

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

May 19, 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. Visit Mason City Yearly Update

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 three minutes.

2. CITY ADMINISTRATOR’S MONTHLY REPORT

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

3. MINUTES – Regular and Worksession Minutes of May 5, 2026

4. CLAIMS dated May 7 and 14, 2026

5. PERMITS

6. Mayor recommending approval
Appoint Michael Lillquist to the Mason City Housing Authority
7. Administrator recommending approval
Appoint/hire Timothy Hitchcock as Engineering Aide at \$29.08/hour
8. Administrator recommending approval
Reso. levying assessments for charges on certain properties and the certification of same to the County Treasurer for collection with property taxes
9. Administrator recommending approval
Reso. approving the contract and bond for the construction of “Mason City Water Reclamation Facility Improvements”
10. Administrator recommending approval
Reso. naming depositories for the City of Mason City, Iowa
11. Administrator recommending approval
Reso. fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$43,000,000
12. Administrator recommending approval
Reso. approving Amendment No. 2 to the professional services agreement with Short Elliott Hendrickson, Inc. for additional services related to the FEMA Stormwater flood mitigation study
13. Administrator recommending approval
Reso. approving and authorizing execution of a Predesign Agreement with the IDOT for the Highway 122 West Project
14. Administrator recommending approval
 - a. **Reso.** award of contract to WHKS & Co. for professional services related to the IA 122 West – Corridor Improvement Project
 - b. **Reso.** approving Amendment No. 1 to the professional services agreement with WHKS & Co. for professional services related to the IA 122 West – Corridor Improvement Project
15. Administrator recommending approval
Reso. adopting the revised Personnel Policy Manual for the City of Mason City, Iowa
16. Administrator recommending approval
 - a. **Reso.** support for a Workforce Housing Tax Credit application being filed IEDA authority by Talon Development.

b. **Reso.** support for a Workforce Housing Tax Credit application being filed with the IEDA by Rye Construction Company

17. Administrator recommending approval
Reso. authorizing approval of Amendment No. 1 related to the forgivable loan to Zayn Properties, LLC for the rehabilitation of 1323 North Federal Avenue in conjunction with the Corridor Revitalization Loan

PUBLIC HEARING –

18. Administrator recommending approval
Reso. taking additional action on proposal to enter into a General Obligation Urban Renewal Loan Agreement
19. Administrator recommending approval
Reso. to declare necessity and establish an Urban Renewal Area, pursuant to Section 403.4 of the Code of Iowa and approve Urban Renewal Plan Amendment No. 13 for the Expanded Mason City Unified Urban Renewal Area
20. Administrator recommending approval
Reso. amending the budget (Amendment #2) for Fiscal Year Ending June 30, 2026
21. Administrator recommending approval
Reso. authorizing conveyance and issuance of Quit Claim Deed of previously vacated public property to Sandra K. Whitt, Trustee of the Sandra K. Whitt Revocable Trust located in 10-96-20

ACTION ITEM –

22. Administrator recommending approval
- a. **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 Z2 Sub-Urban District (17.7 acres) to Z3 General Urban District subject to the terms of the Zoning Agreement (FINAL)
 - b. **Reso** authorizing approval and execution of a Zoning Agreement between the City of Mason City and
 - c. **Reso.** support for a workforce housing tax credit application being filed with the Iowa Economic Development Authority by Legacy Golf Course at the Nineteen LLC
23. 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 Z7-1 Specific Use District/Mercy Medical Center to Z3 General Urban District for property generally located West of North Eisenhower Avenue, North of

MercyOne West Campus and the Willows Independent Living Complex and East of Willow Creek (approximately 33.58 acres) (2nd or FINAL)

24. Administrator recommending approval
Ord. amending the City Code, by amending Title 4, Chapter 1 “Nuisances”, repealing and replacing Title 6, Chapter 1, Section 9, “Repairs of Service Lines”, and amending Title 6, Chapter 1 “Public Utilities” by adding a new Section 22, “Lead Service Line Replacement” (1st, 2nd or FINAL)
25. Administrator recommending approval
Ord. amending the City Code, by repealing Title 4: “Health and Sanitation”, Chapter 1: “Nuisances”, Section 1: “Definitions” in its entirety and adopting a new Section 1 in lieu thereof (1st, 2nd or FINAL)
26. Administrator recommending approval
Reso. accepting work and ordering payment for construction of the “Willow Creek Riverwalk Project

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

May 5, 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 May 5, 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, Jaszewski, Hines, Symonds. Absent: None.

ADOPT AGENDA

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

On roll call, the vote was as follows:

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

SPECIAL ITEMS

The Mayor proclaimed Friday, May 8, 2026, as "Provider Appreciation Day"; May 25, 2026, as "Memorial Day"; and the month of May as "Historic Preservation Month".

Ms. Urdahl announced the Best in Preservation Award was awarded to Tricia Sandahl.

PUBLIC FORUM

The Mayor asked if there were any comments.

There being no comments, the Public Forum was closed.

CONSENT ITEMS

The following Consent Agenda Items were Approved/Adopted:

4. **Minutes:** Regular Minutes of April 21, 2026, were presented.
5. **Claims:** Dated April 23 and 30, 2026, in the amount of \$761,663.23
6. **Permits:**

City Administrator:

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

Hy-Vee Drug Store

Class E Retail Liquor

875 4th Street SW

Hampton Inn
2111 4th Street S.W.

Class C Retail Alcohol

Main Street Mason City of Mason City
13 N Federal Avenue

Special Class C Retail Alcohol

7. March Financial Report:

Finance Director:

Attached are reports for the City's financial condition and budgetary performance, updated through March 31, 2026. With 75.00% of the year completed, we are at 67.23% of revenues and 71.64% of expenditures in the General Fund. Last year at this time, we were at 68.39% of revenues and 69.30% of expenditures. Departmental expenditure control continues to be good; these numbers primarily reflect the timing in the property tax cycle and the year-over-year budget tightening that we have continued for the past several years. In the General Fund, we are running \$1,200,333 behind in revenues; this is almost entirely due to the point we are in the property tax cycle, as significant revenues do not start to come in until April. We are now running \$521,808 behind in general expenditures, which is slightly better than February. We are now running behind in revenues for Recreation, Library, Museum, Airport, and Cemetery, due to property tax cycle timing. Transit is now running ahead of budget due to receipt of grant revenues. We are below budgeted pace in expenditures for Library, Museum, and Cemetery. Recreation is slightly above budgeted pace due to grounds maintenance expenses. Airport is above pace for expenditures, but this is solely due to an increase in property insurance and the timing of that payment. Transit is well under for expenditures, primarily because we have budgeted bus purchases (these are 85% Federal grant-funded) and we have not yet purchased those buses. We are sitting okay in Road Use Tax and the Enterprise Funds generally. We have dipped below budget pace in Road Use but are much further under budget for expenditures. Water is under on revenues but much further under on expenditures. Sewer is ahead in revenues and below budget on expenditures. Golf, Ambulance, Arena, and Mall are running under budget on revenues. Golf, Arena, and Mall are running ahead of budget on expenditures, while Ambulance is running well below budget on expenditures. We are still running ahead for the fiscal year for LOSST with \$5,048,572.25 received versus a budgetary need of \$4,950,000, but this gap has narrowed in recent months. Last year at this time, we had received \$5,010,737.73, so the trend has flattened out somewhat. We are now just slightly below budget in Hotel/Motel Tax for the year at \$607,229.77 in revenue versus a budgetary need of \$607,500. Last year at this time we had received \$615,718.36 from this source. In an overall sense, we have \$52,052,500.98 in the City treasury at March 31, as compared to \$50,500,484.53 one year ago at this time.

8. Appoint/hire Heavy Equipment Operator:

Public Works Director:

Staff respectfully request that the City Council approves the hire of John Barlow for the position of Heavy Equipment Operator in the Streets Division of the Operations and Maintenance Department at the May 5, 2026, Council Meeting. Due to the departure of

Robbie Wilcox, the Streets Department requests the hire of John Barlow to the Heavy Equipment Operator position. Heavy Equipment Operator (Street) position for the City of Mason City involves performing semi-skilled and skilled maintenance work and operating a variety of light and medium construction and power equipment for the construction, operation, repair, and maintenance of City infrastructure. This position is included in the Operating Budget. Staff request City Council approval to hire John Barlow for the position of Heavy Equipment Operator (Streets) at the May 5, 2026, Council Meeting at \$31.13 per hour.

9. Certify Charges to County Treasurer:

Administrator:

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

Reso. 26-100:

Resolution No. 26-100, levying assessments for charges on certain properties and the certification of same to the County Treasurer for collection with property taxes, was presented.

10. Certify Tree Removal Charges to County Treasurer:

Administrator:

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. 26-101:

Resolution No. 26-101, levying special assessment for tree removal charges on certain properties and the certification of same to the County Treasurer for collection with property taxes, was presented.

11. Contract & Bond - "19th Street SW HMA Resurfacing & Milling":

Finance Director:

We recommend the City Council approve the form of contracts and bonds with Heartland Asphalt, Inc. of Mason City for the 19th Street SW Improvements Project. WHKS and the Mason City Engineering Department received bids on Tuesday, April 14, 2026, for the 19th Street SW Improvements Project. The bids were presented to and acted on by the City Council on April 21, 2026. The award of contract was approved to the low bid contractor, Heartland Asphalt, in the amount of \$1,765,218.08. Council action on approval of the form of contract and bonds is now required before the contractor may begin working on the project. 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 was \$1,613,473.19 as revised, but staff has developed a plan to allow the project to proceed with the higher-than-anticipated bid amount. The project is included in the FY27 budget, with funding from G.O. bonds, water, and sewer revenues. We respectfully request the City Council approve the contract and bonds with Heartland Asphalt, Inc. of Mason City for the 19th Street SW Improvements Project.

Reso. 26-102:

Resolution No. 26-102, approving contract and bonds for the "19th Street SW HMA Resurfacing with Milling", was presented.

12. Contract & Bond – "Downtown Pedestrian Ramp Compliance Program 26-1003":

Finance Director:

We recommend the City Council approve the form of contracts and bonds with Larry Elwood Concrete, Inc. of Mason City, Iowa for the 2026 Downtown Pedestrian Ramp Compliance Program. The Mason City Engineering Department received bids on Tuesday, April 7, 2026, for the 2026 Downtown Pedestrian Ramp Compliance Program. The bids were presented to and acted on by the City Council on April 21, 2026. The award of contract was approved to the low bid contractor, Larry Elwood Concrete, Inc. of Mason City, Iowa in the amount of \$82,363.00. Council action on approval of the form of contract and bonds is now required before the contractor may begin working on the project. 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 contract amount is \$82,363.00. The project is included in the FY27 budget in the amount of \$100,000. The source of funding is Road Use Tax. Following the public hearing and accepting the bid, we respectfully request the City Council's approval of these items and approve the contract and bonds with Larry Elwood Concrete, Inc. of Mason City, Iowa for the 2026 Downtown Pedestrian Ramp Compliance Program.

Reso. 26-103:

Resolution No. 26-103, approving contract and bonds for the "Downtown Pedestrian Ramp Compliance Program Project No. 26-1003", was presented.

13. Amend No. 1 – 12th Street NW Trail and Intersection Improvements:

Finance Director:

We recommend the City Council approve Professional Services Agreement #1 with WHKS & Co. for 12th Street NW trail and turn lane improvements. We are currently working on design of an intersection improvement at North Pierce Avenue and 12th Street NW. As part of a program of safety and other enhancements in that corridor, we have identified a trail and turn lane project adjacent to the AADG, Inc. property (Curries). As part of this effort, we need the assistance of WHKS to facilitate the voluntary special assessment process, which will encompass \$2,500 in fees. We also recommend utilizing their assistance for construction administration and observation in the amount of \$18,750 in additional cost. The total recommended amendment is \$21,250. These expenses would

be covered by funds already budgeted for the Pierce & 12th NW intersection project. We were able to identify additional grant funds for that project that had not been anticipated, so have room in our locally pledged funds to provide for these improvements as well. We respectfully request that the City Council approve the Professional Services Agreement Amendment #1 for 12th Street NW trail and turn lane improvements with WHKS & Co.

Reso. 26-104:

Resolution No. 26-104, approving Amendment No. 1 with WHKS & Co. for professional services related to the 12th Street NW Trail and Intersection Improvements, was presented.

14. Amend No. 2 – 19th Street SW Improvements:

Finance Director:

We recommend that the City Council approve Professional Services Agreement Amendment #2 with WHKS for the 19th Street SW Improvements. As part of the 19th Street SW project, we asked WHKS to perform additional services to develop the speed study recommendations that were first presented to Council at the April 7 meeting and are on the May 5 agenda for approval on 3rd reading. The cost of these professional services is \$3,800. We also recommend an amendment to our agreement in the additional amount of \$50,600 for construction administration and observation services now that the contract has been awarded to Heartland Asphalt and construction is expected to begin soon. The total recommended agreement amendment is \$54,400. The project is budgeted from a combination of G.O. bonds, water, and sewer funds. We respectfully request that the City Council approves the Professional Services Agreement Amendment #2 with WHKS & Co. in the amount of not-to-exceed \$54,400.

Reso. 26-105:

Resolution No. 26-105, approving Amendment No. 2 with WHKS & Co. for professional services related to the “19th Street SW Improvements” project, was presented.

15. 12th Street NW Turn Lane Special Assessment:

Finance Director:

We recommend the City Council approve a variety of procedural matters related to voluntary special assessment of the 12th Street NW turn lane improvements. As Council is aware, we have been working on design of an intersection improvement at North Pierce Avenue and 12th Street NW. As part of a program of safety and other enhancements in that corridor, we have identified a turn lane project adjacent to the AADG, Inc. property (Curries). The property owner has petitioned the City for special assessment for those improvements, and we are ready to proceed with a variety of matters under the voluntary special assessment procedures outlined in Iowa Code 384.41 and related sections. This section of the code is very specific in the required steps to allow for special assessment of public improvements. The steps recommended at this meeting in a series of 4 resolutions are described as follows:

1) Preliminary Resolution: this is the first step in the assessment procedure. It acknowledges the petition for voluntary assessments, outlines the reasons for the project, and provides direction for the next steps. In the case of an involuntary assessment, this is typical-

ly followed by a lengthy notification period and a public hearing, but this has been waived due to the voluntary nature of this process.

2) Adoption of preliminary plans, specifications, plat, schedule, and estimate of cost. This resolution is a vehicle for receiving and adopting the Preliminary Assessment Plat & Schedule prepared by WHKS for the project.

3) Resolution of Necessity: In a non-voluntary procedure, this is preceded by multiple public notices and notices to affected property owners. Because the petitioner has waived these rights and the hearing, we are fine to proceed with the Council's authorization of the project. This resolution takes a $\frac{3}{4}$ majority of the Council to adopt (i.e., at least 5 affirmative votes).

4) Resolution Providing for a Notice of Hearing & Letting: This is a standard construction project resolution sending the project to bid and setting the date for a hearing on the plans & specifications, etc.

The project is budgeted, and the special assessment amount was anticipated to defray the project costs. We respectfully request that the City Council approve the 4 resolutions referenced for the 12th Street NW Turn Lane Improvements Project.

Reso. 26-106:

Resolution No. 26-106, preliminary resolution for construction of the 2026 12th Street NW Turn Lane Improvements Project.

Reso. 26-107:

Resolution No. 26-107, approving and adopting preliminary plans, specifications, plat, schedule and estimate for the 2026 12th Street NW Turn Lane Improvements, was presented.

Reso. 26-108:

Resolution No. 26-108, resolution of necessity for 2026 12th Street NW Turn Lane Improvements project, was presented.

Reso. 26-109:

Resolution No. 26-109, resolution to provide for a notice of hearing and letting on proposed plans, specifications, form of contract and estimate of cost for the 2026 12th Street NW Turn Lane Improvements Project, and taking of bids, was presented.

16. Setting Date of Hearing on Amending the FY budget ending June 30, 2026:

Finance Director:

Authorize publication of notice of hearing for amendments to the City's adopted budget for FY26. The City adopts a budget by April 30 of each year that runs from July 1 of that year through June 30 of the following year. Inevitably, many items work out differently than was planned at budget time, particularly given uncertainties such as the lead times on ordering equipment or the timing of completion of particular capital projects. Additionally, new opportunities arise in the period between adoption of the budget for the next fiscal year and completion of that year. Under Iowa law (Iowa Code 384.18) the City

must amend its budget to include any unplanned expenditures, regardless of whether new revenues exist to cover those costs. In order to amend the budget, the Council must first approve the publication of a hearing notice, which follows the same guidelines as the annual budget (publication not less than 10 nor more than 20 days before the hearing). We recommend that the hearing be held at the regular City Council meeting on May 19 and have secured publication of the notice on May 7. The recommended amendment has a \$3.1 million impact on budgeted expenditures and transfers out, with \$5.1 million in offsetting revenue. Of this expenditure amount, roughly \$1.9 million is related to carryover & authorized capital projects. The amendment actually adds over \$1.9 million to the City's bottom line versus the current budget, because grant revenues from Destination Iowa and the FEMA Stormwater grants are being amended in. Roughly \$2.6 million of the proposed amendment expenditures were previously approved. The projects & purchases that need your approval following the hearing on the 19th amount to \$488,903.36, which is somewhat less than usual, and does include \$242,404.10 in offsetting revenue. Notes on the reasoning for each item are included in the attachment, but I will further explain some of the main items:

- 1) Arena Contractual- we propose 2 amendments in the total amount of \$115,000 for Multipurpose Arena contractual services for scheduled events and for building maintenance costs related to HVAC issues.
- 2) Streets (Road Use)- we propose 3 amendments in the total amount of \$89,000 for a new phone system, higher than expected equipment maintenance costs, and higher than expected contract snow and mowing expenditures.
- 3) Southbridge Mall- we propose 2 amendments in the total amount of \$65,957.91 for various maintenance expenses including HVAC, door replacement, etc..
- 4) Police- we propose 4 amendments in the total amount of \$64,011.93 for 2 items moved at my request from the FY27 CIP to the current operating budget (rifle optics and ultrasonic gun cleaner), phone software, and for an unanticipated need to replace a fuel tank. These expenditures have offsetting revenue attributable to the PD of \$32,036.18.

I believe these amendments are justified and manageable for the City budget. The City remains in strong financial condition. The overall effect of the amendment is an improvement of \$1.9 million in reserves versus the FY26 budget as amended last in December. Approve resolution setting public hearing on FY26 Budget Amendment #2 for May 19, 2026 at 7 PM and authorizing publication of the same.

Reso. 26-110:

Resolution No. 26-110, setting date of hearing on amending the current fiscal year budget ending June 30, 2026 (Budget Amendment #2) for the city of Mason City, Iowa, was presented.

17. Order Hearing – Conveyance of Vacated Alley:

Finance Director:

Staff recommends approval of the Resolution setting a public hearing for May 19, 2026, at 7:00 PM in the Mason City Room of the Mason City Public Library, 225 2nd Street

SW, to consider conveyance of an unused alley right-of-way to Sandra K. Whitt, Trustee of the Sandra K. Whitt Revocable Trust. Sandra Whitt, through a trust in her name, owns a parcel on the west side of North Kentucky Avenue, just north of the 5-way stop at East State, North Kentucky, and Maple Drive. The buildings on this site have been vacant for some time. The driveway from North Kentucky Avenue provides access to the parking area for these buildings, as well as rear parking lots for the Edward Jones office at 956 East State Street and the Nettleton Dental offices at 946 East State Street. At some point in the past, this driveway was located within a 22-foot-wide alley right-of-way, which was vacated by the City in 1961. We have been unable to find a plat dedicating this alley, but it is shown as vacated on a survey of this area recorded in 2002. A title search of the property has revealed that most of the south 11 feet of this alley was conveyed to the adjoining property owners in 1965 and 1978, but the north 11 feet and a small 22-foot wide portion at the west end was never conveyed. Cerro Gordo County combined the unconveyed portion with the parcel at 20 North Kentucky Avenue over 20 years ago. Since the unconveyed alley right-of-way does not show separately on the County maps and records, the City was unaware that the property had never been conveyed. Based on this combination, the owner of 20 North Kentucky Avenue has treated it as part of her property and has paid taxes on it. The owner of 20 North Kentucky Avenue has requested that the City finally and officially convey the alley so that there is clear title for the entire parcel. There are no utilities within this property and there is no public need for it. The owner of 20 North Kentucky Avenue has executed an Easement Agreement that protects 946 and 956 East State Street's access to their rear parking areas. A quitclaim deed has been drafted to transfer the property to the Whitt Trust. Staff recommends that the alley right-of-way be conveyed to the Sandra K. Whitt Revocable Trust, owner at 20 North Kentucky Avenue. Because the City has been receiving tax revenue for the unconveyed ROW for over 20 years, the City does not need to set a purchase price. The property will be conveyed without cost to the Whitt Trust. There is no impact to the budget resulting from this conveyance. Staff recommends approval of the Resolution setting a public hearing for May 19, 2026, at 7:00 PM to consider conveyance of an unused alley right-of-way to Sandra K. Whitt, Trustee of the Sandra K. Whitt Revocable Trust. Upon closing the public hearing, Staff recommends approval of the recommendation.

Reso. 26-111:

Resolution No. 26-111, proposing conveyance and issuance of a Quit Claim Deed to Sandra K. Whitt, Trustee of the Sandra K. Whitt Revocable Trust of previously vacated public property (alley) and calling for a public hearing on the proposed conveyance, was presented.

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

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

PUBLIC HEARING

18. Urban Renewal Plan Amendment No. 9:

Finance Director:

Staff respectfully recommends that the City Council hold a public hearing and then consider the adoption of Amendment #9 to the Downtown Reinvestment Urban Renewal Plan. The City Council created the Downtown Reinvestment Urban Renewal Area (URA) in 2015. The area has been amended numerous times over the intervening years, most notably to facilitate the River City Renaissance effort including the multi-purpose arena, performing arts pavilion, and new downtown hotel. It is recommended that the URA plan be amended further to facilitate two projects included in the City's CIP planning, and portions of which are included in the proposed 2026 G.O. bond issuance: 1) Southbridge Mall redevelopment; and 2) Mohawk Square redevelopment. The plan is being amended to include a not-to-exceed number for each of these initiatives, understanding they may be completed over a number of years and subject to construction price inflation not reflected in current estimates. The portions of this authority actually included in the proposed 2026 G.O. bond issuances are \$3.5 million for Mall items including whiteboxing of the former Younker's space and replacement of a portion of the parking lot, along with \$1 million for grant match for remediation and redevelopment of Mohawk Square. 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 April 20, 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. Neither entity attended the consultation meeting and no written comments were received. Other than the legal costs of preparing the plan and proceedings, there is no immediate impact to the budget; as discussed above, the project costs anticipated for FY27 have been properly included in the CIP and proposed FY27 budget. Staff respectfully recommends following public hearing, the Council consider adoption of Amendment #9 to the Downtown Reinvestment Urban Renewal Plan.

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 Latham and seconded by Jaszewski that Resolution No. 26-112, be adopted.

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

Reso. 26-112(ADOPTED):

Resolution No. 26-112, approve Urban Renewal Plan Amendment No. 9 for the Mason City Downtown Reinvestment Urban Renewal Area, was presented.

On roll call, the vote was as follows:

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

19. Urban Renewal Plan Amendment No. 12:

Finance Director:

Staff respectfully recommends that the City Council hold a public hearing and then consider the adoption of Amendment #12 to the Mason City Unified Urban Renewal Plan. The City Council created the Mason City Unified Urban Renewal Area (URA) in 2001. The area has been amended numerous times to facilitate projects such as industrial TIF rebate agreements and City infrastructure projects. It is recommended that the URA plan be amended further to facilitate the 19th Street SW Improvements Project, which is planned to take place in Summer 2026 and is included in the FY27 budget and proposed 2026 G.O. bond issuance. This important 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. 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 April 20, 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. Neither entity attended the consultation meeting and no written comments were received. Other than the legal costs of preparing the plan and proceedings, there is no immediate impact to the budget; as discussed above, the project costs anticipated for FY27 have been properly included in the CIP and proposed FY27 budget. Staff respectfully recommends following public hearing, the Council consider adoption of Amendment #12 to the Mason City Unified Urban Renewal Plan.

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 Adams that Resolution No. 26-113, be adopted.

Council Member Latham requested an overview of the improvements with Finance Director Hinson providing an outline.

The Mayor called the question and the following Resolutions and bid tabulation were introduced.

Reso. 26-113(ADOPTED):

Resolution No. 26-113, approving Urban Renewal Plan Amendment No. 12 for the Mason City Unified Urban Renewal Area, was presented.

On roll call, the vote was as follows:

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

PUBLIC HEARING #1: REVIEWS THE GRANT APPLICATION AND REQUIREMENTS AND GIVES THE PUBLIC AN OPPORTUNITY TO COMMENT.

The Public Hearing was held as per published notice.

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

Heidi Nielsen, Housing Services Director at NIACOG provided the following comments:

“As part of the Community Development Block Grant Program and part of the application, we’re required to hold a Public Hearing with the City accepting the application and there are certain talking points that I’m going to go over that need to be read into the written record because it’s part of the application. So the first item is discussing how the need for the activities was identified and the need was for the housing improvements was identified during a comprehensive housing analysis that was conducted in 2023 and the Local Housing Trust Fund has also indicated that requests for assistance with roofing replacement has increased over the past five years with requests exceeding budgeted capacity.

The second item is discussing how the proposed activities will be funded and the sources of funds and the activities will be funded by the federally funded program, the Community Development Block Grant. The Iowa Economic Development Authority coordinates these funds for the States of Iowa and makes them available to cities through this new roofing program. In addition, the City has been asked to provide \$18,000 in matching funds and these funds, it’s my understanding, are being made available from TIF funding in the Forest Park Urban Renewal area.

The application itself will be submitted on or around May 20th - the 22nd is the deadline.

The amount of Federal funding that’s being requested is \$180,000, that’s to do six roofs in that Forest Park Urban Renewal area. There’s going to be \$12,000 for administration plus \$6,000 match for an \$18,000 total, and then \$168,000 for the rehabilitation work and related costs plus \$12,000 from local match for \$180,000.

Total hard cost for the construction and administration is \$198,000 and then we need to discuss the estimated portion that Federal funds will benefit low-to-moderate-income persons and this grant requires all of the funding to go to low-to-moderate-income persons.

The proposed activities will be conducted, which I’ve already mentioned, homes within the Forest Park Urban Renewal area in Mason City as long as they are located outside of a HUD-defined Federal Flood Risk Management Floodplain.

And then the other thing needed to be discussed is the plans to minimize displacement of persons and businesses resulting of the funded activities, and there will be no individuals or persons that will be permanently displaced as a result of this program.

And then what we would plan to do to assist persons actually displaced and no persons will be permanently or temporarily displaced as a result of this program. Because the nature of the work is exterior, it’s roof replacement, there’s no need to provide temporary accommodations for the safety of the occupants. Although Lead Safe Work practices will be followed for all work on - in

its surfaces.

And the final talking point is the nature of the proposed activities. The proposed activities include roof replacement of owner-occupied homes with work on items including all roofing components, fascia, soffit and gutters. The work may also include remediation of lead hazards on any painted surfaces, typically chipping and peeling paint and, in this instance, it would be primarily soffits and fascia, and the final work item would be radon remediation.”

The Mayor asked if there were any additional comments from the public.

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

20. CDBG Administrative Technical Services Agreement:

Grant Administrator:

Approve the technical services agreements for the Mason City Housing Rehabilitation Program CDBG Roofing Program contingent on award of the grant. A Housing Fund grant application has been prepared for submittal to the Iowa Economic Development Authority (IEDA) for a single-family, owner-occupied housing rehabilitation program in the Forest Park Urban Renewal Area (see attached map). A Request for Proposals was issued and two proposals were received. The review committee recommends, based on scored proposals, that the council should enter into an agreement with North Iowa Area Council of Government for the administrative and technical assistance services contingent on the award of the grant by the Iowa Economic Development Authority. Over the course of the grant an amount not to exceed, \$21,000.00 will be paid to North Iowa Area Council of Governments for technical services. An amount not-to-exceed \$3,500 per home rehabilitated for both technical services proposals will be paid to North Iowa Area Council of Governments. Approve resolution accepting an administrative and technical services professional services agreement from North Iowa Area Council of Governments contingent of grant award.

It was moved by Latham and seconded by Jaszewski that Resolution No. 26-114, be adopted.

Council Member Jaszewski questioned if the \$180,000 was from the Federal government and whether it was a competitive bid with Nielsen concurring, advising they were awarding 6 though out the State.

Council Member Jaszewski asked if it was not awarded, then none of the other expenses from the City would be expected with Nielsen concurring, adding other than writing the grant which had already been taken care of.

Council Member Latham stated he used to be on the Board and Nielsen did a wonderful job of getting things done and getting people the items that they needed and 90% of the time everything went smoothly.

The Mayor called the question and the following Resolutions and bid tabulation were introduced.

Reso. 26-114(ADOPTED):

Resolution No. 26-114, selecting technical services providers for a 2026 CDBG Housing Rehabilitation – Roofing Program Grant subject to the award of grant funding by the Iowa Economic Development Authority, was presented.

On roll call, the vote was as follows:

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

PUBLIC HEARING #2: REVIEWS THE COMMUNITY DEVELOPMENT HOUSING NEED ASSESSMENT (CDHNA) AND GIVE THE PUBLIC AN OPPORTUNITY TO COMMENT.

The Public Hearing was held as per published notice.

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

Heidi Nielsen provided the following comments:

“Once again, I did type out the suggested the things that have been identified to be included in the Housing Needs Assessment. These, you know, have been identified with those saying as the community development and housing needs of low-to-moderate income people.

The first thing is: Shortage of Rent-assisted/subsidized Housing Opportunities.

The second is housing in disrepair that needs maintenance and some homes in blighted neighborhoods.

Limited opportunity for home ownership for low-income and first-time buyers.

Limited amount of rental housing that is accessible for persons with disabilities.

Not enough free activities and facilities for youth development.

Now I’m going to go ahead and read the second category and then if anyone has any additions or any comments, they would like to make on it.

The second category is Other Community Development and Housing Needs and the first is need housing to improve stock that is in poor condition, especially for ‘aging in place’ individuals.

The need for infrastructure improvements.

Need increased wage levels to match national average.

Need continued development of downtown and need increased availability of rental housing.

So if anyone has any questions or would like to add anything additional, now would be the time to speak up.

The Mayor asked if there were any additional comments from the public. There being no further comments the public hearing was declared closed.

Nielsen stated there was still another section and provided the following comments:

“I need input from everyone on this one, but it's the planned or potential activities to address the housing and community needs assessment, and the first planned or potential activity is to continue to develop rental housing in upper story downtown properties and I need to know whether that's a high-medium or low priority.

The Mayor asked if there were any additional comments.

Nielsen advised there were 6 more items stating "The second one is encourage and facilitate subdivision and residential construction activity. The third is continue Code enforcement and blight elimination activities. The fourth is to continue street paving and sanitary and storm sewer upgrade/replacement /extensions. The fifth is to continue park and recreational trail development and recreation activities for youth and adults. The sixth, to encourage economic growth through direct and indirect investment and the seventh is to continue downtown revitalization and requested the Council provide a 'high, medium, low' for each of those.

Administrator Burnett stated the Council had identified all of those as being 'high priorities' from previous strategic planning meetings and they were also, for the most part, Council goals emphasizing that from previous discussions with the Council he believed all of those items would rank as 'high'" with Mayor Lee concurring.

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

21. 2026 Community Development Block Grant Owner Occupied Housing Rehab:

Grant Administrator:

A Housing Fund grant application has been prepared for submittal to the Iowa Economic Development Authority (IEDA) for a single-family, owner-occupied housing rehabilitation program in the Forest Park Urban Renewal Area (see attached map). A public hearing to develop a Community Development and Housing Needs Assessment (CDHNA) including input from the public to identify needs and projects to improve the city. A public hearing is also required prior to City Council action on submission of this application. This hearing is to inform citizens of the activities proposed under this Housing Fund application and allow them to make comments prior to submission. The application requests \$198,000 (which includes \$18,000 for general administration costs) to assist 6 owner-occupants in the area in replacing their roofs. Eligible applicants are homeowners in the target area with gross household incomes at or below 80% of the median income for Cerro Gordo County. A copy of the application is available in the Grant Administrator's office. The application will be submitted by the May 22, 2026 due date. Award announcements are expected in July 2026. North Iowa Area Council of Governments will act as general grant administrator if this grant is awarded. City Council is asked to approve local matching funds in the amount of \$18,000 which includes \$12,000 for housing rehabilitation (\$2,000 per home) and \$6,000 for general administrative costs. Following the public hearings, the City Council may approve submission of the application, commit local matching funds and authorize the Mayor and City Clerk to execute all documents

related to the Housing Fund application (and upon award, the contract and related documents) by passing the attached resolution.

It was moved by Adams and seconded by Symonds that Resolution No. 26-115, be adopted.

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

Reso. 26-115(ADOPTED):

Resolution No. 26-115, resolution approving an application for a CDBG funded Exterior Home Improvement Grant administered by the Iowa Economic Development Authority (IEDA), granting authorization to sign required forms, selecting North Iowa Area Council of Governments (NIACOG) as general Grant Administrator, and approving a community development and housing needs assessment, was presented.

On roll call, the vote was as follows:

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

22. Change Zone – Bloomfield Acres, LLC:

Development Services Director:

The Planning and Zoning Commission held a public hearing on this request during its April 14, 2026, meeting. Other than a presentation on the project from the applicant, there were no public comments, and no written comments were received. The Planning and Zoning Commission (P&Z) voted unanimously to recommend approval of the rezoning. Staff concurs. The minutes from the P&Z public hearing are attached. The applicant, Bloomfield Acres, LLC, seeks to rezone approximately 33.58 acres generally located to the west of North Eisenhower Avenue, north of the MercyOne West Campus and the Willows Independent Living complex, and east of Willow Creek, from Z7-1 Specific Use District/Mercy Medical Center, to Z3 General Urban District. Bloomfield Acres, LLC is owned by Kading Development, a family-owned Des Moines–based workforce-housing developer with projects throughout Central and North Central Iowa. While a plan for development of this site is forthcoming, a typical Kading development includes single-story townhomes in groupings of two, four, or six attached units. Kading continues to own and manage its developments, offering a for-rent product priced for the market and attractive to the local workforce. The property is currently vacant and is used for crop farming. Under the current zoning, this property can only be developed as a medical campus and associated functions. Development of the subject property outside of the scope of the Z7-1 Mercy Medical Center District is not possible without rezoning to an appropriate zoning district.

Neighboring Development and Zoning: The surrounding land to the east, west, and north is primarily zoned Z1, Agriculture. The lots at the corner of North Eisenhower Avenue and 12th Street NW are zoned Z2, Sub-Urban District, and are improved with single-family homes on two of the six parcels. South of the subject property is zoned Z7-1 and contains The Willows Independent Living complex, land planned for future expansion of The Willows, and the MercyOne West Campus hospital building.

Current Zoning: The Z7 Form and Function Table, Section 12-15-6, Table 1A in the Zoning Ordinance, lists the forms and functions allowed in each of the six Z7 Specific Use districts. The current Z7-1 Mercy Medical Center District primarily permits hospitals and associated health care functions and a mix of civic, commercial, lodging, and residential uses that support the hospital use. The Zoning Ordinance states that the purpose of the Z7-1 District is to “provide for the ongoing operations of this medical facility. The Z7-1 District consists of clinics, hospital, and office buildings, accessory uses and open space” (Section 12-15-1).

Rezoning to Z3: The purpose of the Z3 General Urban Zoning District is to provide a range of residential lot sizes to support a mix of residential building types at medium densities with corner offices, corner stores, parks, and playgrounds organized in walkable neighborhoods interconnected by landscaped streets and sidewalks (Section 12-11-1).

According to Section 12-8-2, Table,2, the Zoning Form and Function Table, the Z3 District allows the same residential functions as the Z2 District, including single-family residential freestanding houses, duplexes, and townhomes, but also allows higher density residential development such as multiple flats (apartment and condominium buildings) and live-work buildings. Some other limited low intensity commercial uses can be established, such as a corner office, corner store, or a small box development after review by the P&Z. A gas/convenience function is also possible after review by the P&Z.

Comprehensive Plan: When considering a change in zone, Iowa law requires that any rezoning be in conformance with the jurisdiction’s Comprehensive Plan. A map of the area in question 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 to the Joint Comprehensive Plan on January 20, 2026. This amendment covered the area proposed for rezoning and changed planned development of the area north of the Mercy-One West Campus from Public/Semi-Public to Medium Intensity.

The FLU map shows the Medium Intensity designation covering most of the area proposed for Z3 rezoning, except for a greenbelt straddling Willow Creek that runs along the western edge of the proposed rezoning area.

The Medium Intensity land use designation is described in the Joint Comprehensive Plan as follows:

- More variety in housing arrangements and more allowance for limited nonresidential uses.
- Increased density allows more opportunities for social interaction.
- Medium intensity areas include a mix of residential and non-residential uses at compatible moderate densities (up to 12-14 units per acre) and scales, although there may be opportunities for vertical mixed-use.
- Uses might include detached residential units, duplexes/attached units, small lot residential, townhomes, small apartments, accessory dwelling units, civic functions, parks, and limited commercial services.

The forms and functions allowed in the Z3 General Urban District are consistent with the above description. Staff believes that the Z3 rezoning proposal is in conformance with the amended Comprehensive Plan. Additional support for the rezoning can be found in Ma-

son City Policy 3: "Target neighborhoods and corridors to pursue infill development and connectivity." The policy is found on page 94 of the Plan and reads: "There are many areas for development on vacant lots to help meet needs for housing and business growth." These parcels are currently vacant and ideal for infill development to support growth in Western Mason City.

Spot Zoning: Spot zoning occurs when a rezoning benefits only a small area or a limited number of property owners and is in clear contrast with the surrounding zoning and land use pattern. It most often arises when a single, relatively small parcel is rezoned to accommodate a use or intensity unlike that of adjacent developed properties. While spot zoning can be found illegal, a rezoning that is consistent with the adopted Comprehensive Plan and serves the public interest may withstand such a challenge. The proposed rezoning to Z3 represents a change from the existing special zoning classification associated with Mercy Medical Center. The applicant seeks to allow a use that is independent of the medical campus while continuing residential development at a medium intensity appropriate for this neighborhood. Given this consistency with the Comprehensive Plan, staff finds that the request does not constitute spot zoning.

There is no impact to the operating budget associated with this rezoning. Upon development, however, the potential property tax revenue should greatly exceed the agricultural tax currently collected. Staff respectfully requests that the City Council approve the request to rezone approximately 33.58 acres on North Eisenhower Avenue from Z7-1 Specific Use District- Mercy Medical Center, to Z3 General Urban District on first consideration.

The Public Hearing was held as per published notice.

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

Shelley Oltmans, 11 Boulder Road stated Kading was a developer that serviced individuals in the 60% to 120% area median income. They built high-density neighborhoods with townhomes, typically single-story, but sometimes they would do two stories. She stated this concept would have 200 units and they would keep the rent affordable for the 80% area median income, so it was a small amount over a \$1.00 per square foot with garages included. She stated representatives came last summer and chose 5 communities to go to and they had a great tour with stops at Steller and the mountain bike park and this would be a two to three phased development.

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

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

Council Member Jaszewski asked when the first phase would start with Oltmans explaining the steps involved, adding most likely groundwork would start in the spring of 2027 and must be done within 3 years of the award of application.

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 Z7-1 Specific Use District/Mercy Medical Center to Z3 General Urban District for property generally located West of North Eisenhower Avenue, North of MercyOne West Campus and the Willows Independent Living Complex and East of Willow Creek (approximately 33.58 acres), was presented.

On roll call, the vote was as follows:

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

ACTION ITEM

23. Order Hearing - 2026 General Obligation Urban Renewal Loan Agreement:

Finance Director:

Staff respectfully recommends that the City Council approve a resolution to set a public hearing for May 19, 2026 at 7:00 PM in the Mason City Room of the Public Library, 225 2nd Street SE, Mason City, Iowa, concerning proposed action on a General Obligation (G.O.) Urban Renewal loan agreement. As discussed in the FY27 budget and CIP processes, the City plans to issue G.O. debt for mall renovations and redevelopment of the Mohawk Square property under the City's Urban Renewal powers. In order to proceed with this issuance, the Council must first set a public hearing. It is recommended that the hearing be held at the regular meeting on May 19, after which the Council may consider approval of the loan agreement. We have revised the timeline for bonding to complete the majority of the process prior to the end of June. Please see attached for a revised schedule. 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. Staff respectfully recommends that the City Council approve a resolution to set a public hearing for May 19, 2026 at 7:00 PM in the Mason City Room of the Public Library, 225 2nd Street SE, Mason City, Iowa, concerning proposed action on a General Obligation (G.O.) Urban Renewal loan agreement.

It was moved by Latham and seconded by Masson that Resolution No. 26-116, be adopted.

Council Member Latham requested an overview with Hinson providing highlights, including what it would be used for.

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

Reso. 26-116(ADOPTED):

Resolution No. 26-116, setting the date for public hearing and additional action on proposal to enter into a General Obligation Urban Renewal Loan Agreement and to borrow money thereunder, was presented.

On roll call, the vote was as follows:

Yea: Latham, Masson, Hines, Adams, Symonds, Jaszewski

(Motion was declared carried.)

24. Ordinance – Speed Regulations:

Finance Director:

We recommend the City Council consider 2nd reading of an ordinance changing a portion of 19th Street SW from a speed limit of 55 miles per hour to 45 miles per hour, in connection with a recently completed speed limit zone review. As part of the 19th SW Improvements project planning, we asked WHKS to complete a speed limit zone review for the corridor. It was found that while no change was recommended based on the data collected for most of the corridor, the westernmost portion can be justified for a lower speed. The 55mph zone ends 950 feet west of Country Club Drive, or just before the 1st entrance to The Legacy at 19 parking lots. The review found that it could be justified to move this 55mph zone back to South Eisenhower and make the portion between Eisenhower and The Legacy a 45mph zone. Staff has reviewed and concurs with this finding. We believe it is a good fit as part of the larger program of safety improvements we will be implementing in the upcoming construction project. We have prepared a proposed ordinance to effectuate the change. Council approved this same wording on 1st reading at the April 7 meeting. There is no direct budgetary impact of this change except for revised signage. We respectfully request the City Council consider on 2nd reading an ordinance amending Title 9-4-1 of the City Code amending the speed limit on 19th Street SW as described above.

It was moved by Jaszewski and seconded by Adams that Ordinance No. 26-10, be adopted.

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

Ord. 26-10 (ADOPTED):

Ordinance No. 26-10, amending the City Code, by repealing Title 9, Chapter 4: Speed Regulations, Section 1: Speed Restrictions and adopting a new Section 1 in lieu thereof, was presented.

On roll call, the vote was as follows:

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

25. Change Zone Z2 (17.7 acres) to Z3:

Development Services Director:

This case is similar to a request by the same applicants for the same property in April 2025. That case and its decision will be discussed in detail below. This request differs from last year in that the current application is subject to a conditional rezoning agreement submitted by the applicant. The Planning and Zoning Commission conducted a public hearing on the requested rezoning on March 10, 2026. Minutes from the P&Z meeting are in the packet. Staff presented a graphic of the improvements planned for this spring at the 19th Street SW/South Taft Avenue intersection, showing speed reduction, improved traffic flow, and protected left turn lanes. At the public hearing, seven citizens expressed opposition to the proposed rezoning. The Commission voted 5-0 to recommend approval

of the rezoning, subject to the submitted Zoning Agreement. Staff concurs and recommends approval of the rezoning, subject to the Zoning Agreement, on second consideration. On April 20, Staff received a petition from surrounding owners opposing the rezoning. Staff has determined that the petitioners represent the ownership of 20 percent of the land within 200 feet of the land proposed for rezoning. Therefore, a supermajority vote of the Council (five of six votes) is required to approve the request. If the vote is less than a supermajority at any of the three considerations of the rezoning ordinance, the rezoning is denied. The City Council held a public hearing on the rezoning during its April 21, 2026, meeting. Other than a representative of the applicants, no one from the public spoke for or against the proposal. The Council voted 6-0 to approve the rezoning on first consideration, subject to the rezoning agreement. The applicants request rezoning of the 17.7-acre property from Z2 Sub-Urban District to Z3 General Urban District. The property consists of five parcels; Legacy owns the northern three parcels, and Black Dolphin owns the southern two parcels. This application is accompanied by a Zoning Agreement submitted and signed by both applicants.

2025 Rezoning Request: In March 2025, the Development Review Committee considered a concept for a three-story, 53-unit, high-end apartment building on the southern two parcels of the Legacy property, north of the Black Dolphin properties. Access would be via a driveway extending west from South Harding Avenue. No development plans were proposed for the remainder of the Legacy and Black Dolphin properties. The large parcel on the north is bisected by a 15-foot storm sewer easement that severely restricts development of that property. On April 8, 2025, the P&Z held a public hearing on Legacy and Black Dolphin's request to rezone the area from Z2 (Sub-Urban) to Z3 (General Urban). The applicants did not provide a conditional rezoning agreement. Neighbors from the adjacent Fairways and South Central Heights developments opposed the request, citing concerns about traffic, safety, and the broad range of uses permitted in Z3 (e.g., gas stations/convenience stores). Questions also arose about potential development on the northern portion of the property. After the hearing, the Commission voted 4-1 to recommend approval. On May 20, 2025, City Council held a public hearing on the rezoning. A valid protest petition was submitted — signed by owners of at least 20% of the land within 200 feet as required, per State law, thus requiring a supermajority vote of the Council (5 of 6 votes) for approval. After the hearing, Council approved the rezoning on first consideration by a 5-1 vote. On second consideration at the June 3, 2025, meeting, the rezoning failed on a 4-2 vote. Several Council members expressed concern that while multi-family development might not harm the neighborhood, the full range of Z3 uses — particularly on the northern portion where no development was initially proposed — could negatively impact the area. The Zoning Ordinance (Section 12-4-2.O) prohibits resubmitting an application for the same property within six months of denial. Since the City Council's denial occurred eight months prior, the applicants were able to resubmit a rezoning application for the same property and zoning classification. Because the property and surrounding conditions have remained unchanged since June 2025, the following analysis is nearly identical to the one the Council considered in April of last year. The key difference is that this application includes a conditional rezoning agreement.

Analysis: Property Description: This property is mostly vacant; the three Legacy parcels have been used for crop farming. A major storm sewer connector within a 15-foot easement runs diagonally from the northwest to the southeast over the northern parcel and extends south through the eastern portions of the remaining parcels. The southern Black

Dolphin parcel contains a single-family house with frontage on South Harding Avenue. The north Black Dolphin parcel is 50 feet wide and could be part of a street extension connecting Country Club Drive to South Harding Avenue; however, the owners are not considering a connection at this time.

Surrounding Land Use and Zoning: A strip of Z3-zoned property extends along both sides of 19th Street SW from South Taft Avenue westward to the centerline of South Harding Avenue. This area includes a convenience store, a multiple flats building, a mixed-use block, a freestanding house with accessory structures, and the Iowa Traction railroad line. Surrounding areas to the north, northwest, west, southwest, east, and southeast are zoned Z2 (Sub-Urban District) and developed with single-family homes in an edgeyard disposition. The area directly south is zoned Z7-6 (Golf Course Development) and contains the maintenance building for the Legacy Golf Course at the Nineteen.

Current Zoning: The purpose of the Z2 Sub-Urban Zoning District is to provide space for a limited range of primarily residential lot sizes, limited neighborhood commercial uses, and public park spaces in areas planned as walkable neighborhoods that are served, or will soon be served, by a full range of public services (Section 12-10-2). The predominant land use in the Z2 District is single-family freestanding houses, but duplexes and townhouses are also allowed. The attached Zoning Form and Function Table (Section 12-8-2, Table 2) lists the permitted and conditional uses in all of the zoning districts.

Rezoning from Z2 to Z3: The purpose of the Z3 General Urban Zoning District is to provide a range of residential lot sizes to support a mix of residential building types at medium densities with corner offices, corner stores, parks, and playgrounds organized in walkable neighborhoods interconnected by landscaped streets and sidewalks (Section 12-11-1). According to the Zoning Form and Function Table, the Z3 District allows the same residential functions as the current Z2 zoning (including single-family freestanding houses, duplexes, and townhomes) but also allows higher-density residential development such as multiple flats (apartment and condominium buildings) and live-work buildings. Some limited, low-intensity commercial uses can be established, such as a corner office or corner store, or a small box development after review by the P&Z.

Conditional Rezoning Agreement: As noted above, the applicants have submitted a conditional rezoning agreement (labeled as a “Zoning Agreement”), signed by both applicants/owners. The Zoning Agreement submitted by the applicants has two major conditions:

1. Gas station and convenience store uses are prohibited.
2. A greenbelt must be provided along the east and west sides of the property where it borders existing residential development.

If the rezoning is approved, the owners (including future owners) will be bound by these conditions when developing all of the property. Since one of the concerns expressed by neighboring owners was the possibility of a Kwik Star-style gas station/convenience store business, the applicant is prohibiting this function if the rezoning is approved. There was also concern about the aesthetic impact of an apartment building on the existing single-family neighborhoods. The Zoning Agreement attempts to address this by requiring a landscaped buffer on the east and west sides of the property where it abuts existing resi-

dential development.

Comprehensive Plan: Iowa law requires that any rezoning be in accordance with the jurisdiction's Comprehensive Plan. Staff believes that the rezoning request is in accordance with the North Iowa Corridor Joint Comprehensive Plan. The Plan's Future Land Use Map (Figure 3.3) identifies the area as "Low Intensity." Low Intensity is described as:

- Areas with low-intensity development on urban services.
- Compared to denser areas, lower intensity areas have more space and separation of uses but still encourage efficient transportation and walkable environments.
- Low-intensity areas can include a horizontal mix of primarily residential with accessory uses and non-residential uses at compatible lower densities and scales.
- Uses might include detached residential units, duplexes/attached units, small lot residential, accessory dwelling units, civic functions, parks, and limited personal services.

The goals of the low-intensity area are to:

- Conserve general neighborhood character.
- Allow establishment of new inclusive neighborhoods with non-residential uses that primarily serve neighborhood residents.
- High level of internal mobility, connectivity, and links to surrounding development.

The form and compatibility guidelines for the low-intensity area include:

- Any new development should remain contiguous to existing development.
- Densities should be higher at transition points with other more intense uses or designations.
- Developments should provide connectivity within and between developments for motorists and pedestrians.
- Traffic and higher intensity uses should be directed away from these areas and along major thoroughfares.

The Comprehensive Plan also establishes a Southwest Growth Area (page 90). Mason City Policy 1 is to balance the effects of industrial uses in the Southwest Growth Area. The goals and objectives of this area are:

- Expand business and industrial enterprise opportunities.
- Encourage new infill neighborhood growth around community amenities.
- Accommodate various housing types and arrangements different from others in Mason City.
- Conserve and preserve natural features.
- Connect infill development opportunities.

The Plan's subarea concept for the west side of Central Heights appears on Page 90. It indicates that this area can support medium-density development, such as the proposed multiple flats form. These concepts are illustrative only – they provide general guidance on possible building forms, uses, and locations for future development, but do not impose specific requirements or designate fixed development sites. Some concepts were prepared without consideration of existing utility infrastructure, floodplains, or other site-specific constraints. Additional support for the rezoning can be found in Mason City Policy 3: target neighborhoods and corridors to pursue infill development and connectivity. The policy is found on page 94 of the Plan and reads: "There are many areas for development

on vacant lots to help meet needs for housing and business growth.” This property is vacant and the presence of a large storm sewer main through the property makes development a challenge.

Spot Zoning: Spot zoning occurs when a property’s zoning classification conflicts with the Comprehensive Plan and prevailing surrounding development patterns, typically to benefit only a small area or limited number of owners rather than the broader community. It most commonly arises when a single property is rezoned to a use or density unlike that of adjacent properties. Courts generally invalidate rezonings found to constitute spot zoning. The strongest defense against a spot-zoning claim is clear alignment with the Comprehensive Plan and proof that the change serves the public interest. In this case, the proposed rezoning extends the existing Z3 district. Staff concludes that this request is consistent with the Comprehensive Plan and does not constitute spot zoning.

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

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

Council Member Symonds questioned the Black Dolphin structure with Matt Sedlock stating it was a rental property within the family’s portfolio and would remain, pointing out the substantial investment they had made in the property.

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

Ord.(2nd Consideration):

An Ordinance amending Title 12 of the City Code, it being the zoning ordinance of the city and changing the boundaries of certain districts therein zoned Z2 Sub-Urban District (17.7 acres) to Z3 General Urban District subject to the terms of the Zoning Agreement, was presented.

On roll call, the vote was as follows:

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

ADJOURN

The Mayor adjourned the meeting at 7:37 p.m.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

Mason City Public Library, Classroom
Mason City, Iowa

May 5, 2026
6:00 P.M.

MINUTES
COUNCIL WORKSESSION

The City Council of the City of Mason City, Iowa, met in Worksession pursuant to law and rules of said Council, in the Classroom of the Mason City Public Library at 6:00 P.M., on May 5, 2026. The meeting was called to order by the Mayor and on roll being called, there were present, Mayor in the Chair Lee and the following Council Members: Latham, Adams, Symonds (arrived 6:01 p.m.), Jaszewski, Masson, Hines. Absent: None.

Finance Director:

We recommend the City Council discuss proposed policies developed by staff for dealing with the U.S. Environmental Protection Agency (EPA) mandates in the Lead and Copper Rule Revisions (LCRR) and the Lead and Copper Rule Improvements (LCRI). City staff and SEH engineering staff will assist with an overview of the issue and the research and policy development work that has occurred thus far. Lead service lines are a substantial issue in Mason City, with over 3,800 known active lead service lines, including galvanized lines covered under Iowa Code Section 558A.1. While these lines are privately owned under the Code of Ordinances, this designation does not relieve the City's responsibility to see to abatement of all lead service lines within the LCRI-required period of 10 years from November 1, 2027. For additional information on the issue in general, please see the attached informational flyer from the National League of Cities. We are also in the process of developing a website at: www.masoncity.net/leadlines. This website includes a GIS database link that allows property owners to see if their property is classified as having a lead service line. City staff began initial policy work on this issue in October 2025, and has been especially focused on it since February 2026. Based on our analysis, we have developed a 3-tiered policy recommendation:

- 1) Consider an ordinance designating lead service lines as a public nuisance and disallow repairs of lead service lines (require replacement when a repair is required). Under the EPA rule, we believe it is most prudent to consider all galvanized iron service lines the same as lead service lines.
- 2) Consider a 10-year special assessment policy similar in approach to the policy adopted for the Emerald Ash Borer but also allow for a portion of City funding for abatements of lead and galvanized lines (percentages listed are not final pending completion of the financial analysis). This program would apply to abatements ordered as part of City projects, but also to lines ordered for repairs or for which the property owner wishes to voluntarily abate the line.
- 3) Following Council approval of the above, staff would develop a detailed administrative policy for Aaron's signature related to details for implementation. This would include direction to staff related to the planning of City projects- for example, we would intend a policy that would not allow pavement replacement or resurfacing without first abating un-

derlying lead service lines, and staff would be directed to prioritize lead line abatement in planning of infrastructure projects.

We plan to recommend that the City retain SEH to assist with the related project planning, with the goal of maximizing the limited State of Iowa funding available for the resolution of this issue. We hope to construct the first major lead line abatement project in the 2027 construction season, and this process would then continue on a yearly basis until the issue is fully resolved. The budget impact of this item will be considerable. We are still completing the financial plan within the Water Fund cash flows but believe it will be workable as proposed. The initiative presents an enormous undertaking for the City. We respectfully request the City Council conduct a worksession to discuss lead service line abatement and provide direction to bring the proposed ordinance for consideration on 1st reading at the May 19 City Council meeting.

Finance Director Hinson provided a presentation on Lead Service Line Abatement and Policies highlights included where the City was at in the process and when, what the proposal was, the timeframe for completion, the number of lead and galvanized pipes in the City, how it would be assessed to the property owners and cost sharing, and amount of funding from State and Federal Government.

The Council discussed possible complications with sewer lines and disruptions in service to property owners, how the assessment process would work and cost share formula, the amount of time mandated to get this done, and how the City would finance the project.

ADJOURN

The Mayor adjourned the meeting at 6:45 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							
05/07/2026	106575	CAMPGROUND TRASH S	2246307	020.4410.3130	CAMPGROUND SUPPL	776.44	776.44
05/07/2026	106575	HIGHLAND TRASH SERVI	2246913	650.8906.2150	BUILDING REPAIRS AN	303.62	303.62
05/07/2026	106575	TRASH SERVICE APRIL 2	2247706	660.1508.2150	BUILDING REPAIRS AN	113.44	113.44
Total ABSOLUTE WASTE REMOVAL:							1,193.50
ALL STAR PEST CONTROL							
05/07/2026	106576	PEST CONTROL RECREA	200422759	020.4401.2740	PROFESSIONAL SERV	50.00	50.00
05/07/2026	106576	PEST CONTROL ARENA	200422760	670.8921.2740	PROFESSIONAL SERV	80.00	80.00
Total ALL STAR PEST CONTROL:							130.00
ALLIANT UTILITIES-IPC							
05/07/2026	106577	Mason City Multit-Purpose	0187681292	670.8923.2160	GAS & ELECTRICITY	7,938.02	7,938.02
05/07/2026	106577	E State Shelter #1	0411441000	020.4304.2160	GAS & ELECTRICITY	25.28	25.28
05/07/2026	106577	380 15th NE Well A-1	0480411000	600.8001.2160	GAS & ELECTRICITY	1,104.16	1,104.16
05/07/2026	106577	Gazebo	0750901000	020.4304.2160	GAS & ELECTRICITY	25.79	25.79
05/07/2026	106577	Campground mtr 2	0832811000	020.4304.2160	GAS & ELECTRICITY	81.64	81.64
05/07/2026	106577	City Hall II	0985390000	010.6501.2160	GAS & ELECTRICITY	2,513.21	2,513.21
05/07/2026	106577	1187 N ILLINOIS AVE	1035004743	010.1101.2160	SMART CITY/SAFE CIT	24.20	24.20
05/07/2026	106577	East Park	1140511000	020.4304.2160	GAS & ELECTRICITY	34.66	34.66
05/07/2026	106577	Dam Motor	1541680000	110.2100.2160	GAS & ELECTRICITY	71.54	71.54
05/07/2026	106577	Back 9	1670821000	650.8906.2160	GAS & ELECTRICITY	354.74	354.74
05/07/2026	106577	1500 Elm Drive-Bike Park	1716547915	020.4304.2160	GAS & ELECTRICITY	211.45	211.45
05/07/2026	106577	221 S WASHINGTON AVE	1801882341	010.1101.2160	SMART CITY/SAFE CIT	24.20	24.20
05/07/2026	106577	River Heights Dr Foot Brid	1809443057	110.2301.2180	ELECTRICITY	34.02	34.02
05/07/2026	106577	Central Park outlet	1811941000	020.4304.2160	GAS & ELECTRICITY	24.20	24.20
05/07/2026	106577	Slide Hill	1974251000	020.4304.2160	GAS & ELECTRICITY	24.44	24.44
05/07/2026	106577	Lakeview	2061390000	610.8123.2630	LIFT STATION ELECTR	264.45	264.45
05/07/2026	106577	Campground mtr 1	2101501000	020.4304.2160	GAS & ELECTRICITY	202.90	202.90
05/07/2026	106577	Deer Pen	2121541000	020.4304.2160	GAS & ELECTRICITY	22.69	22.69
05/07/2026	106577	E Park Shelter	2315821000	020.4304.2160	GAS & ELECTRICITY	38.65	38.65
05/07/2026	106577	Wtr Treatment Pkln	2498021000	600.8001.2160	GAS & ELECTRICITY	34,176.02	34,176.02
05/07/2026	106577	115 N Fed Strtscape temp	2539501000	110.2301.2180	ELECTRICITY	59.68	59.68
05/07/2026	106577	Street Lights	2954101000	110.2301.2180	ELECTRICITY	296.49	296.49
05/07/2026	106577	15th St Tower & Booster	3189490000	600.8001.2160	GAS & ELECTRICITY	2,479.41	2,479.41
05/07/2026	106577	17th Street NE Pump	3303251000	650.8906.2160	GAS & ELECTRICITY	24.20	24.20
05/07/2026	106577	590 N Monroe	3375928287	110.2301.2180	ELECTRICITY	77.04	77.04
05/07/2026	106577	Campground mtr 4	3412031000	020.4304.2160	GAS & ELECTRICITY	30.59	30.59
05/07/2026	106577	Street 33%	3857890000	110.2109.2160	GAS & ELECTRICITY	511.64	511.64
05/07/2026	106577	Storeroom 33%	3857890000	600.8002.2160	GAS & ELECTRICITY	511.65	511.65
05/07/2026	106577	Internal Service 33%	3857890000	820.9601.2160	GAS & ELECTRICITY	511.65	511.65
05/07/2026	106577	Bus Terminal	4001151000	080.5801.2160	GAS & ELECTRICITY	176.71	176.71
05/07/2026	106577	RRC ICE ARENA (JC PEN	4127584598	670.8923.2160	GAS & ELECTRICITY	2,072.02	2,072.02
05/07/2026	106577	Street Lights	4565151000	110.2301.2180	ELECTRICITY	19,003.71	19,003.71
05/07/2026	106577	Campground mtr 5	5209041000	020.4304.2160	GAS & ELECTRICITY	132.69	132.69
05/07/2026	106577	Various Siren Location	5695241000	010.1301.2180	ELECTRICITY	43.54	43.54
05/07/2026	106577	Lot N	5815101000	630.8202.2180	ELECTRICITY	22.69	22.69
05/07/2026	106577	Lakeview lift station	5918301000	610.8123.2630	LIFT STATION ELECTR	336.30	336.30
05/07/2026	106577	Eng. Dept 401 15th NE	5945421000	600.8001.2160	GAS & ELECTRICITY	203.87	203.87
05/07/2026	106577	1009 N Monroe Shelter Hs	6146211000	020.4304.2160	GAS & ELECTRICITY	30.74	30.74
05/07/2026	106577	217 S Delaware Ave	6470035423	110.2301.2180	ELECTRICITY	294.90	294.90
05/07/2026	106577	Police	6763441000	010.1103.2160	GAS & ELECTRICITY	1,551.92	1,551.92

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
05/07/2026	106577	Gooch Park	6872151000	020.4304.2160	GAS & ELECTRICITY	29.65	29.65
05/07/2026	106577	State Street Concession St	7018231000	020.4304.2160	GAS & ELECTRICITY	23.64	23.64
05/07/2026	106577	5 2nd Street NE Streetscap	7071831000	110.2301.2180	ELECTRICITY	309.88	309.88
05/07/2026	106577	115 N ILLINOIS STREET L	7307916411	110.2301.2180	ELECTRICITY	17.14	17.14
05/07/2026	106577	Central Park lites	7363621000	020.4304.2160	GAS & ELECTRICITY	209.60	209.60
05/07/2026	106577	Campground Bath Hse	7378011000	020.4304.2160	GAS & ELECTRICITY	1,449.82	1,449.82
05/07/2026	106577	Storage Shed	7485631000	110.2109.2160	GAS & ELECTRICITY	220.70	220.70
05/07/2026	106577	DOG PARK	7607821000	020.4304.4681	DOG PARK	16.76	16.76
05/07/2026	106577	Street Lights	7696711000	110.2301.2180	ELECTRICITY	2,005.29	2,005.29
05/07/2026	106577	Asbury	7906980000	110.2301.2180	ELECTRICITY	128.20	128.20
05/07/2026	106577	Swim Pool	8189911000	020.4490.2160	GAS & ELECTRICITY	458.32	458.32
05/07/2026	106577	Kiwanis Park 622 14th NE	8210925528	020.4304.2160	GAS & ELECTRICITY	29.94	29.94
05/07/2026	106577	Maintenance	8331931000	020.4304.2160	GAS & ELECTRICITY	309.92	309.92
05/07/2026	106577	Pumping Plant Area Light	8332541000	600.8001.2160	GAS & ELECTRICITY	33.55	33.55
05/07/2026	106577	Red Barn	8376490000	020.4304.2160	GAS & ELECTRICITY	111.41	111.41
05/07/2026	106577	Norwest Lot	8421651000	630.8202.2180	ELECTRICITY	89.62	89.62
05/07/2026	106577	Lot E-City Hall 2nd NW	8608931000	630.8202.2180	ELECTRICITY	65.37	65.37
05/07/2026	106577	Campground Campstore	8961111000	020.4304.2160	GAS & ELECTRICITY	211.52	211.52
05/07/2026	106577	100 E State TR Mtr	8963551000	010.2404.2180	ELECTRICITY	50.94	50.94
05/07/2026	106577	Various Traffic Signals	9091424944	010.2404.2180	ELECTRICITY	208.06	208.06
05/07/2026	106577	318 S DELAWARE AVE	9250303677	010.2404.2180	ELECTRICITY	526.78	526.78
05/07/2026	106577	Office	9309101000	020.4304.2160	GAS & ELECTRICITY	358.64	358.64
05/07/2026	106577	12 5th St NE St Lite MT	9347921000	110.2301.2180	ELECTRICITY	61.62	61.62
05/07/2026	106577	12th St Overpass Lights	9509111000	110.2100.2160	GAS & ELECTRICITY	99.98	99.98
05/07/2026	106577	Campground mtr 3	9543590000	020.4304.2160	GAS & ELECTRICITY	56.11	56.11
05/07/2026	106577	Main Lot	9624251000	630.8201.2180	ELECTRICITY	199.18	199.18
05/07/2026	106577	E Park Tennis	9676090000	020.4304.2160	GAS & ELECTRICITY	120.01	120.01
05/07/2026	106577	13 14th St NW Parking Lot	9896326441	630.8201.2180	ELECTRICITY	109.81	109.81
05/07/2026	106577	Highland Golf Course	9941701000	650.8906.2160	GAS & ELECTRICITY	928.36	928.36
Total ALLIANT UTILITIES-IPC:							84,007.52
AMAZON CAPITAL SERVICES							
05/07/2026	106578	LIBRARY TRUST BOOKS	111T-K1F3-K	510.4101.4020	BOOKS	31.90	31.90
05/07/2026	106578	LIBRARY TRUST GRANT	11QP-CRVW	510.4101.4020	BOOKS	532.71	532.71
05/07/2026	106578	BOOKS	16QF-JX1N-	030.4101.4020	BOOKS	17.60	17.60
05/07/2026	106578	LIBRARY TRUST GRANT	19TF-MCPR-	510.4101.2910	GRANT PAYMENTS	569.71	569.71
05/07/2026	106578	BUILDING SUPPLIES	1DKX-44JD-	030.4101.3090	BUILDING SUPPLIES	37.42	37.42
05/07/2026	106578	A/V	1GXL-7CN3-	030.4101.4021	AUDIO/VISUAL	582.88	582.88
05/07/2026	106578	BOOKS	1JT3-C4KX-4	030.4101.4020	BOOKS	36.09	36.09
05/07/2026	106578	BOOKS	1LPN-L7HR-	030.4101.4020	BOOKS	249.67	249.67
05/07/2026	106578	BOOKS	1LRW-JPMW	030.4101.4020	BOOKS	148.68	148.68
05/07/2026	106578	BOOKS	1MCQ-THMT	030.4101.4020	BOOKS	466.57	466.57
05/07/2026	106578	BOOKS	1MMJ-DWJG	030.4101.4020	BOOKS	6.49	6.49
05/07/2026	106578	LIBRARY TRUST GRANT	1XTV-JJGY-F	510.4101.2910	GRANT PAYMENTS	903.60	903.60
Total AMAZON CAPITAL SERVICES:							3,583.32
ANDERSON, LAURA							
05/07/2026	106579	MILEAGE TO MANLY OUT	03122026	040.4215.2740	PROFESSIONAL SERV	15.95	15.95
05/07/2026	106579	MILEAGE TO MANLY OUT	04092026	040.4215.2740	PROFESSIONAL SERV	15.95	15.95
Total ANDERSON, LAURA:							31.90
ARNOLD MOTOR SUPPLY							
05/07/2026	106580	CINEMA 5	05NV171567	310.7537.4644	SITE IMPROVEMENTS	35.52	35.52
05/07/2026	106580	CINEMA 5	05NV171570	310.7537.4644	SITE IMPROVEMENTS	5.18	5.18

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
05/07/2026	106580	CINEMA 5	05NV171571	310.7537.4644	SITE IMPROVEMENTS	5.18	5.18
05/07/2026	106580	FITTINGS CREDIT - PAID	CR 05NV155	020.4308.3044	M/E SUPPLIES	7.50-	7.50-
Total ARNOLD MOTOR SUPPLY:							38.38
AT&T MOBILITY							
05/07/2026	106581	AMB CELL PHONES 4.20	2873149316	660.1508.2040	PHONE EXPENSE	422.47	422.47
05/07/2026	106581	FIRE CELL PHONES 4.20	2873149316	010.1502.2040	PHONE EXPENSE	217.63	217.63
Total AT&T MOBILITY:							640.10
BEEMER, AARON							
05/07/2026	106582	CELL PHONE REIMBURS MAY 2026		010.1502.2040	PHONE EXPENSE	30.00	30.00
Total BEEMER, AARON:							30.00
BERENS-TATE CONSULTING GROUP							
05/07/2026	106583	GO BONDS 2023B	747800-000	210.7127.2740	PROFESSIONAL SERV	3,000.00	3,000.00
Total BERENS-TATE CONSULTING GROUP:							3,000.00
BFIRST INDUSTRIAL							
05/07/2026	106584	BLUE MARKING PAINT	31061642-01	600.8042.3590	MATERIAL	55.20	55.20
05/07/2026	106584	BLUE MARKING PAINT	31061832-01	600.8042.3590	MATERIAL	110.40	110.40
05/07/2026	106584	RAIN PANTS	31061908-00	600.8042.3590	MATERIAL	47.00	47.00
05/07/2026	106584	PAINT BRUSHES, BLUE	31061949-02	600.8042.3590	MATERIAL	199.77	199.77
05/07/2026	106584	CABLE TIES	31061949-03	600.8042.3590	MATERIAL	16.96	16.96
Total BFIRST INDUSTRIAL:							429.33
BLANCHARD TREE SERVICE							
05/07/2026	106585	STUMP GRINDING	5370	110.2101.4860	TREES	19,775.00	19,775.00
Total BLANCHARD TREE SERVICE:							19,775.00
BLUE SKY SOLAR CO MASON CITY LLC							
05/07/2026	106586	SOLAR ENERGY	INV554	010.1103.2160	GAS & ELECTRICITY	765.24	765.24
05/07/2026	106586	ARENA ENERGY	INV555	670.8923.2160	GAS & ELECTRICITY	2,902.85	2,902.85
Total BLUE SKY SOLAR CO MASON CITY LLC:							3,668.09
BOUND TREE MEDICAL LLC							
05/07/2026	106587	EMS SUPPLIES	86190072	660.1509.3070	MEDICAL SUPPLIES	41.22	41.22
Total BOUND TREE MEDICAL LLC:							41.22
BRADS AUTO REPAIR							
05/07/2026	106588	TIRE REPAIR	1022129	010.1102.2140	M/E REPAIRS	35.26	35.26
Total BRADS AUTO REPAIR:							35.26
BROTHERS MARKET INC							
05/07/2026	106589	CABLE TIES	127942	010.5401.3990	MISCELLANEOUS EXP	9.99	9.99
05/07/2026	106589	GOO GONE	128035	110.2109.2190	REPAIRS AND MAINT	6.99	6.99
05/07/2026	106589	CABLE TIES	128060	010.1911.3044	M/E SUPPLIES	15.99	15.99

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total BROTHERS MARKET INC:							32.97
BUILDERS FIRSTSOURCE							
05/07/2026	106590	60# CONCRETE MIX	94364525	620.8125.4610	STORM SEWERS	41.94	41.94
05/07/2026	106590	STRORM SEWER SUPPLI	94459820	620.8125.4610	STORM SEWERS	92.24	92.24
Total BUILDERS FIRSTSOURCE:							134.18
CAHOY PUMP SERVICE INC							
05/07/2026	106591	PUMP EQUIPMENT	27218	603.8061.4560	WELL IMPROVEMENT	169,024.00	169,024.00
Total CAHOY PUMP SERVICE INC:							169,024.00
CARRICO AQUATIC RESOURCES INC							
05/07/2026	106592	AQUATIC WTR MGMT AG	20262615	020.4490.3035	OTHER SUPPLIES	6,887.50	6,887.50
Total CARRICO AQUATIC RESOURCES INC:							6,887.50
CASHIER							
05/07/2026	106593	CARL SHORT	04212026	600.8011.3019	OFFICE SUPPLIES	.05	.05
Total CASHIER:							.05
CDW GOVERNMENT INC							
05/07/2026	106594	APC SMART-UPS 1500 LC	AI9894C	015.6900.4060	OFFICE EQUIPMENT	1,240.43	1,240.43
05/07/2026	106594	C7976A HPE ULTRIUM R	AJ1UY9T	015.6900.4060	OFFICE EQUIPMENT	101.06	101.06
Total CDW GOVERNMENT INC:							1,341.49
CEMSTONE CONCRETE MATERIALS LLC							
05/07/2026	106595	CONCRETE	8054167	620.8125.4610	STORM SEWERS	527.75	527.75
Total CEMSTONE CONCRETE MATERIALS LLC:							527.75
CENTRAL LOCK & KEY							
05/07/2026	106596	COMMUNITY GARDEN K	123144	020.4304.4922	PARK IMPROVEMENT	72.00	72.00
05/07/2026	106596	ADULT COMPLEX KEYS	123181	530.4401.3035	OTHER SUPPLIES	48.00	48.00
05/07/2026	106596	CINEMA 5	E11910	310.7537.4644	SITE IMPROVEMENTS	400.00	400.00
05/07/2026	106596	CINEMA 5	E11920	310.7537.4644	SITE IMPROVEMENTS	165.00	165.00
Total CENTRAL LOCK & KEY:							685.00
CERRO GORDO COUNTY RECORDER							
05/07/2026	106597	CG COUNTY RECORDIN	2026-2064	010.6900.2800	RECORDING FEES	12.00	12.00
Total CERRO GORDO COUNTY RECORDER:							12.00
CHAMBER OF COMMERCE							
05/07/2026	106598	TRAINING	233779	010.1101.2080	EDUCATION AND TRAI	25.00	25.00
Total CHAMBER OF COMMERCE:							25.00
CITY OF MASON CITY							
05/07/2026	106599	AR INVOICE PAYMENT A	130-1340-04	600.8011.5510	REFUND	27.39	27.39
05/07/2026	106599	AR INVOICE PAYMENT A	130-1340-04	610.8121.5510	REFUND	19.16	19.16
05/07/2026	106599	AR INVOICE PAYMENT A	130-1340-04	620.8125.5510	REFUND	4.02	4.02

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
05/07/2026	106599	AR INVOICE PAYMENT A	130-1340-04	640.8305.5510	REFUND	18.43	18.43
05/07/2026	106600	NSF: T HOBBS: 107 1/2 N	284-2420-07	600.8011.5510	REFUND	18.67	18.67
05/07/2026	106600	NSF: T HOBBS: 107 1/2 N	284-2420-07	610.8121.5510	REFUND	14.27	14.27
05/07/2026	106600	NSF: T HOBBS: 107 1/2 N	284-2420-07	620.8125.5510	REFUND	2.98	2.98
05/07/2026	106600	NSF: T HOBBS: 107 1/2 N	284-2420-07	640.8305.5510	REFUND	13.96	13.96
05/07/2026	106600	NSF: T HOBBS: 107 1/2 N	284-2420-07	600.8013.2541	WATER SERVICE EXCI	1.12	1.12
Total CITY OF MASON CITY:							120.00

CITY OF MASON CITY-HEALTH INS

05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	010.1101.1160	HEALTH & LIFE INSUR	47,571.78	47,571.78
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	010.1501.1160	HEALTH & LIFE INSUR	45,127.88	45,127.88
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	010.3401.1160	HEALTH & LIFE INSUR	1,454.87	1,454.87
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	010.1901.1160	HEALTH & LIFE INSUR	1,480.71	1,480.71
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	010.1911.1160	HEALTH & LIFE INSUR	3,615.12	3,615.12
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	010.3900.1160	HEALTH & LIFE INSUR	1,480.71	1,480.71
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	010.1701.1160	HEALTH & LIFE INSUR	1,480.71	1,480.71
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	010.1907.1160	HEALTH & LIFE INSUR	1,480.71	1,480.71
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	010.6900.1160	HEALTH & LIFE INSUR	16,819.88	16,819.88
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	010.5401.1160	HEALTH & LIFE INSUR	2,861.42	2,861.42
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	020.4301.1160	HEALTH & LIFE INSUR	5,071.36	5,071.36
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	020.4401.1160	HEALTH & LIFE INSUR	5,822.84	5,822.84
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	030.4101.1160	HEALTH & LIFE INSUR	14,827.82	14,827.82
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	040.4202.1160	HEALTH & LIFE INSUR	4,995.83	4,995.83
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	050.2801.1160	HEALTH & LIFE INSUR	4,501.38	4,501.38
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	070.4501.1160	HEALTH & LIFE INSUR	3,505.56	3,505.56
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	110.2105.1160	HEALTH & LIFE INSUR	20,372.96	20,372.96
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	080.5801.1160	HEALTH & LIFE INSUR	2,150.69	2,150.69
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	650.8901.1160	HEALTH & LIFE INSUR	2,835.58	2,835.58
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	600.8012.1160	HEALTH & LIFE INSUR	23,595.63	23,595.63
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	610.8121.1160	HEALTH & LIFE INSUR	14,945.29	14,945.29
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	610.8123.1160	HEALTH & LIFE INSUR	1,507.40	1,507.40
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	630.8203.1160	HEALTH & LIFE INSUR	769.42	769.42
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	640.8305.1160	HEALTH & LIFE INSUR	13,093.21	13,093.21
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	660.1507.1160	HEALTH & LIFE INSUR	12,176.89	12,176.89
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	820.9601.1160	HEALTH & LIFE INSUR	1,480.71	1,480.71
05/07/2026	106601	HEALTH INSURANCE: MA	MAY 2026	010.2601.1160	HEALTH & LIFE INSUR	3,715.12	3,715.12
Total CITY OF MASON CITY-HEALTH INS:							258,741.48

COLUMN SOFTWARE PBC

05/07/2026	106602	GLOBE	1ACBCB4B-	010.5401.2030	DUES & PUBLICATION	159.54	159.54
05/07/2026	106602	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	306.71	306.71
05/07/2026	106602	GLOBE	1ACBCB4B-	010.6900.2790	LEGAL PUBLICATIONS	265.65	265.65
05/07/2026	106602	GLOBE	YOBKN1MR-	010.1701.2030	DUES & PUBLICATION	68.43	68.43
Total COLUMN SOFTWARE PBC:							800.33

COMPASS MINERALS AMERICA

05/07/2026	106603	SALT	1604356	110.2115.3290	CINDERING AND SAN	12,150.35	12,150.35
Total COMPASS MINERALS AMERICA:							12,150.35

CONNECTIONS INC EAP

05/07/2026	106604	EAP FEES -MAY 26	41110	010.6401.3990	MISCELLANEOUS EXP	805.12	805.12
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Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total CONNECTIONS INC EAP:							805.12
CONSOLIDATED ELECTRICAL DIST							
05/07/2026	106605	CINEMA 5	1231543	310.7537.4644	SITE IMPROVEMENTS	122.65	122.65
05/07/2026	106605	CINEMA 5	1231628	310.7537.4644	SITE IMPROVEMENTS	57.17	57.17
05/07/2026	106605	CINEMA 5	1231756	310.7537.4644	SITE IMPROVEMENTS	93.79	93.79
05/07/2026	106605	CINEMA 5	1231858	310.7537.4644	SITE IMPROVEMENTS	3.28	3.28
05/07/2026	106605	CINEMA 5	1232008	310.7537.4644	SITE IMPROVEMENTS	29.83-	29.83-
Total CONSOLIDATED ELECTRICAL DIST:							247.06
CONSOLIDATED ENERGY COMPANY							
05/07/2026	106606	FUEL - APRIL 2026	1512161 043	542.1111.3750	FUEL	87.32	87.32
Total CONSOLIDATED ENERGY COMPANY:							87.32
CONTROL PRINT							
05/07/2026	106607	BUSINES CARDS	23960	015.6900.2742	REBRANDING STUDY	37.50	37.50
05/07/2026	106607	ARENA MARKETING	23971	670.8923.3035	OTHER SUPPLIES	195.00	195.00
Total CONTROL PRINT:							232.50
COOLEY PUMPING LLC							
05/07/2026	106608	HIGHLAND PROFESSION	254594	650.8901.2740	PROFESSIONAL SERV	115.00	115.00
Total COOLEY PUMPING LLC:							115.00
COTTINGHAM & BULTER							
05/07/2026	106609	CLASSIFICATION REVIE	451713	040.4211.3990	MISCELLANEOUS EXP	375.00	375.00
05/07/2026	106609	CLASSIFICATION REVIE	451713	010.2601.2740	PROFESSIONAL SERV	375.00	375.00
Total COTTINGHAM & BULTER:							750.00
COX ESTEP, HAYLIE							
05/07/2026	106705	ANNUAL PHOTO SHOW -	2026 PHOTO	040.4213.2443	EXHIBIT COSTS	50.00	50.00
Total COX ESTEP, HAYLIE:							50.00
CULLIGAN MASON CITY							
05/07/2026	106610	WATER COOLER AND BO	394X051024	110.2105.3019	OFFICE SUPPLIES	70.60	70.60
Total CULLIGAN MASON CITY:							70.60
D & D SALES							
05/07/2026	106611	ADULT SB BANNER	122427S	530.4401.3035	OTHER SUPPLIES	375.00	375.00
05/07/2026	106611	YOUTH SB BANNER	122427S	535.4401.3035	OTHER SUPPLIES	600.00	600.00
Total D & D SALES:							975.00
D & K PRODUCTS							
05/07/2026	106612	HIGHLAND TURF PRODU	100618IN	650.8904.3110	MAINTENANCE MATER	13,279.05	13,279.05
Total D & K PRODUCTS:							13,279.05
DAKOTA SUPPLY GROUP							
05/07/2026	106613	HYDRANT FLAGS	S105600733.	600.8042.3590	MATERIAL	400.00	400.00

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
05/07/2026	106613	6" TOP BOLTS	S105625686.	600.8042.3590	MATERIAL	960.00	960.00
05/07/2026	106613	CURB BOX EXTENSIONS	S105626874.	600.8042.3590	MATERIAL	181.40	181.40
Total DAKOTA SUPPLY GROUP:							1,541.40
DALEY'S PLUMBING INC							
05/07/2026	106614	ARENA PLUMBING REPAI	349954	670.8923.2150	BUILDING REPAIRS AN	148.88	148.88
05/07/2026	106614	GOLF BATHROOM REPAI	349964	650.8906.1130	BUILDING MAINTENAN	157.37	157.37
Total DALEY'S PLUMBING INC:							306.25
DECKER SPORTING GOODS							
05/07/2026	106615	RECREATION STAFF SHI	AAN037035-	020.4408.3990	MISCELLANEOUS EXP	604.00	604.00
05/07/2026	106615	REC. YOUTH SHIRT - SO	AAN037358-	020.4408.3035	OTHER SUPPLIES	1,405.00	1,405.00
05/07/2026	106615	REC. YOUTH SHIRT - SO	AAN037435-	020.4408.3035	OTHER SUPPLIES	150.00	150.00
05/07/2026	106615	REC. YOUTH SHIRT - SO	AAN037545-	020.4408.3035	OTHER SUPPLIES	115.00	115.00
05/07/2026	106615	REC. YOUTH SHIRT - SO	AAN037546-	020.4408.3035	OTHER SUPPLIES	140.00	140.00
Total DECKER SPORTING GOODS:							2,414.00
ECHO ELECTRIC							
05/07/2026	106616	CINEMA 5	S011922716.	310.7537.4644	SITE IMPROVEMENTS	914.76	914.76
05/07/2026	106616	CINEMA 5	S011927354.	310.7537.4644	SITE IMPROVEMENTS	355.20	355.20
05/07/2026	106616	CINEMA 5	S011931579.	310.7537.4644	SITE IMPROVEMENTS	88.80	88.80
05/07/2026	106616	CINEMA 5	S011937260.	310.7537.4644	SITE IMPROVEMENTS	177.60	177.60
Total ECHO ELECTRIC:							1,536.36
ELSBERND,RANDY							
05/07/2026	106617	CELL PHONE REIMBURS	MAY 2026	010.1502.2040	PHONE EXPENSE	30.00	30.00
Total ELSBERND,RANDY:							30.00
EMSLRC							
05/07/2026	106618	BLS PROV. CARDS	55840	660.1507.2080	EDUCATION AND TRAI	68.00	68.00
Total EMSLRC:							68.00
ENTERPRISE FM TRUST							
05/07/2026	106619	LEASED VEHICLES	FBN5636425	015.6900.3990	MISCELLANEOUS EXP	12,563.90	12,563.90
Total ENTERPRISE FM TRUST:							12,563.90
ESTATE OF DOROTHY OPPERMANN							
05/07/2026	106620	AMB REFUND - PRF7	MCFD20250	660.1507.5510	REFUND	86.02	86.02
Total ESTATE OF DOROTHY OPPERMANN:							86.02
ETIENNE, MICHELLE							
05/07/2026	106621	TONER AND DISINFECTA	11950	040.4202.3019	OFFICE SUPPLIES	91.28	91.28
05/07/2026	106621	TONER	11951	040.4202.3019	OFFICE SUPPLIES	232.99	232.99
Total ETIENNE, MICHELLE:							324.27
FIRST CITIZENS NATIONAL BANK							
05/07/2026	106622	HSA - SCHUBERT	JUNE 2026 S	800.9401.5265	HEALTH CARE CLAIMS	875.00	875.00

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
HUMPHREY, SUZANNE							
05/07/2026	106632	HIGHLAND MEMBERSHIP	05052026	650.8901.5510	REFUND	582.00	582.00
Total HUMPHREY, SUZANNE:							582.00
HUNT, LINDA							
05/07/2026	106633	POSTAGE	840-5500020	020.4401.2300	POSTAGE	199.80	199.80
Total HUNT, LINDA:							199.80
HUNTINGTON NATIONAL BANK, THE							
05/07/2026	106634	003-0694524-101 VIN #58	2642489	015.6900.3990	MISCELLANEOUS EXP	763.25	763.25
Total HUNTINGTON NATIONAL BANK, THE:							763.25
HYDRO FLOW PRODUCTS LLC							
05/07/2026	106635	BIG BOY HOSE MONSTE	64829	600.8002.3110	MAINTENANCE MATER	5,224.00	5,224.00
Total HYDRO FLOW PRODUCTS LLC:							5,224.00
IDI							
05/07/2026	106636	USAGE	IN1098931	010.1101.2100	INVESTIGATION FUND	77.00	77.00
Total IDI:							77.00
IDVILLE							
05/07/2026	106637	AQUATIC ID PRINTER SU	44072827	020.4490.3035	OTHER SUPPLIES	582.96	582.96
Total IDVILLE:							582.96
ION ENVIRONMENTAL SOLUTIONS							
05/07/2026	106638	PROF SERVICES-MAY 26	5420	600.8001.2050	CONTRACT LABOR	8,000.00	8,000.00
Total ION ENVIRONMENTAL SOLUTIONS:							8,000.00
IOWA GOLF ASSOCIATION							
05/07/2026	106639	HIGHLAND MBR FEES	16069	650.8901.2030	DUES & PUBLICATION	150.00	150.00
Total IOWA GOLF ASSOCIATION:							150.00
IOWA PUBLIC RADIO							
05/07/2026	106640	MARKETING-TRAILS	2378-2	020.4304.4683	BIKE PARK & TRAILS	1,114.40	1,114.40
Total IOWA PUBLIC RADIO:							1,114.40
JACK'S UNIFORMS & EQUIPMENT							
05/07/2026	106641	LEATHERS FOR NEW HIR	143848B	010.1101.1170	UNIFORM ALLOWANCE	472.69	472.69
Total JACK'S UNIFORMS & EQUIPMENT:							472.69
JANSON, BRAD							
05/07/2026	106707	1ST PLACE ANNUAL PHO	2026 PHOTO	040.4213.2443	EXHIBIT COSTS	125.00	125.00
Total JANSON, BRAD:							125.00
JEO CONSULTING GROUP INC							
05/07/2026	106642	WATERSHED COMP PLA	173437	550.5920.2740	PROFESSIONAL SERV	9,375.90	9,375.90

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
MARTIN'S FLAG COMPANY INC							
05/07/2026	106653	FLAGS	49987	010.1101.3990	MISCELLANEOUS EXP	309.20	309.20
05/07/2026	106653	FLAG BASE	49988	010.1101.3990	MISCELLANEOUS EXP	60.70	60.70
Total MARTIN'S FLAG COMPANY INC:							369.90
MASTIN, BRUCE							
05/07/2026	106654	MAILBOX	03152026	110.2115.1230	SNOW REMOVAL	50.00	50.00
Total MASTIN, BRUCE:							50.00
MCCHESNEY, SETH							
05/07/2026	106655	WET LAB - TRAINING SU	5/5/2026	010.1101.2080	EDUCATION AND TRAI	279.39	279.39
Total MCCHESNEY, SETH:							279.39
MCCLOSKEY APPLIANCE							
05/07/2026	106656	NORRIS DEEFPREEZE	04306002	535.4401.4644	SITE IMPROVEMENTS	792.00	792.00
Total MCCLOSKEY APPLIANCE:							792.00
MCKINESS EXCAVATING							
05/07/2026	106657	SANITARY SEWER REPAI	PAY 3 04062	613.8125.4530	COLLECTION SYSTEM	31,921.25	31,921.25
Total MCKINESS EXCAVATING:							31,921.25
MCMASTER-CARR SUPPLY							
05/07/2026	106658	CAULK GUN	64379495	820.9601.3310	TOOLS AND SUPPLIES	84.27	84.27
Total MCMASTER-CARR SUPPLY:							84.27
MEDIACOM							
05/07/2026	106659	WIFI 8384960010090649	8384960010	020.4410.3130	CAMPGROUND SUPPL	380.26	380.26
Total MEDIACOM:							380.26
MEDIGOLD							
05/07/2026	106660	AMB REFUND - IRF15	MCFD20250	660.1507.5510	REFUND	5.89	5.89
Total MEDIGOLD:							5.89
MEDLIN, JAMEY							
05/07/2026	106661	CELL PHONE REIMBURS	MAY 2026	010.1502.2040	PHONE EXPENSE	30.00	30.00
Total MEDLIN, JAMEY:							30.00
MENARDS							
05/07/2026	106662	HIGHLAND LANDSCAPIN	52595 04102	650.8904.3110	MAINTENANCE MATER	59.55	59.55
05/07/2026	106662	OFFICE SUPPLIES	52609	660.1507.3019	OFFICE SUPPLIES	4.99	4.99
05/07/2026	106662	REHAB SUPPLIES	52609	660.1507.3035	OTHER SUPPLIES	40.31	40.31
05/07/2026	106662	CAMPGROUND	52866	020.4410.3130	CAMPGROUND SUPPL	10.67	10.67
05/07/2026	106662	NUISANCE ABATEMENT	53029	010.1911.3990	MISCELLANEOUS EXP	34.98	34.98
05/07/2026	106662	TWISTED POLYES	53191	070.4504.2190	REPAIRS AND MAINT	30.07	30.07
05/07/2026	106662	AQUATIC REPAIRS	53395	020.4490.2190	REPAIRS AND MAINT	34.76	34.76
05/07/2026	106662	PAIS, KNIVES, SPRAY B	53704	070.4504.4646	CEMETERY PRESERV	103.02	103.02
05/07/2026	106662	PF COIL CLEANER & SP	53766	070.4504.3310	TOOLS AND SUPPLIES	29.62	29.62
05/07/2026	106662	SB MALL-SUPPLIES	53961	680.7537.3090	BUILDING SUPPLIES	35.20	35.20

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
NORTH IOWA GOLF LLC							
05/07/2026	106672	GOLF SHOP MERCH	04242026	650.8901.3125	PRO SHOP SUPPLIES	450.00	450.00
Total NORTH IOWA GOLF LLC:							450.00
O'HERRON CO INC, RAY							
05/07/2026	106673	UNIFORMS	2475745	010.1101.1170	UNIFORM ALLOWANCE	736.44	736.44
Total O'HERRON CO INC, RAY:							736.44
PERRINE, JAMES							
05/07/2026	106674	SCULPTURE REPAIR	05052026	120.5201.3990	MISCELLANEOUS	500.00	500.00
Total PERRINE, JAMES:							500.00
PETERSON, STEVE							
05/07/2026	106675	POLY	7 050326	010.1101.3990	MISCELLANEOUS EXP	600.00	600.00
Total PETERSON, STEVE:							600.00
PICTOMETRY INTERNATIONAL CORPORATION							
05/07/2026	106676	IMAGERY	US450711	110.2101.2731	GEOGRAPHICAL INFO	7,530.03	7,530.03
05/07/2026	106676	IMAGERY	US450711	600.8061.2731	GEOGRAPHIC INFOR	7,530.03	7,530.03
05/07/2026	106676	IMAGERY	US450711	610.8125.2731	GEOGRAPHIC INFOR	7,530.04	7,530.04
Total PICTOMETRY INTERNATIONAL CORPORATION:							22,590.10
PIGEON CONSULTING LLC							
05/07/2026	106677	HISTORIC ARCHITECTUR	1330	015.5401.4010	CAPITAL OUTLAY	7,350.00	7,350.00
Total PIGEON CONSULTING LLC:							7,350.00
POWERPLAN							
05/07/2026	106678	WINDOWPANE #63	2647818	110.2107.3044	M/E SUPPLIES	602.51	602.51
Total POWERPLAN:							602.51
PRECISION WASTE SOLUTIONS LLC							
05/07/2026	106679	ARENA WASTE/RECYCLI	1341832	670.8923.2723	CONTRACTUAL AGRE	360.50	360.50
Total PRECISION WASTE SOLUTIONS LLC:							360.50
PROTECT YOUTH SPORTS							
05/07/2026	106680	REC BKGRND CHECKS	1391055	020.4408.3035	OTHER SUPPLIES	379.10	379.10
Total PROTECT YOUTH SPORTS:							379.10
QUALITY TRAFFIC CONTROL INC							
05/07/2026	106681	REPLACEMENT PANELS	35596	600.8042.3590	MATERIAL	312.00	312.00
Total QUALITY TRAFFIC CONTROL INC:							312.00
QUILL CORPORATION							
05/07/2026	106682	LEGAL FILE FOLDERS	48490876	010.6204.3019	OFFICE SUPPLIES	37.99	37.99
05/07/2026	106682	GRAPH PAD	48508343	010.1701.3044	M/E SUPPLIES	25.99	25.99
05/07/2026	106682	BATTERIES	48545055	020.4401.3019	OFFICE SUPPLIES	12.99	12.99
05/07/2026	106682	EXPANDING FILE	48562279	010.1911.3019	OFFICE SUPPLIES	35.99	35.99

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
05/07/2026	106682	TONER	48579966	010.6201.3019	OFFICE SUPPLIES	406.65	406.65
05/07/2026	106682	TONER	48597957	010.6201.3019	OFFICE SUPPLIES	403.99	403.99
05/07/2026	106682	MEMORANDUM BOOKS	48598341	600.8042.3590	MATERIAL	45.98	45.98
05/07/2026	106682	OFFICE SUPPLIES	48668899	020.4401.3019	OFFICE SUPPLIES	70.47	70.47
05/07/2026	106682	SPOONS, PENS	48668899	600.8042.3590	MATERIAL	119.06	119.06
05/07/2026	106682	PENS	48670476	600.8042.3590	MATERIAL	3.98	3.98
05/07/2026	106682	BINDER CLIPS	48700260	600.8042.3590	MATERIAL	85.72	85.72
05/07/2026	106682	EAR PLUGS, LEN CLEAN	48700649	600.8042.3590	MATERIAL	164.94	164.94
Total QUILL CORPORATION:							1,413.75
RELIANT FIRE APPARATUS INC							
05/07/2026	106683	2341 RPRS	INV-IA-7640	010.1503.2140	M/E REPAIRS	95.84	95.84
Total RELIANT FIRE APPARATUS INC:							95.84
RIVER CITY COMMUNICATIONS							
05/07/2026	106684	PHONE SERVICE	82	070.4501.2040	PHONE EXPENSE	49.00	49.00
Total RIVER CITY COMMUNICATIONS:							49.00
ROUTER12 NETWORKS LLC							
05/07/2026	106685	AQUATIC INTERNET	134212	020.4490.3035	OTHER SUPPLIES	200.00	200.00
Total ROUTER12 NETWORKS LLC:							200.00
SCOTT'S BODY SHOP & TOWING							
05/07/2026	106686	2414 TOWING	16046 TOW	660.1509.2140	M/E REPAIRS	300.00	300.00
Total SCOTT'S BODY SHOP & TOWING:							300.00
SECRETARY OF STATE							
05/07/2026	106687	NOTARY	849277 MCC	010.1101.3990	MISCELLANEOUS EXP	30.00	30.00
Total SECRETARY OF STATE:							30.00
STECKER,PAM							
05/07/2026	106688	CELL PHONE REIMBURS	MAY 2026	010.6105.2040	PHONE EXPENSE	30.00	30.00
Total STECKER,PAM:							30.00
SUMMIT FIRE PROTECTION							
05/07/2026	106689	AQUATIC FIRE EXT. SER	4056163	020.4490.2190	REPAIRS AND MAINTENANCE	109.20	109.20
05/07/2026	106689	NORRIS FIRE EXT SERVI	4056163	535.4401.3035	OTHER SUPPLIES	100.00	100.00
05/07/2026	106689	FREDRICK FIRE EXT SER	4056163	530.4401.3035	OTHER SUPPLIES	100.00	100.00
05/07/2026	106689	RECREATION FIRE EXT S	4056163	020.4401.3019	OFFICE SUPPLIES	100.00	100.00
Total SUMMIT FIRE PROTECTION:							409.20
SUNSET LAW ENFORCEMENT							
05/07/2026	106690	AMMO	0013302-IN	010.1101.3036	AMMUNITION	5,049.60	5,049.60
05/07/2026	106690	AMMO	0013303-IN	542.1111.4090	POLICE EQUIPMENT	2,521.78	2,521.78
Total SUNSET LAW ENFORCEMENT:							7,571.38
THOMPSON, LINDSAY							
05/07/2026	106691	POSTAGE - ART MARKET	840-5500020	040.4217.2637	SUMMER ARTS FESTI	82.52	82.52

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total THOMPSON, LINDSAY:							82.52
TREVIPAY							
05/07/2026	106692	CAMPGROUND SHOWER	598A66F4	020.4410.3130	CAMPGROUND SUPPL	77.94	77.94
05/07/2026	106692	NORRIS USA FLAG	9AC7033D	535.4401.3035	OTHER SUPPLIES	65.99	65.99
05/07/2026	106692	NORRIS USA FLAG	B0E64B4B	535.4401.3035	OTHER SUPPLIES	65.99-	65.99-
05/07/2026	106692	REC OFFICE SUPPLIES	C3565A9C	020.4401.3019	OFFICE SUPPLIES	36.35	36.35
05/07/2026	106692	SALES TAX EXEMPT	C3565A9C	080.5801.3019	OFFICE SUPPLIES	2.38-	2.38-
05/07/2026	106692	OFFICE SUPPLIES	D17C2AB7	010.5401.3019	OFFICE SUPPLIES	69.30	69.30
05/07/2026	106692	NORRIS USA FLAG	F706287F	535.4401.3035	OTHER SUPPLIES	23.95	23.95
Total TREVIPAY:							205.16
TRUCK CENTER COMPANIES							
05/07/2026	106693	2414 SUSPENSION REPA	RA30003529	660.1509.2140	M/E REPAIRS	1,170.31	1,170.31
05/07/2026	106693	INSPECTION	RA30003533	640.8305.2140	M/E REPAIRS	248.06	248.06
05/07/2026	106693	CREDIT INSPECTION	RA30003533	640.8305.2140	M/E REPAIRS	248.06-	248.06-
05/07/2026	106693	OIL FILTER	XA30023894	110.2107.3044	M/E SUPPLIES	140.88	140.88
05/07/2026	106693	HOSE	XA30023905	110.2107.3044	M/E SUPPLIES	33.19	33.19
Total TRUCK CENTER COMPANIES:							1,344.38
UNITED BEVERAGE							
05/07/2026	106694	GOLF CONCESSIONS	W-1953443	650.8906.3135	CONCESSION SUPPLI	494.08	494.08
05/07/2026	106694	GOLF CONCESSIONS	W-1955338	650.8906.3135	CONCESSION SUPPLI	657.74	657.74
Total UNITED BEVERAGE:							1,151.82
URSIDAE MECHANICAL LLC							
05/07/2026	106695	EVIDENCE ROOM	1757	010.1103.2150	BUILDING REPAIRS AN	125.00	125.00
Total URSIDAE MECHANICAL LLC:							125.00
VAN STEENHUYSE, STEVEN							
05/07/2026	106696	APA NATIONAL CONF: LO	4.24-4.30.26	010.5401.2060	TRAVEL AND CONFER	1,063.69	1,063.69
05/07/2026	106696	APA NATIONAL CONF: BA	4.24-4.30.26	010.5401.2060	TRAVEL AND CONFER	80.00	80.00
Total VAN STEENHUYSE, STEVEN:							1,143.69
VANOUS,PAUL							
05/07/2026	106697	CELL PHONE REIMBURS	MAY 2026	610.8121.2040	PHONE EXPENSE	30.00	30.00
Total VANOUS,PAUL:							30.00
VESTIS							
05/07/2026	106698	HIGHLAND MOTOR SHO	6340551427	650.8908.3044	M/E SUPPLIES	25.98	25.98
05/07/2026	106698	HIGHLAND MOTOR SHO	6340554385	650.8908.3044	M/E SUPPLIES	60.10	60.10
05/07/2026	106698	HIGHLAND CLUBHOUSE	6340554386	650.8906.3035	OTHER SUPPLIES	195.40	195.40
05/07/2026	106698	UNIFORMS & MATS	6340555255	110.2105.3060	SUPPLIES & LAUNDRY	115.22	115.22
05/07/2026	106698	UNIFORMS	6340555258	640.8305.2410	UNIFORM RENTAL	94.26	94.26
Total VESTIS:							490.96
VIKING COMPUTER PARTS INC							
05/07/2026	106699	16 GB 2RX8 RC4-2933Y-R	179332	015.6900.4060	OFFICE EQUIPMENT	580.00	580.00

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total VIKING COMPUTER PARTS INC:							580.00
VISIT MASON CITY							
05/07/2026	106700	2026 03 ALLOCATION	FY2026-24	120.6900.5180	TOURISM GRANT	22,247.76	22,247.76
05/07/2026	106700	2026 04 ALLOCATION	FY2026-24	120.6900.5180	TOURISM GRANT	32,977.71	32,977.71
Total VISIT MASON CITY:							55,225.47
WALLACE HOLLAND KASTLER							
05/07/2026	106701	FY26 SEWER REPAIRS P	57602	613.8125.4530	COLLECTION SYSTEM	1,600.50	1,600.50
Total WALLACE HOLLAND KASTLER:							1,600.50
WERNET,LOGAN							
05/07/2026	106702	CELL PHONE REIMBURS	MAY 2026	010.1101.2040	PHONE EXPENSE	30.00	30.00
Total WERNET,LOGAN:							30.00
WEX BANK							
05/07/2026	106703	FIRE CONF. FUEL	112113177	010.1503.3750	FUEL	92.80	92.80
Total WEX BANK:							92.80
WOLF, ABRAHAM							
05/07/2026	106708	2ND AWARD ANNUAL PH	2026 PHOTO	040.4213.2443	EXHIBIT COSTS	75.00	75.00
Total WOLF, ABRAHAM:							75.00
ZIEGLER							
05/07/2026	106704	CYLINDER PARTS	IN002398916	110.2107.2140	M/E REPAIRS	24.85	24.85
05/07/2026	106704	CYLINDER REBUILD	SI000790942	110.2107.2140	M/E REPAIRS	933.53	933.53
Total ZIEGLER:							958.38
Grand Totals:							798,148.08

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

Dated: _____

Approved by: _____

Claims of May 14, 2026

Will be provided Monday, May 18, 2026



CLERK
DEPARTMENT

Memorandum

To: Mayor and Council
From: City Administrator
Date: May 19, 2026
RE: Permits

Recommendation:

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

Plaza Mexico
1809 S. Federal Avenue

Class C Retail Alcohol, Catering Privilege

Las Palmas Restaurant
3115 4th Street SW

Class C Retail Alcohol, Outdoor Service

Wild Bill's Billiards
217 N. Federal Avenue

Class C Retail Alcohol, Outdoor Service,

Music Man Square
308 S. Penn Avenue

Class C Retail Alcohol, Catering Privilege

Council Action Requested:
Approve recommendation.

/s/Aaron Burnett

Reviewed and Recommend Approval



MAYOR

Memorandum

To: Council
From: John P. Lee, Mayor
Date: May 19, 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>
Michael Lillquist	Housing Authority Board	New	2027

/s/John P. Lee

Reviewed and Recommend Approval

Diana L. Black

From: Website Forms <website@municipal.one>
Sent: Monday, May 4, 2026 12:24 PM
To: Diana L. Black; Pamela Stecker
Subject: Application for Appointment



Form Information:

Form Name: Application for Appointment

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

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

Form URL: <https://www.masoncity.net/web-form/517>

User Submitted Content:

Name (First, Middle, Last): Michael Dean Lillquist

Address: 305 S Kentucky Avenue Mason City, Iowa 50401

Home Phone: 641-512-1715

Business Phone: 641-421-3636

Email Address: mlillquist@masoncity.net

Occupation: Police Officer

Education: Associate of Science Degree in Criminal Justice

Why do you want to serve on a Mason City Board or Commission? I am seeking the opportunity to serve on the Mason City Housing Authority board because I have dedicated my entire professional career to serving and protecting the residents of Mason City. Over the last 30 years I have developed a deep understanding of the challenges many individuals and families face, particularly when it comes to stable, safe, and affordable housing. I've seen firsthand how housing stability directly impacts public safety, quality of life, and overall community wellbeing. Serving on the board would allow me to continue giving back to the community in a meaningful way through my experience, leadership, and commitment to help ensure that all residents have access to safe and supportive housing. I look forward to working with others to support policies and initiative that strengthen our neighborhoods and improve the lives of our residents. I believe my background in public service, problem solving, and community engagement would bring a practical and compassionate perspective to the board. Thank you for your consideration.

List organizations you have participated. Include offices and position Mason City Police Department, Police Lieutenant North Central Iowa Narcotics Task Force's Special Operations Group, Commander Participate with the police department's annual shop with a cop event Participate with the police department's role in community's National Night Out

Please place a check next to the Mason City boards and commissions on Housing Advisory & Appeals Board (5 year term starting April 1) | Housing Commission (2 year term starting April 1) |

which you would be
willing to

Sent from IP Address: [REDACTED]

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Municipal One LLC, 8450 NW Prairie View Rd #1328, Kansas City, MO, 64153, United States



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**ENGINEERING
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Interim Director
Date: May 12, 2026
RE: Hire of Timothy Hitchcock for Engineering Aide Position

Recommendation:

We recommend approval of the hire of Timothy Hitchcock for the position of Engineering Aide in the Engineering Department at the May 19, 2026 City Council meeting.

Review:

The Engineering Aide position is open following the promotion of Terry Boehmer to the open Engineering Associate position. This position conducts field and related work critical to the department's operations and performs the utility locates for all sewer lines. Following Civil Service testing to identify qualified candidates, a panel including HR Analyst Tiffany Hammond, Assistant City Engineer Steven Olney, Administrative Assistant Mackenzie Hart, Engineering Technician Terry Boehmer, and I conducted interviews for this position. Based on this process, we recommend the hire of Timothy Hitchcock for the position. Timothy has a wealth of experience in related fields and we look to having him on board.

Budget Impact:

The position is currently budgeted. It is recommended that the selected candidate be hired at Grade H, Step 6 of the non-bargaining compensation plan (\$29.08/hour)

Council Action Requested:

Approve hire of Timothy Hitchcock for the position of Engineering Aide at the rate of \$29.08/hour.

Attachments:

None.



Brent Hinson, Interim Director



Reviewed and Recommend Approval



**CLERK
DEPARTMENT**

Memorandum

To: Mayor and Council
From: City Administrator
Date: May 19, 2026
RE: Certify

Recommendation:

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.

Budget Impact:

None.

Council Action Requested:

Adopt Resolution.

/s/Aaron Burnett

Reviewed and Recommend Approval

RESOLUTION NO. 26 –

A RESOLUTION LEVYING ASSESSMENTS FOR 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, the City of Mason City, Iowa, has caused charges on certain properties in the City of Mason City, and

WHEREAS, invoices were subsequently sent to the respective property owners for charges relating to said fees, and

WHEREAS, said charges have not been paid by the respective owners:

Billed For	Number/Date Of Invoice	Owner & Address	Parcel Number	Charges
General-Property Clean Up	22326 4/7/2026	Kershner, Ryan A 323 7th St SE Mason City, IA 50401	071037600400	\$ 688.00
General-Property Clean Up	22331 4/10/2026	Sykes, Robert 703 S Harrison Ave Mason City, IA 50401	070937800100	\$ 169.38
Water-Service Repair	22320 4/2/2026	Berding, Julie A 2118 S Monroe Ave Mason City, IA 50401	071632800800	\$ 61.44
Rec-Snow Removal	22303 3/31/2026	1204 N Federal LLC 958 15th St NE Mason City, IA 50401 Property Address: 1204 N Federal Ave	070428500900	\$ 195.00
Rec-Snow Removal	22311 3/31/2026	Aeris Grove LLC PO Box 483 Cedar Falls, IA 56013 Property Address: 1465 4th St SE	071132601600	\$ 151.00
Rec-Snow Removal	22313 3/31/2026	Ekborg, Rita A 119 13th St NE Mason City, IA 50401	070315701300	\$ 113.00
Rec-Snow Removal	22304 3/31/2026	Friesenborg, Katie M 802 N Monroe Ave	070440901000	\$ 155.00

Mason City, IA 50401

Rec-Snow Removal	22309 3/31/2026	Lang, Emily E 1123 N Virginia Ave Mason City, IA 50401	070342600100	\$ 115.40
Rec-Snow Removal	22305 3/31/2026	Mathiason, Jennifer A 403 N Monroe Ave Mason City, IA 50401	070446300500	\$ 139.00
Rec-Snow Removal	22314 3/31/2026	Patton Ventures LLC 316 26th Ave S Clear Lake, IA 50428 Property Address: 650 13th St NE	070325601300	\$ 181.40
Rec-Snow Removal	22310 3/31/2026	Van Ness, Dustin P 29 Cedar Lake Rd N Minneapolis, MN 55405 Property Address: 323 S Tennessee Ave	071115501800	\$ 159.80

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 19th day of May, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



**PUBLIC WORKS
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Jim Collins, Director of Public Works
Date: May 19, 2026
RE: Mason City Water Reclamation Facility (WRF) Improvements –
Construction Contract Approval

Recommendation:

It is recommended the City Council approve the construction contract with Staab Construction Corporation for the Mason City Water Reclamation Facility (WRF) Improvements project in the amount of \$39,873,163.00.

Review:

The Mason City Water Reclamation Facility (WRF) Improvements project is required to comply with Iowa Department of Natural Resources (IDNR) nutrient reduction requirements. Final design and bidding activities for the project have been completed, and the City previously awarded the project contingent upon final contract execution and completion of contract documents.

Staab Construction Corporation has submitted signed contract documents, performance and payment bonds, and insurance documentation for review. WHKS has reviewed the submitted documents and determined they are acceptable for execution by the City. Change Order No. 1 has also been executed to incorporate value engineering and scope reduction items identified during project review.

Project Scope:

The project includes improvements necessary to implement biological nutrient reduction treatment processes at the WRF. Major project components include demolition of the existing trickling filter process, expansion and modification of activated sludge treatment facilities, improvements to ultraviolet disinfection systems, process piping modifications, and associated electrical and mechanical upgrades.

Change Order No. 1 includes value engineering revisions and scope reductions requested by the City to reduce project costs while maintaining compliance with regulatory requirements. The change order reduces the contract amount by \$5,753,837.00 from

the original contract amount of \$45,627,000.00, resulting in a revised contract amount of \$39,873,163.00.

Funding:

The project will be funded through the City's sanitary sewer fund utilizing State Revolving Fund (SRF) financing and other supplemental financing sources previously identified by the City.

Budget Impact:

The revised contract amount for the project is \$39,873,163.00. The project budget will be funded through sanitary sewer utility revenues and associated financing previously approved by City Council.

Council Action Requested:

It is recommended the City Council approve and authorize execution of the construction contract with Staab Construction Corporation in the amount of \$39,873,163.00 for the Mason City Water Reclamation Facility (WRF) Improvements project.

Attachments:

Contract

Jim Collins

Jim Collins, Director of Public Works



Reviewed and Recommend Approval

CONTRACT

This contract, made as of the 19th day of March 2026, by and between the CITY OF MASON CITY, Iowa, hereinafter called the Owner, and Staab Construction Corp., hereinafter called the Contractor.

WITNESSETH:

That whereas the Owner intends to have constructed MASON CITY WATER RECLAMATION FACILITY IMPROVEMENTS hereinafter called the Project, in accordance with the Plans, Specifications, Addenda and other Contract Documents prepared by WHKS & Co., Consulting Engineers and Planners, Mason City, Iowa.

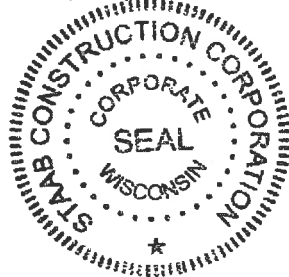
Now, therefore, the Owner and Contractor for the considerations hereinafter set forth, agree as follows:

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in an acceptable manner all work required for the construction of the Project, in strict compliance with the Contract Documents.

The Owner agrees to pay and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of: Forty-Five Million Six Hundred Twenty-Seven Thousand Dollars and 00/100 (\$45,627,000.00) in accordance with the provisions of the Contract Documents.

This Contract and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor respectively and his/her partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.



Staab Construction Corporation
Contractor
[Signature]
By Benjamin J. Lee, President
Marshfield WI
City State
CITY OF MASON CITY
Owner

ATTEST:

Mayor

City Clerk / Administrator

City

State

END OF SECTION

PERFORMANCE AND MAINTENANCE BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

Staab Construction Corp.
(Hereinafter called the "Principal")

of 1800 Laemle Ave. Marshfield WI 54449

a/an Corporation

duly authorized by the law to do business as a Construction Contractor in the State of Iowa and Western Surety Company of Chicago, Illinois (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto City of Mason City, Iowa (hereinafter called the "Obligee,") in the penal sum of Thirty Nine Million Eight Hundred Seventy Three Thousand One Hundred Sixty Three & 00/100 Dollars (\$39,873,163.00), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the 19th day of March 2026, the said Principal entered into a written agreement with said Obligee for the construction of MASON CITY WATER RECLAMATION FACILITY IMPROVEMENTS as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict accordance with said agreement, Bid Announcement, Proposal, Plans, Specifications, and related documents shall comply with all the requirements of the Laws of the State of Iowa, shall pay as they become due all just claims for work or requirements performed and materials furnished in connection with said Agreement, and shall defend, indemnify and save harmless said Obligee, against any and all liens, encumbrances, damages, claims, demands, expenses, costs and charges of every kind, including patent infringement claims arising out of or in relation to the performance of said work and the provisions of said Agreement, and shall guarantee the work against defects in workmanship and material during the construction and for two (2) years after the time of acceptance of the work, and make good such guarantee; then these presents shall be void; otherwise they shall remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement.

The Principal and Sureties on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given when the same are not satisfied out of the portion of the contract price which the public corporation retains until completion of the public improvement but the Principal and Sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- A. To the extension of time to the Contractor in which to perform the contract.
- B. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall be released only as to such excess increase.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof as of the 19th day of March 2026.



Matthew J. Iwanski

Matthew J. Iwanski,
Secretary

Staab Construction Corporation

Principal

By:

Benjamin J. Lee

Benjamin J. Lee

Title:

President

(SEAL)

ATTEST:

Jonathan Lucas

Jonathan Lucas

Western Surety Company

Surety

By:

Jenny L. Hirth

Jenny L. Hirth, Attorney-in-Fact

END OF SECTION



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jenny L. Hirth, Patrick A. McKenna, Jay A. Zahn, Christopher Hovden, Jonathan Lucas, Lynn E. Potter,
Edward F. Sobieski, Individually**

of Madison, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of February, 2026.



WESTERN SURETY COMPANY

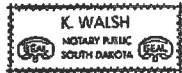
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of March, 2026



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

PAYMENT BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

Staab Construction Corp.
(Hereinafter called the "Principal")

of 1800 Laemle Ave Marshfield, WI 54449

a/an Corporation

duly authorized by the law to do business as a Construction Contractor in the State of Iowa and Western Surety Company of Chicago, Illinois (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto the City of Mason City, Iowa (hereinafter called the "Obligee,") in the penal sum of Thirty Nine Million Eight Hundred Seventy Three Thousand One Hundred Sixty Three & 00/100 Dollars (\$39,873,163.00), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

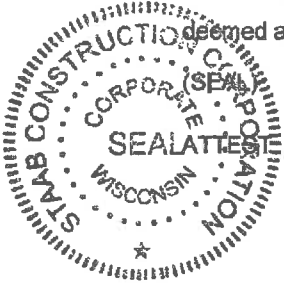
The conditions of this obligation are such that, whereas on the 19th day of March 2026, the said Principal entered into a written agreement with said Obligee for the construction of the MASON CITY WATER RECLAMATION FACILITY IMPROVEMENTS items as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the 19th day of March 2026.



Matthew J. Iwanski
Matthew J. Iwanski,
Secretary

Staab Construction Corporation

Principal

By:

Benjamin J. Lee

Benjamin J. Lee

Title:

President

(SEAL)

ATTEST:

Jonathan Lucas

Jonathan Lucas

Western Surety Company

Surety

By:

Jenny L. Hirth

Jenny L. Hirth, Attorney-in-Fact

END OF SECTION



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jenny L. Hirth, Patrick A. McKenna, Jay A. Zahn, Christopher Hovden, Jonathan Lucas, Lynn E. Potter,
Edward F. Sobieski, Individually**

of Madison, WI, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of February, 2026.



WESTERN SURETY COMPANY

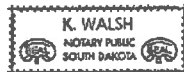
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of February, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of March, 2026



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

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"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Pkwy Waukee IA 50263	CONTACT NAME: Jonathan Kreun PHONE (A/C, No, Ext): 612-349-2481 FAX (A/C, No): E-MAIL ADDRESS: jkreun@holmesmurphy.com														
INSURED Staab Construction Corporation 1800 Laemle Ave Marshfield WI 54449-0900	INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Charter Oak Fire Insurance Company</td><td>25615</td></tr><tr><td>INSURER B : Arch Specialty Insurance Company</td><td>21199</td></tr><tr><td>INSURER C : Phoenix Insurance Company</td><td>25623</td></tr><tr><td>INSURER D : St Paul Protective Insurance Company</td><td>19224</td></tr><tr><td>INSURER E : Travelers Property Casualty Co. America</td><td>25674</td></tr><tr><td>INSURER F : Travelers Indemnity Co of CT</td><td>25662</td></tr></tbody></table>	INSURER	NAIC #	INSURER A : Charter Oak Fire Insurance Company	25615	INSURER B : Arch Specialty Insurance Company	21199	INSURER C : Phoenix Insurance Company	25623	INSURER D : St Paul Protective Insurance Company	19224	INSURER E : Travelers Property Casualty Co. America	25674	INSURER F : Travelers Indemnity Co of CT	25662
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COVERAGES **CERTIFICATE NUMBER:** 1839981417 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU not excluded ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:		DTCOC0811213PHX25	12/1/2025	12/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		810C08116062526G	12/1/2025	12/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		CUPC081381A2526	12/1/2025	12/1/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	UBC08132312526E	12/1/2025	12/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Bldg Builders Risk		QT6307S986734COF25	12/1/2025	12/1/2026	Any one Jobsite 30,000,000
B	Professional/Pollution Liab (Claims-Made coverage)		PDCPP0017509	12/1/2025	12/1/2026	Each Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Mason City, IA Water Reclamation Facility Improvements

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the insurance of the additional insured shall be non-contributory: WHKS & Co, Project Owner and Others as required by written contract, per policy terms and conditions.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: WHKS & Co, Project Owner and Others as required by written contract, per policy terms and conditions.
See Attached...

CERTIFICATE HOLDER WHKS & Co 1412 6th St SW P.O. Box 1467 Mason City IA 50402-1467	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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AGENCY CUSTOMER ID: STACONPC6

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Holmes Murphy & Associates		NAMED INSURED Staab Construction Corporation 1800 Laemle Ave Marshfield WI 54449-0900	
POLICY NUMBER 		EFFECTIVE DATE: 	
CARRIER 	NAIC CODE 		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability includes an endorsement providing 30 days' notice of cancellation will be furnished to the certificate holder.

RESOLUTION NO. 26 -

A RESOLUTION APPROVING THE CONTRACT AND
BOND FOR THE CONSTRUCTION OF "MASON CITY
WATER RECLAMATION FACILITY IMPROVEMENTS"

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

Section 1: That the contract and bond executed for the construction of the "Mason City Water Reclamation Facility Improvements" for the City of Mason City, Iowa, as described in the plans and specifications and which have been signed by the Mayor and Clerk on behalf of the City, and proof of insurance coverage, be and the same are hereby approved as follows:

Contractor:	Staab Construction, Co
of:	Marshfield, WI
Bond Surety:	Western Surety Company
Portion of Work:	Scope of project

PASSED AND APPROVED this 19th day of May, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

**FINANCE
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Finance Director
Date: May 12, 2026
RE: Update of Depository Resolution

Recommendation:

Consider an update to the City's Depository Resolution.

Review:

The City has adopted various financial policies, including a Depository Resolution. These policies are periodically brought to City Council for revisions as needed.

The Depository Resolution is an official resolution reviewed by our auditors annually to ensure compliance. It sets the maximum amounts that can be deposited at each institution, and we cannot place funds at banks that are not listed in our resolution. Bank Iowa, with an office in Clear Lake, recently requested to be included on our resolution to allow them to bid on our time investments. We recommend this change at a maximum of \$55 million. We also recommend a variety of updates to the bank information listed since the resolution was last updated in 2021.

Budget Impact:

The proposed policy does not have a direct budgetary effect, but will inform future investment bidding and depository practices.

Council Action Requested:

Consider approval of resolution.

Attachments:

Proposed resolution.



Brent Hinson, Finance Director



Reviewed and Recommend Approval

RESOLUTION NO. 26 -

A RESOLUTION NAMING DEPOSITORIES FOR THE CITY OF
MASON CITY, IOWA

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

Section 1: That the City of Mason City in Cerro Gordo County, Iowa, approved the following list of financial institutions to be depositories of the City of Mason City funds in conformance with all applicable provision of Iowa Code Chapter 12C.1. The Finance Director is hereby authorized to deposit the City of Mason City funds in amounts not to exceed the maximum approved for each respective financial institution as set out below:

	Maximum Balance in effect under <u>prior Resolution</u>	Maximum Balance under this <u>Resolution</u>
Bank Iowa 1919 US 18 Clear Lake, IA 50428	\$0	\$55,000,000
First Citizens National Bank 2601 4th St. S. W. Mason City, Iowa	\$45,000,000	\$55,000,000
Northwood State Bank 451 S. Illinois Avenue Mason City, Iowa	\$45,000,000	\$55,000,000
US Bank 124 N. Washington Avenue Mason City, Iowa	\$45,000,000	\$55,000,000
Wells Fargo Bank Mason City, NA 10 North Washington Avenue Mason City, Iowa	\$45,000,000	\$55,000,000
Clear Lake Bank & Trust 425 Tiffany Drive Mason City, Iowa 50401	\$45,000,000	\$55,000,000
Farmers State Bank 517 S. Federal Avenue P.O. Box 680 Mason City, IA 50402-0680	\$45,000,000	\$55,000,000
Cent Credit Union 1341 6th St SW Mason City, IA 50401	\$250,000	\$250,000

Iowa Heartland Credit Union 1602 S Monroe Ave Mason City, IA 50401	\$250,000	\$250,000
North Iowa Community Credit Union 640 S Federal Ave Mason City, IA 50401	\$250,000	\$250,000

PASSED AND APPROVED this 19th day of May, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



**FINANCE
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Finance Director
Date: May 12, 2026
RE: Set Hearing on State Revolving Fund Loan for Water Reclamation Plant
Nutrient Reduction Improvements

Recommendation:

Set public hearing on a State Revolving Fund Loan through the Iowa Finance Authority (IFA) for the Water Reclamation Plant Nutrient Reduction Improvements in an amount not to exceed \$43,000,000 to cover the financing for the recently awarded plant improvements contract. If approved, the hearing would take place at the June 2 City Council meeting.

Review:

The financing plan for the Water Reclamation Plant Nutrient Reduction Improvements is to utilize low-interest financing through the State Revolving Fund (SRF). The Council previously approved a 0% Planning & Design Loan for the project that will be rolled into this primary construction financing.

IFA has preliminarily approved our SRF financing, but is necessary to first hold a public hearing on the issuance. We recommend this be done at the June 2, 2026 City Council meeting.

Budget Impact:

The project financing has been reviewed following bid and the proposed rate structure revised as needed. These rate effects will be addressed in the 5-year utility rate ordinance that will take effect in FY28 to be reviewed by Council prior to the adoption of the FY28 budget.

Council Action Requested:

Approve resolution setting a public hearing for June 2, 2026 on a clean water revenue loan and disbursement agreement in an amount not to exceed \$43,000,000 for the Water Reclamation Plant Nutrient Reduction Improvements project.

Attachments:

Letter from Dorsey & Whitney, LLP.

Proposed Resolution.

SRF Loan Application.



Brent Hinson, Finance Director



Reviewed and Recommend Approval

Iowa State Revolving Fund

Construction Loan Application



APPLICANT INFORMATION

Applicant's Name:	City of Mason City		
Street Address or PO Box:	101 1st St. NW		
City:	Mason City	County:	Cerro Gordo
Contact Person:	Brent Hinson	Title:	Finance Director, Deputy City Administrator
Phone Number:	641-421-3613	Email:	bhinson@masoncity.net
		Population Served	27,338

FINANCING INFORMATION

SRF Loan Request ¹ :	43,000,000	Anticipated Loan Closing Date ² :	6/26/26
Loan Term:	☒ Standard Term (20 years) ☐ Extended Term (up to 30 years) ³		
Security Pledge:	☒ Net Revenues of the Utility ☐ General Obligation ☐ Combination		
Tax Status of Loan:	☒ Tax-Exempt ☐ Taxable ⁴ ☐ Combination (multiple series)		

1. SRF Portion of Project Costs from Page 2 + 0.50% Initiation Fee (not to exceed \$100,000) Calculated amount rounded up to the nearest \$1,000. For example, if Project Costs Funded by SRF equals \$1,085,672, the Total SRF Loan amount will be $(\$1,085,672 \times 1.005 = \$1,091,100.36 = \$1,092,000)$. Disadvantaged communities will not be assessed Loan Initiation Fees on tax-exempt loans.
2. The expected date the loan will close and funds will be made available to the borrower.
3. For extended term loans, please attach a copy of the DNR approved extended term worksheet or the date it was submitted.
4. Your Bond Counsel will determine if more than 5% of the loan proceeds will finance an activity that does not benefit the public.

INFORMATION ABOUT THE PROJECT

Program:	☒ Clean Water SRF ☐ Drinking Water SRF	SRF Project Number:	CS1921175 01
Project Name	Nutrient Project		
Provide a brief description of the Project (100-word limit):			
Construct nutrient removal upgrade. Upgrade to Enhanced Nutrient Removal process			
Construction Schedule:			
Construction Start: 5/1/26 Substantial Completion: Final Completion: 12/1/27			

Project Type:

Traditional Water or Sewer Infrastructure ☒

Emerging Contaminant or PFAS ☐

Lead Service Line Replacement ☐

Non-Point Source ☐

**If a lead service line, emerging contaminant or PFAS project also involves traditional water or sewer infrastructure work, separate loan application (and loans) will be required for each project type.

PROJECT COSTS AND SOURCES OF FUNDS (For this IUP Application or Project Phase Only)

Project Cost Breakdown		Amount	List All Sources of Funds		Amount
Administrative, Financial, & Legal Expenses		35,000	SRF Portion of Project Costs		
Engineering Expenses (not part of P&D loan)		1,850,000	WTFAP		500,000
P&D Loan Number and Payoff	P&D Loan #	1,525,000	Local Funds		137,053
P&D Loan Number and Payoff	P&D Loan #	0			
Construction Contractor	Contractor 1 Name	39,783,163			
Construction Contractor	Contractor 2 Name	0			
Construction Contractor	Contractor 3 Name	0			
Equipment	Equipment Description	0	Existing SRF Loan(s)	Loan Number(s)	
Other	Other Expense Description	0	Other Source	Loan Forgiveness	560,000
Contingency		789,959			
Total Project Costs		43,983,122	Total Funding		1,197,053

If more than one loan, please describe split.
Ex \$500,000 Revenue and \$925,000 GO

City did make application for WQFP loan funds for this project.

PROFESSIONAL CONSULTANTS

Bond Counsel Firm:	Dorsey & Whitney LLP	
Contact Name:	Emily Hammond, Esq.	
Contact Phone:	515-283-1000	Email: hammond.emily@dorsey.com
Municipal Advisor Firm:	Speer Financial, Inc.	
Contact Name:	Maggie Burger	
Contact Phone:	319-291-2077	Email: mburger@speerfinancial.com
Grant Administrator Firm:		
Contact Name:		
Contact Phone:		Email:
Consulting Engineer Firm:	WHKS & Co.	
Contact Name:	Kevin Graves	
Contact Phone:	507-288-3923	Email: kgraves@whks.com

SRF CONSTRUCTION LOAN REQUIREMENTS

The following documentation must be submitted prior to executing the loan commitment:

- ☒ For revenue-backed loans, please submit a pro-forma cash flow analysis prepared by a registered Municipal Advisor identifying all outstanding parity obligations and detailing the revenues, expenses, outstanding debt, and debt coverage ratios for the system. At a minimum, the pro-forma should show financial information based on actuals for the past two years, the current year, and projections for the next two years.
- ☒ If user rates must be increased to meet the loan's debt coverage requirements, please provide documentation that appropriate action has been taken to implement the recommendation of the Municipal Advisor (adopted rate ordinance, public hearing notice, etc.).

SIGNATURE

The undersigned is duly authorized to request this loan on behalf of the Applicant. The Applicant declares under penalty of law that all facts given, and information attached, are true and correct. The Applicant authorizes Iowa Finance Authority to verify all information.



Authorized Signature

4/29/26
Date

Brent Hinson, Finance Director, Deputy City Administrator

Typed or Printed Name and Title

Loan applications and supporting documentation may be sent to
Iowa Finance Authority's Water Quality team at: waterquality@iowafinance.com.

RESOLUTION NO. 26 -

RESOLUTION TO FIX A DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED \$43,000,000

WHEREAS, the City of Mason City (the "City"), in Cerro Gordo County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council"), and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the "Outstanding Note Resolution"), the City has heretofore issued its \$13,000,000 Sewer Revenue Capital Loan Note, Taxable Series 2009, dated January 7, 2009 (the "Outstanding Note"), a portion of which remains outstanding; and

WHEREAS, pursuant to the Outstanding Note Resolution, the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Note under the terms and conditions set forth in the Outstanding Note Resolution; and

WHEREAS, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$43,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the City Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on June 2, 2026, at the Mason City Room of the Mason City Public Library, in the City, at 7:00 o'clock p.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

NOTICE OF PROPOSED ACTION TO INSTITUTE
PROCEEDINGS TO ENTER INTO A LOAN AND DISBURSEMENT AGREEMENT IN A
PRINCIPAL AMOUNT NOT TO EXCEED \$43,000,000

(SEWER REVENUE)

The City Council of the City of Mason City, Iowa, will meet on June 2, 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 to enter into a loan and disbursement agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$43,000,000, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Municipal Sanitary Sewer System (the "Utility") of the City.

The Agreement will not constitute a general obligation of the City, nor will it be payable in any manner by taxation but, together with the City's outstanding Sewer Revenue Capital Loan Note, Taxable Series 2009, dated January 7, 2009; and any additional obligations of the City as may be hereafter issued and outstanding from time to time ranking on a parity therewith, will be payable solely and only from the Net Revenues of the Utility.

At the aforementioned time and place, oral or written objections may be filed or made to the proposal to enter into the Agreement. After receiving objections, the City may determine to enter into the Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the City Council of the City of Mason City, 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 Project which is reasonably estimated to cost approximately \$43,000,000, (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 Project 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.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved this May 19, 2026.

Mayor

Attest:

City Clerk



**ENGINEERING
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Interim Director
Date: May 13, 2026
RE: Professional Services Amendment #2- FEMA Stormwater Study

Recommendation:

We recommend that the City Council approves Professional Services Agreement Amendment #2 with SEH for the FEMA Stormwater Study of Mason and Ideal Creeks.

Review:

The City of Mason City was awarded a \$224,900 Hazard Mitigation Program Grant through the Iowa Department of Homeland Security and Emergency Management (HSEMD). SEH was selected as the consultant for the project at the September 2, 2025 meeting. Amendment #1 increased the scope of the project by \$64,600 to allow for additional archaeological study and engineering work. The original agreement and Amendment #1 are 100% funded by FEMA and Iowa Homeland Security.

As we neared the completion point of the study, we determined that additional work was necessary to make the outputs of the study the most effective for securing FEMA Hazard Mitigation construction funding in the future and ultimately to obtain the best results for the affected property owners. These changes include: Investigation and design of improvements to the Ideal Creek dam, examination of industrial stormwater detention to reduce the stormwater loading on Mason Creek, and a Letter of Map Revision for Mason Creek to seek to remove certain properties from the mapped floodplain based on improved hydraulic data we have collected as part of this process. The proposed increase in services is \$68,200.

Budget Impact:

We have applied for \$12,300 in additional funds from Iowa Homeland Security to offset a portion of this cost. The project was originally budgeted with \$33,750 in local match, and we believe we have the remainder of the funds readily available from completed

projects in the Storm Sewer Fund, even if the additional grant amount from Homeland Security is not approved.

Council Action Requested:

We respectfully request that the City Council approves Professional Services Agreement Amendment #2 for the FEMA Stormwater Study with SEH, Inc, in the amount of \$68,200.

Attachments:

Professional Services Agreement Amendment #2.



Brent Hinson, Interim Director



Reviewed and Recommend Approval



Building a Better World
for All of Us®

May 6, 2026

RE: Mason City
Stormwater Flood Mitigation
SEH No. MASOC 187413 14.00

Brent Hinson
Deputy City Administrator
Mason City Iowa
10 First Street Northwest
Mason City, IA 50401

Dear Mr. Hinson:

Short Elliott Hendrickson Inc. (SEH) is pleased to provide this letter proposal for water resources engineering services related to the Ideal Creek Dam Expansion, Mason Creek Industrial Stormwater Detention, and Mason Creek Letter of Map Revision (LOMR).

This scope is organized so the City can select the work that best aligns with its current priorities. Task 1 provides general coordination and project management for the authorized work. Tasks 2, 3, and 4 are independent of one another, and the City may authorize any one of them, or any combination of them, based on its interests.

PROJECT APPROACH

This amendment builds on the hydrologic and hydraulic modeling, alternatives analysis, and preferred mitigation concepts identified under the original Mason City Stormwater Flood Mitigation contract. That work evaluated flood risk and mitigation strategies for both the Ideal Creek and Mason Creek watersheds and identified the Ideal Creek dam expansion and Mason Creek follow-up efforts, including map revision considerations, as preferred next steps for further advancement.

Under this amendment, SEH will support the City with targeted coordination, field review, model updates, feasibility-level design, agency coordination, and technical documentation needed to further evaluate and advance selected flood mitigation and regulatory options. The scope is structured so the City may select the work that best aligns with its current interests and funding priorities. Task 1 provides general coordination and project management for the authorized work, while Tasks 2, 3, and 4 are independent of one another and may be authorized individually or in any combination. Each technical task will result in documentation that can be used by the City to understand feasibility, regulatory considerations, and potential next steps.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 10 North Washington Avenue, Suite 110, Mason City, IA 50401-3252

641.424.6344 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action—Equal Opportunity Employer

SCOPE OF SERVICES

Task 1 – Coordination and Project Management

SEH will coordinate the overall project and provide general project management for the work authorized by the City. This task includes a kickoff meeting to confirm project goals, available information, communication protocols, and the preferred schedule for the selected tasks.

SEH will also provide monthly progress reporting to keep the City informed of completed work, upcoming activities, and any items requiring City input. A site visit is included to review relevant existing conditions and support the technical tasks selected by the City.

Deliverables for this task will include meeting notes, monthly progress summaries, and general project coordination.

Task 2 – Ideal Creek Dam Expansion

This task will evaluate the feasibility of expanding the Ideal Creek Dam. SEH will complete a dam survey and coordinate with the appropriate agencies and stakeholders to review available historic information, existing dam documentation, and regulatory considerations. This coordination assumes participation from DNR Dam Safety, CRP, NRCS, and other stakeholders, as applicable.

SEH will update the existing HEC-HMS hydrologic model with survey data and revise the existing conditions HEC-RAS hydraulic model. These updates will provide the technical basis for evaluating potential dam expansion concepts. SEH will then prepare a feasibility-level design and complete proposed conditions hydraulic analysis to estimate how the potential improvements may affect hydraulic performance.

The findings will be summarized in a technical memorandum documenting the modeling approach, feasibility-level concept, hydraulic results, and recommended next steps.

Deliverables for this task will include updated hydrologic and hydraulic modeling files, feasibility-level design information, and a technical memorandum.

Task 3 – Mason Creek Industrial Stormwater Detention

This task will evaluate potential stormwater detention needs associated with proposed industrial development near Mason Creek. SEH will begin with a kickoff meeting focused on the development concept, available site information, drainage considerations, and City objectives.

SEH will review the proposed development information provided by the City and evaluate potential detention approaches at a feasibility level. The evaluation will include three detention alternatives, allowing the City to compare general layout, function, and hydraulic performance before proceeding into more detailed design.

SEH will complete proposed conditions hydraulic analysis for the alternatives and summarize the results in a technical memorandum. The memorandum will identify the assumptions used, summarize the feasibility-level alternatives, and provide the City with technical information to support future planning or design decisions.

Deliverables for this task will include feasibility-level detention alternatives, proposed conditions hydraulic analysis, and a technical memorandum.

Task 4 – Mason Creek LOMR

This task will prepare documentation to support a FEMA Letter of Map Revision for Mason Creek. SEH will prepare the narrative report, MT-2 documentation, and supporting figures needed for agency review. SEH will submit the documentation to DNR for technical review and respond to comments. The scope assumes up to two rounds of DNR comments. Following DNR review, SEH will support FEMA review of the LOMR documentation, assuming up to two rounds of FEMA comments. This option is the only potential project identified during the Feasibility Study that does not require any structural mitigation efforts to reduce the mapped floodplain within the City.

Any FEMA LOMR review fees, if applicable, will be paid by the City. This task is independent from Tasks 2 and 3 and may be authorized separately if the City wishes to proceed only with the LOMR documentation.

Deliverables for this task will include the LOMR narrative report, MT-2 forms, supporting figures, DNR submittal materials, and FEMA review response materials.

Assumptions

This scope is based on the following assumptions:

- DNR will provide existing dam information for use in Task 2.
- Agency coordination for Task 2 assumes one meeting including DNR Dam Safety, CRP, NRCS, and other stakeholders, as applicable.
- DNR technical review for Task 4 assumes up to two rounds of comments.
- FEMA review for Task 4 assumes up to two rounds of comments.
- FEMA LOMR fees, if applicable, will be paid by the City. New hydrology based LOMRs may require an \$8,000 review fee. Better Data LOMRs are free to review, SEH will submit this under a Better Data LOMR.

FEE

The proposed fee to complete all tasks listed above is \$68,200, however tasks 2-4 may be pursued independently from one another if the City so chooses. A full breakdown of tasks and hours as been attached for your reference.

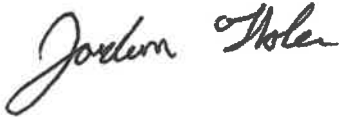
Task #	Budget
Task 1: Coordination and PM	\$7,100
Task 2: Ideal Creek Dam Expansion	\$28,240
Task 3: Mason Creek Industrial Stormwater Detention	\$12,930
Task 4: Mason Creek LOMR	\$19,970
Total	\$68,200

Brent Hinson
May 6, 2026
Page 4

Once we receive the authorization, SEH is prepared to move forward with the project immediately with the goal of having the final presentation ready for the City on June 16th at the latest. If you have any questions or concerns regarding this proposal, please do not hesitate to reach out to me directly at (651) 508-0458.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.

A handwritten signature in black ink that reads "Jordan Thole". The signature is written in a cursive, flowing style.

Jordan Thole PE, CFM
Project Manager
(Lic. AZ, CO, IA, ID, IN, MI, MN, MT, NM, NV, OR, SD, TX, WI)

JPT

c: Becky Schwab - SEH

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**Mason City - Amendment 2
Mason City, IA**

Project Cost Estimate

Task		Senior Water Resource Engineer	QA/QC	Water Resource Engineer	Water Resource Engineer	Sr. Geotechnica l Engineer	PMA	Total Labor (hours)	Total labor (Cost)
Task 1: Coordination and PM									
1.1	Kickoff Meeting	5	3		2		2	12	\$2,610
1.2	Monthly Progress Reporting	4					10	14	\$1,970
1.3	Site Visit	3	3		6			12	\$2,520
Task 2: Ideal Creek Dam Expansion									
2.1	Dam Survey	8							
2.2	Agency Coordination (Meeting and historic document review)	2	2	4	2	2		30	\$6,050
2.3	Updated HMS Model with Survey Data			2	8			10	\$2,240
2.4	Update Existing Conditions RAS model			2	8			10	\$1,640
2.5	Proposed Feasibility Level Design	4		8	16	16		44	\$9,320
2.6	Proposed Conditions Hydraulic Analysis	2		2	8			12	\$2,140
2.7	Technical Memo	2	2	8	16			28	\$5,210
Task 3: Mason Creek Industrial Stormwater Detention									
3.1	Kickoff Meeting	2		2				4	\$930
3.2	Proposed Development Review			2	4			6	\$1,030
3.3	Feasibility Level Design (Three alternatives)			4	24			28	\$4,480
3.4	Proposed Conditions Hydraulic Analysis	2		2	16			20	\$3,340
3.5	Technical Memo	2	2	4	8			16	\$3,150
Task 4: Mason Creek LOMR									
4.1	Narrative Report	2	2	4	16			24	\$4,350
4.2	MT-2 Documentation			2	8			10	\$1,640
4.3	Figures			8	16			24	\$4,140
4.4	DNR Submittal and Technical Review (2 Rounds of Comments)	2		8	16			26	\$4,630
4.5	FEMA Review (assumes 2 rounds of comments)	2	2	8	16			28	\$5,210
Labor Hours Subtotal		42	16	78	202	18	12	368	

Total Labor Costs \$68,200

- 1 DNR will provide existing dam information
- 2 FEMA LOMR Fees will be paid by City, if applicable (\$8,000)
- 3 Assumes agency meeting will include DNR Dam Safety, CRP, NRCS, and other stakeholders

Subtotal

Total Project Costs \$68,200

RESOLUTION NO. 26 –

A RESOLUTION APPROVING AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH SHORT ELLIOTT HENDRICKSON, INC. FOR
ADDITIONAL SERVICES RELATED TO THE FEMA
STORMWATER FLOOD MITIGATION STUDY

WHEREAS, the City Council of the City of Mason City, Iowa, did approve Resolution No. 25-154 on the 2nd day of September, 2025 making award of contract for professional services to Short Elliott Hendrickson, Inc. of Mason City, Iowa related to the Mason City Storm Water Flood Mitigation Study, and

WHEREAS, Amendment No. 2 is necessary.

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

Section 1: That Amendment No. 2 in the amount not-to-exceed \$68,200.00 be and the same is hereby approved.

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

PASSED AND APPROVED this 19th day of May, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

**ENGINEERING
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Interim Director
Date: May 13, 2026
RE: DOT Predesign Agreement- Highway 122 West

Recommendation:

We recommend that the City Council approves a predesign agreement with the Iowa Department of Transportation (DOT) for the 122 West Project.

Review:

We recently learned that our long-planned Highway 122 West project (from Indianhead Drive to Winnebago Way) has been included in the draft five-year transportation plan as a phased project. The Council adopted a detailed feasibility study for the project in September 2022.

The first phase of the project could begin construction as soon as FY28. As such, the DOT has presented us with a predesign agreement for these improvements. As expected, the City's cost-share will be approximately \$14.4 million. We expect that once design costs and water & sewer impacts are included, the long-term investment for the City will be around \$17 million. We do have the majority of the funding included in the FY27-FY31 CIP but will need to analyze moving up certain components of our funding. The project is largely funded by TIF-backed G.O. bonds. We will continue to seek grants that could defray a significant portion of the City's projected cost-share.

The project is currently envisioned to occur in 5 phases, presented here with simplified descriptions:

- Year 1: Rib Crib frontage to Arby's
- Year 2: Starbucks frontage to Rib Crib frontage
- Years 3 & 4: East of bridges over Willow Creek to Starbucks frontage
- Year 5: Arby's through Winnebago Way intersection

Pending Council approval, there will be substantial staff and consultant work to occur over the coming months and years. We anticipate a future Council workshop, regular Council updates, and substantial public information disbursement during the design and construction processes.

Budget Impact:

As stated above, the expected impact for the City budget over multiple years is a total of \$17 million. We have a major portion of this funding identified in the current CIP but will continue to seek grants and analyze revisions to the CIP to accommodate the project schedule and timing for the funding needed. The primary source of our funding for the project will be TIF-backed G.O. bonds.

Council Action Requested:

We respectfully request that the City Council approves a predesign agreement with the Iowa Department of Transportation for the Highway 122 West project.

Attachments:

Predesign Agreement.



Brent Hinson, Interim Director



Reviewed and Recommend Approval

**IOWA DEPARTMENT OF TRANSPORTATION
Predesign Agreement
For Primary Road Project**

County	Cerro Gordo
City	Mason City
Project No.	STP-122-1(028)--2C-17 STP-122-1(030)--2C-17 STP-122-1(032)--2C-17 STP-122-1(034)--2C-17
Iowa DOT Agreement No.	2026-P-115
Staff Action No.	

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Mason City, Iowa, a Local Public Agency, hereinafter designated the "LPA", in accordance with Iowa Code Chapters 28E.12, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Iowa 122 within Cerro Gordo County, Iowa; and

The DOT and the LPA intend to jointly participate in said project, in the manner provided herein; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The LPA shall design, acquire the necessary right of way, and coordinate utility relocations; and the DOT shall obtain historical and environmental clearances, let, and inspect construction of the following described projects in accordance with the project plans and DOT Standard Specifications:

STP-122-1(028)--2C-17: Portland cement concrete (PCC) pavement, grade and new, on Iowa 122 from 0.2 miles east of Roosevelt Avenue to 0.1 miles east of Taft Avenue. Currently scheduled for the January 19, 2028 letting.

STP-122-1(030)--2C-17: PCC pavement, grade and new, on Iowa 122 from 0.3 miles east of Eisenhower Avenue to 0.2 miles east of Roosevelt Avenue. Currently scheduled for the January 17, 2029 letting.

STP-122-1(032)--2C-17: PCC pavement, grade and new, on Iowa 122 from the Willow Creek bridge to 0.3 miles east of Eisenhower Avenue. Currently scheduled for the January 16, 2030 letting.

STP-122-1(034)--2C-17: PCC pavement, grade and new, on Iowa 122 from 0.1 miles east of Taft Avenue to east of Winnebago Way. Currently scheduled for the January 21, 2032 letting.

See Exhibit A for project locations.

- b. As part of the project, the LPA has requested storm sewer installation (cost is shared with the DOT), lighting, sidewalk/trail, and aesthetic improvements within the city of Mason City all which shall be at no cost to the DOT (except for the shared storm sewer costs). See Exhibit B for estimated costs.
- c. The following LPA side street intersection approaches shall be reconstructed as part of the projects. Upon completion of construction, the LPA agrees to retain ownership and jurisdiction of the following

side road improvements. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no expense or obligation to the DOT:

- (a) Indianhead Drive
- (b) Eisenhower Avenue
- (c) Unnamed Frontage Road
- (d) Roosevelt Avenue / Village Green Drive
- (e) Taft Avenue
- (f) Grover Avenue
- (g) Winnebago Way

d. Project Design:

- (1) The LPA, or its consultant, shall be responsible for the design of all proposed improvements. The LPA agrees to indemnify, defend, and hold harmless the DOT from any action or liability arising out of all designs resulting from these projects.
- (2) The project plans, specifications, and engineer's cost estimates shall be prepared and certified by a Professional Engineer licensed to practice in the State of Iowa.
- (3) All proposed highway or street improvements shall be designed using the American Association of State Highway and Transportation Officials (AASHTO) "Policy on Geometric Design of Highways and Streets" (latest edition), or other equivalent generally recognized engineering or safety standard, criteria, or design theory.
- (4) The project design shall comply with the "Manual on Uniform Traffic Control Devices for Streets and Highways", published by the Federal Highway Administration, and as adopted by the DOT per 761 Iowa Administrative Code, Chapter 130.

2. Funding Sources

- a. The following funding sources have been identified for the project:

Iowa DOT	\$21,197,610
<u>City of Mason City</u>	<u>\$14,418,390</u>
TOTAL Funding	\$35,616,000

- b. See Exhibit B for estimated project costs.

3. Traffic Control

- a. Iowa 122 through-traffic will be maintained during the construction.
- b. It may be necessary to temporarily close LPA side road(s) Indianhead Drive, Eisenhower Avenue, Roosevelt Avenue / Village Green Drive, Taft Avenue, Grover Avenue, and Winnebago Way during construction. The DOT shall furnish and install the required barricades and signing for the closures at project cost, and shall remove same upon completion of the project. The DOT shall work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours, which may be necessary for project related LPA road closures, shall be the responsibility of the LPA, at no expense or obligation to the DOT.

4. Right of Way and Permits

- a. Subject to the provisions herein, the LPA, in accordance with 761 Iowa Administrative Code Chapter 150, Rules 150.3(1)(c) and 150.4(2), shall remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA shall

also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project, including but not limited to private signs, buildings, pumps, and parking areas.

- b. The LPA shall be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA shall relocate all utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT, and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections, no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way, will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work shall be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.
- e. The LPA shall be responsible for providing any right of way for the project which involves dedicated streets or alleys, and any other LPA-owned lands which are required for the project. Since the LPA has appraised itself of the value of these lands, as a portion of their participation in the project, the LPA voluntarily agrees to make such lands available without further compensation.
- f. If right of way is required for the projects, the LPA shall acquire the necessary right of way in accordance with 761 Iowa Administrative Code Chapter 111, Real Property Acquisition and Relocation Assistance. The LPA shall submit preliminary right of way plans to the DOT's Right of Way Bureau (Property Management LPA Coordinator) for review and approval prior to the commencement of any acquisition negotiations.

Additionally, the portions of right of way acquired for improvements to the Primary Road System shall be acquired in the name of the State of Iowa, for the use and benefit of the DOT. The LPA shall be responsible for closing the real estate transaction for each parcel, disbursing funds to sellers, and obtaining all necessary documents required to clear title to the land acquired per Iowa Land Title Standards and the current Iowa DOT Right of Way Manual. The LPA shall also be responsible for filing all conveyance and title clearing documents with the County Recorder and shall provide the DOT Right of Way Bureau with copies of all completed purchase agreements/contracts, deeds, easements, condemnation documents, and acquisition plats (for State of Iowa right of way) upon completion of the right of way activities. The LPA, or the LPA's closing agent, shall be responsible for preparing and filing Form 1099-S (Proceeds from Real Estate Transactions) with the Internal Revenue Service for all reportable real estate transactions pursuant to current IRS requirements.

5. Construction and Maintenance

- a. A future Preconstruction Agreement shall be negotiated between the DOT and LPA to further define project responsibilities and cost sharing.
- b. New lighting and traffic signal construction for these projects shall be as provided under guidelines established in 761 Iowa Administrative Code Chapter 150. The new lighting and traffic signal installations shall be constructed at no cost to the DOT. If constructed, the LPA shall accept ownership of and responsibility for future energy and maintenance costs of those lighting and traffic signal units which lie within the corporate boundaries.
- c. Upon completion of the project, no changes in the physical features thereof shall be undertaken or permitted without the prior written approval of the DOT.
- d. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project, and the FIS is modified, amended, or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment, or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project, and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by The Civil Rights Act of 1964 (42 U.S.C. Chapter 21) and Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State and/or Federal funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries shall be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.
- e. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall only be in the form of a duly executed written amendment to this document.

[The space below intentionally left blank]

November 2025

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2026-P-115 as of the date shown opposite its signature below.

CITY OF MASON CITY:

By: _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of the
City was duly authorized to execute the same on the ____ day of _____, 20____.

Signed: _____
City Clerk of Mason City, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Nickolas J Humpal, P.E.
District Engineer
District 2

**Exhibit A : Location Map
(Part of the City of Mason City)**



Section	Shared Costs	Storm Sewer Costs	City Costs	Aesthetics (5%)	Total Costs	Future 3R
From Lark Ave to West of Willow Creek Bridge	\$5,274,000.00	\$0.00	\$604,000.00	\$294,000.00	\$6,172,000.00	
From East of Willow Creek Bridge to Indianhead Dr Intersection	\$1,278,000.00	\$0.00	\$139,000.00	\$71,000.00	\$1,488,000.00	
Indianhead Dr Intersection	\$642,000.00	\$129,000.00	\$45,000.00	\$41,000.00	\$897,000.00	
Indianhead Dr Intersection to Eisenhower Ave Intersection	\$1,064,000.00	\$714,000.00	\$479,000.00	\$158,000.00	\$3,311,000.00	
Eisenhower Ave Intersection	\$1,260,000.00	\$260,000.00	\$223,000.00	\$68,000.00	\$1,851,000.00	
Eisenhower Ave Intersection to 4th St Intersection	\$1,815,000.00	\$722,000.00	\$493,000.00	\$152,000.00	\$3,182,000.00	
4th St (Frontage/ Road) Intersection	\$414,000.00	\$72,000.00	\$54,000.00	\$27,000.00	\$567,000.00	
Project 4 Totals:	\$7,323,000.00	\$1,917,000.00	\$1,429,000.00	\$537,000.00	\$11,256,000.00	
City Costs		\$1,284,390.00	\$1,429,000.00	\$537,000.00	\$3,250,390.00	
DOT Costs	\$7,373,000.00	\$632,610.00			\$8,005,610.00	
4th St Intersection to Roosevelt Ave Intersection	\$1,885,000.00	\$783,000.00	\$509,000.00	\$159,000.00	\$3,336,000.00	
Roosevelt Ave Intersection	\$1,192,000.00	\$281,000.00	\$167,000.00	\$80,000.00	\$1,680,000.00	
1/2 of Roosevelt Ave Intersection to Taft Ave Intersection	\$2,155,000.00	\$755,000.00	\$501,500.00	\$85,500.00	\$3,497,000.00	\$8,513,000.00
Project 3 Totals:	\$5,192,000.00	\$1,819,000.00	\$1,177,500.00	\$324,500.00	\$8,513,000.00	
City Costs (40% of Shared)	\$2,076,800.00	\$1,218,730.00	\$1,177,500.00	\$324,500.00	\$4,797,530.00	\$8,513,000.00
DOT Costs (60% of Shared)	\$3,115,200.00	\$600,270.00			\$3,715,470.00	
1/2 of Roosevelt Ave Intersection to Taft Ave Intersection	\$2,155,000.00	\$755,000.00	\$501,500.00	\$85,500.00	\$3,497,000.00	
Taft Ave Intersection	\$1,142,000.00	\$290,000.00	\$155,000.00	\$79,000.00	\$1,666,000.00	
1/2 of Taft Ave Intersection to Grover Ave Intersection	\$1,346,500.00	\$477,000.00	\$328,500.00	\$54,000.00	\$2,206,000.00	\$7,369,000.00
Project 2 Totals:	\$4,643,500.00	\$1,522,000.00	\$985,000.00	\$218,500.00	\$7,369,000.00	
City Costs (40% of Shared)	\$1,857,400.00	\$1,019,740.00	\$985,000.00	\$218,500.00	\$4,080,640.00	\$7,369,000.00
DOT Costs (60% of Shared)	\$2,786,100.00	\$502,260.00			\$3,288,360.00	
1/2 of Taft Ave Intersection to Grover Ave Intersection	\$1,346,500.00	\$477,000.00	\$328,500.00	\$54,000.00	\$2,206,000.00	
Grover Ave Intersection	\$1,463,000.00	\$252,000.00	\$152,000.00	\$93,000.00	\$1,960,000.00	
Grover Ave Intersection to Winnebago Way Intersection	\$1,390,000.00	\$451,000.00	\$300,000.00	\$107,000.00	\$2,248,000.00	
Winnebago Way Intersection	\$1,179,000.00	\$209,000.00	\$105,000.00	\$75,000.00	\$1,568,000.00	\$8,478,000.00
Winnebago Way Intersection to end of project	\$315,000.00	\$110,000.00	\$47,000.00	\$24,000.00	\$496,000.00	
Project 1 Totals:	\$5,693,500.00	\$1,499,000.00	\$932,500.00	\$353,000.00	\$8,478,000.00	
City Costs		\$1,004,330.00	\$932,500.00	\$353,000.00	\$2,289,830.00	\$8,478,000.00
DOT Costs	\$5,693,500.00	\$494,670.00			\$6,188,170.00	
Project Total	\$28,176,000.00	\$6,757,000.00	\$5,128,000.00	\$1,727,000.00	\$41,788,000.00	\$35,616,000.00

Cost is in 2030 \$, and includes Contingency.

Additional Funding Options to Consider:

- TSIP at Taft Avenue
- STBG Joint DOT/City
- Transportation Alternatives Set-Aside

City Storm Sewer Share (67%) Costs: \$4,527,190.00

City Costs (Sidewalk/Trail, Lighting): \$4,524,000.00

City Aesthetics (5%): \$1,433,000.00

City Project Cost SUBTOTAL: \$10,484,190.00

DOT Storm Sewer (33%) Costs: \$2,229,810.00

Shared Costs: \$22,902,000.00

Project Total w/o Lark to Willow Creek: \$35,616,000.00

City Committed Contribution: \$10,484,190.00

UNDERFUNDED: \$25,131,810.00

City Committed 40% of Project 2 and 3: \$3,934,200.00

DOT 60% of Project 2 and 3: \$5,901,300.00

Shared Costs Project 1 and 4: \$13,066,500.00

DOT Storm Sewer (33%) Costs: \$2,229,810.00

Remaining Balance: \$0.00

\$21,197,610.00 DOT CONTRIBUTION

\$14,418,390.00 CITY CONTRIBUTION

RESOLUTION NO. 26 -

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A PREDESIGN AGREEMENT WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR THE HIGHWAY 122 WEST PROJECT

Whereas, the City of Mason City and the Iowa DOT have prepared plans for improvements to Highway 122 West, and

WHEREAS, the project requires a Predesign Agreement.

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

Section 1: That the City Council of the City of Mason City, Iowa does hereby approve entering into a Predesign Agreement with the Iowa Department of Transportation, Iowa DOT Agreement No. STP-122-1(028)—2C-17, STP-122-1(030)—2C-17, STP-122-1(032)—2C-17, and STP-122-1(034)—2C-17 for improvements to Highway 122 West.

Section 2: That the Mayor is authorized and the Clerk hereby directed to execute such agreement said agreement not to be binding on the City until approved by this Council.

PASSED AND APPROVED this 19th day of May 2025.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

**ENGINEERING
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Interim Director
Date: May 13, 2026
RE: Professional Services Agreement and Amendment #1 for 122 West Project

Recommendation:

We recommend the City Council approve Professional Services Agreement and Amendment #1 with WHKS & Co. for the 122 West Project.

Review:

As discussed in more detail in my memo for the DOT predesign agreement, we recently learned that the 122 West project from Indianhead Drive to Winnebago Way is in the draft five-year DOT funding plan. As such, we need to get survey and design engineering moving forward for the project. This work includes survey, concept statement, preliminary corridor design, preliminary design & final design of Year 1 construction plans, Iowa Clean Air Attainment Program (ICAAP) grant assistance, construction assistance, and other design services as listed in the proposal.

Given the accelerated nature of the improvements, the base agreement in the amount of \$30,000 was administratively approved on April 2, 2026 and we are now seeking Council ratification of the agreement. For the much more in-depth Amendment #1, WHKS & Co. proposes a not-to-exceed amount of \$978,000. The overall amount is included in the CIP, but the funding was not expected to be needed until FY28, so we will need to provide future financial analysis to ensure the project can proceed on an accelerated schedule. We do already have slightly over \$344,000 in funds currently set aside for the project that can be utilized for this purpose.

Budget Impact:

These expenses are included in the FY27-FY31 CIP, but as stated above we will need to conduct further financial analysis to ensure we can have the funds available in FY27 to allow the project to proceed with the current schedule that is envisioned.

Council Action Requested:

We respectfully request that the City Council approve the Professional Services Agreement & Amendment #1 for the 122 West project with WHKS & Co.

Attachments:

Proposed Professional Services Agreement & Amendment #1.



Brent Hinson, Interim Director



Reviewed and Recommend Approval

whks

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Mason City, IA** hereinafter referred to as the "Client" and **WHKS & Co.**, hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **IA 122 West – Corridor Improvement Project**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Survey services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly with a Not-to-Exceed Fee of \$30,000 including Expenses.

Executed this 2 day of April, 2026

City of Mason City, IA

By:

Printed Name: Aaron Burnett

Title:

City Administrator

WHKS & co.

By:

Printed Name: Steven Scott Sweet, P.E.

Title:

Principal

Exhibit A to Professional Services Agreement

A. Project Description:

The project consists of improvements to IA Highway 122 from west of Indianhead Drive to east of Cerro Gordo Way. The work covered by this PSA consists of the survey location of section corners, right of way lines and the survey and establishment of the centerline of IA Highway 122, frontage roads and sideroads. See Exhibit B.

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.

2. Right-of-Way Survey

- Perform online and courthouse research for deeds, surveys, acquisition plats, subdivision plats, title history/transfers, etc.
- Perform research of roadway and right-of-way (ROW) alignments and establishment for IA Highway 122.
- Perform additional research of roadway and right-of-way (ROW) alignments for side streets butting up to IA Highway 122 within the described corridor.
- Establish site control and base maps.
- Recover roadway alignment and ROW control monumentation.
- Recover Section Corner monumentation and re-tie.
- Recover existing property corners.
- Obtain additional field evidence of established ROW / boundary line positions.
- Research and analyze adjacent property owner deeds/title.
- Perform analysis of all collected field and research evidence.
- Determine ROW line locations based on analysis.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Acquisition plats or descriptions
2. Easement plats or descriptions
3. Negotiation for easements or land acquisition
4. Special assessment assistance

Exhibit B to Professional Services Agreement



STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT

WHEREAS, **City of Mason City, Iowa** (Client) and WHKS & Co. (WHKS) executed a Professional Services Agreement dated **April 2, 2026** for certain engineering services for **IA 122 West – Corridor Improvement Project** (Project), and

WHEREAS, the Agreement described a scope of services and was based on completion of certain services, and

WHEREAS, the Client has requested **Survey and Design Engineering** services for the **IA 122 West – Corridor Improvement Project** as described in more detail in attached Exhibit A, and

NOW THEREFORE, the Client and WHKS hereby agree the amended compensation for services shall be increased by the following:

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly with a Not-to-Exceed Fee of \$978,000.00 including Expenses.

Executed this _____ day of May, 2026

City of Mason City, Iowa

By: _____

Printed Name: _____

Title: _____

WHKS & co.

By: _____

Printed Name: Steven Scott Sweet, P.E.

Title: Principal

Exhibit A to Amendment No. 1

A. Project Description:

The project consists of improvements to IA Highway 122 from west of Indianhead Drive to east of Cerro Gordo Way. This amendment includes the work required to complete the preliminary corridor design elements and design of the Year 1 construction project as described below in B.

The Corridor Improvements include the complete reconstruction of the 4-lane rural divided highway section into a four-lane urban section with curb and gutter and an underground storm water drainage system. Additional work to be completed includes replacement of underground utilities, shared use path along the north side and a sidewalk along the south side of the corridor, storm water management features, improvements to the water distribution system, improvements to the sanitary sewer collection system, and other incidental work.

The proposed construction will be staged into four (4) separate construction packages over a five (5) year construction timeline with the following approximate limits and time frames:

- Year 1 – East of Tiffany Drive to west of Briarstone Drive, 2028 Construction
- Year 2 – East of Eisenhower Avenue to east of Tiffany Drive, 2029 Construction
- Years 3 and 4 – West of Indianhead Drive to east of Eisenhower Avenue, 2030 and 2031 Construction
- Year 5 – West of Briarstone Drive to east of Cerro Gordo Way.

Construction of the projects will be staged to maintain through traffic along the corridor. Sideroads will need to be closed for certain construction stages.

This Amendment includes survey, concept statement, preliminary corridor design, preliminary design and final design of Year 1 construction plans, Iowa Clean Air Attainment Program grant assistance, construction assistance and other design engineering services as described below in B.

Future Amendments will be prepared for aesthetics, lighting, geotechnical work, and final design and construction assistance for Year 2 through Year 5 projects as necessary to meet the needs of the project.

B. Scope of Services Provided Under This Agreement:

Note: Items 1-2 were previously defined in the AGREEMENT.

- 1. Project Management and Meetings**
- 2. Right-of-Way Survey**
- 3. Survey and Research of Existing Conditions**
 - Develop project control and base map for the project.

- Perform a drone survey to obtain field data and aerial photography to support new facilities, exclusive of boundary surveys for land and easement acquisition. Processing of the drone survey will be completed by a subconsultant to WHKS.
- Perform site topographical surveys to supplement the drone survey.
- Locate the existing underground utilities as located by the Iowa One Call locate system.
- Process the site topographical survey and incorporate it into the drone survey.
- Create base mapping and existing surfaces to aid in the design process.
- Collect, obtain and review relevant information from the Client.

4. Concept Statement

- Prepare and submit a Concept Statement for the planned improvements, according to the Iowa DOT's procedures.

5. Preliminary Corridor Design

- Prepare preliminary plans to show the character and scope of work to be performed by contractors on the Project. This phase of the project will comprise preliminary design of the following:
 - i. Mainline and sideroad plan and profile
 - ii. Construction Staging plan.
 - iii. Maintenance of Traffic plan.
 - iv. Storm Water Management plan.
 - v. Utility Improvement plan.
- Coordinate utility upgrades with private and public entities.
- Attend one (1) City Council work session to provide an update on the project.
- Prepare opinion of probable construction cost prior to each work session.

6. Right-of-Way Documents

- Prepare up to ten (12) plats and descriptions for partial acquisitions required for the construction of the improvements along the corridor.
- Prepare up to twenty (24) plats and descriptions for temporary easements required for the construction of the improvements along the corridor.

7. Year 1 Construction - Field Exam Design and Plans (D02)

- Prepare preliminary plans to show the character and scope of work to be performed by contractors on the Project. Plans will follow Iowa DOT standards.
- Preliminary plan elements will include the following:
 - i. Design Criteria
 - ii. Typical Sections
 - iii. Mainline Plan and Profile
 - iv. Sideroad / Frontage Road Connection Plan and Profile
 - v. Survey Information
 - vi. Right-of-Way Layout
 - vii. Staging and Maintenance of Traffic Layouts
 - viii. Intersection Layouts
 - ix. Public Underground Utility Layouts
 - x. Sidewalk Plan and Profile
 - xi. Trail Plan and Profile

xii. Cross Sections

- Prepare opinion of probable construction cost on in-progress plans.
- Prepare, coordinate, and attend the Field Exam.
- Prepare and submit the Field Exam Letter.
- Provide periodic updates to the City Council.

8. Year 1 Construction - Right-of-Way Design and Plans (D05)

- Prepare preliminary plans to show the character and scope of work to be performed by contractors on the Project. Plans will be used to acquire the necessary right-of-way for the project.
- Preliminary plan elements will include the following:
 - i. Typical Sections
 - ii. Mainline Plan and Profile
 - iii. Sideroad Plan and Profile
 - iv. Temporary Pavements
 - v. Temporary and Permanent Easements
 - vi. Staging and Maintenance of Traffic Layouts
 - vii. Intersection Layouts
 - viii. Underground Utility Layouts
 - ix. Erosion Control Layouts
 - x. Sidewalk Plan and Profile
 - xi. Trail Plan and Profile
 - xii. Miscellaneous Details
 - xiii. Cross Sections
- Prepare opinion of probable construction cost on in-progress plans.
- Prepare displays, coordinate, attend, and document one (1) Public Information Meeting (PIM)
- Attend one (1) City Council work session to provide and update on the project.

9. Year 1 Construction - Final Design and Letting Plans (DM5 and D08)

- Prepare final plans to show the character and scope of work to be performed by contractors on the Project. Plans to be let by the Iowa Department of Transportation (Iowa DOT).
- Prepare a Storm Water Pollution Prevention Plan (SWPPP).
- Submit final plans, specifications, special provisions, public interest findings, and design exceptions to the Client and Iowa DOT for review and comment (DM5).
- Incorporate review comments into the final plans and submit for letting (D08).
- Final plans will include the following:
 - i. Title Sheets
 - ii. Typical Section Sheets
 - iii. Estimate of Quantities, Estimate Reference Information, and Tabulation Sheets
 - iv. Mainline Plan and Profile Sheets
 - v. Sideroad Plan and Profile Sheets
 - vi. Detour Sheets
 - vii. Geometric Sheets
 - viii. Right-of-Way Sheets

- ix. Staging and Maintenance of Traffic Sheets
- x. Geometrics, Staking, Jointing and Edge Profile Sheets
- xi. Utility Improvement Plan and Profile Sheets
- xii. Lighting Plan and Detail Sheets
- xiii. Erosion Control Sheets
- xiv. Sidewalk Plan and Profile Sheets
- xv. Trail Plan and Profile Sheets
- xvi. Aesthetic Plan and Detail Sheets
- xvii. Landscaping Plan and Detail Sheets
- xviii. Removal Sheets
- xix. Pavement Marking Sheets
- xx. Other miscellaneous plans and detail Sheets
- xxi. Cross Section Sheets

- Prepare opinion of probable construction cost on completed plans and specifications.
- Attend one (1) City Council work session to provide and update on the project.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.

10. Year 1 Construction – Construction Assistance

- Provide construction assistance during construction. Construction assistance activities could include:
 - i. Clarification of design intent and details
 - ii. Review of required shop drawings
 - iii. Attend the preconstruction meeting.

11. Iowa Clean Air Attainment Program (ICAAP) Grant Assistance

- Assist the City in preparing an ICAAP application.
- The items to be provided are narrative, map, cost breakdown, project schedule, certification, resolution, emissions calculations, and minority impact statement.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineer Services include:

1. Negotiation for easements or land acquisition
2. Permits
3. Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
4. Attendance at additional meetings (other than those listed above)
5. Geotechnical design and recommendations.
6. Lighting design and plans.
7. Structural design and plans.
8. Construction phase engineering services, included construction administration, staking, construction observation, preparation of record drawings and project close-out services

RESOLUTION NO. 26 -

A RESOLUTION MAKING AWARD OF CONTRACT TO
WHKS & CO. OF MASON CITY, IOWA FOR PROFES-
SIONAL SERVICES RELATED TO THE IA 122 WEST –
CORRIDOR IMPROVEMENT PROJECT IN THE CITY OF
MASON CITY, IOWA

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 the IA 122 West - Corridor Improvement Project in the City of Mason
City, Iowa, be and is hereby accepted as follows:

Contractor:	WHKS & Co.
of:	Mason City, Iowa
Amount of Proposal:	\$30,000
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 19th day of May, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

RESOLUTION NO. 26 -

A RESOLUTION APPROVING AMENDMENT NO. 1 TO
THE PROFESSIONAL SERVICES AGREEMENT WITH
WHKS & CO. OF MASON CITY, IOWA FOR PROFES-
SIONAL SERVICES RELATED TO THE IA 122 WEST –
CORRIDOR IMPROVEMENT PROJECT

WHEREAS, the City Council of the City of Mason City, Iowa did
adopt a Resolution on the 19th day of May, 2026, making award of contract to
WHKS & Co., for professional services related to the IA 122 West – Corridor Im-
provement Project, and

WHEREAS, Amendment No. 1 is necessary.

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

Section 1: That Amendment No. 1 in the amount of \$978,000 for said
project be and the same is hereby approved.

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 19th day of May, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



**HUMAN RESOURCES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Perry Buffington, Human Resources Director
Date: May 12, 2026
RE: Revised Personnel Policy Manual

Recommendation:

I recommend approval of the revised City of Mason City Personnel Manual.

Review:

The Personnel Policy Manual was last revised and reviewed by the City Council in 2024. Periodically we review our policies for necessary updates due to statutory changes, organizational changes, clarification of existing language, and updates to best practices. Attached is a revised Personnel Policy Manual recommended for approval by the City Council.

The most significant policy updates include:

- Policy 3.05 – “AFSCME Job Changes”: Formalizes additional pay practices that have been followed for pay changes when AFSCME employees change positions within the bargaining unit.
- Policy 4.06 – “Holidays”: Addresses holiday pay for Police Patrol Lieutenants who work a holiday, and the method for awarding floating holidays to newly hired employees..
- Policy 4.07 – “Vacation”: Accelerates the 3rd week of vacation from 6 years of service to 5 years of service.
- Policy 5.03 – “Family Sick Leave”: Increases allowance from 4 days to 6 days per year.
- Policy 5.07 – “Volunteer Leave Policy”: Expands the cap on number of volunteer hours that employees may request, from 4 to 8 hours annually.
- Policy 5.09 – “Parental Leave”: This is a new enhancement that provides for paid time off for employees following the birth or adoption of a child. A similar benefit was previously added to all three union agreements, and provides paid time off following birth or adoption of a child.
- Policy 6.15 – “Separation of Service”: Updated to provide greater clarity on the procedures following during a reduction in force.

In the attached Personnel Policy Manual, additions to the policies are shown as underlined and deletions are shown with strikethroughs. Upon approval by the City Council, the revised policies will be released to employees with an effective date of 5/19/26.

Budget Impact:

None.

Council Action Requested:

I respectfully recommend City Council approval of the revised City of Mason City Personnel Policy Manual.

Perry Buffington

Perry Buffington, Human Resources Director

A handwritten signature in dark ink, appearing to read "Perry Buffington", is written over a horizontal line.

Reviewed and Recommend Approval

RESOLUTION NO. 26 -

A RESOLUTION ADOPTING THE REVISED
PERSONNEL POLICY MANUAL FOR THE CITY
OF MASON CITY, IOWA

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

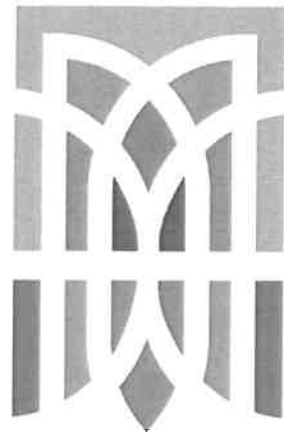
Section 1: That the revised Personnel Policy Manual (May 19,
2026) for City Employees be and the same is hereby approved and adopted.

PASSED AND APPROVED this 19nd day of May, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



The City of
Mason
City IOWA

PERSONNEL POLICY MANUAL

POLICIES AND REVISIONS
REVISED May 19, 2026

Welcome Letter

Dear Employees:

The most important resource to the City of Mason City is its employees!

The City has prepared this personnel policy manual to help you understand the city's policies and procedures. It also explains some of the benefits that you receive as an employee. For a more detailed explanation please refer to the various documents that will be made available to you.

From time to time the City will make changes in the policies and procedures set forth in this personnel policy manual. We reserve the right to do this. Please read this manual carefully. Should you have any questions concerning this manual, please direct them to your immediate supervisor or Human Resources. A copy of this manual is available electronically on the city website.



Aaron Burnett
City Administrator

City Mission Statement

"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.

City of Mason City, Iowa

Personnel Policies

Policy Number	Subject	Issue/Revision Date
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INTRODUCTION

	Welcome Letter	April 1, 2024
1.01	Introduction & Purpose	April 1, 2024
1.02	Definitions	May 19, 2026

RECRUITMENT, SELECTION AND APPOINTMENT

2.01	Equal Employment Opportunity/AA	May 19, 2026
2.02	Recruitment/Hiring/Promotion Process	May 19, 2026
2.03	Physical Examination and Drug Testing	July 1, 2020
2.04	Minimum Qualifications	April 1, 2024
2.05	Probationary Period	October 21, 2013

COMPENSATION

3.01	Hours of Work/Work Day	July 1, 2020
3.02	Overtime/Compensatory Time	May 19, 2026
3.03	Pay Periods & Paychecks	April 1, 2024
3.04	Non-bargaining Compensation Plan	July 1, 2020
3.05	AFSCME Job Changes	May 19, 2026

EMPLOYEE BENEFITS

4.01	Health Insurance	May 19, 2026
4.02	Life Insurance	July 1, 2020
4.03	Dental Insurance	May 19, 2026
4.04	Retirement Plans	October 21, 2013
4.05	Deferred Compensation	October 7, 2008
4.06	Holidays	May 19, 2026
4.07	Vacation	May 19, 2026
4.08	Employee Assistance Program	July 1, 2020
4.09	Retiree Health Insurance	April 1, 2024

LEAVE POLICIES

5.01	FMLA	May 19, 2026
5.02	Employee Sick Leave	July 1, 2020
5.03	Family Sick Leave	May 19, 2026
5.04	Funeral Leave	May 19, 2026
5.05	Military Leave	October 21, 2013
5.06	Jury Leave/Court Leave	June 1, 2017

5.07	Volunteer Leave Policy	May 19, 2026
5.08	Leave of Absence Without Pay	July 1, 2020
5.09	Parental Leave	May 19, 2026

GENERAL POLICIES

6.01	Code of Ethics	April 1, 2024
6.02	Whistleblower Protection	April 1, 2024
6.03	Conflicts of Interest/Gifts and Gratuities	April 1, 2024
6.04	Campaign Activities/Voting Leave	April 1, 2024
6.05	Use of Credentials & Uniforms	April 1, 2024
6.06	Gambling/Solicitation	April 1, 2024
6.07	Outside Employment	October 7, 2008
6.08	Confidentiality	October 21, 2013
6.09	Use of Public Funds and Resources	June 1, 2022
6.10	Electronic Mail/Phone Use	April 1, 2024
6.11	Personnel Records	May 19, 2026
6.12	Performance Reviews/Training	April 1, 2024
6.13	Appearance/Dress Code/Clothing Allowance	April 1, 2024
6.14	Attendance	June 1, 2017
6.15	Separation of Service	May 19, 2026
6.16	Harassment	October 7, 2008
6.17	Violence-free Workplace	October 7, 2008
6.18	Disciplinary Policy	May 19, 2026
6.19	Grievance Procedure	October 21, 2013
6.20	American with Disabilities Act	October 21, 2013
6.21	Pregnant Workers Rights/Lactation Policy	April 1, 2024
6.22	Reimbursable Expenses/Travel Policy	April 1, 2024
6.23	Social Media Policy (Personal/Professional)	June 1, 2017

HEALTH AND SAFETY

7.01	General Safety Policy	October 7, 2008
7.02	On-the-Job Injuries	October 7, 2008
7.03	Workers Compensation	May 19, 2026
7.04	City Vehicle Policy	October 21, 2013
7.05	Drivers License/CDL	April 1, 2024
7.06	Drug-free Workplace	October 7, 2008
7.07	Substance Abuse Program – Drug & Alcohol	June 1, 2017
7.08	Smoke-free Workplace	October 7, 2008
7.09	Inclement Weather	October 7, 2008

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 1.01

Subject: Introduction & Purpose

Effective Date: October 7, 2008 **Amended Date:** April 1, 2024

INTRODUCTION

Purpose

The contents of this personnel manual are presented as a matter of information only. It is not a contract, express or implied. While the City of Mason City believes wholeheartedly in the plans, policies and procedures described here, they are not conditions of employment. The City reserves the right to delete from, add to and/or revise this personnel manual at any time without notice to the employee. Although the hope that your employment relationship with us will be long-term, your employment is at will, meaning either you or the City of Mason City may terminate this relationship at any time, for any reason, with or without notice, subject to the provisions of the Iowa Code, Chapter 372.5 and Iowa Code, Chapter 400.

Who is covered by this Manual?

This manual shall be the official policy of the City of Mason City and applies to all employees, including regular, temporary, seasonal, full and part-time, and all employees of boards and commissions, except as described below.

A policy or practice may be the same or slightly different for employees who are working under contract terms, or employees working under a collective bargaining agreement.

Whenever the policies, terms, conditions, or language of this handbook are in conflict with those of a collective bargaining agreement or any other employment contract, the policies, terms, conditions, and language of the collective bargaining agreement or employment contract will supersede those of the handbook unless governed by Civil Service rules.

The authority to approve personnel policies is vested with the City Council. It is the responsibility of the City Administrator to recommend changes to the Mayor and City Council for approval. The City Council reserves the right to modify or abolish these policies, services, and benefits unless governed by the State or Federal laws, and reserves the right to adopt new policies, services, and benefits. The City Civil Service Commission likewise has the authority to modify Civil Service policies, rules, and regulations. This manual and its supplements shall remain in force unless amended by the City Council.

It is recognized that the Library Board and Airport Commission has been granted special statutory powers. The Human Resources Department shall review with the Governing Bodies and their Director's the benefits, policies and procedures outlined in this manual. It will be the responsibility of the Governing Bodies to ensure that any benefits, policies or procedures not contained herein that are adopted by the Governing Bodies are in compliance with federal and state law. Any policy change or addition by the Governing Bodies shall be forwarded in writing to the Human Resources Department. In the absence of the establishment of alternative and equivalent Personnel Policies for their employees, this Manual shall apply to employees of the Library and Airport.

The City Administrator is responsible for the day-to-day administration of the personnel program and has the overall authority and responsibility to administer the City personnel policy.

A copy of this manual shall be made available on the city website to all employees. Employees may request a paper copy of the manual by contacting the Human Resources department. All employees are required to sign a form acknowledging they have reviewed the manual, understand its contents, and agree to abide by it.

All other previously issued rules and procedures governing City personnel policies are hereby rescinded and superseded by this edition of the Personnel Policy Manual. Nothing in this section will prohibit the City from establishing standard operating procedures or protocol for the day-to-day operation of individual departments, provided the procedures are compatible with this Manual.

Employees or supervisors should consult with Human Resources for guidance on interpretation of personnel policies or suggesting improvements to the policies. Revisions to the policies outlined in this manual must be approved by resolution of the City Council. The City Administrator must approve any procedural changes in the manual. The City Administrator will determine what is policy requiring City Council review, and what is an administrative procedural matter.

Civil Service

The Iowa Code identifies certain positions as Civil Service positions. The provisions of Section 400.6 govern these positions. By definition of Section 400.6 of the Iowa Code, the following are not Civil Service positions:

- The Mayor, City Council, persons appointed to fill vacancies, elective offices, members of Boards and Commissions, and clerk to the Civil Service Commission.
- The City Clerk, Deputy City Clerk, City Attorney, City Finance Director, City Engineer and City Assessor.
- The City Administrator and Deputy City Administrators.

- The Chief of Police and Fire Chief (Sections 400.13 and 400.14 of the Iowa Code do apply to both positions).
- The Head and principal assistant of each department and the head of each division. This exclusion does not apply to the principal assistants in the Fire and Police Departments.
- Assistant to the City Administrator and the principal Administrative Assistant to each Department Head.
- Employees of boards of trustees or commissions established pursuant to state law or City ordinances.
- Employees whose positions are funded by state or federal grants or other temporary revenues.
- All part-time or temporary/seasonal employees.

Seniority rights of employees shall be those set out in Chapter 400.12 of the Iowa Code.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 1.02

Subject: Definitions

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

Anniversary Date- Shall be the date of initial employment or the date of promotion, transfer, or demotion to another position within the City. For vacation purposes, the anniversary date shall be the date of initial regular employment. No credit shall be given for service as a temporary employee when determining an employee's anniversary date for determining leave.

Appointment- The offer and acceptance of a position either on a regular or temporary basis. An appointment may be withdrawn at any time with or without cause during the probationary period.

Benefits- Employee programs other than wages, such as, but not limited to: medical insurance, life insurance, holiday pay, vacation, sick/injury leave, retirement, and paid or unpaid time off work.

City- The City of Mason City, Iowa.

Compensation- The salary, wage, allowances and other forms of consideration earned by or paid to an employee for working in a position. wages and benefits earned by or paid to an employee.

Compensatory Time Off- Time off with pay to compensate non-exempt employees for overtime worked.

Critical Positions/Essential Positions- Positions that are required to comply with a residency requirement to live within the City limits or within a certain distance from the City limits. Such requirements will be identified in the job description for the position.

Demotion- The assignment of an employee to a position with a lower maximum pay range than the former position. A reclassification is not considered a demotion.

Department- City Administrator, City Clerk, Development Services, Engineering, Finance, Fire, Human Resources, Operations and Maintenance, Park, Parks & Recreation, Police, Public Works, ~~Recreation~~, Airport, Cemetery, Library, Museum, Youth Task Force.

Discharge- An employer-initiated termination of employment.

Disciplinary Action- A warning, reprimand, suspension, demotion, transfer or termination intended to cause a change in future behavior and/or performance as a result of poor performance or personal misconduct.

Employee- A person who is employed by the city and is compensated by salary or hourly wages. Not included are volunteers, elected officials, appointed members of boards, contractors, and employees of contractors.

Exempt Employee- Employees assigned to a position not subject to the provisions of the Fair Labor Standards Act. Management and professional classifications are considered exempt.

Fair Labor Standards Act (FLSA)- A federal law that guarantees a worker's right to be paid fairly. The FLSA defines the 40-hour workweek, sets out the federal minimum wage, and states requirements for overtime and places restrictions on child labor.

FMLA- Family Medical Leave Act of 1993 or as amended thereto.

Full-time Employee- An employee working at least forty (40) hours per week on a regularly scheduled basis.

Governing Body- City Council and Boards of Trustees or Commissions.

Grievance- A formal written complaint filed by an employee concerning a dispute between the employer and employee with regard to interpretation, application, or violation of any of the express terms and provisions of this manual.

Job Description- A group of specific duties, tasks, and responsibilities grouped and assigned to a position or job classification to be performed by an employee.

Layoff/Reduction in Force- The separation of an employee from the City because of a reduction in workload or funding.

Leave- An approved absence from work as provided by these rules and policies.

Non-bargaining Employee- All employees not covered under a union labor agreement.

Non-Exempt Employee- An employee whose position is not identified as exempt under the Fair Labor Standards Act. Non-Exempt employees shall be paid not less than one and one-half (1½) times such employee's rate of pay for each hour worked in excess of forty (40) hours in a workweek.

Overtime-Authorized time worked by an employee in excess of forty (40) hours per week or as allowed under the City's compensation plan.

Regular Part-time Employee- An employee who is regularly scheduled to work year-round, but works less than forty (40) hours per week. Regular part-time employees are generally not eligible to participate in the city's benefit programs.

Position-A group of specific duties, tasks, and responsibilities assigned by competent authority to be performed by an employee; a position may be part-time or full-time, temporary or permanent, occupied or vacant.

Promotion- The assignment of an employee to a position with a higher pay range than the former position. Reclassifications are not considered a promotion.

Regular Full-time Employee- An employee who normally works a minimum of 40 hours per week. Regular full-time employees are eligible for participation in the city's benefit programs.

Seasonal Employee – An employee hired for a short-term period of employment, and prohibited from working more than 1,520 hours per twelve (12) month period. As a standard practice, seasonal employees should generally not be scheduled to work over 28 hours per week unless otherwise approved by the City Administrator and Human Resources Director.

Seniority – Unless otherwise provided under Iowa Code 400, seniority for purposes of employment decisions and vacation eligibility is the employee's length of continuous service since the latest date of permanent full-time City employment. If more than one (1) person started work on the same day, a toss of a coin will select the seniority unless expressed differently in union contracts. Employees who successfully serve a probationary period and are retained in regular employment will have seniority dating back to the beginning of their probationary period. All former employees are considered new hires and have no accumulated rights or benefits from previous employment. A former employee is one who has broken continuous service with the City by voluntary resignation, discharge, termination, or retirement.

Temporary Employee- An employee hired for a stated term of employment as determined by specific job assignments. Temporary employees are hired for a short period of time on a short term or emergency basis, not to exceed a twelve (12) month period. At such time that it is determined that the assignment will need to exceed a twelve (12) month period, it shall be posted as a regular vacancy. Temporary employees are not entitled to the benefits received by regular City employees, with the exception of health insurance benefits for temporary employees who are anticipated to be paid 1,560 hours or more in a twelve (12) month period. Temporary employees can be discharged from employment at any time without progressive discipline or cause.

Termination- The separation of an employee from the service of the city, including voluntary resignation, resignation in lieu of discharge, discharge, retirement, death or layoff. The termination date will be the last date physically worked by the employee unless otherwise provided by policy.

Transfer- The movement of an employee from one position to another that has the same pay range and level of responsibility.

Unmarried Domestic Partner- an employee's life partner of the opposite or same sex, provided: the partner is not in the armed forces of any country; and the partner is at least eighteen (18) years of age; and neither the partner nor the employee is married; and neither the partner nor the employee has had another Domestic Partner in the six (6) month period preceding the partnership; and the partner is not a blood relative of the employee; and the partner and the employee have shared the same residence for at least six (6) consecutive months and continue to do so; and the partner and the employee are each other's sole life partner and intend to remain so indefinitely.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 2.01

Subject: Equal Employment Opportunity/AA

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

The City of Mason City is an equal opportunity employer and is committed to fair and equal treatment of all employees or applicant for employment without regard to age, race, creed, color, sex, sexual orientation, ~~gender identity~~, national origin, religion, disability, or pregnancy that does not interfere with job performance with reasonable accommodation.

State or federal law shall take precedent over this policy manual in the event that a conflict between municipal and state or federal law occurs. Ordinances of the City shall supersede this policy manual in the event that a conflict occurs. Nothing in these policies and procedures shall be construed to interfere with or supersede Civil Service rules. The City refrains from using policies that discriminate in such matters as employment, promotion, demotion, transfer, compensation, benefits, training, and education.

Any applicant presenting a false statement of material facts, attempting deception or fraud in their application, shall be rejected for the position for which the applicant is applying.

The City will comply with all federal and state regulations regarding affirmative action.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 2.02

Subject: Recruitment/Hiring/Promotion Process

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

RECRUITMENT/HIRING/PROMOTION PROCESS

A. General Provisions

The City's recruitment and hiring policy is to recruit and employ qualified applicants. Recruitment activities are designed to reach and attract job candidates from all sources. The City will comply with the applicable provisions of all Veteran's Preference statutes.

Advertisements for positions may be published in written or online media as deemed appropriate by the Human Resources Department and the individual Department Head.

All regular full or part-time vacancies will be posted online and on the City Hall bulletin board as provided for in this policy. Existing employees who have completed their probationary period and interested candidates possessing the minimum qualifications required for the vacant position and wishing to apply for the vacancy shall submit an online employment application with the Human Resources Department. Employment applications will be reviewed in accordance with the selection procedures applying to the vacant position. The City will consider qualified applicants both internally and externally in accordance with the requirements of the job posting, the provisions of the Civil Service regulations and the applicable collective bargaining agreement. Current City employees participating in selection examinations and the interview process for City positions during their scheduled work shift will be allowed to participate without a loss of pay. Off-duty employees will not be compensated.

Employees shall be ineligible for bidding vacancies until they have worked for twelve (12) months in their current position. This 12-month ineligibility does not apply to promotions with a higher wage rate. Exceptions can also be made for valid personal reasons with the approval of the Department Head and City Administrator/Governing Board.

Under the selection process, the appropriate Department Head, Human Resources representative and interview team (if applicable) shall provide input to the Hiring Manager to help determine who is the preferred candidate from those interviewed for a position. The measurement criteria for job-related performance testing shall relate to those matters that will fairly test the capacity and fitness of the applicant to perform the duties of the position. Employment selection decisions by the Hiring Manager shall be

based on education, experience, competency, training, oral interviews, job-related performance tests, background checks, and other relevant job-related criteria. All employment decisions will conform to the City's Equal Employment Opportunity policy.

B. Civil Service Positions

Job vacancies in Civil Service positions, whether entry level, transfer, promotion or demotion, shall be filled from the lists of eligible candidates, certified by the Civil Service Commission, in accordance with Chapter 400 of the Iowa Code. If there is no certified list for the job class, the Civil Service Commission will authorize the creation of a new internal and/or external Civil Service list. An internal Civil Service certified list shall have precedence over an external certified list of eligible candidates for that job class.

An examination announcement for the creation of a new internal or external list will be posted for ten (10) working days. At the time of the creation of a new internal Civil Service list, all employees who have completed their probationary period and have Civil Service rights can apply to participate in any required Civil Service examination for the job class by submitting the required documentation to the Human Resources Department. This can be a voluntarily demotion, lateral transfer, or promotion into a Civil Service position. Candidates who meet the minimum qualifications may be required to satisfactorily complete a Civil Service examination for Civil Service positions. Any Non-Civil Service employee who believes they meet the minimum qualifications of the classification and wishes to be considered for the vacancy, shall submit the required documentation to Human Resources to participate in external Civil Service examinations that are open to the general public.

1. Internal Entry-level list or internal Heavy Equipment Operator list vacancies

Vacancies for positions identified on the consolidated entry level Civil Service list or internal Heavy Equipment Operator Civil Service list will be posted internally for ten (10) working days. The positions included on the consolidated entry-level Civil Service list are Street Maint., Parks Maint., Water Utility Worker, Public Works Swing Worker, ~~Refuse Collector~~, Lead Collector, ~~Golf Asst. Greenskeeper/Maint. Worker~~, Water Distribution Worker, Water Utility Swing Worker, and Meter Utility Person. Any City employee currently eligible under the consolidated entry-level Civil Service list or for the internal Heavy Equipment Operator Civil Service lists may submit a job bid for the vacancy during the posting period. Selection for filling such internal vacancies will be based upon the employee's seniority. Seniority is defined under Personnel Policy 2.10-Seniority.

2. All other Civil Service vacancies

All remaining Civil Service vacancies, internal or external, will be filled from certified Civil Service lists using the selection process identified in Section A of this policy.

C. Non-Civil Service Positions

Job vacancies in regular full or part-time non-Civil Service positions will be posted for at least ten (10) working days. Such postings may be posted initially only internally, or run concurrently with an external posting at the discretion of the Human Resources Manager and Department Head. Existing Civil Service and non-Civil Service employees and interested candidates possessing the minimum qualifications required for the vacant position may submit an application with the Human Resources Department. Employee applications will be reviewed in accordance with the selection procedures applying to all applicants. The City will consider qualified applicants both internally and externally in accordance with the job posting

Civil Service rights shall not be retained when a Civil Service employee accepts a non-Civil Service position.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 2.03

Subject: Physical Examination and Drug Screening

Effective Date: October 7, 2008 **Amended Date:** July 1, 2020

PHYSICAL EXAMINATION AND DRUG SCREENING

Candidates for regular full-time positions within the Operations and Maintenance Department, Park Department, and Water Supply division (except for the Administrative Assistant) must pass a medical examination and drug screen (if applicable) following a conditional offer of employment.

All candidates for positions within the Museum are required to pass a drug screen following a conditional offer of employment.

All candidates applying for other positions requiring a Commercial Driver's License are required to pass a drug screen following a conditional offer of employment.

Fire and Police sworn personnel must pass the Municipal Fire and Police Retirement System of Iowa (MFPRSI) medical protocol and drug screening after a conditional offer of employment has been accepted. A physician designated by the City of Mason City conducts physical examinations.

Candidates for the position of Police Officer shall also be required to pass a Polygraph Exam and an MMPI after a conditional offer to hire is accepted.

Other candidates for employment may be required to pass a drug screen before hiring is finalized in compliance with our drug testing policy (See the City of Mason City Safety Manual, Drug and Alcohol policy).

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 2.04

Subject: Minimum Qualifications

Effective Date: October 7, 2008 **Amended Date:** April 1, 2024

MINIMUM QUALIFICATIONS

Employees are expected to meet all minimum qualification requirements to be hired as an employee of the City. Once hired, employees are expected to maintain all necessary minimum qualification standards which are part of their classification requirements. Should an employee fail to meet the minimum qualifications of the classification, the employer may, at their sole discretion, reassign the employee to another classification, or the employee may be terminated from employment. The supervisor, with the assistance of the Human Resources Department, shall be responsible for evaluating the qualifications of all applicants, giving consideration to previous experience, training, performance, and ability to meet the qualifications of the position.

Citizenship

United States citizenship is not an absolute requisite for City employment. However, all employees must show proof of eligibility for employment in compliance with federal law. Applicants for sworn positions within the Police Department are required to be U.S Citizens unless a waiver is granted by the State of Iowa. Applicants for Police and Fire may be required to pass security clearances as the need arises.

Residency Requirements- All regular full-time Civil Service employees are required to become residents of the State of Iowa in compliance with state law. Employees hired after March 18, 1992 are required to comply with any additional residency requirements within the job description of their position, which may require residing within the City limits or a specified distance from the City limits.

Nepotism

Administrative Policy 1.21 entitled Nepotism regulates the hiring and employment of employees in a family relationship, and all employees are required to comply with the policy. To reduce the possibility of divided loyalty and the appearance of favoritism, relatives are discouraged from being hired within the same department. Likewise, no employee should be promoted or transferred into a department if it will result in a family member having supervisory authority within another family member within the department. If a family relationship is created by an adoption, a marriage, or establishment of an unmarried domestic partner relationship of two employees in the same department, the employees must comply with the requirement under Administrative Policy 1.21 entitled Nepotism.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 2.05

Subject: Probationary Period

Effective Date: October 7, 2008 **Amended Date:** October 21, 2013

PROBATIONARY PERIOD

The probationary period shall be regarded as an integral part of the evaluation process and shall be utilized for observing the employee's work and for securing the most effective adjustment of the employee to their position. During the probationary period, the employee has an opportunity to demonstrate proper attitude and abilities for the position in which they are employed. If during the probationary period it is determined that the employee is not fulfilling the requirements of the position, the employee will be discharged.

With the exception of temporary employees, all other employees shall be required to serve a probationary period of a minimum of six (6) consecutive months immediately upon appointment or rehire, promotion, transfer, or demotion. This period may be extended if deemed necessary by the Department Head. Police Officers serve a probationary period of nine (9) months following the later of either appointment to the position or successful completion of training at the Iowa law enforcement academy. Firefighters serve a probationary period of one (1) year.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 3.01

Subject: Hours of Work/Work Day

Effective Date: October 7, 2008 **Amended Date:** July 1, 2020

HOURS OF WORK/WORK DAY

Normal business hours for City Hall offices are 8:00 am-4:30 pm Monday through Friday. Hours of work for other departments such as Police, Fire, Museum, Library, and Airport may vary. The Department Head will individually inform employees of their hours of work. Any changes in working hours will be announced as much in advance as practical. The City retains the right to alter work schedules as required. These policies shall not be considered as a guarantee of hours to be worked or paid for. The City may require mandatory overtime at its sole discretion.

Employees are expected to be at their work place in accordance with approved hours of work, holidays, and leaves. All employees must record their time, indicating regular hours worked and hours absent on each time record.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 3.02

Subject: Work Breaks

Effective Date: October 7, 2008 **Amended Date:** July 1, 2020

WORK BREAKS

Lunch Break- Each full-time employee, or any employee working more than five (5) consecutive hours, shall be allowed an unpaid lunch period, which shall generally be scheduled in the middle of the work shift. The Department Head, who shall give appropriate consideration to department needs and regulations, shall schedule lunch periods. Lunch is thirty (30) minutes per day, with the exception of the Museum where it is sixty (60) minutes per day. An employee's supervisor will advise each employee of his or her assigned time, as the City must maintain adequate work coverage. Lunch hours cannot be accumulated or used to accrue compensatory time off. Hourly paid non-exempt employees are required to punch out during unpaid lunch periods on a daily basis unless excused under the Finance Department Timekeeping Policy Guide.

Breaks- Full-time employees are provided twenty (20) minute break periods for each four (4) consecutive hours worked as a relief from work routine and as an opportunity for rest and refreshment. Breaks occur near the middle of half the shift and are paid. Breaks may not be used to extend meal periods, leave work early, or start work late, unless prior approval is made by the Department Head. Breaks cannot be accumulated or carried over to a different workday, or used to accrue compensatory time off. If not used, it will be lost. In the event an employee is required to work through his or her break, the time will accrue to the next break period, but shall not carry over to the next workday. Employees of the Museum often work an independent professional schedule, and are advised to take breaks for relief and refreshment as needed throughout the workday.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 3.02

Subject: Overtime/Compensatory Time

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

OVERTIME/COMPENSATORY TIME

The overtime compensation policy for the City of Mason City is to provide paid time off in lieu of overtime cash payments to eligible employees who worked overtime hours in excess of forty (40) hours per week or as otherwise provided. All overtime should be approved by the Department Head unless it is an emergency situation. All overtime must be rounded to the nearest quarter ($\frac{1}{4}$) hour (example: 5:07 pm would be rounded to 5:00 pm, and 5:08 pm would be rounded to 5:15 pm).

It is the intent of this policy to comply with the Fair Labor Standards Act (FLSA) to the extent that the act is applicable to the City of Mason City. For AFSCME employees and sworn Police and Fire Department personnel, please refer to the Collective Bargaining agreement.

Overtime compensation will be paid to all non-exempt employees in accordance with the FLSA. If any of the provisions of this policy conflict with federal statutes, the Code of Iowa, or current City collective bargaining agreements, the provisions of those laws and agreements will prevail.

For the purpose of this policy, certain terms and words are hereby defined as follows:

- "Compensation" means any amount of payment earned for hours worked by hour, by day, or by week.
- "Compensatory time" means any amount of earned and accrued hours worked in excess of a normal workweek that is paid time off the job, in lieu of overtime cash payment.
- "Exempt personnel" means all elected and appointed City officials, executives, administrators, and professional employees, and any other positions qualifying as an exempt position under the FLSA guidelines.
- "Non-exempt personnel" means all City employees not exempted by the FLSA.
- "Overtime" means all hours covered by the FLSA as time worked in excess of forty (40) hours per week. Paid leaves of absence such as vacations, holidays, sick leave, personal days, and others will not be considered hours worked for purposes of performing overtime calculations.

- “Overtime Compensation” means any amount of cash payment or compensatory time given employees for hours worked in excess of forty hours per week. This definition shall not apply to employees who are consistently scheduled to work irregular hours outside the regular five (5) day, forty (40) hour workweek. A non-exempt employees shall be paid overtime hours worked at a rate of one and on-half times (1½) the employee’s regular hourly rate of compensation.

Compensatory Time

- Non-exempt employees may elect compensatory time, in lieu of cash payment. The rate of compensation shall be at the same rate as cash payment. The employee shall request approval of compensatory time off in advance. The appropriate Department Head/supervisor shall approve said request in order to maintain a viable work schedule. Non-exempt employees are permitted to accumulate up to sixty (60) hours of compensatory time. If the maximum limit of compensatory time has been accumulated, cash payment will be made for all hours in excess of the maximum limit of accrued compensatory time
- Employees covered under the Fire, Teamsters and AFSCME labor agreements must comply with the compensatory time limits under their labor agreements.

When the employee has established a compensatory time bank, the usage of the time is at the employee's discretion in accordance with 29 C.F.R. Section 553.25 of the FLSA. Cash payments for overtime worked shall be paid in the same period in which the overtime is earned and shall not be averaged or “pyramided”. Any employee called back shall receive a minimum of two (2) hours overtime payment beginning from the time they report to work if the hour does not run concurrently with the regular hours. This callback provision does not apply to previously scheduled after hours meetings.

Employees who are required to work on scheduled after hours meetings, scheduled days off, on holidays, or in emergency situations, shall receive time and one half in pay or in compensatory time for all hours worked. The appropriate Department Head or supervisor shall determine emergency situations.

Time Sheets/Recordkeeping

Overtime/FLSA records compliance requires the following:

- All employees must sign and submit an accurate written or electronic timesheet to their appropriate Department Head in a timely manner as required by the Administrative Policy 3.26 - Timekeeping Policy Finance Department each pay period.
- Department Heads and supervisors must approve all regular and overtime hours for non-exempt employees on the appropriate electronic or paper timesheet and submit to the payroll group clerk in the Finance Dept. on a bi-weekly basis.

- All employees are required to comply with the directives contained within the most current version of the ~~Finance Department's~~ Timekeeping Policy Guide. Failure to follow those directives could result in disciplinary action and/or delay of payment.

Earned overtime hours for non-exempt employees shall be processed through the City payroll system and shall be paid to the employee through their regular paycheck on a bi-weekly basis. If compensatory time off is chosen by the employee, it too shall be reported and entered into the City payroll system and shall have all compensatory time taken recorded in the same manner. Compensatory time off shall not be granted until such hours have been recorded in the payroll system and in addition, shall not utilize compensatory time in excess of those recorded as accumulated, and shall not be permitted to maintain a negative compensatory time bank.

The Human Resources Manager shall be responsible for administering the City's overtime policy, monitoring compliance with FLSA, and maintaining a current listing of the FLSA exemption status of all City job classifications

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 3.03

Subject: Pay Periods & Paychecks

Effective Date: October 7, 2008 **Amended Date:** April 1, 2024

PAY PERIODS & PAYCHECKS

Payday is every other Friday (bi-weekly) totaling twenty-six (26) pay periods per year. Pay periods begin on Monday and end on Sunday prior to the Friday payday.

Direct Deposit

Effective 7/1/19 all new regular full-time and part-time employees are required to participate in direct deposit. Current employees already electing direct deposit will be required to continue to participate in direct deposit in the future. All other employees, while encouraged to participate in direct deposit, will have the option to not participate in direct deposit. Direct deposit paychecks must be electronically deposited into one (1) account designated by the employee. Electronically deposited paychecks are deposited on Friday morning for the prior two (2) week period. The Finance Department's designee distributes non-electronically deposited paychecks to employees on Friday for the prior two (2) week period. If the payday falls on a holiday, paychecks will be electronically deposited or manually distributed on the last day of work before the regularly scheduled payday.

The City will deposit an employee's check directly into any checking or savings account, as long as that financial institution is a member of the National Automated Clearing House Association. Contact the Human Resources Department for information.

Credit Union

CENT Credit Union serves a wide variety of employees throughout North Iowa, including city, county, some state and federal employees, health related employees, and employees from some additional businesses within the private sector. It is owned by, governed by, and exists for its members. The objectives are to provide economical and quality financial services to meet member's needs. Payroll deduction is available to all regular employees.

Wage Garnishments

The City expects all employees to meet their financial obligations. Wage garnishments against an employee's salary cause extra work, time, and expense for the City. The City encourages employees to prevent wage garnishments.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 3.04

Subject: Non-Bargaining Compensation Plan

Effective Date: October 7, 2008 **Amended Date:** July 1, 2020

NON-BARGAINING COMPENSATION PLAN

The City of Mason City Compensation Plan covers all non-bargaining employees. This compensation plan is divided into two (2) categories. One is a salaried exempt employee and the other is a non-exempt hourly wage employee. Salaried exempt employees receive an annual salary regardless of additional hours that may be necessary to perform their duties. Non-exempt employees receive an hourly wage and receive overtime pay for hours worked beyond the normal work week. Salary schedules for union employees are reflected in the respective union contract.

The City job classification plan for non-bargaining employees shall consist of classifications, positions, and position titles as approved and adopted by the City Council and the governing body. The plan shall be administered by the City Administrator with the assistance of the Human Resources Director to ensure that the class specifications are accurate and current.

An employee's classification, working hours, and benefits depend on the job requirements of the position and whether the position is a regular, temporary, seasonal, full or part-time, or an exempt or non-exempt employee. If an employee is promoted, transferred, or demoted, that employee's classification, working hours, and benefits may change.

Each classification shall be assigned to the appropriate salary range. Newly appointed employees will normally be hired at the minimum entry pay level approved annually for each position. Initial appointments may be made above the minimum pay level based upon the individual's qualifications and experience as recommended by the Department Head and approval by the City Administrator and City Council or governing body. Adjustments to the non-bargaining classification plan is subject to recommendation by the City Administrator and approval by the City Council.

Employees may generally receive pay changes in two ways. A Cost of Living Adjustment (COLA) to the overall salary ranges may be granted on a fiscal year basis, based on consideration of City Council and each governing body. In addition, annual step level increases for employees who have not reached the maximum pay level of their salary range are incorporated in the salary ranges and provide increases on July 1st of each year for employees hired appointed to the position prior to 7/1/20, or on the anniversary date of

assignment to the position for employees appointed after 7/1/20, all subject to satisfactory job performance.

Accelerated step increases may be approved by the City Administrator or governing body. Accelerated step increases do not change the schedule for future step increases.

If an employee's duties are expanded temporarily, the City Administrator and governing body may grant an increase in pay to the employee during the time the employee is responsible for the additional duties.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 3.05

Subject: AFSCME Job Changes

Effective Date: April 1, 2024

Amended Date: May 19, 2026

AFSCME JOB CHANGES

Employees covered under the AFSCME labor agreement have an established wage schedule for each position. New hires will be placed at the starting pay step for the wage schedule for their position, unless otherwise permitted within the labor agreement for specified positions.

When an employee accepts a promotion to an AFSCME-covered position with a higher paying wage schedule, the employee will be placed in the new wage schedule at the lowest pay step that provides for a compensation increase.

When an employee accepts an AFSCME lateral job transfer under the same wage schedule their pay will remain unchanged.

When an employee accepts a job transfer to a lower paid AFSCME covered position they will move to the highest pay step that is lower or equal to the rate of pay in their prior position.

If additional higher pay steps are available in a wage schedule following the job change, the employee will advance in pay steps in accordance with the schedule durations outlined in the wage schedule until the maximum pay step is reached.

At the time of a job transfer into a AFSCME-covered position, the Department Head may accelerate a pay step after evaluation of the employee's relevant prior job experience in the position.

Temporary transfers into a different AFSCME-covered position will be treated in the same manner as outlined above.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 4.01

Subject: Health Insurance

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

HEALTH INSURANCE

Currently the City provides health insurance coverage for all regular full-time employees and their dependents.

The City will provide health insurance coverage for all regular employees scheduled to work thirty (30) hours or more per week, or any regular or temporary employee who has worked at least 1,560 hours during a twelve (12) month period, and their eligible dependents.

The premium cost, employee contribution, and coverage will be determined on an annual basis by the City Administrator and subject to approval by the City Council. Eligibility is effective the first day of the month following thirty (30) calendar days of full-time employment.

Eligible employees may request coverage or changes in coverage when initially eligible, during the designated annual enrollment period, or during qualifying life event changes. Contact Human Resources for more details.

Seasonal employees are not eligible for benefits under this section.

It is the responsibility of the employee to notify their supervisor and/or Human Resources within 10 days of any changes to address, phone number, marital status, dependents or beneficiary designation.

In the event of termination of a covered employee, COBRA law provides that health insurance may be continued at the option of the terminated employee or the employee's dependent at the applicable cost specified by COBRA law. Information will be sent to all terminated employees who were covered under health and benefit plans of the City informing them of their rights to COBRA and the enrollment procedure.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 4.02

Subject: Life Insurance

Effective Date: October 7, 2008 **Amended Date:** July 1, 2020

LIFE INSURANCE

The City will provide all full-time regular employees with Basic term life insurance of \$10,000 coverage for employees and \$2,000 on each eligible dependent. Initial eligibility is effective on the date of employment. City will pay 100% of the cost of Basic life insurance coverage.

Employees may purchase additional supplemental term life insurance for themselves in increments of \$10,000 up to a maximum limit established by the insurance company, at employee-paid age-rated group rates.

Eligible employees may request supplemental term life insurance coverage or changes in coverage when initially eligible, during the designated annual enrollment period, or during qualifying life event changes. Approval of supplemental life coverage amounts may require approval by the insurance underwriter. Contact Human Resources for more details.

It is the responsibility of the employee to notify their supervisor and/or Human Resources within 10 days of any changes to address, phone number, marital status, dependents or beneficiary designation.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 4.03

Subject: Dental Insurance

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

DENTAL INSURANCE

Regular full-time employees may purchase single or family dental coverage at a cost to be determined on an annual basis by the City Administrator and subject to approval by the City Council. Eligibility is effective the first day of the month following thirty (30) calendar days of full-time employment.

Eligible employees may request coverage or changes in coverage when initially eligible, during the designated annual enrollment period, or during qualifying life event changes. Contact Human Resources for more details.

It is the responsibility of the employee to notify their supervisor and/or Human Resources within 10 days of any changes to address, phone number, marital status, dependents or beneficiary designation.

In the event of termination of a covered employee, COBRA law provides that dental insurance may be continued at the option of the terminated employee or the employee's dependent at the applicable cost specified by COBRA law. Information will be sent to all terminated employees who were covered under health and benefit plans of the City informing them of their rights to COBRA and the enrollment procedure.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 4.04

Subject: Retirement Plans

Effective Date: October 7, 2008 **Amended Date:** October 21, 2013

RETIREMENT PLANS

The retirement program for all regular full-time, part-time, and certain seasonal/temporary employees (except full-time police officers and fire fighters) is the Iowa Public Employee Retirement System (IPERS). For full-time police officers and fire fighters, the retirement system is the Municipal Fire and Police Retirement System of Iowa (MFPRSI). Information about both systems is available from the Human Resources Department.

It is the responsibility of the employee to notify their supervisor and/or Human Resources within 10 days of any changes to address, phone number, marital status, dependents or beneficiary designation.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 4.05

Subject: Deferred Compensation

Effective Date: October 7, 2008 **Amended Date:**

DEFERRED COMPENSATION

Employees may elect to defer a portion of salary under Section 457 of the Internal Revenue Code. The City does not oversee or select any one provider to administer the employees 457 deferral, but does maintain a list of vendors who are currently providing 457 plans for employees. Contact the Human Resources Department for more information.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 4.06 **Subject:** Holidays

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

HOLIDAYS

Regular full-time employees shall be allowed the appropriate number of holidays recognized by the governing body. The City recognizes the following holidays for all employees with the exception of the Library, Museum and Airport:

New Year's Day	Independence Day	Day after Thanksgiving
President's Day	Labor Day	Christmas
Good Friday	Veterans Day	~~Personal Day~~ <u>Floating</u>
		<u>Holiday</u>
Memorial Day	Thanksgiving Day	

Each Department Head will notify their employees of the specific paid holidays observed by their department. ~~The Department Head must give prior approval before the employee may take the personal holiday.~~

If the holiday occurs on a day which is a non-exempt employee's regularly scheduled day off, the employee shall receive another day off with pay. If a Patrol-Police Lieutenant is required to work on a regularly scheduled shift on a holiday they will receive a flex day to be taken during the 30 calendar days. If a non-exempt employee is required to work on a holiday, the employee will be paid time and a half per hour or compensatory time of time and a half per hour for each hour worked. If the holiday occurs during an employee's vacation, the day will be treated as a holiday. Holiday pay is not included in calculating overtime pay. Transit Drivers shall receive double-time pay for all hours worked on a holiday.

An employee shall forfeit the right to payment for any holiday if there is an unexcused absence on the working day immediately preceding or following such holiday. No holiday granted to an employee by this section can be considered as vacation time and shall not be included in the amount of vacation to which an employee is entitled. Holidays occurring on Saturday will be observed the previous Friday, and holidays occurring on Sunday will be observed on the following Monday.

~~The Floating Holiday's are awarded at the beginning of each calendar year, or upon the hire of a new regular full-time employee. Floating holidays are not carried over into the following calendar year or eligible to be paid to the employee upon separation of employment. Prior approval by the supervisor is required for taking the Floating Holiday. Personal Day cannot be carried over into a new calendar year, and is not eligible to be paid to the employee upon separation of employment. The Personal Day is granted upon the completion of the probationary period.~~

The Library, Museum and Airport are responsible for designating the holidays that will be included for regular full-time or part-time employees of those departments. The Police department may modify the holiday schedule for exempt employees assigned to a 10 hour work schedule to substitute one established holiday for an additional personal holiday.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 4.07

Subject: Vacation

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

VACATION

Regular full-time employees shall be entitled to a paid vacation at their regular rate of pay. Department Heads will have control of the scheduling of all vacations. All vacation requests must be in one (1) hour increments. The immediate supervisor needs to approve all vacation leaves in advance. Employees covered under union contract should refer to their contracts for an explanation of their current vacation policy.

If a paid holiday occurs during an employee's vacation, the holiday will not be counted as part of vacation time.

At the discretion of the Department Head, an employee may carry over to the next calendar year a maximum of forty (40) vacation hours if on a eight (8) hour work schedule, ~~or 48 vacation hours if on a Police Patrol work schedule.~~ The City Administrator reserves the right to authorize an exception if a situation occurs that would merit allowing an employee to carry over more than that limit to the next calendar year. Library employees hired prior to March 20, 2012 may carryover a maximum of 176 vacation hours to the next calendar year.

The City does not make cash payments in lieu of not taking paid vacation.

An employee who terminates or is laid off, discharged, resigns, retires, or dies shall be compensated in cash for all unused and accrued vacation earned at the time of such event. An employee who is terminated for cause shall not be compensated for accrued vacation.

Non-bargaining employees are granted vacation on an annual basis using the following vacation schedule, based on years of service with the City. No employee shall be granted vacation until his/her six (6) month probationary period has been completed.

Work Schedule	6 mos.	1- 4 5 Yrs	~~56~~ 13 Yrs	14-21 Yrs	22+ Yrs
8 hour	40 hours	80 hours	120 hours	160 hours	200 hours
~~Police Lt. Patrol~~	~~48 hours~~	~~96 hours~~	~~144 hours~~	~~192 hours~~	~~240 hours~~

~~All Police Lieutenants and Captains appointed prior to 1/1/19 shall receive the Police Patrol work schedule vacation allowance.~~

Additional hours of new vacation eligibility are not granted until the service anniversary date using the above vacation schedule. If an employee becomes eligible for additional hours of vacation eligibility during the course of a calendar year, they may be conditionally permitted to schedule and take those additional vacation hours throughout the entire calendar year. The use of this additional vacation is on the condition that should the employee leave our employment prior to reaching their service anniversary date they must reimburse the City for the value of any unearned vacation hours that have been used at the time of their final paycheck.

The Museum grants their vacation on the anniversary date of the employee in the year in which the year of service is completed.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 4.08

Subject: Employee Assistance Program

Effective Date: October 7, 2008 **Amended Date:** July 1, 2020

EMPLOYEE ASSISTANCE PROGRAM

The Employee Assistance Program (EAP) provides free, short-term and confidential counseling for employees and immediate family members who are having personal concerns such as family conflicts, stress, depression, or concerns regarding substance abuse.

Six free counseling sessions are provided each year.

Our EAP provider is Connections Inc.

They can be reached at:

Connections Inc.
24 hour Toll-free Phone: 800-779-6125
www.connectionseap.com.

Any questions can be directed to the Human Resources Department.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 4.09

Subject: Retiree Health Insurance

Effective Date: October 21, 2013 **Amended Date:** April 1, 2024

RETIREE HEALTH INSURANCE

An employee who retires from regular full-time employment with the City of Mason City and receiving a City-sponsored pension will be provided a one-time enrollment opportunity at the time of retirement to continue their existing single or family healthcare insurance coverage under the City's available retiree medical plan(s). The retiree is responsible for payment of 100% of the required premium on a monthly basis, due by the end of the month prior to the effective coverage.

Eligibility for retiree health insurance coverage expires at the first of the month that the retiree turns age 65, at which time all remaining health coverage will end. Eligibility for a covered retiree's spouse ends the earlier of, either the first of the month in which the spouse turns age 65, or the date the retiree's coverage ends

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 5.01

Subject: Family and Medical Leave

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

FAMILY AND MEDICAL LEAVE

The City, in compliance with the Family and Medical Leave Act of 1993 or as amended thereto (FMLA) provides up to twelve (12) weeks or 480 hours of unpaid, job protected leave in any 12-month period to eligible employees for certain family and medical reasons. To qualify, employees must have worked for the City for at least one (1) year, and have worked 1,250 hours during the previous twelve (12) month period.

Family and Medical Leave may be granted for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's son/daughter after birth or placement for adoption or foster care (must be taken within one year after the birth or placement of the child);
- To care for the employee's spouse, son or daughter, or parent who has a serious health condition;
- Employee's own serious health condition that makes the employee unable to perform the functions of their job;
- For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter or parent is on active military duty or called to active duty as a member of the National Guard or Reserves or individuals deployed to a foreign country.
- Eligible employees may take up to twenty-six (26) weeks of job-protected leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.

Spouses who are both employed by the City will be limited to an aggregate of 12 weeks or intermittent leave of 480 hours during a 12-month period for all categories except when an employee's own illness requires spousal leave.

Employees potentially qualifying for FMLA leave are encouraged to notify Human Resources or their immediate supervisor when the need for an absence from work is identified as early as possible. The employee ordinarily must provide thirty (30) days advance notice for births, adoptions, planned treatments and other qualifying foreseeable conditions.

Medical certification is required whenever a leave is requested for the employee and family member's serious health condition. For medical conditions that are obvious or well documented, the City may elect to place the employee on FMLA leave without the employee making a formal request. Human Resources will provide the employee with a Medical Certification Form when required to be completed. The certification must be returned to Human Resources on a timely basis. Approval of leave requests may be delayed or denied if the requirements are not met. The City may require recertification at reasonable times and on a reasonable basis.

An employee may request leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee. The employee should try to reach an agreement with the City before taking intermittent leave or working a reduced hour schedule, and if not possible then must prove that the use of the leave is "medically necessary". "Medically necessary" means that there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. For the birth, adoption or foster care of a child, the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule.

The employee is required to report periodically on the status and intention of the employee to return to work. Such schedule will be established on a case-by-case basis.

The employee is required to provide the City with a return to work certification from the employee's healthcare provider no less than 24 hours prior to returning to work, which certifies the employee's ability to perform the essential functions of the employee's job, and documents any written work restrictions.

Upon approval of the FMLA leave, the employee is required to use all eligible paid leave (sick leave, vacation, compensatory time) before being placed in an unpaid leave status. Sick leave may only be used in accordance with the provisions of the Sick Leave and Family Sick Leave policies.

For the durations of FMLA leave, the City will maintain the employee's health coverage as outlined under the group health plan and non-voluntary life insurance, subject to payment of required active employee contributions. Employees that exhaust FMLA leave may continue the City's health coverage and life insurance at active employee insurance contribution rates while they remain in paid leave status. ~~upon payments of appropriate premiums.~~ Upon return to work, the employee will be placed back into their original or equivalent position with equivalent pay, benefits, and other employment terms. If the employee chooses not to return to work the City may require the employee to reimburse the portion of health insurance premiums it paid by the City during the leave period, unless for reasons due to the serious health condition or other circumstances beyond the employee's control.

The failure of an employee to return to work upon the expiration of the twelve (12) weeks may subject the employee to immediate termination unless an extension is granted. An employee who has exhausted their FMLA leave and is requesting additional paid or unpaid leave, must submit a written leave request prior to the expiration of the FMLA leave to their Department Head, and receive approval of the City Administrator.

The City will give employees written notice of their rights and obligations while on FMLA. This notice will also contain the date of commencement of the leave and an estimated date of the termination of the leave, based on whether the leave request is for a continuous leave or an intermittent leave.

Definitions of terms under the FMLA policy are:

Twelve-Month Period- Defined as a rolling twelve (12) month period measured backward from the date the leave is taken.

Immediate Family Member (FMLA ONLY)- includes spouse, child, or parent. In-laws and unmarried domestic partners are not included.

Child- a child under eighteen (18) years of age, or eighteen (18) years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual day-to-day responsibility for care and include biological, adopted, foster, or stepchild.

Parent- a biological parent or an individual who stands or stood in place of a parent (in loco parentis) to an employee when the employee was a son or daughter as defined above. The term does not include parents-in-law.

Spouse- is a husband or wife, as defined or recognized under state law, for purposes of marriage in the state where the employee resides.

Serious Health Condition- an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Employees may contact the Human Resources Department for additional information regarding FMLA.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 5.02

Subject: Employee Sick Leave

Effective Date: October 7, 2008 **Amended Date:** July 1, 2020

EMPLOYEE SICK LEAVE

Regular full-time employees shall start to earn sick leave from their first day of continuous service. No more than nine hundred-sixty (960) hours of sick leave may be accumulated. Once an employee has accumulated nine hundred-sixty (960) hours, they will be granted nine hundred-sixty (960) hours each year on January 1 to be used in that calendar year. Employees covered under union contract should refer to their contract for explanation of benefits.

IF YOU WORK....	SICK LEAVE PER MONTH
40 hr/wk	12 hours

New Employees: During the first month of employment, if your start date falls by the 15th day of the month, you will earn twelve (12) hours of sick leave for the month in which you began employment. You will earn six (6) hours of sick leave for the month in which you began in employment if your start day falls after the 15th day of the month.

Sick leave will be deposited into your sick leave bank on the first of the month following the month it was earned. This leave can not be used until it has been credited to your sick leave bank.

Sick leave used shall be deducted from sick leave credit in 15 minute increments. The appropriate increments of sick leave each month shall continue to accrue during illness, until such time as nine hundred-sixty (960) hours have accumulated. Sick leave will continue to accrue during any paid leave taken.

Sick leave may be used by the employee for personal medical appointments. If it is necessary to be absent for any reason, the employee should notify the Department Head as far in advance as possible. In case of unexpected absence due to illness or emergency, the Department Head should be notified as soon after the normal starting time as possible.

Upon retirement or termination, employees shall not receive compensation for accrued or unused sick leave.

All physically able employees must notify his or her supervisor of a non-work related injury or illness prior to the approval of sick leave benefits.

Eligible unused vacation, comp time, or personal holiday will be used for sick leave absences after sick leave credits have been exhausted if no other form of eligible paid leave is available.

An employee found guilty by the Department Head of abusing the sick leave provisions contained in this policy shall be subject to disciplinary action.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 5.03

Subject: Family Sick Leave

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

FAMILY SICK LEAVE

If necessary, the Department Head may grant an employee the right to use sick leave benefits to care for members of the immediate family (including parent, spouse, unmarried domestic partner, spouse's parent, unmarried domestic partner's parent, employee's grandparent, child, grandchild, step-child, foster-child, or step-parent) or to accompany such family members to a health related appointment, up to a maximum of 48 hours ~~four (4) days~~ per calendar year. ~~As previously permitted, Museum employees may request up to a maximum of six (6) days per calendar year.~~ All absences due to family sick leave will be deducted from employee's accumulated sick leave. The City reserves the right to require documentation for all use of family sick leave.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 5.04

Subject: Funeral Leave

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

FUNERAL LEAVE

In the case of a death of a person in the immediate family (including parent, spouse, unmarried domestic partner, spouse's parent, unmarried domestic partner's parent, employee's grandparent, child, child's spouse, stepchild, stepchild's spouse, grandchild, brother, sister or step-parent), an employee may be allowed time off with pay, not to exceed four (4) working days.

In the event of the death of a brother-in-law or sister-in-law paid leave may be granted not to exceed (8) working hours to attend the funeral.

In the event of the death of a current or former City employee or elected official, or other close family, paid leave may be granted not to exceed four (4) working hours to attend the funeral. Additional time off with pay for attendance at such funeral in distant areas may be granted upon request to the Department Head.

In the event an employee is requested to act as a pallbearer at a funeral, paid leave may be granted not to exceed four (4) working hours to honor such request. This leave may be limited to two (2) times per year per employee.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 5.05

Subject: Military Leave

Effective Date: October 7, 2008 **Amended Date:** October 21, 2013

MILITARY LEAVE

A full-time regular employee who is in active service in the Armed Forces of the United States of America while in the service of the City shall be granted a leave of absence for the period of military service, provided that the employee applies to the City for work ninety (90) days from the date of honorable discharge.

Pursuant to Chapters 29A.28 and 29A.43 of the Code of Iowa, when ordered by proper authority to active state or federal service, the employee shall be entitled to a leave of absence from such employment for the period of such active state or federal service, without loss of status or efficiency rating, and without loss of pay during the first thirty (30) calendar days of such leave of absence. Said leave of absence, after the first thirty (30) days, shall be classified as unpaid leave. Overtime pay is not included in the compensation.

Health insurance, dental insurance and flexible spending account benefits will be terminated at the end of the month following the first thirty (30) consecutive calendar days of military leave. The employee will be offered COBRA coverage for these benefits, if desired.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 5.06

Subject: Jury Leave/Court Leave

Effective Date: October 7, 2008 **Amended Date:** June 1, 2017

JURY LEAVE/COURT LEAVE

Any full-time regular employee, who is selected for jury duty or is called as a government witness, shall receive a paid leave of absence for the actual time spent on such duty. It is the responsibility of the employee to submit in full to their supervisor all compensation amounts received by the Court (excluding mileage).

If an employee is summoned as a plaintiff or defendant or subpoenaed as a witness in a proceeding involving or arising from outside employment or personal business, the employee shall not be entitled to a leave with pay, but may use accrued vacation to offset the lost time.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 5.07

Subject: Volunteer Policy

Effective Date: October 21, 2013 **Amended Date:** May 19, 2026

VOLUNTEER LEAVE POLICY

The City of Mason City recognizes the value of the work that volunteers perform in the community. We encourage our employees to become involved in their community, lending their voluntary support to programs that enrich the quality of life and opportunities for all citizens.

Employees may volunteer for appropriate activities under the following guidelines.

Guidelines

- Volunteer time should not conflict with the peak work schedule, other critical work-related responsibilities, create need for overtime, or cause conflicts with other employees' schedules.
- Time away from work for volunteering purposes may occur during the workday, lunchtime, before work, after work, or on the weekends depending upon the type of volunteer program the employee is involved in.
- Volunteer activity requires prior approval of the City Administrator.
- The volunteer services must be outside of those normally performed in the employee's job, not result in compensation to the volunteer from the program being supported, and must not exceed eight (8) ~~four (4)~~ hours of absence from their job per calendar year.
- ~~Employees must use vacation or comp time at the time of the volunteer service, and shall be provided 50% matching paid time off, up to a maximum of two (2) hours. This time paid off shall be added to the employee's personal holiday bank.~~
- ~~This personal holiday time must be used within one year of the completion of their volunteer service with the approval of their supervisor.~~

Eligibility/Request Process

- All regular full-time employees are eligible.
- Interested employees should meet acceptable performance levels.
- Employees must submit a Volunteer Request Form to the City Administrator a minimum of one week in advance of the volunteer activity. The request must include the date and time of the requested absence, a specific description of the volunteer activity to be performed, and the community organization that it will

benefit. The approved request should be routed to the employee's supervisor, Human Resources and payroll. Blank Volunteer Request Forms are available in Human Resources.

Upon return to work, employees must provide their supervisor with documentation of their volunteer activities. We encourage employees to submit a photograph of them engaged in the ~~If possible please include a photograph of the~~ volunteer activity. The supervisor should forward this information to Human Resources.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 5.08

Subject: Leave of Absence Without Pay

Effective Date: October 7, 2008 **Amended Date:** July 1, 2020

LEAVE OF ABSENCE WITHOUT PAY

Leaves of unpaid absence over ten (10) days, but not to exceed one (1) year, may be granted to full-time regular employees for any reasonable purpose. Such leave shall be granted only with the consent of the Department Head and City Administrator and shall not be granted for seeking or accepting other employment. All vacation, personal holiday, and compensatory time must be used prior to beginning a leave of absence. While on an unpaid leave of absence extending beyond ten (10) days, the employee will not accrue vacation or sick leave benefits.

The requesting employee shall state the reasons why the request should be granted, the date when he/she desires the leave to begin and the probable date of return. Any request for extension of leave shall be subject to all requirements of the original request.

The City Administrator, upon the recommendation of the Department Head, may approve or reject such request on the basis of the operating requirements of the Department, availability of temporary employees, the performance and attendance record of the individual and the reason for the request.

Employees wishing to take such leaves of absence must realize that all positions in the City are subject to elimination. Thus, absolute assurance of reinstatement cannot be given. However, if the position is still in existence and is vacant at the conclusion of the period, the employee may resume the same status therein. If the position no longer exists or is filled, an attempt will be made to place the employee in a comparable position as soon as possible.

The employee must pay the City (in advance of the month due) all group health and dental insurance premiums paid while on leave as well as all applicable flexible spending account and supplemental life insurance deductions, if coverage is desired to be continuous and the leave of absence exceeds ten (10) days. If the unpaid leave of absence extends beyond 30 days, all group insurance will be ended and COBRA continuation coverage will be offered. This provision does not apply to those persons taking unpaid leave under FMLA.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 5.09

Subject: Parental Leave

Effective Date: May 19, 2026

Amended Date:

PARENTAL LEAVE

All full-time employees shall be eligible for paid parental leave (maternity, paternity or adoption) for two (2) calendar week, and such leave will not be charged from the employee's sick leave bank. Paid leave must be used within the first year of the birth or adoption and must be used as a full week at a time. The adopted child must be 12 years old or younger.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.01

Subject: Code of Ethics

Effective Date: October 7, 2008 **Amended Date:** June 1, 2017

CODE OF ETHICS

The employment of every employee shall be contingent upon acceptable conduct, satisfactory performance of duties, and compliance with personnel rules and regulations. The following list is not exhaustive or exclusive, but rather examples of actions that may result in the employee receiving disciplinary action:

- The employee is incompetent, negligent, or inefficient in the performance of duties.
- The employee has been abusive in attitude, language, or has been abusive in conduct toward fellow employees, superiors, or the public.
- The employee has violated any lawful or official regulation, order or rule, or failed to obey any lawful and reasonable direction given by a direct supervisor.
- The employee has taken for personal use a fee, gift, or other valuable things in the course of work or in connection with employment without reporting its receipt to the Department Head.
- The employee, through negligence or willful misconduct, has caused damage to public property or waste of public supplies.
- The employee has been absent without leave or has failed to report upon the expiration of an approved leave of absence.
- The employee has directly or indirectly participated in local political campaign in any manner as to violate any of the regulations set forth in the political activity section of this manual.
- The employee has solicited private business for personal reasons during working hours or has used a City position to try to secure or to conduct private business.
- The employee has made a false statement in the City's employment application.
- The employee has hindered the regular operation of the department because of unauthorized absenteeism or tardiness.
- Reporting to work under the influence of alcohol or a controlled substance/s, possessing, distributing or consuming alcohol or a controlled substance/s while on duty. If an off-duty employee is called in to work, and advises the supervisor that they have been socially consuming alcoholic beverages or taken a medication that may diminish their capacity, the employee shall not be required to report to duty.
- The employee has used City vehicles or equipment without proper authorization.

- The employee has been involved and at fault in an avoidable accident on the job in a City vehicle or on City property.
- The employee has operated City vehicles in an unlawful or hazardous manner.
- The employee has misappropriated City funds, appropriated City property for personal use without permission, or illegally disposed of City property.
- The employee has demonstrated conduct unbecoming of a City employee while on- or off-duty.
- The employee has submitted a false report.
- A specific failure to meet certain standards of conduct and or work performance, or a general lack of performance in an area of employment.
- Dishonesty, theft, or fraud.
- Punching someone else's time record, permitting someone else to punch your own time record, or failure to punch in or out on the time clock as directed.
- Outside employment that is inconsistent with the City's goals, objectives, and policies, and/or that reflects negatively on the City's operations.
- Violation of the state gift laws as they apply to public employees.
- Unauthorized use of computer-related resources belonging to the City, which include, but is not limited to, computers, computer-related equipment, computer programs, computer systems, or modems.
- Unauthorized use of City telephones/fax for personal business.
- Accepting unauthorized employment while on leave-of-absence.
- Creating unsafe or unsanitary conditions.
- Refusal to work overtime when a reasonable request is made that allows the employee sufficient time to alter personal plans. If the request to work overtime is due to an emergency situation, the employee needs to be made aware of the importance of the request and, barring extreme personal circumstances, is expected to report for work.
- Unauthorized removal of City or a fellow worker's property.
- Failure to follow procedures outlined in this Personnel Policy Manual or the City's Safety Manual.
- Fighting or horseplay on the job.
- Representing personal opinion/s as those of the City of Mason City.
- Creating strife, discord, and disharmony among other City employees by constant and repeated negative statements, criticism, or attitude.
- Disclosure of confidential information protected by federal, state, or City law, or commonly recognized as privileged or confidential information.
- Sleeping while on-duty.
- Any other action or failure to act which adversely affects the City, its officers, or employees.
- Failure to maintain an appropriate Iowa driver's license as required by the employee's job description.

- Failure to follow established safety policies and guidelines established by the employee's department.
- Failure to maintain an acceptable attendance, including having a record that shows a pattern or incidents of poor attendance or tardiness.
- All employees shall be courteous at all times in dealing with the public. Employees should listen carefully to complaints and refer them to the proper person for appropriate action.
- Any employee involved in a reportable accident involving City equipment should immediately notify the police and the Department Head. Vehicles should not be moved until the police arrive and take charge of the scene.
- Uniforms provided for employees shall be worn only during working hours or for official City business outside working hours. Uniforms may be worn to and from work, unless department rules specify otherwise, but are not to be worn on any personal activity.
- City personnel shall not knowingly, willfully or unlawfully conceal, remove, mutilate, falsify or destroy a City document or record. However, this does not preclude the discarding and/or destruction of City records and documents accomplished through a department/division record retention program, which is in compliance with applicable local, state, or federal requirements.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.02

Subject: Reporting Violations

Effective Date: October 7, 2008 **Amended Date:** April 1, 2024

WHISTLEBLOWER PROTECTION

The purpose of this policy is to protect those employees and officials who make good-faith reports to appropriate governmental bodies and to ensure that there will be no retaliation for having made such reports. It is the policy of the City that all employees and officials are encouraged to disclose, to the extent not expressly prohibited by law, improper governmental actions of any City. Every employee and official has the right to report to the appropriate person, information concerning an alleged improper government action which includes but is not limited to a violation of law or policy, mismanagement, a gross abuse of funds, an abuse of authority, or a substantial and specific danger to public health or safety.

Employees shall be protected against retaliation for the lawful disclosure of information, which an employee feels or believes reasonably evidences the violation of any law, procedure, or policy of the City.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.03

Subject: Conflict of Interest/Gifts & Gratuities

Effective Date: October 7, 2008 **Amended Date:** April 1, 2024

CONFLICT OF INTEREST/GIFTS & GRATUITIES

An employee shall not have a direct or indirect financial interest that conflicts substantially, or appears to conflict substantially, with the employee's City duties and responsibilities or engage in, directly or indirectly, a financial transaction as a result of, or primarily relying on, information obtained through City employment. Employees may be required to divest themselves of such conflicting interests.

Employees shall not give competitive advantage to any member of the public, including former employees or elected officials of the City.

Gifts and Gratuities

Employees shall not accept a fee, compensation, honorarium, gift, payment of expense, or any other thing of monetary value in any circumstances in which acceptance may result in, or create the appearance of, a conflict of interest. All gifts must be in compliance with Iowa gift laws.

Limited tips may be accepted in accordance with departmental policy in the Recreation Department.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.04

Subject: Campaign Activities

Effective Date: October 7, 2008 **Amended Date:** April 1, 2024

CAMPAIGN ACTIVITIES/VOTING LEAVE

The City encourages all employees to vote as an expression of personal opinion. No candidates, committee members or any other person may solicit contributions for election or political purpose or receive political support from any employee during work hours, nor in any other way violate Section 721.3 of the Iowa Code.

Employees may participate in, or contribute to, the election or appointment of public officials. Political activity, however, must not interfere with an employee's normal work duties. No City employee will be forced or compelled to take part in political campaigns to favor the appointment or election of candidates for any office.

If an employee becomes a candidate for any City of Mason City elective office, the employee automatically receives a leave of absence without pay. The leave without pay begins upon either an announcement of the employee's candidacy or filing of a petition for office. However, this will not be later than thirty (30) days before the primary or general election day, and it continues until the employee is no longer a candidate.

If elected, an employee would be required to resign their regular City position.

However, an employee may be a candidate for a non-partisan office that is not related to the employee's employment. If this is the case, an employee will not be required to take the leave of absence without pay, as long as the employee does not campaign while on duty as an employee or let campaigning for such non-partisan office interfere with the employee's job responsibilities to the City.

Reasonable time off with pay to vote will be available to employees who otherwise would be unable to reach the polls during the time the polls are open. Voting leave must be granted and approved by the Department Head.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.05

Subject: Use of Credentials & Uniforms

Effective Date: October 7, 2008 **Amended Date:** June 1, 2022

USE OF CREDENTIALS & UNIFORMS

Credentials and other City identification are for use only in establishing identity or authority in connection with official duties. Such credentials and identification of an employee's official position, status or designation shall not be used by employees to exert influence to obtain, either directly or indirectly, privileges or rewards for themselves or others.

All employees issued an ID badge by the City of Mason City are required to display that ID badge while serving in an official capacity as a City of Mason City employee, including at their normal work location. Any exceptions to this requirement for unique situations will be approved and documented by the Department Manager.

City employees who wear authorized uniforms shall wear their regulation uniform only when on duty or when proceeding to and from duty. Off duty employees shall not use the uniform, or any part thereof, for the purpose of identifying themselves as an employee of the City. We expect all employees to exercise good judgment when wearing uniforms in public settings immediately prior to or after their work shift. Off duty City employees may wear regulation uniforms for community service events when approved by the Department Manager.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.06

Subject: Gambling/Solicitation

Effective Date: October 7, 2008 **Amended Date:** April 1, 2024

GAMBLING/SOLICITATION

No employee shall participate while on City owned or leased property, or while on duty for the City, in any gambling activity as defined by the Code of Iowa.

Unless authorized by a Department Head, all solicitation among City employees during working hours for charitable or any other purpose, and selling of tickets, chances, magazines, or merchandise of any kind are prohibited. This restriction applies to all solicitation, selling, or peddling of every nature, whether by City employees or non-employees. No posting of advertisements on City premises is allowed unless authorized by the Department Head.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.07

Subject: Outside Employment

Effective Date: October 7, 2008 **Amended Date:**

OUTSIDE EMPLOYMENT

Employees who engage in secondary employment must notify their Department Head and disclose the type, place, and schedule of secondary work. If secondary employment interferes with proper and effective City job performance, or results in a conflict of interest or subjects the City to public criticism or embarrassment, the employee must choose between the City job and the secondary job.

Activities that are incompatible with City employment include, but are not limited to:

- Work which identifies the City or any employee in his/her official capacity with any organization commercializing products or services relating to operations of the City or work performed under such circumstances as to give the impression that it is an official act of the City or represents an official City point of view.
- Performing contract work for goods or services for the City or for anyone who is performing contract work for goods or services for the City. This includes working for a temporary employment agency or subcontracting for any other independent contractor who is under contract with the City to perform contract work for goods or services.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.08

Subject: Confidentiality

Effective Date: October 7, 2008 **Amended Date:** October 21, 2013

CONFIDENTIALITY

As an employee with the City of Mason City, you will recognize and acknowledge that you may become aware of, or into the possession of, confidential information concerning citizens and/or official business of the City organization. Accordingly, it must be understood that information regarding official business should be disclosed *only* to those for whom it is intended. You may be required to sign a confidentiality agreement as a condition of continued employment.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.09

Subject: Use of Public Funds and Resources

Effective Date: October 7, 2008 **Amended Date:** June 1, 2022

USE OF PUBLIC FUNDS AND RESOURCES

An employee has a positive duty to protect and conserve City property, including vehicles, equipment, supplies, and other property entrusted or issued to the employee. No employee shall directly or indirectly use, or allow the use of City property of any kind, including property leased to the City, for other than officially approved activities.

The failure to account for public funds and property or the private use of public funds and property are criminal offenses punishable under the laws of the State of Iowa. All funds received by the City are considered public funds and must be used to support an approved public service or purpose. Certain community relations activities expressly authorized by the City Administrator are an approved public purpose.

With the objective of establishing public purpose under Iowa law and administrative guidance from agencies such as, but not limited to, the Iowa Attorney General and Auditor of State, the following activities/expenditures are designated as a public purpose by the City Council:

- 1) Refreshments for employee recruitment activities, training, or extended work periods
- 2) Sustenance supplies such as but not limited to plates, napkins, coffee filters, etc.
- 3) Service and retirement recognition
- 4) Other activities or expenditures to enhance employee morale and retention, as approved by the City Administrator.

The public purpose of these activities is to enhance employee morale, retention, or wellness, promoting an effective and efficient organization.

Section 2. The City Administrator is empowered to create an administrative policy or policies to further describe or delineate these activities and expenditures.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.10

Subject: Electronic Mail/Phone Uses

Effective Date: October 7, 2008 **Amended Date:** April 1, 2024

ELECTRONIC MAIL/PHONE USE

With the increasing utilization of communication technology, the City of Mason City recognizes the need for City employees to use electronic communication devices to provide superior services to the community in a more timely and efficient manner. Any information sent, stored or received on such devices shall be considered the property of the City of Mason City and shall be subject to complete inspection by City officials. City employee's reasonable expectation of privacy shall not be abridged in the normal course of conducting City business. The City reserves the right to conduct surveillance or monitoring of employee communications when the City is investigating possible work place misconduct or when the City has individualized suspicion that misconduct is occurring.

The City may also find it necessary to access any and all information stored on a City employee's electronic communication equipment in the case of the employee's absence, transfer, vacation, or termination. All electronic communication records shall be subject to complete inspection by the City Administrator and shall be accessible twenty-four (24) hours a day so as to continue a level of efficient and responsive government services.

Phone Use

Employees shall observe the rule of telephone courtesy in receiving and placing calls. Employees are permitted to use City telephones or personal cell phones for personal reasons where it does not interfere with work duties for the City. This is a privilege and not a right and may be withdrawn by the Department Head if abused through excessive use, or if telephoning causes interference with work duties. Long-distance telephone calls for personal reasons may be made only with the approval of the Department Head and at the employee's expense. Employees shall discourage persons from telephoning them at work for personal matters.

For more information, please refer to Administrative Policy 6.01 entitled Electronic Communication Policy.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.11

Subject: Personnel Records

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

PERSONNEL RECORDS

The Human Resources Department shall maintain a paper or electronic personnel record for each employee in the service of the City showing relevant work and pay information, ~~the name, title of position held, the department to which assigned, salary, changes in employment status,~~ and such other information as may be considered pertinent.

Each employee shall promptly report all changes of name, contact and address information, marital status and emergency contacts ~~address, telephone number, marital status, and persons to be notified in the event of an emergency~~ to the Supervisor and/or Human Resources within ten (10) days of the change.

The Department Head shall notify ~~report to~~ Human Resources of any change in employment, job or pay status of an employee using the designated electronic or paper recordkeeping system. ~~any assignment change in the employment status of an employee on forms designed for that purpose.~~

Medical and drug testing files shall be kept separately from the personnel record.

Payroll registers shall be kept permanently.

Employees ~~have the following rights as they pertain~~ to their own personnel file consist of:.
The right to:

- Request ~~Have~~ access to view the file at a ~~any~~ reasonable time and with proper supervision.
- Request ~~Have~~ a copy of items contained within ~~placed in~~ his/her personnel file.
- Have the opportunity to respond to unfavorable information.
- Know how information is being used internally.
- Expectation of Reasonable precautions to assure ~~, assuring the employee that the~~ information will not be misused.

An employee shall not have access to employment references written for the employee. Employees may examine their personnel files and obtain copies of its contents by contacting the Human Resources Manager. Appointments for reviewing an employee personnel file will be set at a date and time that is reasonable and convenient for both the employee and the Human Resources Manager. Requests for such examination shall be in writing and the examination shall be in the presence of the Human Resources Manager.

Any and all copies made for the employee shall have each page marked "copy".

The employee shall sign a form stating the date the employee examined the file. At no time can the personnel file be removed from City Hall. No employee or former employee is to be allowed to remove or alter the contents of any file

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.12

Subject: Performance Reviews

Effective Date: October 7, 2008 **Amended Date:** April 1, 2024

PERFORMANCE REVIEWS/TRAINING

Performance reviews give an employee an opportunity to discuss their development with their supervisor. This will allow employees to know where they stand in relation to the job requirements.

Each Department Head and supervisor is responsible for the timely and proper completion of an employee performance review.

Performance reports shall be made on the standard form provided by the Human Resources Department and must be submitted at the specified times:

- At the end of the probationary period.
- Annually on the employee's anniversary date or an alternative annual date agreed upon by the Department Head and the Human Resources Director.

A list of the expectation elements evaluated for a performance review can be obtained from the Human Resources Department.

In the event the supervisor does not do performance reviews timely, it is the employee's responsibility to bring this to the attention of the supervisor. If the appraisal is not done within ten (10) days after the employee's notification, the employee shall bring the matter to the attention of the Human Resources Manager.

Training

The City of Mason City encourages its regular employees to attend conferences, seminars, and training sessions of benefit to the employee in enhancing job performance, skills, and knowledge.

A request for approval to attend conferences, seminars, or training sessions must be submitted on proper forms and signed by the Department Head. For more information, please see Administrative Policy 3.07 entitled Travel Regulations for Out of City Travel

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.13

Subject: Appearance/Dress Code/Clothing Allowance

Effective Date: October 7, 2008 **Amended Date:** April 1, 2024

APPEARANCE/DRESS CODE/CLOTHING ALLOWANCE

Each employee is a representative of the City of Mason City, and, as such, it is important that the employee's dress be neat, clean, and modest.

Under the direction of the Department Head, appropriate holiday dress is permitted.

Acceptable work attire is as follows:

- All attire, footwear, hair, and fingernails will be clean.
- Clothing will allow sufficient room so as not to reveal and outline undergarments and be of sufficient length to accommodate bending and reaching. Dresses, pant suits, slacks, dress shorts, or dress capri pants are acceptable.
- Department Heads are expected to dress in a manner appropriate for the leadership roles in the organization.

Unacceptable work attire is as follows:

- Tank Tops, lightweight t-shirts, novelty t-shirts, sweat pants, shorts, spandex clothing, and worn or soiled clothing.

Fridays are designated as casual dress day, which can include clean, non-worn blue jeans. Appropriate and clean attire should still be observed on this day. Additional casual dress days may be designated by the City Administrator or Library Director or Museum Director. Museum personnel may be permitted to observe additional casual days and should consult with the Museum Director to confirm appropriate attire as needed.

Tattoos and Body Piercing should not be unsafe, disruptive, offensive, or otherwise inappropriate when considering job duties and work environment. If a member of the public makes a complaint, the employee's Department Head will determine whether or not the tattoo or body piercing is inappropriate for the circumstances of the job.

For positions that require an employee to wear a uniform, a clothing allowance will be given. Such allowance will be distributed in accordance with applicable policies and collective bargaining agreements

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.14

Subject: Attendance

Effective Date: October 7, 2008 **Amended Date:** June 1, 2017

ATTENDANCE

Employees are expected to report promptly at their designated starting time at their assigned workstation and be ready to begin work at that time.

If an employee knows that they will be late, the employee must notify their immediate supervisor prior to coming to work, if possible, and state the reason for being late and the approximate time when he/she expects to return to work.

If an employee fails to furnish the supervisor with a reasonable explanation for missing work or for tardiness, the absence will be recorded as an "unexcused" absence in the employee's personnel file. If an absence is unexcused, the employee will not be allowed to utilize any accrued vacation days, personal days, or sick days to receive pay for that day, and therefore, will not be paid for the unexcused absence.

All employees absent from work due to injury or illness in excess of three (3) consecutive work shifts are required to provide their supervisor with a written return to work release from their treating medical provider at the time they return to work.

Regular attendance is an expectation and requirement for all employees. Failure to maintain acceptable attendance will be addressed as a performance issue. Employee attendance records that show a pattern or incidents of poor attendance or tardiness are to be reviewed by the supervisor or Department Head, and may subject the employee to disciplinary action up to and including discharge.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.15

Subject: Separation of Service

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

SEPARATION OF SERVICE

This section is intended to establish guidelines for proper termination. When covered by collective bargaining agreements, the rules of those agreements apply.

REDUCTION IN FORCE

If and when it becomes necessary to reduce the number of employees because of a shortage of work or limitation of funds, layoff of employees will be accomplished with due consideration to status, performance evaluations, length of service, and Civil Service mandates on seniority.

Employees in positions being eliminated will be reassigned to other vacant positions for which they are qualified. If no vacant positions exist for which an employee is qualified, they may be subject to layoff or reassignment. Employees placed on layoff shall be subject to recall into vacant positions for which they are qualified for up to one year following the date of layoff. When placed on layoff the employee may retain or be paid out their current vacation or comp hours balances, and their sick leave balance will be frozen unless recalled. Upon the expiration of recall rights or rejection by the employee of a recall notice into a vacant position, the employee will be paid out any remaining vacation and comp hours balances and be terminated.

VOLUNTARY TERMINATION

Voluntary terminations are defined as resignations that occur at the employee's request. Employees desiