

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

March 17, 2026
7:00 P.M.

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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 –

SPECIAL ITEMS

1. Informational Presentation by Alliant Energy

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.

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 March 3, 2026
3. CLAIMS dated March 5 and 12, 2026
4. PERMITS
5. Mayor recommending approval
Appointment of Rugby Sliger to ZBA

6. Administrator recommending approval
Appoint/hire Riley Bonzer as Water Supply Swing Worker at \$30.22/hour
7. Administrator recommending approval
Reso. levying special assessment for tree removal charges on certain properties and the certification of same to the County Treasurer for collection with property taxes
8. Administrator recommending approval
Reso. approving publication of notice of hearing upon a consolidated application for Federal Transit Administration Assistance Grant for Non-Urbanized Areas and State Operating Assistance Funds for Transportation and authorizing the submission of the application, setting time and place of public hearing; prescribing form of notice to be given and directing clerk to cause publication of said notice
9. Administrator recommending approval
Reso. fix a date of meeting at which it is proposed to take action for the issuance of not to exceed \$1,500,000 General Obligation Local Option Sales Tax Bonds
10. Administrator recommending approval
Reso. authorizing notice to bidders, fixing amount of bid security, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for construction of the “Downtown Pedestrian Ramp Compliance Program Project No. 26-1003”
11. Administrator recommending approval
Reso. authorizing execution of a Letter of Agreement between the City of Mason City NIACC, and NIACC Foundation laying out the basic terms of a land swap agreement to allow NIACC to proceed with planned sports field improvements
12. Administrator recommending approval
Reso. approving change orders #47 and #48 with Henkel Construction Company for the construction of the “Mason City Fire Department – Dormitory Addition and Remodel” Project
13. Administrator recommending approval
Reso. award of contract to Page, Wolfberg & Wirth (PWW) of Mechanicsburg, PA for professional services related to legal and regulatory matters affecting the Mason City Fire Department and Ambulance Services

14. Administrator recommending approval
Reso. award of contract to locality media, LLC dba First Due of Miami, Florida for the Mason City Fire Department Operations Software
15. Administrator recommending approval
 - a. **Reso.** approving and authorizing execution of a Minimum Assessment Agreement between the City of Mason City, the City Assessor and The Legacy Golf Course at the Nineteen, LLC for property generally located at 3331 19th Street SW
 - b. **Reso.** approving and authorizing execution of a Minimum Assessment Agreement between the City of Mason City, the City Assessor and The Legacy Golf Course at The Nineteen, LLC for property generally located at 2116 South Harding Avenue
 - c. **Reso.** approving and authorizing execution of a Minimum Assessment Agreement between the City of Mason City, the City Assessor and Joel Ernst for property generally located at 146 19th Street SW
 - d. **Reso.** approving and authorizing execution of a Minimum Assessment Agreement between the City of Mason City, the City Assessor and James P. and Jennifer J Fleming Joint Tenants for property generally located at 2402 South Federal Avenue
16. Administrator recommending approval
Reso. authorizing approval of a forgivable loan to Tickal Family Enterprises, LLC for the rehabilitation of 221 North Federal Avenue in conjunction with the Downtown Revitalization Loan Program
17. Administrator recommending approval
Reso. approving Addendum No. 1 to the Offer to Purchase related to the Purchase and Sale Agreement with Horizon Development, Inc. (Northbridge Site)
18. Administrator recommending approval
Reso. authorizing the submission and execution upon approval of a BJA FY25 Public Safety and Mental Health Initiative Grant for the Community Crisis Response Team
19. Administrator recommending approval
Reso. award of contract to Heartland Asphalt Company for the resurfacing of the Newman Trail (19th Street SW Trail from South Taft Avenue to South McKinley Avenue)
20. Administrator recommending approval
 - a. **Reso.** approving adopting plans, specifications, form of contract and

estimated cost for the “Mason City Water Reclamation Facility Improvements”

b. Bid Tabulation

c. Reso. award of contract to Staab Construction Corporation of Marshfield, WI for the “Mason City Water Reclamation Facility Improvements

d. Reso. approving change order #1 with Staab Construction Corporation of Marshfield, WI for the “Mason City Water Reclamation Facility Improvements”

PUBLIC HEARING –

21. Administrator recommending approval

Reso. taking additional action on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and providing for the levy of taxes to pay General Obligation Corporate Purpose Bonds, Series 2026A

22. Administrator recommending approval

Reso. approve Urban Renewal Plan Amendment No. 2 for the Mason City Southside Gateway #2 Urban Renewal Area

23. Administrator recommending approval

Reso. approving Development Agreement with Golden Grain Energy, LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

ACTION ITEM –

24. 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 Z3 General Urban District to Z6-O Open Industrial District(19.22 acres) and from Z1 Agricultural District to Z6-O Open Industrial District (204.22 acres) all subject to a Conditional Zoning Agreement (2nd or FINAL)

25. 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 Z4 Multi-Use District to Z6 Open Industrial District (79 acres) and from Z1 Agricultural District to Z6-O Open Industrial District (80 acres) all subject to the terms of the zoning agreement (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.*

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

March 3, 2026
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 March 3, 2026. The meeting was called to order by the Mayor and on roll being called there were present, John P. Lee, Mayor in the Chair, and the following Council Members: Masson, Latham, Adams, Symonds, Jaszewski, Hines. Absent: None.

ADOPT AGENDA

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

On roll call, the vote was as follows:

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

PUBLIC FORUM

The Mayor asked if there were any comments.

There being no comments, the Public Forum was closed.

CONSENT ITEMS

Prior to adopting the Consent Agenda Item #8 and #11B were removed to be acted upon separately.

The following Consent Agenda Items were Approved/Adopted:

1. **Minutes:** Regular Minutes of February 17, 2026 and Worksession Minutes of February 5, 2026, were presented.
2. **Claims:** Dated February 19 and 26, 2026, in the amount of \$1,438,291.67
3. **Permits:**

City Administrator:

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

Mulligans
2791 4th Street SE

Class C Retail

Hy-Vee #1

Class E Liquor, C Beer, B Wine

Mason City Parks & Rec (Highland Golf Course) Class C Retail, Outdoor Service
944 17th Street NE

Ippin Ramen & Sushi
2960 4th Street SW

4. Appoint/hire Rental Housing/Code Enforcement Officer:

Staff respectfully requests hiring Brad Meyer to the position of Rental Housing /Code Enforcement Officer in the Development Services Department. On 1/20/26, the City Council approved creation of a new Development Services position to address cross-training needs in the rental housing enforcement function and overall increases in rental housing and code enforcement activity. An internal civil service recruitment and interview was conducted, and I am recommending Brad Meyer for the position. Mr. Meyer has nearly 22 years as a Mason City firefighter, as well as ambulance service and construction experience. There are adequate funds in the current budget year for this new position. The position is funded in the proposed budget for FY27. Staff respectfully requests hiring Brad Meyer to the position of Rental Housing/Code Enforcement Officer (Grade I, Step 3, \$29.65/hr.).

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.

Resolution No. 26-33, levying assessments for charges on certain properties and the certification of same to the County Treasurer for collection with property taxes, was presented.

The City Council approved the creation of the Private Dead and Diseased Tree Program in July 2025 to assist property owners in financing the removals through a special assessment to taxes. 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. 26-34:

Resolution No. 26-34, levying assessment for tree removal charges on certain properties and the certification of same to the County Treasurer for collection with property taxes, was presented.

7. Order Hearing – “2026 Pavement Marking Program”:

Finance Director:

We recommend the City Council set a public hearing date on plans, specifications, form of contract, and estimate of cost and authorizes the publication of a notice to bidders for the 2026 Pavement Marking Program. The Mason City Engineering Department has completed plans and specifications for the City’s 2026 Pavement Marking Program. The City Council’s approval is requested to set a public hearing date on plans, specifications, form of contract, and estimate of cost and to publish a notice to bidders. Bid are proposed to be received on March 24 at 2 PM and will then be considered following the public hearing and adoption of the plans and specifications resolution at the regular meeting on April 7, 2026. The current program, as in past years, has been expanded to include maintenance of the paint markings for on-street bicycle lanes, Sharrows, and Chevrons. The Program is divided into Project A and Project B. The two-part program helps to clarify for the bidding contractor the intended quantities for each of the two parts and it also assists the bidder in determining and the planning of staging and progression of the program. The general extent of the program is to add new and refresh existing pavement markings on designated streets at various locations within the City of Mason City. The Engineers Opinion of Probable Cost for Project A and B is \$216,472.71. The project is included in the FY27 budget in the amount of \$225,000.00. The source of funding is Local Option Sales and Service Tax. We respectfully request the City Council set a hearing date on plans, specifications, form of contract, and estimate of cost for the 2026 Pavement Marking Program for April 7, 2026 at 7 PM, and authorize a notice to bidders.

Reso. 26-35:

Resolution No. 26-35, authorizing notice to bidders, fixing amount of bid security, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for construction of the “2026 Pavement Marking Program Project No. 26-1002”, was presented.

9. Order Hearing – GO Corporate Purpose Loan Agreement:

Finance Director:

Authorize setting a public hearing for March 17 on a Not-to-Exceed \$3,875,000 General Obligation Loan Agreement. In the FY27 budget process, we are proposing a total of \$9,775,000 in G.O. bonding, as was discussed in the budget workshops. Details of the projects being funded in this manner are attached for reference. In order to include the effect of this bond issuance in our debt levy for the FY27 budget, we need to do a “pre-levy” procedure prior to the adoption of the budget. If approved, this resolution would set a hearing and the consideration of an issuance resolution on the March 17 agenda for the first portion of the G.O. issuances. The proposed G.O. bonding is being proposed within a structure of the City’s policy for Debt Service Levy and slightly declining per-

centage over time of the City's constitutional debt limit utilized. Approve resolution setting hearing for March 17, 2026.

Reso. 26-37:

Resolution No. 26-37, setting the date for public hearing on proposal to enter into a General Obligation Corporate Purpose Loan Agreement and to borrow money thereunder, was presented.

10. Approving 2025 CLG Report:

City Planner:

Staff respectfully recommends that the City Council accept the 2025 Certified Local Government Annual Report from the Historic Preservation Commission (HPC) and authorize the mayor to sign on its behalf. A copy of the report and the Commission's work plan for Fiscal Year 2026 is attached. Each year, the HPC submits an annual report of its activities and membership to the Iowa Economic Development Authority to confirm compliance with Certified Local Government (CLG) requirements. The Commission's accomplishments are documented in this report and demonstrate ongoing compliance. Maintaining CLG status keeps the Commission in good standing with the State of Iowa and the National Park Service, and preserves eligibility for grant funding available exclusively to CLG communities. In 2025, the HPC used CLG grant funding to initiate an intensive-level survey of the Downtown Mason City Historic District. This funding (along with future CLG grant opportunities) supports continued preservation planning, including completion of intensive-level surveys, development of rehabilitation plans, and evaluation of potential amendments and expansions to historic district boundaries. There is no impact to the budget to submit the annual report. Staff respectfully requests that the City Council authorize the mayor to sign the Certified Local Government Annual Report on its behalf and direct staff to submit the report to the Iowa Economic Development Authority.

Reso. 26-38:

Resolution No. 26-38, authorizing acceptance of a 2025 Iowa Certified Local Government Annual Report and directing staff to submit the report to the State Historic Preservation Office, was presented.

11. Approval of the MC Fire Fighters Contract:

Human Resources Director:

The City of Mason City has reached a tentative labor agreement with the Mason City Firefighters Association Local 41, and the changes have been ratified by the Union. I recommend approval of the proposed 3-year labor agreement. The City and the Firefighters Union began labor negotiations on 2/6/26, and were successful in reaching a tentative agreement, which the Union voted to accept a week later. This three-year agreement includes reducing the steps to reach the top of the wage pay scale to 15 years, a wage increase of a 3.25% increase on 6/22/26, 2.50% increase in the second year, and 2.25% increase in the third year. The agreement also provides for several additional changes to the labor agreement as outlined below:

- Modification to the vacation schedule

- Increase the annual clothing allowance
- Modification to the family sick leave language
- Addition of up to 1 week of paid parental leave for the year following birth or adoption of a child.

Council approval of the attached proposed Tentative Agreement will complete the process. Costs are included in the proposed Operating Budget. I respectfully recommend City Council approval of the Tentative Labor Agreement between the City of Mason City and Mason City Fire Fighters Association Local 41.

Reso. 26-39:

Resolution No. 26-39, approving the collective bargaining agreement between the City and the Mason City Fire Fighters Association Local Union No. 41, was presented.

11A. Approval of Teamsters (Police) Union Contract No. 238:

Human Resources Director:

The City of Mason City has reached a tentative labor agreement wage reopener with Teamsters Union Local 238, and the changes have been ratified by the Union. I recommend approval of the proposed wage reopener to the labor agreement. The City and the Police Teamsters Union began labor negotiations on 2/9/26, and concluded with a tentative agreement the next day. The Union voted to accept the agreement on 2/27/26. This 7/1/26 wage reopener provides for a 3.5% wage increase for Police Officers and Police Sergeants, and a 2.75% wage increase for Police Utility Worker and Community Service Officer (CSO) for the final year of their previously approved two-year labor agreement. Council approval of the attached proposed Tentative Agreement will complete the process. Costs are included in the proposed Operating Budget. I respectfully recommend City Council approval of the Tentative Labor Agreement between the City of Mason City and Teamsters Union Local 238.

Reso. 26-40:

Resolution No. 26-40, approving the collective bargaining agreement between the City and the Teamsters Local Union No. 238 (Police Department), was presented.

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

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

8. Order Hearing – 19th Street SW Improvement Project:

Finance Director:

We recommend the City Council set a public hearing date on plans, specifications, form of contract, and estimate of cost and authorizes the publication of a notice to bidders for the 19th Street SW Improvements Project. WHKS has completed plans and specifications for the City's 19th Street SW Improvements Project. The City Council's approval is requested to set a public hearing date on plans, specifications, form of contract, and estimate of cost and to publish a notice to bidders. Bid are proposed to be received on April

14 at 11 AM and will then be considered following the public hearing and adoption of the plans and specifications resolution at the regular meeting on April 21, 2026. The project will include milling and resurfacing of the existing 19th Street SW from the west city limits to S. Taft Avenue, widening of the existing base to allow for the creation of turn lanes at S. Harding Avenue, conversion of existing undivided 4-lane to 3-lane with continuous center turn lane, and replacement of the traffic signals at S. Taft & 19th SW. The project should provide considerable safety improvements in addition to the benefits of the resurfacing. The Engineer's Opinion of Probable Cost is \$1,600,022.40. The project is included in the FY27 budget, with funding from G.O. bonds, water, and sewer revenues. We respectfully request the City Council set a hearing date on plans, specifications, form of contract, and estimate of cost for the 19th Street SW Improvements Project for April 21, 2026 at 7 PM, and authorize a notice to bidders.

It was moved by Latham and seconded by Adams that Resolution No. 26-36, be adopted.

Council Member Latham requested an overview with Finance Director Hinson providing highlights of the project.

Council Member Jaszewski asked if it would be closed with Hinson stating there would be continuous traffic and it would be done over the summer.

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

Reso. 26-36(ADOPTED):

Resolution No. 26-36, authorizing notice to bidders, fixing amount of bid security, and ordering clerk to publish notice and fixing a date for receiving same, and for a public hearing on plans, specifications, form of contract and estimate of costs for construction of the "19th Street SW HMA Resurfacing with Milling", was presented.

On roll call, the vote was as follows:

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

11B. Award Contract Professional Services – East Park Shelter Project:

Public Works Director:

It is recommended the City Council approve the AIA B101 Standard Form of Agreement Between Owner and Architect with Accord Architecture Company for professional design services related to replacement of the East Park shelter destroyed by fire. The East Park shelter was recently destroyed by fire and requires replacement to restore park amenities and public use of the facility. The proposed project will construct a new park shelter generally consistent with the previous structure's size, function, and materials. The agreement before Council is an AIA B101 (2017) Standard Form of Agreement Between Architect, modified for City use. The contract provides architectural and engineering services necessary to design the replacement shelter, assist with bidding, and provide construction phase services. The proposed shelter includes an open-air structure with a gable roof supported on columns/posts, along with enclosed areas for restrooms, utility space, and storage. The anticipated construction cost is estimated between \$325,000 and

\$400,000, with final scope to be confirmed during design development.

AIA B101 MC East Park Shelter-

Under the agreement, Accord Architecture Company will:

- Prepare design and construction documents,
- Coordinate required engineering services,
- Assist with competitive bidding,
- Provide construction administration services, including periodic site visits and review of contractor submittals.

Compensation for architectural services is established at nine percent (9.00%) of the Owner's budgeted cost of the work, consistent with standard industry practice for projects of this scale and complexity. The agreement incorporates standard insurance requirements, establishes project responsibilities, and provides for competitive bidding consistent with City procurement practices. Approval of this agreement allows design work to begin so the project may proceed toward bidding and construction in 2026. Design costs will be funded through project funds allocated for replacement of the East Park shelter, including insurance proceeds received. Final construction costs will be determined following completion of design and receipt of competitive bids. Approve the AIA B101 Agreement Between Owner and Architect with Accord Architecture Company for design services related to the East Park Shelter replacement project and authorize the Mayor and City Clerk to execute the agreement.

It was moved by Latham and seconded by Adams that Resolution No. 26-41, be adopted.

Council Member Latham questioned how the shelter would change based on what it originally was with Administrator Burnett mentioning it would have to meet ADA standards and was in a flood plain.

Council Member Adams referenced the range of the professional services fee and questioned the insurance proceeds with Administrator Burnett stating the City had to rebuild at a different standard.

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

Reso. 26-41(ADOPTED):

Resolution No. 26-41, award of contract to Accord Architecture Company of Mason City, Iowa for professional services related to the East Park Shelter Project, was presented.

On roll call, the vote was as follows:

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

PUBLIC HEARING

12. 2027-2031 Capital Improvement Plan:

Finance Director:

Hold public hearing and then consider adoption of the City's proposed FY27-FY31 Capital Improvements Plan. The proposed FY27-FY31 Capital Improvements Plan, outlining \$132.7M in investments over the next five years, was discussed by Council at workshops on January 15 and February 5. The Council voted to set the public hearing on the plan at the last meeting. The CIP has been constructed within an environment of keeping a stable tax rate and limiting utility rate increases to keep our rates below average as compared to similar communities, while ensuring strong and stable overall City finances and fund balances. Hold public hearing and then consider adoption of the FY27-FY31 Capital Improvements Plan.

The Public Hearing was held as per published notice.

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

Max Weaver, 217 20th Street Southeast expressed his concern over the change in Council Rules which reduced the time the public could speak from 5 minutes to 3 minutes and commented on the condition of the mall (mold), stressing he did not like the roughly \$6,000,000 of taxpayer money going into the mall. In addition, he mentioned a very important public meeting taking place tomorrow that would allow citizen input regarding the future of mall and emphasized the citizens of Mason City should not be involved in the business of mall ownership.

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

It was moved by Latham and seconded by Symonds that Resolution No. 26-42, be adopted.

Council Member Latham stated he wanted to move forward with the CIP tonight, advising it could always be adjusted later. He also stated he believed the mall would be a benefit to the citizens of Mason City and pointed out the meeting Thursday was sponsored by the Chamber of Commerce and not the City Council.

Council Member Symonds stated the budget season was coming up quick and if the money wasn't allocated it could not be spent, adding just because it was in the budget did not mean it had to be spent.

Council Member Adams requested a breakdown on the questions posed by Max regarding the \$2,000,000 in conference center improvements, \$2,750,000 mall building and site improvements and the property redevelopment of \$1,500,000 and ask if that was part of the mall as well with Hinson stating the \$1,500,000 was for Mohawk Square and stated "So what we're talking about with this projects, it would be essentially what we're calling 'white boxing' of the Younker's space to facilitate future conference space and family entertainment space, basically get that ready for development. So that would include interior demolition. That would include essentially prepping the space for development. That's kind of the scope of what we're looking at with this CIP. You know, certainly we'll have to look at private development, you know, partnerships, other things in the future to allow for full redevelopment of that site, but we're trying to get the process started there. The CIP allocation also includes replacement of a portion of the parking lot that's closest to the hotel to kind of tie all that in and get all that to a modern standard and obviously deal with the parking lot surface, deal with the lighting, you know, kind of all of those

types of things. There is also some allocation there for roof replacement. You know, we've done very significant roof replacement just in the last year on the mall. There's significantly more needed in the future so we're trying to make sure that we're keeping that moving forward to keep that a viable building and not have any big issues going forward.

Council Member Jaszewski stated it was his understanding that when the mall was under private ownership they were not stepping up and more and more maintenance was being deferred and in order to save that asset the City had decided it was best to purchase it and collect rent and that would make up for not taking tax revenue from a private enterprise.

Administrator Burnett stated "And I think the mention of Mohawk Square is appropriate at this point because Mohawk Square is the outcome of a building essentially dying and that still falls on the taxpayer, unfortunately, so the clean-up costs and demolition of Mohawk Square is listed in the CIP is really, the other choice, the do-nothing choice does not avoid a cost for the taxpayer, unfortunately when a property falls into dilapidation, so I guess, to your point, there is a second part of that, do nothing, you still end up with a large cost there and you end up with a just blank slate right in the middle of downtown rather than a useful structure."

Council Member Masson mentioned the renovation of the theater in the mall was scheduled to open in the middle of May.

Council Member Latham stated he had heard many people say, 'just tear it down', but if it was torn down nothing would ever be built there again. He also explained what 'white box' entailed and stressed down the road once the mall was stabilized it did not mean the City couldn't sell it to a private entity; however, he would not recommend that because of what had happened in the past when the mall was under four different private ownerships. He concluded his comments by stating he hoped the city kept the mall and urged the public to show up and give their ideas Thursday night.

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

Reso. 26-42(ADOPTED):

Resolution No. 26-42, approving and adopting the 2027-2031 Capital Improvement Plan, was presented.

On roll call, the vote was as follows:

Yea: Latham, Symonds, Jaszewski, Masson, Adams, Hines
(Motion carried.)

13. "Mason City Water Reclamation Facility Improvements":

Public Works Director:

It is recommended the City Council facilitate the project's public hearing, review the bids and table a decision on acting on bids until the March 17th, 2026 City Council Meeting. The City of Mason City is required by the Iowa Department of Natural Resources (IDNR) to complete improvements to the Mason City Wastewater Reclamation Facility (WRF) for nutrient reduction by October 1, 2027. The City previously submitted a Nutrient Reduction Strategy (NRS) report to the IDNR in April 2018 that identified several

options for meeting the IDNR's nutrient reduction goals, and subsequently submitted a Facility Plan in May 2024 that confirmed the recommended treatment option to meet these goals. The Mason City WRF Improvements project includes expansion of the overall activated sludge basin volume to support the increased industrial reserve flow and loading and to implement biological nutrient removal aligning with the City's Nutrient Reduction Strategy. Planned upgrades to the activated sludge control building include the installation of aeration blowers, pumps, and mixing equipment. The City's alum contact basin is repurposed into a 3rd final clarifier along with improvements to the effluent flow measurement/UV disinfection basin to handle the increased hydraulic loading from the industrial reserve capacity increase. Select process equipment is scheduled to be replaced due to age and condition. Bids for the Mason City WRF Improvements project were opened on February 18th, 2026. Four bids were received and are summarized below:

Staab Construction Corporation of Marshfield, WI - \$45,627,000.00
Journey Construction of Sioux Falls, SD - \$48,500,000
Henkel Construction Company of Mason City, IA - \$55,620,000.00
Sentry, LLC of Watertown, SD - \$57,857,780.62

The low bidder was Staab Construction, however the bid is above the Engineer's opinion of probable cost of \$33,800,000.00. Staff and WHKS have reviewed the bid documents and are in discussions with the low bidder to determine potential scope modifications for cost reduction purposes. The results of these discussions are expected to be known within the next several weeks. The City is on the State Revolving Fund (SRF) Intended Use Plan (IUP), to provide low interest loan funding for the project. In addition to SRF funding, the City has obtained \$500,000 in grant money through the Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP) and will be applying for a supplemental low interest loan through the Water Quality Financing Program (WQFP). It is recommended the City Council facilitate the project's public hearing, review the bids and table a decision on acting on bids until the March 17th, 2026 City Council Meeting.

The Public Hearing was held as per published notice.

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

There being no comments the Public Hearing was declared closed.

It was moved by Jaszewski and seconded by Masson to recess the public hearing and action on the bids until March 17, 2026 City Council Meeting.

The Mayor called the question and on roll being called the vote was as follows:

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

14. Change of Zone Z6-O Open Industrial – RCK Properties LLC:

City Planner:

The Planning and Zoning Commission conducted a public hearing on the requested re-zoning on February 10, 2026. Members of the public expressed concern or opposition to

rezoning the 19.22 acres from Z3 and 204.22 acres from Z1 to Z6-O. Concerns were raised about the Z6-O designation being overly broad, enabling intensive industrial uses (including potential data centers or 24/7 operations) too close to established homes in Mason City. The most common reasons for opposition focused on inadequate buffering (the proposed 500-foot buffer being viewed as insufficient), potential noise and light impacts, increased heavy truck traffic and safety issues, and unresolved stormwater/drainage and groundwater risks in an area with existing flooding and runoff problems that could be increased by industrial development south and west of Midland Heights. The Planning and Zoning Commission voted unanimously (7-0) to recommend approval of the rezoning request subject to the conditions of a Zoning Agreement, along with the Indianhead Farms Inc. rezoning request for the adjacent 159 acres (which is a separate item on the Council's agenda). Staff concurs and respectfully requests that the City Council convene a public hearing to consider the rezoning. Staff also notes that the applicants have submitted a new Zoning Agreement that should be considered during the Council's deliberation. Upon closing the hearing, Staff requests that the City Council approve the rezoning request on first consideration, subject to the conditions of the Zoning Agreement. The applicant, RCK Properties LLC, seeks to rezone the property at the east side of South Pierce Avenue, immediately south of IOOF at 1037 19th Street Southwest at the north end, and approximately 3548 South Pierce Avenue at the south. The 19.22 acres due south of IOOF are proposed to be rezoned from Z3, General Urban District, to Z6-O, Open Industrial District. The remaining 204.22 acres of the subject property are proposed to be rezoned from Z1, Agriculture District, to Z6-O, Open Industrial District. This property is adjacent to 159 acres to the east owned by Indianhead Farms, Incorporated. The Indianhead properties are also proposed for rezoning to Z6-O. Upon rezoning of both the RCK and Indianhead Farms properties, all of the land south and west of Midland Heights, west of South Federal Avenue, and north of 43rd Street Southwest will be zoned Z6-O. The property is currently vacant and has historically been used for crop farming. It has been marketed as the River City Industrial Park since it was annexed into the city in 2005. The long-term intent of the South Industrial Park is to accommodate all types of industrial uses, including those located within the Z6-O Open Industrial District. The North Iowa Corridor Economic Development Corporation has received requests from industrial developers seeking land suitable for all types of industrial uses, including manufacturing, assembly, large-scale warehousing and transfer, and data centers. For the land to be developed as an industrial park accommodating this scope of use, a change of zone is required.

Analysis:

Neighboring Development and Zoning: Land to the north is zoned Z3, General Urban District, and includes the IOOF Home and surrounding property. Land to the east is zoned Z2, Sub-Urban District; property directly abutting the proposed rezoning includes the Frederick Hanford Park softball fields and the Midland Heights neighborhood of single-family detached homes. Land to the south and west is vacant cropland zoned Z1, Agriculture.

Current Zoning: Section 12-8-3 (Form and Function Table) of the Zoning Ordinance identifies permitted uses by district. Z3 zoning allows a mix of housing types, including single-family homes, duplexes, townhomes, group dwellings, and apartment buildings up to three stories, as well as limited low-intensity retail and commercial uses. Section 12-11-1 states that the Z3 General Urban District is intended to provide a range of residential

lot sizes supporting medium-density, walkable neighborhoods with interconnected streets, sidewalks, parks, playgrounds, and limited neighborhood-scale commercial uses. The Z3 District is not suitable for industrial park development.

The Z1, Agriculture zoning district permits agricultural uses, single-family and farm dwellings, and very limited low-intensity commercial uses. Section 12-9-1.A states that the Z1, Agricultural District is intended to support agriculture and preserve natural ecosystems to prevent soil erosion, protect water quality, and maintain biodiversity. Areas zoned Z1 within city limits are considered future development areas where public utilities can be reasonably extended; development is therefore expected to extend existing or planned growth patterns.

Rezoning to Z6-O: Section 12-14-1 states that the purpose of the Z6 Industrial District is to preserve existing industrial facilities and support development of sustainable employment centers. Uses in Z6 may require separation from residential and commercial districts due to potential impacts, including noise, lighting, heavy truck traffic, rail activity, and round-the-clock operations associated with manufacturing, warehousing, freight, agribusiness, and research and development. Section 12-14-7 further provides that Open Industrial development within the Z6 District consists of large, relatively self-contained facilities with moderate to high potential nuisance or hazard impacts. Emissions (noise, vibration, smoke, dust, particulates, toxic materials, odor, or glare) must meet Iowa Department of Natural Resources standards. Storage, distribution, or sale of gas, fuel, or oil requires Fire Chief approval.

Comprehensive Plan: Iowa law requires rezoning decisions to conform to the jurisdiction's Comprehensive Plan. The City Council adopted Amendment #1 to the North Iowa Corridor Joint Comprehensive Plan on January 20, 2026, covering the subject area. The Future Land Use (FLU) Map (attached) designates most of the proposed rezoning area as General Industrial and Utilities, with a greenbelt separating it from Midland Heights and Frederick Hanford Park. The Plan describes the General Industrial and Utilities designation as:

- Areas reserved for larger business and industrial development that are essential to the regional economy but less compatible with standard urban development.
- Public and semi-public facilities with industrial characteristics (e.g., utilities, maintenance facilities, public works yards).
- A range of industrial enterprises, including uses with significant external effects such as extraction, heavy materials production, and substantial outdoor operations.

The forms and functions permitted in the Z6-O Open Industrial District are consistent with this designation. Staff finds that the proposed Z6-O rezoning conforms to the amended Comprehensive Plan.

Spot Zoning: Spot zoning occurs when a rezoning benefits a small area or limited number of property owners and is inconsistent with surrounding zoning and land use. While potentially unlawful, a rezoning consistent with the Comprehensive Plan may withstand a spot zoning challenge. Although the proposed Z6-O rezoning differs from zoning to the north and east, it is consistent with land to the west, which is already zoned Z6-O (River City Industrial Park). Staff concludes that this proposal is not spot zoning.

Zoning Agreement: Prior to the Planning and Zoning Commission public hearing, the applicant submitted a Zoning Agreement imposing development restrictions. Iowa Code permits conditional rezoning when voluntarily offered by the applicant and submitted prior to a public hearing. The Planning and Zoning Commission's recommendation was based on the conditions within the Agreement. The applicant has submitted a new Zoning Agreement, which should be considered during the public hearing that will be convened by the City Council. The original Agreement provided that no structure could be built within 500 feet of any property zoned Z2 (Sub-Urban) or Z3 (General Urban). The new Zoning Agreement increases this distance to 1,000 feet. Within that 1,000-foot buffer, the owner must establish a greenbelt at least 25 feet wide; where a solid fence is combined with landscaping, the greenbelt may be reduced to 15 feet. The greenbelt must include coniferous and/or deciduous trees and shrubs at a density sufficient to provide year-round visual screening between industrial and residential uses. It should be noted that Frederick Hanford Park is zoned Z2 and the 1,000 foot buffer will apply to the south and west edges of the park. This provides an additional buffer from residences in Midland Heights east of the park. In addition to the increased buffer, the Agreement states that a drainage plan shall be submitted along with the required site plans for development. This plan must ensure that post-development stormwater discharge rates are 10 percent less than pre-development (current) discharge rates. This requirement responds to the concerns raised during the Planning and Zoning Commission meeting about drainage in the area around the south end of South Monroe Avenue. It ensures that there will be less off-site drainage impact than currently occurs over the agricultural land. The new Agreement includes a statement regarding noise generated by development on the rezoned property. It states "No function shall be permitted on the Property which creates sound at the nearest Residential Property in excess of 60 db(A) during the hours of 7:00 a.m. to 7:00 p.m. and in excess of 50 db(A) during the hours of 7:01 p.m. to 6:59 a.m." This is slightly more restrictive than the requirements of Section 8-6-5 of City Code, that sets maximum noise levels based on land use. Within residential areas, City Code allows maximum sound levels of 60 db(A) from 7:00 a.m. to 10:00 p.m. and 50 db(A) between 10:00 p.m. and 7:00 a.m. The Conditional Rezoning Agreement requires the lower noise level beginning at 7:00 p.m. instead of 10:00 p.m. According to the Center for Hearing and Communication, 60 db(A) is equivalent to the volume of normal conversation or a typical office. Combining this requirement with the 1,000 foot buffer, it is very unlikely that there will be significant noise impacts on nearby residences. Finally, the new Zoning Agreement specifically prohibits certain forms and functions that are otherwise allowed in the Z6-O District. The following forms and functions will not be allowed on the property if the rezoning is approved:

- i. Livestock related intensive uses such as feedlots, stockyards, slaughterhouses, rendering plants, and tanneries.
- ii. Solid waste landfills, waste transfer stations, materials recovery facilities, or waste incinerators.
- iii. Hazardous materials manufacturing or processing; hazardous waste treatment, storage, or disposal facilities.
- iv. Petroleum refining, bulk petroleum/fuel storage terminals, or renewable diesel/biodiesel production/refining facilities.
- v. Asphalt or concrete batch plants.

- vi. Scrap/junk/salvage yards, automotive dismantling, or metal shredding.
- vii. Crematoriums as a principal or accessory use.
- viii. Mining or mineral extraction operations.
- ix. Adult Use.
- x. Utility-Scale Solar Energy Generation Facility. For clarity, “Utility-Scale Solar Energy Generation Facility” means a principal-use solar energy project designed primarily to export electricity off-site (whether by interconnection to a utility grid or by private wire) rather than to serve on-site consumption. This prohibition does not apply to “Active Solar Equipment” installed as an accessory use to serve on-site electrical or thermal load, including rooftop, building-integrated, canopy/carport, or subordinate ground-mounted systems that are incidental and subordinate to the principal permitted use, consistent with Chapter 12, Zoning, of the City Code of the City.
- xi. Gas/convenience stations or stores
- xii. Vehicle repair
- xiii. Vehicle sales or rental

These additional conditions were created in response to concerns raised during the Planning and Zoning Commission public hearing. Staff finds that these commitments will mitigate potential impacts to surrounding residential properties. The applicant for the adjacent Indianhead Farms Z6-O rezoning has also submitted a new and identical Zoning Agreement with the same conditions and restrictions.

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. At the Planning and Zoning Commission public hearing, five residents of the Midland Heights neighborhood and one resident who owns land directly to the south of the property proposed to be rezoned spoke in opposition to the rezoning. These comments are summarized in the attached draft minutes from the February 10, 2026, public hearing. The Planning and Zoning Commission voted unanimously (7-0) to recommend approval. Since the Planning and Zoning Commission meeting, Staff has received a petition signed by 404 persons opposing the rezoning. Iowa Code states, if the owners of 20 percent of the land within 200 feet of the property to be rezoned submit a protest petition, a supermajority vote by the City Council is required to approve the rezoning. Staff has determined that the area of the residential properties in Midland Heights within 200 feet of the RCK property is only 0.05 percent of the total land within 200 feet. Therefore, the supermajority requirement does not apply to this rezoning request.

There is no impact to the operating budget resulting from this request. If the rezonings are approved, there will be increased property tax revenue from the development of the properties. Staff requests that the City Council approve the rezoning requests on first consideration (1st, 2nd, or FINAL).

The Public Hearing was held as per published notice.

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

Chad Schreck, provided the following comments:

"I appreciate the opportunity to talk to you tonight and for everyone attending this evening. I just want to give a quick breakdown of the request and what's being worked on here. As many of you know, we've been working on the River City Industrial Park for a number of years and marking that for a potential economic development project in partnership with Alliant Energy. They've got options on acreages throughout this site, so we've been working to promote that and this rezoning is really about developing this as a marketable site. Our goal really is to make sure that we put this together in a way that provides for smart and intelligent economic development opportunities for our community to pursue. At the P & Z meeting here a couple weeks ago we heard several common themes and concerns and since then we've tried to put in more strict restrictions and requirements to make sure if development happens on these parcels that it's taking those into account and ensuring that we don't disrupt the neighborhood or community in any way, whatever type project that may be. So, River City is really being positioned and marketed for industrial investment, the sort of projects that we want to bring here to create long-term tax base, new jobs, significant private investment. The Z6-0 District is really our industrial category for larger, self-contained facilities that benefit from corporate separation from residential and commercial areas. Approving a Z6-0 District here would really bring us into alignment with the areas that we can see to the west and the south that have been zoned that way for a long time now and allow us to extend those sites. A few of the things that we heard, the distance to the residents, the noise, traffic and drainage concerns really impact this area and we want to make sure that any requirements we put in limit those kind of impacts as much as possible to the point of really mitigating in entirety if at all possible. As we look at this, you know, we talked about the buffer and we originally had a 500-foot buffer on that and again, in hearing from the residents, that didn't feel like enough. We doubled that to a thousand feet. You can kind of see in the image how far out that would extend and how far that would push things away from the neighborhood. In addition to that, there would be a 25 foot vegetative buffer minimum so that'd be trees, shrubs, things that year round would be a visual block. They'd also act as a noise buffer. That could also include berming from land and whatever else again, depending on the user and what kind of things that they would be creating, whether it was visual or sound or anything else that would be able to enhance those kinds of things. Again, on the noise issue, we implemented a 60-decibel sound limit at the residential property lines so essentially that would be from 7:00 a.m. to 7:00 p.m., which is the current City Code and the restriction actually goes to 10:00 p.m. so we'd limit that to earlier and then in the evening hours from 7:00 p.m. to 7:00 a.m., there'd be 50 decibels restriction. Just for a reference point, a normal sound level or ambient in a community neighborhood is 50 decibels so trying again to keep that as mitigated as possible. At a thousand feet you'd need to be creating sound well over a 100 decibels and going across an open field would still be at 50 decibels at the neighborhood line. So with all the buffers and everything else in between, you'd have to have a very noisy prospect in there to disrupt the neighborhood at those levels and just for a point of reference as well, your neighbors mowing the lawn, that probably gets at about 80 to 90 decibels, just to get an idea what that sounds like. Open Industrial could include a wide array of uses so a lot of the comments and concerns were, you know, what is this going to be? What kind of things? Is it going to be another fuel plant, is it going to be a loud industrial facility? So, we made sure to include a whole long list of specifically restricted uses including livestock-type uses, a feed lot, or slaughter, rendering. No solid waste facilities. No hazardous materials process in petroleum or renewable diesel fuel producing or refining, no asphalt or concrete batch plants, so scrap or salvage yards or mining. No crematoriums, no adult use, no utilities scale, solar to wind on the site. Also, a big concern is traffic. I know we've had some issues. Monroe goes through there and then we created a new Monroe in the south and then all of a sudden Bushel Boy had people trying to come through the neighborhood so one of

the restrictions on this is that any entrance into the industrial park would have to come off of 43rd Street Southwest, Pierce Avenue or Federal Avenue, again, the main arterials that are intended for heavy traffic of that type so we can be completely sealing off and blocking any entrance into the neighborhood out of the industrial park, to ensure that wouldn't happen. Another big concern, this area has had drainage issues for a long time. The neighborhood gets excessive water coming in off the fields and you can see the waterway to the northeast, so this plan would actually require that any project or any development on those parcels would have to reduce the pre-development drainage by 10%, so whatever's happening now, they'd have to pull it down at least 10% to improve the situation. Typically, you would just have to say, oh, we're going to keep it as it is and not make it worse. This would require any project coming in has to make it at least 10% better and so that, again, is a pretty big restriction on any potential development in there. I know that a lot of the commentary and a lot of discussion is out there on data center development as we've been putting this park together and recruiting or working on marketing the various projects, we've had interest from data centers, we've had interest from manufacturing, we've had interest from warehouse and distribution projects. I know data centers across the country are a hot-button issue right now and, you know, we will be very transparent that we have had several discussions with multiple, potential data center projects. We've been exploring it and looking into it to determine if it is the type of project we'd want in our community and there are a lot of major benefits. There's a lot of things that we've got to be sure we're aware of as far as the concerns, so as we go through any project I just want to be very clear obviously as a City and the EDC, other partners that we work with, it's very important to us that we judge every project individually on its own merits. Zoning doesn't allow us to do just any project and it doesn't require the City to accept any project. So, if a data center turned out to be a good fit for our community, if they were bringing extreme tax base or community benefits, if they're creating new jobs that create high value and things of that nature that we've been working for a long time, then that'd be great. If they weren't, again, we wouldn't be talking to them and we wouldn't try to recruit them. Just a couple of quick examples on community impacts, you know, if you look in the Des Moines area, you've got in Altoona you've got several Facebook facilities. They've been growing over the last 13 years. They've grown to over 400 jobs in those facilities, 100's of construction jobs for the last 13 years and electrical workers and those things, very high-paying \$80,000 plus a year oftentimes six figure jobs. Our median wage rate in the county is \$65,000 so our goal always is to get jobs that are at least that or above and we found that data centers meet that criteria and again, tend to start with relatively smaller numbers and then grow consistently over a period of time, which is more sustainable for us and apparently add about 1,100 jobs for City/County. It's a struggle to fill those so we hope that if we did get a data center it would be higher in jobs and pulling people into our community. I'm running out of time so I'll slow down there but just appreciate the opportunity to discuss and look forward to having conversation."

Keith Sutcliffe, 15499 230th Street, stated he was just south of the City limits (south of the Avenue of the Saints), directly south of Bushel Boy, a half mile. He stated they dealt with light pollution from Bushel Boy and wanted to make sure in this rezoning that attention would be paid to interior and exterior lighting, adding he thought 'interior lighting' had been overlooked with Bushel Boy. He referenced screens and buffers and wanted to remind everyone that trees and shrubs took time to grow and stressed the importance of buffers. He referred to the change in setbacks but thought they could be better and referenced a map (had copies) and stated when most of them thought of a data center they thought of one building but according to the map, QTS has a projected site plan of not one but seven buildings for the data center and building heights up to 75 feet tall. He also stated he was a 4th generation and hated seeing farmland eaten up and while there might be short-term jobs, he wondered if it was more important than keeping

life-long residents in Mason City.

Kyle Clark, 2331 25th Street SW, stated he would be approximately 6 blocks from the edge of the rezoning district. He stated he was a data center architect by trade and mentioned the utilization of natural resources stating it wasn't so much that they were going to pollute the water, rather it was the water was going to be sucked up out of the ground more quickly than the natural resources could handle. He also stated people should be concerned about increased electric costs and noise issues, noting data centers, while not loud, made an off-putting, hum. He concluded his comments by stating he had lived in North Iowa all his life and loved it here, but referred to what was happening in Cedar Rapids with Google and while he did not have the exact details he understood they were found to be drilling twice the number of ground wells and when approached by the Council had basically said "We're Google, what are you going to do about it?" and stressed it was very important to know what type of corporate power would be wielding that influence.

Katie DiMarco, 428 27th Street Southwest, stated she was just 350 feet from the proposed zone change and wanted to express strong opposition to the rezoning of the agriculture land near their home. She stated this was a drastic shift that posed a significant risk to their home, safety and quality of life and the Z6 designation was far too broad for a residential area. The proposed data center change relied on massive roof-type air handling units that could generate up to 100 decibels at the source and even if the data center claimed lower averages, it remained a constant 24/7, low frequency hum that was incompatible with a quiet neighborhood. She stated they needed a minimum of a 1,000 to a 1,500-foot buffer, the mandatory noise barrier walls and the strict decibel limits measured at their property lines before any project was considered, which should be in a City Ordinance. She stated other states were putting holds on these projects until they could learn more about them and the request to tap into our city's water was a major red flag. She stated these type of facilities could consume up to 5 million gallons of water every day, the same as a town of 50,000 people and stressed the risk of depleting the aquifers and driving up water rates for every resident. In addition, she stated a facility of this scale placed an unprecedented strain on the electrical grid and without a specific data center Ordinance there was no mechanism to ensure that the data center was responsible for 100% of the infrastructure costs, rather than passing those rate hikes onto citizens. Also, she mentioned the possible risks to the electrical grid, water pressure and the health of their families, adding scientific research showed that living within a mile of these hyper-scale data centers, like the one that was being proposed, exposed residents to constant decibel noise that could lead to sleep deprivation, chronic stress and even cognitive impairment in children, and the cancer effects have not even been fully studied. She concluded her comments by stating Zoning was about the long-term health of the community and asked the Council if they would want this type of heavy industry in their back yards while they were trying to rock a baby to sleep, taking a walk with their sons at night or having a backyard barbeque and urged the Council to reject Z6 proposal and prioritize the safety and character of their residential neighborhood.

Dave Voortmann, 427 26th Street Southwest, addressed water concerns, stating if the City did not plan their neighborhood would be heading towards another Eastbrooke problem, advising there was no sanitary sewer from 29th Street on Monroe up to 24th Street and referenced the flood of 2008 and how he had pumped for 12 hours straight to eliminate the pressure in his neighborhood, adding all five homes from Monroe to what used to be the playground of Madison School, did not have sump pumps. He further stated the retention ponds shown on the map were not going to fix this neighborhood problem and half of the land drained towards the ball diamonds and up into

the corner of the empty lots beside the ball diamonds and trickled on top of that limestone shelf into their neighborhood.

Ryan Hanig, 1627 Opal Drive, stated over the last few days he had written to some Council Members regarding his concern over a potential data center and wanted to thank those who got back to him and in each of the responses he received and in Mayor Lee's statement earlier today, it was clarified and reiterated that there was no 'done deal' regarding a data center and that it was simply one possibility among many and that tonight was just about a rezoning with no bearing on what may end up in that rezoned space. He stated that may technically be all that was tonight, but he questioned if the data center was but one possibility, why was it the only possibility that so many caught wind of and why did the Mayor's statement begin by emphasizing the broad context of this rezoning request but then spend most of its length defending the specific pluses of a data center against their concerns, instead of making a positive case for industrial development in general. He stated his concerns were about water use, power, property values, noise, taxes, infrastructure damage, etc, and by the nature of data centers, they would not be able to stipulate them into the range of acceptable losses and the benefits that might come could not be made proportionate to those costs. He stressed there was a reason cities across the country were fighting these projects, not negotiating with them, fighting them and he wanted to specifically address that when people complained about data centers not bringing in jobs, that was well-founded. Data centers ran with a permanent staff of about 30 and Mason City had a population of about 27,000 people, advising that was a rounding error in the job count and while the temporary construction jobs would circulate money for local businesses, so would the temporary construction jobs for any other industrial projects and actually leave with something worth having. He reiterated that yes, this meeting was about rezoning not about agreeing to a data center and he was not opposed to attracting and enabling industry in this City. What he did not like was leaving that door open without having all the clear information and strong control regarding what could and could not come through that door and unless they could promise there would not be a data center on this rezoned plot, not a 'maybe', not a 'nothing's final' he would be forced to register his opposition to this rezoning request.

Rich Lawrence, 1743 South Rhode Island Court, stated he understood this Hearing was being framed as a 'zoning change' and as other speakers had indicated, simply allowing industrial use in this area, but stressed zoning decisions were never neutral. They were long-term commitments to the character of this City, for when land was rezoned from one designation to industrial, it was deciding what kinds of uses were permanently allowed there and that decision outweighed any single project or company. He questioned what would happen if the zone change went through, but the data center did not and the areas would still be zoned industrial, opening the door for future uses that residents might not expect or want. Regarding the 1,000 buffer, he stated they were being told that it would protect nearby homes, but distance alone did not eliminate impact, especially when talking about continuous industrial operations, explaining data centers operated 24 hours a day and their cooling systems produced consistent low-frequency hums, pointing out that according to the World Health Organization Environment Noise Guidelines, environmental noise exposure was associated with adverse health outcomes, including sleep disturbance and cardiovascular effects. The WHO emphasizes that nighttime noise could negatively affect long-term health, even when it complied with regulatory limits, so meeting a decibel standard did not automatically mean there was no impact, and a relatively quiet area like southwest Mason City, even moderate continuous industrial noise, could alter a resident's quality of life, especially at night. He concluded his comments by stating he hoped none of the Council had accepted any contributions related to this data center for their campaigns, adding 25% of people in America

did not trust their government, especially when it came to protecting their health, educating them fully on different issues and most importantly, their rights and freedoms and Mason City deserved growth that strengthened the neighborhoods, not decisions that would they might regret from years from now.

Rick Carolus, 428 25th Street Southwest, stated rezoning agriculture land to industrial was not a minor adjustment, it was one of the most significant land-use changes the City could make. Agriculture land was long-term, low impact, that often was protected for good reason. Every industrial zoning opened the door to not just one specific project but to a wide range of intensive industrial uses such as data centers and once that rezoning was granted, it was extremely difficult to reverse and while data centers were often presented as clean and quiet, the reality was more complex. Modern facilities like those operated by Google, QTS, could require enormous amounts of electricity and water for cooling. They could place a strain on local power grids requiring new substations, generate continuous mechanical noise from cooling systems and dramatically alter the quality of life in adjacent neighborhoods. He stressed that before this rezoning was approved the public needed clear answers to critical questions such as what were acceptable noise levels for heavy industrial operating adjacent to neighborhoods; what infrastructure upgrades would be required and who would pay for them; what were the long-term tax benefits versus public service cost; what tax abatements and incentives would be given, because those were the public's tax dollars, not to be given freely to big corporations; how many permanent local jobs would actually be created; what would be the impact on nearby residents in terms of noise, traffic, property values and quality of life? He stressed the community needed to consider communitive impact and how approving one heavy industrial rezoning could set a precedent and signal what any vacant land was available for conversion, encouraging further applications that changed the long-term vision of the City. He stated a temporary moratorium would allow for an independent impact study, public workshops for affected residents, infrastructure and environmental assessments, clear development standards tailored specifically to data centers (why are they relying on broad, heavy industrial zoning), adding this was not about being anti-growth, it was about being responsible stewards of land, infrastructure and community trust. He concluded his comments by stating growth should be strategic, informed and aligned with the long-term Comprehensive Plan and once agriculture land was converted to heavy industry, it was effectively gone forever. The decision deserved more than a rushed timeline and limited information and urged the Council to pause and place a moratorium on this rezoning request until the full impacts were studied and shared transparently with the public and make sure that any decision the Council made was based on complete information, proper planning in the best interest of current and future residents.

Kale DiMarco, 428 27th Street Southwest, stated it was undeniable that the reclassification of the 328 acres in question from farmland to heavy industry opened a Pandora's Box of possibilities that stands to fundamentally alter the character of their neighborhood, whether it was new roads, increased traffic, noise pollution, light pollution or any number of other disruptions inherit to industry. He stated he understood in this case it was the needs of a few being pitted against those of the many and was simply asking that adequate consideration be given to their state-of-living in the process. Their primary area of interest was the agriculture land closest to them and stated if he asked everyone to picture and describe an Iowa landscape, he was sure he would get a near unanimous response consisting of empty, flat fields, in most cases, corn fields and that flat empty greenspace right out the front door was an integral piece of home. He stated this rezoning presumed to plot the towering ugliness of industry right in the middle of that space and if the area must be developed, he would request at the least that they be given sufficient distance from

whatever replaced it, noting he was glad to hear they were increasing the barrier to 1,000, but believed 1,500 would be more appropriate. He concluded his comments by asking the Council to recognize what this area represents to the residents, emphasizing a neighborhood was more than plots and parcels and lines on a map, adding his family had lived in Midland Heights and Rolling Acres spanning back four generations and was not exaggerating when he said they have played a significant role in its growth, development and character of the neighborhood and not only would a new industrial company start by generating a significant loss of property value but it would forever change the look of the area they had all lived in for years, the neighborhood his Grand-parents walked their children, grandchildren and one day watch their great-grandchildren grow up in and humbly requested they keep those points in mind as the process moved forward.

Kim Carolus, 428 25th Street Southwest, stated the rezoning of the plats containing a total of 382 of Ag land next to their neighborhood was not just a zoning change, it was a fundamental shift in character, safety, and livability of their community. She stated for years that 382 acre tract had served as Ag land, a natural buffer between industry and homes and this unrestricted zoning to heavy industry and data centers would greatly affect their property values and produce noise, vibration, bright lighting, and a huge potential for environmental and health impacts right at the doorstep of families who had invested their life savings into their homes, expecting residential surroundings, not industrial operations. The proposal for only a 500-foot setback was an affront to property owners and 1,500 would be way more acceptable. Beyond the zoning itself, she was troubled by the process, explaining when she contacted the Planning and Zoning Department to ask about filing a petition, she was politely told that even if she obtained the signatures of every home in Midland Heights and Rolling Acres, it would not be enough to trigger a super-majority vote because of how the 382 acre proposals outweighed the square footage of their properties. She stated "Think about that. We were essentially told that no matter how unified our neighborhood is, our voices would not mathematically matter" and asked how that was fair. She also mentioned approximately 30 notices were sent to property owners who were close to the project, even though this would affect the entire neighborhood and while she understood they might meet the minimum legal requirements, that minimum legal compliance did not mean meaningful public engagement and transparency and as for this area being referred to as a shovel-ready for a decade she would ask why was it that none of the residents that they talked to in going door-to-door in the middle of winter had any idea this rezoning was even being considered, let alone planned for 10 years. She concluded her comments by stating this decision affected not just acreage on a map but real people who had chosen to live in this area. A 382 heavy industrial project built next to established neighborhoods was not a small adjustment, it was permanent and she wanted to remind the Council that they represented the people of Mason City and it was their voices and votes that mattered, not the interest of large corporations or the number of acres they owned and stressed they were not anti-growth, rather they were asking for responsible growth, growth that respected neighborhood interest, included transparency, and growth that valued the voices of residents as much as acreage calculations and request the Council consider property values, noise, and long-term impact on their neighborhood.

Angie Bathke, 2819 South Monroe, asked the Council if they would like the proposed project in their backyard, advising she and her husband lived across from the proposed area and it made them sick thinking about this proposal. They loved their home, neighborhood and area park and could not believe this was being proposed in a residential area. If the rezoning would pass, they would probably move but then that would bring up the question of decreased property value. She stated they were both retired and planned on staying in the community but would seriously think about moving if this passed and believed many others would that as well, which would be sad for

the community. She asked that the following be thought-out and researched in more depth: increase in water and electricity usage; increase in water, air and noise pollution; long-term effect on community and children; decrease in property value; increased heavy traffic, truck traffic; actual number of jobs that would be created aside from initial construction; extensions of streets, pertaining to South Monroe (were told at the February 10th, 2026, Planning and Zoning meeting that that would not happen) and 29th Street Southwest and whether it would be extended west to connect to Pierce in the proposed rezoning. She concluded her comments by stating she appreciated the move to 1,000 feet but would ideally like to see 1,500 feet and stressed more research needed to be done and hoped it would be voted down.

Ben DiMarco, 428 27th Street Southwest, stated for many families, their home was their largest investment and property values were built on predictable, safe neighborhoods, reasonable traffic, quiet streets, and stable surroundings and when any residential area was rezoned for heavy industry, that predictability disappeared. He stated heavy industry changed the character of a neighborhood overnight with increased traffic, industrial lighting, mechanical noise all becoming a part of daily life and buyers weighed nearby land-use heavily when deciding on what a home is worth or whether to buy at all. When industrial zoning appeared on the map next door, demand dropped and prices followed and data from multiple sources showed property values falling 10% to 20% when adjacent to heavy industry. He also stated modern data centers required massive infrastructure, large buildings, back-up diesel generators, cooling systems, sub-stations, constant security lighting and the frequency hum from cooling equipment could operate day and night and back-up generators were tested regularly producing noise and emission and the facilities also transformed the visual landscape. Instead of greenspace, residential compatible development, families might face warehouse-style buildings, tall security fencing and bright perimeter lighting and the result was a clear shift from a neighborhood atmosphere to industrial zoning and proximity to heavy industry introduced uncertainty. Appraisers factored external influences, perspective buyers compared options and chose homes further from that activity and whether homeowners were looking to sell they would bear the burden one way or another. He concluded his comments by stating rezoning land next to established residential neighborhoods for heavy industry shifted costs onto the homeowners, costs they did not choose and could not easily absorb, and the heart of the issue was a simple principle, homeowners should not bear the burden of industrial expansion without careful consideration of the consequences and believed that it was foolish to rezone the areas nearest to their homes to Z6 with only a verbal assurance from the applicant that, in their words, nothing bad would be built there and asked the Council if they would not want this next to their home to please not impose that burden on them.

Missy Freund-Behrendsen, 508 24th Place Southwest, stated she and her husband moved to Mason City last summer with their five kids and chose their neighborhood because it was family friendly (ball fields and parks to the west, walking trail to the north and on any day with sun and above zero temps, there are kids and people out playing and enjoying themselves). This was not an area for industrial businesses. She stated her family did not receive a letter from the City about this proposal because they apparently were not close enough, even though they would be able to see it from their yard and asked the Council and Mayor if they lived where they did, would they have appreciated notification in the form of a letter. She stated voting 'yes' to make this land acceptable for industrial use would negatively impact their property values, resale ability, and quality of life and pointed out something that hadn't been mentioned was the IOOF Home which sat to the north of this land and the impact it would have to people enjoying what would likely be their last years on earth, people who had likely given to this community during their lifetime and the City planned to thank them by destroying their view. She urged the Council

to make decisions in the best interest of the community, emphasizing they were the only people right now who could protect their neighborhood and begged the Council to vote 'no' on this proposal and to the greed of corporate-owned farm ground and remember industrial businesses had no place in a residential area.

Lonnie Bryant, 427 29th Street Southwest, stated he was the lucky one that would have this behind and beside his house, advising his family purchased the house in 1986 and he had recently bought it from his Mother 11 years ago and had put time, energy and money into fixing it up and upgrading it to a place that he loved and planned on retiring in. He stated he understood buffering but zoning this 'industry' would be completely wrong. He commented on the wildlife in the neighborhood and the peace and quiet and mentioned how he loved the view and being able to know that he could eventually retire with all that was huge and reiterated he thought the zoning was completely wrong.

Jacob Grillo, 336 24th Street Southwest, stated he was born in New York, moved to North Iowa about approximately 20 years ago and did so because small towns were about the people and the one thing AI did was replace people and he was shocked that River City was all about putting something here that would eliminate small towns, advising they were fighting for jobs and AI replaced those with billionaires and stressed nobody wanted it here.

Mark Steil, 2011 South Madison Avenue, stated the Council has already heard what eventually would happen if a data center went in but he wanted to speak about the legal responsibility regarding this proposed rezoning to Z6, Open Industrial. He stated that under Mason City's own zoning law, rezoning must promote public health, public safety, and public welfare. It must protect existing neighborhoods and prevent conflicting land use. He stressed those were not suggestions, they were legal requirements and rezoning agriculture and residential land to the most permissive industrial classification available, Z6, raised a serious legal question of how was this not spot zoning? He stated Spot zoning occurred when land was rezoned primarily to benefit a single private entity rather than the public interest, especially when it conflicted with surrounding land uses. If this rezoning served one corporation but permanently altered protection for nearby residents, that exposed the City to legal challenges and reiterated Z6 open industrial was the most intense use available in City Code, continuous operation, heavy infrastructure, generator farms, and industrial expansion and once you grant that zoning, it was permanent and could not be easily undone and once it was granted a developer no longer needed leverage from the City, they already had it and that was why this moment mattered. If this project moved forward, it must come with legally binding, enforceable, long-term benefits for Mason City, not just vague promises of tax revenue and if a corporation stood to generate billions of dollars from Artificial Intelligence operations on land within our City limits, Mason City should not walk away with the minimum. He stressed this was the time to demand the infrastructure be fully paid for by the developer. This was the time to demand property value protections for neighboring residents. This was the time to require permanent noise-reduction, environmental safeguards and substantial, long-term community investments because if those protections were not secured before rezoning, they would not be secured after. He concluded his comments by respectfully asking the Council to demonstrate clearly how this rezoning complied with the Comprehensive Plan and demonstrate how it avoided illegal spot zoning.

Valora Steil, 2011 South Madison, asked how many Council Members believed independent third-party studies and long-term environment impact, air quality and infrastructure capacity had been fully completed and publicly reviewed. She stated there were no hands and the issue raised

serious concerns regarding their water and well and long-term sustainability. She stated water was life and was extremely difficult and costly to fix and commented on the effects of tearing up approximately 250 acres of farmland including elevated nitrates in drinking water which caused blue baby syndrome, miscarriages, inflammation, muscle and joint pain, and cancer and asked why the City would knowingly increase those risks. She emphasized before approving this rezoning, the Council needed clear data, long-term water testing, an independent environmental review, and assurance that residents would not bear the cost of water treatment or infrastructure upgrades. She requested the Council not just look at suggested tax revenue, but at long-term infrastructures strain and environmental cost and who would carry the risk if something went wrong. She also questioned what would happen if expansion was needed, stressing this was not just about today it was about decades from now. She concluded her comments by stating this rezoning would advance the most permissive industrial classification available and once granted, it was permanent and urged the Council to require independent data, full transparency and conduct a careful review before moving forward.

Penny Vega, 1454 East State Street, stated she grew up in that area and felt bad for the neighborhood, but also the community because it affected more than just that area. Once this was opened up for one data center, it would become seven data centers and questioned how many there would be after that. She also stated she had checked into the water issues and how it taxed the infrastructure and buffers, and reiterated this was not just a Midland Heights issue, it was a Mason City issue.

Daniel Horman, 12318 230th Street, outside the City limits south of Highway 18, stated he had just moved to this community in the spring of 2024 with plans of starting a business and be a part of the economic development of this community. He stated he had his undergraduate degree in accounting and in doing so, studied auditing and in his auditing class they talked about the issue of fraud and auditors and the responsibilities to be impartial and there were two degrees that they must be impartial; in fact, and in appearance and if they lack either one, they were biased and could not give an honest audit and he mentioned that in regards to the communication of this issue tonight. He stated he knew nothing about it until he received a screenshot of a Facebook post, explaining he worked at the Kwik Star by Wal-Mart for the last nine months and of his seven co-workers, not one of them knew this was happening and all of them have lived here for at least the last five years so would question not only the intent because of the lack of communication but also the 'in appearance' element and stated he wanted to echo all the other concerns that were raised tonight.

Dale Galligan 240 27th Street SW, and a 34-year resident of Mason City, stated he had worked in industry for 27 years and was not opposed to industry, but was not in favor of this location, advising in the summertime when the wind was coming predominantly out the southwest, all the noise and pollution would go across their whole neighborhood. In addition, he stated his friends and neighbors had to tell him what was going on (because he was not within the 350 feet) or he would never have known. He had lived for 25 years in Midland Heights and when the ethanol plant came along and the wind comes out of the southwest in the summertime, they had to close their window and when he wakes up at 2:00 a.m. it takes him two hours to get back to sleep because all he hears is the hum of the plant and the tractors and the trains and when they release the pressures it was definitely more than 85 decibels. He further stated when you Google data centers and the impact and the noise pollution, the first thing that pops up is that it was stressful, people lose sleep, and it destroyed the community and housing values. He concluded his comments by stating it was not a good location and would impact the whole neighborhood.

Mayor Lee stated it was 60 minutes into the debate and requested a motion to extend.

It was moved by Adams and seconded by Latham to extend the debate.

The Mayor called the question and on roll being called the vote was as follows:

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

Stuart Seible, 312 21st Southeast and 10035 Jonquil Avenue, stated he thought this was a bad idea and stressed it was just the beginning and the community did not want it and it was another Prestage. He stated companies wanted to move and say they were going to treat everyone good, but stressed companies had two goals and that was and paying as few taxes as possible on that money no matter what they said their primary goal was.

Tim Scholl, 130 28th Street Southwest, stated he wanted to echo everyone's comments tonight, advising he grew up in that neighborhood, loved it and his folks built a house there 67 years ago. It was peaceful, quiet and a beautiful neighborhood and they did not need this and he was totally against it. He also stated he did not hear anything about this until someone came knocking on his door, adding it has all been hush-hush and when they say they have been working on it for 10 years he did not believe it because he hasn't heard a word about it.

Max Weaver, 317 20th Southeast, stated he was calling the Council a liar exclaiming they were not for the citizens of Mason City and it was a déjà vu of the meatpacking plant with Mayor Bookmeyer. He stated the Council got ZBA and Planning and Zoning to approve this project and there was even a meeting last January to change the Comprehensive Plan to get this done and Mayor Lee had changed the rules of the Agenda to allow public comment for only three minutes and it was all wrong, but stressed the community had done a great job speaking. He referred to 25 acres east of Asbury stating it was the old town dump that had been sitting empty for years and suggested building a data center there. He commented on Southbridge and the money the City had put into it and how it was empty and told the City Administrator to quit building his resume. He suggested a citizens committee where both sides got together to pick a firm that would do an environmental impact study done and bring that information back to the Council and get a statement from the DNR and the state of Iowa, noting several cities across the country were putting moratoriums on data centers. He questioned what kind of data center it was, stressing if it was AI he wanted nothing to do with it because AI's were going to do away with mankind and urged the Council to drop this right now.

Dan Raemaker, 503 20th Street Southeast, stated he had lived in Mason City since 1977 and it hadn't been his choice to come here, he was assigned here, and he loved Mason City and what he heard tonight was too much nay saying, advising he did not have enough facts, yet he had heard so many people with nothing but negative connotations. He suggested everyone sit back and look for the facts, lay them out, and then go from there rather than name calling, stating he knew people on the Council and they were straight-forward folks....

Mayor Lee advised the audience to give respect when someone is at the podium.

Raemaker continued his comments reiterating the community should get the facts, look for solu-

tions, and go from there and not let emotions take over better judgement.

Craig DeWine, stated he grew up on South Jefferson and reflected on the audience booing Dan Raemaker, stating there was a time growing up when people cared about each other and suggested everyone calm down. He stated there was no doubt there was going to be a noise problem and it would eat up water and it was going to damage the land. He referenced Decker's Packing Plant that used to be in Mason City and how it contributed back to the City as well as Northwestern Cement Plant and stated the citizens had put up with some things because of that but none of it was damaging residents of Mason City, except for the smell and the dust on the North End from the plant. He also stated things had changed and people needed to get back to the basics and agreed you do have to get the facts, but he also thought every view was representing us as a government was by the people, of the people, for the people, and they should listen to the complaints tonight and not move too fast because facts made a difference. He requested the Council listen to the people the Council represented and not big corporations because the people would suffer the consequences. He also stated he had worked on the railroad for 30 years inside the locomotive and the decibel levels were about 90-something and he had lost hearing and from what he heard the indoor data centers were about 93 decibels, emphasizing 85 was damaging and urged the Council to think of the health of the residents, first and foremost above anything else.

Sandy Servantez, 1213 6th Street Southwest, stated she had tried to make some phone calls the last few days to find someone who lived in a town with a data center to get their opinion on what it was like to live with one in their backyard. She stated she was trying to get both sides but she would not want one in her backyard and asked if the things she was told 10 to 15 years ago regarding data centers had changed, meaning had the noise level or water consumption, advising she had thought about going to Altoona to visit one.

Athena Levad, 223 North Crescent Drive, stated she had read the Mayor's statement, but there were no company names, no proposal details, no by-name commitments, just a "trust us" stressing that was not transparency, that was intentionally vague and citizens should be asking 'why' and the reactions the Council was seeing tonight were valid. The public had not been provided with the facts. She also stated Mayor Lee had won by a slim margin and in the last Special Election only 6.3% of Mason City turned out to vote, but that was not a mandate to make decisions like this behind a curtain, that was a warning and when the community finds out what was being decided without them, there would be consequences so if the Council wanted the community to trust them they should name the company, show the proposal and provide answers.

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

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

Council Member Latham stated the Council had listened to a lot tonight and he wanted to clear up a few things stating he took no money from anyone for any of the elections he had run in. He also directed his comments to Max Weaver stating Max knew and took advantage of the fact that the Council could not talk back and stressed none of the Council were liars. He stated he respected everyone's opinion and had talked to probably a third of the people sitting in the audience and got the map from one of their neighbors three weeks ago, adding he hadn't seen a map and wasn't sure anyone on the Council had seen that map. He also stated that site as Max Weaver well knew, had been shovel-ready for 10 years looking for development and nothing had come

forward and he wasn't saying whatever came forward was the perfect thing tonight but just wanted to point that out.

Council Member Masson stated he too did not appreciate being called a liar because he was one of the last people to know anything about this. He stated he was not on Facebook, so when people started emailing and calling him, he had no idea what they were talking about, so he resented that implication. He further stated he was not born in Mason City but would put his commitment to this town up against anyone and had lived here over 20 years. He concluded his comments by stating modern data centers were not perfect and yes they still used water although not nearly as much as they used to.

Council Member Adams requested staff or Schreck respond to some of the most mentioned concerns which were water use and electrical use, specifically who paid for the upgrades to the infrastructure, adding there was information out there on the Alliant's website about heavy electrical users and data centers and also requested an overview of what a closed-loop cooling system was with Schreck stating he was not an engineer but the more modern data centers they talked to used a closed-loop system so they were barely concerned about water capacity issues. He did note if they wanted to utilize water to any extent, the City already had engineering for water captured, using gray water essentially that was currently being pumped out of the Wastewater Treatment Plant as a cooling option and that was 4 to 5 million gallons a day that could be utilized for all the City's industrial users. He also pointed out the top three water users in the City currently averaged about 700,000 gallons a day, emphasizing the project being discussed wouldn't even make the City's current top 10 list as far as usage.

Council Member Adams questioned the electrical upgrades with Schreck stating Alliant had made a statement that no large load users, no new data center projects that came on their network would lead to increased costs, advising they were covering that a few different ways. The primary way was that any new infrastructure build-out, whether that was transmission lines or new generation would be covered 100% by the company using that load and stressed it would not be spread across the community and that was a huge commitment. He also stated that was what was being seen nationally and what the Federal government was pushing for at this point, that large users would not put a strain on the grid. Regarding that load, he stated having one large user like that allowed some stabilization across the network and referenced the Des Moines area with Apple, Facebook and Microsoft whose MidAmerican rates had been kept fairly stable for the last 10 years.

Administrator Burnett addressed water, advising whenever they had a prospect, as they moved through the development agreement process, water and any utilities were always a discussion.

Council Member Adams referenced neighborhood traffic concerns should a development proceed, noting the goal was to keep them on main arterial roads through the City, and not only construction traffic for a build-out of a project, but also on-going traffic and stated he understood that was in the Zoning Agreement with Burnett stating the Zoning Agreement outlined many of those concerns and there was a lot of intention put into those through the Planning and Zoning discussion. The traffic concern was obviously front and center for the residents in that area so that was why there was a condition placed on it in the rezoning request, that it not connect to those residential areas because frankly, there were better options from the standpoint of getting traffic away from an area like that. He also pointed out there were three arterial roads that surround an industrial park, however unfortunately there were truck drivers that meandered every

once in a while like Bushel Boy but reiterated they wanted to make sure to keep that traffic away from the neighborhood and that was why there was a restriction. In addition, he stated the Council could pose those restrictions by not moving forward with the project, or not allowing that build-out to occur, but it was even stronger when it was in the Zoning Agreement.

Council Member Adams asked staff to address comments regarding 'spot zoning' with Development Services Director Van Steenhuyse stating it was not spot zoning mostly by the fact that it was an extension of an existing zoning. He stated "Spot zoning is usually when you put something that is way out in the middle of everything else, and for instance if we wanted to rezone what is now the park on the old Madison School site to commercial, that's 'spot zoning' because it's completely surrounded by very different zonings. This is not in this case, in that case, where it's an extension of zoning that already exists."

Council Member Adams asked if they had a proposal right now with Schreck stating "We do not and just to address the map that's going around, you know, that surprised everybody for instance. In the process of this being marketed as River City Industrial Park, we've talked to numerous prospects and enriched companies, this one happened to be doing what they call kind of a 'test plot' seeing how would a project, what could fit potentially, and it got put out there to IowaOne-Call, so it went out as an exploring thing. So that's kind of how that came about and it was a mistake on somebody's part in their engineering part. So that's where that came out and obviously it's very interesting. It shows how they develop things or start to prepare and they don't do their processes as they look at sites and they put out a statement they're considering sites across Iowa, that that company has one in Cedar Rapids currently underway. So that's kind of how that specific one came about. There are no current negotiations. There is no current proposals presented by any company."

Administrator Burnett followed up by stating "Just to elaborate a little bit more, as some of you know just from working with the economic development side, proposals come in from the State, I mean, weekly they come in and not proposals, I shouldn't say, requests for information and sometimes those move into information where you start site planning and sometimes those move into utility discussions and, you know, it's a long process to move through economic development. It's not unusual to have somebody do a plan like this. Now it's not to say that there isn't consideration. I think that that's been, it was reiterated at Planning and Zoning, it's been reiterated by multiple elected officials, I'll reiterate it right here, you know, it's definitely a consideration as part of this process whether a data center would be a fit that we see moving forward on that site, but as I mentioned, with every rezoning, as the Council knows, you have to consider any allowable use and that's why you see the usage being outlined within the rezoning agreement of what's not allowed in that area. So, it's a long process. There was, you know, by no way is this trying to hide something in any way, it's a matter of just going through the development process. Realistically, you know, you could see what, 15 of these a year, where you get to where you're actually talking about site planning, so it moves beyond that and then, you know, maybe a project moves forward, maybe it doesn't."

Council Member Jaszewski stated he agreed with Ms. Servantez that if this was a data center project, the Council should visit one, adding he had suggested that this morning to the City Administrator and he agreed, so if the proposal came forward as a data center he would want to see what it looked like. He also stated a week ago when he heard about this it sounded pretty good, but after hearing all the public comments he wasn't so sure but he could guarantee this, that no one had offered him any money to vote one way or another on this. He agreed it probably made

sense to slow down a bit and maybe pause to get more information, but pointed out it was on First Reading and he would be looking out for the neighborhood's interest because that was his ward and he respected their opinions and they had his support.

Council Member Symonds stated he had his own misgivings about data centers, especially AI ones, and it was difficult to separate the rezoning, which he 'generally' supported. He asked if the City requested a 1,500 foot buffer would RCK then need to go all the way back to P & Z for a re-submit with Van Steenhuyse stating that was correct, the Council had to deal with what was before them now, advising a Conditional Rezoning Agreement was completely voluntary on the part of the applicant so they had submitted what they were willing to do and if it wasn't good enough, then the Council had two choices; they could vote it down or approve it, adding he was not sure about tabling it.

Council Member Symonds questioned if this was approved after all three Readings the way it was written and someone came forward with a proposal, it would almost assuredly have a development agreement attached so the Council could add further restrictions with Administrator Burnett stating that was correct, a project does not move forward without a development agreement and the reality was they all had requirements that came with them, whether they were utilities or water or anything along those lines and historically there had been tax benefits provided to data centers across the State of Iowa, but those had changed over time. They were reducing so the benefit for the community became greater. The idea of one moving forward without any agreement was not zero but it was about as close to zero as possible.

Council Member Symonds referenced the comments regarding back-door deals, stating the first he learned about, at least the data center, was this weekend and then the P & Z meeting otherwise, the rezoning piece was not known to him. He concluded his comments by stating the Council didn't talk much about shovel-ready sites, but referred to the map where there were four squares in the bottom corner, outside of this rezoning and asked if that was largely the shovel ready site Schreck was referring to over the last 10 years with Schreck stating that was correct. It was currently Z6-0 and it was a certified shovel-ready site and then southwest of that had also just been certified so that was about a 150 acre site and then southwest was another 350, adding it was important to note any heavy industrial development being recruited would be in that southwest area south of Golden Grain, so just because this was industrial did not mean that it was necessarily heavy, heavy industrial.

Council Member Symonds asked how many in the audience would support this with a 1,500-foot buffer with a few people raising their hands.

Council Member Symonds asked what else could fit in that area other than data centers with Schreck stating something like Curries and Cargill, those types of manufacturing projects, warehouse and distribution like the McKesson project in Clear Lake, things of that nature would be the primary things and renewable fuels continued to be an interesting sector, advising they had different leads on that, again, in that south Golden Grain-type area as there was rail access and farther from anyone.

Council Member Adams stressed he wanted to be clear that this would take three Readings so the next Reading would be March 17 and the final Reading April 7th, so the soonest the zone could be changed was April 7th. He also asked if the zone changed and a project came forward what the steps were with Development Services Director Van Steenhuyse stating "First of all, whatever-

er site plan development plan is proposed would have to conform to the rezoning agreement and to any commitments that were made in the development agreement, so those are important parts of that process. The Development Review Committee process, the committee consists of basically department heads, anybody that touches the development site, so we've got myself and Ella, the City Planner, the Building Official, City Engineer, Fire Marshal and then you know, the Police Department chimes in and if there's a project that's on a State Highway, we invite IDOT to be a part of that discussion as well, and also finally Alliant, because obviously providing the gas and electric is a part of the development process. So, once we have a site plan, there's basically two steps; the first is a concept plan. It's less detailed. They would bring us basically a plan that shows what the building or buildings will, how they'll be placed on the land, what the setbacks are, you know, where the access to the buildings is going to be, the height of the buildings so that we can ensure that it meets the requirements of the zoning district, etc. and through that concept process we describe to the potential developer what they're going to need to put on their major site plan, their final site plan, so that they're in compliance with all of our requirements and then the ball's in their court. They go back and refine their plan, create their final plan, resubmit those for another review by the Development Review Committee to ensure they're in full compliance with the City requirements. When that's done, they can move forward to applying for building permits."

Council Member Adams questioned how the City would enforce some of the clauses in the rezoning agreement like the reduction in drainage and max decibel level with Administrator Burnett stating the 10% stormwater reduction was not a small thing, noting there were water issues in that area and that was why there was a FEMA study going on, adding Mason Creek especially had water issues so the ability to actually reduce that through development was a big deal because that would help achieve a reduction of water that was coming through the community and also have positive impacts for the adjoining properties in that area. On the noise side, staff investigated noise complaints frequently and to be totally transparent on that, noise was more difficult because of how it transferred and referenced train noise.

Council Member Adams inquired if the decibel levels in the Zoning Agreement were low with Administrator Burnett stating the decibel level was very low and very much a residential level.

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 Z3 General Urban District to Z6-O Open Industrial District(19.22 acres) and from Z1 Agricultural District to Z6-O Open Industrial District (204.22 acres) all subject to a Conditional Zoning Agreement, was presented.

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

The Mayor announced a recess at 9:19 p.m.

The Council reconvened at 9:31 p.m.

15. Change of Zone Z6-O Open Industrial – Indianhead Farms Inc.:

City Planner:

The Planning and Zoning Commission conducted a public hearing on the requested rezoning on February 10, 2026. Members of the public expressed concern or opposition to rezoning approximately 79 acres from Z4 and 80 acres from Z1 to Z6-O. Opposition focused on the breadth of Z6-O and uncertainty about future uses, including the potential for high-intensity, industrial-scale development and 24/7 operations near established neighborhoods. Residents stated the proposed buffer is insufficient and noted that development (including solar generation facilities) could extend to the buffer line, prompting requests for enforceable safeguards (expanded screening/green space, noise and lighting limits, restrictions on access points, and limits on heavy truck traffic). Speakers also emphasized existing drainage and flooding issues and concerns that additional impervious surface could increase runoff, have negative downstream impacts, and affect groundwater conditions. Additional concerns included traffic and safety impacts, bus route impacts, fire protection needs, skepticism about community cost-benefit, and requests for written assurances and clearer explanations of permitted and accessory uses. The Planning and Zoning Commission voted unanimously (7-0) to recommend approval of the rezoning request subject to the conditions of a Zoning Agreement, along with the RCK Properties LLC rezoning request for the adjacent 223.44 acres (which is a separate item on the Council's agenda). Staff concurs and respectfully requests that the City Council convene a public hearing to consider the rezoning. Staff also notes that the applicants have submitted a new Zoning Agreement, that should be considered during the Council's deliberation. Upon closing the hearing, Staff requests that the City Council approve the rezoning request on first consideration, subject to the conditions of the Zoning Agreement. The applicant, Indianhead Farms Incorporated, requests rezoning of four parcels immediately west of US 65/Federal Avenue within the River City Industrial Park area. The property is bordered on the south by 4042 South Federal Avenue (MH Equipment) and the Iowa DOT Region 2 facility, and on the north by two parcels owned by Indianhead Farms but not part of the rezoning request. Approximately 79 acres with frontage on US 65/Federal Avenue are proposed to be rezoned from Z4, Multi-Use District, to Z6-O, Open Industrial District. The remaining approximately 80 acres are proposed to be rezoned from Z1, Agriculture District, to Z6-O, Open Industrial District. The subject property is east of and adjacent to approximately 223.5 acres to the west owned by RCK Properties, LLC, which is also proposed for rezoning to Z6-O. If both the RCK and Indianhead Farms rezonings are approved, all land south and west of Midland Heights, west of South Federal Avenue, and north of 43rd Street Southwest will be zoned Z6-O. The property is currently vacant and has historically been used for crop farming. Since annexation into the city in 2005, it has been marketed as the River City Industrial Park. The long-term intent of the South Industrial Park is to accommodate a full range of industrial uses, including those allowed in the Z6-O, Open Industrial District. The North Iowa Corridor Economic Development Corporation has received requests from industrial developers seeking land suitable for industrial development, including manufacturing, assembly, large-scale warehousing and transfer, and data centers. To develop the land as an industrial park that accommodates this scope of use, a change of zone is required.

Analysis: *Neighboring Development and Zoning:* Two parcels immediately north of the proposed rezoning area are also owned by Indianhead Farms and will remain zoned Z1 and Z4. Land farther north is zoned Z2, Sub-Urban District, and is developed as the Mid-

land Heights neighborhood of single-family, freestanding houses. Land to the west is vacant and used for crop farming. Of the two quarter sections to the west, the northern abutting quarter section is zoned Z1, Agriculture (and is proposed for rezoning to Z6-O as part of the RCK rezoning noted above), and the southern adjoining quarter section is already zoned Z6-O.

Land to the south includes farmland, the MH Equipment crane dealership along South Federal Avenue, and the Iowa Department of Transportation Region 2 facility. The western half of the land to the south is zoned Z1, and the eastern half is zoned Z4. Land to the east, across US 65/South Federal Avenue, is zoned Z4 and is developed with a range of uses, including single-family homes and farm dwellings, lodging, automotive service, and light industrial functions.

Current Zoning: The Form and Function Table (Section 12-8-3) lists the forms and functions allowed in each zoning district. Z4, Multi-Use District: Z4 permits a mix of housing types (including single-family homes, duplexes, townhomes, group dwellings, and apartment buildings limited to three (3) stories) and some low-intensity retail and commercial uses. The stated purpose of Z4 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 and planned in a walkable arrangement with parks, interconnected and landscaped sidewalks, streets and parking facilities” (Section 12-12-1). While Z4 may allow certain low-intensity functions sometimes found near industrial areas, it does not permit typical industrial park functions by right and is not suitable for exclusive industrial park development. Z1, Agriculture District: Z1 permits agricultural functions, freestanding houses and farm dwellings, and very limited, low-intensity commercial uses. The stated purpose of Z1 is “to provide areas in which agriculture and related uses are supported and natural ecosystems, woodlands, wetlands, prairies, etc., are preserved to prevent soil erosion, protect water quality, and support biodiversity and natural habitats” (Section 12-9-1.A). Areas zoned Z1 within city limits are considered future development areas, provided public utilities can be easily extended; development in this area is therefore anticipated as an extension of existing or planned development.

Rezoning to Z6-O, Open Industrial District: 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). Section 12-14-7 further provides that “Open industry development consists of large, relatively self-contained and isolated facilities whose potential nuisance or hazard generation from the processing, manufacturing, assembly, storage, and distribution of materials and products is moderately high or higher. Functions that produce emissions of noise, vibration, smoke, dust, or other particulate matter, toxic materials, odor, or glare shall not exceed the standards set by the Iowa Department of Environmental Quality. Storage, distribution, or sale of gas, fuel, or oil shall comply with and be approved by the Fire Chief.”

Comprehensive Plan: Iowa law requires rezonings to be in conformance with the jurisdiction's Comprehensive Plan. A map excerpt from the Future Land Use (FLU) Map in the North Iowa Corridor Joint Comprehensive Plan (Amendment #1) is attached. The City Council adopted Amendment #1 on January 20, 2026, and it covers the area proposed for rezoning. The FLU map designates the area proposed for rezoning as General Industrial and Utilities, except for a greenbelt strip along South Federal Avenue. Proposed roads provide the major access to the General Industrial lands. The Joint Comprehensive Plan describes the General Industrial and Utilities designation as follows:

- Areas reserved for larger business and industrial development are essential to North Iowa's economic base, but are not as complementary to standard urban development.
- The designation includes public and semi-public facilities with industrial operating characteristics, such as public utilities, maintenance facilities, and public works yards.
- Uses might include a range of industrial enterprises, including those with significant external effects such as extraction, heavy materials production, and uses with significant outdoor operations.

The forms and functions allowed in the Z6-O, Open Industrial District are consistent with this description. Staff finds the proposed Z6-O rezoning conforms to the amended Comprehensive Plan.

Spot Zoning: Spot zoning occurs when a rezoning benefits only a small area or a limited number of property owners and is in stark contrast to the established surrounding zoning and land use. Spot zoning can be illegal; however, if the rezoning is consistent with the adopted Comprehensive Plan, it may survive a spot zoning challenge. The proposed rezoning to Z6-O is a substantial change relative to existing land use to the north and east, but it is consistent with land to the west, which is already zoned Z6-O as part of the River City Industrial Park. Staff concludes that this proposal is not spot zoning.

Zoning Agreement: Prior to the Planning and Zoning Commission public hearing, the applicant submitted a Zoning Agreement placing restrictions on the use and development of the land proposed for rezoning. Iowa Code allows conditions on rezoning approvals when voluntarily proposed by the applicant and submitted prior to a public hearing. The Planning and Zoning Commission's recommendation was based on the conditions within the Agreement. The applicant has submitted a new Zoning Agreement, which should be considered during the public hearing that will be convened by the City Council. Under the original Zoning Agreement, in exchange for rezoning approval, the applicant would not allow any structure to be built within 500 feet of the nearest boundary of any property zoned Z2, Sub-Urban, or Z3, General Urban. The new Zoning Agreement increases this distance to 1,000 feet. Within that 1,000-foot buffer, the owner must establish a greenbelt with a minimum width of 25 feet (or 15 feet when a combination of a solid fence and landscaping is provided). The greenbelt "shall include vegetative screening consisting of coniferous and/or deciduous trees and shrubs planted at a density sufficient to provide a year-round visual screen between the industrial use and the Residential Property." In addition to the increased buffer, the Agreement states that a drainage plan shall be submitted along with the required site plans for development. This plan must ensure that post-development stormwater discharge rates are 10 percent less than pre-development (current) discharge rates. This requirement responds to the concerns raised during the Planning and Zoning Commission meeting about drainage in the area. It ensures that there

will be less off-site drainage impact than currently occurs over the agricultural land. The new Agreement includes a statement regarding noise generated by development on the rezoned property. It states “No function shall be permitted on the Property which creates sound at the nearest Residential Property in excess of 60 db(A) during the hours of 7:00 a.m. to 7:00 p.m. and in excess of 50 db(A) during the hours of 7:01 p.m. to 6:59 a.m.” This is slightly more restrictive than the requirements of Section 8-6-5 of City Code, that sets maximum noise levels based on land use. Within residential areas, City Code allows maximum sound levels of 60 db(A) from 7:00 a.m. to 10:00 p.m. and 50 db(A) between 10:00 p.m. and 7:00 a.m. The Conditional Rezoning Agreement requires the lower noise level beginning at 7:00 p.m. instead of 10:00 p.m. According to the Center for Hearing and Communication, 60 db(A) is equivalent to the volume of normal conversation or a typical office. Combining this requirement with the 1,000 foot buffer, it is very unlikely that there will be significant noise impacts on nearby residences. Finally, the new Zoning Agreement specifically prohibits certain forms and functions that are otherwise allowed in the Z6-O District. The following forms and functions will not be allowed on the property if the rezoning is approved:

- xiv. Livestock related intensive uses such as feedlots, stockyards, slaughterhouses, rendering plants, and tanneries.
- xv. Solid waste landfills, waste transfer stations, materials recovery facilities, or waste incinerators.
- xvi. Hazardous materials manufacturing or processing; hazardous waste treatment, storage, or disposal facilities.
- xvii. Petroleum refining, bulk petroleum/fuel storage terminals, or renewable diesel/biodiesel production/refining facilities.
- xviii. Asphalt or concrete batch plants.
- xix. Scrap/junk/salvage yards, automotive dismantling, or metal shredding.
- xx. Crematoriums as a principal or accessory use.
- xxi. Mining or mineral extraction operations.
- xxii. Adult Use.
- xxiii. Utility-Scale Solar Energy Generation Facility. For clarity, “Utility-Scale Solar Energy Generation Facility” means a principal-use solar energy project designed primarily to export electricity off-site (whether by interconnection to a utility grid or by private wire) rather than to serve on-site consumption. This prohibition does not apply to “Active Solar Equipment” installed as an accessory use to serve on-site electrical or thermal load, including rooftop, building-integrated, canopy/carport, or subordinate ground-mounted systems that are incidental and subordinate to the principal permitted use, consistent with Chapter 12, Zoning, of the City Code of the City.
- xxiv. Gas/convenience stations or stores
- xxv. Vehicle repair
- xxvi. Vehicle sales or rental

These additional conditions were created in response to concerns raised during the Planning and Zoning Commission public hearing. Staff finds that these commitments will prevent or mitigate potential impacts to surrounding residential uses. The applicant for the adjacent RCK Properties rezoning to Z6-O has submitted a new and identical Zoning Agreement with the same conditions and restrictions proposed for the Indianhead Farms rezoning.

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. At the Planning and Zoning Commission public hearing, two residents of the Midland Heights neighborhood and one resident who owns land directly to the south of the property proposed for rezoning spoke in opposition to the rezoning. These comments are summarized in the attached minutes from the February 10, 2026, public hearing. The Planning and Zoning Commission voted unanimously (7-0) to recommend approval. Since the Planning and Zoning Commission meeting, Staff has received a petition signed by 404 persons opposing the rezoning of both the RCK and Indianhead Farms properties. Iowa Code states, if the owners of 20 percent of the land within 200 feet of the property to be rezoned submit a protest petition, a supermajority vote by the City Council is required to approve the rezoning. In the case of the Indianhead rezoning, the 200-foot buffer barely touches one residential property on the east side of South Federal Avenue. This property does not come close to the 20% ownership threshold (and it is not zoned residential, as it is in the Z4 Multi-Use District). The remainder of the property within 200 feet is either already zoned Z6-O or is part of the RCK rezoning application. Therefore, the supermajority requirement does not apply to this rezoning request.

There is no impact to the operating budget resulting from this request. If the rezonings are approved, there will be increased property tax revenue from the development of the properties. Staff requests that the City Council approve the rezoning requests on first consideration (1st, 2nd, or FINAL).

The Public Hearing was held as per published notice.

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

Kim Carolus, 428 25th Street Southwest, referred to the map and questioned why the Z1 and Z4 all needed to be rezoned to Z6 if there was not going to be heavy industrial there and asked why not a more restrictive zoning in that area. She also stated the buffer zones needed to be set back further and there needed to be green spaces, trees, walls, and every layer of protection, adding regardless of what kind of heavy industrial went in it would be noisy, loud and intrusive. She also referred to the petition she submitted that they had worked extremely hard on in the dead of winter and were told by staff it would be impossible to change, but stressed she did not give up and went door-to-door with volunteers and got 448 signatures and it looked like the Council received that in a email, however it had not been mentioned tonight. She stated they had to explain the situation at each and every house and no one knew anything about it and while she appreciated Council Member Jaszewski saying he represented them and would be willing to go visit a data center, she wondered if the Council would want it where they lived and stressed they really needed more information and it was irresponsible to go forward with this zone change.

Dave Voortmann, 427 26th Street Southwest, stated he couldn't believe the Council was saying what they were saying with a straight face and felt if they voted 'yes' tonight they were sacrificing their neighborhood.

Dale Galligan, 240 27th Street Southwest, stated this was still the same area, same deal and he appreciated that there would be a segregated path for any industrial traffic and trucks that went

through this area but where he lived on 27th Street there was a lot of truck traffic and he had two vehicles totaled on his street and his neighbor next door to him had three. He stressed there was enough traffic in their area with just the residential and the streets were narrow and with the school grounds and he would hate to see trucks coming through the neighborhood, adding he would like to see the City place an embargo on Monroe and 27th and possibly 23rd Street, emphasizing it was dangerous for the community and children waiting for the bus.

Rick Carolus, 428 25th Street Southwest, referred to the buffer zones and setbacks, stating they should remain as Ag land or maybe developers should create a park and install trails through there and asked if they could build in a buffer zone.

Max F. Weaver, 217 20th Southeast, stated he stood by every word he said tonight, advising when it was the Council's turn to talk, they barely knew the subject. He stated he was well read when he came to the podium and had been threatened a thousand times in his political career and was not shutting up. He referred to the Comprehensive Plan, advising Iowa law required rezoning decisions to conform to the jurisdictions of the Comprehensive Plan and the City Council adopted Amendment Number One to a North Iowa Corridor Joint Comprehensive Plan on January 20th, 2026, covering the subject area and not only did it cover the subject area, it mentioned the company, the data center. He stated he then went back 22 years to the Indianhead Farms study and discovered when Jack MacNider passed away and Charlie inherited all the land, he was going to put it all up for sale and not a word was mentioned about a data center back then and that was included by Ms. Phillips on the 3rd Floor just in the last two months so they had everything, but what they didn't have was a team and that was embarrassing. He stated he had a serious reputation and would debate Tim Latham any time and he had reputation of shooting his mouth off but backing it up with research and doing his homework and the library was his home away from home and not Facebook.

Kale DiMarco, 428 227th Street Southwest, commented on traffic, stating Monroe was a very popular street with walkers, bicycles, kids, etc. and there was no continuous sidewalk that stretched all the way along that road so, so if the Council was looking for some concessions that was an option. He also liked the idea of Alliant contributing something to the neighborhood in those setback zones and maybe extending the bike path on 23rd to some of the paths near the Avenue of the Saints.

Susie DiMarco, 113 27th Street Southwest, stated she did not understand how the Council could move forward with how little information there was out there, adding almost all of the Council has admitted they don't know about this and stressed they did not have all the facts and there was no guarantees to the neighborhood and concluded by stating the Council chose to step forward and serve and they appreciated that, and they elected them, but it was to protect them, protect the City, the community and their future and urged them to remember that.

Michelle Koch, 316 26th Street, referred to the zoning map and Z6R's that were restricted for industry and asked why the Council was not considering that instead of opening it up for everything and anything as a possibility. She stated she did not know what fell within the restricted versus the open and mentioned there was a lot of yellow zoning moving up towards the north and wondered why they did not want to move further south.

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

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

Council Member Adams thanked the public for their comments and wanted to make sure everyone understood he appreciated the comments and feedback. He stated he had received a copy of the petition and thought everyone had via email, adding they all knew how much work that was, especially at this time of year, going door-to-door and he wanted to recognize those efforts. He requested clarification regarding State Code that triggered the Super Majority (5 affirmative votes) and how that related to the petition submitted with Development Services Director Van Steenhuyse stating "The Statute says that if a protest petition is received from the owners of 20% of the land within 200 feet of the property to be rezoned, then that triggers the Super Majority requirement. It's not a question of numbers; it's a question of ownership so I did a quick review of the number of properties that are within 200 feet of this property that's within the Midland Heights neighborhood. There's about 14 properties that are within 200 feet of the property to rezone. When you look at the entire area around there and take that 200-foot buffer all the way around, that little bit of Midland Heights was, you know, far less than 1% percent of the total."

Council Member Adams asked if staff looked at the property being rezoned to the nearest edge of the neighboring property with Van Steenhuyse stating that was correct, if the line went through a property, he included it as one of the properties that would be in there.

Council Member Adams requested assurance that there was no plans to connect South Monroe south to 43rd Street Southwest (stops around 26th or 27th), adding the intent was to use that as a dead-end with Administrator Burnett concurring, stating it was not built to carry that kind of traffic and would take substantial improvements to do so which did not make any sense from a logistical standpoint. He mentioned he did take note of the signage on Monroe and some of those streets and staff would try to address that issue.

Council Member Adams stated he thought Griff and Kale had brought up some good points and asked what the buffer zone would include as part of the site plan process with Van Steenhuyse stating it was hard to tell at this point, advising through the development agreement process there might be some negotiation as to how that buffer zone would be developed.

Council Member Adams asked if amenities and concessions and parks were all negotiating points as part of the development agreement with Burnett concurring, stating as part of this development agreement, the City would mandate improvements to be of benefit to the community and benefit to that neighborhood. So, what was mandated within the rezoning agreement wouldn't necessarily mean that it was the limitations of what would be mandated and when a development agreement came forward from whatever project would be in that area, then the Council would see those more specific requirements.

Development Director Van Steenhuyse also pointed out that regardless of the zoning agreement, there were still other requirements already in the Zoning Ordinance related to landscaping, lighting, things that had been brought up and staff could certainly negotiate with them to provide other landscaping amenities, if that was best for the project.

Council Member Adams questioned the difference between Z6-0 and Z6R with Van Steenhuyse stating Z6R was anything that you would consider to be the least intrusive like assembly, laboratory, or warehousing, things that did not generally create as much traffic or potential for noise.

The Z6-0 allowed for a greater range of uses to make the property more attractive to potential industrial development.

Council Member Masson stressed this was the First Reading and the Council and staff would keep talking about it and bringing back good, concrete data. He also stressed there was no specific agreement with anyone on the table today. There is no data center. There was nothing. He concluded his comments by stating if there was a data center or any other development, that would require more discussion and more development and more voting down the road and wanted to make sure those three points were clear to everyone.

Council Member Symonds thanked everyone for their comments stated he did not actually see this making it through three readings and would probably encourage the owner to withdraw and conduct some workshops, pointing out there was another rezoning last fall that failed to make three readings so voting 'yes' tonight did not make it a sure thing. He referenced the apartments on 19th Street with Administrator Burnett stating that did not have a development agreement with it.

Council Member Symonds asked how many times there is a rezoning with a specific plan attached with Administrator Burnett stating it would be unusual.

Council Member Latham thanked everyone for their input and wanted to apologize that maybe the Council did not have all the facts tonight but that was part of the process and he was hoping that, as the Council moved forward, that there would be more facts.

Council Member Masson stated one of the speakers said something about the Council seeming unprepared, but his point was "we do have the facts, there are no facts to have, I guess that's my point. We don't have the facts because, like you said, there is no proposal, there is no facts to have at this point, just a zoning change."

Council Member Hines stated what he felt was off-putting was to be told that the Council was trying to hold something back, was not informed and was lying emphasizing "If you don't know enough about it, which people need to find out as much as they can, but how are they lying. I was sworn in four hours ago. I didn't have that information, so I really love this town, and I hope that I will not make a decision that I think is harmful to this town."

Mayor Lee stated if they had all the information, the Council would be accused of keeping everything a secret. He stressed the Council Members were citizens just like everyone else and they tried to read through everything and do the best they could as fast as possible.

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 Z4 Multi-Use District to Z6 Open Industrial District (79 acres) and from Z1 Agricultural District to Z6-O Open Industrial District (80 acres) all subject to the terms of the zoning agreement, was presented.

Yea: Masson, Hines, Adams, Symonds

Nay: Jaszewski, Latham
(Motion was declared carried.)

ACTION ITEMS

16. Multiple Changes to Zoning Ordinance:

Development Services Director:

The Planning and Zoning Commission held a public hearing on January 13, 2026, to consider amendments to chapters 12-10, 12-11, 12-13, and 12-20. No one from the public commented on the amendments, and no written comments were received. The Planning and Zoning Commission voted unanimously to recommend that the City Council approve the proposed amendments. Staff concurs, and requests that the City Council hold a public hearing to consider the amendments. Upon closing the hearing, Staff respectfully requests that the Council approve the amendments on first consideration. The City Council held a public hearing on the proposed amendments at their February 2, 2026, meeting. The Council voted to approve the amendments on first consideration. The amendments were approved on second consideration on February 17, 2026. In November 2025, the Planning and Zoning Commission reviewed and recommended a major update to the Zoning Ordinance to modernize rules, fix ambiguities, and clarify standards. The City Council approved these amendments on January 20, 2026. During that amendment process, Staff also identified needed changes to the sign regulations (Chapter 12-20) but decided to defer them for separate consideration. Staff then discovered that three subsections in the Z5 Central Business District (Chapter 12-13) — covering drive-through uses, indoor recreation, and seasonal sales/displays — were accidentally repealed by a 2023 amendment. Finally, the Zoning Board of Adjustment has repeatedly granted variances allowing accessory buildings in side yards on certain corner lots in the Z2 and Z3 districts. This pattern suggests the ordinance itself needs a text amendment to address the recurring issue. The amendments outlined in this report cover all three issues.

Analysis:

The proposed amendments are discussed in the order they appear in the Zoning Ordinance. Added language is underlined and deleted language is ~~struck through~~. Minor or self-evident changes are not discussed in detail.

1) ACCESSORY BUILDINGS IN SIDE YARDS FOR CERTAIN CORNER LOTS: Corner lots differ from interior lots in yard configuration and setbacks. The Ordinance defines “Yard, Front” as follows (emphasis added):

YARD, FRONT: A yard extending across the full width of the lot measured between the front line of the lot and the nearest point of a building.

- A. Yard, Principal Front: *On a corner lot, the yard adjacent to the principal frontage.* On a double frontage lot, the yards adjacent to both parallel or approximately parallel streets shall be considered to be principal front yards.
- B. Yard, Secondary Front: *On a corner lot, a yard along the frontage of the lot that is not the principal frontage.* If a double frontage lot has a third frontage, that frontage shall be considered a secondary front yard.

Based on Ordinance requirements, the front yard on a corner lot corresponds to the prin-

cipal frontage, which is determined by the street address or primary building entrance. Once principal and secondary front yards are established, the remaining yards are defined as rear and side yards. On many corner lots, this results in a rear yard that is too shallow to accommodate an accessory building.

Figure 1 (see the final page of this report) illustrates this condition at the northeast and southeast corners of 6th Street SE and South Louisiana Avenue. Although the homes are similar in size, the lot addressed to 6th Street SE has a significantly reduced rear yard due to its longer principal frontage. In this situation, the side yard is the only feasible location for an accessory building. However, Sections 12-10-4 and 12-11-4 currently require most accessory buildings to be located exclusively in the rear yard.

Since adoption of the current ordinance in 2010, the Zoning Board of Adjustment has approved at least ten variances for similar corner lot conditions. Rectangular corner lots in the Z2 and Z3 districts often lack sufficient buildable rear yard area to meet ordinance requirements for accessory buildings.

To address this recurring condition, Staff recommends amendments allowing accessory buildings in side yards on corner lots where the rear yard depth is 20 feet or less, subject to applicable setbacks and bulk standards.

Z2 Sub-Urban District - Chapter 12-10, Section 12-10-4 Accessory Buildings. Subsections A and B are amended as follows:

- A. Location: Accessory buildings shall be located in the rear yard.
 - 1. Notwithstanding the above, a A-detached accessory garage may be located in a side yard if all other accessory building setbacks and bulk requirements are met.
 - 2. On a corner lot where the rear yard is 20 feet or less in depth, an accessory building may be located in a side yard provided it meets accessory building setbacks.
- B. Cumulative Area:
 - 3. Zoning lots of up to two (2) acres in area:
 - a. Accessory buildings shall not occupy more than thirty percent (30%) of the rear yard but in any case up to six hundred (600) square feet shall be allowed as a minimum. Accessory buildings shall not exceed cumulative area of more than one thousand two hundred (1,200) square feet measured at the exterior dimensions of the ground floor.
 - b. When located in the side yard of a corner lot per section 12-10-4.A.2 above, accessory buildings shall not occupy more than thirty percent (30%) of the side yard or a cumulative area of one hundred fifty (150) square feet, whichever is larger.

Section 12-10-8.E, Table 1, Z2 Development Standards. Subsection E of this table regarding setbacks for the accessory building is amended as follows:

E. ACCESSORY BLDG

- 5. Detached garages accessory buildings may be placed in the side yard per section 12-10-4A of this chapter; all other detached accessory buildings must be placed wholly in the rear yard.

Z3 District - Chapter 12-11, Section 12-11-4, Accessory Buildings, Subsection A is amended as follows:

- A. Location: Accessory buildings shall be located in and not occupy more than thirty (30) percent of the rear yard.
1. Notwithstanding the above, a A-detached accessory garage may be located in a side yard if all other accessory building setbacks and bulk requirements are met.
 2. On a corner lot where the rear yard is 20 feet or less in depth, an accessory building may be located in a side yard provided it meets accessory building setbacks.

Section 12-11-8.E, Table 1, Z3 Development Standards. Subsection E of this table regarding setbacks for the accessory building is amended as follows:

E. ACCESSORY BLDG

5. Detached ~~garages~~ accessory buildings may be placed in the side yard per section 12-11-4.A of this chapter; ~~all other detached accessory buildings must be placed wholly in the rear yard.~~

Comment: The 20-foot rear yard threshold reflects typical prefabricated shed dimensions and the space needed to accommodate required setbacks and separation from the principal structure. This amendment reduces reliance on repeated variances, improves consistency in administration, and aligns ordinance standards with common corner-lot configurations. The amendment provides clearer standards while preserving existing setback and building coverage controls.

2) Z5 CENTRAL BUSINESS DISTRICT INTERPRETATION OF STANDARDS: Subsections F, Drive Through, G, Indoor Recreation, and H, Seasonal Sales/Display, were inadvertently repealed via Ordinance 23-5. These need to be re-adopted so that those three functions, all of which are allowed in the Z5 Central Business District, are properly regulated.

12-13-6 Interpretation of Standards

F. Drive Through: Accessory drive through functions in the Z5 District shall meet the following requirements:

1. The drive through window shall be located in the third tier at the rear or secondary frontage of the principal building;
2. The location of and access to the drive through window shall be designed to provide adequate stacking of vehicles wholly on the site, so that vehicles are not stacking in the public right-of-way (including alleys). Each stacking space shall be a minimum of sixteen (16) feet long and eight (8) feet wide. The number of stacking spaces (not including the space at the drive-through window) shall be determined by the Development Review Committee.
3. Traffic circulation and impact data shall meet the requirements of the City Engineer; and
4. The application shall receive a positive recommendation from the City Engineer.

G. Indoor Recreation: Facades facing the primary and secondary frontage of indoor recreation forms and functions in the Z5 District shall include vertically proportioned (taller than wider) windows and doors with the primary building entrance facing the primary street frontage.

H. Seasonal Sales/Display: Seasonal Sales/Display in the Z5 District shall meet the following standards:

1. Be of a temporary nature;
2. Restricted to a portion of surface parking lots or, with approval, the public right of way;
3. Not block traffic visibility triangles at street intersections or parking lot driveways;
4. Operate during typical business hours;
5. All sales materials and related display apparatus shall be removed from the premises when sales/display period ends; and
6. Subject to sign regulations per chapter 12-20 of this title.

Comment: The text at subsection F.2 in the Drive Through subsection is new and is consistent with recently adopted Drive Through requirements in the Z3, Z4, Z6, and some Z7 districts.

3) *CHAPTER 20 SIGN REGULATIONS:* There are several amendments to this chapter.

After attempting to apply enforcement to some poster panel signs in the Downtown area (commonly called "sandwich boards"), Staff found that the Ordinance as written does not provide the proper authority to enforce these regulations. Besides the poster panel sign changes, Staff discovered that additional changes were needed to ensure that the sign requirements are clear and can be easily implemented and enforced. The following lists these amendments and includes commentary describing each proposed change.

a) *Section 12-20-2, Definitions:* The following are amendments to definitions related to signs. The amendments are not listed here alphabetically; they are instead grouped by subject.

MESSAGE CENTER: All or a portion of an attached or detached sign consisting of an electronically or computer controlled reader board where different copy changes are

shown on a lamp bank or other electronic displays. A video display located inside a window that is intended to be viewed from outside the building shall meet the requirements of a message center. This definition includes a sign or portion of a sign that displays only current time and temperature.

Comment: This amendment is necessary because there have been businesses with windows where a large television screen has been mounted inside the window and used in the same manner as a message center. This change ensures that a business using a TV screen in this manner must obtain a sign permit and is subject to the message center rules (such as no animations, no flashing messages, time of display of each message, etc.)

ROOF SIGN: An attached sign erected, constructed, or maintained wholly or partially upon or over the roofline of any building, with the principal structural support on the roof or building structure. A sign attached to a building roof with a roof angle relative to flat ground of forty-five (45) degrees or greater shall be considered a wall sign.

~~ROOFLINE: The top edge of a roof or building parapet, whichever is higher, excluding any cupolas, pylons, chimneys or minor projections.~~

ATTACHED SIGN: A sign attached to any building or habitable structure, including signs attached to awnings, canopies, or other appurtenances. Types of attached signs include wall, window, projecting and blade signs.

WALL SIGN: An attached sign that is mounted, inscribed or painted directly on a wall of any building or structure, including on attached awnings, canopies, or other appurtenances. This definition shall include a sign attached to a roof structure with a roof angle relative to flat ground of forty-five (45) degrees or greater.

Comment: The above amended definitions clarify both roof signs and wall signs. Roof signs are not listed as an allowed sign type, and an amendment below clarifies that roof signs are not permitted. However, there are some buildings with roof designs that are steep enough that a sign could be mounted on it and have the same appearance as a wall sign. If the roof angle is 45 degrees or more, a sign can be mounted on it, but it will be considered a wall sign, and the area of the sign must be included in the cumulative maximum sign area.

With the amended definition of "Roof Sign," the "Roofline" definition is unnecessary, so it is proposed for deletion.

POSTER PANEL SIGN: A ~~transient~~ sign placed outside of a business, usually on the adjacent sidewalk, that is oriented to pedestrians and provides information about the busi-

ness (e.g. products and services offered, daily specials etc.) and is not permanently attached to the ground or structure.

TRANSIENT SIGN: A sign, banner, pennant, placard, valance or advertising display or sign constructed of light fabric, plastic, cardboard, wallboard, plywood, paper or other light materials, with or without frames, intended to be displayed for a limited period of time, e.g., garage sale, rummage sale, real estate, open house, product sign, vendor sign and similar types of signs, but not including poster panel signs or political signs advocating for a candidate, issue, or point of view.

Comment: Initially, poster panel signs were considered the same as transient signs, which are generally short-term in nature. A poster panel sign, while movable however, is “semi-permanent” in that the sign is taken in at night but reappears during business hours. By removing poster panel signs from the Transient Sign definition, they can be regulated separately from transient signs.

b) Section 12-20-4, Prohibited Signs: Table 1 under this section lists signs that are not permitted. Roof signs are explicitly added to the list of prohibited signs to eliminate ambiguity.

c) Section 12-20-5 Signs Allowed But Not Requiring a Zoning Permit: we recommend changing the title of this section to “Signs Allowed But Not Requiring a Sign or Zoning Permit.” Thus, subsection A is changed to “General Regulations For Signs Not Requiring a Sign or Zoning Permit.” and subsection B to “The signs listed in table 2 of this section are allowed and are exempted from the sign permit and zoning permit requirements.” The title of Table 2 is changed to “Signs Allowed But Not Requiring a Zoning Permit.”

d) Section 12-20-6. Performance Requirements for All Signs Requiring a Zoning Permit: Subsection D, Encroachment Standards, paragraph 2 is amended as follows:

2. Projecting signs; and wall signs mounted on a canopy ~~and or~~ awning signs that encroach into the public right-of-way are allowed after review and approval by the city council per title 5, chapter 1, article C of this Code and after confirmation that the signs meet the requirements of this section.

Subsection E, Specific Sign Requirements, paragraph 3, Poster Panel Signs: Subparagraphs a and b are amended and new subparagraphs f and g are added, as follows:

3. Poster Panel Signs
 - a. Federal Avenue Plaza (South Federal Avenue between State Street and the entrance to Southbridge Mall):
 - (1.) Permitted poster panel signs for businesses with frontage on the Federal Avenue Plaza shall be located within six (6) feet of the public entrance or, if the business has a valid encroachment or sidewalk service area permit, within one (1) foot of the perimeter

of said encroachment or area.

(2.) Individual businesses within Southbridge Mall shall not be considered to have frontage on the Federal Avenue Plaza and may not locate a poster panel sign on the plaza; however, a poster panel sign advertising an event or special promotion within the Mall is permitted, provided it meets the requirements of this section and is not displayed after the event or promotion has concluded.

ab. All Other Locations: The sign shall be located at least two feet (2') from an adjacent curb and shall not impede passage of pedestrians along the sidewalk.

bc. The sign shall be anchored or weighted to prevent it from being affected by wind or other force.

ed. A poster panel sign shall be removed from the sidewalk and stored indoors whenever the business is not in operation or open to the public.

de. The holder of the sign permit for the poster panel sign shall provide proof of insurance sufficient to hold the City harmless from and indemnified against all damages arising from or growing out of the placement of the sign.

f. All poster panel signs shall be limited to nine (9) square feet for the area dedicated to advertising, and no more than three (3) feet high.

g. One (1) poster panel sign per business entrance is allowed. A multi-tenant building that shares an entrance may display up to three (3) poster panel signs, provided that no business may have more than one (1) such sign.

Comment: The Federal Avenue Plaza lacks a traditional curb line, making standard placement requirements difficult to apply. The amendment recognizes the unique context of the Plaza while ensuring pedestrian safety and limiting sign placement to appropriate locations. Mall tenants are not considered to have frontage on the Plaza, although Mall-wide promotional signs are permitted. In addition, the ordinance does not currently include size, height, or permitted number of signs requirements. The amendments provide this clarity.

Subsection E, Specific Sign Requirements, is amended to append subparagraph l (lower case L) to paragraph 4, as follows:

4. Message Center Signs.

l. A message center may be integrated into a public sign only if it meets the following:

(1.) The area of the message center may not be more than sixty percent (60%) of the total sign area.

(2.) The total sign area may not exceed seventy-two (72) square feet.

(3.) The height of the sign may not exceed twenty (20) feet.

(4.) A public sign with a message center may not be located closer than two hundred fifty (250) feet from any residential form or function within the Z1, Z2, Z3, Z7-3, or Z7-6 districts.

Comment: A "public sign" is defined as follows (emphasis added):

PUBLIC SIGN:

- A. A temporary or permanent sign erected and maintained by the City, County, State or Federal government for traffic control or direction.
- B. A temporary or permanent sign erected for the designation of or direction to any *school, hospital, historical site, or public service, property or facility.*

A Public Sign can be detached (pole or monument) or attached (wall, projecting, etc.).

Public signs are listed on Section 12-20-5, Table 2, as “Signs Allowed But Not Requiring a Permit.” Some area schools have shown interest in Message Center signs, and as written, a school could erect a Message Center sign with no restrictions on size or height. The added language above places reasonable limitations on message centers that advertise a school (or other public use). Message centers on public signs will be subject to the same timing and static message requirements as all other message centers.

e) Section 12-20-8, Table 3, On-Premise Sign Requirements – Attached Signs: References to poster panel signs are removed from the table, as poster panel signs are not attached signs by definition.

f) Section 12-20-8, Table 4: On-Premise Sign Requirements – Detached Signs: Amendments clarify detached sign allowances by frontage, prohibit detached signs for residential uses in residential districts, and add poster panel signs as permitted in select districts. Poster panel sign area is excluded from cumulative sign area calculations.

Conclusion: The proposed amendments improve clarity, correct inadvertent omissions, and strengthen enforceability of the Zoning Ordinance. Staff requests that the Planning and Zoning Commission hold a public hearing on the amendments and recommend approval to the City Council.

The proposed amendments do not impact the operating budget. Staff respectfully requests that the Council approve the amendments to chapters 12-10, 12-11, 12-13, and 12-20 on first consideration (FINAL).

It was moved by Jaszewski and seconded by Adams that Ordinance No. 26-6, be adopted.

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

Ord. 26-6(ADOPTED):

Ordinance No. 26-6, amending various sections in Title 12 “Zoning Regulations” Chapter 10: Z2 Sub-Urban District; Chapter 11: Z3 General Urban District; Chapter 13: Z5 Central Business District and Chapter 20: Sign Regulations, in the City Code of the City of Mason City, Iowa was presented.

On roll call, the vote was as follows:

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

17. Ordinance Repealing “Business and License Regulations”, Chapter 10:

Police Chief:

We recommend the repeal of Title 3; Chapter 10 of the City Code in its entirety. The state of Iowa has begun licensing vehicles for hire. Their insurance and other requirements are higher than our local requirements and make the need for a local Ordinance redundant. Also, the State’s requirements address the recent trend of ride-sharing (i.e. Uber; Lyft; etc.) that our local ordinance does not. During the last calendar year, \$125.00 was collected for “Vehicle for Hire” permit fees. Approve the Ordinance repealing Title 3, Chapter 10 Vehicles for Hire, Taxicabs, Limousines in its entirety on Final Consideration.

It was moved by Masson and seconded by Symonds that Ordinance No. 26-7, be adopted.

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

Ord. 26-7(ADOPTED):

Ordinance No. 26-7, amending the City Code by repealing Title 3 “Business and License Regulations”, Chapter 10 “Vehicles for Hire, Taxicabs, Limousines in its entirety, was presented.

On roll call, the vote was as follows:

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

ADJOURN

The Mayor adjourned the meeting at 10:00 p.m.

John P. Lee, 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
ABSOLUTE WASTE REMOVAL							
03/05/2026	105425	TRASH SERVICE FEB 202	2211804	010.1502.2150	BUILDING REPAIRS AN	106.18	106.18
Total ABSOLUTE WASTE REMOVAL:							106.18
AHLERS AND COONEY PC							
03/05/2026	105426	AHLERS COONEY - INVOI	908201	010.6401.2670	NEGOTIATIONS	6,538.40	6,538.40
Total AHLERS AND COONEY PC:							6,538.40
ALLIANT ENERGY							
03/05/2026	105427	FEBRUARY UTILITIES	7991501000	040.4203.2160	GAS & ELECTRICITY	1,727.18	1,727.18
Total ALLIANT ENERGY:							1,727.18
ALLIANT UTILITIES-IPC							
03/05/2026	105428	Mason City Multit-Purpose	0187681292	670.8923.2160	GAS & ELECTRICITY	10,508.42	10,508.42
03/05/2026	105428	E State Shelter #1	0411441000	020.4304.2160	GAS & ELECTRICITY	25.65	25.65
03/05/2026	105428	380 15th NE Well A-1	0480411000	600.8001.2160	GAS & ELECTRICITY	1,082.50	1,082.50
03/05/2026	105428	Gazebo	0750901000	020.4304.2160	GAS & ELECTRICITY	23.11	23.11
03/05/2026	105428	Campground mtr 2	0832811000	020.4304.2160	GAS & ELECTRICITY	21.17	21.17
03/05/2026	105428	601 5th/S Carolina Metere	0848398761	010.2404.2180	ELECTRICITY	54.51	54.51
03/05/2026	105428	1187 N ILLINOIS AVE	1035004743	010.1101.2160	SMART CITY/SAFE CIT	21.17	21.17
03/05/2026	105428	East Park	1140511000	020.4304.2160	GAS & ELECTRICITY	32.52	32.52
03/05/2026	105428	400 15th St NE A3 Well	1148990000	600.8001.2160	GAS & ELECTRICITY	282.23	282.23
03/05/2026	105428	Dam Motor	1541680000	110.2100.2160	GAS & ELECTRICITY	62.60	62.60
03/05/2026	105428	Back 9	1670821000	650.8906.2160	GAS & ELECTRICITY	412.95	412.95
03/05/2026	105428	1500 Elm Drive-Bike Park	1716547915	020.4304.2160	GAS & ELECTRICITY	263.23	263.23
03/05/2026	105428	221 S WASHINGTON AVE	1801882341	010.1101.2160	SMART CITY/SAFE CIT	21.17	21.17
03/05/2026	105428	River Heights Dr Foot Brid	1809443057	110.2301.2180	ELECTRICITY	35.00	35.00
03/05/2026	105428	Slide Hill	1974251000	020.4304.2160	GAS & ELECTRICITY	30.89	30.89
03/05/2026	105428	Campground mtr 1	2101501000	020.4304.2160	GAS & ELECTRICITY	60.19	60.19
03/05/2026	105428	Deer Pen	2121541000	020.4304.2160	GAS & ELECTRICITY	21.17	21.17
03/05/2026	105428	N Tenn Ball Diamonds	2160880000	020.4304.2160	GAS & ELECTRICITY	113.42	113.42
03/05/2026	105428	E Park Shelter	2315821000	020.4304.2160	GAS & ELECTRICITY	40.61	40.61
03/05/2026	105428	Street Lights	2954101000	110.2301.2180	ELECTRICITY	330.67	330.67
03/05/2026	105428	17th Street NE Pump	3303251000	650.8906.2160	GAS & ELECTRICITY	21.17	21.17
03/05/2026	105428	590 N Monroe	3375928287	110.2301.2180	ELECTRICITY	89.62	89.62
03/05/2026	105428	Campground mtr 4	3412031000	020.4304.2160	GAS & ELECTRICITY	21.17	21.17
03/05/2026	105428	Street 33%	3857890000	110.2109.2160	GAS & ELECTRICITY	606.31	606.31
03/05/2026	105428	Storeroom 33%	3857890000	600.8002.2160	GAS & ELECTRICITY	606.31	606.31
03/05/2026	105428	Internal Service 33%	3857890000	820.9601.2160	GAS & ELECTRICITY	606.30	606.30
03/05/2026	105428	RRC ICE ARENA (JC PEN	4127584598	670.8923.2160	GAS & ELECTRICITY	4,506.82	4,506.82
03/05/2026	105428	Street Lights	4565151000	110.2301.2180	ELECTRICITY	19,164.88	19,164.88
03/05/2026	105428	Campground mtr 5	5209041000	020.4304.2160	GAS & ELECTRICITY	27.68	27.68
03/05/2026	105428	Various Siren Location	5695241000	010.1301.2180	ELECTRICITY	41.78	41.78
03/05/2026	105428	Lot N	5815101000	630.8202.2180	ELECTRICITY	21.17	21.17
03/05/2026	105428	Eng. Dept 401 15th NE	5945421000	600.8001.2160	GAS & ELECTRICITY	561.28	561.28
03/05/2026	105428	217 S Delaware Ave	6470035423	110.2301.2180	ELECTRICITY	192.76	192.76
03/05/2026	105428	State Street Concession St	7018231000	020.4304.2160	GAS & ELECTRICITY	22.30	22.30
03/05/2026	105428	5 2nd Street NE Streetscap	7071831000	110.2301.2180	ELECTRICITY	363.10	363.10
03/05/2026	105428	115 N ILLINOIS STREET L	7307916411	110.2301.2180	ELECTRICITY	18.78	18.78
03/05/2026	105428	Campground Bath Hse	7378011000	020.4304.2160	GAS & ELECTRICITY	1,638.99	1,638.99
03/05/2026	105428	Storage Shed	7485631000	110.2109.2160	GAS & ELECTRICITY	1,189.04	1,189.04

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
03/05/2026	105428	DOG PARK	7607821000	020.4304.4681	DOG PARK	16.85	16.85
03/05/2026	105428	Street Lights	7696711000	110.2301.2180	ELECTRICITY	2,061.81	2,061.81
03/05/2026	105428	Swim Pool	8189911000	020.4490.2160	GAS & ELECTRICITY	451.52	451.52
03/05/2026	105428	Maintenance	8331931000	020.4304.2160	GAS & ELECTRICITY	683.67	683.67
03/05/2026	105428	Pumping Plant Area Light	8332541000	600.8001.2160	GAS & ELECTRICITY	34.06	34.06
03/05/2026	105428	Red Barn	8376490000	020.4304.2160	GAS & ELECTRICITY	282.83	282.83
03/05/2026	105428	Campground Campstore	8961111000	020.4304.2160	GAS & ELECTRICITY	329.05	329.05
03/05/2026	105428	100 E State TR Mtr	8963551000	010.2404.2180	ELECTRICITY	58.78	58.78
03/05/2026	105428	318 S DELAWARE AVE	9250303677	010.2404.2180	ELECTRICITY	915.95	915.95
03/05/2026	105428	Office	9309101000	020.4304.2160	GAS & ELECTRICITY	826.56	826.56
03/05/2026	105428	12 5th St NE St Lite MT	9347921000	110.2301.2180	ELECTRICITY	68.22	68.22
03/05/2026	105428	Bandshell Event Outlets	9511541000	020.4304.2160	GAS & ELECTRICITY	45.04	45.04
03/05/2026	105428	Campground mtr 3	9543590000	020.4304.2160	GAS & ELECTRICITY	21.17	21.17
03/05/2026	105428	Main Lot	9624251000	630.8201.2180	ELECTRICITY	229.35	229.35
03/05/2026	105428	E Park Tennis	9676090000	020.4304.2160	GAS & ELECTRICITY	128.53	128.53
03/05/2026	105428	Highland Golf Course	9941701000	650.8906.2160	GAS & ELECTRICITY	617.87	617.87
Total ALLIANT UTILITIES-IPC:							49,913.90
AMAZON CAPITAL SERVICES							
03/05/2026	105429	BOOKS	1TGH-1XGD-	030.4101.4020	BOOKS	18.69	18.69
Total AMAZON CAPITAL SERVICES:							18.69
AMERICAN HEART ASSOCIATION INC							
03/05/2026	105430	2027 MEDIC CLASS BOO	SCPR25347	660.1507.2080	EDUCATION AND TRAI	1,126.93	1,126.93
Total AMERICAN HEART ASSOCIATION INC:							1,126.93
ASURIS							
03/05/2026	105431	AMB REFUND - IRF4	MCFD20250	660.1507.5510	REFUND	385.39	385.39
Total ASURIS:							385.39
ATLANTIC COCA-COLA BOTTLING CO							
03/05/2026	105432	ARENA CONCESSIONS	1000004052	670.8923.3135	CONCESSION SUPPLI	282.30	282.30
03/05/2026	105432	ARENA CONCESSIONS	1000010992	670.8923.3135	CONCESSION SUPPLI	982.85	982.85
03/05/2026	105432	AQUATIC CONCESSIONS	5580886	020.4490.3135	CONCESSION SUPPLI	787.50-	787.50-
Total ATLANTIC COCA-COLA BOTTLING CO:							477.65
BANKERS LIFE & CASUALTY CO							
03/05/2026	105433	AMB REFUND - IRF6	MCFD20250	660.1507.5510	REFUND	89.40	89.40
Total BANKERS LIFE & CASUALTY CO:							89.40
BATTERIES PLUS BULBS							
03/05/2026	105434	NEW FOB	P89906656	010.1901.2140	M/E REPAIRS	5.00	5.00
03/05/2026	105434	BLDG BATTERIES	P90034750	660.1508.3035	OTHER SUPPLIES	24.48	24.48
03/05/2026	105434	2418 BATTERY	P90034750	660.1509.2140	M/E REPAIRS	8.00	8.00
03/05/2026	105434	BUILDING BATTERIES	P90034786	010.1502.3035	OTHER SUPPLIES	22.00	22.00
03/05/2026	105434	APPRTS BATERIES	P90062231	010.1503.3044	M/E SUPPLIES	8.00	8.00
Total BATTERIES PLUS BULBS:							67.48
BEEEMER, AARON							
03/05/2026	105435	CELL PHONE REIMBURS	MARCH 202	010.1502.2040	PHONE EXPENSE	30.00	30.00

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total BEEMER, AARON:							30.00
BERGLAND & CRAM ARCHITECTS							
03/05/2026	105436	DESIGN DEVELOPMENT	40671	040.4203.2190	REPAIRS AND MAINTENANCE	2,000.00	2,000.00
Total BERGLAND & CRAM ARCHITECTS:							2,000.00
BLACKHAWK SPRINKLERS INC							
03/05/2026	105437	ANNUAL FIRE SPRINKLE	127846	010.6501.2190	REPAIRS AND MAINTENANCE	187.50	187.50
03/05/2026	105437	ANNUAL FIRE SPRINKLE	127847	010.1103.2150	BUILDING REPAIRS AND MAINTENANCE	247.50	247.50
Total BLACKHAWK SPRINKLERS INC:							435.00
BLAZEK ELECTRIC							
03/05/2026	105438	IT INFRASTRUCTURE	5129	015.1103.4090	EQUIPMENT	3,202.96	3,202.96
Total BLAZEK ELECTRIC:							3,202.96
BLUE SKY SOLAR CO MASON CITY LLC							
03/05/2026	105439	SOLAR ENERGY	INV496	010.1103.2160	GAS & ELECTRICITY	423.49	423.49
03/05/2026	105439	ARENA ENERGY	INV497	670.8923.2160	GAS & ELECTRICITY	1,945.88	1,945.88
Total BLUE SKY SOLAR CO MASON CITY LLC:							2,369.37
BOLDT, BRADLEY							
03/05/2026	105440	IOWA PM RECERT APP F	274971	660.1507.2080	EDUCATION AND TRAINING	25.00	25.00
Total BOLDT, BRADLEY:							25.00
BOUND TREE MEDICAL LLC							
03/05/2026	105441	EMS SUPPLIES	86111521	660.1509.3070	MEDICAL SUPPLIES	322.80	322.80
03/05/2026	105441	EMS SUPPLIES	86119974	660.1509.3070	MEDICAL SUPPLIES	623.52	623.52
Total BOUND TREE MEDICAL LLC:							946.32
BROTHERS MARKET INC							
03/05/2026	105442	UPS	127321	600.8001.3990	MISCELLANEOUS EXPENSES	15.28	15.28
03/05/2026	105442	HARDWARE	127553	600.8001.2190	REPAIRS AND MAINTENANCE	38.98	38.98
03/05/2026	105442	UPS	127580	600.8001.3990	MISCELLANEOUS EXPENSES	15.28	15.28
Total BROTHERS MARKET INC:							69.54
CASHIER							
03/05/2026	105443	WELLNESS VALENTINES	030526	010.6401.1260	WELLNESS PROGRAM	16.05	16.05
Total CASHIER:							16.05
CDW GOVERNMENT INC							
03/05/2026	105444	TWO NEW PCS, SPEAKER	A11W75T	015.6900.4060	OFFICE EQUIPMENT	3,569.90	3,569.90
03/05/2026	105444	THREE NEW MONITORS	A11X65Q	015.6900.4060	OFFICE EQUIPMENT	701.28	701.28
03/05/2026	105444	INTERNAL DVD DRIVE	A12GM6F	015.6900.4060	OFFICE EQUIPMENT	49.68	49.68
03/05/2026	105444	TWO INTERNAL DVD DRIVES	A12IP6W	015.6900.4060	OFFICE EQUIPMENT	99.36	99.36
03/05/2026	105444	APPLE 11-INCH IPAD - A11	A12Y49X	010.6101.3019	OFFICE SUPPLIES	443.14	443.14
Total CDW GOVERNMENT INC:							4,863.36

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
CENTRAL LOCK & KEY							
03/05/2026	105445	DUPLICATE KEYS-\$B	122968	680.7537.3990	MISCELLANEOUS EXP	12.00	12.00
Total CENTRAL LOCK & KEY:							12.00
CENTURYLINK							
03/05/2026	105446	POLICE	772521752	010.1101.2040	PHONE EXPENSE	2.45	2.45
03/05/2026	105446	INSP ELEC	772521752	010.1701.2040	PHONE EXPENSE	9.80	9.80
03/05/2026	105446	HUMAN RIGHTS	772521752	010.3802.2040	PHONE EXPENSE	2.45	2.45
03/05/2026	105446	MAYOR SEC	772521752	010.6101.2040	PHONE EXPENSE	2.45	2.45
03/05/2026	105446	ADMINISTRATOR	772521752	010.6105.2040	PHONE EXPENSE	2.45	2.45
03/05/2026	105446	FINANCE DP	772521752	010.6201.2040	PHONE EXPENSE	7.35	7.35
03/05/2026	105446	CLERK FAX	772521752	010.6204.2040	PHONE EXPENSE	2.45	2.45
03/05/2026	105446	CITY GEN	772521752	010.6206.2040	PHONE EXPENSE	42.88	42.88
03/05/2026	105446	PLAN & ZONE	772521752	010.5401.2040	PHONE EXPENSE	2.45	2.45
03/05/2026	105446	ENG DEPT	772521752	010.2601.2040	PHONE EXPENSE	4.90	4.90
03/05/2026	105446	PARKS	772521752	020.4301.2040	PHONE EXPENSE	2.45	2.45
03/05/2026	105446	RECREATION	772521752	020.4401.2040	PHONE EXPENSE	9.80	9.80
03/05/2026	105446	CAMPGRNDS	772521752	020.4410.2040	PHONE EXPENSE	2.45	2.45
03/05/2026	105446	LIBRARY FAX	772521752	030.4101.2040	PHONE EXPENSE	20.29	20.29
03/05/2026	105446	CEMETERY	772521752	070.4501.2040	PHONE EXPENSE	10.09	10.09
03/05/2026	105446	STREET FX	772521752	110.2105.2040	PHONE EXPENSE	12.96	12.96
03/05/2026	105446	NEIGHBORHOOD SERV	772521752	010.1911.2040	PHONE EXPENSE	3.58	3.58
03/05/2026	105446	GOLF CRS	772521752	650.8901.2040	PHONE EXPENSE	9.80	9.80
03/05/2026	105446	STOREROOM	772521752	600.8002.2040	PHONE EXPENSE	8.00	8.00
03/05/2026	105446	WTR PUMP	772521752	600.8001.2040	PHONE EXPENSE	9.94	9.94
03/05/2026	105446	CASHIER	772521752	600.8011.2040	PHONE EXPENSE	7.35	7.35
03/05/2026	105446	WASTE WTR	772521752	610.8121.2040	PHONE EXPENSE	14.63	14.63
03/05/2026	105446	SANITATION	772521752	640.8305.2040	PHONE EXPENSE	4.90	4.90
03/05/2026	105446	INT SERV	772521752	820.9601.2040	PHONE EXPENSE	2.45	2.45
Total CENTURYLINK:							198.32
CERRO GORDO COUNTY RECORDER							
03/05/2026	105447	CG COUNTRY RECORDI	2026-750	010.5401.2800	RECORDING FEES	42.00	42.00
03/05/2026	105447	CG COUNTRY RECORDI	2026-850	010.5401.2800	RECORDING FEES	42.00	42.00
Total CERRO GORDO COUNTY RECORDER:							84.00
CHICK-FIL-A							
03/05/2026	105448	ARENA CONCESSIONS	534669	670.8923.3135	CONCESSION SUPPLI	227.50	227.50
03/05/2026	105448	ARENA CONCESSIONS	534673	670.8923.3135	CONCESSION SUPPLI	187.50	187.50
Total CHICK-FIL-A:							415.00
CITY OF MASON CITY							
03/05/2026	105449	POLICE	03/06/26 FIC	112.1101.1040	FICA	3,355.88	3,355.88
03/05/2026	105449	FIRE	03/06/26 FIC	112.1501.1040	FICA	1,746.64	1,746.64
03/05/2026	105449	BUILDING INSPECTOR	03/06/26 FIC	112.1701.1040	FICA	162.54	162.54
03/05/2026	105449	ANIMAL CONTROL	03/06/26 FIC	112.1901.1040	FICA	234.76	234.76
03/05/2026	105449	ELECTRICAL INSPECTO	03/06/26 FIC	112.1904.1040	FICA	215.30	215.30
03/05/2026	105449	PLUMBING INSPECTOR	03/06/26 FIC	112.1907.1040	FICA	238.98	238.98
03/05/2026	105449	NEIGHBORHOOD SERVI	03/06/26 FIC	112.1911.1040	FICA	538.89	538.89
03/05/2026	105449	TRAFFIC CONTROL	03/06/26 FIC	112.2404.1040	FICA	201.11	201.11
03/05/2026	105449	ENGINEERING	03/06/26 FIC	112.2601.1040	FICA	546.84	546.84
03/05/2026	105449	HEALTH DEPARTMENT	03/06/26 FIC	112.3401.1040	FICA	182.55	182.55
03/05/2026	105449	YOUTH TASK FORCE	03/06/26 FIC	010.3900.1040	FICA	332.77	332.77

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
03/05/2026	105449	PLANNING & ZONING	03/06/26 FIC	112.5401.1040	FICA	944.63	944.63
03/05/2026	105449	TRANSIT	03/06/26 FIC	080.5801.1040	FICA	146.35	146.35
03/05/2026	105449	CITY TRANSIT	03/06/26 FIC	080.5802.1040	FICA	1,142.46	1,142.46
03/05/2026	105449	MAYOR & COUNCIL	03/06/26 FIC	112.6101.1040	FICA	45.38	45.38
03/05/2026	105449	CITY ADMINISTRATOR	03/06/26 FIC	112.6105.1040	FICA	879.98	879.98
03/05/2026	105449	FINANCE	03/06/26 FIC	112.6201.1040	FICA	1,502.33	1,502.33
03/05/2026	105449	INFORMATION TECH	03/06/26 FIC	112.6202.1040	FICA	225.49	225.49
03/05/2026	105449	GIS TECHNOLOGY	03/06/26 FIC	112.6203.1040	FICA	191.69	191.69
03/05/2026	105449	CITY CLERK	03/06/26 FIC	112.6204.1040	FICA	246.22	246.22
03/05/2026	105449	HUMAN RESOURCES	03/06/26 FIC	112.6401.1040	FICA	631.92	631.92
03/05/2026	105449	PARKS	03/06/26 FIC	112.4301.1040	FICA	1,105.00	1,105.00
03/05/2026	105449	RECREATION	03/06/26 FIC	112.4401.1040	FICA	1,358.06	1,358.06
03/05/2026	105449	SWIMMING POOL	03/06/26 FIC	112.4401.1040	FICA	12.76	12.76
03/05/2026	105449	LIBRARY	03/06/26 FIC	030.4101.1040	FICA	2,225.08	2,225.08
03/05/2026	105449	MUSEUM	03/06/26 FIC	040.4202.1040	FICA	838.35	838.35
03/05/2026	105449	MUSEUM GRANTS	03/06/26 FIC	040.4222.1040	FICA	142.25	142.25
03/05/2026	105449	AIRPORT	03/06/26 FIC	050.2801.1040	FICA	1,152.71	1,152.71
03/05/2026	105449	CEMETERY	03/06/26 FIC	070.4501.1040	FICA	691.77	691.77
03/05/2026	105449	STREET	03/06/26 FIC	110.2105.1040	FICA	3,383.58	3,383.58
03/05/2026	105449	CDBG-OOREHAB	03/06/26 FIC	147.5917.1040	FICA	27.92	27.92
03/05/2026	105449	CITY ADMINISTERED GR	03/06/26 FIC	142.5910.1040	FICA	17.07	17.07
03/05/2026	105449	R C RENAISSANCE	03/06/26 FIC	680.7537.1040	FICA	400.53	400.53
03/05/2026	105449	WATER	03/06/26 FIC	600.8012.1040	FICA	4,088.83	4,088.83
03/05/2026	105449	WATER-SO	03/06/26 FIC	600.8012.1040	FICA	160.16	160.16
03/05/2026	105449	SEWER-SO	03/06/26 FIC	610.8121.1040	FICA	160.16	160.16
03/05/2026	105449	SEWER	03/06/26 FIC	610.8121.1040	FICA	3,002.86	3,002.86
03/05/2026	105449	SANITARY SEWER MAIN	03/06/26 FIC	610.8123.1040	FICA	354.15	354.15
03/05/2026	105449	PARKING	03/06/26 FIC	630.8203.1040	FICA	150.37	150.37
03/05/2026	105449	SANITATION	03/06/26 FIC	640.8305.1040	FICA	2,212.32	2,212.32
03/05/2026	105449	GOLF COURSE	03/06/26 FIC	650.8901.1040	FICA	383.05	383.05
03/05/2026	105449	FIRE-AMBULANCE	03/06/26 FIC	660.1507.1040	FICA	431.56	431.56
03/05/2026	105449	REC ARENA	03/06/26 FIC	670.8921.1040	FICA	143.36	143.36
03/05/2026	105449	INTERNAL SERV	03/06/26 FIC	820.9601.1040	FICA	620.11	620.11
Total CITY OF MASON CITY:							36,774.72
CITY OF MASON CITY IPERS							
03/05/2026	105450	POLICE	03/06/2026 I	112.1101.1050	IPERS	1,248.73	1,248.73
03/05/2026	105450	FIRE	03/06/2026 I	112.1501.1050	IPERS	172.97	172.97
03/05/2026	105450	BUILDING INSPECTOR	03/06/2026 I	112.1701.1050	IPERS	221.58	221.58
03/05/2026	105450	ANIMAL CONTROL	03/06/2026 I	112.1901.1050	IPERS	300.57	300.57
03/05/2026	105450	ELECTRICAL INSPECTO	03/06/2026 I	112.1904.1050	IPERS	265.69	265.69
03/05/2026	105450	PLUMBING INSPECTOR	03/06/2026 I	112.1907.1050	IPERS	325.34	325.34
03/05/2026	105450	NEIGHBORHOOD SERVI	03/06/2026 I	112.1911.1050	IPERS	720.67	720.67
03/05/2026	105450	TRAFFIC CONTROL	03/06/2026 I	112.2404.1050	IPERS	248.16	248.16
03/05/2026	105450	ENGINEERING	03/06/2026 I	112.2601.1050	IPERS	740.63	740.63
03/05/2026	105450	HEALTH DEPARTMENT	03/06/2026 I	112.3401.1050	IPERS	260.09	260.09
03/05/2026	105450	YOUTH TASK FORCE	03/06/2026 I	010.3900.1050	IPERS	475.86	475.86
03/05/2026	105450	PLANNING & ZONING	03/06/2026 I	112.5401.1050	IPERS	1,296.15	1,296.15
03/05/2026	105450	TRANSIT	03/06/2026 I	080.5801.1050	IPERS	192.04	192.04
03/05/2026	105450	CITY TRANSIT	03/06/2026 I	080.5802.1050	IPERS	1,409.81	1,409.81
03/05/2026	105450	MAYOR & COUNCIL	03/06/2026 I	112.6101.1050	IPERS	295.48	295.48
03/05/2026	105450	CITY ADMINISTRATOR	03/06/2026 I	112.6105.1050	IPERS	1,164.80	1,164.80
03/05/2026	105450	FINANCE	03/06/2026 I	112.6201.1050	IPERS	1,978.70	1,978.70
03/05/2026	105450	INFORMATION TECH	03/06/2026 I	112.6202.1050	IPERS	301.63	301.63
03/05/2026	105450	GIS TECH	03/06/2026 I	112.6203.1050	IPERS	251.41	251.41
03/05/2026	105450	CITY CLERK	03/06/2026 I	112.6204.1050	IPERS	323.15	323.15

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
03/05/2026	105450	HUMAN RESOURCES	03/06/2026 I	112.6401.1050	IPERS	900.51	900.51
03/05/2026	105450	PARKS	03/06/2026 I	112.4301.1050	IPERS	1,479.80	1,479.80
03/05/2026	105450	RECREATION	03/06/2026 I	112.4401.1050	IPERS	1,558.75	1,558.75
03/05/2026	105450	LIBRARY	03/06/2026 I	030.4101.1050	IPERS	3,043.53	3,043.53
03/05/2026	105450	MUSEUM	03/06/2026 I	040.4202.1050	IPERS	1,138.01	1,138.01
03/05/2026	105450	MUSEUM GRANTS	03/06/2026 I	040.4222.1050	IPERS	201.95	201.95
03/05/2026	105450	AIRPORT	03/06/2026 I	050.2801.1050	IPERS	1,497.06	1,497.06
03/05/2026	105450	CEMETERY	03/06/2026 I	070.4501.1050	IPERS	928.24	928.24
03/05/2026	105450	STREET	03/06/2026 I	110.2105.1050	IPERS	4,467.24	4,467.24
03/05/2026	105450	R C RENAISSANCE	03/06/2026 I	680.7537.1050	IPERS	444.90	444.90
03/05/2026	105450	CITY ADMINISTERED GR	03/06/2026 I	142.5910.1050	IPERS	24.06	24.06
03/05/2026	105450	LHAP	03/06/2026 I	147.5917.1050	IPERS	39.37	39.37
03/05/2026	105450	WATER	03/06/2026 I	600.8012.1050	IPERS	5,445.10	5,445.10
03/05/2026	105450	WATER-SO	03/06/2026 I	600.8012.1050	IPERS	211.67	211.67
03/05/2026	105450	SEWER-SO	03/06/2026 I	610.8121.1050	IPERS	211.69	211.69
03/05/2026	105450	SEWER	03/06/2026 I	610.8121.1050	IPERS	3,970.65	3,970.65
03/05/2026	105450	SANITARY SEWER MAIN	03/06/2026 I	610.8123.1050	IPERS	462.37	462.37
03/05/2026	105450	PARKING	03/06/2026 I	630.8203.1050	IPERS	176.19	176.19
03/05/2026	105450	SANITATION	03/06/2026 I	640.8305.1050	IPERS	2,959.64	2,959.64
03/05/2026	105450	GOLF COURSE	03/06/2026 I	650.8901.1050	IPERS	532.86	532.86
03/05/2026	105450	AMBULANCE	03/06/2026 I	660.1507.1050	IPERS	108.34	108.34
03/05/2026	105450	RCR ARENA	03/06/2026 I	670.8921.1050	IPERS	130.70	130.70
03/05/2026	105450	INTERNAL SERVICE	03/06/2026 I	820.9601.1050	IPERS	790.63	790.63
Total CITY OF MASON CITY IPERS:							42,916.72

CITY OF MASON CITY-HEALTH INS

03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	010.1101.1160	HEALTH & LIFE INSUR	47,671.78	47,671.78
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	010.1501.1160	HEALTH & LIFE INSUR	44,433.43	44,433.43
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	010.3401.1160	HEALTH & LIFE INSUR	1,454.87	1,454.87
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	010.1901.1160	HEALTH & LIFE INSUR	1,480.71	1,480.71
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	010.1911.1160	HEALTH & LIFE INSUR	3,615.12	3,615.12
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	010.3900.1160	HEALTH & LIFE INSUR	1,480.71	1,480.71
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	010.1701.1160	HEALTH & LIFE INSUR	1,480.71	1,480.71
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	010.1907.1160	HEALTH & LIFE INSUR	1,480.71	1,480.71
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	010.6900.1160	HEALTH & LIFE INSUR	16,049.90	16,049.90
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	010.5401.1160	HEALTH & LIFE INSUR	2,861.42	2,861.42
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	020.4301.1160	HEALTH & LIFE INSUR	5,071.36	5,071.36
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	020.4401.1160	HEALTH & LIFE INSUR	5,822.84	5,822.84
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	030.4101.1160	HEALTH & LIFE INSUR	14,727.82	14,727.82
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	040.4202.1160	HEALTH & LIFE INSUR	6,376.54	6,376.54
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	040.4222.1160	HEALTH & LIFE INSUR	1,480.71	1,480.71
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	050.2801.1160	HEALTH & LIFE INSUR	4,501.38	4,501.38
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	070.4501.1160	HEALTH & LIFE INSUR	3,505.56	3,505.56
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	110.2105.1160	HEALTH & LIFE INSUR	20,171.59	20,171.59
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	080.5801.1160	HEALTH & LIFE INSUR	2,150.69	2,150.69
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	650.8901.1160	HEALTH & LIFE INSUR	2,835.58	2,835.58
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	600.8012.1160	HEALTH & LIFE INSUR	25,719.63	25,719.63
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	610.8121.1160	HEALTH & LIFE INSUR	14,945.29	14,945.29
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	610.8123.1160	HEALTH & LIFE INSUR	1,507.40	1,507.40
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	630.8203.1160	HEALTH & LIFE INSUR	769.42	769.42
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	640.8305.1160	HEALTH & LIFE INSUR	11,612.50	11,612.50
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	660.1507.1160	HEALTH & LIFE INSUR	12,176.89	12,176.89
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	820.9601.1160	HEALTH & LIFE INSUR	1,480.71	1,480.71
03/05/2026	105451	HEALTH INSURANCE: MA	MARCH 202	010.2601.1160	HEALTH & LIFE INSUR	2,961.42	2,961.42

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total CITY OF MASON CITY-HEALTH INS:							259,826.69
COLUMN SOFTWARE PBC							
03/05/2026	105452	GLOBE	1ACBCB4B-	010.5401.2030	DUES & PUBLICATION	37.73	37.73
03/05/2026	105452	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	499.10	499.10
03/05/2026	105452	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	374.33	374.33
03/05/2026	105452	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	337.50	337.50
03/05/2026	105452	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	292.22	292.22
03/05/2026	105452	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	229.43	229.43
03/05/2026	105452	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	57.96	57.96
Total COLUMN SOFTWARE PBC:							1,828.27
CONNECTIONS INC EAP							
03/05/2026	105453	EAP FEES-MAR 26	40871	010.6401.3990	MISCELLANEOUS EXP	805.12	805.12
Total CONNECTIONS INC EAP:							805.12
CONSOLIDATED ELECTRICAL DIST							
03/05/2026	105454	CED/CULBER-HAHN ELE	1224981	010.6401.3990	MISCELLANEOUS EXP	11.26	11.26
Total CONSOLIDATED ELECTRICAL DIST:							11.26
CULLIGAN MASON CITY							
03/05/2026	105455	WATER	394X050329	110.2105.3019	OFFICE SUPPLIES	80.45	80.45
Total CULLIGAN MASON CITY:							80.45
D & D SALES							
03/05/2026	105456	VINYL DECALS	122014S	015.1103.4090	EQUIPMENT	5,600.00	5,600.00
Total D & D SALES:							5,600.00
DAIGLE LAW GROUP LLC							
03/05/2026	105457	TRAINING	INV-1504	010.1101.2080	EDUCATION AND TRAI	191.00	191.00
Total DAIGLE LAW GROUP LLC:							191.00
DICK'S PETROLEUM COMPANY							
03/05/2026	105458	NEW PUMP	39828	010.1103.2980	FUEL TANK EXPENSE	8,720.00	8,720.00
Total DICK'S PETROLEUM COMPANY:							8,720.00
DODD, ARLENE							
03/05/2026	105459	AMB REFUND - PRF1	MCFD20250	660.1507.5510	REFUND	275.00	275.00
Total DODD, ARLENE:							275.00
ECHO ELECTRIC							
03/05/2026	105460	CINEMA 5	S011739546.	310.7537.4644	SITE IMPROVEMENTS	22.91	22.91
03/05/2026	105460	SB MALL	S011739559.	680.7537.2150	BUILDING REPAIRS AN	15.14	15.14
Total ECHO ELECTRIC:							38.05
ED M FELD EQUIPMENT CO INC							
03/05/2026	105461	PPE-SUSPENDERS	INV24457	010.1501.3035	OTHER SUPPLIES	533.00	533.00

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total ED M FELD EQUIPMENT CO INC:							533.00
ELECTRONIC ENGINEERING CO							
03/05/2026	105462	HARD DRIVE FOOTAGE	449003464-1	010.1101.2100	INVESTIGATION FUND	155.00	155.00
Total ELECTRONIC ENGINEERING CO:							155.00
ELSBERND,RANDY							
03/05/2026	105463	CELL PHONE REIMBURS	MARCH 202	010.1502.2040	PHONE EXPENSE	30.00	30.00
Total ELSBERND,RANDY:							30.00
ELWOOD CONSTRUCTION,LARRY							
03/05/2026	105464	REPAIR	415	070.4504.2140	M/E REPAIRS	35.21	35.21
Total ELWOOD CONSTRUCTION,LARRY:							35.21
EMSLRC							
03/05/2026	105465	CHA CARDS	54866	050.2801.3990	MISCELLANEOUS EXP	23.00	23.00
03/05/2026	105465	CHA CARDS	54866	010.6201.3019	OFFICE SUPPLIES	46.00	46.00
03/05/2026	105465	CHA CARDS	54866	650.8901.3035	OTHER SUPPLIES	23.00	23.00
03/05/2026	105465	CHA CARDS	54866	110.2105.3770	SAFETY EXPENSE	46.00	46.00
03/05/2026	105465	CHA CARDS	54866	080.5801.2030	DUES & PUBLICATION	23.00	23.00
Total EMSLRC:							161.00
FARM BUREAU FINANCIAL SERVICES							
03/05/2026	105466	AMB REFUND - IRF2	MCFD20250	660.1507.5510	REFUND	967.93	967.93
Total FARM BUREAU FINANCIAL SERVICES:							967.93
FEDEX							
03/05/2026	105467	POSTAGE	9-714-33223	010.6101.3990	MISCELLANEOUS EXP	9.71	9.71
Total FEDEX:							9.71
FERGUSON, BRIONNA							
03/05/2026	105468	OVERPAYMENT: 106 12T	268-1140-16	600.8011.5510	REFUND	56.43	56.43
03/05/2026	105468	OVERPAYMENT: 106 12T	268-1140-16	610.8121.5510	REFUND	29.94	29.94
03/05/2026	105468	OVERPAYMENT: 106 12T	268-1140-16	620.8125.5510	REFUND	3.27	3.27
03/05/2026	105468	OVERPAYMENT: 106 12T	268-1140-16	640.8305.5510	REFUND	15.07	15.07
Total FERGUSON, BRIONNA:							104.71
FLOYD & LEONARD AUTO ELECTRIC							
03/05/2026	105469	HIGHLAND COURSE REP	201956	650.8904.3110	MAINTENANCE MATER	6.04	6.04
03/05/2026	105469	ROLLER SCCALP, ANTI &	202052	070.4504.3310	TOOLS AND SUPPLIES	61.04	61.04
03/05/2026	105470	DORL: 510 S WASHINGT	510 S WASH	155.7518.2910	GRANT PAYMENTS	30,000.00	30,000.00
Total FLOYD & LEONARD AUTO ELECTRIC:							30,067.08
FORD PRO							
03/05/2026	105471	TELEMATICS	INV4356484	010.1102.2140	M/E REPAIRS	265.47	265.47
Total FORD PRO:							265.47

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FORMANEK, NATALIE							
03/05/2026	105472	OVERPAYMENT: 1523 S C	184-7900-13	600.8011.5510	REFUND	20.93	20.93
03/05/2026	105472	OVERPAYMENT: 1523 S C	184-7900-13	610.8121.5510	REFUND	1.55	1.55
03/05/2026	105472	OVERPAYMENT: 1523 S C	184-7900-13	620.8125.5510	REFUND	.29	.29
03/05/2026	105472	OVERPAYMENT: 1523 S C	184-7900-13	640.8305.5510	REFUND	1.31	1.31
Total FORMANEK, NATALIE:							24.08
GAUBATZ,JOE							
03/05/2026	105473	SEAL GUARD WIPER	67597	600.8001.3990	MISCELLANEOUS EXP	76.98	76.98
Total GAUBATZ,JOE:							76.98
GFC LEASING - WI							
03/05/2026	105474	COPIER LEASE FEB - MA	1536221	010.5401.2722	COPY CHARGE	344.32	344.32
03/05/2026	105474	LEXMARK COPIER LEAS	1541697	010.1501.3019	OFFICE SUPPLIES	27.18	27.18
Total GFC LEASING - WI:							371.50
GRAINGER							
03/05/2026	105475	LIFTING STRAPS	9826372030	600.8042.3590	MATERIAL	105.90	105.90
Total GRAINGER:							105.90
GUARDIAN ALLIANCE TECHNOLOGY INC							
03/05/2026	105476	SOCIAL MEDIA SCREENI	33096	010.1101.2110	COMPUTER EXPENSE	40.00	40.00
Total GUARDIAN ALLIANCE TECHNOLOGY INC:							40.00
HANES, ANN							
03/05/2026	105477	MAILBOX	11302025	110.2115.3990	MISCELLANEOUS EXP	50.00	50.00
Total HANES, ANN:							50.00
HAWKINS INC							
03/05/2026	105478	SODIUM HYPOCHLORITE	7349628	600.8001.3170	CHEMICALS	7,533.29	7,533.29
03/05/2026	105478	CHEMICALS	7351251	600.8001.3170	CHEMICALS	4,825.22	4,825.22
Total HAWKINS INC:							12,358.51
HERMEL, A H							
03/05/2026	105479	ARENA CONCESSIONS	4093:578456	670.8923.3135	CONCESSION SUPPLI	874.00	874.00
03/05/2026	105479	ARENA CONCESSIONS	4093:580178	670.8923.3135	CONCESSION SUPPLI	311.66	311.66
Total HERMEL, A H:							1,185.66
HEWETT WHOLESALE INC							
03/05/2026	105480	ARENA CONCESSIONS	239506	670.8923.3135	CONCESSION SUPPLI	1,123.15	1,123.15
Total HEWETT WHOLESALE INC:							1,123.15
HINSON, BRENT							
03/05/2026	105481	CELL PHONE REIMBURS	MARCH 202	010.6201.2040	PHONE EXPENSE	30.00	30.00
Total HINSON, BRENT:							30.00

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HUBER SUPPLY COMPANY							
03/05/2026	105482	MEDICAL OXYGEN DELIV	3244993	660.1509.3070	MEDICAL SUPPLIES	98.43	98.43
03/05/2026	105482	WELDING SUPPLIES	3245618	110.2115.3310	TOOLS AND SUPPLIES	50.40	50.40
03/05/2026	105482	GAS CHARGES	3245620	600.8001.2190	REPAIRS AND MAINTENANCE	46.80	46.80
03/05/2026	105482	MEDICAL OXYGEN DELIV	3246357	660.1509.3070	MEDICAL SUPPLIES	98.43	98.43
Total HUBER SUPPLY COMPANY:							294.06
HUNT ELECTRIC, JIM							
03/05/2026	105483	AIR COMPRESSOR RPR	16049	660.1508.2150	BUILDING REPAIRS AND MAINTENANCE	334.99	334.99
03/05/2026	105483	DRYER RPRS.	16142	010.1502.2150	BUILDING REPAIRS AND MAINTENANCE	220.38	220.38
Total HUNT ELECTRIC, JIM:							555.37
HUNTINGTON NATIONAL BANK, THE							
03/05/2026	105484	003-0694524-101 VIN #58	2513825	015.6900.3990	MISCELLANEOUS EXPENSE	76.33	76.33
03/05/2026	105484	003-0694524-101 VIN #58	2513826	015.6900.3990	MISCELLANEOUS EXPENSE	763.25	763.25
Total HUNTINGTON NATIONAL BANK, THE:							839.58
ION ENVIRONMENTAL SOLUTIONS							
03/05/2026	105485	PROF SERVICES-MAR 20	5237	600.8001.2050	CONTRACT LABOR	8,000.00	8,000.00
Total ION ENVIRONMENTAL SOLUTIONS:							8,000.00
IOWA TOTAL CARE							
03/05/2026	105486	AMB REFUND - IRF11	MCFD20230	660.1507.5510	REFUND	1,122.19	1,122.19
IOWA TOTAL CARE:							1,122.19
JEO CONSULTING GROUP INC							
03/05/2026	105487	WATERSHED COMP PLA	172002	550.5920.2740	PROFESSIONAL SERVICE	10,053.89	10,053.89
Total JEO CONSULTING GROUP INC:							10,053.89
KINECT ENERGY GROUP							
03/05/2026	105488	MONTHLY ENERGY MAN	407385	010.6501.2160	GAS & ELECTRICITY	147.34	147.34
03/05/2026	105488	MONTHLY ENERGY MAN	407385	010.1502.2160	GAS & ELECTRICITY	147.33	147.33
03/05/2026	105488	MONTHLY ENERGY MAN	407385	010.1103.2160	GAS & ELECTRICITY	147.33	147.33
03/05/2026	105488	MONTHLY ENERGY MAN	407385	030.4101.2160	GAS & ELECTRICITY	147.33	147.33
03/05/2026	105488	MONTHLY ENERGY MAN	407385	600.8001.2160	GAS & ELECTRICITY	147.34	147.34
03/05/2026	105488	MONTHLY ENERGY MAN	407385	110.2109.2160	GAS & ELECTRICITY	147.33	147.33
03/05/2026	105488	CITY HALL	407706	010.6501.2160	GAS & ELECTRICITY	4,303.91	4,303.91
03/05/2026	105488	FIRE DEPT	407706	010.1502.2160	GAS & ELECTRICITY	1,920.86	1,920.86
03/05/2026	105488	FIRE DEPT	407706	660.1508.2160	GAS & ELECTRICITY	480.21	480.21
03/05/2026	105488	POLICE DEPT	407706	010.1103.2160	GAS & ELECTRICITY	1,305.77	1,305.77
03/05/2026	105488	OPERATIONS & MAINTENANCE	407706	110.2109.2160	GAS & ELECTRICITY	3,541.22	3,541.22
03/05/2026	105488	PUBLIC LIBRARY	407706	030.4101.2160	GAS & ELECTRICITY	2,320.99	2,320.99
03/05/2026	105488	WATER TREATMENT	407706	600.8001.2160	GAS & ELECTRICITY	3,747.98	3,747.98
03/05/2026	105488	WTRTMT OLD PLANT	407706	600.8001.2160	GAS & ELECTRICITY	625.66	625.66
Total KINECT ENERGY GROUP:							19,130.60
KLEMESRUD, YENI							
03/05/2026	105489	NOTARY RENEWAL: 8040	4795499	660.1507.3990	MISCELLANEOUS EXPENSE	30.00	30.00

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Total KLEMESRUD, YENI:							30.00
LEDOUX SIGNS							
03/05/2026	105490	DECALS	20260023	110.2105.3770	SAFETY EXPENSE	20.00	20.00
Total LEDOUX SIGNS:							20.00
LIFE-ASSIST INC							
03/05/2026	105491	STATION LINEN BAGS	2052977	660.1507.3060	SUPPLIES & LAUNDRY	68.00	68.00
Total LIFE-ASSIST INC:							68.00
MACQUEEN EQUIPMENT INC							
03/05/2026	105492	UPFIT	14672	015.1103.4090	EQUIPMENT	11,706.61	11,706.61
03/05/2026	105492	2341 VALVE RPR.	P63262	010.1503.2140	M/E REPAIRS	296.46	296.46
Total MACQUEEN EQUIPMENT INC:							12,003.07
MALLOY, ELIZABETH							
03/05/2026	105493	AMB REFUND - PRF1	MCFD20250	660.1507.5510	REFUND	97.44	97.44
Total MALLOY, ELIZABETH:							97.44
MARCO INC							
03/05/2026	105494	COPIER	INV1496383	600.8001.3990	MISCELLANEOUS EXP	125.09	125.09
Total MARCO INC:							125.09
MASON CITY PUBLIC UTILITIES							
03/05/2026	105495	UTILITIES-CEMETERY	232-2140-01	070.4501.2160	GAS & ELECTRICITY	128.95	128.95
03/05/2026	105495	UTILITIES-CEMETERY	232-2180-17	070.4501.2160	GAS & ELECTRICITY	111.70	111.70
03/05/2026	105495	UTILITIES-CEMETERY	232-2210-01	070.4501.2160	GAS & ELECTRICITY	115.50	115.50
03/05/2026	105495	UTILITIES-CEMETERY	232-4020-19	070.4501.2160	GAS & ELECTRICITY	80.77	80.77
Total MASON CITY PUBLIC UTILITIES:							436.92
MASON CITY TIRE SERVICE							
03/05/2026	105496	MOWER OR ATV FLAT RE	167796	070.4504.2140	M/E REPAIRS	35.32	35.32
Total MASON CITY TIRE SERVICE:							35.32
MCKINESS EXCAVATING							
03/05/2026	105497	MALL SNOW REMOVAL	9221	630.8201.2050	CONTRACT LABOR	2,550.00	2,550.00
Total MCKINESS EXCAVATING:							2,550.00
MEDICAL ASSOCIATES							
03/05/2026	105498	AMB REFUND - IRF2	MCFD20250	660.1507.5510	REFUND	106.42	106.42
Total MEDICAL ASSOCIATES:							106.42
MEDIGOLD							
03/05/2026	105499	AMB REFUND - IRF4	MCFD20240	660.1507.5510	REFUND	2.87	2.87
Total MEDIGOLD:							2.87

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MEDLIN, JAMEY							
03/05/2026	105500	CELL PHONE REIMBURS	MARCH 202	010.1502.2040	PHONE EXPENSE	30.00	30.00
Total MEDLIN, JAMEY:							30.00
MENARDS							
03/05/2026	105501	5-PORT GIG METAL SWIT	49242	010.6202.3019	OFFICE SUPPLIES	19.99	19.99
03/05/2026	105501	REFLECTIVE NBRS/LTRS	49439	070.4504.3310	TOOLS AND SUPPLIES	5.85	5.85
03/05/2026	105501	MENARDS - INVOICE 498	49839 02242	010.6401.3990	MISCELLANEOUS EXP	51.08	51.08
03/05/2026	105501	CITY HALL SUPPLIES	49852	010.6501.2190	REPAIRS AND MAINT	18.25	18.25
03/05/2026	105501	SWEEP COMPOUND	49866	070.4504.3310	TOOLS AND SUPPLIES	19.99	19.99
03/05/2026	105501	SB MALL SUPPLIES	49911	680.7537.3090	BUILDING SUPPLIES	51.95	51.95
03/05/2026	105501	SPACE HEATER	50215	010.6501.3060	SUPPLIES & LAUNDRY	49.99	49.99
03/05/2026	105501	SHOP & BLDG MAINT-SU	50240	010.1502.2150	BUILDING REPAIRS AN	24.31	24.31
03/05/2026	105501	PLUMBING SUPPLIES	50260	600.8001.2190	REPAIRS AND MAINT	19.30	19.30
Total MENARDS:							260.71
MERTES, SUSAN							
03/05/2026	105502	OVERPAYMENT: 952 14T	348-1020-10	600.8011.5510	REFUND	25.13	25.13
Total MERTES, SUSAN:							25.13
MIDWEST NORTH IOWA JANITORIAL							
03/05/2026	105503	RECREATION JANITORIA	5007	020.4401.2740	PROFESSIONAL SERV	975.00	975.00
03/05/2026	105503	TRANSIT STATION CLEA	5008	080.5802.2740	PROFESSIONAL SERV	936.51	936.51
03/05/2026	105503	CITY HALL JANITORIAL	5010	010.6501.2470	CUSTODIAN EXPENSE	5,833.33	5,833.33
Total MIDWEST NORTH IOWA JANITORIAL:							7,744.84
MUNICIPAL FIRE AND POLICE							
03/05/2026	105504	CITY SHARE 3/6/26	3/6/2026	114.1101.5661	PAYMENT TO MFPRSI	32,269.13	32,269.13
03/05/2026	105504	CITY SHARE 3/6/26	3/6/2026	116.1501.5661	PAYMENT TO MFPRSI	24,094.07	24,094.07
03/05/2026	105504	CITY SHARE 3/6/26	3/6/2026	660.1507.5661	PAYMENT TO MFPRSI	7,104.84	7,104.84
Total MUNICIPAL FIRE AND POLICE:							63,468.04
NAPA AUTO PARTS							
03/05/2026	105505	AIR FILTER	477647	110.2107.3044	M/E SUPPLIES	35.24	35.24
03/05/2026	105505	FLEXTUBE	477971	010.1102.2140	M/E REPAIRS	39.68	39.68
03/05/2026	105505	FILTER	478022	110.2107.3044	M/E SUPPLIES	60.92	60.92
03/05/2026	105505	OIL FILTERS	478070	110.2107.3044	M/E SUPPLIES	865.67	865.67
Total NAPA AUTO PARTS:							1,001.51
NASSCO INC							
03/05/2026	105506	COPY PAPER, SAFETY G	6671893	600.8042.3590	MATERIAL	226.40	226.40
Total NASSCO INC:							226.40
NETTLETON, KAITLYN							
03/05/2026	105507	DAMAGE DEPOSIT REFU	0037001	040.4202.5510	REFUND	150.00	150.00
Total NETTLETON, KAITLYN:							150.00
NIACC							
03/05/2026	105508	NIACC EMT CLASS-DOU	11145	660.1507.2080	EDUCATION AND TRAI	4,800.00	4,800.00

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Total NIACC:							4,800.00
NORTH CENTRAL INTERNATIONAL							
03/05/2026	105509	SLACK ADJUSTER	X223022145:	110.2107.3044	M/E SUPPLIES	101.77	101.77
Total NORTH CENTRAL INTERNATIONAL:							101.77
NORTHWAY WELL AND PUMP CO							
03/05/2026	105510	FEED PUMP #2 PUMP RE	17662	600.8001.3450	PUMPS - MATERIAL	32,060.85	32,060.85
Total NORTHWAY WELL AND PUMP CO:							32,060.85
O'HERRON CO INC, RAY							
03/05/2026	105511	UNIFORMS	2463718	010.1101.1170	UNIFORM ALLOWANCE	24.70	24.70
Total O'HERRON CO INC, RAY:							24.70
ONE SOURCE							
03/05/2026	105512	BG CHECK - DESPENAS	2022200292	010.6401.2740	PROFESSIONAL SERV	22.00	22.00
03/05/2026	105512	BG CHECK - ELION	2022200292	010.6401.2740	PROFESSIONAL SERV	34.55	34.55
Total ONE SOURCE:							56.55
OVERHEAD DOOR CO OF MASON CITY							
03/05/2026	105513	GARAGE DOOR REPAIR	173481-000	110.2109.2190	REPAIRS AND MAINTENANCE	2,385.00	2,385.00
Total OVERHEAD DOOR CO OF MASON CITY:							2,385.00
PETRO BLEND CORP							
03/05/2026	105514	OIL	204760	110.2107.3044	M/E SUPPLIES	27.16	27.16
Total PETRO BLEND CORP:							27.16
PETTY CASH-MUSEUM							
03/05/2026	105515	POSTAGE	840-5500020	040.4211.2300	POSTAGE	2.44	2.44
Total PETTY CASH-MUSEUM:							2.44
PHYSICIAN'S CLAIMS COMPANY							
03/05/2026	105516	AMB BILLING - DECEMBER	40008	660.1507.2740	PROFESSIONAL SERV	14,802.71	14,802.71
Total PHYSICIAN'S CLAIMS COMPANY:							14,802.71
PRECISION WASTE SOLUTIONS LLC							
03/05/2026	105517	ARENA WASTE/RECYCLING	1337297	670.8923.2723	CONTRACTUAL AGREEMENT	360.50	360.50
Total PRECISION WASTE SOLUTIONS LLC:							360.50
PRINTING SERVICES INC.							
03/05/2026	105518	SANITATION MAILER	7882	640.8305.2740	PROFESSIONAL SERV	2,670.18	2,670.18
Total PRINTING SERVICES INC.:							2,670.18
QUILL CORPORATION							
03/05/2026	105519	MEASURING WHEELS	47817438	600.8042.3590	MATERIAL	195.98	195.98
03/05/2026	105519	TONERS	47835636	010.2601.3019	OFFICE SUPPLIES	496.96	496.96

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03/05/2026	105519	PRINTER	47891818	110.2105.3019	OFFICE SUPPLIES	79.99	79.99
03/05/2026	105519	MAGIC ERASERS	47893857	110.2105.3019	OFFICE SUPPLIES	9.85	9.85
Total QUILL CORPORATION:							782.78
REAPER TREE SERVICE							
03/05/2026	105520	TREE REMOVAL 205 29T	03022026	015.5401.4010	CAPITAL OUTLAY	2,000.00	2,000.00
Total REAPER TREE SERVICE:							2,000.00
RIVER CITY AUTO BODY INC							
03/05/2026	105521	ACCIDENT REPAIRS	E60FB6D8	010.1102.2140	M/E REPAIRS	2,811.40	2,811.40
Total RIVER CITY AUTO BODY INC:							2,811.40
RIVER CITY COMMUNICATIONS							
03/05/2026	105522	HIGHLAND ANNUAL FIRE	108734	650.8906.2150	BUILDING REPAIRS AN	175.00	175.00
03/05/2026	105522	RIVER CITY COMMUNICA	108736	010.6401.3990	MISCELLANEOUS EXP	100.00	100.00
03/05/2026	105522	MONTHLY PHONE SERVI	108808	070.4501.2040	PHONE EXPENSE	49.00	49.00
Total RIVER CITY COMMUNICATIONS:							324.00
RSM US LLP							
03/05/2026	105523	GIS VM SERVER UPGRA	CI-11333551	015.6900.4060	OFFICE EQUIPMENT	1,779.50	1,779.50
03/05/2026	105523	TROUBLESHOOT NETW	CI-11333551	015.6900.4060	OFFICE EQUIPMENT	2,516.25	2,516.25
03/05/2026	105523	TROUBLESHOREVIEW P	CI-11333551	015.6900.4060	OFFICE EQUIPMENT	6,176.25	6,176.25
03/05/2026	105523	TROUBLESHORWIRELES	CI-11333551	015.6900.4060	OFFICE EQUIPMENT	3,202.50	3,202.50
03/05/2026	105523	ADMIN FEES	CI-11333551	015.6900.4060	OFFICE EQUIPMENT	683.73	683.73
03/05/2026	105523	MCI - IT OBSERVABILITY	CI-11336077	015.6900.4060	OFFICE EQUIPMENT	593.00	593.00
Total RSM US LLP:							14,951.23
RSM US PRODUCT SALES LLC							
03/05/2026	105524	MICROSOFT DEFENDER	CI-11342096	015.6900.4060	OFFICE EQUIPMENT	37.20	37.20
03/05/2026	105524	DUO ESSENTIALS JANU	CI-11355693	010.6202.3019	OFFICE SUPPLIES	10.00	10.00
Total RSM US PRODUCT SALES LLC:							47.20
SAFEWARE INC							
03/05/2026	105525	LESS LETHAL	10258397	010.1101.3990	MISCELLANEOUS EXP	503.50	503.50
Total SAFEWARE INC:							503.50
SCHILLING SUPPLY COMPANY							
03/05/2026	105526	SCRUBS, AIR FRSHNERS	1042332-00	600.8042.3590	MATERIAL	243.50	243.50
Total SCHILLING SUPPLY COMPANY:							243.50
SKYBLUE SOLUTIONS							
03/05/2026	105527	PHONE	10892474	010.1101.2040	PHONE EXPENSE	666.06	666.06
Total SKYBLUE SOLUTIONS:							666.06
STANARD & ASSOCIATES INC							
03/05/2026	105528	PD CIVIL SERVICE TESTI	SA00006378	010.6401.2323	CIVIL SERVICE EXAMI	207.00	207.00

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Total STANARD & ASSOCIATES INC:							207.00
STECKER,PAM							
03/05/2026	105529	CELL PHONE REIMBURS	MARCH 202	010.6105.2040	PHONE EXPENSE	30.00	30.00
Total STECKER,PAM:							30.00
TATMAN, DR ANTHONY							
03/05/2026	105530	CRITICAL HIRE EVALUATI	2/23/2026	010.1101.3990	MISCELLANEOUS EXP	25.00	25.00
Total TATMAN, DR ANTHONY:							25.00
TITAN MACHINERY							
03/05/2026	105531	TURBOCHARGER UNIT 7	PS1097657-	110.2107.3044	M/E SUPPLIES	1,255.05	1,255.05
Total TITAN MACHINERY:							1,255.05
TRAF-O-TERIA SYSTEM							
03/05/2026	105532	PARKING ENVELOPES	18770	630.8203.3019	OFFICE SUPPLIES	441.31	441.31
Total TRAF-O-TERIA SYSTEM:							441.31
TREVIAPAY							
03/05/2026	105533	FRONT DESK INK	2967B7DE	040.4211.3019	OFFICE SUPPLIES	18.61	18.61
03/05/2026	105533	STORAGE CONTAINERS	BF7FBCCE	040.4215.3019	OFFICE SUPPLIES	84.80	84.80
03/05/2026	105533	CARDSTOCK	EBCE64A6	040.4213.2443	EXHIBIT COSTS	26.24	26.24
Total TREVIAPAY:							129.65
UMB BANK NA							
03/05/2026	105534	GO 2018 ADMIN FEES	1031087	210.7112.2740	PROFESSIONAL SERV	300.00	300.00
Total UMB BANK NA:							300.00
VANOUS,PAUL							
03/05/2026	105535	CELL PHONE REIMBURS	MARCH 202	610.8121.2040	PHONE EXPENSE	30.00	30.00
Total VANOUS,PAUL:							30.00
VERIZON WIRELESS							
03/05/2026	105536	231.4691	6136835998	600.8002.2040	PHONE EXPENSE	20.02	20.02
03/05/2026	105536	420.0241	6136835998	020.4401.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.1797	6136835998	020.4401.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.2072	6136835998	010.1911.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.2101	6136835998	010.1904.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.2210	6136835998	010.1907.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.2220	6136835998	010.2601.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.2225	6136835998	010.2404.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.2234	6136835998	010.2601.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.2365	6136835998	010.1901.3035	OTHER SUPPLIES	38.48	38.48
03/05/2026	105536	420.3753	6136835998	010.1101.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.3878	6136835998	010.2601.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.4726	6136835998	010.2601.2040	PHONE EXPENSE	24.39	24.39
03/05/2026	105536	420.4815	6136835998	010.6105.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.4973	6136835998	110.2105.2040	PHONE EXPENSE	24.39	24.39
03/05/2026	105536	420.5086	6136835998	610.8121.2040	PHONE EXPENSE	19.07	19.07

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
03/05/2026	105536	420.5133	6136835998	600.8001.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.5592	6136835998	020.4401.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.5594	6136835998	600.8001.2040	PHONE EXPENSE	30.01	30.01
03/05/2026	105536	420.5785	6136835998	010.6202.2040	PHONE EXPENSE	24.39	24.39
03/05/2026	105536	420.6042	6136835998	660.1508.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105536	420.6089	6136835998	640.8305.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.6329	6136835998	600.8001.2040	PHONE EXPENSE	24.39	24.39
03/05/2026	105536	420.7778	6136835998	820.9601.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.9034	6136835998	600.8002.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	420.9741	6136835998	010.1101.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	421.2708	6136835998	010.3900.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	425.6688	6136835998	680.7537.2040	PHONE EXPENSE	24.39	24.39
03/05/2026	105536	430.3068	6136835998	010.1101.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	430.5956	6136835998	680.7537.2040	PHONE EXPENSE	24.39	24.39
03/05/2026	105536	430.7953	6136835998	010.1101.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	525.5010	6136835998	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105536	525.5011	6136835998	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105536	525.5012	6136835998	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105536	529.6106	6136835998	010.1101.5910	SPECIAL GRANT	38.48	38.48
03/05/2026	105536	529.7038	6136835998	600.8012.2040	PHONE EXPENSE	13.34	13.34
03/05/2026	105536	529.7038	6136835998	610.8121.2040	PHONE EXPENSE	13.33	13.33
03/05/2026	105536	529.7038	6136835998	110.2105.2040	PHONE EXPENSE	13.34	13.34
03/05/2026	105536	529.7624	6136835998	600.8012.2040	PHONE EXPENSE	13.34	13.34
03/05/2026	105536	529.7624	6136835998	610.8121.2040	PHONE EXPENSE	13.33	13.33
03/05/2026	105536	529.7624	6136835998	110.2105.2040	PHONE EXPENSE	13.34	13.34
03/05/2026	105536	530.1314	6136835998	010.1101.5910	SPECIAL GRANT	40.01	40.01
03/05/2026	105536	530.1337	6136835998	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105536	530.171	6136835998	600.8001.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105536	530.1901	6136835998	600.8002.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105536	530.2323	6136835998	020.4301.2040	PHONE EXPENSE	27.52	27.52
03/05/2026	105536	530.2712	6136835998	010.1911.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	530.3052	6136835998	542.1111.2040	PHONE	38.48	38.48
03/05/2026	105536	530.3238	6136835998	600.8001.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105536	530.3505	6136835998	010.1101.5910	SPECIAL GRANT	40.01	40.01
03/05/2026	105536	530.3540	6136835998	010.1101.5910	SPECIAL GRANT	40.01	40.01
03/05/2026	105536	530.4427	6136835998	010.1101.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	530.4574	6136835998	010.1101.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	530.4702	6136835998	010.1101.5910	SPECIAL GRANT	40.01	40.01
03/05/2026	105536	530.5448	6136835998	010.3401.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105536	530.9344	6136835998	010.1101.5934	COMMUNITY POLICIN	38.48	38.48
03/05/2026	105536	530.9412	6136835998	600.8001.2040	PHONE EXPENSE	56.55	56.55
03/05/2026	105536	530.9656	6136835998	010.1101.5910	SPECIAL GRANT	40.01	40.01
03/05/2026	105536	530.9977	6136835998	010.1101.5910	SPECIAL GRANT	40.01	40.01
03/05/2026	105536	548.6013	6136835998	010.2601.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105536	548.6017	6136835998	600.8001.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105536	548.6069	6136835998	600.8001.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105536	903.5067	6136835998	600.8002.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105536	903.5721	6136835998	600.8002.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105536	903.5745	6136835998	110.2105.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	440.0017	6136835999	010.1101.2040	PHONE EXPENSE	30.02	30.02
03/05/2026	105537	440.0732	6136835999	610.8121.2040	PHONE EXPENSE	30.02	30.02
03/05/2026	105537	529.0067	6136835999	630.8203.2110	COMPUTER EXPENSE	40.01	40.01
03/05/2026	105537	529.168	6136835999	010.1101.2040	PHONE EXPENSE	30.02	30.02
03/05/2026	105537	529.3649	6136835999	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	529.3739	6136835999	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	529.6347	6136835999	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	529.647	6136835999	010.1101.2040	PHONE EXPENSE	40.01	40.01

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
03/05/2026	105537	529.689	6136835999	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	529.7404	6136835999	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	529.7744	6136835999	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	529.794	6136835999	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	529.8479	6136835999	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	529.8747	6136835999	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	529.8848	6136835999	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	529.8986	6136835999	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	529.9384	6136835999	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	529.9134	6136835999	010.1101.2040	PHONE EXPENSE	30.02	30.02
03/05/2026	105537	529.9916	6136835999	542.1111.2040	PHONE	40.01	40.01
03/05/2026	105537	529.9917	6136835999	542.1111.2040	PHONE	40.01	40.01
03/05/2026	105537	529.9919	6136835999	542.1111.2040	PHONE	40.01	40.01
03/05/2026	105537	529.9971	6136835999	542.1111.2040	PHONE	40.01	40.01
03/05/2026	105537	530.2606	6136835999	610.8121.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	530.4049	6136835999	110.2105.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	548.6318	6136835999	010.1101.2040	PHONE EXPENSE	30.02	30.02
03/05/2026	105537	548.6877	6136835999	010.1101.2040	PHONE EXPENSE	30.02	30.02
03/05/2026	105537	903.5029	6136835999	610.8121.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105537	903.5032	6136835999	610.8121.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105538	641.420.0455	6136836001	020.4301.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105538	641.529.6060	6136836001	070.4501.2020	ADVERTISING (GENER	40.01	40.01
03/05/2026	105538	641.530.2867	6136836001	020.4301.2040	PHONE EXPENSE	67.12	67.12
03/05/2026	105538	641.530.8898	6136836001	010.1907.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105538	641.530.8899	6136836001	600.8011.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105538	641.530.8900	6136836001	600.8011.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105538	641.530.8901	6136836001	010.1911.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105538	641.530.8902	6136836001	010.1904.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105538	641.530.7351	6136836001	070.4501.2020	ADVERTISING (GENER	40.01	40.01
03/05/2026	105539	231.4008	6136836002	010.1502.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105539	420.1623	6136836002	010.1502.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105539	420.5067	6136836002	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105539	420.6849	6136836002	010.1502.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105539	529.6449	6136836002	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105539	529.9621	6136836002	660.1508.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105539	530.1053	6136836002	010.1101.2040	PHONE EXPENSE	20.02	20.02
03/05/2026	105539	530.1178	6136836002	010.1101.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105539	530.3062	6136836002	660.1508.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105539	530.8332	6136836002	660.1508.2040	PHONE EXPENSE	38.48	38.48
03/05/2026	105539	530.8446	6136836002	660.1508.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105539	530.8817	6136836002	660.1508.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105539	530.8841	6136836002	660.1508.2040	PHONE EXPENSE	40.01	40.01
03/05/2026	105539	530.9459	6136836002	660.1508.2040	PHONE EXPENSE	40.01	40.01

Total VERIZON WIRELESS:

4,243.33

VESTIS

03/05/2026	105540	HIGHLAND MOTOR SHO	6340530635	650.8908.3044	M/E SUPPLIES	25.87	25.87
03/05/2026	105540	UNIFORMS & MATS	6340531479	110.2105.3060	SUPPLIES & LAUNDRY	154.88	154.88
03/05/2026	105540	UNIFORMS	6340531482	640.8305.2410	UNIFORM RENTAL	105.68	105.68
03/05/2026	105540	UNIFORMS	6340531941	600.8001.3060	SUPPLIES & LAUNDRY	232.01	232.01
03/05/2026	105540	RUGS	6340532542	010.6501.3060	SUPPLIES & LAUNDRY	29.05	29.05
03/05/2026	105540	HIGHLAND MOTOR SHO	6340533283	650.8908.3044	M/E SUPPLIES	58.65	58.65

Total VESTIS:

606.14

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
VIKING COMPUTER PARTS INC							
03/05/2026	105541	SYSTEM BOARD DL-360/	174836	015.6900.4060	OFFICE EQUIPMENT	274.00	274.00
Total VIKING COMPUTER PARTS INC:							274.00
WALLACE HOLLAND KASTLER							
03/05/2026	105542	FY26 SEWER REPAIRS P	56981	613.8125.4530	COLLECTION SYSTEM	3,411.20	3,411.20
03/05/2026	105542	RC RIVERWALK SKYWAL	57075	310.7539.2740	PROFESSIONAL SERV	991.90	991.90
03/05/2026	105542	PROFESSIONAL SERVIC	57080	320.2101.4580	STREET REHAB PROG	22,626.74	22,626.74
Total WALLACE HOLLAND KASTLER:							27,029.84
WASTE MANAGEMENT							
03/05/2026	105543	DUMPSTER	6768401-051	600.8001.3175	FILTERS	155.54	155.54
Total WASTE MANAGEMENT:							155.54
WERNET,LOGAN							
03/05/2026	105544	CELL PHONE REIMBURS	MARCH 202	010.1101.2040	PHONE EXPENSE	30.00	30.00
Total WERNET,LOGAN:							30.00
ZIEGLER							
03/05/2026	105545	ELEMENT ASSEMBLY 61	IN002314527	110.2107.3044	M/E SUPPLIES	174.36	174.36
03/05/2026	105545	HYDRAULIC HOSE	IN002319765	110.2107.3044	M/E SUPPLIES	98.42	98.42
03/05/2026	105545	61 TESTING	SI000764319	110.2107.2140	M/E REPAIRS	130.30	130.30
Total ZIEGLER:							403.08
Grand Totals:							723,039.21

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

Dated: _____

Approved by: _____

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							
03/12/2026	105565	BANK REC SERVICES	520037	010.6201.2740	PROFESSIONAL SERV	1,137.50	1,137.50
Total ABDO LLP:							1,137.50
ABSOLUTE WASTE REMOVAL							
03/12/2026	105566	FEB RECYCLING	2213505	640.8301.2585	RECYCLING CENTER	5,188.05	5,188.05
Total ABSOLUTE WASTE REMOVAL:							5,188.05
ALGONA FEED STORE							
03/12/2026	105567	CORN, OATS, DEER SUP	41491	020.4301.3370	ZOO SUPPLIES	517.60	517.60
Total ALGONA FEED STORE:							517.60
ALLIANT UTILITIES-IPC							
03/12/2026	105568	SB MALL 100 S FEDERAL	0491351550	680.7537.2160	GAS & ELECTRICITY	10,278.93	10,278.93
03/12/2026	105568	1206 2ND ST NE BRIDGE	0625306157	020.4304.2160	GAS & ELECTRICITY	37.20	37.20
03/12/2026	105569	LIFT STATION	0671431000	050.2814.2180	ELECTRICITY	87.95	87.95
03/12/2026	105568	1280 4TH ST SW SIGNAL	0812531530	010.2404.2180	ELECTRICITY	75.96	75.96
03/12/2026	105569	TERMINAL ELECTRIC	1302336837	050.2814.2180	ELECTRICITY	6,422.46	6,422.46
03/12/2026	105569	TERMINAL GAS	1302336837	050.2814.2161	GAS UTILITIES	763.28	763.28
03/12/2026	105568	1241 Moonstone Ct St Lite	1457522782	110.2301.2180	ELECTRICITY	51.18	51.18
03/12/2026	105568	1811 S FEDERAL	1685779979	010.2404.2180	ELECTRICITY	65.60	65.60
03/12/2026	105568	Traffic Lights	1785215807	010.2404.2160	GAS & ELECTRICITY	178.83	178.83
03/12/2026	105568	100 S Federal #117 Younk	3096803889	670.8923.2160	GAS & ELECTRICITY	2,621.25	2,621.25
03/12/2026	105569	AVIATION T-HANGARS	3110868126	050.2810.2180	ELECTRICITY	228.81	228.81
03/12/2026	105569	AVIATION T-HANGARS	3407641000	050.2810.2180	ELECTRICITY	597.37	597.37
03/12/2026	105568	Well 14 Outside Building	4033721000	600.8001.2160	GAS & ELECTRICITY	6,804.05	6,804.05
03/12/2026	105568	1090 15th SW Skate Park	4539931000	020.4304.2160	GAS & ELECTRICITY	126.99	126.99
03/12/2026	105568	G Hanford	4664980000	020.4304.2160	GAS & ELECTRICITY	42.43	42.43
03/12/2026	105569	FIRE STATION	5028301000	050.2806.2161	GAS UTILITIES	864.47	864.47
03/12/2026	105569	FIRE STATION	5028301000	050.2806.2180	ELECTRICITY	838.03	838.03
03/12/2026	105568	2300 S Massachusetts	5240190000	600.8001.2160	GAS & ELECTRICITY	5,297.72	5,297.72
03/12/2026	105568	221 5TH ST SW BLD B	5322490729	010.1103.2160	GAS & ELECTRICITY	107.22	107.22
03/12/2026	105568	221 5TH ST SW BLD B	5322490729	660.1508.2160	GAS & ELECTRICITY	26.80	26.80
03/12/2026	105568	Fire 80	5700551000	010.1502.2160	GAS & ELECTRICITY	4,207.46	4,207.46
03/12/2026	105568	Ambulance 20	5700551000	660.1508.2160	GAS & ELECTRICITY	1,051.87	1,051.87
03/12/2026	105568	Well 14 S Kentucky	6423311000	600.8001.2160	GAS & ELECTRICITY	88.24	88.24
03/12/2026	105568	Various Traffic Signals	6487651000	010.2404.2180	ELECTRICITY	999.63	999.63
03/12/2026	105569	RUNWAY LIGHTS, VAULT	6713401000	050.2808.2180	ELECTRICITY	735.38	735.38
03/12/2026	105569	EAST GATE	7090989568	050.2810.2180	ELECTRICITY	41.75	41.75
03/12/2026	105569	MX BUILDING	7673880000	050.2804.2180	ELECTRICITY	191.57	191.57
03/12/2026	105569	MX BUILDING	7673880000	050.2804.2161	GAS UTILITIES	1,360.12	1,360.12
03/12/2026	105568	544 43rd Street Monroe Lig	7807269687	110.2301.2180	ELECTRICITY	70.03	70.03
03/12/2026	105568	5TH SW & N FEDERAL N	8309731608	010.2404.2180	ELECTRICITY	521.43	521.43
03/12/2026	105568	360 5th St SW	8509772075	110.2301.2180	ELECTRICITY	31.55	31.55
03/12/2026	105569	WEST GATE	8719351000	050.2810.2180	ELECTRICITY	37.50	37.50
03/12/2026	105568	14251 Partridge Welcome	8876090000	110.2100.2160	GAS & ELECTRICITY	27.11	27.11
03/12/2026	105569	ENTRANCE SIGN	8909680000	050.2814.2180	ELECTRICITY	52.81	52.81
03/12/2026	105568	221 5th SW Share Building	9046690000	010.1103.2160	GAS & ELECTRICITY	263.41	263.41
03/12/2026	105568	543 43rd Street Wtr Tower	9264790000	600.8012.2160	GAS & ELECTRICITY	231.20	231.20

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Total ALLIANT UTILITIES-IPC:							45,427.59
AMAZON CAPITAL SERVICES							
03/12/2026	105570	BOOKS	14JF-C94C-	030.4101.4020	BOOKS	28.86	28.86
03/12/2026	105570	BOOKS	1CMM-PJ34-	030.4101.4020	BOOKS	36.53	36.53
03/12/2026	105570	BOOKS	1JDR-NTLR-	030.4101.4020	BOOKS	22.54	22.54
03/12/2026	105570	BOOKS	1JQJ-W7TY-	030.4101.4020	BOOKS	83.91	83.91
03/12/2026	105570	BOOKS	1LQ7-QDTN-	030.4101.4020	BOOKS	33.76	33.76
03/12/2026	105570	BOOKS	1XVY-1GX3-	030.4101.4020	BOOKS	28.35	28.35
Total AMAZON CAPITAL SERVICES:							233.95
APEX WATER AND PROCESS INC							
03/12/2026	105571	ARENA IPA CONTRACT	AR121975	670.8923.2723	CONTRACTUAL AGRE	393.01	393.01
Total APEX WATER AND PROCESS INC:							393.01
ARNOLD MOTOR SUPPLY							
03/12/2026	105572	OIL	05NV165893	110.2107.3044	M/E SUPPLIES	53.13	53.13
Total ARNOLD MOTOR SUPPLY:							53.13
BAUER BUILT TIRE CENTER							
03/12/2026	105573	TIRES	820093566	640.8305.3044	M/E SUPPLIES	2,336.96	2,336.96
03/12/2026	105573	RIM REPAIR	820093573	640.8305.3044	M/E SUPPLIES	180.00	180.00
Total BAUER BUILT TIRE CENTER:							2,516.96
BEEMER, AARON							
03/12/2026	105574	IA PARAMEDIC RECERT	IOWDPH017	660.1507.2080	EDUCATION AND TRAI	25.00	25.00
Total BEEMER, AARON:							25.00
BFIRST INDUSTRIAL							
03/12/2026	105575	EAR MUFFS HEARING P	31060951-00	600.8042.3590	MATERIAL	82.00	82.00
03/12/2026	105575	CHAIN	31061019-00	820.9601.3530	GARAGE SUPPLIES	288.48	288.48
Total BFIRST INDUSTRIAL:							370.48
BROTHERS MARKET INC							
03/12/2026	105576	FILTER	127557	610.8121.3110	MAINTENANCE MATER	23.99	23.99
03/12/2026	105576	BALL VALVE	127604	110.2107.3260	SHOP SUPPLIES	15.99	15.99
03/12/2026	105576	TRASH CAN	127607	640.8305.3990	MISCELLANEOUS EXP	26.99	26.99
03/12/2026	105576	UPS	127633	600.8001.3990	MISCELLANEOUS EXP	15.28	15.28
Total BROTHERS MARKET INC:							82.25
CALHOUN, LAURA							
03/12/2026	105577	DAMAGE DEPOSIT REFU	0036805	040.4202.5510	REFUND	150.00	150.00
Total CALHOUN, LAURA:							150.00
CARD, REGINA							
03/12/2026	105578	DRYING RACK	3062026	010.5401.3990	MISCELLANEOUS EXP	21.40	21.40

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total CARD, REGINA:							21.40
CDW GOVERNMENT INC							
03/12/2026	105579	MICROSOFT SURFACE P	AI27B1R	110.2105.4060	OFFICE EQUIPMENT	1,587.49	1,587.49
03/12/2026	105579	HP 7.9" DISPLAYPORT TO	AI4NE3G	010.6202.3019	OFFICE SUPPLIES	63.00	63.00
Total CDW GOVERNMENT INC:							1,650.49
CENTRAL LOCK & KEY							
03/12/2026	105580	KEYS DE2	122982	110.2109.2190	REPAIRS AND MAINTENANCE	20.00	20.00
Total CENTRAL LOCK & KEY:							20.00
CHAMBER OF COMMERCE							
03/12/2026	105581	PARADE FLOAT ENTRY	05232026	040.4211.3990	MISCELLANEOUS EXP	25.00	25.00
Total CHAMBER OF COMMERCE:							25.00
CHICK-FIL-A							
03/12/2026	105582	ARENA CONCESSIONS	534682	670.8923.3135	CONCESSION SUPPLIES	227.50	227.50
03/12/2026	105582	ARENA CONCESSIONS	537988	670.8923.3135	CONCESSION SUPPLIES	597.50	597.50
03/12/2026	105582	ARENA CONCESSIONS	537994	670.8923.3135	CONCESSION SUPPLIES	522.50	522.50
03/12/2026	105582	ARENA CONCESSIONS	543617	670.8923.3135	CONCESSION SUPPLIES	347.50	347.50
Total CHICK-FIL-A:							1,695.00
CITY OF MASON CITY							
03/12/2026	500234	WATER SEWER EXCISE	01/01-01/31/	600.8013.2541	WATER SERVICE EXCISE	25,488.82	25,488.82
03/12/2026	500234	SEWER SALES TAX: SEW	01/01-01/31/	610.8124.2540	SALES TAX	10,943.55	10,943.55
03/12/2026	500229	3/6/2026 CLAIMS	03062026	800.9401.5265	HEALTH CARE CLAIMS	59,102.29	59,102.29
03/12/2026	105583	SERVICE FEE APPLIED TO	204-2200-20	600.8011.5510	REFUND	53.00	53.00
03/12/2026	105584	SERVICE FEE APPLIED TO	208-3360-19	600.8011.5510	REFUND	53.00	53.00
03/12/2026	105585	INVOICE PAYMENT APPLIED	272-2720-02	600.8011.5510	REFUND	166.80	166.80
03/12/2026	105585	INVOICE PAYMENT APPLIED	272-2720-02	610.8121.5510	REFUND	106.39	106.39
03/12/2026	105585	INVOICE PAYMENT APPLIED	272-2720-02	620.8125.5510	REFUND	22.35	22.35
03/12/2026	105585	INVOICE PAYMENT APPLIED	272-2720-02	640.8305.5510	REFUND	102.22	102.22
03/12/2026	105585	INVOICE PAYMENT APPLIED	272-2720-02	600.8013.2541	WATER SERVICE EXCISE	2.24	2.24
03/12/2026	500235	RCR ARENA - JAN 26	JANUARY 20	670.8921.2540	SALES TAX	793.38	793.38
03/12/2026	500236	CEMETERY SALES TAX JAN	JANUARY 20	070.4501.2540	SALES TAX	162.54	162.54
03/12/2026	500235	CAMPGRND-JAN 26 25	JANUARY 20	020.4410.3130	CAMPGROUND SUPPLIES	132.60	132.60
Total CITY OF MASON CITY:							97,129.18
CITY OF MASON CITY - DHS IME							
03/12/2026	500230	MARCH 2026 STATE SHARE	022726 63	660.1507.5511	SERVICE EXPENSES	20,062.35	20,062.35
03/12/2026	500230	FFS CLAIMS BLD THROUGH	022726 63	660.1507.5511	SERVICE EXPENSES	128.19	128.19
Total CITY OF MASON CITY - DHS IME:							20,190.54
CITY OF MASON CITY-SCRIPTSOURCING							
03/12/2026	500231	02/06/2026 CLAIMS	48329	800.9401.5265	HEALTH CARE CLAIMS	12,625.37	12,625.37
03/12/2026	500232	2/20/2026 CLAIMS	48939	800.9401.5265	HEALTH CARE CLAIMS	31,095.62	31,095.62
Total CITY OF MASON CITY-SCRIPTSOURCING:							43,720.99

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CLAPPER TREE SERVICE INC							
03/12/2026	105586	CIP # 26-030 REMOVAL O	4778	015.2101.4860	TREES	20,800.00	20,800.00
Total CLAPPER TREE SERVICE INC:							20,800.00
CLOW VALVE COMPANY							
03/12/2026	105587	IHYDRANT MONITORING	PRJ-001339	600.8002.3480	HYDRANTS - REPAIR	4,200.00	4,200.00
Total CLOW VALVE COMPANY:							4,200.00
COLUMN SOFTWARE PBC							
03/12/2026	105588	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	181.13	181.13
03/12/2026	105588	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	299.46	299.46
03/12/2026	105588	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	67.45	67.45
03/12/2026	105588	GLOBE	YOBKN1MR-	010.5401.2030	DUES & PUBLICATION	33.01	33.01
03/12/2026	105588	GLOBE	YOBKN1MR-	010.5401.2030	DUES & PUBLICATION	43.47	43.47
03/12/2026	105588	GLOBE	YOBKN1MR-	010.5401.2030	DUES & PUBLICATION	28.18	28.18
Total COLUMN SOFTWARE PBC:							652.70
CONSOLIDATED ELECTRICAL DIST							
03/12/2026	105589	PADLOCK WING	1217186	110.2101.4670	STREET LIGHTING	43.49	43.49
03/12/2026	105589	LED BULBS	1218206	110.2101.4670	STREET LIGHTING	1,066.70	1,066.70
03/12/2026	105589	TUBE	1224982	110.2101.4670	STREET LIGHTING	39.56	39.56
03/12/2026	105589	HANDBOOK	1225027	820.9601.3550	SHOP SUPPLIES	300.00	300.00
03/12/2026	105589	ON OFF TOGGLE	1225563	110.2101.4670	STREET LIGHTING	14.07	14.07
Total CONSOLIDATED ELECTRICAL DIST:							1,463.82
CONSOLIDATED ENERGY COMPANY							
03/12/2026	105590	CEMETERY PROPANE 10	3858042	070.4504.3410	THERMOGAS	74.77	74.77
03/12/2026	105590	CEMETERY PROPANE 10	3863695	070.4504.3410	THERMOGAS	74.77	74.77
03/12/2026	105590	CEMETERY PROPANE 10	3863787	070.4504.3410	THERMOGAS	74.77	74.77
03/12/2026	105590	PARKS GAS 87.5 @ \$2.73	3867270	020.4308.3750	FUEL	238.44	238.44
03/12/2026	105590	STREET 324.4 @ \$2.90	3878832	110.2107.3750	FUEL	940.76	940.76
03/12/2026	105590	WASTE WATER PROPAN	3880211	610.8121.2160	GAS & ELECTRICITY	2,019.60	2,019.60
03/12/2026	105590	STREET 650.2 @ \$2.98	3882407	110.2107.3750	FUEL	1,937.60	1,937.60
03/12/2026	105590	WASTE WATER PROPAN	3883770	610.8121.2160	GAS & ELECTRICITY	3,400.00	3,400.00
03/12/2026	105590	STREET 368.6 @ \$2.98	3887979	110.2107.3750	FUEL	1,098.43	1,098.43
03/12/2026	105590	PARKS 84 @ \$2.92	3888006	020.4308.3750	FUEL	250.32	250.32
03/12/2026	105590	PARKS GAS 111.7 @ \$2.8	3888007	020.4308.3750	FUEL	315.55	315.55
03/12/2026	105590	CEMETERY PROPANE 10	3889654	070.4504.3410	THERMOGAS	74.77	74.77
03/12/2026	105590	STREET 225.2 @ \$2.94	3893535	110.2107.3750	FUEL	662.09	662.09
03/12/2026	105590	WASTE WATER PROPAN	3893950	610.8121.2160	GAS & ELECTRICITY	1,264.80	1,264.80
03/12/2026	105590	CEMETERY GAS 403 @ \$	3895633	070.4504.3750	FUEL	1,138.48	1,138.48
03/12/2026	105590	CEMETERY 306.7 @ \$2.9	3895634	070.4504.3750	FUEL	901.70	901.70
03/12/2026	105590	STREET 303.3 @ \$3.57	3906760	110.2107.3750	FUEL	1,082.78	1,082.78
03/12/2026	105590	DISCOUNT	3906760	110.2107.3750	FUEL	15.17-	15.17-
Total CONSOLIDATED ENERGY COMPANY:							15,534.46
CONTROL PRINT							
03/12/2026	105591	BUSINES CARDS-STEVE,	23680	010.6201.3019	OFFICE SUPPLIES	187.50	187.50
Total CONTROL PRINT:							187.50

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CROELL REDI-MIX INC							
03/12/2026	105592	CEMENT	1060097	600.8002.3470	MAINS - REPAIR MATE	324.00	324.00
Total CROELL REDI-MIX INC:							324.00
CULLIGAN MASON CITY							
03/12/2026	105593	SOFTNER RENTAL	394-0542100	610.8121.3070	LABORATORY SUPPLI	104.00	104.00
03/12/2026	105593	WATER DELIVERY	394X050443	010.3900.3990	MISCELLANEOUS EXP	77.10	77.10
Total CULLIGAN MASON CITY:							181.10
D.I.A.L / ELEVATOR SAFETY BUREAU							
03/12/2026	105594	ARENA ELEVATOR OPER	359809	670.8923.3990	MISCELLANEOUS EXP	175.00	175.00
Total D.I.A.L / ELEVATOR SAFETY BUREAU:							175.00
DAHLEY,JUDITH KAY							
03/12/2026	105595	PROF SRVC - TRANSCRI	03032026	010.6204.2740	PROFESSIONAL SERV	216.90	216.90
Total DAHLEY,JUDITH KAY:							216.90
DECKER SPORTING GOODS							
03/12/2026	105596	RECREATION FIRST AID	AAQ028670-	020.4408.3035	OTHER SUPPLIES	336.60	336.60
Total DECKER SPORTING GOODS:							336.60
DELAWARE LLC, THE							
03/12/2026	105597	LEASE PMT 110 N DELA	2026 04	630.8202.2312	PARKING LEASE	14,250.00	14,250.00
Total DELAWARE LLC, THE:							14,250.00
FAREWAY STORE							
03/12/2026	105598	MENTORING: SNACKS	443097	010.3900.3990	MISCELLANEOUS EXP	108.97	108.97
Total FAREWAY STORE:							108.97
FARMCHEM							
03/12/2026	105599	HI-FLOW PUMP AND HOS	477702	020.4304.3110	MAINTENANCE MATER	446.45	446.45
Total FARMCHEM:							446.45
FASTENAL COMPANY							
03/12/2026	105600	HARDWARE	342063	110.2101.4670	STREET LIGHTING	27.03	27.03
03/12/2026	105600	STREET LIGHTS	342279	110.2101.4670	STREET LIGHTING	52.65	52.65
Total FASTENAL COMPANY:							79.68
FIRST CITIZENS NATIONAL BANK							
03/12/2026	105601	EMPLOYEE CONTRIBUTI	2/20/2026	010.1101.3990	MISCELLANEOUS EXP	4,600.00	4,600.00
Total FIRST CITIZENS NATIONAL BANK:							4,600.00
FLOOR TO CEILING							
03/12/2026	105602	CINEMA 5 CARPET-PROD	CG600157	310.7537.4644	SITE IMPROVEMENTS	15,651.40	15,651.40
Total FLOOR TO CEILING:							15,651.40

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FLOYD & LEONARD AUTO ELECTRIC							
03/12/2026	105603	V-BELT	202077	610.8121.2190	REPAIRS AND MAINTENANCE	37.59	37.59
03/12/2026	105603	V-BELT	202090	610.8121.2190	REPAIRS AND MAINTENANCE	23.11	23.11
03/12/2026	105603	FILTER A/C CARTRIDGE	202158	070.4504.3310	TOOLS AND SUPPLIES	23.14	23.14
Total FLOYD & LEONARD AUTO ELECTRIC:							37.62
GLOBE GAZETTE/NORTH IOWA MEDIA GROUP							
03/12/2026	105604	GLOBE GAZ/NORTH IA M	122-6000016	010.6401.2022	ADVERTISING - CIVIL	3,303.51	3,303.51
Total GLOBE GAZETTE/NORTH IOWA MEDIA GROUP:							3,303.51
GORDON FLESCH COMPANY INC							
03/12/2026	105605	CANON COPIER CHARGE	IN15521739	010.5401.2722	COPY CHARGE	124.91	124.91
Total GORDON FLESCH COMPANY INC:							124.91
GRANICUS LLC							
03/12/2026	105606	GRANICUS (SMARTGOV)	Q-501551	010.1911.2720	OFFICE EQUIPMENT M	7,434.61	7,434.61
03/12/2026	105606	GRANICUS (SMARTGOV)	Q-501551	010.1701.2720	OFFICE EQUIPMENT M	7,434.62	7,434.62
03/12/2026	105606	GRANICUS (SMARTGOV)	Q-501551	010.5401.2720	OFFICE EQUIPMENT M	7,434.61	7,434.61
Total GRANICUS LLC:							22,303.84
HARBOR FREIGHT							
03/12/2026	105607	WINCH REPAIR	77E65D10	640.8305.3044	M/E SUPPLIES	209.95	209.95
Total HARBOR FREIGHT:							209.95
HERRMANN, RICHARD							
03/12/2026	105608	MACNIDER ARTS FESTIV	REFUND 36	040.4217.2637	SUMMER ARTS FESTI	90.00	90.00
Total HERRMANN, RICHARD:							90.00
HOME LUMBER & BUILDERS							
03/12/2026	105609	PICNIC TABLE LUMBER	489684	020.4304.3110	MAINTENANCE MATER	39.00	39.00
Total HOME LUMBER & BUILDERS:							39.00
HUBER SUPPLY COMPANY							
03/12/2026	105610	WELD TANK LEASE	3245615	820.9601.3550	SHOP SUPPLIES	117.60	117.60
03/12/2026	105610	WELD TANK LEASE	3245616	020.4304.3110	MAINTENANCE MATER	63.00	63.00
03/12/2026	105610	WELD TANK LEASE	3245617	610.8121.3110	MAINTENANCE MATER	100.80	100.80
03/12/2026	105610	TANK LEASE	3245619	600.8002.3310	TOOLS AND SUPPLIES	25.20	25.20
Total HUBER SUPPLY COMPANY:							306.60
HUGI, JASON							
03/12/2026	105611	FBI LEEDA - PER DIEM	2.22-2.27.20	010.1101.2080	EDUCATION AND TRAI	420.00	420.00
03/12/2026	105611	FBI LEEDA - FUEL	2.22-2.27.20	010.1101.2080	EDUCATION AND TRAI	56.34	56.34
Total HUGI, JASON:							476.34
ILLINOIS CASUALTY COMPANY							
03/12/2026	500233	2026 LIQ LIC LIAB ADULT	LQ1646684	530.4401.3035	OTHER SUPPLIES	86.00	86.00
03/12/2026	500233	2026 LIQ LIC LIAB GOLF	LQ1646684	650.8906.3135	CONCESSION SUPPLI	914.00	914.00

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Total ILLINOIS CASUALTY COMPANY:							1,000.00
IOWA PRISON INDUSTRIES							
03/12/2026	105612	STREET SIGNS	304814	110.2101.4590	STREET SIGNS	3,211.40	3,211.40
03/12/2026	105612	STREET SIGNS	500159	110.2101.4590	STREET SIGNS	241.21	241.21
Total IOWA PRISON INDUSTRIES:							3,452.61
J & J MACHINING WELDING							
03/12/2026	105613	BENT PCS FOR TRAFFIC	89447	110.2103.2360	TRAFFIC SIGNAL REP	10.00	10.00
03/12/2026	105613	STEEL TUBING	89618	600.8002.3310	TOOLS AND SUPPLIES	28.69	28.69
03/12/2026	105613	TRAFFIC SIGNAL HARDW	89630	110.2103.2360	TRAFFIC SIGNAL REP	93.79	93.79
03/12/2026	105613	TRAFFIC SIGN REPAIR	89706	110.2103.2350	TRAFFIC SIGNS REPAI	46.85	46.85
Total J & J MACHINING WELDING:							179.33
J & J MEDICAL							
03/12/2026	105614	AED SUPPLIES- ARENA	26-1502	670.8923.3035	OTHER SUPPLIES	15.00	15.00
Total J & J MEDICAL:							15.00
JCL SOLUTIONS - JANITOR'S CLOSET							
03/12/2026	105615	SB MALL JANITORIAL	2029599	680.7537.3090	BUILDING SUPPLIES	64.19	64.19
Total JCL SOLUTIONS - JANITOR'S CLOSET:							64.19
JOHNSON SIGN SERVICE							
03/12/2026	105616	OFFICE SUPPLIES	106683	010.6101.3035	OTHER SUPPLIES	15.00	15.00
Total JOHNSON SIGN SERVICE:							15.00
KANN MANUFACTURING CORP							
03/12/2026	105617	TOP SEAL	2601100	110.2107.3044	M/E SUPPLIES	287.16	287.16
Total KANN MANUFACTURING CORP:							287.16
KID POWER PEDAL TRACTOR PULLS LLC							
03/12/2026	105618	CANNONBALL DAYS 2026	CANNONBA	020.4304.4680	OTHER IMPROVEMEN	410.00	410.00
Total KID POWER PEDAL TRACTOR PULLS LLC:							410.00
KLATT, DAVID							
03/12/2026	105619	MAILBOX	02202026	110.2115.3990	MISCELLANEOUS EXP	50.00	50.00
Total KLATT, DAVID:							50.00
KLEMAS,STEVE							
03/12/2026	105620	FILTER FOR SOG VEHICL	XA30023549	010.1102.2140	M/E REPAIRS	178.46	178.46
Total KLEMAS,STEVE:							178.46
KRONOS SAASHR INC							
03/12/2026	105621	UKG	I1008004841	010.6401.2311	EQUIPMENT RENTAL	212.28	212.28
03/12/2026	105621	UKG	I1008004841	110.2105.2311	EQUIPMENT RENTAL	849.10	849.10
03/12/2026	105621	UKG	I1008004841	600.8011.2311	EQUIPMENT RENTAL	849.10	849.10
03/12/2026	105621	UKG	I1008004841	610.8121.2311	EQUIPMENT RENTAL	849.10	849.10

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
03/12/2026	105621	UKG	11008004841	640.8305.2311	EQUIPMENT RENTAL	849.10	849.10
03/12/2026	105621	UKG	11008004841	010.6201.2311	EQUIPMENT RENTAL	636.82	636.82
Total KRONOS SAASHR INC:							4,245.50
LANDFILL OF NORTH IOWA							
03/12/2026	105622	LANDFILL	38898	640.8301.2570	LANDFILL USE CHARG	15,526.68	15,526.68
03/12/2026	105622	HIGHLAND LANDFILL EX	38904	650.8906.3990	MISCELLANEOUS EXP	94.24	94.24
03/12/2026	105622	LANDFILL DEMO	38908	640.8301.2570	LANDFILL USE CHARG	695.54	695.54
03/12/2026	105622	LANDFILL WASTE	4115	110.2109.2190	REPAIRS AND MAINT	90.87	90.87
03/12/2026	105622	LANDFILL	4116	640.8301.2570	LANDFILL USE CHARG	539.65	539.65
Total LANDFILL OF NORTH IOWA:							16,946.98
MAHONEY, MARLENE							
03/12/2026	105623	MAILBOX REPLACE	1114 CREST	110.2115.3990	MISCELLANEOUS EXP	50.00	50.00
Total MAHONEY, MARLENE:							50.00
MAIN STREET MASON CITY							
03/12/2026	105624	2026 02 ALLOCATION	FY26-02	120.6900.5180	TOURISM GRANT	3,541.00	3,541.00
Total MAIN STREET MASON CITY:							3,541.00
MARTIN BROS DISTRIBUTING							
03/12/2026	105625	CONCESSIONS - HIGHLA	2476468	650.8906.3135	CONCESSION SUPPLI	376.75	376.75
03/12/2026	105625	CONCESSIONS - HIGHLA	2476469	650.8906.3135	CONCESSION SUPPLI	376.75	376.75
03/12/2026	105625	CONCESSIONS - HIGHLA	2531246	650.8906.3135	CONCESSION SUPPLI	361.06	361.06
03/12/2026	105625	CONCESSIONS - HIGHLA	2531247	650.8906.3135	CONCESSION SUPPLI	23.99	23.99
Total MARTIN BROS DISTRIBUTING:							385.05
MASON CITY PUBLIC UTILITIES							
03/12/2026	105626	UTILITIES-HIGHLAND	348-5670-18	650.8904.3110	MAINTENANCE MATER	525.72	525.72
Total MASON CITY PUBLIC UTILITIES:							525.72
MCMASTER-CARR SUPPLY							
03/12/2026	105627	SWITCH	60750061	610.8121.2190	REPAIRS AND MAINT	25.22	25.22
Total MCMASTER-CARR SUPPLY:							25.22
MECHANICAL AIR SYSTEMS							
03/12/2026	105628	ARENA HVAC REPAIR	SD3352	670.8923.2150	BUILDING REPAIRS AN	1,351.25	1,351.25
03/12/2026	105628	ARENA HVAC REPAIR	SD3410	670.8923.2150	BUILDING REPAIRS AN	2,583.50	2,583.50
Total MECHANICAL AIR SYSTEMS:							3,934.75
MEDLIN, JAMEY							
03/12/2026	105629	2026 IOWA IAAI CHAPTE	46	010.1501.2030	DUES & PUBLICATION	50.00	50.00
Total MEDLIN, JAMEY:							50.00
MENARDS							
03/12/2026	105630	SHOP WATER FITTINGS	48961	600.8002.2190	REPAIRS AND MAINT	63.91	63.91
03/12/2026	105630	CARPENTRY SUPPLIES	49841	600.8002.2190	REPAIRS AND MAINT	74.92	74.92
03/12/2026	105630	PLUMBING SUPPLIES	49985	610.8121.2190	REPAIRS AND MAINT	11.99	11.99

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
03/12/2026	105630	HYDRANT REPAIR KIT	50040	020.4304.3110	MAINTENANCE MATER	20.59	20.59
03/12/2026	105630	M/E SUPPLIES-TRAFFIC	50183	010.2404.3044	M/E SUPPLIES	16.98	16.98
03/12/2026	105630	TAPE MEASURES	50305	600.8042.3590	MATERIAL	47.94	47.94
03/12/2026	105630	TWO WHEEL CART	50305	600.8002.3310	TOOLS AND SUPPLIES	74.99	74.99
03/12/2026	105630	MENARDS - INVOICE 503	50328 03042	010.6401.3990	MISCELLANEOUS EXP	97.43	97.43
03/12/2026	105630	SB MALL SUPPLIES	50611	680.7537.3090	BUILDING SUPPLIES	16.39	16.39
03/12/2026	105630	SB MALL SUPPLIES	50713	680.7537.3090	BUILDING SUPPLIES	35.84	35.84
Total MENARDS:							460.98
MERCYONE MASON CITY							
03/12/2026	105631	IRF15-AMB REFUND	MAS-200426	660.1507.5510	REFUND	497.85	497.85
Total MERCYONE MASON CITY:							497.85
MICHAEL TODD INDUSTRIAL SUPPLY							
03/12/2026	105632	STREET SIGN HOLDER	222868	110.2101.4590	STREET SIGNS	607.00	607.00
03/12/2026	105632	STREET SIGN HOLDER	222878	110.2101.4590	STREET SIGNS	222.04	222.04
03/12/2026	105632	TRAFFIC SIGNS-HOLDER	222951	110.2101.4590	STREET SIGNS	2,350.00	2,350.00
Total MICHAEL TODD INDUSTRIAL SUPPLY:							3,179.04
MICROBAC LABORATORIES INC							
03/12/2026	105633	SAMPLES	NT2601624	600.8001.3990	MISCELLANEOUS EXP	92.50	92.50
03/12/2026	105633	SAMPLES	NT2601625	600.8001.3990	MISCELLANEOUS EXP	92.50	92.50
Total MICROBAC LABORATORIES INC:							185.00
NAPA AUTO PARTS							
03/12/2026	105634	TOOL	478143	110.2115.3310	TOOLS AND SUPPLIES	6.98	6.98
03/12/2026	105634	HARDWARE	478150	110.2101.4670	STREET LIGHTING	46.98	46.98
03/12/2026	105634	OIL / AIR FILTERS	478355	110.2107.3044	M/E SUPPLIES	474.38	474.38
03/12/2026	105634	OIL FILTERS	478385	110.2107.3044	M/E SUPPLIES	13.44	13.44
03/12/2026	105634	CREDIT OIL FILTER	478546	110.2107.3044	M/E SUPPLIES	7.35-	7.35-
03/12/2026	105634	LIGHTS	478851	110.2107.3044	M/E SUPPLIES	13.02	13.02
03/12/2026	105634	AIR FILTER	478852	640.8305.3044	M/E SUPPLIES	66.78	66.78
Total NAPA AUTO PARTS:							614.23
NASSCO INC							
03/12/2026	105635	HAND SOAP	6673916	600.8042.3590	MATERIAL	44.52	44.52
Total NASSCO INC:							44.52
NELSON SEPTIC SERVICES LLC							
03/12/2026	105636	PORTABLE TOILET RENT	13957	020.4304.2740	PROFESSIONAL SERV	790.00	790.00
Total NELSON SEPTIC SERVICES LLC:							790.00
NORTH CENTRAL INTERNATIONAL							
03/12/2026	105637	SHOCKS	X223022142:	600.8012.3044	M/E SUPPLIES	89.70	89.70
03/12/2026	105637	FUEL FILTER	X223022290:	110.2107.3044	M/E SUPPLIES	18.78	18.78
Total NORTH CENTRAL INTERNATIONAL:							108.48
NORTH IOWA CHRISTIAN SCHOOL INC							
03/12/2026	105638	GYM RENTAL	JAN FEB MA	020.4408.2470	CUSTODIAN EXPENSE	2,850.00	2,850.00

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total NORTH IOWA CHRISTIAN SCHOOL INC:							2,850.00
NORTH IOWA CORRIDOR EDC							
03/12/2026	105639	Q3 FY 26 ALLOCATION	2026-005	130.7519.2910	GRANT PAYMENTS	47,500.00	47,500.00
Total NORTH IOWA CORRIDOR EDC:							47,500.00
PEDERSEN, AMBER R							
03/12/2026	105640	OVERPAYMENT: 721 1/2	240-0160-16	600.8011.5510	REFUND	14.23	14.23
03/12/2026	105640	OVERPAYMENT: 721 1/2	240-0160-16	610.8121.5510	REFUND	10.24	10.24
Total PEDERSEN, AMBER R:							24.47
PITTSBURGH PAINTS CO							
03/12/2026	105641	PAINT	9832200062	600.8012.3044	M/E SUPPLIES	81.67	81.67
03/12/2026	105641	PICNIC TABLE PAINT	9832200062	020.4304.3110	MAINTENANCE MATER	49.30	49.30
Total PITTSBURGH PAINTS CO:							130.97
PLUNKETTS PEST CONTROL INC							
03/12/2026	105642	SB-PEST CONTROL-MAR	10398598	680.7537.2150	BUILDING REPAIRS AN	118.04	118.04
Total PLUNKETTS PEST CONTROL INC:							118.04
PMI PROS INC							
03/12/2026	105643	SB MALL WEBSITE 04/03	18106	680.7537.3990	MISCELLANEOUS EXP	59.00	59.00
Total PMI PROS INC:							59.00
POSTMASTER							
03/12/2026	105644	PI PERMIT #35	3/6/2026	600.8011.2300	POSTAGE	5,000.00	5,000.00
Total POSTMASTER:							5,000.00
REAPER TREE SERVICE							
03/12/2026	105645	TREE REMOVAL- 904 1ST	02232026	015.5401.4010	CAPITAL OUTLAY	6,300.00	6,300.00
Total REAPER TREE SERVICE:							6,300.00
RIVER CITY AUTO SUPPLY							
03/12/2026	105646	LEAF SPRINGS	530101	110.2107.3044	M/E SUPPLIES	418.38	418.38
03/12/2026	105646	SHACKLE	530115	110.2107.3044	M/E SUPPLIES	135.49	135.49
03/12/2026	105646	WIPER BLADES	949863	610.8121.3044	M/E SUPPLIES	28.95	28.95
03/12/2026	105646	CREDIT ROTOR	950522	110.2107.3044	M/E SUPPLIES	257.94-	257.94-
03/12/2026	105646	BATTERY REPLACEMEN	950837	010.2601.2090	EQUIPMENT MAINTEN	159.27	159.27
03/12/2026	105646	BATTERY REPLACEMEN	950838	010.2601.2090	EQUIPMENT MAINTEN	159.27-	159.27-
03/12/2026	105646	AIR FILTER	950890	610.8121.3044	M/E SUPPLIES	16.66	16.66
03/12/2026	105646	AIR FILTER	951011	610.8121.3044	M/E SUPPLIES	16.66	16.66
03/12/2026	105646	AIR FILTER	951012	110.2107.3044	M/E SUPPLIES	16.66	16.66
03/12/2026	105646	NUTS	951086	110.2107.3044	M/E SUPPLIES	19.36	19.36
Total RIVER CITY AUTO SUPPLY:							394.22
ROTO-ROOTER							
03/12/2026	105647	RECREATION DRAIN REP	50778	020.4401.2740	PROFESSIONAL SERV	150.00	150.00

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total ROTO-ROOTER:							150.00
RSM US LLP							
03/12/2026	105648	MCI-MITS MONTHLY FEE	CI-11365100	015.6900.4060	OFFICE EQUIPMENT	6,811.30	6,811.30
03/12/2026	105648	MCI-MITS T&M/OOS SER	CI-11373464	015.6900.4060	OFFICE EQUIPMENT	11,347.61	11,347.61
Total RSM US LLP:							18,158.91
RSM US PRODUCT SALES LLC							
03/12/2026	105649	AVEPOINT CLOUD BACK	CI-11357697	015.6900.4060	OFFICE EQUIPMENT	786.00	786.00
03/12/2026	105649	CISCO WIRELESS 9172I	CI-11374148	015.6900.4060	OFFICE EQUIPMENT	4,453.68	4,453.68
03/12/2026	105649	AVEPOINT CLOUD BACK	CI-11375401	015.6900.4060	OFFICE EQUIPMENT	795.00	795.00
Total RSM US PRODUCT SALES LLC:							6,034.68
SALVATION ARMY							
03/12/2026	105650	GYM RENTAL	FEBRUARY	020.4408.2470	CUSTODIAN EXPENSE	1,655.00	1,655.00
Total SALVATION ARMY:							1,655.00
SCOTT CARLSON CONSULTING & APPRAISAL LLC							
03/12/2026	105651	EHAP TRAINING	03022026	110.2101.4860	TREES	1,642.33	1,642.33
Total SCOTT CARLSON CONSULTING & APPRAISAL LLC:							1,642.33
SCS ENGINEERS, AR DEPT							
03/12/2026	105652	AUTOMATED COLLECTIO	568744	640.8305.2740	PROFESSIONAL SERV	7,648.50	7,648.50
Total SCS ENGINEERS, AR DEPT:							7,648.50
SHORT ELLIOTT HENDRICKSON INC							
03/12/2026	105653	PROFESASIONAL SERVI	504646	320.2101.4585	RPA FUNDED PROJEC	4,632.47	4,632.47
Total SHORT ELLIOTT HENDRICKSON INC:							4,632.47
STELLAR TRUCK & TRAILER							
03/12/2026	105654	NYLON SLEEVING	53776	820.9601.3550	SHOP SUPPLIES	510.00	510.00
Total STELLAR TRUCK & TRAILER:							510.00
TINYMOBILEROBOTS US LLC							
03/12/2026	105655	FIELD PAINTER	2130 THIRD I	535.4401.3035	OTHER SUPPLIES	7,317.00	7,317.00
Total TINYMOBILEROBOTS US LLC:							7,317.00
TOTAL FILTRATION SERVICES INC							
03/12/2026	105656	FILETERS	2860051-00	600.8001.3175	FILTERS	13,722.89	13,722.89
TOTAL FILTRATION SERVICES INC:							13,722.89
TRAFFIC CONTROL CORPORATION							
03/12/2026	105657	BREAKAWAY TRANSFOR	163818	110.2101.4600	TRAFFIC SIGNALS	5,000.00	5,000.00
Total TRAFFIC CONTROL CORPORATION:							5,000.00

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
TREVIPIAY							
03/12/2026	105658	ARENA RESTROOM MAI	01370B16	670.8923.2150	BUILDING REPAIRS AN	15.95	15.95
03/12/2026	105658	RECREATION SPRING B	32263AD9	020.4408.3035	OTHER SUPPLIES	213.40	213.40
03/12/2026	105658	CLASSROOM SUPPLY	C671B1F1	040.4215.3019	OFFICE SUPPLIES	31.73	31.73
Total TREVIPIAY:							261.08
TRUCK CENTER COMPANIES							
03/12/2026	105659	PLUG AND WASHER SEA	XA30023553	110.2107.3044	M/E SUPPLIES	61.94	61.94
Total TRUCK CENTER COMPANIES:							61.94
ULINE							
03/12/2026	105660	HIGHLAND MOWER SUP	202852239	650.8904.3110	MAINTENANCE MATER	144.64	144.64
Total ULINE:							144.64
VESTIS							
03/12/2026	105661	UNIFORMS & SHOP TOW	6340531480	820.9601.3550	SHOP SUPPLIES	112.40	112.40
03/12/2026	105661	UNIFORMS	6340531481	600.8012.2410	UNIFORM RENTAL	102.18	102.18
03/12/2026	105661	UNIFORMS & MATS	6340531938	610.8121.3060	SUPPLIES & LAUNDRY	212.80	212.80
03/12/2026	105661	RUGS	6340532543	010.2601.2740	PROFESSIONAL SERV	51.60	51.60
03/12/2026	105661	UNIFORMS	6340534138	110.2105.3060	SUPPLIES & LAUNDRY	117.67	117.67
03/12/2026	105661	UNIFORMS	6340534139	600.8012.2410	UNIFORM RENTAL	112.40	112.40
03/12/2026	105661	UNIFORMS	6340534140	600.8012.2410	UNIFORM RENTAL	102.18	102.18
03/12/2026	105661	UNIFORMS	6340534141	640.8305.2410	UNIFORM RENTAL	105.68	105.68
03/12/2026	105661	UNIFORMS	6340534586	600.8001.3060	SUPPLIES & LAUNDRY	172.86	172.86
Total VESTIS:							1,089.77
VISIT MASON CITY							
03/12/2026	105662	2026 02 ALLOCATION	FY2026-13	120.6900.5180	TOURISM GRANT	12,445.47	12,445.47
Total VISIT MASON CITY:							12,445.47
WALLACE HOLLAND KASTLER							
03/12/2026	105663	PROFESSIONAL SERVIC	57077	310.7537.4644	SITE IMPROVEMENTS	2,940.00	2,940.00
03/12/2026	105663	PROFESSIONAL SERVIC	57081	320.2101.4580	STREET REHAB PROG	7,046.40	7,046.40
Total WALLACE HOLLAND KASTLER:							9,986.40
WASTE MANAGEMENT							
03/12/2026	105664	DUMPSTER RENTAL	6768335-051	020.4306.2150	BUILDING REPAIRS AN	93.26	93.26
Total WASTE MANAGEMENT:							93.26
ZIEGLER							
03/12/2026	105665	FILTERS	IN002314259	110.2107.3044	M/E SUPPLIES	259.51	259.51
Total ZIEGLER:							259.51
Grand Totals:							521,075.09

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

Dated: _____

Approved by: _____



**CLERK
DEPARTMENT**

Memorandum

To: Mayor and Council
From: City Administrator
Date: March 17, 2026
RE: Permits

Recommendation:

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

Prime & Wine
3000 4th Street SW

Class C Retail, Catering, Outdoor Service

Target
3450 4th Street SW

Class E Retail

Godfathers
17063 4th Street SE

Class C Retail

Mason City Motor Speedway
3700 4th Street Southwest

Special Class C Retail, Outdoor Service

Northside Liquor
1303 N. Federal

Class E Retail

Council Action Requested:

Approve recommendation.

/s/Aaron Burnett

Reviewed and Recommend Approval



MAYOR

Memorandum

To: Council
From: John P. Lee, Mayor
Date: March 17, 2026
RE: Appointment to Boards and Commissions

The council is asked to confirm the following individuals to the appropriate boards and commissions.

<u>Name</u>	<u>Board or Commission</u>	<u>Reappt./New</u>	<u>Term</u>
Rugby Sliger (TFV Jeffery Hines)	ZBA	New	2029

/s/John P. Lee
Reviewed and Recommend Approval

Application for Boards and Commissions Form:

Response Details:

Date Submitted	11/15/2025 12:07 PM
Name (First, Middle, Last):	Rugby Chase Sliger
Address:	4 Briarstone Court
Home Phone:	6414303817
Business Phone:	
Email Address:	rugby_sliger@yahoo.com
Occupation:	Public works
Education:	enrolled in devry college for IT
Why do you want to serve on a Mason City Board or Commission?	I want to serve because Mason City needs more young, working-class voices involved in decision-making. I believe it's important that people who are raising families here, working here, and planning to build their future here are represented. I want to be part of strengthening that bridge between local government and the next generation of community leaders.
List organizations you have participated. Include offices and position	River City Rugby Football Club – Mason City, IA Treasurer (Past) President (Current) Rockford Youth Softball & Baseball – Rockford, IA President (Past)
Please place a check next to the Mason City boards and commissions on which you would be willing to	☐ Airport Commission (6 year term starting November 1) ☐ Airport Zoning Commission (6 year term starting November 1) ☐ Civil Service Commission (4 year term starting April 1) ☐ Planning & Zoning Commission (5 year term starting April 1) ☐ Youth Task Force ☐ Zoning Board of Adjustment (5 year term starting April 1)

**ENGINEERING/
WATER SUPPLY
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Interim Director
Date: March 12, 2026
RE: Hire of Riley Bonzer for Water Supply Swing Worker Position

Recommendation:

We recommend approval of the hire of Riley Bonzer for the position of Water Supply Swing Worker in the Engineering/Water Supply Department at the March 17, 2026 City Council meeting.

Review:

Following the transfer of Steve Kopp to a Water Supply Operator position, we evaluated his previous position in Meter Utility and came up with a revised job classification for a Water Supply Swing Worker. This position will work in Meter Utility, Customer Service, and the Water Supply Plant as needed. A panel including HR Analyst Tiffany Hammond, Assistant Water Superintendent Joe Gaubatz, Customer Service Foreman Matt Litterer, Data Processing Specialist Kristi Taylor, and I conducted 6 interviews for this position based on qualified applicants from the Civil Service list. Based on this process, we recommend the hire of Riley Bonzer for the position. We look forward to having Riley on board.

Budget Impact:

The position is currently budgeted. It is recommended that the selected candidate be hired at the entry-level rate of \$30.22/hour under the AFSCME collective bargaining agreement.

Council Action Requested:

Approve hire of Riley Bonzer for the position of Water Supply Swing Worker at the rate of \$30.22/hour.

Attachments:
None.



Brent Hinson, Interim Director



Reviewed and Recommend Approval

**CLERK
DEPARTMENT**

Memorandum

To: Mayor and Council
From: City Administrator
Date: March 17, 2026
RE: Certify EAB tree removals

Recommendation:

The City Council approved the creation of the Private Dead and Diseased Tree Program in July 2025 to assist property owners in financing the removals through a special assessment to taxes. 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.

Budget Impact:

None.

Council Action Requested:

Adopt Resolution.

/s/Aaron Burnett

Reviewed and Recommend Approval

RESOLUTION NO. 26 -

A RESOLUTION LEVYING SPECIAL ASSESSMENT FOR TREE REMOVAL CHARGES ON CERTAIN PROPERTIES AND THE CERTIFICATION OF SAME TO THE COUNTY TREASURER FOR COLLECTION WITH PROPERTY TAXES WITHIN THE CITY OF MASON CITY, IOWA

WHEREAS, considerable efforts have been made to address dead or diseased trees on public property in light of the Emerald Ash Borer, and

WHEREAS, a program to assist property owners in financing the costs of the removals through a special assessment to taxes mechanism had been approved (Resolution No. 25-116), and

WHEREAS, the following invoices should be certified to the Cerro Gordo County Treasurer for collection:

Billed For	Number/Date Of Invoice	Owner & Address	Parcel Number	Charges
Special Assessment 10 Yr Tree Program	3/3/2026 22266	Elisa N Tegtmeier 904 1st St SE Mason City, IA 50401	71027800600	\$6,300.00
Special Assessment 10 Yr Tree Program	3/3/2026 22265	Sandra Kay Burd Michelle Lynn Funk 205 29th St SW Mason City, IA 50401	72120901000	\$2,000.00

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

Section 1: That there is hereby levied a special assessment against the property listed below for charges in the amount listed on the invoice rendered:

Section 2: That the City Clerk be and is hereby directed to certify to the County Treasurer a copy of this Resolution listing the properties and the amounts charged for said fees, to be placed upon the tax rolls for collection.

PASSED AND APPROVED this 17th day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



**DEVELOPMENT
SERVICES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Dylan Schulte, Transit Operations & Safety Manager
Through: Steven J. Van Steenhuyse, Development Services Director *JS*
Date: March 4, 2026
RE: Setting Public Hearing for FY27 Consolidated State and Federal Transit Administration Assistance Funding Application

Recommendation:

I respectfully recommend that Council adopt the resolution ordering a public hearing to be held on April 21, 2026 for the FY27 Consolidated State and Federal Transit Administration Assistance Funding Application.

Review:

Each year the City must submit a Transit Assistance Application to the Iowa Department of Transportation, Public Transit Bureau. This year's application includes the following request for funds:

Operating Grants:	
Federal Section 5311: (estimate)	\$932,084
State Funds: (estimate)	<u>\$333,814</u>
TOTAL	\$1,265,898

Budget Impact:

Operations

The Federal Section 5311 grant is a dollar-for-dollar grant with the City matching up to 100% of the grant or \$932,084 (estimated). The funds for the Federal Section 5311 grant are included in the Operations portion of the FY27 transit budget.

The state revenues are estimated by the Iowa DOT and are derived from a dedicated portion (1/20th) of the first four cents of the use tax on the sale of motor vehicles and accessory equipment. Mason City is eligible to receive 1.69% or \$333,814 (estimated) of these state formula funds.

Council Action Requested:

I respectfully recommend that Council adopt the resolution ordering a public hearing to be held on April 21, 2026 for the FY27 Consolidated State and Federal Transit Administration Assistance Funding Application.

Attachments:

N/A



Dylan Schulte, Transit Operations & Safety Manager



Reviewed and Recommend Approval

RESOLUTION NO. 26 –

A RESOLUTION APPROVING PUBLICATION OF NOTICE OF HEARING UPON A CONSOLIDATED APPLICATION FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE GRANT FOR NON-URBANIZED AREAS AND STATE OPERATING ASSISTANCE FUNDS FOR TRANSPORTATION AND AUTHORIZING THE SUBMISSION OF THE APPLICATION, SETTING TIME AND PLACE OF PUBLIC HEARING; PRESCRIBING FORM OF NOTICE TO BE GIVEN AND DIRECTING CLERK TO CAUSE PUBLICATION OF SAID NOTICE

WHEREAS, the City of Mason City, Iowa, has been involved in the operation of a public transit system, and

WHEREAS, the City of Mason City proposes to use Federal Transit Administration funds for operating assistance and wishes to submit an application for said assistance to the Federal Transit Administration, and

WHEREAS, it is necessary and desirable to hold a public hearing on Transit Assistance Programs, budget and applications for said assistance;

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

Section 1: That a public hearing on the proposed applications, budget and programs for the Federal Transit Administration and Iowa Department of Transportation funds shall be held in the Mason City Room of the Mason City Public Library, Mason City, Iowa, at 7:00 o'clock P.M. on the 21st day of April, 2026, at which time and place all interested persons may appear and be heard on matters relative to the proposed Federal Transit Administration assistance.

Section 2: That publication of a notice of public hearing upon the proposed applications in the Globe-Gazette, a newspaper published in the City of Mason City and having general circulation in the area of operation of the City of Mason City, Iowa, is approved, said notice stating that the City Council, on the 21st day of April, 2026, will hold a public hearing upon the proposed applications, said notice containing the following information and in the following form:

Notice of Public Hearing

Notice is hereby given that in the Mason City Room of the Mason City Public Library, in the City of Mason City, Iowa, on the 21st day of April, 2026, at 7:00pm, the City Council will hold a public hearing upon the proposed State Transit Assistance, the proposed budget and application

for assistance thereunder. State Transit Assistance Formula projections for Mason City Transit are 1.69% of the formula funds, estimated to be approximately \$333,814 (estimated).

Notice is also hereby given that a hearing will also be held on the above date on the proposed Federal Transit Administration Assistance Program and the projected budget which included Federal Section 5311, estimated to be approximately \$932,084 (estimated) (the City matches the grant dollar for dollar), and State Funds (estimate) \$333,814..

A copy of said application and program will be on file in the office of the City Clerk, of the City of Mason City, Iowa. The purpose of such public hearing being to permit all interested persons to appear and be heard relative to the proposed State Transit Assistance Program.

This notice is given by the authority of the Council of the City of Mason City, Iowa, on the 17th day of March, 2026.

In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the City Clerk's Office of the City of Mason City, upon 48-hours notice, will make reasonable accommodations for persons with special needs. Please call (641) 424-7102 if you need assistance.

PASSED AND APPROVED this 17th day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



**FINANCE
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Finance Director
Date: March 11, 2026
RE: 2026 G.O. Bonding- Set Hearing on LOSST Bond- Golf/Arena

Recommendation:

The City Council is asked to consider setting a hearing on the issuance of \$1.5M in Local Option Sales & Service Tax (LOSST) bonds for April 7, 2026.

Review:

As discussed in the FY27 budget process, the City plans to bond against its Local Option Sales & Service Tax (LOSST) to facilitate improvements including irrigation system replacement at Highland Golf Course and purchase of equipment for the Mason City Arena. The proposed LOSST bond issuance is not-to-exceed \$1.5 Million.

Approval of this item will put us on track for an April 7 hearing and allow for this amount to be included in the City's issuance process, which envisions an August bond sale and September receipt of funds.

Budget Impact:

This proposed issuance is in line with plans discussed and approved in the FY27-FY31 Capital Improvements Plan and FY27 Budget.

Council Action Requested:

Set a public hearing for April 7, 2026 on the issuance of \$1.5M in General Obligation LOSST bonds.

Attachments:

Proposed Resolution.



Brent Hinson, Finance Director



Reviewed and Recommend Approval

RESOLUTION NO. 26 -

RESOLUTION TO FIX A DATE OF MEETING AT WHICH IT IS PROPOSED
TO TAKE ACTION FOR THE ISSUANCE OF NOT TO EXCEED \$1,500,000
GENERAL OBLIGATION LOCAL OPTION SALES TAX BONDS

WHEREAS, pursuant to Chapter 423B of the Code of Iowa, an election duly held in accordance therewith on September 13, 2022, and an ordinance adopted by the Board of Supervisors of Cerro Gordo County, the City of Mason City, Iowa (the "City"), is authorized to receive proceeds of a local option sales and services tax imposed in accordance with Chapter 423B (the "Local Option Tax"); and

WHEREAS, ten percent of the revenues from the Local Option Tax to be received by the City (the "Local Option Tax Revenues") are authorized to be used for specified purposes, including undertaking recreation projects, and such revenues are available and have not yet been pledged to the payment of revenue bonds; and

WHEREAS, the City intends to undertake certain recreation projects, including municipal golf course irrigation improvements and municipal arena improvements and equipment acquisition (the "Projects"); and

WHEREAS, in order to make the Local Option Tax Revenues immediately available to finance the Projects the City, pursuant to Section 423B.9(4) of the Code of Iowa intends to issue revenue bonds and to make additional security available for such bonds in the form of a supplemental debt service property tax levy; and

WHEREAS, the City now proposes to issue General Obligation Local Option Sales Tax Bonds (the "Bonds") in a principal amount not to exceed \$1,500,000 for the purpose of paying costs of undertaking the Projects, and, pursuant to law, the City must institute proceedings to issue the Bonds by causing a notice of such proposal to be published, including notice of the right to petition for an election;

NOW, THEREFORE, It Is Resolved by the Council of the City of Mason City, Iowa, as follows:

Section 1. This Council shall meet on the April 7, 2026, at the Mason City Public Library, in the City, at 7:00 o'clock p.m., at which time and place proceedings will be instituted and action taken for the issuance of the Bonds.

Section 2. The City Clerk is hereby directed to give notice of the proposed action for the issuance of the Bonds setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, and not less than 10 nor more than 20 days before the date of said meeting, in a legal newspaper published at least once weekly, and of general circulation in the City. The notice shall be in substantially the following form:

**NOTICE OF PROPOSED ACTION TO INSTITUTE PROCEEDINGS FOR
THE ISSUANCE OF NOT TO EXCEED \$1,500,000 GENERAL OBLIGATION
LOCAL OPTION SALES TAX BONDS**

The City Council of the City of Mason City, Iowa, will meet on the April 7, 2026, at the Mason City Room of the Mason City Public Library, in the City, at 7:00 o'clock p.m., for the purpose of instituting proceedings and taking action for the issuance of not to exceed \$1,500,000 General Obligation Local Option Sales Tax Bonds (the "Bonds") for the purpose of paying the cost, to that extent, of undertaking recreation projects, including municipal golf course irrigation improvements and municipal arena improvements and equipment acquisition.

The Bonds are proposed to be issued under the authority of Section 423B.9(4) of the Code of Iowa, will be secured by Local Option Sales Tax Revenues and will constitute general obligations of the City. The maximum rate of interest which the Bonds may bear is 7% per annum.

At any time before the date fixed for taking action for the issuance of the Bonds, a petition may be filed with the Clerk of the City asking that the question of issuing the Bonds be submitted to the registered voters of the City.

By order of the Council of Mason City, Iowa, pursuant to Chapter 423B of the Code of Iowa.

Aaron Burnett
City Clerk

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Projects which are reasonably estimated to cost approximately \$1,500,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of \$100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Projects have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved March 17, 2026.

Mayor

Attest:

City Clerk



**ENGINEERING/
WATER SUPPLY
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Interim Director
Date: March 11, 2026
RE: 2026 Downtown Pedestrian Ramp Project- Set Hearing & Bid Date

Recommendation:

We recommend the City Council set a public hearing date on plans, specifications, form of contract, and estimate of cost and authorizes the publication of a notice to bidders for the Downtown Pedestrian Ramp Compliance Program.

Review:

The Mason City Engineering Department has completed plans and specifications for the Downtown Pedestrian Ramp Compliance Program. The City Council's approval is requested to set a public hearing date on plans, specifications, form of contract, and estimate of cost and to publish a notice to bidders. Bids are proposed to be received on April 7 at 2PM and will then be considered following the public hearing and adoption of the plans and specifications resolution at the regular meeting on April 21, 2026.

The program is currently planned for completion over a five-year period, this being the third year of the program. The intent of the program is to assure uniform ADA compliance, with a focus on all pedestrian ramps in the immediate Mason City downtown core region.

The general extent of the work involved is to remove and replace PCC pavement, curb and gutter, sidewalk, install detectable warning panels, adjust water valve road boxes, and incidentals at various locations within the City of Mason City.

Budget Impact:

The Engineers Opinion of Probable Cost is \$93,261.50. The project is budget in the Capital Improvements Program for FY27. The identified source is Road Use Tax Funds.

Council Action Requested:

We respectfully request the City Council set a hearing date on plans, specifications, form of contract, and estimate of cost for the Downtown Pedestrian Ramp Compliance Program for April 21, 2026 at 7PM, and authorize a notice to bidders.

Attachments:

Notice of Hearing and Letting to Bidders

Engineer's Opinion of Probable Cost

Map of Project Locations



Brent Hinson, Interim Director



Reviewed and Recommend Approval

NOTICE OF HEARING AND LETTING TO BIDDERS
DOWNTOWN PEDESTRIAN RAMP COMPLIANCE PROGRAM

PROJECT NO. 26-1003

MASON CITY, IOWA

Public notice is hereby given that sealed proposals will be received by the City of Mason City, Iowa, at the office of the City Clerk, City Hall, 10 1st Street NW, Mason City, IA 50401, until 2:00 p.m. CDT, on the 7th day of April, 2026 for furnishing materials and labor for the Downtown Pedestrian Ramp Compliance Program in said City, as described in plans and specifications therefore now on file in the office of the City Clerk. Proposals will be acted upon by the City Council at a meeting to be held in the Mason City Room, Mason City Public Library, 225 2nd Street SE, Mason City, Iowa, beginning at 7:00 p.m., on the 21st day of April 2026.

At said time and place, a public hearing will also be held on the 21st day of April 2026 for proposed plans, specifications, and proposed form of the contract for said Downtown Pedestrian Ramp Compliance Program, and at said hearing, any interested person may appear and file objections thereto or to the cost of said improvements.

Please check the posted agenda in advance of the April 21, 2026 meeting for any updates to the manner in which the public may access the hearing.

The general extent of the work involved is to remove and replace PCC pavement, curb and gutter, sidewalk, install detectable warning panels, adjust water valve road boxes, and incidentals at various locations within the City of Mason City.

The kinds of materials proposed to be used and the approximate amounts are as set out in these specifications, the "Special Provisions", and the "Price Schedule", which by this reference are made a part of this proposal.

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>
1.	Full Depth Saw Cut	LF	495
2.	2' PCC Curb and Gutter	LF	137
3.	2' PCC Curb and Gutter, Remove and Replace	LF	166
4.	Removal of Sidewalk	SY	254
5.	Sidewalk, PCC, 4"	SY	154
6.	PCC Sidewalk, Pedestrian Ramp	SY	98
7.	Detectable Warning Panel	SF	262
8.	PCC Approach, Remove and Replace	SY	3
9.	Pavement Removal	SY	57
10.	Remove Pavement and Replace with 6" PCC Pavement	SY	2
11.	Remove Pavement and Replace with 9" PCC Pavement (M-Mix)	SY	42
12.	Pavement, PCC, 9", M-Mix	SY	33
13.	Water Valve Road Box, Adjust Existing	EACH	2
14.	Remove Intake	EACH	1
15.	Intake, SW-501	EACH	1
16.	Crushed Aggregate Base Course	TON	47
17.	Seeding and Fertilizing, Urban	LS	1
18.	Topsoil	TON	5
19.	Traffic Control	LS	1
20.	Mobilization	LS	1

The method of construction shall be by contract. All work is to be done in strict compliance with plans and specifications prepared by the Assistant City Engineer of Mason City, Iowa, which have heretofore been approved by the City Council and are now on file for public examination in the office of the City Clerk.

All work shall be done in accordance with the latest version of the City of Mason City Standard Specifications and the Iowa Department of Transportation, Standard Specifications for Highway and Bridge Construction.

Each bid must be made out on a Proposal Form, furnished by the City and obtained at the office of the City Clerk.

Each proposal shall be sealed in an envelope marked, "Proposal for Downtown Pedestrian Ramp Compliance Program, Project No. 26-1003, Mason City, Iowa". Each bid must be accompanied, in a separate envelope, by a bidding check or bid bond in an amount not less than ten percent (10%) of the bid price, said check being either a cashier's check or a check certified by a bank in Iowa or a bank chartered under the laws of the United States, or a Certified Share Draft drawn on a credit union in Iowa or chartered under the laws of the United States, and made payable to the City Treasurer of the City of Mason City, Iowa, as a security that the bidder will furnish the required bonds and enter a contract within ten (10) days after the award of the contract.

Payment for said "Downtown Pedestrian Ramp Compliance Program" will be made from Road Use Tax Funds from the City of Mason City, Iowa, or from such other funds as may be legally used for such purposes. Monthly estimates will be made by the Assistant City Engineer, and payment will be made to the contractor in the amount of ninety-seven percent (97%) of said estimate on or about ten (10) days thereafter. Payment shall not be made for materials stored off or on site. Final payment will be made no sooner than thirty (30) days following final acceptance of the work by the City of Mason City.

Bidders shall not be permitted to withdraw their bids for a period of forty-five (45) days after the same are opened.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

Pursuant to Chapter 73 of the Code of Iowa, out-of-state bidders are hereby advised of the Iowa Bidding Preference Law extending to Iowa firms any preference out-of-state competitors receive in their own states. Such preference may be (a) strict preference, (b) reciprocal preference, or combination preference and reciprocal. Application of such preference will be extended for any "public improvement" as defined in Chapter 73A.1 of the Code of Iowa.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The established DBE goal for this project is 0% of the total amount bid.

The City of Mason City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Prospective bidders' or contractor's attention is specifically called to the Mason City Human Rights Commission Specifications which mandates that female and minority business enterprises shall be afforded the maximum opportunity to participate in the performance of this project. Prospective bidders' or contractor's attention is also directed to the fact that the Mason City Human Rights Commission will notify firms designated as Minority, Women, and/or Disadvantaged Business Enterprises, of this project and determine if they are interested in participating as subcontractors for this project. Prospective bidders or contractors shall then be notified by the Commission of those interested parties.

The successful bidder will be required to furnish a performance and maintenance bond in an amount equal to one hundred percent (100%) of the contract price. Said bond is to be issued by a responsible surety approved by the City Council, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the city from claims and damages of any kind caused by the operation of the contractor. Said bond shall also guarantee the maintenance of the improvements constructed for a period of two (2) years for all underground work and four (4) years for all pavement from and after its completion and acceptance by the city.

Bidders shall be expected to comply with Chapters 91C and 103A of the Code of Iowa concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply the City of Mason City with proof of said compliance.

The bidders' attention is called to the prompt payment to the subcontractors, under Chapter 573.12 of the Code of Iowa.

The final completion date for the project is September 11, 2026.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Assistant City Engineer of Mason City, Iowa, which plans and specifications are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, City Hall, 10 1st Street NW, Mason City, Iowa, for examination by bidders. A refundable deposit of \$25 will be required for the Plans and Project Manual. To receive a refund both the Plans and Project Manual must be returned in complete and reusable condition within fourteen days of the award of the project.

All bids shall NOT include Iowa State Sales Tax for materials used in the project. Upon award, the successful bidder shall immediately provide a listing of subcontractors and associated Federal ID or Social Security Numbers for both the contractor and subcontractors. The city will register the contractor and subcontractors with the Iowa Department of Revenue and will provide appropriate certificates to the contractor for distribution and use.

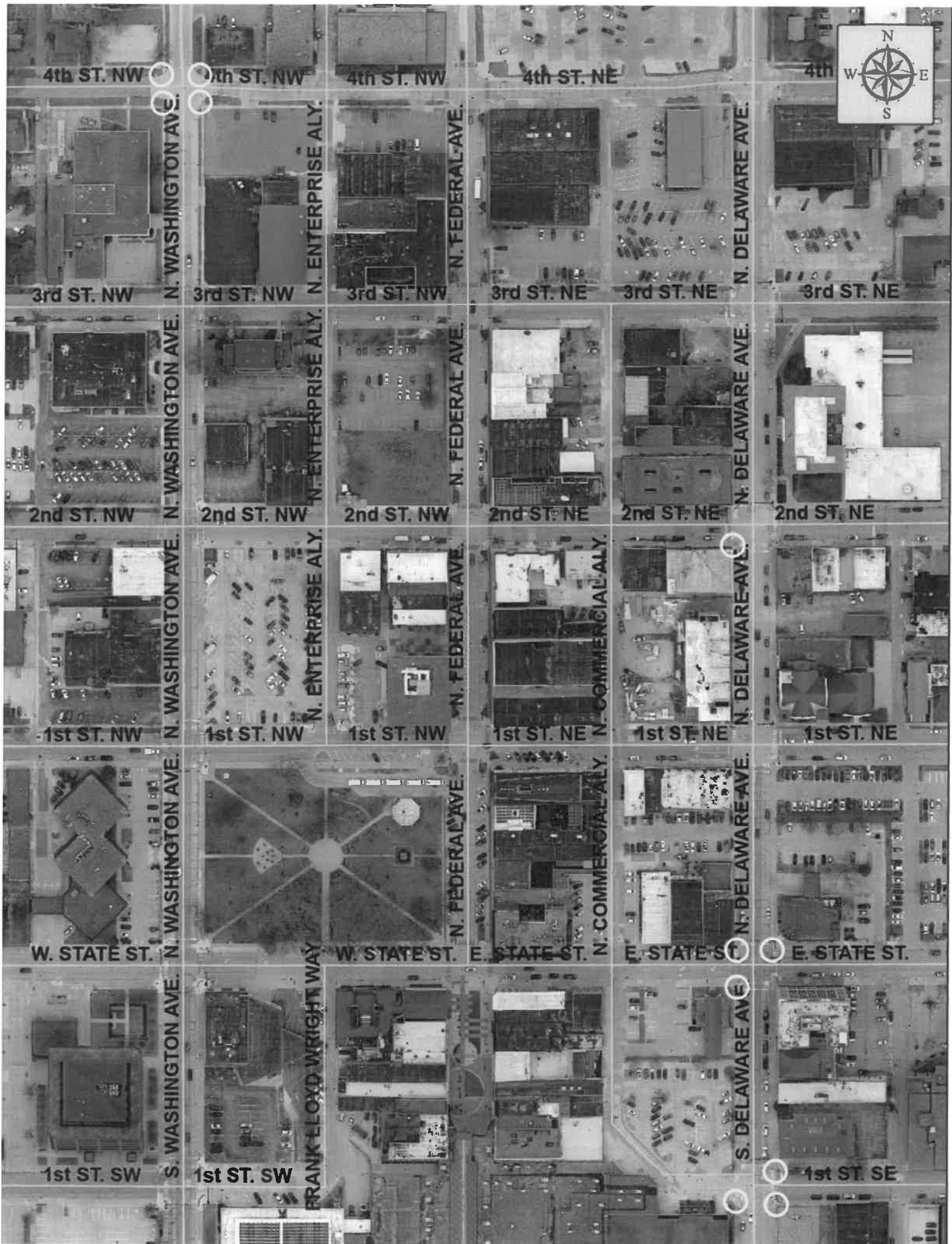
The City of Mason City reserves the right to reject any and all bids and to waive technicalities and irregularities.

Published upon order of the City Council of the City of Mason City, Iowa.

Aaron Burnett, City Clerk
City of Mason City, Iowa

ENGINEERS OPINION OF PROBABLE COST
DOWNTOWN PEDESTRIAN RAMP COMPLIANCE PROGRAM
PROJECT NUMBER 26-1003

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	Full Depth Saw Cut	LF	495	\$ 6.50	\$ 3,217.50
2	2' PCC Curb and Gutter	LF	137	\$ 58.00	\$ 7,946.00
3	2' PCC Curb and Gutter, Remove and Replace	LF	166	\$ 55.00	\$ 9,130.00
4	Removal of Sidewalk	SY	254	\$ 18.00	\$ 4,572.00
5	Sidewalk, PCC, 4"	SY	154	\$ 95.00	\$ 14,630.00
6	PCC Sidewalk, Pedestrian Ramp	SY	98	\$ 150.00	\$ 14,700.00
7	Detectable Warning Panel	SF	262	\$ 60.00	\$ 15,720.00
8	PCC Approach, Remove and Replace	SY	3	\$ 140.00	\$ 420.00
9	Pavement Removal	SY	57	\$ 22.00	\$ 1,254.00
10	Remove Pavement and Replace with 6" PCC Pavement	SY	2	\$ 140.00	\$ 280.00
11	Remove Pavement and Replace with 9" PCC Pavement (M-Mix)	SY	42	\$ 150.00	\$ 6,300.00
12	Pavement, PCC, 9" (M-Mix)	SY	33	\$ 110.00	\$ 3,630.00
13	Water Valve Road Box, Adjust Existing	EACH	2	\$ 300.00	\$ 600.00
14	Remove Intake	EACH	1	\$ 400.00	\$ 400.00
15	Intake, SW-501	EACH	1	\$ 4,500.00	\$ 4,500.00
16	Crushed Aggregate Base Course	TON	47	\$ 26.00	\$ 1,222.00
17	Seeding and Fertilizing, Urban	LS	1	\$ 500.00	\$ 500.00
18	Topsoil	TON	5	\$ 48.00	\$ 240.00
19	Traffic Control	LS	1	\$ 2,000.00	\$ 2,000.00
20	Mobilization	LS	1	\$ 2,000.00	\$ 2,000.00
				TOTAL	\$ 93,261.50



RESOLUTION NO. 26 –

A RESOLUTION AUTHORIZING NOTICE TO BIDDERS, FIXING AMOUNT OF BID SECURITY, AND ORDERING CLERK TO PUBLISH NOTICE AND FIXING A DATE FOR RECEIVING SAME, AND FOR A PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR CONSTRUCTION OF THE “DOWNTOWN PEDESTRIAN RAMP COMPLIANCE PROGRAM PROJECT NO. 26-1003”

BE IT RESOLVED by the Council of the City of Mason City, Iowa that the “Downtown Pedestrian Ramp Compliance Program project No. 26-1003”, in the City of Mason City, Iowa is hereby ordered to be advertised for bids for construction.

BE IT FURTHER RESOLVED, that the detailed plans and specifications as proposed by the Engineer, for the construction of the “Downtown Pedestrian Ramp Compliance Program Project No. 26-1003”, and the proposed form of contract and Notice to Bidders, be and the same are hereby ordered placed on file in the office of the Clerk for public inspection.

BE IT FURTHER RESOLVED, that the amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders hereby approved as a part of said specifications.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation, a relevant construction lead generating service with statewide circulation, and on an internet site sponsored by either the City or a statewide association that represents the City. Posting shall be not less than thirteen days nor more than forty-five days prior to April 7, 2026 which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 2:00 P.M. on such date.

The City Council hereby delegates to the City Clerk or his/her designee the duty of receiving, opening, and tabulating bids for construction of the project. Bids shall be received and opened as provided in the public notice and the results of the bids shall be considered at the meeting of this Council on April 21, 2026 at 7:00 P.M.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice of hearing once in said newspaper, said publication to be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for said project, said hearing to be held at 7:00 o'clock P.M. on April 21, 2026.

PASSED AND APPROVED this 17th day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

NOTICE OF HEARING AND LETTING TO BIDDERS
DOWNTOWN PEDESTRIAN RAMP COMPLIANCE PROGRAM
PROJECT NO. 26-1003
MASON CITY, IOWA

Public notice is hereby given that sealed proposals will be received by the City of Mason City, Iowa, at the office of the City Clerk, City Hall, 10 1st Street NW, Mason City, IA 50401, until 2:00 p.m. CDT, on the 7th day of April, 2026 for furnishing materials and labor for the Downtown Pedestrian Ramp Compliance Program in said City, as described in plans and specifications therefore now on file in the office of the City Clerk. Proposals will be acted upon by the City Council at a meeting to be held in the Mason City Room, Mason City Public Library, 225 2nd Street SE, Mason City, Iowa, beginning at 7:00 p.m., on the 21st day of April 2026.

At said time and place, a public hearing will also be held on the 21st day of April 2026 for proposed plans, specifications, and proposed form of the contract for said Downtown Pedestrian Ramp Compliance Program, and at said hearing, any interested person may appear and file objections thereto or to the cost of said improvements.

Please check the posted agenda in advance of the April 21, 2026 meeting for any updates to the manner in which the public may access the hearing.

The general extent of the work involved is to remove and replace PCC pavement, curb and gutter, sidewalk, install detectable warning panels, adjust water valve road boxes, and incidentals at various locations within the City of Mason City.

The kinds of materials proposed to be used and the approximate amounts are as set out in these specifications, the "Special Provisions", and the "Price Schedule", which by this reference are made a part of this proposal.

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>
1.	Full Depth Saw Cut	LF	495
2.	2' PCC Curb and Gutter	LF	137
3.	2' PCC Curb and Gutter, Remove and Replace	LF	166
4.	Removal of Sidewalk	SY	254
5.	Sidewalk, PCC, 4"	SY	154
6.	PCC Sidewalk, Pedestrian Ramp	SY	98
7.	Detectable Warning Panel	SF	262
8.	PCC Approach, Remove and Replace	SY	3
9.	Pavement Removal	SY	57
10.	Remove Pavement and Replace with 6" PCC Pavement	SY	2
11.	Remove Pavement and Replace with 9" PCC Pavement (M-Mix)	SY	42
12.	Pavement, PCC, 9", M-Mix	SY	33
13.	Water Valve Road Box, Adjust Existing	EACH	2
14.	Remove Intake	EACH	1
15.	Intake, SW-501	EACH	1
16.	Crushed Aggregate Base Course	TON	47
17.	Seeding and Fertilizing, Urban	LS	1
18.	Topsoil	TON	5
19.	Traffic Control	LS	1
20.	Mobilization	LS	1

The method of construction shall be by contract. All work is to be done in strict compliance with plans and specifications prepared by the Assistant City Engineer of Mason City, Iowa, which have heretofore been approved by the City Council and are now on file for public examination in the office of the City Clerk.

All work shall be done in accordance with the latest version of the City of Mason City Standard Specifications and the Iowa Department of Transportation, Standard Specifications for Highway and Bridge Construction.

Each bid must be made out on a Proposal Form, furnished by the City and obtained at the office of the City Clerk.

Each proposal shall be sealed in an envelope marked, "Proposal for Downtown Pedestrian Ramp Compliance Program, Project No. 26-1003, Mason City, Iowa". Each bid must be accompanied, in a separate envelope, by a bidding check or bid bond in an amount not less than ten percent (10%) of the bid price, said check being either a cashier's check or a check certified by a bank in Iowa or a bank chartered under the laws of the United States, or a Certified Share Draft drawn on a credit union in Iowa or chartered under the laws of the United States, and made payable to the City Treasurer of the City of Mason City, Iowa, as a security that the bidder will furnish the required bonds and enter a contract within ten (10) days after the award of the contract.

Payment for said "Downtown Pedestrian Ramp Compliance Program" will be made from Road Use Tax Funds from the City of Mason City, Iowa, or from such other funds as may be legally used for such purposes. Monthly estimates will be made by the Assistant City Engineer, and payment will be made to the contractor in the amount of ninety-seven percent (97%) of said estimate on or about ten (10) days thereafter. Payment shall not be made for materials stored off or on site. Final payment will be made no sooner than thirty (30) days following final acceptance of the work by the City of Mason City.

Bidders shall not be permitted to withdraw their bids for a period of forty-five (45) days after the same are opened.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

Pursuant to Chapter 73 of the Code of Iowa, out-of-state bidders are hereby advised of the Iowa Bidding Preference Law extending to Iowa firms any preference out-of-state competitors receive in their own states. Such preference may be (a) strict preference, (b) reciprocal preference, or combination preference and reciprocal. Application of such preference will be extended for any "public improvement" as defined in Chapter 73A.1 of the Code of Iowa.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The established DBE goal for this project is 0% of the total amount bid.

The City of Mason City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Prospective bidders' or contractor's attention is specifically called to the Mason City Human Rights Commission Specifications which mandates that female and minority business enterprises shall be

afforded the maximum opportunity to participate in the performance of this project. Prospective bidders' or contractor's attention is also directed to the fact that the Mason City Human Rights Commission will notify firms designated as Minority, Women, and/or Disadvantaged Business Enterprises, of this project and determine if they are interested in participating as subcontractors for this project. Prospective bidders or contractors shall then be notified by the Commission of those interested parties.

The successful bidder will be required to furnish a performance and maintenance bond in an amount equal to one hundred percent (100%) of the contract price. Said bond is to be issued by a responsible surety approved by the City Council, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the city from claims and damages of any kind caused by the operation of the contractor. Said bond shall also guarantee the maintenance of the improvements constructed for a period of two (2) years for all underground work and four (4) years for all pavement from and after its completion and acceptance by the city.

Bidders shall be expected to comply with Chapters 91C and 103A of the Code of Iowa concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply the City of Mason City with proof of said compliance.

The bidders' attention is called to the prompt payment to the subcontractors, under Chapter 573.12 of the Code of Iowa.

The final completion date for the project is September 11, 2026.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Assistant City Engineer of Mason City, Iowa, which plans and specifications are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, City Hall, 10 1st Street NW, Mason City, Iowa, for examination by bidders. A refundable deposit of \$25 will be required for the Plans and Project Manual. To receive a refund both the Plans and Project Manual must be returned in complete and reusable condition within fourteen days of the award of the project.

All bids shall NOT include Iowa State Sales Tax for materials used in the project. Upon award, the successful bidder shall immediately provide a listing of subcontractors and associated Federal ID or Social Security Numbers for both the contractor and subcontractors. The city will register the contractor and subcontractors with the Iowa Department of Revenue and will provide appropriate certificates to the contractor for distribution and use.

The City of Mason City reserves the right to reject any and all bids and to waive technicalities and irregularities.

Published upon order of the City Council of the City of Mason City, Iowa.

Aaron Burnett, City Clerk
City of Mason City, Iowa



**ENGINEERING/
WATER SUPPLY
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Interim Director
Date: March 11, 2026
RE: Letter of Agreement on NIACC/NIACC Foundation Land Swap

Recommendation:

We recommend the City Council approve a Letter of Agreement laying out the basic terms of a land swap agreement to allow NIACC to proceed with planned sports field improvements on its campus.

Review:

In the course of NIACC's project planning for sports fields improvements on the east side of College Drive, it was discovered that the City owns a portion of the property NIACC would like to develop for the project. This land was transferred from NIACC to the City in 1977 for construction of a water tower. The water tower was obviously never built, but we have reassessed with our engineers at SEH and this would still be an advantageous general future location for a water tower.

The NIACC foundation owns land to the east of the existing City parcel, and is willing to transfer a 300' x 300' parcel to the City in exchange for the City working with NIACC to facilitate transfer of some of its existing property back to NIACC. There are numerous steps in the formal process yet to complete, but we propose this Letter of Agreement to establish a good-faith understanding and to allow NIACC to proceed with planning to use what is currently the City property as part of their project, pending successful completion of all required steps of the process. NIACC and the NIACC Foundation have reviewed and tentatively agreed to the attached proposed Letter of Agreement.

Budget Impact:

The City responsibility under the agreement will be to provide for preparation of deeds and recording. This cost is minimal and easily manageable within the existing budget.

Council Action Requested:

We respectfully request that the City Council authorize the attached Letter of Agreement with NIACC and the NIACC Foundation.

Attachments:

Proposed Letter of Agreement

Map of proposed land swap



Brent Hinson, Interim Director



Reviewed and Recommend Approval



Letter of Agreement

WHEREAS, North Iowa Area Community College ("NIACC") proposes to construct sports field and ancillary improvements adjacent to its existing campus; and

WHEREAS, in the course of project planning it was identified that a portion of the proposed improvements would overlap City of Mason City ("City") property that had been deeded by NIACC in 1977 as a future municipal water tower site; and

WHEREAS, the parties wish to cooperate in allowing NIACC to proceed with its improvements project while retaining a site for a future City water tower in this area; and

WHEREAS, an adjacent parcel is owned by the NIACC Foundation ("Foundation") and the Foundation has indicated its agreement to working with all parties in a related property exchange.

THEREFORE, the parties agree to the following:

Joint Obligations

- 1) NIACC, Foundation, and City agree the basis of this Letter of Agreement is the "Existing Parcel/Proposed Parcel" diagram pictured in Exhibit A as attached to this Agreement. This basic plan can only be modified by mutual agreement of the NIACC President and City Administrator, and as confirmed by the NIACC Board, Foundation Board, and City Council, respectively.
- 2) NIACC, Foundation, and City agree that the property transfer will be effectuated with a nominal (\$1.00) purchase price for each parcel to be exchanged.
- 3) NIACC, Foundation, and City agree to work together in good faith to effectuate all of the legal and technical requirements of this agreement and to seek to cooperate on all related issues of mutual interest.

- 4) NIACC, Foundation, and City agree to cooperate on the future management of the farmed property planned to be transferred to City, as described below.

Obligations & Covenants of NIACC

- 1) NIACC agrees to arrange and pay for property surveys, any permits or documentation required in development review, and all other customary property transaction costs except for preparation and recording of deeds. NIACC further agrees that time is of the essence in completing this work and all related legal and administrative requirements.
- 2) NIACC agrees that the transaction will involve the granting of a permanent utility easement across the existing gravel lot to allow the existing water line to remain in place.
- 3) NIACC agrees in principle to cooperate on a future City project to construct an access drive from College Drive to the water tower site.
- 4) NIACC agrees to maintain the remaining City property adjacent to its property until such time as the City is ready to proceed with water tower development.

Obligations & Covenants of Foundation

- 1) Foundation agrees to manage the farmed property being transferred to City at no cost to City until which time the water tower is to be constructed.
- 2) Foundation agrees to cooperate on the termination of the farm lease when provided appropriate notice by City.

Obligations & Covenants of City

- 1) City agrees that joint execution of this Letter of Agreement is adequate basis to allow NIACC to proceed with its project processes, subject to all administrative approvals needed, pending final completion of all legal and administrative requirements regarding the property exchange.
- 2) City recognizes that the 300' x 300' parcel to be transferred by Foundation is currently farmed and delegates to Foundation the responsibility for continuing to lease the property to farming purposes; in consideration for this responsibility, City waives any farm lease revenue it would be entitled to under its ownership. City agrees to cooperate in executing any farm lease

documentation needed under this provision.

- 3) City agrees to provide notice to Foundation no later than August 1 of the prior year it is ready to proceed with its water tower project to allow for timely modification of the farm lease.
- 4) City agrees to pay for preparation and recording of deeds based on the surveys conducted by NIACC's contracted surveyor.

Dated this _____ day of _____, 2026.

For NIACC:

For City:

Joel Pedersen, President

John P. Lee, Mayor

Aaron Burnett, City Clerk

For Foundation:

Mary Amsbaugh, President



Exhibit A: NIACC/Foundation/City
Agreement 2026

Existing Parcel

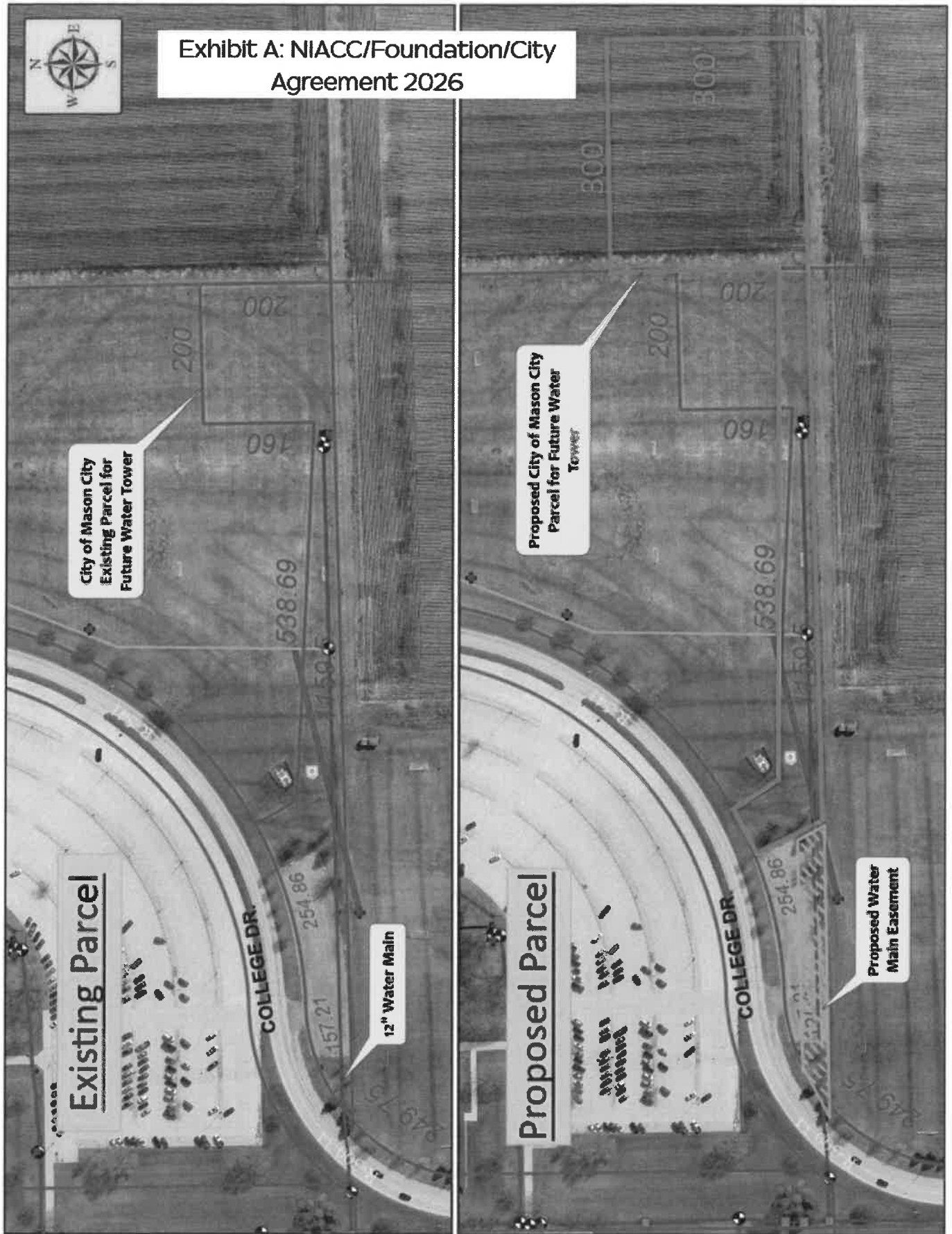
City of Mason City
Existing Parcel for
Future Water Tower

12" Water Main

Proposed Parcel

Proposed City of Mason City
Parcel for Future Water
Tower

Proposed Water
Main Easement



RESOLUTION NO. 26 –

A RESOLUTION AUTHORIZING EXECUTION OF A LETTER OF AGREEMENT BETWEEN THE CITY OF MASON CITY NIACC, AND NIACC FOUNDATION LAYING OUT THE BASIC TERMS OF A LAND SWAP AGREEMENT TO ALLOW NIACC TO PROCEED WITH PLANNED SPORTS FIELD IMPROVEMENTS

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

Section 1: That the attached Letter of Agreement between the City of Mason City, NIACC and NIACC Foundation be and the same is hereby accepted.

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

PASSED AND APPROVED this 17rd day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

**FIRE DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Erik Bullinger, Fire Chief
Date: February 25, 2026
RE: Recommend Change Orders for the Fire Station Renovation Project

Recommendation:

Approve Change Order # 047 and # 048 for the Fire Station Renovation Project.

Review:

The following change order recommendations aim to provide necessary work and material to complete the final stages of the renovation project. The proposed change orders add functionality and safeguard protections to original renovations.

PCO #047

Following the balancing and testing of the newly installed air handler units, it was observed that one room failed to reach or maintain the desired temperature, with a variance of up to 20 degrees from the setpoint. This room, often utilized by staff, was intentionally designed by engineers without a thermostatic control system. Instead, its temperature is regulated by controls located in an adjacent room. Recognizing that this setup does not deliver a sufficiently balanced heating and cooling supply, we have requested that this issue be addressed. It is recommended to terminate the existing ducting and install a terminal air box along with new ductwork, which will be managed by its own dedicated control (thermostat). This should guarantee that temperatures are consistently kept at the desired level. The total cost of this change order is \$13,356.32.

PCO #048

The new HVAC system that was installed in the added portions of the building relies on constant, uninterrupted power for proper operation. The transfer switch that operates the backup generator for the building has an interruption long enough for the HVAC controls to shut down. To prevent possible damage to the new system, and maintain controls during power outages, it is recommended to have dedicated battery backups specifically for the HVAC controls. The total cost for this change order is \$4,116.26.

Budget Impact:

The Fire Station Renovation Project is included in the budget. With the approval of the changes noted above, it would yield a total net increase to the project of \$17,472.58.

Council Action Requested:

I respectfully request the approval of these change orders for the Fire Station Renovation Project.

Attachments:

Change orders for work to be performed.

Erik Bullinger, Fire Chief

Name, Title



Reviewed and Recommend Approval

RESOLUTION NO. 26 –

A RESOLUTION APPROVING CHANGE ORDERS #47
AND #48 WITH HENKEL CONSTRUCTION COMPANY
OF MASON CITY, IOWA FOR THE CONSTRUCTION OF
THE “MASON CITY FIRE DEPARTMENT – DORMITORY
ADDITION AND REMODEL” PROJECT

WHEREAS, the City Council of the City of Mason City, Iowa did
adopt Resolution No. 24-20 on the 6th day of February, 2024, awarding a contract
to Henkel Construction Company of Mason City, Iowa for the “Mason City Fire
Department – Dormitory Addition and Remodel” Project, and

WHEREAS, change orders are necessary.

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

Section 1: That Change Orders #37 and #48 in the amount of
\$17,472.58 for said project be and are hereby accepted and approved.

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

PASSED AND APPROVED this 17th day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



PCO #047

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

Project: 2404M - MC Fire Station Renov/Addition
350 5th St SW
Mason City , Iowa 50401

Prime Contract Potential Change Order #047: Add TAB to Room 109

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
PCO NUMBER/REVISION:	047 / 0	CONTRACT:	1 -
REQUEST RECEIVED FROM:		CREATED BY:	Justin Squier (Henkel Construction Company)
STATUS:	Pending - In Review	CREATED DATE:	1/13 /2026
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$13,356.32

POTENTIAL CHANGE ORDER TITLE: Add TAB to Room 109

CHANGE REASON: B

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #060 - Add TAB to Room 109

Remove existing supply run to room 109 and cap off at room 112. Provide and install terminal air box and ductwork to room 109 with associated controls, insulation and balancing.

ATTACHMENTS:

Approved By:

Name: _____

Date: _____



PCO #048

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

Project: 2404M - MC Fire Station Renov/Addition
350 5th St SW
Mason City , Iowa 50401

Prime Contract Potential Change Order #048: Add Battery Backups to HVAC Controls

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
PCO NUMBER/REVISION:	048 / 0	CONTRACT:	1 -
REQUEST RECEIVED FROM:		CREATED BY:	Justin Squier (Henkel Construction Company)
STATUS:	Pending - In Review	CREATED DATE:	1/19 /2026
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	\$4,116.26

POTENTIAL CHANGE ORDER TITLE: Add Battery Backups to HVAC Controls

CHANGE REASON: B

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #062 - Add Battery Backups to HVAC Controls

Add battery backup to HVAC controls.

- (1) Battery backup for VAV controls
- (2) Battery backup for AHU controls

ATTACHMENTS:

Approved By:

Name: _____

Date: _____

**FIRE DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Erik Bullinger, Fire Chief
Date: March 10, 2026
RE: Law Firm Professional Services Agreement

Recommendation:

Recommend approval of a professional services agreement between Page, Wolfberg & Wirth (PWW), of Mechanicsburg, PA, and Mason City Fire Department Ambulance Services.

Review:

The Fire Department is requesting authorization to enter into a professional services agreement with Page, Wolfberg & Wirth (PWW), a nationally recognized law firm that specializes in legal and regulatory matters affecting fire departments and ambulance services. Their Client Connect™ program provides ongoing legal guidance and consultation designed specifically for public safety agencies involved in emergency medical services, billing compliance, documentation, and operational policy development.

The regulatory environment surrounding ambulance services and EMS reimbursement has become increasingly complex. Federal and state requirements governing billing practices, documentation standards, privacy protections, and reimbursement rules continue to evolve. These issues carry potential financial and legal implications if not addressed properly. Access to specialized legal counsel helps ensure the department remains compliant with these regulations while maintaining sound operational practices. Through the Client Connect™ program, the department would have direct and ongoing access to attorneys and consultants who focus exclusively on EMS and public safety operations. The program allows department leadership and designated staff to consult with legal professionals on issues such as reimbursement policies, documentation standards, privacy and compliance requirements, liability concerns, and other operational questions that arise during day-to-day operations.

One of the key advantages of the program is that it establishes a formal attorney-client relationship, which allows sensitive operational discussions to occur under attorney-client privilege. This ensures that internal questions, compliance concerns, and

operational strategies can be discussed candidly while maintaining appropriate legal protections.

The program also uses a flat-fee model that allows the department to seek legal guidance as issues arise without the uncertainty of hourly billing. This approach encourages early consultation when questions emerge, helping departments identify and address potential compliance concerns before they develop into larger operational or legal issues.

In addition to consultation services, the program includes periodic policy and contract review, updates on regulatory changes affecting EMS providers, and educational resources designed to help agencies remain current with evolving compliance standards and best practices within the industry.

Entering into this agreement would provide the Fire Department with reliable access to specialized legal expertise in an area of operations that carries significant regulatory oversight and financial impact. This resource supports responsible risk management, strengthens compliance efforts, and helps ensure the department continues to operate in accordance with applicable laws and industry standards.

Budget Impact:

Professional services are included in the Fire Department Ambulance Service budget, paid through Ambulance Revenue Fees for Service. The cost for this service is \$5,700, billed annually.

Council Action Requested:

I recommend approval of a professional services agreement between Page, Wolfberg & Wirth (PWW), of Mechanicsburg, PA, and Mason City Fire Department Ambulance Services. I also respectfully request authorization to execute the service agreement by my signature.

Attachments:

Professional Services Agreement

Erik Bullinger, Fire Chief
Name, Title


Reviewed and Recommend Approval

RESOLUTION NO. 26 -

A RESOLUTION MAKING AWARD OF CONTRACT TO
PAGE, WOLFBERG & WIRTH (PWW) OF MECHAN-
ICSBURG, PA FOR PROFESSIONAL SERVICES RELATED
TO LEGAL AND REGULATORY MATTERS AFFECTING
THE MASON CITY FIRE DEPARTMENT AND AMBU-
LANCE SERVICES

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

Section 1: That the proposal for the Professional Services Agreement related to legal and regulatory matters affecting the Mason City Fire Department and Ambulance Services in the City of Mason City, Iowa, be and is hereby accepted as follows:

Contractor:	Page, Wolfberg & Wirth (PWW)
of:	Mechanicsburg, PA
Amount of Proposal:	\$5,700 (billed annually)
Portion of Project:	Scope of the project

Section 2: That the Mayor is authorized and Clerk hereby directed to execute a contract for said services, said contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 17th day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

Client Information

Legal Name of Client: Mason City Fire Department
Physical Address: 350 5th St. SW; Mason City, IA 50401
Phone Number: (641) 421-3640
E-mail: ebullinger@masoncity.net
Responsible Official: Erik Bullinger Title: Fire Chief

Term and Fees

This Agreement is effective upon receipt by PWW Advisory Group ("PWWAG") of the signed Agreement and initial payment and acceptance by PWWAG, and will continue until terminated by Client or by PWWAG. The total annual fee for your PWWAG Client Connect membership is **\$6,000.00**. (If paying in full, a 5% discount to this amount will be applied). Future annual invoices will be sent automatically prior to the anniversary of your annual enrollment date unless you or we terminate your participation in PWWAG Client Connect. PWWAG Client Connect fees are payable on a monthly, quarterly or annual basis as chosen by the Client. Please indicate desired payment interval below and note that there is a discount for annual payment. PWWAG Client Connect payments are non-refundable fees. Clients are free to terminate their relationship with PWWAG at any time and for any reason; however, Client agrees that the total annual fee quoted above is payable in full to PWWAG. Any remaining balance of this fee not paid at the time of termination shall be immediately due and payable.

Services Included in PWWAG Client Connect

- Unlimited access to PWWAG consultants by phone or e-mail to answer your questions on matters within our customary EMS consulting practice areas, such as compliance, billing, coding, reimbursement, EMS operations, human resources, HIPAA, etc.
- Unlimited correspondence related to the matters within our customary EMS consulting practice areas, as mentioned above
- Review of up to three contracts, agreements, or policies (mix/match, as applicable) per year (calculated on a rolling basis), such as facility contracts, payer contracts, third party billing service agreements, service agreements, etc.
- Snapshot review of ten ambulance claims per year to assist in identifying potential documentation, billing or compliance risks
- One PWW Media *Revenue Cycle Guide* (upon Client written request)
- 10% discount on hourly-billed services excluded from PWWAG Client Connect (as noted below)
- 10% discount on Flat Fee PWWAG Compliance/Assessment Projects including: Ambulance Claims Audit, Revenue Cycle Management Assessment, Compliance Program Assessment, Clinical Documentation Review, Dispatch and Call Intake Assessment, HIPAA Compliance Assessment, On-Site Training Day
- Discounted access to PWWAG webinars and archived recordings
- "Always the Early Bird" rates for PWWAG in-person conferences, including abc360

- Discounted PWW Media products, books, and videos, including: Ambulance Service Model Personnel Handbook, Ambulance Compliance Program Toolkit, Facility Contracting Toolkit, Social Media Survival Toolkit, Ambulance Service Guide to HIPAA Compliance, HIPAA TV 2.0

Services Excluded From PWWAG Client Connect

The following services are not included in PWWAG Client Connect and may be provided by PWWAG for additional fees and through a separate engagement. Those fees will be either billed at our customary hourly or flat fee project rates (less a 10% discount for Client Connect members), which will be set forth in writing prior to undertaking any such work:

- EMS system design consulting
- Alternative delivery model development
- Litigation support or expert witness services
- Union organizing campaigns, unfair labor practices cases, and Union contracting negotiations and reviews
- OIG Self Disclosures and Advisory Opinion requests
- Overpayment refunds or audits involving extrapolation or statistical sampling
- Revalidations and CMS 855 review and completion
- Contract/business negotiations or negotiation of business transactions or arrangements, including the performance of pre-transactional due diligence services and fundamental change/corporate transactions such as mergers, acquisitions, asset sales or similar issues
- Drafting and/or responding to requests for proposal, invitations to bid, requests for qualifications, and similar documents
- HIPAA breach notification disclosures or similar state law breach notification and related issues
- Retaining outside consultants, attorneys or other professionals when required
- Personnel/Employee Handbook Review
- Payroll Practices Audit
- Matters which, in the determination of PWWAG, require research and/or analysis that substantially exceeds the time and effort required to address client questions that fall within our customary EMS consulting practices areas, as set forth above

Standard Terms

This Agreement is subject to the attached Standard Terms and Conditions.

Signature

Client Signature

Date

Print Name/Title

Payment

Please indicate desired payment terms: ☐ Annually (5% discount) ☐ Quarterly ☐ Monthly

TO PAY BY CHECK

Please make checks payable to "PWW Advisory Group" and send to us at 5010 E. Trindle Road, Suite 202, Mechanicsburg, PA 17050.

TO PAY BY CREDIT CARD

☐ Visa ☐ MasterCard ☐ American Express ☐ Discover (Check One)

I, _____, authorize PWW Advisory Group to charge my credit card for payment of PWW Client Connect services as follows:

☐ One-time charge for annual payment or first quarterly/monthly payment

☐ Quarterly/Monthly recurring charge*

* Recurring Credit Card Payment Option (Quarterly or Monthly Billing)

For your convenience you may authorize regular, scheduled charges to your credit card if you are paying quarterly or monthly. You will be charged the amount due on the first of the month in each billing period (whether quarterly or monthly). You agree that no prior notification of the charge will be provided. If you selected monthly or quarterly installments (above), but the recurring credit card payment option is not selected, subsequent invoices will be sent when the next payment is due.

I would like a monthly receipt emailed to me at the following email address: _____

Card No. _____ CVV _____ Expiration Date _____

Name on Card _____ Phone _____

Address Affiliated with Card _____

Signature _____ Date _____

I authorize PWW Advisory Group to charge the credit card indicated in this authorization form according to the terms outlined above. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the business in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. I certify that I am an authorized user of this credit card and that I will not dispute the scheduled payments with my credit card company provided the transactions correspond to the terms indicated in this authorization form.

TO PAY BY ACH TRANSFER

Please contact Lisa Bernhard at (717) 620-2695 or lisa.bernhard@pwwadvisorygroup.com.

TO PAY BY PAYPAL

Please go our customized link: www.PayPal.Me/pwwag

Incorporation of Standard Terms and Conditions

These Standard terms and conditions are expressly incorporated into the Client Agreement.

Limitations on Our Engagement

Our services do not constitute the provision of legal, accounting or financial services. Our services are provided strictly in a consulting capacity.

Please note that we cannot offer a guarantee or assurance of any particular outcome. Also, we are not obligated to perform any specific future services on your behalf, as we always reserve the right to accept or reject each assignment you request that we undertake.

Our Duty to You and Our Representation of Other Clients

We are not being retained to represent any other individual or entity that may be associated with Client, including individual officers, members, directors, employees, subsidiaries, affiliates, parents, or related entities.

Because of our PWWAG's wide-ranging representation of other ambulance, EMS, public safety and medical transportation providers, as well as billing companies, software companies and other entities which serve the nation's EMS industry, it is possible that we may represent other past, present or future clients that provide similar services in client's area, as well as other individuals or organizations with which Client might have a past, present or future business relationship. By signing our Client Agreement, Client agrees that we may assist or represent these other clients without objection, so long as our representation of Client or other clients would not pose a direct conflict of interest for PWWAG. If you have any concerns about potential conflicts arising from our work for other clients, please let us know. PWWAG shall make all final determinations regarding any potential conflicts in our work.

Medicare, Medicaid, and Other Billing Matters

Client is solely responsible for the submission of its claims to Medicare, Medicaid, and other health insurers, whether submitted prior to, during or after our engagement. Client is also solely responsible for its contracts and other business arrangements. PWWAG does not make any decisions regarding the filing of any claims for healthcare services or with regard to client's contracts or business arrangements. Accordingly, Client, by its signing of our Client Agreement, acknowledges and accepts these terms, and will defend, indemnify, and hold harmless PWWAG and its related entities, members, partners, shareholders, employees, agents and contractors against any claims and/or liability arising from Client's submission of claims to Medicare, Medicaid and other insurers and/or from Client's contracts or business arrangements. This specifically includes any claims brought under the Federal False Claims Act, 31 U.S.C. § 3729 *et seq.*, any state False Claims Act, and/or any other state or federal health care fraud and abuse law and/or regulation.

In addition, in the event we are being engaged to assist with a Medicare or Medicaid audit or appeal, please note that the possibility of success in these cases depends in large measure upon the quality and completeness of the

ambulance service documentation prepared and presented to us by Client. We are typically not going to be in the position to offer an opinion on the merits of an audit or appeal until we have had a chance to review that documentation in detail. That itself will require time and expense, and our fees are payable regardless of whether our review determines that Client's appeal has merit or lacks merit.

Client is solely responsible for any overpayment, judgment, settlement or demand, and legal fees and costs, incurred as a result of any audit, action or investigation. Please be aware that the claim auditing process may reveal that Client has received Medicare or other federal health care program overpayments, which Client is solely responsible to refund in accordance with Federal law (which requires refunds within 60 days of identification of overpayments). Also, be aware that potential billing errors may need to be evaluated over a "look back period" of a number of years, depending upon the audit findings.

Please note that PWWAG is not obligated to act as Client's formal appointed representative in a Medicare or Medicaid appeal unless we specifically agree in writing to do so. Otherwise, our engagement is in an advisory role, and Client will be responsible to meet all filing deadlines in such matters. Also, please understand that there is a significant backlog in the Medicare appeals process, and there are often delays of several years in resolving these cases. Such delays are beyond our control and we make no representations about the timing of resolution of any appeals.

HIPAA Business Associate Assurances

To the extent that Client is a Covered Entity, and to the extent that PWWAG's representation of Client involves the use, access or disclosure of Protected Health Information (PHI), PWWAG will carry out its responsibilities in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended and protect the privacy and security of any personally-identifiable PHI that we collect, process or learn of as a result of providing services on your behalf. PWWAG agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law. PWWAG may use or disclose PHI as permitted by HIPAA and as necessary to perform the services that PWWAG has been engaged to perform on behalf of Client;
2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("ePHI"), to prevent use or disclosure of PHI other than as provided for by this Agreement;
3. Report to client any use or disclosure of PHI not provided for by this Agreement of which we become aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR § 164.410;
4. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on our behalf agree to the same restrictions, conditions, and requirements that apply to us with respect to such information;
5. Make PHI in a designated record set available to Client and to an individual who has a right of access in a manner that satisfies Client's obligations to provide access to PHI in accordance with 45 CFR § 164.524;
6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by Client pursuant to 45 CFR § 164.526;
7. Maintain and make available to Client or an individual who has a right to an accounting of disclosures as necessary to satisfy Client's obligations under 45 CFR § 164.528;

8. To the extent that PWWAG is to carry out any of Client's obligations under the HIPAA Privacy Rule, PWWAG shall comply with the requirements of the Privacy Rule that apply to Client when it carries out that obligation;
9. Make our internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by PWWAG on behalf of Client, available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA; and
10. At the termination of this Agreement, PWWAG shall return or destroy all PHI received from, or created or received by PWWAG on behalf of Client and retain no copies of such PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI. Client may terminate this Agreement if Client determines that PWWAG has violated a material term of the Agreement. Notwithstanding any other provisions of this Agreement, if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, terminate the Agreement, if feasible.

**FIRE DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Erik Bullinger, Fire Chief
Date: March 12, 2026
RE: Fire Department Operations Software Agreement for Services

Recommendation:

Recommend approval of a services agreement between Locality Media, LLC dba "First Due" of Miami, Florida, and Mason City Fire Department Ambulance Services.

Review:

The Fire Department currently utilizes several separate software systems to manage critical operational functions, including incident reporting, inspections, training records, personnel information, scheduling, and other administrative tasks. While each system serves a specific purpose, they operate independently of one another. This results in duplicate data entry, inefficiencies in daily operations, and limitations in the ability to quickly access or share information across functions within the department.

Over time, some of the existing software platforms have also become increasingly limited in their effectiveness and compatibility with current operational needs. Maintaining multiple systems requires additional administrative effort and creates challenges when attempting to integrate information for reporting, planning, and decision-making.

To address these issues, the Fire Department has evaluated the First Due platform, which consolidates multiple operational functions into a single integrated system. The platform provides tools for incident documentation, inspection management, personnel records, training records, scheduling, inventory tracking, and other operational needs within one centralized environment.

By moving to a single platform, the department would improve operational efficiency by reducing redundant data entry, improving access to information, and allowing personnel to manage multiple operational functions through one system rather than several separate programs. Consolidation of these systems also supports modernization of department operations and improves the ability to manage records, reporting requirements, and operational planning in a more streamlined manner.

The proposed agreement includes a one-time implementation cost of \$7,100 and an annual subscription cost of \$42,012. The implementation process includes configuration of the system, migration of existing data, integration with current systems where necessary, and training for department personnel to ensure successful adoption of the platform.

Currently, separate systems are utilized for emergency incident reporting, pre-incident planning, inspections (ESO®), and a learning management system used for training and credential tracking (Vector Solutions™). Additional "add-on" applications are used for staff scheduling, apparatus and equipment maintenance tracking, and training evaluations. The anticipated expenditure for these separate systems in fiscal year 2027 is projected to be \$35,029.

The First Due platform would also provide additional functionality not currently available through the department's existing software, including a direct hospital connection for patient care reporting, medication tracking for DEA-scheduled medications, and enhanced AI documentation and transcription services.

The Fire Department believes that consolidating multiple systems into a single integrated platform will improve efficiency, reduce administrative workload, and support more effective management of operational information across the department.

For these reasons, I respectfully request authorization to enter into the agreement with First Due.

Budget Impact:

Technology expenses are included in the budget. The total cost for the first contract year, beginning June 30, 2026, with implementation fee, is \$49,112.

Council Action Requested:

I respectfully request City Council authorization for the Mayor to execute the service agreement between Locality Media, LLC dba "First Due" of Miami, Florida, and Mason City Fire Department.

Attachments:

Agreement for Services

Erik Bullinger, Fire Chief

Name, Title



Reviewed and Recommend Approval



Agreement for Services

This Agreement for Services (this "Agreement") dated as of **June 30, 2026** (the "Effective Date") is made by and between Locality Media, LLC dba First Due ("First Due") and **Mason City Fire Department** located at **350 5th St SW, Mason City, IA 50401** (the "Customer").

1. **Service Access and Use Agreement.** First Due maintains a website through which Customer members may access First Due's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. First Due agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. **Credential Management, Data Submission, and License Rights.** First Due may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes First Due to act on any instructions First Due receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). First Due also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". First Due may acquire Data from third party public and/or private sources in First Due's discretion. In addition, the Customer will upload to the Service or otherwise provide to First Due in such form and using such methods as First Due reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by First Due. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to First Due a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to First Due by the Customer in connection with the development, operation, and performance of First Due's business, including but not limited to the Service.
3. **Data Use, Disclaimers, and Limitations of Liability.** As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that First Due, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which First Due has no control and for which First Due assumes no responsibility. First Due makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does First Due make any representation or warranty regarding the accuracy or reliability of the Data received by First Due. First Due provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.
4. **Customer Equipment and Technical Requirements.** The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet

browsers subject to third party network availability and signal strength). First Due shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to First Due ("Technical Problems").

5. **Term and Termination.** This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** (each a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. First Due reserves the right to increase Customer's renewal Service fees by no more than **10%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. **Effects of Termination and Reservation of Rights.** Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 15 and 19 through 23 hereof shall survive any termination or expiration of this Agreement.
7. **Fees, Additional Services, and Taxes.** The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). First Due may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on First Due's income).
8. **Intellectual Property and Data Rights.**
 - a. **First Due IP.** First Due owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by First Due to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by First Due, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
 - b. **Customer Data.** Customer shall own all Customer data and upon termination or written request, First Due shall provide Customer data to Customer.
 - c. **De-Identification.** Customer acknowledges and agrees that First Due may use Customer data to generate a de-identified data set (a "Data Set") in accordance with the then-current HIPAA de-identification standards set forth in 45 CFR § 164.514(b). Once de-identified, the Data Set will no longer constitute identifiable Customer data or "Protected Health Information", as defined under HIPAA at 45 CFR 160.103. Subject to applicable laws, First Due may, in its sole discretion, transform, analyze, distribute, redistribute, create derivative works of, license, disclose to third party researchers, or otherwise use such Data Set.
9. **Confidentiality.**
 - a. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed First Due's

Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

- b. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with this Section 9 or otherwise are bound under substantially similar confidentiality restrictions.
- c. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9(a) or 9(b) by the other party, any of its employees, agents or consultants.

10. Limited Warranty. FIRST DUE REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, FIRST DUE MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES FIRST DUE WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.

11. Service Levels and Support Obligations. First Due will provide the Service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. First Due will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue	4 hours from receipt of initial notice from	3 days from receipt of initial notice from the	15 days from receipt of initial notice from

	the Customer, or discovery, of the error	Customer, or discovery, of the error	the Customer, or error discovery
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12. Warranty Limitations and Disclaimers. EXCEPT AS SET FORTH ABOVE IN SECTION 10, FIRST DUE MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. FIRST DUE SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.

13. Customer Representations, Data Rights, and Use Restrictions. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to First Due, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

14. Indemnification.

- a. First Due will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by First Due of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
- b. The Customer will indemnify, defend and hold First Due harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 14(a) or result from the gross negligence or willful misconduct of First Due.
- c. Such indemnification under Sections 14(a) and 14(b) will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.

15. Limitation of Liability. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 14, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, FIRST DUE SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER

TO FIRST DUE WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.

16. **Notices.** All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
17. **Assignment.** Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. First Due may assign this Agreement or any rights or obligations hereunder to any First Due affiliate or in connection with the merger or acquisition of First Due or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.
19. **Modifications.** Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
20. **Third Party Beneficiary.** The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
21. **Force Majeure.** Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
22. **Training Content Disclaimer.** As related to First Due's Basic Training Records, Advanced Training Records, and Advanced Training Records with Content modules and associated Training Content, First Due's products are intended to be used by certified instructors and are designed to be integrated into a broader curriculum that includes digital, online, or in person classroom instruction, hands-on practice and the use of educational materials. Some practices or procedures shown may differ from Licensee's competency and procedural requirements. First Due makes no warranty, expressed or implied that the information presented will satisfy any particular situation or need or that any demonstrated procedure is safe. First Due disclaims any liability, loss or risk resulting directly or indirectly from the Training Products.
23. **Entire Agreement and Severability.** This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
24. **Headings.** The headings and titles in this Agreement are for convenience of reference only and shall not affect the meaning, interpretation, or construction of any provision of this Agreement. They are not intended to be part of the substantive terms and shall not be used to interpret the intent of the parties.
25. **Agreement Billing Information.**
 - a. **Accounts Payable Contact**
Name: _____
Email: _____
Phone: _____
 - b. **Tax Exempt** _____ (Yes/No)
If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

- c. **Purchase Order Required** _____ (Yes/No)
If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth above. The undersigned represent and warrant that they are duly authorized to enter into this Agreement on behalf of the respective parties.

LOCALITY MEDIA, LLC DBA FIRST DUE

Mason City Fire Department

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____



Exhibit A Quote

Customer Name:	Mason City Fire Department	Quote Number:	1545132000606937257
Billing Address:	350 5th St SW Mason City, IA 50401	Prepared By:	Justin Kelly
Subscription Start:	June 30, 2026	Valid Until:	August 31, 2026
Initial Term:	12 months		
Annual Subscription:	\$42,012.00		

Product Details

Occupancy Management & Pre-Incident Planning

Manage Occupancies, Pre-Incident Mapping, ArcGIS Maps, Fire Systems, Hazardous Material, and Contacts.

Responder

Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.

Inspections

Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.

Incident Reporting - Fire Incident Documentation

Fire Incident Documentation enabling ongoing State and Federal compliance with NFIRS and NERIS data standards.

AI Enhanced Documentation: Fire Reporting

AI powered transcription and documentation solution to assist with completing NFIRS/NERIS reports.

Incident Reporting - ePCR

ePCR Incident Documentation, State and Federal Compliance with automated submission.

AI Enhanced Documentation: ePCR

AI powered transcription and documentation solution to assist with completing EMS patient care reports.

Scheduling

Manage staff schedules with an interactive shift board, configurable call shifts module, messaging, time-off and shift trades.

Personnel Management

Store, Manage and Access Employee Records including demographic data, certifications and employment information.

Advanced Training Records with Content

Assign Training, Record Completions, View Training Logs, and Manage Certifications. Enables the administration, assignment, and delivery of online training course content. This module also allows users to upload SCORM files to deliver online training to end users. Advanced Training Records Content Packages included with this purchase are listed below separately.

Fire & EMS Training Bundle Content Package - Fire Engineering

Includes access to First Due's Interactive Fire & EMS Training Bundle for use in the administration, assignment and delivery of web-based training through First Due Advanced Training Records with Content. Qty/Licenses: 48

This Training Content is subject to the Fire Engineering Training™ Subscription Services Terms and Conditions (the "FET Terms"), which are attached to and made part of the Agreement. The Customer understands and agrees that Clarion Events, Inc. is responsible solely for the obligations contained within the FET Terms, and First Due is responsible for all other obligations contained in your agreement.

Events & Activities

Create Events, View Global Activity Log, and Access Global Calendar.

Assets & Inventory

Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.

Medications Tracking

Track all medications, including DEA Scheduled Medications. Tracking a medication's lifecycle (receipt, usage, waste or removal) by expiration date, lot number or serial number. Ensure compliance with internal and external signatures, as well as advanced role security and authentication.

Kno2 Hospital Connection Fee

This will be charged at a rate of \$250 per hospital connection. The first connection is included at no additional cost. Number of Connections: 1

Kno2 Standard Subscription

Direct messaging and unlimited Cloud faxing to deliver PCR's to hospital.

CAD Integration (Other)

Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.

Premium Online Training Package

Up to 8 Hours Online Training with certified First Due Instructor

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	\$ 7,100.00
Subscription Fees Subtotal	\$ 42,012.00
Grand Total*	\$ 49,112.00

*Excluding Tax

Statement of Work. The attached Statement of Work will detail the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Quote.

Invoicing and Payment Terms. The above-listed Grand Total will be invoiced in two (2) segments: (i) \$7,100.00 will be invoiced upon execution of this Agreement and due within thirty (30) days from the date of the invoice; and (ii) \$42,012.00 will be invoiced on or around June 30, 2026, and due within thirty (30) days from the date of invoice. For subsequent annual periods, the Service fees are due and payable annually in advance.

Electronic ACH payment Information. Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907



Statement of Work
For
Mason City Fire Department
Quote Number: 1545132000606937257

1. Introduction

1.1 Purpose

The purpose of this Statement of Work ("SOW") is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for Customer from First Due for the purchased product(s) set forth in this Exhibit A ("Purchased Products").

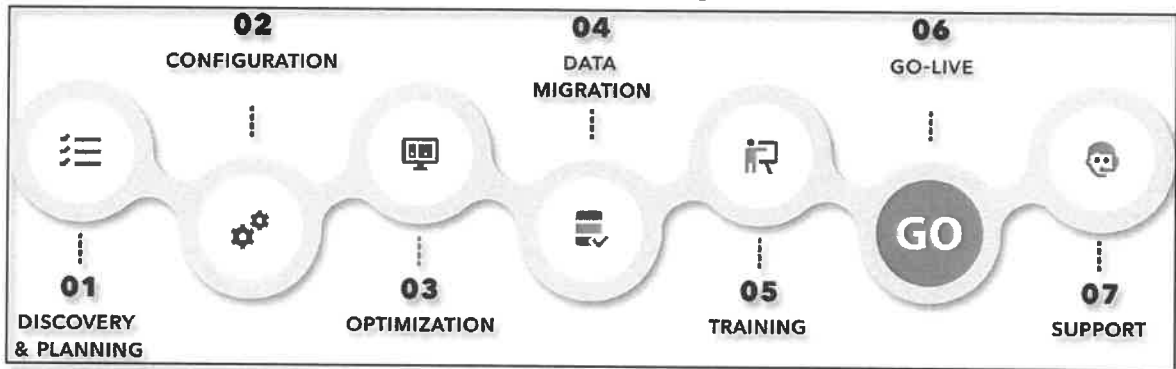
1.2 Scope

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist team comes from a diverse background, ranging from database management to public safety software integration.
- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition

to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.

- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchased Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchased Products

2.3.4 Data Migration: Data Migration will occur throughout the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this SOW, the Customer shall receive:

- Formal training as outlined in Exhibit A
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this SOW will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this SOW, First Due will implement all integrations and relevant scope outlined in Exhibit A. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this SOW, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this SOW will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to Section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

FIRE ENGINEERING • TRAINING •

Subscription Services Terms and Conditions

The following terms and conditions (the "Agreement") apply to all Subscription Services, as defined below, purchased by the entity or individual using the Subscription Services (the "User") from Clarion Events, Inc. ("Clarion Events"). If purchased on behalf of others, the User represents and warrants that all individuals who have access to the Subscription Services are each considered a User and personally guarantees that all individuals will comply with the terms of the Agreement.

WHEREAS, Clarion Events has developed and implemented Fire Engineering Training and other services which can be purchased on a subscription basis (the "Subscription Services");

WHEREAS, the User wishes to purchase the Subscription Services from Clarion Events through First Due Holdings, Inc., a Delaware corporation, through its wholly-owned subsidiary Locality Media, LLC dba First Due ("First Due");

WHEREAS, the User understands and agrees that Clarion Events' obligations are solely limited to the terms contained in this Agreement, and any other services or obligations which may be offered by First Due related to this Agreement or the Subscription Services are the sole obligation of First Due. For good and valuable consideration, the receipt of which is hereby acknowledged, Clarion Events and the User agree to the following:

1. **Term.** This Agreement becomes effective and enforceable upon the User's purchase of the Subscription Services, or the User's use of the Subscription Services, whichever occurs first. This Agreement shall remain in effect for a minimum one (1) year period commencing on the purchase date, unless a different time period is specified on any applicable order form (the "Initial Term"); provided, however, that the Term will be automatically extended for successive one-year periods thereafter (each a "Renewal Term") unless one party provides written notice of non-renewal to the other party at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and all subsequent Renewal Terms shall collectively comprise the "Term" of this Agreement. Notwithstanding the foregoing, Clarion Events may terminate this Agreement upon written notice to the User due to the User's breach, insolvency or bankruptcy, or failure to comply with the spirit of the Agreement as determined in Clarion Events' sole discretion.
2. **Subscription Fee/Invoicing.** Clarion Events will invoice the User for purchased Subscription Services at the commencement of the Initial Term and thirty (30) days prior to the beginning of each Renewal Term. The User will pay the invoiced amount by Clarion Events within thirty (30) days of the invoice date. Payment instructions are included on the applicable order form, which is attached to and made part of this Agreement, and the User agrees to comply with all such instructions. Clarion Events reserves the right to increase pricing for each Renewal Term.
3. **Ownership of Materials; Derivative Works; Right to Use.**
 - 3.1. **Learning Management System.** The User understands and agrees that part of the Subscription Services may include the use of Clarion Events' Learning Management System ("LMS"), Fire Engineering Training, as described below:
 - 3.1.1. **Generally.** The User acknowledges and agrees that all learning management system services, including but not limited to all online courses, videos, test banks, skills templates and all other materials provided by Clarion Events to the User from time to time during the term of this Agreement (such materials collectively, the "Subscription Materials") are proprietary products of Clarion Events, protected under U.S. copyright, trademark, patent, and other applicable law. Subject to the terms, conditions, and limitations of this Agreement, Clarion Events hereby grants the User a limited, nontransferable, revocable license to prepare derivative works of the Subscription Materials subject to the terms and conditions of this Agreement (each, a "Derivative Work"); provided, however, that the User acknowledges and agrees that Clarion Events is the sole owner of all right, title and interest in and to all Derivative Works, including all copyrights and other

intellectual property and proprietary rights therein or pertaining thereto, and the User hereby assigns and transfers to Clarion Events all right, title and interest in and to all Derivative Works, including the copyrights and other intellectual property and proprietary rights therein or pertaining thereto. The User will not remove any copyright notice or other notice of Clarion Events appearing on Subscription Materials or Derivative Works and shall include such notices at the appropriate place on each copy thereof.

- 3.1.2. **Right to Use; Limitations on Use.** Subject to the terms, conditions, and limitations in this Agreement, Clarion Events hereby grants to the User a limited, nontransferable, revocable license to use the Subscription Materials and any Derivative Works solely for the User's internal purposes. The User shall not copy, republish, lend, distribute, post on servers, transmit, redistribute, or display, in whole or in part, by any means or medium, whether electronic or mechanical, or by any informational storage and retrieval system, any Subscription Materials or any Derivative Work other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, the User will not import, upload, or otherwise make available any Subscription Materials or any Derivative Work into or onto any third party, document, knowledge, or other content management system or service without Clarion Events' prior written consent. The User's right to use the LMS is limited to the right expressly granted in this Agreement. All rights not expressly granted to the User are reserved and retained by Clarion Events and its licensors.
 - 3.1.3. **User Data.** As between the User and Clarion Events, all User Data, defined as data owned by User prior to the execution of this Agreement or data not otherwise subject to a Derivative Work, is the User's property; provided that the User grants a perpetual, unlimited, royalty-free, worldwide license to Clarion Events to use User Data in an aggregated and anonymized form. The User hereby acknowledges and agrees it has read and understands Clarion's privacy policy, which can be found at <https://us.clarionevents.com/privacy-policy>.
 - 3.2. **Generally; Injunctive Relief.** Except as expressly provided herein, nothing in this Agreement shall be construed as conferring any rights or license to Clarion Events' trade secrets, intellectual property, Confidential Information, Subscription Materials, or the software underlying such products and services, whether by estoppel, implication or otherwise. The User may not decompile, disassemble, reverse engineer or otherwise attempt to discover any source code contained in any software-based Subscription Services. Notwithstanding any other term or condition herein, the User grants all rights and permissions in or relating to User Data as are necessary or useful to Clarion Events to enforce this Agreement, exercise Clarion Events' rights, and perform Clarion Events' obligations hereunder. The User acknowledges that a breach or threatened breach of any portion of this Section 3 may cause irreparable harm and shall entitle Clarion Events to injunctive relief in addition to any other available remedy.
 4. **Warranty Disclaimer.** ALL SUBSCRIPTION SERVICES AND SUBSCRIPTION MATERIALS ARE PROVIDED "AS IS" AND CLARION EVENTS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS IMPLIED, STATUTORY, OR OTHERWISE, CLARION EVENTS SPECIFICALLY DISCLAIMS AND THE USER SPECIFICALLY WAIVES ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURCHASE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. USER UNDERSTANDS AND AGREES THAT ANY OTHER WARRANTIES OR OBLIGATIONS OFFERED BY FIRST DUE RELATED TO THE SUBSCRIPTION SERVICES OR THIS AGREEMENT ARE THE SOLE RESPONSIBILITY OF FIRST DUE.
 5. **Disclaimer of Liability.** The User acknowledges and agrees that Clarion Events, its officers, agents, managers, and employees will have no liability to the User or any other person or entity arising from or related to the Subscription Services or the Subscription Materials, or any act or omission by the User or its personnel pursuant to, or in reliance on, any of the Subscription Materials. The User understands and agrees that any liability offered by First Due in relation to the Subscription Services or this Agreement shall be the sole responsibility of First Due.
 6. **Limitation of Liability.** Clarion Events' cumulative liability to the User and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relations to this Agreement, the Subscription Services, or the use of any Subscription Materials shall not exceed the subscription fees

actually paid to Clarion Events by the User for the purchased Subscription Services under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Clarion Events be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Clarion Events has been advised of the possibility of such damages. The limitations set forth in this Section 6 shall apply whether the User's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

7. **Indemnification.** The User agrees to defend, indemnify, and hold harmless Clarion Events, and its respective affiliates, personnel and representatives from and against all expenses, costs, claims, demands, suits, actions, proceedings, judgments, fines, penalties, losses, damages and liabilities (including but not limited to reasonable attorneys' fees and expenses), resulting directly or indirectly from (i) any actions or omissions of the User and/or its personnel, agents and representatives that are negligent, wrongful or constitute a breach of this Agreement, or (ii) claims that the User's information, data, documentation, or other content violate the intellectual property, privacy or other rights of any third party. This indemnity provided under this provision shall survive the termination or expiration of this Agreement and is in addition and without prejudice to any other rights and/or remedies which Clarion Events may have or be entitled to under this Agreement and/or applicable laws.
8. **Confidential Information.** The User understands and agrees that it will be exposed to Clarion Events' confidential and proprietary information, including trade secrets, and shall not disclose such information to third parties, and is permitted to only use such information as described in this Agreement. For the avoidance of doubt, the User shall not use the Subscription Services, Subscription Materials, or any other information or documentation covered by this Agreement for any other purpose other than internal use.
9. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Delaware, without giving effect to any choice of law doctrine that would case the law of any other jurisdiction to apply.
10. **Entire Agreement.** This Agreement, including any applicable order forms, embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes all prior written and oral agreements and understandings with respect to the subject matter hereof. No representation, promise, inducement, or statement or intention has been made by any party hereto that is not embodied in this Agreement. In the event of a conflict of terms between an order form, executed by the User and Clarion Events, and this Agreement, the terms of the order form shall prevail. Terms and Conditions set forth in any purchase order, or any other form or document of the User, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Clarion Events, and shall not be considered binding on Clarion Events unless specifically agreed to in writing by it.

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin, For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 2.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) First Due Holdings, Inc.	
	2 Business name/disregarded entity name, if different from above. Locality Media, LLC dba First Due	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 390 NE 191st St. STE 17328		Requester's name and address (optional)
6 City, state, and ZIP code Miami, FL 33179		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
			-				-		
OR									
Employer identification number									
3	9	-	2	7	2	5	8	0	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Alyssa Longenbach*

Date **Jan 13 2026 12:25 EST**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

RESOLUTION NO. 26 –

A RESOLUTION MAKING AWARD OF CONTRACT TO
LOCALITY MEDIA, LLC DBA FIRST DUE OF MIAMI,
FLORIDA FOR THE MASON CITY FIRE DEPARTMENT
OPERATIONS SOFTWARE

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

Section 1: That the contract for Mason City Fire Department Operations Software with Locality Media, LLC DBA First Due of Miami, Florida, be and is hereby accepted as follows:

Contractor:	Bob McKiness Excavating & Grading, Inc.
of:	Mason City, IA
Amount of Proposal:	\$49,112 (year 1) \$42,012 (annually)
Portion of Project:	Scope of the project

Section 2: That the Mayor is authorized and Clerk hereby directed to execute a contract for said services, said contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 17th day of March, 2026

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



**DEVELOPMENT
SERVICES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: March 11, 2026
RE: Approval of Minimum Assessment Agreements for Commercial Urban Revitalization Tax Abatement

Recommendation:

Staff requests approval of the Resolutions authorizing execution of Minimum Assessment Agreements between the City, the City Assessor, and The Legacy Golf Course at the Nineteen, LLC (2 parcels), Joel Ernst, and James and Jennifer Fleming.

Review:

In 2023, the Iowa Legislature made two major changes to the Urban Revitalization program: first, abatement of taxes collected by the school district was removed, significantly reducing the benefit to the property owner; and second, before an abatement of taxes for commercial property can commence, the owner, the City, and the Assessor are required to enter into a Minimum Assessment Agreement.

The City Assessor has reviewed the commercial applications submitted for the 2025 tax year and determined that the improvements made to four properties have increased the value of each by at least 15 percent. These are for:

- 3331 19th Street SW, by The Legacy Golf Course at the Nineteen, LLC for improvements including remodel of the cabana and construction of a new pavilion with a commercial kitchen; 3-year, 100% abatement of increased city taxes

- 2116 South Harding Avenue, also by The Legacy Golf Course at the Nineteen, LLC, for the new golf course maintenance building; 3-year, 100% abatement of increased city taxes
- 146 19th Street SW, by Joel Ernst, for a new 50' x 240' self-storage building; 3-year, 100% abatement of increased city taxes
- 2402 South Federal Avenue, by James and Jennifer Fleming, for interior remodel of an office building; 10-year declining scale abatement of increased city taxes

The owners for each property have signed a Minimum Assessment Agreement. In each Agreement, the owner agrees that the minimum assessed value of the property cannot be less than its value as assessed on January 1, 2025, plus 15 percent, during the abatement period. This aligns with the Urban Renewal Plan, which requires that the improvements must increase the value of the property by at least 15 percent to be eligible for the abatement. If the assessed value does go lower than the January 1, 2025, valuation during the three- or ten-year abatement period, the property will be taxed as if the assessment was still at the higher amount.

Budget Impact:

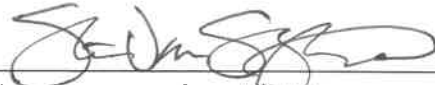
There is no impact to the operating budget resulting from this action.

Council Action Requested:

Staff requests approval of the Resolutions authorizing execution of Minimum Assessment Agreements between the City, the City Assessor, and The Legacy Golf Course at the Nineteen, LLC (2 parcels), Joel Ernst, and James and Jennifer Fleming.

Attachments:

1. Minimum Assessment Agreement with The Legacy Golf Course at the Nineteen, LLC, for 3331 19th Street SW
2. Minimum Assessment Agreement with The Legacy Golf Course at the Nineteen, LLC, 2116 South Harding Avenue
3. Minimum Assessment Agreement with Joel Ernst for 146 19th Street SW
4. Minimum Assessment Agreement with James and Jennifer Fleming for 2402 South Federal Avenue



Steven J. Van Steenhuyse
Director of Development Services



Reviewed and Recommend Approval

MINIMUM ASSESSMENT AGREEMENT

Prepared by and Return to: Steven J. Van Steenhuyse, Development Services Director, City of Mason City 10 1st Street NW, Mason City, IA 50401

Minimum Assessment Agreement

This Minimum Assessment Agreement (the "Agreement") is entered into as of March 17, 2026, by and among the CITY OF MASON CITY, IOWA ("City"), THE LEGACY GOLF COURSE AT THE NINETEEN, LLC ("Owner"), and the CITY ASSESSOR of the City of Mason City, Iowa ("Assessor").

WITNESSETH

WHEREAS, Owner owns and has title to qualified real estate assessed as commercial that is legally described below, to which Owner has made improvements (the "Improvements") that are expected to increase the real property value of the property:

THE WEST TEN (10) ACRES OF THE NORTHWEST QUARTER (1/4) OF SOUTHEAST QUARTER (1/4) OF SECTION 18, TOWNSHIP 96, RANGE 20, WEST OF THE FIFTH (5TH) PRINCIPAL MERIDIAN, EXCLUDING RIGHT-OF-WAY

Parcel No. 071847600500, commonly known as 3331 19th Street SW; and

WHEREAS, on or before February 2, 2026, Owner applied for Urban Revitalization Tax Abatement from the City of Mason City, according to the duly adopted Mason City Urban Revitalization Plan ("Plan"); and

WHEREAS, in accordance with said plan, on said application Owner requested an abatement period of THREE (3) YEARS, providing a 100 percent abatement of the additional City taxes resulting from the increase in value after assessment of the Improvements; and

WHEREAS, pursuant to Iowa Code §404.3C, commercial property shall not receive a tax abatement unless the City and the Owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the abatement period; and

WHEREAS, the City and the Assessor have reviewed the application and find that the increase in real property value resulting from the Improvements meets the minimum threshold to qualify for Urban Revitalization Tax Abatement according to the Mason City Urban Revitalization Plan and in compliance with applicable State law.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2026, the minimum actual taxable value which shall be fixed for assessment purposes shall not be less than the actual value as fixed on January 1, 2025, plus fifteen percent (15%) of said actual value (the "Minimum Actual Value").

2. The Minimum Actual Value herein established shall be effective through the January 1, 2028, valuation. In no event shall the Owner seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Improvements in excess of the Minimum Actual Value.

3. Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, Owner further agrees that until the termination of this Agreement it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Owner, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings.

4. This Agreement shall be promptly recorded by the City with the Recorder of Cerro Gordo County, Iowa.

5. This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Property.

IN WITNESS WHEREOF, the parties have executed this Minimum Assessment Agreement by their duly authorized representatives as of the date first set forth above.

(signatures on following page)

CITY OF MASON CITY, IOWA

THE LEGACY GOLF COURSE AT THE
NINETEEN, LLC

By: John Lee, Mayor

By:

By: Aaron Burnett, City Clerk

Its:

STATE OF IOWA)
)§
COUNTY OF CERRO GORDO)

On this _____ day of March 2026, before me, a Notary Public in and for the State of Iowa, personally appeared JOHN LEE and AARON BURNETT, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Mason City, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

Notary Public, State of Iowa

STATE OF IOWA)
)§
COUNTY OF CERRO GORDO)

On this _____ day of March 2026, before me, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, in his/her capacity as _____, representing THE LEGACY GOLF COURSE AT THE NINETEEN, LLC, who acknowledged that he/she executed same on behalf of the Owner, by it and by him/her voluntarily executed.

Notary Public, State of Iowa

(Assessor's Certification on following page)

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

Assessor, City of Mason City, Iowa By: Tara Brueggeman

On this _____ day of _____, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared TARA BRUEGGEMAN, to me personally known, in her capacity as the City Assessor of the City of Mason City, Iowa, who acknowledged that she executed the above Certification, by it and by her voluntarily executed.

4

MINIMUM ASSESSMENT AGREEMENT

Prepared by and Return to: Steven J. Van Steenhuyse, Development Services Director, City of Mason City 10 1st Street NW, Mason City, IA 50401

Minimum Assessment Agreement

This Minimum Assessment Agreement (the "Agreement") is entered into as of March 17, 2026, by and among the CITY OF MASON CITY, IOWA ("City"), THE LEGACY GOLF COURSE AT THE NINETEEN, LLC ("Owner"), and the CITY ASSESSOR of the City of Mason City, Iowa ("Assessor").

WITNESSETH

WHEREAS, Owner owns and has title to qualified real estate assessed as commercial that is legally described below, to which Owner has made improvements (the "Improvements") that are expected to increase the real property value of the property:

THE SOUTH ONE HUNDRED NINETY-EIGHT (198) FEET OF LOTS FOUR (4) AND FIVE (5), EXCEPT THE EAST TWO HUNDRED FIFTEEN (215) FEET OF LOT FIVE (5) OF THE SUBDIVISION OF THE EAST ONE-HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 18, TOWNSHIP 96, RANGE 20, WEST OF THE FIFTH (5TH) PRINCIPAL MERIDIAN

Parcel No. 071847600500, commonly known as 2116 South Harding Avenue; and

WHEREAS, on or before February 2, 2026, Owner applied for Urban Revitalization Tax Abatement from the City of Mason City, according to the duly adopted Mason City Urban Revitalization Plan ("Plan"); and

WHEREAS, in accordance with said plan, on said application Owner requested an abatement period of THREE (3) YEARS, providing a 100 percent abatement of the additional City taxes resulting from the increase in value after assessment of the Improvements; and

WHEREAS, pursuant to Iowa Code §404.3C, commercial property shall not receive a tax abatement unless the City and the Owner of the qualified real estate enter into a written assessment

agreement specifying a minimum actual value until a specified termination date for the duration of the abatement period; and

WHEREAS, the City and the Assessor have reviewed the application and find that the increase in real property value resulting from the Improvements meets the minimum threshold to qualify for Urban Revitalization Tax Abatement according to the Mason City Urban Revitalization Plan and in compliance with applicable State law.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2026, the minimum actual taxable value which shall be fixed for assessment purposes shall not be less than the actual value as fixed on January 1, 2025, plus fifteen percent (15%) of said actual value (the "Minimum Actual Value").

2. The Minimum Actual Value herein established shall be effective through the January 1, 2028, valuation. In no event shall the Owner seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Improvements in excess of the Minimum Actual Value.

3. Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, Owner further agrees that until the termination of this Agreement it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Owner, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings.

4. This Agreement shall be promptly recorded by the City with the Recorder of Cerro Gordo County, Iowa.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Property.

IN WITNESS WHEREOF, the parties have executed this Minimum Assessment Agreement by their duly authorized representatives as of the date first set forth above.

(signatures on following page)

CITY OF MASON CITY, IOWA

THE LEGACY GOLF COURSE AT THE
NINETEEN, LLC

By: John Lee, Mayor

By:

By: Aaron Burnett, City Clerk

Its:

STATE OF IOWA)
)§
COUNTY OF CERRO GORDO)

On this _____ day of March 2026, before me, a Notary Public in and for the State of Iowa, personally appeared JOHN LEE and AARON BURNETT, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Mason City, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

Notary Public, State of Iowa

STATE OF IOWA)
)§
COUNTY OF CERRO GORDO)

On this _____ day of March 2026, before me, a Notary Public in and for the State of Iowa, personally appeared _____, to me personally known, in his/her capacity as _____, representing THE LEGACY GOLF COURSE AT THE NINETEEN, LLC, who acknowledged that he/she executed same on behalf of the Owner, by it and by him/her voluntarily executed.

Notary Public, State of Iowa

(Assessor's Certification on following page)

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

Assessor, City of Mason City, Iowa By: Tara Brueggeman

On this _____ day of _____, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared TARA BRUEGGEMAN, to me personally known, in her capacity as the City Assessor of the City of Mason City, Iowa, who acknowledged that she executed the above Certification, by it and by her voluntarily executed.

4

MINIMUM ASSESSMENT AGREEMENT

Prepared by and Return to: Steven J. Van Steenhuyse, Development Services Director, City of Mason City 10 1st Street NW, Mason City, IA 50401

Minimum Assessment Agreement

This Minimum Assessment Agreement (the "Agreement") is entered into as of March 17, 2026, by and among the CITY OF MASON CITY, IOWA ("City"), JOEL ERNST ("Owner"), and the CITY ASSESSOR of the City of Mason City, Iowa ("Assessor").

WITNESSETH

WHEREAS, Owner owns and has title to qualified real estate assessed as commercial that is legally described below, to which Owner has made improvements (the "Improvements") that are expected to increase the real property value of the property:

PARCEL "E" IN THE AUDITOR'S PLAT OF A PORTION OF THE SOUTHEAST QUARTER (SE¼) OF THE NORTHEAST QUARTER (NE¼) AND THE SOUTHWEST QUARTER (SW¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION SIXTEEN (16), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M., CERRO GORDO COUNTY, IOWA, LYING EAST OF THE CHICAGO AND NORTHWESTERN RAILROAD, EXCEPT BEGINNING AT THE NORTHWEST CORNER OF PARCEL "E-2" IN SAID SUBDIVISION; THENCE SOUTH 275.7 FEET PARALLEL WITH THE WEST LINE OF FEDERAL AVENUE; THENCE SOUTHEASTERLY 172.25 FEET PARALLEL WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE WEST TO THE NORTHEASTERLY RIGHT-OF-WAY OF SAID CHICAGO AND NORTHWESTERN RAILROAD; THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID RAILROAD RIGHT-OF-WAY TO THE SOUTHEAST CORNER OF PARCEL "F" IN SAID SUBDIVISION; THENCE NORTH 321.8 FEET; THENCE EAST 187.8 FEET TO THE NORTHWEST CORNER OF PARCEL "E-2.

Parcel No. 071627600800, commonly known as 146 19th Street SW; and

WHEREAS, on or before February 2, 2026, Owner applied for Urban Revitalization Tax Abatement from the City of Mason City, according to the duly adopted Mason City Urban Revitalization Plan ("Plan"); and

WHEREAS, in accordance with said plan, on said application Owner requested an abatement period of THREE (3) YEARS, providing a 100 percent abatement of the additional City taxes resulting from the increase in value after assessment of the Improvements; and

WHEREAS, pursuant to Iowa Code §404.3C, commercial property shall not receive a tax abatement unless the City and the Owner of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the abatement period; and

WHEREAS, the City and the Assessor have reviewed the application and find that the increase in real property value resulting from the Improvements meets the minimum threshold to qualify for Urban Revitalization Tax Abatement according to the Mason City Urban Revitalization Plan and in compliance with applicable State law.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2026, the minimum actual taxable value which shall be fixed for assessment purposes shall not be less than the actual value as fixed on January 1, 2025, plus fifteen percent (15%) of said actual value (the "Minimum Actual Value").

2. The Minimum Actual Value herein established shall be effective through the January 1, 2028, valuation. In no event shall the Owner seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Improvements in excess of the Minimum Actual Value.

3. Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, Owner further agrees that until the termination of this Agreement it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Owner, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings.

4. This Agreement shall be promptly recorded by the City with the Recorder of Cerro Gordo County, Iowa.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Property.

IN WITNESS WHEREOF, the parties have executed this Minimum Assessment Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF MASON CITY, IOWA

JOEL ERNST

By: John Lee, Mayor

By: Joel Ernst

By: Aaron Burnett, City Clerk

Owner
Its:

STATE OF IOWA)
)§
COUNTY OF CERRO GORDO)

On this _____ day of March 2026, before me, a Notary Public in and for the State of Iowa, personally appeared JOHN LEE and AARON BURNETT, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Mason City, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

Notary Public, State of Iowa

STATE OF IOWA)
)§
COUNTY OF CERRO GORDO)

On this _____ day of March 2026, before me, a Notary Public in and for the State of Iowa, personally appeared Joel Ernst, to me personally known, in his capacity as Owner of 146 19th Street SW, who acknowledged that he executed same on behalf of the Owner, by it and by him voluntarily executed.

Notary Public, State of Iowa

(Assessor's Certification on following page)

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

Assessor, City of Mason City, Iowa By: Tara Brueggeman

On this _____ day of _____, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared TARA BRUEGGEMAN, to me personally known, in her capacity as the City Assessor of the City of Mason City, Iowa, who acknowledged that she executed the above Certification, by it and by her voluntarily executed.

5

MINIMUM ASSESSMENT AGREEMENT

Prepared by and Return to: Steven J. Van Steenhuyse, Development Services Director, City of Mason City 10 1st Street NW, Mason City, IA 50401

Minimum Assessment Agreement

This Minimum Assessment Agreement (the "Agreement") is entered into as of March 17, 2026, by and among the CITY OF MASON CITY, IOWA ("City"), JAMES P. AND JENNIFER J FLEMING, joint tenants ("Owners"), and the CITY ASSESSOR of the City of Mason City, Iowa ("Assessor").

WITNESSETH

WHEREAS, Owners own and has title to qualified real estate assessed as commercial that is legally described below, to which Owners have made improvements (the "Improvements") that are expected to increase the real property value of the property:

LOTS ONE HUNDRED NINETEEN (119), ONE HUNDRED TWENTY (120), AND ONE HUNDRED TWENTY-ONE (121), IN MIDLAND HEIGHTS, MASON CITY, IOWA

Parcel No. 071648102200, commonly known as 2402 South Federal Avenue; and

WHEREAS, on or before February 2, 2026, Owners applied for Urban Revitalization Tax Abatement from the City of Mason City, according to the duly adopted Mason City Urban Revitalization Plan ("Plan"); and

WHEREAS, in accordance with said plan, on said application Owners requested an abatement period of TEN (10) YEARS, according to a declining scale of abatement as outlined in the Plan of the additional City taxes resulting from the increase in value after assessment of the Improvements; and

WHEREAS, pursuant to Iowa Code §404.3C, commercial property shall not receive a tax abatement unless the City and the Owners of the qualified real estate enter into a written assessment agreement specifying a minimum actual value until a specified termination date for the duration of the abatement period; and

WHEREAS, the City and the Assessor have reviewed the application and find that the increase in real property value resulting from the Improvements meets the minimum threshold to qualify for Urban Revitalization Tax Abatement according to the Mason City Urban Revitalization Plan and in compliance with applicable State law.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2026, the minimum actual taxable value which shall be fixed for assessment purposes shall not be less than the actual value as fixed on January 1, 2025, plus fifteen percent (15%) of said actual value (the "Minimum Actual Value").

2. The Minimum Actual Value herein established shall be effective through the January 1, 2035, valuation. In no event shall the Owners seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Improvements in excess of the Minimum Actual Value.

3. Owners agree to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, Owners further agree that until the termination of this Agreement it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Owners, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings.

4. This Agreement shall be promptly recorded by the City with the Recorder of Cerro Gordo County, Iowa.

5. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Property.

IN WITNESS WHEREOF, the parties have executed this Minimum Assessment Agreement by their duly authorized representatives as of the date first set forth above.

(signatures on following page)

CITY OF MASON CITY, IOWA

JAMES AND JENNIFER FLEMING

By: John Lee, Mayor

By: James P. Fleming

By: Aaron Burnett, City Clerk

By: Jennifer J. Fleming
Owners

STATE OF IOWA)
)§
COUNTY OF CERRO GORDO)

On this _____ day of March 2026, before me, a Notary Public in and for the State of Iowa, personally appeared JOHN LEE and AARON BURNETT, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Mason City, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

Notary Public, State of Iowa

STATE OF IOWA)
)§
COUNTY OF CERRO GORDO)

On this _____ day of March 2026, before me, a Notary Public in and for the State of Iowa, personally appeared JAMES AND JENNIFER FLEMING, to me personally known, in their capacity as owners of 2402 South Federal Avenue, who acknowledged that they executed same on behalf of the Owners, by it and by both voluntarily executed.

Notary Public, State of Iowa

(Assessor's Certification on following page)

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows:

Assessor, City of Mason City, Iowa By: Tara Brueggeman

On this _____ day of _____, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared TARA BRUEGGEMAN, to me personally known, in her capacity as the City Assessor of the City of Mason City, Iowa, who acknowledged that she executed the above Certification, by it and by her voluntarily executed.

4

RESOLUTION NO. 25 –

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A MINIMUM ASSESSMENT
AGREEMENT BETWEEN THE CITY OF MASON
CITY, THE CITY ASSESSOR AND THE LEGACY
GOLF COURSE AT THE NINETEEN, LLC FOR
PROPERTY GENERALLY LOCATED AT 3331 19TH
STREET SW

WHEREAS, the City Council of the City of Mason City, Iowa desires to enter into a Minimum Assessment Agreement between the City of Mason City, the City Assessor and The Legacy Golf Course at the Nineteen , LLC for property generally located at 3331 19th Street SW;

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

Section 1. That the attached Minimum Assessment Agreement be and the same is hereby approved.

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

PASSED AND APPROVED this 17th day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

RESOLUTION NO. 25 –

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A MINIMUM ASSESSMENT
AGREEMENT BETWEEN THE CITY OF MASON
CITY, THE CITY ASSESSOR AND THE LEGACY
GOLF COURSE AT THE NINETEEN, LLC FOR
PROPERTY GENERALLY LOCATED AT 2116
SOUTH HARDING AVENUE

WHEREAS, the City Council of the City of Mason City, Iowa desires to enter into a Minimum Assessment Agreement between the City of Mason City, the City Assessor and The Legacy Golf Course at the Nineteen , LLC for property generally located at 2116 South Harding Avenue;

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

Section 1. That the attached Minimum Assessment Agreement be and the same is hereby approved.

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

PASSED AND APPROVED this 17th day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

RESOLUTION NO. 25 --

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A MINIMUM ASSESSMENT
AGREEMENT BETWEEN THE CITY OF MASON
CITY, THE CITY ASSESSOR AND JOEL ERNST
FOR PROPERTY GENERALLY LOCATED AT 146
19TH STREET SW

WHEREAS, the City Council of the City of Mason City, Iowa desires to enter into a Minimum Assessment Agreement between the City of Mason City, the City Assessor and Joel Ernst for property generally located at 146 19th Street SW;

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

Section 1. That the attached Minimum Assessment Agreement be and the same is hereby approved.

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

PASSED AND APPROVED this 17th day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

RESOLUTION NO. 25 –

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A MINIMUM ASSESSMENT
AGREEMENT BETWEEN THE CITY OF MASON
CITY, THE CITY ASSESSOR AND JAMES P. AND
JENNIFER J. FLEMING JOINT TENANTS FOR
PROPERTY GENERALLY LOCATED AT 2402
SOUTH FEDERAL AVENUE

WHEREAS, the City Council of the City of Mason City, Iowa desires to enter into a Minimum Assessment Agreement between the City of Mason City, the City Assessor and James P. and Jennifer J. Fleming Joint Tenants for property generally located at 2402 South Federal Avenue;

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

Section 1. That the attached Minimum Assessment Agreement be and the same is hereby approved.

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

PASSED AND APPROVED this 17th day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



**DEVELOPMENT
SERVICES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: March 11, 2026
RE: Downtown Revitalization Loan: 221 North Federal Avenue (Oak Leaf Comics)

Recommendation:

Staff recommends approval of a \$17,325 Downtown Revitalization Loan (DoRL) to Tickal Family Enterprises, LLC, for improvements to 221 North Federal Avenue (Oak Leaf Comics). The Forgivable Loan and Grant Review Committee recommends approval of the request.

Review:

The owner of Oak Leaf Comics, Tickal Family Enterprises, LLC, has applied for a DoRL loan for \$17,325 to renovate and tuck point the north façade of the building at 221 North Federal Avenue. The total cost of this project is estimated at \$34,650. The funds are proposed to be used for tuck pointing the brick façade that faces 3rd Street NE. The owner has provided a letter from Clear Lake Bank and Trust confirming that the owners have adequate funds on account to meet the match requirement.

The Forgivable Loan and Grant Committee met on February 6, 2026, to consider the request. The Committee scored the application according to the Scoring Matrix used for DoRL and CoRL requests. Scores ranged from 29 to 36, with an average score of 32.5. A minimum score of 28 is required for consideration. The Committee recommends approval of the request. Staff concurs with this recommendation.

Budget Impact:

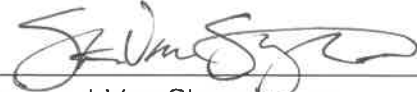
There is no impact to the operating budget resulting from this action. The City Assessor determined that the project will increase the value of the building by \$16,040, a 4.4 percent increase in assessed value.

Council Action Requested:

Staff recommends approval of a \$17,325 Downtown Revitalization Load (DoRL) to Tickal Family Enterprises, LLC, for improvements to 221 North Federal Avenue (Oak Leaf Comics).

Attachments:

1. DoRL application, copy of Clear Lake Bank and Trust letter, estimates
2. Minutes of the Forgivable Loan and Grant Committee, 2/6/26.



Steven J. Van Steenhuyse
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:	Oak Leaf Comics
Site Address:	221 N Federal Ave
Tax Property ID No.	42-1516185 Fed 17-1-016430 State
Legal Description: (attach separately if necessary)	N 44' L 2 BLK 8 PAUL FELTS ADD

B. Applicant Information

Building Owner:	Tickal Family Enterprises, LLC	
FEIN (if applicable):		Owner Type (Check One)
Contact Name:	Mike Tickal	☐ Individual(s)
Owner/Contact Address:	33 N Willowgreen Ct	☐ Proprietorship
City/State/Zip:	Mason City, IA	☐ Partnership
Phone:	641-424-0333	☒ LLC
Email:	Miket@dustcatchers.com	☐ 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.)

Tuck Point North Side of the entire building.

Project Start Date:	July 26	Project Completion Date:	fall 26
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?			

Cannot afford to do building without raising rents to apartment dwellers. Will not do without some

Total amount of DoRL funds requested:	\$ 17325	Total estimated project cost:	\$ 34650
---------------------------------------	----------	-------------------------------	----------

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****Exterior Improvements. Focus on Improvements that affect real property assessed value**

Tuck point building on north side	Pajic Tuckpointing LLC	fall 26	\$ 34650
Total Exterior			\$ 34650

Interior Improvements. Value of Improvements that do not affect real property value may be considered towards meeting match requirements

			\$
Total Interior			\$
Total Project Cost			\$ 34650

E. Current Occupancy/Tenancy

Occupant/Tenant Name	Occupancy/Tenant Type (retail, office, residential, etc.)
Oak Leaf Comics	Retail
9 apartments	residential

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

9

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

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

NA

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

NA

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):	\$ 5000
Bank or other Loan: (Bank Name): NICCU	\$ 10000
Other (Describe): Store cash	\$ 5000
Other:	\$
Other:	\$
Total	\$

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:

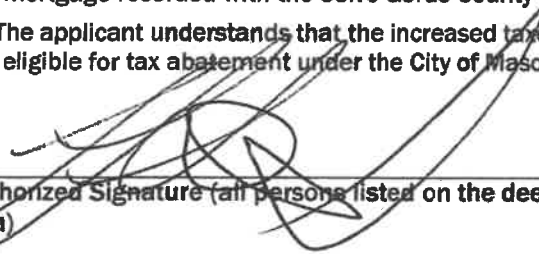
1. I (we) authorize the City of Mason City to research the proposed project and obtain credit reports (if necessary) for the reasonable evaluation of this application. I (we) will provide necessary information needed by the City of Mason City to perform the research or to obtain a credit report. Personal 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)

1-24-26
Date

President

Title (owner, agent, etc.)


Authorized Signature

1/24/2026
Date

Vice President

Title (owner, agent, etc.)

Office Use Only:

Date/Time Received: 1/26/26

Received by: Regina Card



PAJICTUCKPOINTING LLC

Owner:

720 Allen St

Zahid Pajic

Waterloo, IA 50702

Bid of Year:2026 :

CONTRACT

Between

PAJIC TUCKPOINTING LLC

01/12/26

Zahid Pajic

Manager

And

Tickal Family Enterprises	<u>Project Address</u>
Michael Tickal	221 North Federal
	Mason City, IA 50401

Work to be done on this project: North Side

Power wash
Tuckpointing 70% damages mortar joints
Caulk all movement cracks,
Caulk all windows
Caulk all stone to stone joints

After this project has been inspected and accepted by the Owner, an invoice will be mailed and payment shall be made within 10 days of the invoice date, unless other arrangements have been made.

Price of project: 34,650.00

Signature of Building Owner or Manager

Mo/Day/Yr

pajictuckpointingllc@yahoo.com



POWER WASHING

PRODUCTS

Clean potable water

EQUIPMENT

Power wash sprayer with 25 degree nozzle

EXECUTION

1. Pressure spray equipment shall not exceed 2.00 psi and a 25 degree nozzle for diffusion of the spray steam shall be used
2. Exterior brick masonry surfaces will be washed with pressurized water supply.
3. Power Washing is specified to remove surface dirt and foreign materials from brick masonry surfaces.
The intent of this specification is not to substantially change the appearance of the masonry, but to remove such surface staining as can be removed without use of chemicals or abrasives.
4. All necessary shields, barriers, glass protections or other precautions to properly execute this work without damage to the surrounding area will be supplies.



TUCKPOINTING DAMAGED MORTAR JOINTS

PRODUCTS

Type N masonry cement
Sand
Mortar color cement
Potable water

EQUIPMENTS

Pneumatic or electric grinder
Hammer and chisel
pneumatic hammer and point
Hand held masonry tools

EXECUTION

1. Carefully inspect for defective mortar joints. Defective joints are those with missing, badly deteriorated, or broken materials. Joints with fine hairline or shrinkage cracks, but which are otherwise sound, are not defective.
2. Remove mortar materials from defective joints areas to a depth of at least one-half inch, or as deep as necessary to expose sound, unweathered mortar.
3. Dampen joints prior to commencement of pointing to assure proper bond between new and existing mortar.
4. Mix new mortar at the job site to match as closely as possible the color and texture of existing mortar.



Caulk stone to stone Joints

PRODUCTS

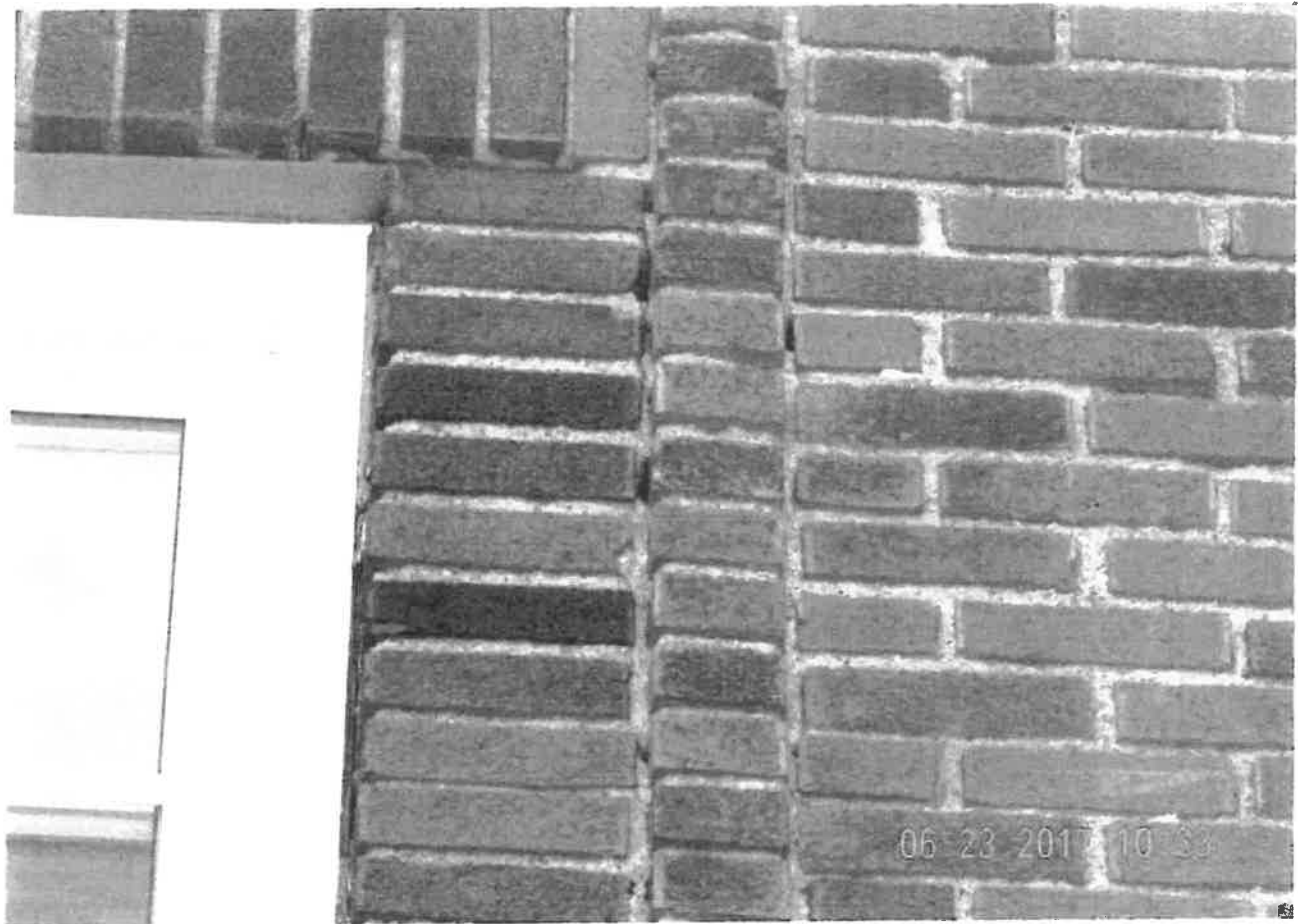
Gun grade, 1-part polyurethane sealant
 Sonneborn NP1 or equal
 Backer rod
 Closed cell rod
 Sonnoborn soft backer rod

EQUIPMENT

Power caulk cutter
 Hammer and chisel
 4,5" electric grinder
 Caulking applicator

EXECUTION

Clean construction joints surfaces of old caulk, dirt, moisture, and other materials. Prevent damage to surrounding materials, especially where caulk is removed. Control the joint depth where needed by inserting backer-rod. The minimum width of $3/8"$ shall be met for all caulked joint. Install the caulk flush and finish by hand to create a void-free, fully adhered bond.



INSTALL FLEXIBLE CAULK IN THE DEFECTIVE, PREVIOUSLY CAULKED JOINTS AROUND THE PERIMETER OF ALL THE WINDOWS

PRODUCTS

Gun grade, 1-part polyurethane sealant
Becker rod ,Closed sell rod
Sonofoam soft backer-rod

EQUIPMENT

Power caulking cutter
Hammer end chisel
Caulking applicator

EXECUTION

Clean joints surfaces of old caulk, dirt, moisture, and other materials from the defective, previously caulked joints around the perimeter of all the windows, doors. Prevent damage to surrounding materials, especially where caulk is removed from brick masonry surfaces. Control the joints depth required by the manufacturer for the joint width. The minimum width of $\frac{3}{8}$ " shall be met for all caulked joints. Install the caulk flush by hand to create a void-free, fully adhered bond.



**CLEAR LAKE
BANK & TRUST^{CO.}**
A FULL SERVICE BANK MEMBER FDIC

100 East State Street
Mason City, IA 50401
(641) 423-2457
www.clearlakebank.com

January 27, 2026

Tickal Family Enterprises LLC
221 N Federal Ave
Mason City, IA 50401

RE: Available Funds

To Whom It May Concern:

Please accept this letter as confirmation that Tickal Family Enterprises LLC has the needed funds available to match the \$30,000 Downtown Revitalization Loan (DoRL) for the building located at 221 N Federal Ave Mason City, IA 50401.

If you should have any questions, please contact me directly at 641-428-9408 or mbloomingdale@clearlakebank.com.

Thank you.

Sincerely,

Mike Bloomingdale
Asst. Vice President
Clear Lake Bank and Trust Company

From: [Regina Card](#)
To: [Steven Van Steenhuyse](#)
Subject: FW: Oak Leaf Comics-Tickal Family Enterprises, LLC DoRL Application Assessment
Date: Friday, January 30, 2026 8:05:59 AM

This is an estimated increase of \$16,040.00. I'll work with the Committee to hopefully get a meeting scheduled.

Gina

From: Tara Brueggeman <tbrueggeman@cerrogordo.gov>
Sent: Thursday, January 29, 2026 4:26 PM
To: Regina Card <rcard@masoncity.net>
Subject: Re: Oak Leaf Comics-Tickal Family Enterprises, LLC DoRL Application Assessment

Thanks for the clarification.

I would estimate the work described in the application would increase the assessed value to \$378,280 from \$362,240.

If you need anything else, let me know.

Tara Brueggeman ICA-RES-AAS

City Assessor

Mason City Assessor's Office

P: 641-421-3031 F: 641-421-3091

<http://www.masoncityassessor.net/>

From: Regina Card <rcard@masoncity.net>
Sent: Thursday, January 29, 2026 4:19 PM
To: Tara Brueggeman <tbrueggeman@cerrogordo.gov>
Subject: RE: Oak Leaf Comics-Tickal Family Enterprises, LLC DoRL Application Assessment

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

That's correct

From: Tara Brueggeman <tbrueggeman@cerrogordo.gov>

Sent: Thursday, January 29, 2026 4:01 PM

To: Regina Card <rcard@masoncity.net>

Subject: Re: Oak Leaf Comics-Tickal Family Enterprises, LLC DoRL Application Assessment

I'm almost done with this. I just want to verify, this estimate is only for 07-10-104-001-00, correct?

From: Regina Card <rcard@masoncity.net>

Sent: Wednesday, January 28, 2026 10:07 AM

To: Tara Brueggeman <tbrueggeman@cerrogordo.gov>

Subject: Oak Leaf Comics-Tickal Family Enterprises, LLC DoRL Application Assessment

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

Hi Tara,

Hope you're doing well. Attached you should find the packet for a DoRL application submitted by Mike Tickal for proposed work at 221 N. Federal Ave. If you could please review the info. in the packet and let me know how much of an increase in value it might be, we would appreciate it.

Thank you!

Best,

Regina Card

Administrative Assistant to

Development Services

10 1st St. NW, Mason City, IA 50401

rcard@masoncity.net / masoncity.net

Phone: 641-421-3626

Fax: 641-421-3629



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MINUTES
Forgivable Loan Review Committee
Microsoft Teams Meeting
Friday, February 6, 2026, at 2:00 PM

Item 1: Call to Order and Roll Call

The meeting was called to order at 2:00 PM

Committee members present: Randy Kibbee, Kelly Helgeland, City Finance Director- Brent Hinson, City Planner Ella Philips, Director of Development Services- Steven Van Steenhuyse, & Administrative Assistant to Development Services- Regina Card

Item 2: DoRL Application(s)

Oak Leaf Comics – 221 N. Federal Ave.

The Forgivable Loan & Grant Review Committee reviewed the application for a DoRL loan in the amount of **\$17,325.00**. The applicant requested funds to replace all windows and retail doors in the building.

The application shows this request is matched by funds on account with Clear Lake Bank & Trust. The total project cost is **\$34,650.00**.

Van Steenhuyse informed the Committee that Mr. Tickal had a previous DoRL for the side of the building and that the Mortgage should be able to be released and Staff will begin that process.

The Committee members gave their individual scores & recommendations for the proposed work. The Committee reviewed their scores. The highest score was 36; the lowest was 29. To be eligible, the project must average at least 28 points. The average score was 32.5.

Hinson moved to recommend funding the application. **Kibbee** seconded. All ayes. The project will be forwarded to the City Council.

Item 3: Other Business

None.

Item 4: Adjourn

The meeting adjourned at 2:08 PM.

RESOLUTION NO. 26 –

A RESOLUTION AUTHORIZING APPROVAL OF A FORGIVABLE
LOAN TO TICKAL FAMILY ENTERPRISES, LLC FOR THE REHA-
BILITATION OF 221 NORTH FEDERAL AVENUE IN CONJUNC-
TION WITH THE DOWNTOWN REVITALIZATION LOAN PRO-
GRAM

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, Tickal Family Enterprises LLC has applied for a forgivable loan in
the amount of \$17,325 for the rehabilitation of 221 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 \$17,325 for the re-
habilitation of 221 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 17th day of March 2026

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



**DEVELOPMENT
SERVICES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: March 11, 2026
RE: Addendum #1 to the Purchase and Sale Agreement with Horizon Development Group re: Encore Senior Living

Recommendation:

Staff respectfully requests approval of the resolution approving Addendum #1 to the Purchase and Sale Agreement between the City and Horizon Development, Inc., for the Northbridge Site.

Review:

In November 2024, the City Council authorized Staff to negotiate a Purchase and Sale Agreement with Horizon Development Group to develop a senior housing project on City-owned land just north of the Fareway Store on Northbound US 65, known as the "Northbridge Site." As a result of Mason City's designation as an Iowa Thriving Community, the City sought proposals from developers for a Low-Income Housing Tax Credit project to be developed on the Northbridge Site. Horizon's project was chosen over four other proposals. They intend to build a 45-unit low-income senior housing project with underground parking.

Staff worked with the City's and Horizon's attorneys to draft a Purchase and Sale Agreement (PSA) to allow sale of the property after Horizon obtained investors and funding. In February 2025, the City Council approved a Purchase and Sale Agreement with Horizon. The project, named "Encore Senior Living," is expected to start construction next fall.

Addendum #1: Section 16 of the approved PSA states that, at least 30 days prior to closing, Horizon and the City would enter into a separate Development

Agreement. As Staff has reviewed the PSA, along with approval of the site plan for the project through the Development Review Committee, we are satisfied that there are no additional conditions necessary beyond the commitments in the PSA and the site plan approval. Horizon has submitted an Addendum #1 to the PSA that deletes Section 16 in its entirety.

In addition, the PSA states that closing on the sale to Horizon would take place on or before April 1, 2026. Projects funded with Low-Income Housing Tax Credits have a very complicated funding scheme, and it has taken some time to finalize commitments and close funding gaps. As a result, Addendum #1 also includes an amendment to Section 20 of the PSA to move the closing date to September 1, 2026. Staff feels that this is a reasonable request. We are confident that this project will move forward and result in a quality new housing option for low-income seniors.

Budget Impact:

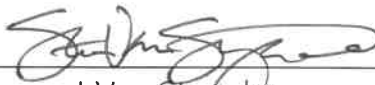
There is no impact to the operating budget resulting from this approval.

Council Action Requested:

Staff requests approval of the resolution approving Addendum #1 to the Purchase and Sale Agreement between the City and Horizon Development, Inc., for the Northbridge Site.

Attachments:

1. Addendum #1



Steven J. Van Steenhuyse
Director of Development Services



Reviewed and Recommend Approval

ADDENDUM #1 TO OFFER TO PURCHASE

THIS ADDENDUM #1 TO OFFER TO PURCHASE (the "Addendum") is made and entered into effective on the date of the last signature below, by and between CITY OF MASON CITY ("Seller"), and HORIZON DEVELOPMENT GROUP, INC., ("Buyer") (Seller and Buyer are sometimes hereinafter collectively referred to as the "parties" or the "Parties" and are sometimes hereinafter singularly referred to as a "party" or a "Party").

RECITALS

WHEREAS, Seller and Buyer entered into that certain Offer to Purchase dated February 13, 2025 (the "Agreement"), for the purchase and sale of the properties identified as Cerro Gordo County Parcel Nos. 070335601500, 070335601600, and 070335601700 with approximate legal description of "LOT ONE (1) IN BLOCK TWO (2) IN THE NORTHBRIDGE FIRST SUBDIVISION, MASON CITY IOWA and THE WEST SIXTEEN AND ONE-HALF FEET (16.5') OF LOT FOUR (4), LOT FIVE (5), AND THE EAST SIXTEEN AND ONE-HALF FEET (16.5') OF LOT 6 IN BLOCK FORTY-ONE (41) IN THE RAILROAD ADDITION TO MASON CITY, IOWA," in Mason City, Iowa 50401 (the "Property").

WHEREAS, Seller and Buyer desire to incorporate this Addendum into the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, agreements, covenants and conditions herein contained, and other good and valuable consideration, Seller and Buyer agree as follows:

1. Section 16 of the Agreement is hereby deleted in its entirety.
2. Section 20 of the Agreement is hereby deleted in its entirety, and the following is substituted in its place:

"20. Closing. Provided that all Buyer Contingencies and Seller Contingencies are removed, waived, or satisfied, the consummation of the transaction contemplated under this Agreement ("Closing") will take place at a location to be agreed upon by the Parties, on or before September 1, 2026, or on another date agreed to in advance and in writing by both Parties (the "Closing Date").

3. All other items in the Agreement will remain the same.

NOW, THEREFORE, THE PARTIES TO THIS ADDENDUM #1 TO OFFER TO PURCHASE DO AGREE TO ITS TERMS AND CONDITIONS AND SIGNIFY THEIR AGREEMENT WITH THEIR SIGNATURES BELOW:

HORIZON DEVELOPMENT GROUP, INC.
or its Assigns

CITY OF MASON CITY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. 26 –

A RESOLUTION APPROVING ADDENDUM NO. 1 TO
THE OFFER TO PURCHASE RELATED TO THE PUR-
CHASE AND SALE AGREEMENT WITH HORIZON
DEVELOPMENT, INC. (NORTHBRIDGE SITE)

WHEREAS, the City Council of the City of Mason City, Iowa did
adopt Resolution No. 25-18 on the 4th day of February 2025, approving a Purchase
and Sale Agreement with Horizon Development, Inc., for sale and development of
parcels 070335601500, 070335601600, and 070335601700 (Northbridge Site), and

WHEREAS, Addendum No. 1 is necessary.

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

Section 1: That the attached Addendum No. 1 to the Offer to Purchase
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 17th day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



**FINANCE
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Rachel VanHauen, Grant Administrator
Through: Brent Hinson, Finance Director
Date: March 12, 2026
RE: Community Crisis Response Team – BJA FY25 Public Safety and Mental Health Initiative Grant Application

Recommendation:

Approve the submittal of an application for a BJA FY25 Public Safety and Mental Health Initiative Grant Application to support the Community Crisis Response Team.

Review:

Iowa has seen a significant rise in behavioral health issues, with the state ranking fourth in the nation for the increase in mental health issues since 2022. Up to 20% of calls to law enforcement are related to behavioral health crises. This leads to increased demands on law enforcement and challenges for responding law enforcement due to the complexities and time needed to address people in need.

The Community Crisis Response team workgroup is comprised of Mason City Police and Fire Departments, Cerro Gordo County Sheriff and Public Health Departments, Cerro Gordo County Board of Supervisors, 43 North Iowa, Eyerly Ball, and Prairie Ridge.

The goals of the project are to:

- 1) Reduce stress on the current system with improved retention rates in the local police force, fire department, sheriff's office, and EMS team
- 2) Improve overall safety for the Cerro Gordo Community with more targeted interventions.
- 3) Improve community knowledge of mental health and substance abuse services
- 4) Create efficient and meaningful partnerships where all stakeholders cooperate to solve local issues.
- 5) Streamline the process to connect persons in crisis to local services.

The Pilot Project began operating in October 2025. It staffs one member from each 43 North Iowa and Prairie Ridge for 12 hours per day to be 'on call' to assist law enforcement to work with each person in crisis to connect them to local services. This allows law enforcement to continue on to the next call knowing the citizen has an

option of transport to the Emergency Department, Crisis Stabilization, Prairie Ridge, or Mobile Crisis.

The anticipated outcomes of the program are:

- De-escalation of high-stress situations with trained professionals to calm tense scenarios
- Decreased on-site service response time for persons experiencing a crisis
- Improved outcomes for individuals in crisis using a specialized team trained in social work and mental health to connect people to resources
- Reduced reliance on law enforcement with non-criminal emergencies
- Lower incarceration rates with diversion to appropriate care
- Increased community trust with those served and the community
- Economic savings preventing unnecessary arrests, hospitalizations, legal costs, etc.

The grant funds we are seeking would continue the program and allow it to be funded for 24 hours a day.

Budget Impact:

The City is requesting \$3,000,000 from the BJA FY25 Public Safety and Mental Health Initiative Grant to fund continued support and expansion of services for the Crisis Community Response Team. There is a match requirement of \$1,666,667 over three years that will be covered by secured grants through Cerro Gordo Public Health.

Council Action Requested:

Approve resolution approving submittal of a BJA FY25 Public Safety and Mental Health Initiative Grant.

Attachments:

- Proposed resolution
- Certification by the Chief Executive Officer



Rachel VanHauen, Grant Administrator



Reviewed and Recommend Approval

Appendix 1

U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS

Certification by the Chief Executive Officer (or senior official) of the Applicant Government

On behalf of the applicant named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief executive officer of the State or local government ("the jurisdiction") of which the applicant entity named below is a part (or a senior official of the jurisdiction, with the legal authority to bind the same), I have received appropriate legal advice as to this certification, and I have the authority to make this certification on my own behalf as chief executive officer (or senior official) and on behalf of the jurisdiction and the applicant entity. I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed (or have received pertinent legal advice concerning) 8 U.S.C. §§ 1373(a) & (b) and 1644, including the prohibitions on certain actions by State and local government entities, agencies, and officials regarding information on citizenship and immigration status.
- (3) I (and the applicant entity) understand that, for purposes of this certification, the term "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (*see* 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 42 U.S.C. § 901(a)(2)).
- (4) I (and the applicant entity) assure that the applicant entity (and its officials and other personnel) will comply with 8 U.S.C. §§ 1373 and 1644 in any "program or activity" receiving federal financial assistance under any award made by OJP pursuant to this application. I further certify that any subrecipient (at any tier) of such federal financial assistance (and its officials and other personnel) will also comply with 8 U.S.C. §§ 1373 and 1644.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 34 U.S.C. § 10271 or under 18 U.S.C. § 1001 or 1621, and may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729–3730 and §§ 3801–3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive Officer (or senior official) of the Applicant Government

Date of Certification

John P Lee

Mayor

Printed Name of Chief Executive Officer (or senior official)

Title of Chief Executive Officer (or senior official)

Mason City Police Department – Mason City, Iowa

Name of Applicant Government Entity

RESOLUTION NO. 26 -

A RESOLUTION AUTHORIZING THE SUBMISSION AND EXECUTION UPON APPROVAL OF A BJA FY 25 PUBLIC SAFETY AND MENTAL HEALTH INITIATIVE GRANT FOR THE COMMUNITY CRISIS RESPONSE TEAM.

WHEREAS, BJA establishes the Public Safety and Mental Health Initiative and has announced funding availability under said Program, and

WHEREAS, the City is an eligible applicant with a proven track record of successfully implementing funding under said Program, and

WHEREAS, the City Council has reviewed the request and found it to be in the best interest of the City, and

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

Section 1: That the Mayor and City staff are hereby authorized and directed to prepare and submit a BJA FY 25 Public Safety and Mental Health Initiative Grant for the Community Crisis Response Team.

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

PASSED AND APPROVED this 17th day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



**PUBLIC WORKS
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Jim Collins, Public Works Director
Date: 3/17/2026
RE: Newman Trail Resurface

Recommendation:

Staff respectfully request that the City Council approve resurfacing the Newman Trail that runs along 19th Street SW from S McKinley Avenue to S Taft Avenue at the March 17, 2026, Council Meeting.

Review:

The trail has reached the end of its serviceable life and staff recommend that it be resurfaced. A bid has been received to resurface the entire 1374-foot run from S Taft Avenue to S McKinley Avenue at a cost of \$19,599 from Heartland Asphalt company.

Budget Impact:

None. This cost would be covered under the CIP Trail Maintenance Program.

Council Action Requested:

Staff request City Council approval of the Newman Trail Resurface project at the March 17, 2026, Council Meeting.

Attachments:

Map and Heartland Proposal.

Jim Collins

Jim Collins, Director of Public Works

Aaron Burnett

Reviewed and Recommend Approval

PROPOSAL / CONTRACT



2601 S. FEDERAL AVENUE
MASON CITY, IA 50401
OFFICE : 641-424-1733
FAX : 641-424-0334

Job No.
Date February 26, 2026
Sheet No.
P. O. #

OWNER:

Name:	City of Mason City		
Street:	10 First St NW		
City:	Mason City		
State:	IA.	Zip:	50401
Phone:	(641) 420-9034	Fax:	-

WORK TO BE PERFORMED AT:

MC 19th St. Newman Trail Overlay 2026	
Street:	19th St trail from S. Taft Ave to S. McKinley Ave
City:	Mason City State: IA.
Contact Person:	Matt Sberal
Home Phone or Other:	(641) 420-9034
E-Mail Address:	msberal@masoncity.net

Heartland Asphalt Inc. (Contractor) proposes to furnish the following described work, labor, materials and/or equipment in connection with construction or improvements as specified below.

Scope of Work: Overlay existing 19th St Trail (Newman Section) with a 1.5" Asphalt Mat

- 1.) Blade back edges of vegetation. Clean and tack existing asphalt surface prior to overlaying.
- 2.) Surface mill 1.5" Header joints at all Trail tie-ins. Grind down any existing bumps in trail prior to overlay.
- 3.) Furnish and Install a 1.5" Asphalt Overlay consisting of HMA 1/2" (ST) mix. compacted in place

19th St Trail (Newman section) from Taft Ave to McKinley (1,374' x 10' = 1,527 SY)

1.)	Furnish and Install 1.5" Asphalt Overlay	139 ton @	\$ 141.00 / ton =	\$ 19,599.00
Total Cost:				\$ 19,599.00

Notes: Final Cost will be based on actual quantities of work completed per item.

See Attached Drawing for proposed design layout and more details.

City responsible for any Tree Trimming or dirt backfilling along edges of the trail.

Does NOT include Sales Tax. City must supply Iowa Construction Sale Tax Exemption certificate.

If any necessary Permits are needed they will be the responsibility of the City.

Heartland NOT responsible for damage to Curb & Sidewalk at access points from construction traffic.

Price and Scheduling of Work is based on doing with other work when in Town.

Warning: Existing cracks will eventually reflect back through the overlay. Reflective cracking is NOT covered by warranty. We highly recommend crack filling when this happens for future pavement preservation.

All material is guaranteed to be specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of:

Dollars \$ 19,599.00

with payments made as follows: Net upon completion of work unless otherwise noted.

1 1/2 % per month interest on Balance Past Due.

Any alteration or revision from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and any other insurance upon above work.

Note: Proposal is for work to be done in 2026 Construction Season ONLY, may be withdrawn by us if not accepted within 30 days!!!

Heartland Asphalt Inc.

Date: February 26, 2026

By: Chris Jessen, P.E.

Project Manager

Chris Jessen, P.E.

title

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Payment will be made as outlined above.

Date: _____

Signature _____

Signature _____



RESOLUTION NO. 26 –

A RESOLUTION MAKING AWARD OF CONTRACT TO
HEARTLAND ASPHALT COMPANY OF MASON CITY,
IOWA FOR THE RESURFACING OF THE NEWMAN
TRAIL (19TH STREET SW TRAIL FROM SOUTH TAFT
AVENUE TO SOUTH MCKINLEY AVENUE)

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

Section 1: That the contract for the resurfacing of the Newman Trail
(19th Street SW Trail from South Taft Avenue to South McKinley Avenue), be and
is hereby accepted as follows:

Contractor:	Heartland Asphalt Company
of:	Mason City, IA
Amount of Proposal:	19,599.00
Portion of Project:	Scope of the project

Section 2: That the Mayor is authorized and Clerk hereby directed to
execute a contract for said services, said contract not to be binding on the City until
approved by this Council.

PASSED AND APPROVED this 17th day of March, 2026

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



**Public Works
Department**

Memorandum

To: Aaron Burnett, City Administrator
From: Jim Collins, Public Works Director
Date: March 17, 2026
RE: Mason City WRF Improvements – Bid Results

Recommendation:

It is recommended the City Council accept the bids and award a contract to Staab Construction Corporation of Marshfield, WI in the amount of \$45,627,000.00 for the Water Reclamation Facility (WRF) Improvements project.

It is further recommended that the City Council approve the attached Change Order No. 1 for the project. This change order provides a cost reduction in the amount of \$5,753,837.00. The new construction contract total for the project is \$39,873,163.00.

Review:

The City of Mason City is required by the Iowa Department of Natural Resources (IDNR) to complete improvements to the Mason City WRF for nutrient reduction by October 1, 2027. Bids for the Mason City WRF Improvements project were opened on February 18th, 2026. Four bids were received and are summarized below:

Staab Construction Corporation of Marshfield, WI - \$45,627,000.00
Journey Construction of Sioux Falls, SD - \$48,500,000.00
Henkel Construction Company of Mason City, IA - \$55,620,000.00
Sentry, LLC of Watertown, SD - \$57,857,780.62

The low bidder was Staab Construction; however the bid is above the Engineer's opinion of probable cost of \$33,800,000.00. When a bid is significantly higher than the cost opinion there are several questions that need to be considered by the Council when deciding to award the contract.

1. Why is the bid higher?
2. Can the City negotiate a lower price or remove items from the project?
3. Did the City receive enough competition for the project?
4. If the project is re-bid will prices go down?
5. Is this project needed now or can it wait?

1. Why is the bid higher?

The construction cost opinion was \$33,800,000. Traditional expectations in developing preliminary construction cost is to be within 10% of the actual bid prices. Actual prices are approximately 33% higher. Based on discussions with WHKS staff and the low bidder, several factors have contributed to the higher bid.

In general, construction costs have seen significant increases over the past several bidding seasons. WHKS has discussed the project with the contractors and suppliers who bid the project. All have stated that bids for this type of work are seeing increases of 20-40% or more and the current bidding climate is volatile. Overall market inflation has resulted in an increase in material costs and labor shortages have resulted in an increase in installation costs.

2. Can the City negotiate a lower price or remove items from the project?

The City can modify the project after bidding via change order to remove items from the scope of the project. City and WHKS staff have met extensively with the low bidder over the past several weeks to identify potential cost savings.

Based on those discussions, WHKS and the low bidder have identified several changes that would reduce the project cost. These changes include the following:

- Value engineering of various materials changes for piping / railings / conductors as proposed by the low bidder
- Eliminate painting of aeration basin structures and repainting of various interior walls of existing buildings
- Eliminate several aspects of the project associated with age and condition replacement of existing equipment
- Eliminate site restoration (asphalt paving, seeding, etc.)
- Modify demolition of proposed trickling filter structures and associated yard piping

Change Order No. 1 (see attached) reflects the cost-saving items identified for the project. The total cost reduction within Change Order No. 1 is \$5,753,837.00. It should be noted that scope reduction items within the change order are still considered to be necessary for the long-term operation of the WRF but are intended to be deferred to a separate project (or projects) at a later date. We plan to include these items in our Capital Improvement Planning timeline within the next 3-5 years.

3. Did the City receive enough competition for the project?

This project was advertised appropriately through an electronic bidding platform for plan distribution and bidding. In addition, direct solicitations (via e-mail and phone) to known contractors in the wastewater industry were made by WHKS. Lastly, notice of the project's bidding details were provided by the City and published in the local newspaper.

Four (4) bids were received for the project. Typical wastewater projects in northern Iowa see 1-3 bidders on a project. A total of eleven (11) prime bidders investigated the project and/or were listed on the plan holders list.

Discussions with the bidders after the bid opening revealed no significant uncertainties or areas of the project scope that required clarification. Our conclusion is the project scope provided a competitive bidding atmosphere with adequate competition.

4. If the project is re-bid will prices go down?

This project contains only essential items and doesn't include any items (outside of those identified above) that could be cut or delayed. The pool of potential bidders is unlikely to increase if the project is re-bid. After significant discussions with WHKS staff, we feel that this project will not decrease in price if re-bid and would likely increase in total cost.

5. Is this project needed now or can it wait?

The City is mandated by the Iowa Department of Natural Resources (IDNR) to complete this project as part of the State of Iowa's nutrient reduction strategy. The City's operating permit for the WRF includes a compliance schedule to make the necessary facility improvements to meet these nutrient reduction requirements. The City would be in violation of the WRF's operating permit if these nutrient reduction improvements are not made as scheduled or would need to request a compliance schedule extension from the IDNR.

This project has been identified as a priority by City personnel. If this project is delayed, the City will not meet their current operating permit requirements and the cost for the operation and maintenance of the WRF is expected to continue to increase as more wear and corrosion occur to the existing treatment equipment.

Budget Impact:

The City is on the State Revolving Fund (SRF) Intended Use Plan (IUP), to provide low interest loan funding for the project. In addition to SRF funding, the City has obtained \$500,000 in grant money through the Wastewater and Drinking Water Treatment

Financial Assistance Program (WTFAP) and will be applying for a supplemental low interest loan through the Water Quality Financing Program (WQFP).

Based on discussions with Iowa Finance Authority staff, the proposed project will be eligible for up to \$17,500,000 of loan funding through the WQFP. Interest rates through the WQFP are approximately one-half the rate of traditional SRF loan funding, resulting in significant savings for the City over the life of the loan. Applications for this round of WQFP funding are due at the end of March.

Council Action Requested:

It is recommended the City Council accept the bids and award a contract to Staab Construction Corporation of Marshfield, WI in the amount of \$45,627,000.00 for the Water Reclamation Facility (WRF) Improvements project.

It is further recommended that the City Council approve the attached Change Order No. 1 for the project. This change order provides a cost reduction in the amount of \$5,753,837.00. The new construction contract total for the project is \$39,873,163.00.

Jim Collins

Jim Collins, Public Works Director



Reviewed and Recommend Approval

1412 6th Street SW, P.O. Box 1467
Mason City, IA 50402-1467
Phone: 641.423.8271
Fax: 641.423.8450
Email: masoncity@whks.com
Website: www.whks.com



CHANGE ORDER

CHANGE ORDER NO.: 1 PROJECT NO.: 8328.10

PROJECT NAME: Mason City Water Reclamation Facility (WRF) Improvements

LOCATION: Mason City, Iowa

CONTRACTOR: Staab Construction Corporation

ADDRESS: 1800 Laemle Ave, Marshfield WI 54449

TO CONTRACTOR:

You are hereby ordered to make the following change(s) in the plans and/or specifications for the above designated project:

1. Description of change(s) to be made:

a) Value engineering and scope reduction items as identified in WHKS email to City Staff dated March 11th, 2026 and generally described as follows:

- Delete allowance for internet-based submittal service
- Modify yard piping removals to only remove what is necessary to complete structure removals and installation of proposed yard piping
- Delete washing of trickling filter rock media (to be performed by City) during demolition
- Materials modifications for select support beams, railings, yard piping, and process piping / fittings / accessories
- Modify joint restraint requirements for proposed yard piping installation
- Modify temporary electrical service requirements / sequencing
- Modify medium voltage switchgear / transformer improvements
- Delete painting of aeration basin walls and re-painting of interior walls for Buildings 20, 40, and 65
- Delete clearing / grubbing of project area (to be performed by City)
- Delete pavement restoration, seeding, and landscaping (to be performed by City)
- Delete installation of proposed Centrate Lift Station and associated interior and yard piping
- Delete proposed Garage Addition (Building 130)
- Delete replacement of existing primary clarifier equipment
- Delete replacement of existing primary sludge and scum pumping equipment
- Delete proposed Digester Building improvements, including replacement of existing heat exchanger equipment, sludge pumping equipment, and HVAC improvements
- Modify demolition requirements for trickling filter structures, Pump Station No. 2 (Building 55), and Sludge Mixer Building (Building 115)

2. Reason for ordering change:

- a) Cost savings measure as requested by Owner.

3. Settlement for the cost of the above change is to be made as follows:

- a) Contract price of the project shall be decreased by \$5,753,837.00.

1412 6th Street SW, P.O. Box 1467
Mason City, IA 50402-1467
Phone: 641.423.8271
Fax: 641.423.8450
Email: masoncity@whks.com
Website: www.whks.com



4. This change order increases the contract time by 0 working days.

5. Summary of Costs:

Original Contract Price	\$ 45,627,000.00
Net decrease of this Change Order	\$ 5,753,837.00
Total increase of Previous Change Order(s)	\$ 0.00
Total decrease of all Change Orders to Date	\$ 5,753,837.00
Total Revised Contract Price to Date	\$ 39,873,163.00

Agreed to by:

Owner's Authorized Rep.	Title	Date
-------------------------	-------	------

Agreed to by:

Contractor's Authorized Rep.	Title	Date
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Recommended by:

Engineer	Title	Date
----------	-------	------

RESOLUTION NO. 26 –

RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATED COST FOR THE
“MASON CITY WATER RECLAMATION FACILITY IM-
PROVEMENTS”

WHEREAS, on the 6th day of January, 2026, plans, specifications,
form of contract and estimated cost were filed with the City Clerk of Mason City,
Iowa, for the “Mason City Water Reclamation Facility Improvements”, and

WHEREAS, notice of hearing on plans, specifications, form of con-
tract, and estimated cost was published as required by law;

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

Section 1: That the said plans, specifications, form of contract and es-
timated cost are hereby approved as the plans, specifications, form of contract and
estimated cost for said improvements for said project.

PASSED AND APPROVED this 17th day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

Mason City Water Reclamation Facility Improvements

Owner: Mason City, Iowa

Solicitor: WHKS & Company

2/18/2026 @ 10:00 AM

Item Description	Unit	Quantity	Staab Construction	Journey Construction	Henkel Construction	Sentry
Lump Sum Base Bid	LS	1	\$45,627,000.00	\$48,500,000.00	\$55,620,000.00	\$57,857,780.62
Adjustment Price 1 (included in Base Bid)	CY	2,600	\$208,000.00	\$145,600.00	\$234,000.00	\$111,540.00
Adjustment Price 2 (included in Base Bid)	CY	300	\$78,000.00	\$136,500.00	\$105,000.00	\$132,354.00
Base Bid Total			\$45,627,000.00	\$48,500,000.00	\$55,620,000.00	\$57,857,780.62

RESOLUTION NO. 26 –

A RESOLUTION MAKING AWARD OF CONTRACT TO
STAAB CONSTRUCTION CORPORATION OF MARSH-
FIELD, WISCONSIN FOR THE “MASON CITY WATER
RECLAMATION FACILITY IMPROVEMENTS

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

Section 1: That the contract for “Mason City Water Reclamation Fa-
cility Improvements”, be and is hereby accepted as follows:

Contractor:	Staab Construction Corporation
of:	Marshfield, WI
Amount of Proposal:	\$45,627,000.00
Portion of Project:	Scope of the project

Section 2: That the Mayor is authorized and Clerk hereby directed to
execute a contract for said services, said contract not to be binding on the City until
approved by this Council.

PASSED AND APPROVED this 17th day of March, 2026

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

RESOLUTION NO. 26 –

A RESOLUTION APPROVING CHANGE ORDER #1 WITH
STAAB CONSTRUCTION CORPORATION OF MARSH-
FIELD, WISCONSIN FOR THE “MASON CITY WATER
RECLAMATION FACILITY IMPROVEMENTS”

WHEREAS, the City Council of the City of Mason City, Iowa did
adopt a Resolution on the 17th day of March, 2026, awarding a contract to Staab
Construction Corporation of Marshfield, WI for the “Mason City Water Reclama-
tion Facility Improvements”, and

WHEREAS, a change order is necessary.

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

Section 1: That Change Order #1, a cost reduction in the amount of
\$5,753,837.00 (new contract total \$39,873,163.00) 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 17th day of March, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

**FINANCE
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Finance Director
Date: March 12, 2026
RE: 2026 G.O. Bonding- Hold Hearing on G.O. Loan Agreement & Adopt Pre-Levy

Recommendation:

Hold public hearing on a Not-to-Exceed \$3,875,000 General Obligation Loan Agreement and adopt pre-levy of \$777,812.

Review:

In the FY27 budget process, we are proposing a total of \$9,775,000 in G.O. bonding, as was discussed in the budget workshops. Details of the projects being funded in this manner are attached for reference.

In order to include the effect of this bond issuance in our debt levy for the FY27 budget, we need to do a "pre-levy" procedure prior to the adoption of the budget. If approved following hearing, this resolution would establish a pre-levy for the first portion of the G.O. issuances and allow this amount to be incorporated into our tax levy.

Budget Impact:

The proposed G.O. bonding is being proposed within a structure of the City's policy for Debt Service Levy and slightly declining percentage over time of the City's constitutional debt limit utilized.

Council Action Requested:

Hold hearing and then consider resolution adopting G.O. Loan agreement and adopting pre-levy.

Attachments:

Proposed Resolution.

List of Proposed Uses of Funds.



Brent Hinson, Finance Director



Reviewed and Recommend Approval

City of Mason City
FY27 CIP- G.O. Funded Purchases

2026A Tax-Exempt	Dept	Project			
<u>Dept</u>	<u>Code</u>	<u>Code</u>	<u>Project</u>	<u>Total Project</u>	<u>Budgeted Bonds</u>
Eng- Street	2101	27-017	Highway 122 Mercy Reconstruction	3,000,000.00	1,000,000.00
Eng- Street	2101	27-018	19th St SW Improvements	1,500,000.00	1,175,000.00
Eng- Street	2101	27-024	Penn Ave Street & Utility SWAP	1,450,000.00	500,000.00
O&M- Street	2101	27-033	Arborist High Ranger	370,000.00	370,000.00
Airport	2816	27-034	Reconstruct T-Hangar Pavement	340,000.00	102,000.00
Airport	2816	27-036	Runway 18/36 Pavement Rehab	6,000,000.00	300,000.00
Finance	6900	27-078	Mall Site Improvements	600,000.00	600,000.00
Debt Service Fund			Discount/Costs of Issuance		88,000.00
				13,260,000.00	4,135,000.00

Notes
Unified UR
Unified UR

Downtown UR

Bond Funds Rec'd 8/___

Bond Funds Rec'd 9/___

Bond Funds by Project

-

2026B Taxable

Dev Services	5401	27-057	EAB Tree Special Assessment Prog.	250,000.00	250,000.00	Spec As Abated
Dev Services	5401	27-059	Property Redevelopment	1,500,000.00	1,000,000.00	Downtown UR
Finance	6900	27-077	Conference Center Phase 1	2,900,000.00	2,900,000.00	Downtown UR
Debt Service Fund			Discount/Costs of Issuance		90,000.00	
				4,650,000.00	4,240,000.00	

Bond Funds Rec'd 8/___

Bond Funds Rec'd 9/___

Bond Funds by Project

-

2026C LOSST/GO

Rec- Golf	4350	27-048	Irrigation System	1,100,000.00	1,100,000.00	LOSST
Rec- Arena	4350	27-050	Arena Equipment	225,000.00	225,000.00	LOSST
Debt Service Fund			Discount/Costs of Issuance		75,000.00	
				1,325,000.00	1,400,000.00	

Bond Funds Rec'd 8/___

Bond Funds Rec'd 9/___

Bond Funds by Project

-

RESOLUTION NO. 26 -

RESOLUTION TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO A GENERAL OBLIGATION CORPORATE PURPOSE LOAN AGREEMENT AND PROVIDING FOR THE LEVY OF TAXES TO PAY GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2026A

WHEREAS, the City of Mason City (the "City"), in Cerro Gordo County, State of Iowa, proposed to enter into a general obligation corporate purpose loan agreement (the "Loan Agreement"), pursuant to the provisions of Sections 384.24A and 384.24(3)(t) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$3,875,000 for the purpose of paying the costs, to that extent, of (a) constructing street, water system, storm water drainage, sidewalk and sanitary sewer system improvements; (b) acquiring and installing street lighting, signage and signalization improvements; (c) undertaking improvements to the municipal airport; (d) acquiring and equipping street maintenance/public works vehicles; and (e) acquiring, demolishing and restoring abandoned, dangerous and dilapidated properties and funding nuisance abatement including the removal of diseased trees; and pursuant to law and duly published notice of the proposed action and has held a hearing thereon on March 17, 2026; and

WHEREAS, the City intends to enter into the Loan Agreement in the future and to issue General Obligation Corporate Purpose Bonds, Series 2026A (the "Bonds") in evidence of its obligations thereunder and anticipates that principal and interest will come due on the Bonds before July 1, 2027; and

WHEREAS, it is now necessary to make provision for the levy of a debt service property tax in the 2026-2027 fiscal year for the payment of such anticipated principal and interest;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Mason City, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Loan Agreement in the future and orders that Bonds be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" contemplated under Section 384.25 of the Code of Iowa.

Section 2. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax:

For collection in the fiscal year beginning July 1, 2026,
sufficient to produce the net annual sum of \$777,812.

provided, however, that at the time the Bonds are issued, the actual tax levy amounts required to pay the principal of and interest on the Bonds in each year shall be determined based upon the interest rate or rates at which the Bonds are issued, and this resolution shall be supplemented by a resolution of the City Council to provide for such actual and necessary tax levy amounts.

Section 3. A certified copy of this resolution shall be filed with the Cerro Gordo County Auditor and said Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Section 4. Further action with respect to the Loan Agreement and the Bonds is hereby adjourned to the City Council meeting on July 21, 2026.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved March 17, 2026.

Mayor

Attest:

City Clerk



**DEVELOPMENT
SERVICES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: March 11, 2026
RE: Public Hearing: Amendment #2 to the Southside Gateway Urban
Renewal Area Plan

Recommendation:

Staff respectfully recommends that the City Council convene a public hearing to consider Amendment #2 to the Southside Gateway Urban Renewal Plan. After closing the public hearing, Staff requests that the City Council approve Amendment #2.

Review:

The City Council approved a resolution setting this public hearing at their February 17 meeting. The City Council created the Southside Gateway Urban Renewal Area (URA) in 2016. With the designation of the property at 43rd Street SW and South Pierce Avenue as a Certified Site by the Iowa Economic Development Authority in 2015, there was increased interest in industrial development in the southern part of the city along the Avenue of the Saints. The URA contains large tracts of developable parcels; City water and sanitary sewer already serve many of these parcels. Amendment #1, adopted in 2019, added the Golden Grain Energy property to the Southside Gateway area.

The Golden Grain property has the city's highest property assessment, and the company continues to expand and invest in its facilities. They currently are planning a project involving fire protection improvements to their facilities and this project needs to be added to the Southside Gateway area to offer incentives. Please see the following memo on that development agreement for further details. The proposed amendment does not involve adding any new parcels to the urban renewal area.

Because this is an amendment and not creation of a new urban renewal plan, review and recommendation by the Planning and Zoning Commission is not required. On March 6, 2026, Staff held the required consultation with the Mason City School District

and Cerro Gordo County to discuss the amended plan and potential impacts on the other taxing entities. No one from either the County or School District attended, and no written comments were received.

Budget Impact:

Other than the legal costs of preparing the plan and proceedings, there is no immediate impact to the budget.

Council Action Requested:

Staff respectfully recommends that the City Council approve Amendment #2 to the Southside Gateway Urban Renewal Plan.

Attachments:

1. Amendment #2 to the Southside Gateway Urban Renewal Plan.
2. Proceedings by Dorsey & Whitney, LLP.



Steven J. Van Steenhuyse

Director of Development Services



Reviewed and Recommend Approval

CITY OF MASON CITY, IOWA

URBAN RENEWAL PLAN AMENDMENT NO. 2
MASON CITY SOUTHSIDE GATEWAY URBAN RENEWAL AREA

March, 2026

The Urban Renewal Plan (the “Plan”) for the Mason City Southside Gateway Urban Renewal Area (the “Urban Renewal Area”) of the City of Mason City, Iowa (the “City”) is being amended for the purpose of identifying a new urban renewal project to be undertaken therein.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project:

Name of Project: Golden Grain Energy, LLC Fire Protection Project

Date of Council Approval of Project: March 17, 2026

Description of Project and Project Site: Golden Grain Energy, LLC, (the “Company”) has proposed to undertake the construction of certain fire protection improvements (the “Project”) situated on certain real property (the “Property”) serving as the site of the City’s ethanol production facilities in the Urban Renewal Area.

It has been requested that the City provide financial assistance to the Company to assist the Company in paying the costs of the Project.

The costs incurred by the City in providing financial assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$10,000.

Description of Use of TIF for the Project: The City intends to enter into a development agreement with the Company with respect to the Project and to provide annual appropriation economic development payments (the “Payments”) to the Company thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$250,000, plus the Admin Fees.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$128,170,237</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed debt to be incurred in connection with this March, 2026 Amendment*:	<u>\$ 260,000</u>

*It is anticipated that some or all of the debt incurred hereunder may be made subject to annual appropriation by the City Council.

RESOLUTION NO. 26 -

RESOLUTION TO APPROVE URBAN RENEWAL PLAN AMENDMENT
NO. 2 FOR THE MASON CITY SOUTHSIDE GATEWAY URBAN
RENEWAL AREA

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Mason City, Iowa (the "City"), by prior resolution established the Mason City Southside Gateway Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment ("Amendment No. 2") to the Plan has been prepared which authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Golden Grain Energy, LLC (the "Company") in connection with the construction by the Company of certain fire protection improvements for its ethanol production facilities; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment No. 2 was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council conducted said hearing on March 17, 2026; and

WHEREAS, copies of Amendment No. 2, notice of public hearing and notice of a consultation meeting with respect to Amendment No. 2 were mailed to Cerro Gordo County (the "County") and the Mason City Community School District (the "School District"); the consultation meeting was held on March 6, 2026; and the County and the School District did not submit any written comments;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Mason City, Iowa, as follows:

Section 1. Amendment No. 2, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The projects proposed under Amendment No. 2 conform to the general plan for the development of the City;

B. The projects and initiatives proposed under Amendment No. 2 are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertakings under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved March 17, 2026.

Mayor

Attest:

City Clerk



**DEVELOPMENT
SERVICES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: March 11, 2026
RE: Public Hearing: Development Agreement with Golden Grain Energy, LLC

Recommendation:

Staff respectfully recommends that the City Council convene a public hearing to consider a Development Agreement with Golden Grain Energy, LLC. Upon closing the public hearing, Staff requests that the City Council approve the Agreement.

Review:

The City Council approved a resolution setting this public hearing at their February 17 meeting. Golden Grain plans to make a total investment of at least \$2,936,320, including design and construction of fire protection improvements. The scope of this work includes sitework and underground utilities, concrete, fire protection equipment, process insulation, electrical & controls, painting & sandblasting, and other closely related work. These improvements represent Golden Grain's continued significant investment in its facilities as the City's largest individual property taxpayer.

The agreement calls for up to a 10-year, 100% rebate of incremental taxes generated by the project, with a not-to-exceed amount of \$250,000 over the life of the agreement.

Budget Impact:

Other than the legal costs of preparing the plan and proceedings, there is no immediate impact to the budget. Rebate payments will be made solely by incremental taxes produced by the project.

Council Action Requested:

Staff respectfully recommends that the City Council convene a public hearing to consider a Development Agreement with Golden Grain Energy, LLC. Upon closing the public hearing, Staff requests that the City Council approve the Agreement.

Attachments:

1. Proposed Development Agreement.
2. Proceedings by Dorsey & Whitney, LLP.



Steven J. Van Steenhuyse
Director of Development Services



Reviewed and Recommend Approval

March 9, 2026

VIA EMAIL

Aaron Burnett
City Administrator/City Hall
Mason City, IA

Re: Golden Grain Energy, LLC Development Agreement
File No. 631141-30

Dear Aaron:

Attached please find the updated proceedings covering the City Council's public hearing on the proposed Development Agreement with Golden Grain Energy, LLC, followed by a resolution approving the Agreement and pledging certain incremental property tax revenues to the payment of the Agreement.

We would appreciate receiving one fully executed copy of these proceedings and of the executed Development Agreement as soon as they are available.

Please call John Danos or me with questions.

Kind regards,

Amy Bjork

Attachments

cc: Diana Black
Brent Hinson
Steven Van Steenhuyse

HOLD HEARING ON AND APPROVE
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(GOLDEN GRAIN ENERGY, LLC)

631141-30

Mason City, Iowa

March 17, 2026

A meeting of the City Council of the City of Mason City, Iowa, was held at 7:00 p.m., on March 17, 2026, in the Mason City Room of the Mason City Public Library, Mason City, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a Development Agreement between the City and Golden Grain Energy, LLC had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION _____

Resolution Approving Development Agreement with Golden Grain Energy, LLC,
Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain
Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Mason City, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Mason City Southside Gateway Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted certain ordinances providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Urban Renewal Tax Revenue Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a development agreement (the "Agreement") between the City and Golden Grain Energy, LLC (the "Company") has been prepared in connection with the construction by the Company of certain fire protection improvements for its ethanol production facilities in the Urban Renewal Area (the "Project"); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments (the "Payments") in an amount not to exceed \$250,000 to the Company; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on March 17, 2026, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors; and

NOW, THEREFORE, It Is Resolved by the City Council of the City of Mason City, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Mason City and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation and retention jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. The Mayor and the City Administrator are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Golden Grain Energy, LLC Subfund" and hereinafter referred to as the "Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

LOT 1 OF GOLDEN GRAIN ENERGY FRST SUBDIVISION IN CERRO GORDO COUNTY, IOWA; EXCEPT 1.61 ACRES TO INTERSTATE POWER AND LIGHT CONWANY AS DESCRIBED AND DEPICTED ON PLAT OF SURVEY DATED OCTOBER 11, 2007 AND FILED OCTOBER 11, 2007 AS DOCUMENT NO. 2007-8706; AND

THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION TWENTY (20), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE FIFTH P.M. IN CERRO GORDO COUNTY, IOWA, EXCEPT PARCEL "B", AS DESCRIBED AND DEPICTED ON THE PLAT OF SURVEY DATED OCTOBER 9, 2002 AND FILED DECEMBER 3, 2002 AS DOCUMENT NO. 2002-12865; AND

PARCEL "C" LOCATED IN THE NORTH 1/2 (N1/2) OF SECTION TWENTY (20), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE FIFTH P.M., IN CERRO GORDO COUNTY, IOWA, AS DESCRIBED AND DEPICTED ON THE PLAT OF SURVEY DATED AUGUST 26, 2003 AND FILED SEPTEMBER 2, 2003 AS DOCUMENT NO. 2003-11652; AND

PARCEL "D" LOCATED IN THE NORTH HALF (N1/2) OF SECTION TWENTY (20), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE FIFTH P.M., IN CERRO GORDO COUNTY, IOWA, AS DESCRIBED AND DEPICTED ON THE

PLAT OF SURVEY DATED SEPTEMBER 7, 2006 AND FILED OCTOBER 17, 2006 AS DOCUMENT NO. 2006-8935; AND

PARCEL "F" LOCATED IN PART OF THE WEST HALF (WI/2) OF SECTION TWENTY (20), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE FIFTH P.M., IN CERRO GORDO COUNTY, IOWA, AS DESCRIBED AND DEPICTED ON THE PLAT OF SURVEY DATED MARCH 14, 2019 AND FILED MARCH 14, 2019 AS DOCUMENT NO. 2019-1061

Section 5. The City hereby pledges to the payment of the Agreement the Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Cerro Gordo County to evidence the continuing pledging of the Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved March 17, 2026.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
CERRO GORDO COUNTY
CITY OF MASON CITY

SS:

I, the undersigned, Clerk of the City of Mason City, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve a Development Agreement.

WITNESS MY HAND this _____ day of _____, 2026.

City Clerk

RESOLUTION 26 -

RESOLUTION APPROVING DEVELOPMENT AGREEMENT WITH GOLDEN GRAIN ENERGY, LLC, AUTHORIZING ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS AND PLEDGING CERTAIN TAX INCREMENT REVENUES TO THE PAYMENT OF THE AGREEMENT

WHEREAS, the City of Mason City, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Mason City Southside Gateway Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted certain ordinances providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a development agreement (the “Agreement”) between the City and Golden Grain Energy, LLC (the “Company”) has been prepared in connection with the construction by the Company of certain fire protection improvements for its ethanol production facilities in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Agreement, the City would provide annual appropriation incremental property tax payments (the “Payments”) in an amount not to exceed \$250,000 to the Company; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on March 17, 2026, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors; and

NOW, THEREFORE, It Is Resolved by the City Council of the City of Mason City, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the City Council hereby finds that:

(a) The Project will add diversity and generate new opportunities for the Mason City and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation and retention jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company.

Section 3. The Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council. The Mayor and the City Administrator are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "Golden Grain Energy, LLC Subfund" and hereinafter referred to as the "Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

LOT 1 OF GOLDEN GRAIN ENERGY FRST SUBDIVISION IN CERRO GORDO COUNTY, IOWA; EXCEPT 1.61 ACRES TO INTERSTATE POWER AND LIGHT CONWANY AS DESCRIBED AND DEPICTED ON PLAT OF SURVEY DATED OCTOBER 11, 2007 AND FILED OCTOBER 11, 2007 AS DOCUMENT NO. 2007-8706; AND

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Section 5. The City hereby pledges to the payment of the Agreement the Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Cerro Gordo County to evidence the continuing pledging of the Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved March 17, 2026.

Mayor

Attest:

City Clerk

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Mason City, Iowa (the "City") and Golden Grain Energy, LLC (the "Company") as of the ____ day of _____, 2026 (the "Commencement Date").

WHEREAS, the City has established the Mason City Southside Gateway Urban Renewal Area (the "Urban Renewal Area") and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property, which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the "Property"); and

WHEREAS, the City and the Company entered into that certain Development Agreement dated December 13, 2019 (the "2019 Agreement"), pursuant to which the Company undertook the expansion of its existing facilities on the Property; and

WHEREAS, the Company is required to install certain fire protection improvements on the Property (the "Project"); and

WHEREAS, the City is willing to provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. Project Construction; Project Maintenance.

Project Construction

The Company agrees to construct the Project on the Property. The Company agrees that the Project will include the elements set forth on Exhibit B hereto (the "Required Improvements"). The Company reasonably expects that carrying out the Project will require a total investment of approximately \$2,936,320 including design and construction of the Project. The Company agrees to submit a detailed site plan (the "Site Plan") for the development of the Project to the City. Upon final approval of the Site Plan by the City, it shall be attached hereto as Exhibit C. The Company agrees to construct the Project, including the Required Improvements, in substantial compliance with the Site Plan and all local zoning, land use, building and safety codes and regulations. The Company agrees to complete construction of the Project by December 31, 2026.

Property Ownership, Business Operations and Maintenance Requirement

Throughout the Term (as hereinafter defined) of this Agreement, the Company agrees to maintain ownership of the Property, use the Project in its business operations, and to maintain, preserve, and keep the Project useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. Further, the Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations (the "Ownership, Business Operations and Maintenance Requirement").

2. Employment Requirements. The Company agrees to comply, throughout the Term of this Agreement, with the employment requirements set forth in Section 6.6 of the 2019 Agreement (the "Employment Requirements").

If an Annual Certification (as hereinafter defined) filed by the Company reflects that the Company failed to satisfy the Employment Requirements for the applicable period, then such failure shall constitute a breach of this Agreement, and the City shall be entitled to exercise, with respect to this Agreement, the remedies expressly set forth in Section 6.6 of the 2019 Agreement that are applicable to a failure to meet the Employment Requirements.

3. Property Taxes. The Company agrees to make or ensure timely payment of all property taxes and assessments as the same become due with respect to the Property, and the improvements constructed thereon, throughout the Term and to submit a receipt or cancelled check in evidence of each such payment. Furthermore, the Company agrees that throughout the Term:

a. The Company will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Property determined by any tax official to be applicable to the Property, or the improvements constructed thereon, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings.

b. The Company will not appeal or otherwise contest any determination and assignment of actual value for the Property, or the improvements constructed thereon, by the Assessor.

c. The Company will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Property or the improvements constructed thereon.

d. The assessment category for the Property is commercial/industrial and the Company shall not take any action to request or effect a change in such category.

4. TIF Estimate Review. The Company shall review each TIF Estimate (as hereinafter defined) and request any changes thereto within ten (10) days of receipt of each TIF Estimate from the City. The Company acknowledges that failure to request changes to any TIF Estimate within ten (10) days of receipt thereof will constitute an acceptance by the Company of

such TIF Estimate, and the Company shall have no right after such ten-day period to request changes or challenge the City's calculation of the TIF Estimate.

5. Insurance.

(a) The Company, and any successor in interest to the Company, shall obtain and continuously maintain insurance on the Property and the completed Project and, from time to time at the request of the City, furnish proof to the City that the premiums for such insurance have been paid and the insurance is in effect. The insurance coverage described below is the minimum insurance coverage that the Company must obtain and continuously maintain, provided that the Company shall obtain the insurance described in clause (i) below prior to the commencement of construction of the Project (excluding excavation and footings):

- (i) Builder's risk insurance, written on the so-called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
- (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with a Company's/Contractor's Policy naming the City, as an additional insured, with limits against bodily injury and property damage of not less than \$2,500,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis.
- (iii) Workers compensation insurance, with statutory coverage.

(b) All insurance required in this Section shall be obtained and continuously maintained in responsible insurance companies selected by the Company or its successors that are authorized under the laws of the State of Iowa to assume the risks covered by such policies. Unless otherwise provided in this Section, each policy must contain a provision that the insurer will not cancel nor modify the policy without giving written notice to the insured at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Company, or its successors or assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section. In lieu of separate policies, the Company or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

(c) The Company, its successors or assigns, agrees to notify the City promptly in the case of damage exceeding \$250,000 in amount to, or destruction of the Project resulting from fire or other casualty. Furthermore, the Company agrees to apply the proceeds from any and all casualty claims against the insurance detailed in this Section to the restoration and improvement of the Property and/or the Project.

6. Annual Certification. To assist the City in monitoring the performance of the Company under this Agreement, a duly authorized officer of the Company shall annually certify to the City (a) that all taxes owed on the Property have been timely paid; (b) that the

Company is not in material violation of this Agreement; and (c) that the Company is in compliance with the Ownership, Business Operations, and Maintenance Requirement and the Employment Requirements. The Company's annual certification (the "Annual Certification") pursuant to this provision shall be in substantially the form set forth on Exhibit D, attached hereto, and due each year on October 15th beginning in 2027 and continuing through the Term of this Agreement.

The Company shall provide supporting information for its Annual Certification upon request of the City.

7. Default Provisions.

(a) Events of Default. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to comply with the Ownership, Business Operations, and Maintenance Requirement.
- (iii) Failure by the Company to fully and timely remit payment of property taxes when due and owing pursuant to Section A.3.
- (iv) Failure by the Company to comply with Sections A.4, A.5 and A.6 of this Agreement.
- (v) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

(b) Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days from the mailing of the notice or from the personal delivery of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, including injunctive relief and specific performance, in order to enforce the terms of this Agreement.
- (ii) Withhold the Payments provided for under Section B.1 below.

B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above with respect to the Project, the City agrees to make not more than ten (10) annual economic development tax increment payments (the "Payments" and, individually each, a "Payment") to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided

however that the aggregate, total amount of the Payments to be made under this Agreement during the Term shall not exceed \$250,000 (the "Maximum Payment Total"). All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from the Incremental Property Tax Revenues received by the City from the Cerro Gordo County Treasurer attributable to the taxable valuation of the Property.

This Agreement assumes that the new assessed taxable valuation from the Project will go on the property tax rolls as of January 1, 2027. Accordingly, Payments will be made on June 1 of each fiscal year, beginning June 1, 2029, and continuing through and including June 1, 2038, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. TIF Estimate: The City agrees to certify to the Company by no later than October 30 of each year, commencing in 2027, an amount (the "TIF Estimate") equal to the 100% of the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property.

In submitting each such TIF Estimate, the City will complete and submit the TIF Estimate prepared annually by the Assessor, or the worksheet attached hereto as Exhibit E. The City agrees that the Company will have right to review each such TIF Estimate and request revisions thereto.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Cerro Gordo County, above and beyond the Base Valuation (as hereinafter defined); and (4) deducting any property tax credits which shall be available with respect to the Property.

The Base Valuation of the Property for purposes of calculating Incremental Property Tax Revenues under Section 403.19 of the Code of Iowa and this Agreement shall mean the taxable valuation of the Property as of January 1, 2026.

3. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, beginning in calendar year 2027, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted TIF Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to

compel the City to make such Payment, to seek damages relative thereto or to compel the funding of such Payment in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payment shall not render this Agreement null and void, provided however that no Payment shall be made after June 1, 2038.

4. **Payment Amounts.** Each Payment shall be in an amount equal to the corresponding Appropriated Amount (for example, for the Payment due on June 1, 2029, the amount of such Payment would be determined by the Appropriated Amount determined for certification by December 1, 2027) provided, however, that no Payment shall exceed an amount which represents amount of Incremental Property Tax Revenues available to the City with respect to the Property during the twelve (12) months immediately preceding each Payment date.

5. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.3 above, then the City Clerk will certify by December 1 of each such year to the Cerro Gordo County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement, and all its provisions, shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2038, or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MASON CITY, IOWA

By: _____
Mayor

Attest:

City Clerk

GOLDEN GRAIN ENERGY, LLC

By: _____
Its: _____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

LOT 1 OF GOLDEN GRAIN ENERGY FIRST SUBDIVISION IN CERRO GORDO COUNTY, IOWA; EXCEPT 1.61 ACRES TO INTERSTATE POWER AND LIGHT COMPANY AS DESCRIBED AND DEPICTED ON THE PLAT OF SURVEY DATED OCTOBER 11, 2007 AND FILED OCTOBER 11, 2007 AS DOCUMENT NO. 2007-8706; AND

THE WEST HALF (W½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION TWENTY (20), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE FIFTH P.M. IN CERRO GORDO COUNTY, IOWA, EXCEPT PARCEL "B," AS DESCRIBED AND DEPICTED ON THE PLAT OF SURVEY DATED OCTOBER 9, 2002 AND FILED DECEMBER 3, 2002 AS DOCUMENT NO. 2002-12865; AND

PARCEL "C" LOCATED IN THE NORTH ½ (N1/2) OF SECTION TWENTY (20), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE FIFTH P.M., IN CERRO GORDO COUNTY, IOWA, AS DESCRIBED AND DEPICTED ON THE PLAT OF SURVEY DATED AUGUST 26 2003 AND FILED SEPTEMBER 2, 2003 AS DOCUMENT NO. 2003-11652; AND

PARCEL "D" LOCATED IN THE NORTH HALF (N1/2) OF SECTION TWENTY (20), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE FIFTH P.M., IN CERRO GORDO COUNTY, IOWA, AS DESCRIBED AND DEPICTED ON THE PLAT OF SURVEY DATED SEPTEMBER 7, 2006 AND FILED OCTOBER 17, 2006 AS DOCUMENT NO. 2006-8935; AND

PARCEL "F" LOCATED IN PART OF THE WEST HALF (W1/2) OF SECTION TWENTY (20), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE FIFTH P.M., IN CERRO GORDO COUNTY, IOWA, AS DESCRIBED AND DEPICTED ON THE PLAT OF SURVEY DATED MARCH 14, 2019 AND FILED MARCH 14, 2019 AS DOCUMENT NO. 2019-1061

EXHIBIT B
REQUIRED IMPROVEMENTS

**McGOUGH***Building for the Next Generation*

Golden Grain Energy

Project: GGE 2026 Misc. Projects - Fire Water Tank
Engineer: KFI Engineers
Estimate: GMP

Location: Mason City, IA
Estimate By: RI/KS/MM/NM
Drawing Date: 3/21/2025

Description	1/30/2026
	Current Pricing
Construction	
Sitework & Underground Utilities	\$444,926
Concrete	\$111,563
Fire Protection	\$1,352,750
Process Insulation	\$9,800
Electrical & Controls	\$147,456
Specialty Contractors-Survey, Inspection & testing	\$29,050
Painting & Sandblasting	\$8,000
General Conditions	\$318,474
Insurances (SDI, GL, Builders Risk)	\$61,880
Subtotal Construction Costs	\$2,483,899
5.0% Design Contingency	\$124,195
6.5% Construction Contingency	\$161,453
Subtotal Construction Costs & Contingency	\$2,769,547
Fees	
6% Construction Fee - % of Construction Costs	\$166,173
3% Construction Fee - % of Equipment Costs	\$600
Subtotal Construction, Engineering & Fees	\$2,936,320
Alternates:	
Tank Lighting	\$9,500
Spiral Stairway with Rest Platform	\$54,625
New I/O Cabinet in the Fire Pump House	
Controls	50,313
Electricals	(11,000)
Alternates	\$103,438
Material and Winter Cost	\$0
Total Construction Costs	\$2,936,320
Miscellaneous Costs	
Engineering Costs	\$119,000
Owner's Equipment	\$20,000
Owner's Contingency	
Miscellaneous Costs	\$139,000
Total Project Cost (Base)	\$3,075,320
Total Project Cost (with Alternates)	\$3,178,758

EXHIBIT C SITE PLAN

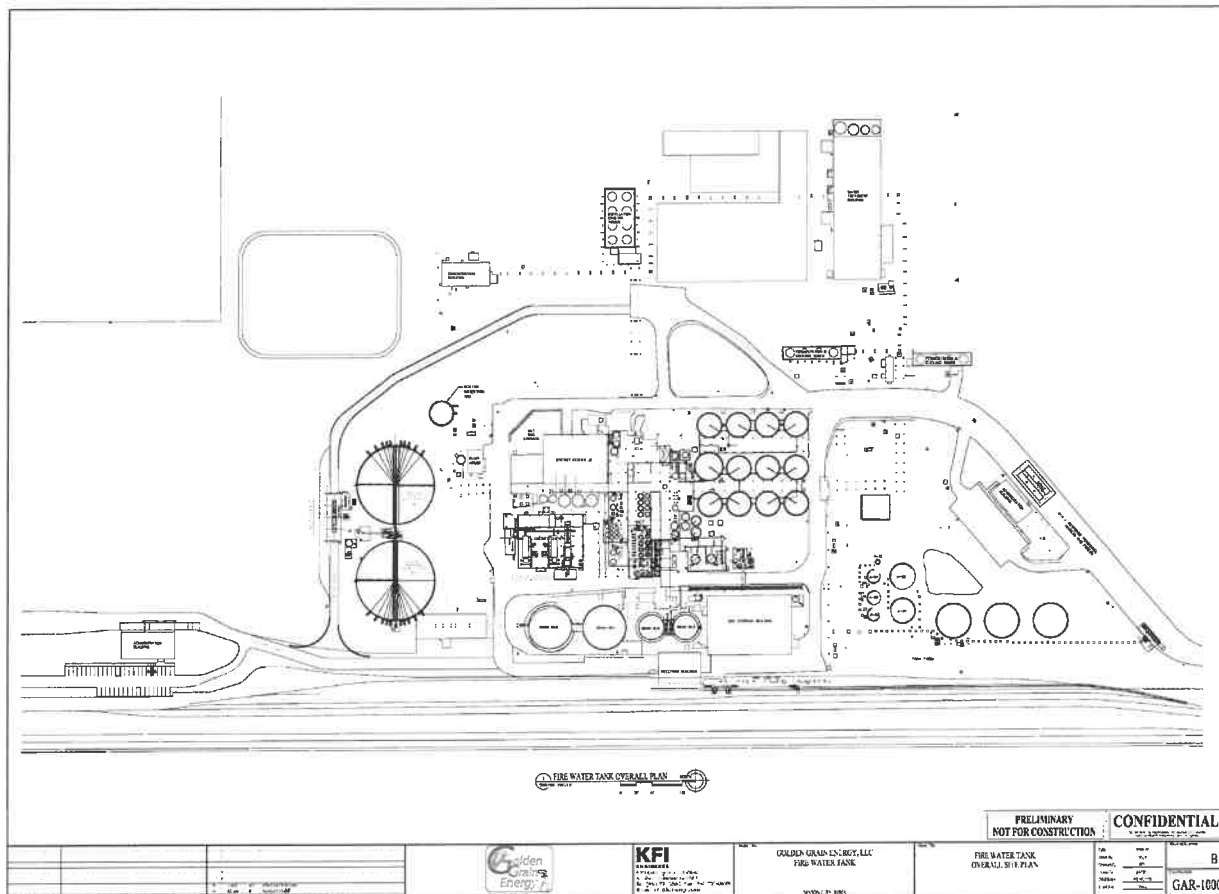


EXHIBIT D
ANNUAL CERTIFICATION
(due by October 15th as required under terms of Development
Agreement)

WHEREAS, the City of Mason City, Iowa (the "City") authorized the payment of certain economic development tax increment payments (the "Payments") to Golden Grain Energy, LLC (the "Company") pursuant to a Development Agreement (the "Agreement") entered into between the City and the Company; and

WHEREAS, capitalized terms used but not defined in this Annual Certification have the meanings assigned to them in the Agreement: and

WHEREAS, the Agreement contains certain conditions required to be completed by the Company in order for the Company to be eligible to receive such Payments and as such the Company hereby certifies the following as satisfaction of such conditions:

- (i) All property taxes on the Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes.
- (ii) The Company is not in material violation of the Agreement or any local, state or federal law or regulation and is not aware of any pending or threatened claim against the Company with respect to such laws.
- (iii) The Company owns the Property and is in compliance with the Ownership, Business Operations, and Maintenance Requirement set forth in Section A.1 of the Agreement.
- (iv) The number of Full-Time Equivalent Employment Positions (as defined in the 2019 Agreement) being maintained by the Company in connection with its business operations on the Property as of October 1, 20__ and as of the first day of each preceding eleven (11) months were as follows:

October 1, 20__ :	April 1, 20__ :
September 1, 20__ :	March 1, 20__ :
August 1, 20__ :	February 1, 20__ :
July 1, 20__ :	January 1, 20__ :
June 1, 20__ :	December 1, 20__ :
May 1, 20__ :	November 1, 20__ :

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

GOLDEN GRAIN ENERGY, LLC

By: _____
[Name, Title]

EXHIBIT E
TIF ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property (January 1, 2026):
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")



**DEVELOPMENT
SERVICES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator

Through: Steven J. Van Steenhuyse, Director of Development Services *SJS*

From: Ella Phillips, City Planner

Date: March 10, 2026

RE: Public Hearing: Rezoning from Z3 General Urban District to Z6-O Open Industrial District (19.22 acres) and from Z1, Agricultural District to Z6-O Open Industrial District (204.22 acres), all subject to a conditional zoning agreement (2nd or FINAL).

Recommendation:

The Planning and Zoning Commission conducted a public hearing on the requested rezoning on February 10, 2026. Members of the public expressed concern or opposition to rezoning the 19.22 acres from Z3 and 204.22 acres from Z1 to Z6-O. Concerns were raised about the Z6-O designation being overly broad, enabling intensive industrial uses (including potential data centers or 24/7 operations) too close to established homes in Mason City. The most common reasons for opposition focused on inadequate buffering (the proposed 500-foot buffer being viewed as insufficient), potential noise and light impacts, increased heavy truck traffic and safety issues, and unresolved stormwater/drainage and groundwater risks in an area with existing flooding and runoff problems that could be increased by industrial development south and west of Midland Heights.

The Planning and Zoning Commission voted unanimously (7-0) to recommend approval of the rezoning request subject to the conditions of a Zoning Agreement, along with the Indianhead Farms Inc. rezoning request for the adjacent 159 acres (which is a separate item on the Council's agenda). Staff concurs.

On March 3, 2026, the City Council held a public hearing on the requested rezoning. Prior to the hearing, the applicants submitted a revised Zoning

Agreement. This agreement differed from the original Zoning Agreement in two areas: it increases the buffer zone from residentially zoned property from 500 feet to 1,000 feet, within which no buildings would be allowed. It also prohibits several intensive manufacturing uses that would otherwise be allowed in the Z6-O District. An identical agreement was also submitted with the adjacent Indianhead Farms rezoning. The Zoning Agreement is described in greater detail below.

At the public hearing, Chad Schreck, President and CEO of the North Iowa Corridor Economic Development Corporation, described the background of the two requests, noting that an end user was not yet identified but that there is development interest in all of the remaining land in the South Industrial Park. Several members of the public spoke against the rezoning. Most of the same concerns stated at the Planning and Zoning Public hearing were restated. The possibility of establishing data centers was a major topic, with the participants noting several environmental and economic concerns related to this use. After the close of the hearing, the City Council voted 4-2 to approve the rezoning on first consideration.

Background:

The applicant, RCK Properties LLC, seeks to rezone the property at the east side of South Pierce Avenue, immediately south of IOOF at 1037 19th Street Southwest at the north end, and approximately 3548 South Pierce Avenue at the south. The 19.22 acres due south of IOOF are proposed to be rezoned from Z3, General Urban District, to Z6-O, Open Industrial District. The remaining 204.22 acres of the subject property are proposed to be rezoned from Z1, Agriculture District, to Z6-O, Open Industrial District.

This property is adjacent to 159 acres to the east owned by Indianhead Farms, Incorporated. The Indianhead properties are also proposed for rezoning to Z6-O. Upon rezoning both the RCK and Indianhead Farms properties, nearly all of the land south and west of Midland Heights, west of South Federal Avenue, and north of 43rd Street Southwest will be zoned Z6-O.

The property is currently vacant and has historically been used for crop farming. It has been marketed as the River City South Industrial Park since it was annexed into the city in 2005. The long-term intent of the South Industrial Park is to accommodate all types of industrial uses, including those located within the Z6-O Open Industrial District. The North Iowa Corridor Economic Development Corporation has received requests from industrial developers

seeking land suitable for all types of industrial uses, including manufacturing, assembly, large-scale warehousing and transfer, and data centers. For the land to be developed as an industrial park accommodating this scope of use, a change of zone is required.

Analysis:

Neighboring Development and Zoning: Land to the north is zoned Z3, General Urban District, and includes the IOOF Home and surrounding property. Land to the east is zoned Z2, Sub-Urban District; property directly abutting the proposed rezoning includes the Frederick Hanford Park softball fields and the Midland Heights neighborhood of single-family detached homes. Land to the south and west is vacant cropland zoned Z1, Agriculture.

Current Zoning: Section 12-8-3 (Form and Function Table) of the Zoning Ordinance identifies permitted uses by district.

Z3 zoning allows a mix of housing types, including single-family homes, duplexes, townhomes, group dwellings, and apartment buildings up to three stories, as well as limited low-intensity retail and commercial uses. Section 12-11-1 states that the Z3 General Urban District is intended to provide a range of residential lot sizes supporting medium-density, walkable neighborhoods with interconnected streets, sidewalks, parks, playgrounds, and limited neighborhood-scale commercial uses. The Z3 District is not suitable for industrial park development.

The Z1, Agriculture zoning district permits agricultural uses, single-family and farm dwellings, and very limited low-intensity commercial uses. Section 12-9-1.A states that the Z1, Agricultural District is intended to support agriculture and preserve natural ecosystems to prevent soil erosion, protect water quality, and maintain biodiversity. Areas zoned Z1 within city limits are considered future development areas where public utilities can be reasonably extended; development is therefore expected to extend existing or planned growth patterns.

Rezoning to Z6-O: Section 12-14-1 states that the purpose of the Z6 Industrial District is to preserve existing industrial facilities and support development of sustainable employment centers. Uses in Z6 may require separation from residential and commercial districts due to potential impacts, including noise, lighting, heavy truck traffic, rail activity, and round-the-clock operations associated with manufacturing, warehousing, freight, agribusiness, and research and development.

Section 12-14-7 further provides that Open Industrial development within the Z6 District consists of large, relatively self-contained facilities with moderate to high potential nuisance or hazard impacts. Emissions (noise, vibration, smoke, dust, particulates, toxic materials, odor, or glare) must meet Iowa Department of Natural Resources standards. Storage, distribution, or sale of gas, fuel, or oil requires Fire Chief approval.

Comprehensive Plan: Iowa law requires rezoning decisions to conform to the jurisdiction's Comprehensive Plan. The City Council adopted Amendment #1 to the North Iowa Corridor Joint Comprehensive Plan on January 20, 2026, covering the subject area.

The Future Land Use (FLU) Map (attached) designates most of the proposed rezoning area as General Industrial and Utilities, with a greenbelt separating it from Midland Heights and Frederick Hanford Park. The Plan describes the General Industrial and Utilities designation as:

- Areas reserved for larger business and industrial development that are essential to the regional economy but less compatible with standard urban development.
- Public and semi-public facilities with industrial characteristics (e.g., utilities, maintenance facilities, public works yards).
- A range of industrial enterprises, including uses with significant external effects such as extraction, heavy materials production, and substantial outdoor operations.

The forms and functions permitted in the Z6-O Open Industrial District are consistent with this designation. Staff finds that the proposed Z6-O rezoning conforms to the amended Comprehensive Plan.

Spot Zoning: Spot zoning occurs when a rezoning benefits a small area or limited number of property owners and is inconsistent with surrounding zoning and land use. While potentially unlawful, a rezoning consistent with the Comprehensive Plan may withstand a spot zoning challenge.

Although the proposed Z6-O rezoning differs from zoning to the north and east, it is consistent with land to the west, which is already zoned Z6-O (River City Industrial Park). Staff concludes that this proposal is not spot zoning.

Zoning Agreement: Prior to the Planning and Zoning Commission public hearing, the applicant submitted a Zoning Agreement imposing development restrictions. Iowa Code permits conditional rezoning when voluntarily offered by the applicant and submitted prior to a public hearing. The Planning and Zoning Commission's recommendation was based on the conditions within the Agreement. Prior to the March 3 public hearing, the applicant submitted a new Zoning Agreement, which should be considered during further deliberations of the City Council.

The original Agreement provided that no structure could be built within 500 feet of any property zoned Z2 (Sub-Urban) or Z3 (General Urban). The new Zoning Agreement increases this distance to 1,000 feet. Within that 1,000-foot buffer, the owner must establish a greenbelt at least 25 feet wide; where a solid fence is combined with landscaping, the greenbelt may be reduced to 15 feet. The greenbelt must include coniferous and/or deciduous trees and shrubs at a density sufficient to provide year-round visual screening between industrial and residential uses. It should be noted that Frederick Hanford Park is zoned Z2 and the 1,000 foot buffer will apply to the south and west edges of the park. This provides an additional buffer from residences in Midland Heights east of the park.

In addition to the increased buffer, the Agreement states that a drainage plan shall be submitted along with the required site plans for development. This plan must ensure that post-development stormwater discharge rates are 10 percent less than pre-development (current) discharge rates. This requirement responds to the concerns raised during the Planning and Zoning Commission meeting about drainage in the area around the south end of South Monroe Avenue. It ensures that there will be less off-site drainage impact than currently occurs over the agricultural land.

The new Agreement includes a statement regarding noise generated by development on the rezoned property. It states "No function shall be permitted on the Property which creates sound at the nearest Residential Property in excess of 60 db(A) during the hours of 7:00 a.m. to 7:00 p.m. and in excess of 50 db(A) during the hours of 7:01 p.m. to 6:59 a.m." This is slightly more restrictive than the requirements of Section 8-6-5 of City Code, that sets maximum noise levels based on land use.

Within residential areas, City Code allows maximum sound levels of 60 db(A) from 7:00 a.m. to 10:00 p.m. and 50 db(A) between 10:00 p.m. and 7:00 a.m. The Conditional Rezoning Agreement requires the lower noise level beginning at 7:00

p.m. instead of 10:00 p.m. According to the Center for Hearing and Communication, 60 db(A) is equivalent to the volume of normal conversation or a typical office. Combining this requirement with the 1,000 foot buffer, it is very unlikely that there will be significant noise impacts on nearby residences.

Finally, the new Zoning Agreement specifically prohibits certain forms and functions that are otherwise allowed in the Z6-O District. The following forms and functions will not be allowed on the property if the rezoning is approved:

- i. Livestock related intensive uses such as feedlots, stockyards, slaughterhouses, rendering plants, and tanneries.
- ii. Solid waste landfills, waste transfer stations, materials recovery facilities, or waste incinerators.
- iii. Hazardous materials manufacturing or processing; hazardous waste treatment, storage, or disposal facilities.
- iv. Petroleum refining, bulk petroleum/fuel storage terminals, or renewable diesel/biodiesel production/refining facilities.
- v. Asphalt or concrete batch plants.
- vi. Scrap/junk/salvage yards, automotive dismantling, or metal shredding.
- vii. Crematoriums as a principal or accessory use.
- viii. Mining or mineral extraction operations.
- ix. Adult Use.
- x. Utility-Scale Solar Energy Generation Facility. For clarity, "Utility-Scale Solar Energy Generation Facility" means a principal-use solar energy project designed primarily to export electricity off-site (whether by interconnection to a utility grid or by private wire) rather than to serve on-site consumption. This prohibition does not apply to "Active Solar Equipment" installed as an accessory use to serve on-site electrical or thermal load, including rooftop, building-integrated, canopy/carport, or subordinate ground-mounted systems that are incidental and subordinate to the principal permitted use, consistent with Chapter 12, Zoning, of the City Code of the City.
- xi. Gas/convenience stations or stores
- xii. Vehicle repair
- xiii. Vehicle sales or rental

These additional conditions were created in response to concerns raised during the Planning and Zoning Commission public hearing. Staff finds that these commitments will mitigate potential impacts to surrounding residential properties. The applicant for the adjacent Indianhead Farms Z6-O rezoning has

also submitted a new and nearly identical Zoning Agreement with the same conditions and restrictions.

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.

At the Planning and Zoning Commission public hearing, five residents of the Midland Heights neighborhood and one resident who owns land directly to the south of the property proposed to be rezoned spoke in opposition to the rezoning. These comments are summarized in the attached draft minutes from the February 10, 2026, public hearing. The Planning and Zoning Commission voted unanimously (7-0) to recommend approval.

Since the Planning and Zoning Commission meeting, Staff has received a petition signed by 404 persons opposing the rezoning. Iowa Code states, if the owners of 20 percent of the land within 200 feet of the property to be rezoned submit a protest petition, a supermajority vote by the City Council is required to approve the rezoning. Staff has determined that the area of the residential properties in Midland Heights within 200 feet of the RCK property is only 0.05 percent of the total land within 200 feet. Therefore, the supermajority requirement does not apply to this rezoning request.

Budget Impact:

There is no impact to the operating budget resulting from this request. If the rezonings are approved, there will be increased property tax revenue from the development of the properties.

Council Action Requested:

Staff requests that the City Council approve the rezoning requests on second consideration (2nd or FINAL).

Attachments:

1. Map of area to be rezoned
2. Map showing existing zoning
3. Comprehensive Plan map
4. Section 12-8-3, Table 2, Form and Function Table
5. Rezoning Agreement



Ella Phillips
City Planner



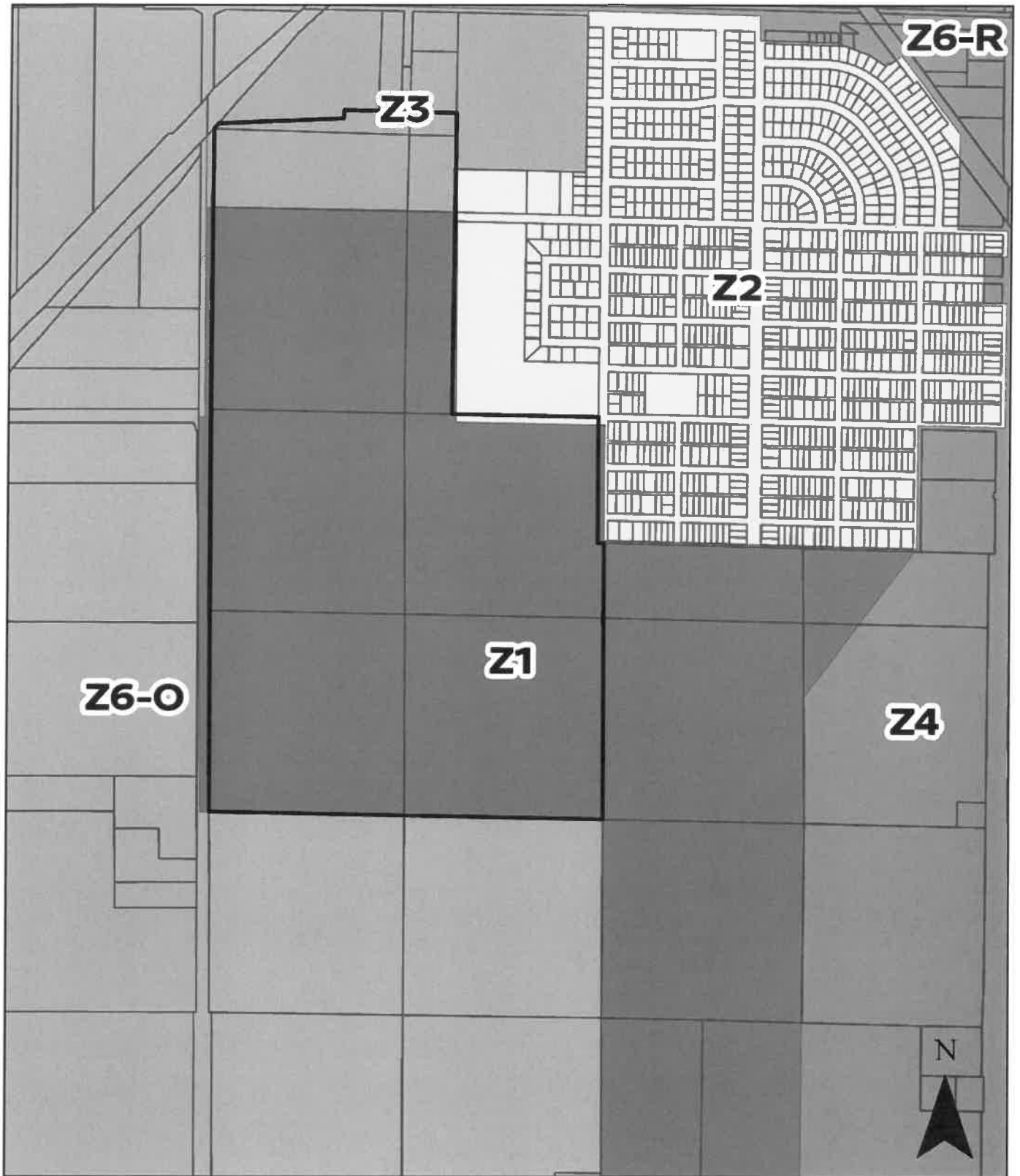
Reviewed and Recommend Approval

RCK Properties LLC. Rezoning Z1 and Z3 to Z6-O



RCK Properties LLC. Rezoning

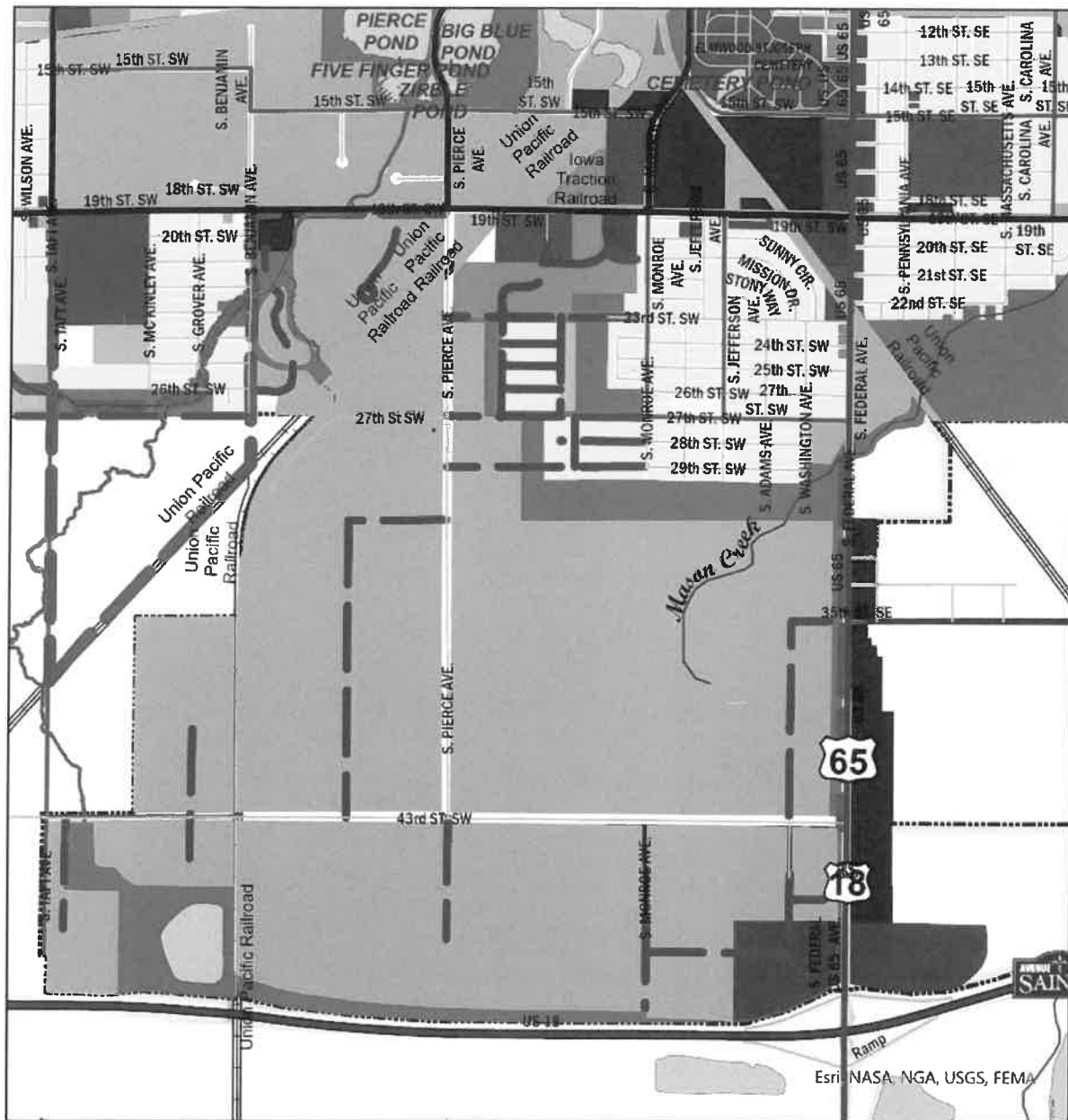
Existing Zoning



-  Proposed Rezoning
-  Mason City Parcels

0 375 750 1,500 Feet

SOUTH INDUSTRIAL PARK - AMENDMENT #1



-  Low Intensity
  General Industrial and Utilities
 Medium Intensity
  Rural Estate
 High Intensity
  Public/Semi-Public
 Commercial Mixed Use
  Park/Recreational/Greenway
 Mixed Business
  Downtown
 Comprehensive Plan Trails 2026
 Comprehensive Plan Roads 2026

**12-8-3 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 unit	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		
Sideway/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 hotel	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 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	
Agritourism	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	P	C	P	



John L. Duffy
jduffy@lairdlawfirm.com
Office: 641.423.5154

Legal Assistant:
Lisa R. Bohach | lbohach@lairdlawfirm.com

February 25, 2026

Steven J. Van Steenhuyse
Development Services Department
City of Mason City
10 1st Street NW
Mason City, IA 50401
(SENT BY EMAIL: svansteenhuyse@masoncity.net)

Chad Schreck, President
North Iowa Corridor Economic Development Corporation
9 North Federal Avenue
Mason City, Iowa 50401
(SENT BY EMAIL: cschreck@northiowacorridor.com)

Brett F. Schoneman
1819 4th Street Southwest
Mason City, Iowa 50401
(SENT BY EMAIL: brett@schonemanrealtors.com)

Greg Schoneman
Schoneman Realtors
465 State Street
Garner, IA 50438
(SENT BY EMAIL: greg@schonemanrealtors.com)

Robert C. Kopple
Kopple, Klinger & Elbaz
10866 Wilshire Blvd.
Los Angeles, CA 90024
(SENT BY EMAIL: rkopple@kandklaw.com; bob@rckopple.com)

Re: Signed Zoning Agreement of RCK Properties, LLC

Dear Everyone:

MASON CITY
641.423.5154

CLEAR LAKE
641.357.7296

CLARION
515.532.2851



lairdlawfirm.com

February 25, 2026
Page 2

I enclose signed Zoning Agreement of RCK Properties, LLC incorporating all changes requested by Chad Schreck through his email of February 25, 2026, at 10:30 A.M.

Sincerely,

A handwritten signature in black ink, appearing to read "John L. Duffy", is written over the printed name.

John L. Duffy

JLD:lrb:Encs:<https://heinylaw.sharepoint.com/sites/Duffy/Shared Documents/ltr/uv/vansteenhuyse.steven.rck properties llc.022426.2.docx>

Prepared by: John L. Duffy, Laird Law Firm, P.L.C., 11 4th Street N.E., P.O. Box 1567, Mason City, Iowa 50402-1567, Telephone 641-423-5154, Email jduffy@lairdlawfirm.com

Return to: City of Mason City, Iowa, 10 1st Street N.W., Mason City, Iowa 50401

**ZONING AGREEMENT REGARDING
THAT PART OF THE SOUTHWEST QUARTER (SW¼) OF SECTION SIXTEEN (16), AND THE NORTHWEST QUARTER (NW¼) OF SECTION TWENTY-ONE (21), ALL IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M., CERRO GORDO COUNTY, MASON CITY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 21, THENCE N 00°05'50" W, 2649.94 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 21, THENCE N 00°00'00" W, 1807.14 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW¼) SAID SECTION 16; THENCE N 43°31'00" E, 52.27 FEET ALONG THE SOUTHEASTERLY RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 00°27'45", A RADIUS 5769.64 FEET AND AN ARC LENGTH OF 46.58 FEET ALONG SAID RAILROAD RIGHT OF WAY; THENCE N 87°17'13" E, 835.99 FEET; THENCE N 01°59'54" E, 54.47 FEET; THENCE S 88°51'13" E, 751.90 FEET; THENCE S 00°07'43" W, 1989.65 FEET; THENCE S 88°53'58" E, 994.63 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 21; THENCE S 00°03'16" W, 2649.89 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 21; THENCE N 88°53'51" W, 2640.08 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 21 TO THE POINT OF BEGINNING, CONTAINING 234.56 ACRES, SUBJECT TO EASEMENTS OF RECORD AND MONUMENTED AS SHOWN ON THE PLAT HEREIN. NOTE: THE WEST LINE OF THE SW¼ OF SAID SECTION 21 IS ASSUMED TO BEAR N 00°00'00" W, EXCEPT THE NORTH 830.5 FEET OF THE EAST 41 FEET OF THE NE¼ NW¼ 21-96-20 CONVEYED TO THE CITY OF MASON CITY, IOWA, BY WARRANTY DEED DATED OCTOBER 8, 1970, AND RECORDED OCTOBER 27, 1970, IN BOOK 131, PAGE 25; (Parcel Nos. 07-16-302-002-00, 07-16-302-400-00, 07-16-326-002-00, 07-16-**

326-013-00, 07-16-351-001-00, 07-16-376-001-00, 07-21-100, 001-00, 07-21-100-002-00, 07-21-100-003-00, and 07-21-100-004-00); (the "Property").

1. **PARTIES.** The Parties to this Agreement are:

"RCK" RCK Properties, LLC, an Iowa limited liability company,

"City" City of Mason City, Iowa, an Iowa municipal corporation.

2. **BACKGROUND.** RCK is the owner of the Property. RCK has filed an application to rezone the Property Z6-O Open Industrial.

The City is willing to rezone the Property subject to certain conditions and restrictions as follows.

3. **AGREEMENT.** The Parties agree upon affirmative vote of the City Council of the City:

- A. The Property shall be rezoned to Z6-O Open Industrial from Z1 Agricultural District and from Z3 General Urban.
- B. No structure on the Property shall be located within one thousand feet (1,000') of any Residential Property. Structure means a building including any accessory building. Residential Property means any parcel zoned for residential use, including but not limited to Z2 (Sub-Urban), Z3 (General Urban), or any district in Chapter 12 designated primarily for dwelling units. For clarity, the term "Residential Property" includes both occupied and unoccupied dwellings. It does not include agricultural structures located in the Z1 Agricultural District unless they contain a dwelling. The one thousand foot (1,000') distance shall be measured from the nearest point of any building or enclosed structure on the Property to the nearest boundary line of the Residential Property.
- C. Where the Property lies within one thousand feet (1,000') of Residential Property, a Screening Buffer Area shall be constructed and maintained which meets the following standards:
 - i. The green belt planting strip shall not be less than twenty-five feet (25') in width. If a section of the green belt includes a combination of solid fence and landscaping, the width can be reduced to fifteen feet (15'). The fence must be opaque, either wood or masonry, or a combination.
 - ii. The Screening Buffer Area shall include vegetative screening consisting of coniferous and/or deciduous trees and shrubs planted at a

density sufficient to provide a year-round visual screen between the industrial use and the Residential Property.

- iii. All plant materials must comply with the City's required landscaping and screening ordinance.
 - iv. "Screening" is defined as a continuous visual buffer designed to block direct line-of-sight between industrial uses and residential property through use of vegetation, fencing, or a combination thereof, consistent with the City's required fencing and required landscaping and screening standards in Chapter 12-16.
- D. Any site plans submitted for development must comply with the one thousand feet (1,000') residential setback and the Screening Buffer Area requirements, and all applicable provisions of the Z6-O Open Industrial District (or other applicable zoning district), including development review requirements found in Chapter 12-7.
- E. A drainage report and/or plan prepared at owner's expense must be submitted with the site plans for any development ("Drainage Plan"). The Drainage Plan must be prepared by a drainage engineer licensed in the State of Iowa and contain a drainage plan for the portion of the Property subject to the development and the proposed improvements. The Drainage Plan shall be in compliance with all local, state and federal regulations regarding drainage. The Drainage Plan shall provide detention/retention and flow controls such that post-development discharge rates during 100-year storm events show a 10% reduction from pre-development rates for 100-year storm events. The plan shall address known downstream constraints and include mitigation measures (e.g., on-site detention, controlled release, green infrastructure) to improve existing localized flooding.
- F. Any site plans submitted for development must show access to the Property subject to development from South Pierce Avenue, 43rd Street S.W. or South Federal Avenue only.
- G. No function shall be permitted on the Property which creates sound at the nearest Residential Property in excess of 60 db(A) during the hours of 7:00 a.m. to 7:00 p.m. and in excess of 50 db(A) during the hours of 7:01 p.m. to 6:59 a.m.
- H. The following functions shall be prohibited on the Property:
- i. Livestock-related intensive uses such as feedlots, stockyards, slaughterhouses, rendering plants, and tanneries.

- ii. Solid waste landfills, waste transfer stations, materials recovery facilities, or waste incinerators.
- iii. Hazardous materials manufacturing or processing; hazardous waste treatment, storage, or disposal facilities.
- iv. Petroleum refining, bulk petroleum/fuel storage terminals, or renewable diesel/biodiesel production/refining facilities.
- v. Asphalt or concrete batch plants.
- vi. Scrap/junk/salvage yards, automotive dismantling, or metal shredding.
- vii. Crematoriums as a principal or accessory use.
- viii. Mining or mineral extraction operations.
- ix. Adult Use.
- x. Utility-Scale Solar Energy Generation Facility. For clarity, "Utility-Scale Solar Energy Generation Facility" means a principal-use solar energy project designed primarily to export electricity off-site (whether by interconnection to a utility grid or by private wire) rather than to serve on-site consumption. This prohibition does not apply to "Active Solar Equipment" installed as an accessory use to serve on-site electrical or thermal load, including rooftop, building-integrated, canopy/carport, or subordinate ground-mounted systems that are incidental and subordinate to the principal permitted use, consistent with Chapter 12, Zoning, of the City Code of the City.
- xi. Gas/Convenience stores.
- xii. Vehicle repair.
- xiii. Vehicle sales/rental.

4. **OTHER ORDINANCE REQUIREMENTS NOT AFFECTED.** Nothing in this Agreement shall be construed to supersede, modify, or waive any other requirement of the Mason City Code, including Chapter 12 Zoning and all applicable zoning district development standards. This Agreement shall not be used or construed to grant any variance unless explicitly authorized by the Zoning Board of Adjustment.

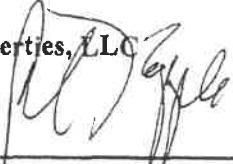
5. **BINDING EFFECT.** This Agreement is binding upon the Parties and their heirs, successors, and assigns.

6. **COUNTERPART SIGNATURE PAGES.** This Agreement is signed on counterpart signature pages by the Parties. The remainder of this page is intentionally left blank.

**COUNTERPART SIGNATURE PAGE
TO
ZONING AGREEMENT**

"RCK"

RCK Properties, LLC

By: 
Robert C. Kopple, Manager

Date: 2/25/2026

STATE OF _____, COUNTY OF _____, ss:

On this _____ day of _____, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **Robert C. Kopple**, to me personally known, who being by me duly sworn, did say that he is a Manager of **RCK Properties, LLC**, executing the within and foregoing instrument; that said instrument was signed on behalf of **RCK Properties, LLC**, by authority of its Managers and Members; and that **Robert C. Kopple** a Manager acknowledged execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.

Notary Public in and for said State

See attached certificate

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

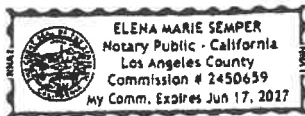
State of California

County of Los Angeles

On 2/25/2026 before me, Elena Marie Semper, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Robert C. Kopple
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Elena Marie Semper
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

COUNTERPART SIGNATURE PAGE
TO
ZONING AGREEMENT

“City”

City of Mason City, Iowa

By: _____ Date: _____
John Lee, Mayor

By: _____ Date: _____
Aaron Burnett, City Clerk

STATE OF IOWA, COUNTY OF CERRO GORDO, ss:

On this _____ day of _____, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **John Lee** and **Aaron Burnett**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Mason City Iowa, an Iowa municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the _____ day of _____, 2026; and that **John Lee** and **Aaron Burnett** acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public in and for the
State of Iowa

ORDINANCE NO. 26 –

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 Z3 GENERAL URBAN DISTRICT TO Z6-O OPEN INDUSTRIAL DISTRICT(19.22 ACRES) AND FROM Z1 AGRICULTURAL DISTRICT TO Z6-O OPEN INDUSTRIAL DISTRICT (204.22 ACRES) ALL SUBJECT TO THE TERMS OF THE ZONING AGREEMENT

WHEREAS, the Planning and Zoning Commission of the City of Mason City, Iowa, after a public hearing held on February 10, 2026, recommended approval of a change of zone classification of a certain areas hereinafter described, subject to the terms of the Zoning Agreement, and

WHEREAS, the City Council of the City of Mason City, Iowa, did hold a public hearing on the 3rd day of March, 2026.

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 subject to the terms of the Zoning Agreement from Z3 General Urban District to Z6-O Open Industrial District(19.22 acres) and from Z1 Agricultural District to Z6-O Open Industrial District (204.22 acres) legally described as follows:

Legal Description:

THAT PART OF THE SOUTHWEST QUARTER (SW¼) OF SECTION SIXTEEN (16), AND THE NORTHWEST QUARTER (NW¼) OF SECTION TWENTY-ONE (21), ALL IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M., CERRO GORDO COUNTY, MASON CITY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 21, THENCE N 00°05'50" W, 2649.94 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 21, THENCE N 00°00'00" W, 1807.14 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER (SW¼) SAID SECTION 16; THENCE N 43°31'00" E, 52.27 FEET ALONG THE SOUTHEASTERLY RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD; THENCE NORTHEASTERLY ON A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 00°27'451", A RADIUS 5769.64 FEET AND AN ARC LENGTH OF 46.58 FEET ALONG SAID RAILROAD RIGHT OF WAY; THENCE N 87°17'13" E, 835.99 FEET; THENCE N 01°59'54" E, 54.47 FEET; THENCE S 88°51'13" E, 751.90 FEET; THENCE S 00°07'43" W,

1989.65 FEET; THENCE S 88°53'58" E, 994.63 FEET ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 21; THENCE S 00°03'16" W, 2649.89 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 21; THENCE N 88°53'51" W, 2640.08 FEET ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER (NW¼) OF SAID SECTION 21 TO THE POINT OF BEGINNING, CONTAINING 234.56 ACRES, SUBJECT TO EASEMENTS OF RECORD AND MONUMENTED AS SHOWN ON THE PLAT HEREIN. NOTE: THE WEST LINE OF THE SW¼ OF SAID SECTION 21 IS ASSUMED TO BEAR N 00°00'00" W, EXCEPT THE NORTH 830.5 FEET OF THE EAST 41 FEET OF THE NE¼ NW¼ 21-96-20 CONVEYED TO THE CITY OF MASON CITY, IOWA, BY WARRANTY DEED DATED OCTOBER 8, 1970, AND RECORDED OCTOBER 27, 1970, IN BOOK 131, PAGE 25; (Parcel Nos. 071630200200, 071630200400, 071632600200, 071632601300, 071635100100, 071637600100, 072110000100, 072110000200, 072110000300, and 072110000400)

Section 2: That approval of the change of zone shall be subject to the conditions outlined in the Zoning Agreement.

Section 3: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4: 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 5: 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 , 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

1st Consideration: March 3, 2026
2nd Consideration: March 17, 2026
3rd Consideration:



**DEVELOPMENT
SERVICES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator

Through: Steven J. Van Steenhuyse, Director of Development Services *SV*

From: Ella Phillips, City Planner

Date: March 10, 2026

RE: Public Hearing: Rezoning from Z4 Multi-Use District to Z6-O, Open Industrial District (79 acres) and from Z1 Agricultural District to Z6-O, Open Industrial District (80 acres), all subject to a conditional zoning agreement (2nd or FINAL).

Recommendation:

The Planning and Zoning Commission conducted a public hearing on the requested rezoning on February 10, 2026. Members of the public expressed concern or opposition to rezoning approximately 79 acres from Z4 and 80 acres from Z1 to Z6-O. Opposition focused on the breadth of Z6-O and uncertainty about future uses, including the potential for high-intensity, industrial-scale development and 24/7 operations near established neighborhoods. Residents stated the proposed buffer is insufficient and noted that development (including solar generation facilities) could extend to the buffer line, prompting requests for enforceable safeguards (expanded screening/green space, noise and lighting limits, restrictions on access points, and limits on heavy truck traffic). Speakers also emphasized existing drainage and flooding issues and concerns that additional impervious surface could increase runoff, have negative downstream impacts, and affect groundwater conditions. Additional concerns included traffic and safety impacts, bus route impacts, fire protection needs, skepticism about community cost-benefit, and requests for written assurances and clearer explanations of permitted and accessory uses.

The Planning and Zoning Commission voted unanimously (7-0) to recommend approval of the rezoning request subject to the conditions of a Zoning Agreement, along with the RCK Properties, LLC rezoning request for the

adjacent 223.44 acres (which is a separate item on the Council's agenda). Staff concurs.

On March 3, 2026, the City Council held a public hearing on the requested rezoning. Prior to the hearing, the applicants submitted a revised Zoning Agreement. This agreement differed from the original Zoning Agreement in two areas: it increases the buffer zone from residentially zoned property from 500 feet to 1,000 feet, within which no buildings would be allowed. It also prohibits several intensive manufacturing uses that would otherwise be allowed in the Z6-O District. An identical agreement was also submitted with the adjacent RCK Properties rezoning. The Zoning Agreement is described in greater detail below.

At the public hearing, Chad Schreck, President and CEO of the North Iowa Corridor Economic Development Corporation, described the background of the two requests, noting that an end user was not yet identified but that there is development interest in all of the remaining land in the South Industrial Park. Several members of the public spoke against the rezoning. Most of the same concerns stated at the Planning and Zoning Public hearing were restated. The possibility of establishing data centers was a major topic, with the participants noting several environmental and economic concerns related to this use. After the close of the hearing, the City Council voted 4-2 to approve the rezoning on first consideration.

Background:

The applicant, Indianhead Farms Incorporated, requests rezoning of four parcels immediately west of US 65/Federal Avenue within the River City Industrial Park area. The property is bordered on the south by 4042 South Federal Avenue (MH Equipment) and the Iowa DOT Region 2 facility, and on the north by two parcels owned by Indianhead Farms but not part of the rezoning request. Approximately 79 acres with frontage on US 65/Federal Avenue are proposed to be rezoned from Z4, Multi-Use District, to Z6-O, Open Industrial District. The remaining approximately 80 acres are proposed to be rezoned from Z1, Agriculture District, to Z6-O, Open Industrial District.

The subject property is east of and adjacent to approximately 223.5 acres to the west owned by RCK Properties, LLC, which is also proposed for rezoning to Z6-O. If both the RCK and Indianhead Farms rezonings are approved, nearly all land south and west of Midland Heights, west of South Federal Avenue, and north of 43rd Street Southwest will be zoned Z6-O.

The property is currently vacant and has historically been used for crop farming. Since annexation into the city in 2005, it has been marketed as the River City South Industrial Park. The long-term intent of the South Industrial Park is to accommodate a full range of industrial uses, including those allowed in the Z6-O, Open Industrial District. The North Iowa Corridor Economic Development Corporation has received requests from industrial developers seeking land suitable for industrial development, including manufacturing, assembly, large-scale warehousing and transfer, and data centers. To develop the land as an industrial park that accommodates this scope of use, a change of zone is required.

Analysis

Neighboring Development and Zoning: Two parcels immediately north of the proposed rezoning area are also owned by Indianhead Farms and will remain zoned Z1 and Z4. Land farther north is zoned Z2, Sub-Urban District, and is developed as the Midland Heights neighborhood of single-family, freestanding houses.

Land to the west is vacant and used for crop farming. Of the two quarter sections to the west, the northern abutting quarter section is zoned Z1, Agriculture (and is proposed for rezoning to Z6-O as part of the RCK rezoning noted above), and the southern adjoining quarter section is already zoned Z6-O.

Land to the south includes farmland, the MH Equipment crane dealership along South Federal Avenue, and the Iowa Department of Transportation Region 2 facility. The western half of the land to the south is zoned Z1, and the eastern half is zoned Z4.

Land to the east, across US 65/South Federal Avenue, is zoned Z4 and is developed with a range of uses, including single-family homes and farm dwellings, lodging, automotive service, and light industrial functions.

Current Zoning: The Form and Function Table (Section 12-8-3) lists the forms and functions allowed in each zoning district.

Z4, Multi-Use District: Z4 permits a mix of housing types (including single-family homes, duplexes, townhomes, group dwellings, and apartment buildings limited to three (3) stories) and some low-intensity retail and commercial uses. The stated purpose of Z4 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 and planned in a walkable arrangement with parks, interconnected and landscaped sidewalks, streets and parking facilities" (Section 12-12-1). While Z4 may allow certain low-intensity functions sometimes found near industrial areas, it does not permit typical industrial park functions by right and is not suitable for exclusive industrial park development.

Z1, Agriculture District: Z1 permits agricultural functions, freestanding houses and farm dwellings, and very limited, low-intensity commercial uses. The stated purpose of Z1 is "to provide areas in which agriculture and related uses are supported and natural ecosystems, woodlands, wetlands, prairies, etc., are preserved to prevent soil erosion, protect water quality, and support biodiversity and natural habitats" (Section 12-9-1.A). Areas zoned Z1 within city limits are considered future development areas, provided public utilities can be easily extended; development in this area is therefore anticipated as an extension of existing or planned development.

Rezoning to Z6-O, Open Industrial District: 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).

Section 12-14-7 further provides that "Open industry development consists of large, relatively self-contained and isolated facilities whose potential nuisance or hazard generation from the processing, manufacturing, assembly, storage, and distribution of materials and products is moderately high or higher. Functions that produce emissions of noise, vibration, smoke, dust, or other particulate matter, toxic materials, odor, or glare shall not exceed the standards set by the Iowa Department of Environmental Quality. Storage, distribution, or sale of gas, fuel, or oil shall comply with and be approved by the Fire Chief."

Comprehensive Plan: Iowa law requires rezonings to be in conformance with the jurisdiction's Comprehensive Plan. A map excerpt from the Future Land Use (FLU) Map in the North Iowa Corridor Joint Comprehensive Plan (Amendment #1)

is attached. The City Council adopted Amendment #1 on January 20, 2026, and it covers the area proposed for rezoning.

The FLU map designates the area proposed for rezoning as General Industrial and Utilities, except for a greenbelt strip along South Federal Avenue. Proposed roads provide the major access to the General Industrial lands.

The Joint Comprehensive Plan describes the General Industrial and Utilities designation as follows:

- Areas reserved for larger business and industrial development are essential to North Iowa's economic base, but are not as complementary to standard urban development.
- The designation includes public and semi-public facilities with industrial operating characteristics, such as public utilities, maintenance facilities, and public works yards.
- Uses might include a range of industrial enterprises, including those with significant external effects such as extraction, heavy materials production, and uses with significant outdoor operations.

The forms and functions allowed in the Z6-O, Open Industrial District are consistent with this description. Staff finds the proposed Z6-O rezoning conforms to the amended Comprehensive Plan.

Spot Zoning: Spot zoning occurs when a rezoning benefits only a small area or a limited number of property owners and is in stark contrast to the established surrounding zoning and land use. Spot zoning can be illegal; however, if the rezoning is consistent with the adopted Comprehensive Plan, it may survive a spot zoning challenge. The proposed rezoning to Z6-O is a substantial change relative to existing land use to the north and east, but it is consistent with land to the west, which is already zoned Z6-O as part of the River City Industrial Park. Staff concludes that this proposal is not spot zoning.

Zoning Agreement: Prior to the Planning and Zoning Commission public hearing, the applicant submitted a Zoning Agreement placing restrictions on the use and development of the land proposed for rezoning. Iowa Code allows conditions on rezoning approvals when voluntarily proposed by the applicant and submitted prior to a public hearing. The Planning and Zoning Commission's recommendation was based on the conditions within the Agreement. Prior to

the March 3 public hearing, the applicant submitted a new Zoning Agreement, which should be considered during further deliberations of the City Council.

Under the original Zoning Agreement, in exchange for rezoning approval, the applicant would not allow any structure to be built within 500 feet of the nearest boundary of any property zoned Z2, Sub-Urban, or Z3, General Urban. The new Zoning Agreement increases this distance to 1,000 feet. Within that 1,000-foot buffer, the owner must establish a greenbelt with a minimum width of 25 feet (or 15 feet when a combination of a solid fence and landscaping is provided). The greenbelt "shall include vegetative screening consisting of coniferous and/or deciduous trees and shrubs planted at a density sufficient to provide a year-round visual screen between the industrial use and the Residential Property."

In addition to the increased buffer, the Agreement states that a drainage plan shall be submitted along with the required site plans for development. This plan must ensure that post-development stormwater discharge rates are 10 percent less than pre-development (current) discharge rates. This requirement responds to the concerns raised during the Planning and Zoning Commission meeting about drainage in the area. It ensures that there will be less off-site drainage impact than currently occurs over the agricultural land.

The new Agreement includes a statement regarding noise generated by development on the rezoned property. It states "No function shall be permitted on the Property which creates sound at the nearest Residential Property in excess of 60 db(A) during the hours of 7:00 a.m. to 7:00 p.m. and in excess of 50 db(A) during the hours of 7:01 p.m. to 6:59 a.m." This is slightly more restrictive than the requirements of Section 8-6-5 of City Code, that sets maximum noise levels based on land use.

Within residential areas, City Code allows maximum sound levels of 60 db(A) from 7:00 a.m. to 10:00 p.m. and 50 db(A) between 10:00 p.m. and 7:00 a.m. The Conditional Rezoning Agreement requires the lower noise level beginning at 7:00 p.m. instead of 10:00 p.m. According to the Center for Hearing and Communication, 60 db(A) is equivalent to the volume of normal conversation or a typical office. Combining this requirement with the 1,000 foot buffer, it is very unlikely that there will be significant noise impacts on nearby residences.

Finally, the new Zoning Agreement specifically prohibits certain forms and functions that are otherwise allowed in the Z6-O District. The following forms and functions will not be allowed on the property if the rezoning is approved:

- i. Livestock related intensive uses such as feedlots, stockyards, slaughterhouses, rendering plants, and tanneries.
- ii. Solid waste landfills, waste transfer stations, materials recovery facilities, or waste incinerators.
- iii. Hazardous materials manufacturing or processing; hazardous waste treatment, storage, or disposal facilities.
- iv. Petroleum refining, bulk petroleum/fuel storage terminals, or renewable diesel/biodiesel production/refining facilities.
- v. Asphalt or concrete batch plants.
- vi. Scrap/junk/salvage yards, automotive dismantling, or metal shredding.
- vii. Crematoriums as a principal or accessory use.
- viii. Mining or mineral extraction operations.
- ix. Adult Use.
- x. Utility-Scale Solar Energy Generation Facility. For clarity, "Utility-Scale Solar Energy Generation Facility" means a principal-use solar energy project designed primarily to export electricity off-site (whether by interconnection to a utility grid or by private wire) rather than to serve on-site consumption. This prohibition does not apply to "Active Solar Equipment" installed as an accessory use to serve on-site electrical or thermal load, including rooftop, building-integrated, canopy/carport, or subordinate ground-mounted systems that are incidental and subordinate to the principal permitted use, consistent with Chapter 12, Zoning, of the City Code of the City.

These additional conditions were created in response to concerns raised during the Planning and Zoning Commission public hearing. Staff finds that these commitments will prevent or mitigate potential impacts to surrounding residential uses. The applicant for the adjacent RCK Properties rezoning to Z6-O has submitted a new and nearly identical Zoning Agreement with the same conditions and restrictions proposed for the Indianhead Farms rezoning.

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.

At the Planning and Zoning Commission public hearing, two residents of the Midland Heights neighborhood and one resident who owns land directly to the

south of the property proposed for rezoning spoke in opposition to the rezoning. These comments are summarized in the attached minutes from the February 10, 2026, public hearing. The Planning and Zoning Commission voted unanimously (7-0) to recommend approval.

Since the Planning and Zoning Commission meeting, Staff has received a petition signed by 404 persons opposing the rezoning of both the RCK and Indianhead Farms properties. Iowa Code states, if the owners of 20 percent of the land within 200 feet of the property to be rezoned submit a protest petition, a supermajority vote by the City Council is required to approve the rezoning. In the case of the Indianhead rezoning, the 200-foot buffer barely touches one residential property on the east side of South Federal Avenue. This property does not come close to the 20% ownership threshold (and it is not zoned residential, as it is in the Z4 Multi-Use District). The remainder of the property within 200 feet is either already zoned Z6-O or is part of the RCK rezoning application. Therefore, the supermajority requirement does not apply to this rezoning request.

Budget Impact:

There is no impact to the operating budget resulting from this request. If the rezonings are approved, there will be increased property tax revenue from the development of the properties.

Council Action Requested:

Staff requests that the City Council approve the rezoning requests on second consideration (2nd or FINAL).

Attachments:

1. Map of area to be rezoned
2. Map showing existing zoning
3. Comprehensive Plan map
4. Section 12-8-3, Table 2, Form and Function Table
5. Rezoning Agreement



Ella Phillips
City Planner


Reviewed and Recommend Approval

Indianhead Farms Inc. Rezoning

Z1 and Z4 to Z6-O



Indianhead Farms Inc. Rezoning

Existing Zoning



 Proposed Rezoning
 Mason City Parcels

0 375 750 1,500 Feet

Prepared by: Jacquelyn K. Arthur, Laird Law Firm, P.L.C., 11 4th Street N.E., P.O. Box 1567, Mason City, Iowa 50402-1567, Telephone 641-423-5154, Email jarthur@lairdlawfirm.com

Return to: City of Mason City, Iowa, 10 1st Street N.W., Mason City, Iowa 50401

**ZONING AGREEMENT REGARDING
THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) AND THE
NORTH HALF (N ½) OF THE SOUTHEAST QUARTER (SE ¼) ALL IN SECTION 21,
TOWNSHIP 96 NORTH, RANGE 20 WEST OF THE 5TH P.M., CERRO GORDO
COUNTY, IOWA, EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE
OF IOWA BY WARRANTY DEED FILED AS DOCUMENT NO. 0009296
(Parcel Nos. 07-21-251-001-00, 07-21-276-001-00, 07-21-276-002-00, 07-21-400-001-00 and
07-21-400-002-00; the “Property”)**

1. **PARTIES.** The Parties to this Agreement are:

“Indianhead”	Indianhead Farms, Inc., an Iowa corporation, and
“City”	City of Mason City, Iowa, an Iowa municipal corporation.

2. **BACKGROUND.** Indianhead is the owner of the Property. Owner has filed an application to rezone the Property Z6-O Open Industrial District.

The City is willing to rezone the Property subject to certain conditions and restrictions.

3. **AGREEMENT.** The Parties agree upon affirmative vote of the City Council of the City:

- A. The Property shall be rezoned to Z6-O Open Industrial District from Z1 Agricultural District and Z4 Multi-Use District.
- B. No structure on the Property shall be located within one thousand feet (1,000’) of any Residential Property. Structure means a building including any accessory building. Residential Property means any parcel zoned for residential use, including but not limited to Z2 (Sub-Urban), Z3 (General Urban), or any district in Chapter 12 designated primarily for dwelling units. For clarity, the term “Residential Property” includes both occupied

and unoccupied dwellings. It does not include agricultural structures located in the Z1 Agricultural District unless they contain a dwelling. The one-thousand-foot (1,000') distance shall be measured from the nearest point of any building or enclosed structure on the Property to the nearest boundary line of the Residential Property.

- C. Where the Property lies within one thousand feet (1,000') of Residential Property, a Screening Buffer Area shall be constructed and maintained which meets the following standards:
- i. The green belt planting strip shall not be less than twenty-five feet (25') in width. If a section of the green belt includes a combination of solid fence and landscaping, the width can be reduced to fifteen feet (15'). The fence must be opaque, either wood or masonry, or a combination.
 - ii. The Screening Buffer Area shall include vegetative screening consisting of coniferous and/or deciduous trees and shrubs planted at a density sufficient to provide a year-round visual screen between the industrial use and the Residential Property.
 - iii. All plant materials must comply with the City's required landscaping and screening ordinance.
 - iv. "Screening" is defined as a continuous visual buffer designed to block direct line-of-sight between industrial uses and residential property through use of vegetation, fencing, or a combination thereof, consistent with the City's required fencing and required landscaping and screening standards in Chapter 12-16.
- D. Any site plans submitted for development must comply with the one-thousand-foot (1,000') residential setback and the Screening Buffer Area requirements, and all applicable provisions of the Z6-O Open Industrial District (or other applicable zoning district), including development review requirements found in Chapter 12-7.
- E. A drainage report and/or plan prepared at owner's expense must be submitted with the site plans for any development "Drainage Plan"). The Drainage Plan must be prepared by a drainage engineer licensed in the State of Iowa and contain a drainage plan for the portion of the Property subject to the development and the proposed improvements. The Drainage Plan shall be in compliance with all local, state and federal regulations regarding drainage. The Drainage Plan shall provide detention/retention and flow controls such that post-development discharge rates during 100-year storm events show a 10% reduction from pre-development rates for 100-year storm events. The plan shall address known downstream constraints and include mitigation

measures (e.g., on-site detention, controlled release, green infrastructure) to improve existing localized flooding.

F. Any site plans submitted for development must show access to the Property subject to development from South Pierce Avenue, 43rd Street S.W. or South Federal Avenue only.

G. No function shall be permitted on the Property which creates sound at the nearest Residential Property in excess of 65 db(A) during the hours of 7:00 a.m. to 7:00 p.m. and in excess of 55 db(A) during the hours of 7:01 p.m. to 6:59 a.m.

H. The following functions shall be prohibited on the Property:

- i. Livestock related intensive uses such as feedlots, stockyards, slaughterhouses, rendering plants, and tanneries.
- ii. Solid waste landfills, waste transfer stations, materials recovery facilities, or waste incinerators.
- iii. Hazardous materials manufacturing or processing; hazardous waste treatment, storage, or disposal facilities.
- iv. Petroleum refining, bulk petroleum/fuel storage terminals, or renewable diesel/biodiesel production/refining facilities.
- v. Asphalt or concrete batch plants.
- vi. Scrap/junk/salvage yards, automotive dismantling, or metal shredding.
- vii. Crematoriums as a principal or accessory use.
- viii. Mining or mineral extraction operations.
- ix. Adult Use.
- x. Utility-Scale Solar Energy Generation Facility. For clarity, "Utility-Scale Solar Energy Generation Facility" means a principal-use solar energy project designed primarily to export electricity off-site (whether by interconnection to a utility grid or by private wire) rather than to serve on-site consumption. This prohibition does not apply to "Active Solar Equipment" installed as an accessory use to serve on-site electrical or thermal load, including rooftop, building-integrated, canopy/carport, or subordinate ground-mounted systems that are incidental and subordinate to the principal permitted use, consistent with Chapter 12, Zoning, of the City Code of the City.

4. **OTHER ORDINANCE REQUIREMENTS NOT AFFECTED.** Nothing in this Agreement shall be construed to supersede or overrule any requirement in the City Code of the City, including all requirements of the Z6-O Open Industrial District, development review, and/or subdivision regulations. This Agreement shall not be used or construed to grant any variance to the requirements of Chapter 12, Zoning, of the City Code of the City.

5. **BINDING EFFECT.** The requirements and terms of this Agreement shall be binding upon Indianhead and all subsequent owners, successors and assigns with respect to the property described herein.

6. **EXECUTION.** This Agreement is executed on separate signature pages which also contain the notary acknowledgments.

[https://heinylaw.sharepoint.com/sites/Arthur/Real Estate/zoning/zone/indianheadfarms.2-24-26-2nd.docx](https://heinylaw.sharepoint.com/sites/Arthur/Real%20Estate/zoning/zone/indianheadfarms.2-24-26-2nd.docx)

SIGNATURE PAGE
OF
INDIANHEAD FARMS, INC.
TO
ZONING AGREEMENT
REGARDING

**THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) AND THE
NORTH HALF (N ½) OF THE SOUTHEAST QUARTER (SE ¼) ALL IN SECTION 21,
TOWNSHIP 96 NORTH, RANGE 20 WEST OF THE 5TH P.M., CERRO GORDO
COUNTY, IOWA, EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE
OF IOWA BY WARRANTY DEED FILED AS DOCUMENT NO. 0009296**

(Parcel Nos. 07-21-251-001-00, 07-21-276-001-00, 07-21-276-002-00, 07-21-400-001-00 and
07-21-400-002-00) (the "Property")

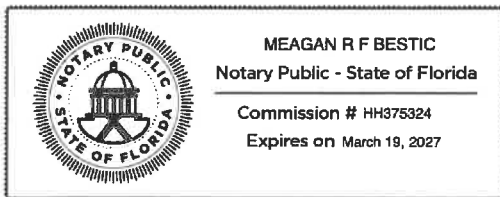
"Indianhead"

Indianhead Farms, Inc.

By: Charles MacNider Date: 03/02/2026
Charles H. MacNider, President

Florida Charlotte
STATE OF ~~XXXX, CERRO GORDO~~ COUNTY, ss:

On this 2nd day of March, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **Charles H. MacNider**, to me personally known, who, being by me duly sworn, did say that he is the President of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that said **Charles H. MacNider**, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed. Charles MacNider provided a drivers license as identification



Meagan R F Bestic
Notary Public in and for said State
Meagan R F Bestic

Notarized remotely online using communication technology via Proof.

**SIGNATURE PAGE
OF
CITY OF MASON CITY, IOWA
TO
ZONING AGREEMENT
REGARDING**

**THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) AND THE
NORTH HALF (N ½) OF THE SOUTHEAST QUARTER (SE ¼) ALL IN SECTION 21,
TOWNSHIP 96 NORTH, RANGE 20 WEST OF THE 5TH P.M., CERRO GORDO
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07-21-400-002-00) (the “Property”)**

“City”

City of Mason City, Iowa

By: _____ Date: _____
John Lee, Mayor

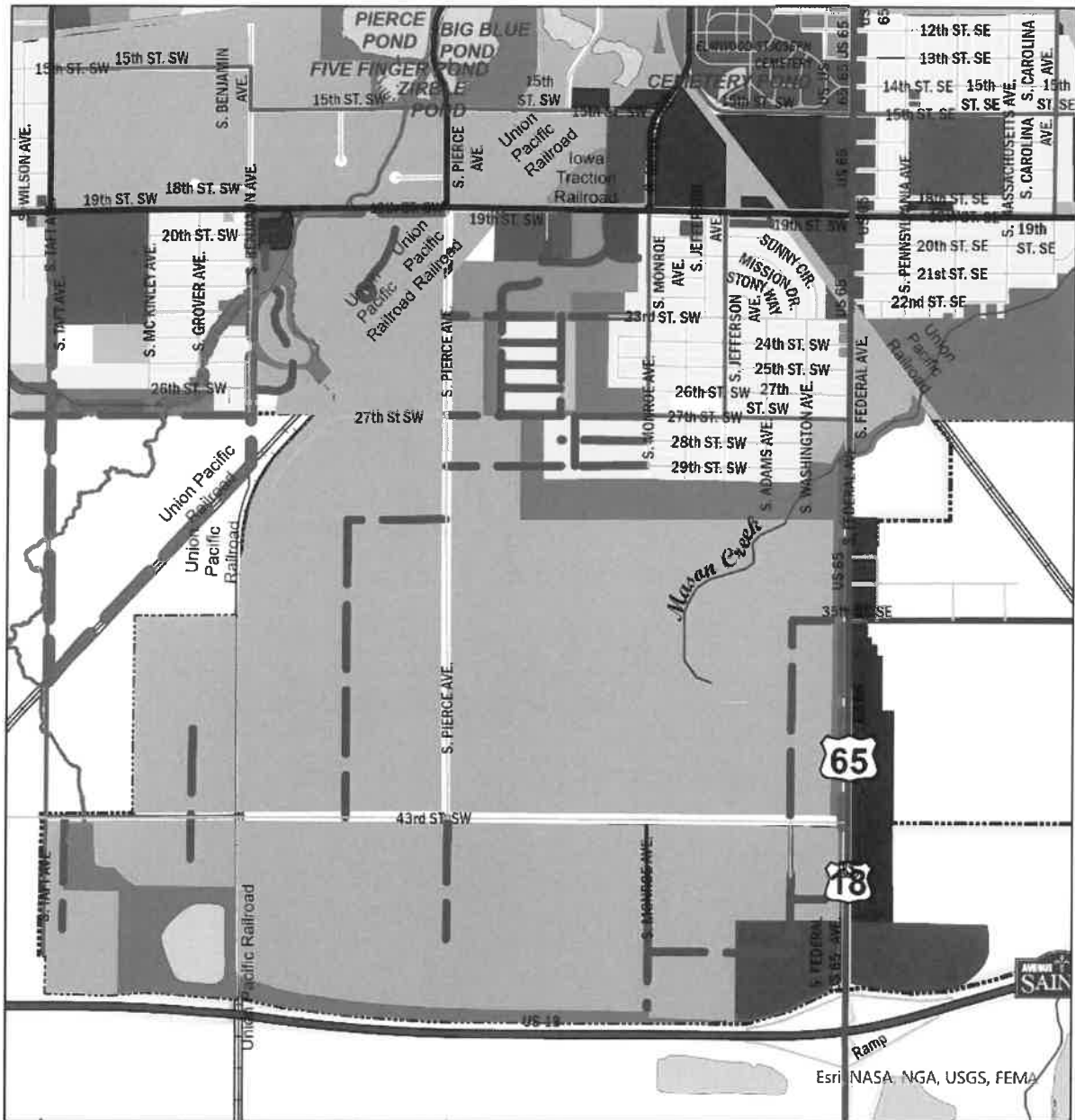
By: _____ Date: _____
Aaron Burnett, City Clerk

STATE OF IOWA, COUNTY OF CERRO GORDO, ss:

On this _____ day of _____, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared John Lee and Aaron Burnett, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Mason City Iowa, an Iowa municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in Resolution No. _____ adopted by the City Council on the _____ day of _____, 2026; and that John Lee and Aaron Burnett acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public in and for said State

SOUTH INDUSTRIAL PARK - AMENDMENT #1



- | | |
|------------------------------------|----------------------------------|
| Low Intensity | General Industrial and Utilities |
| Medium Intensity | Rural Estate |
| High Intensity | Public/Semi-Public |
| Commercial Mixed Use | Park/Recreational/Greenway |
| Mixed Business | Downtown |
| --- Comprehensive Plan Trails 2026 | |
| --- Comprehensive Plan Roads 2026 | |

**12-8-3 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 unit	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 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	
Agritourism	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	P	C	P	

ORDINANCE NO. 26 –

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 Z4 MULTI-USE DISTRICT TO Z6 OPEN INDUSTRIAL DISTRICT (79 ACRES) AND FROM Z1 AGRICULTURAL DISTRICT TO Z6-O OPEN INDUSTRIAL DISTRICT (80 ACRES) ALL SUBJECT TO THE TERMS OF THE ZONING AGREEMENT

WHEREAS, the Planning and Zoning Commission of the City of Mason City, Iowa, after a public hearing held on February 10, 2026, recommended approval of a change of zone classification of a certain areas hereinafter described, subject to the terms of the Zoning Agreement, and

WHEREAS, the City Council of the City of Mason City, Iowa, did hold a public hearing on the 3rd day of March, 2026.

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 subject to the terms of the Zoning Agreement from Z4 Multi-Use District to Z6 Open Industrial District (79 acres) and from Z1 Agricultural District to Z6-O Open Industrial District (80 acres) legally described as follows:

Legal Description:

THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE ¼) AND THE NORTH HALF (N ½) OF THE SOUTHEAST QUARTER (SE ¼) ALL IN SECTION 21, TOWNSHIP 96 NORTH, RANGE 20 WEST OF THE 5TH P.M., CERRO GORDO COUNTY, IOWA, EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF IOWA BY WARRANTY DEED FILED AS DOCUMENT NO. 0009296

(Parcel Nos. 07-21-251-001-00, 07-21-276-001-00, 07-21-276-002-00, 07-21-400-001-00 and 07-21-400-002-00)

Section 2: That approval of the change of zone shall be subject to the conditions outlined in the Zoning Agreement.

Section 3: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 4: 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 5: 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 , 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

1st Consideration: March 3, 2026
2nd Consideration: March 17, 2026
3rd Consideration: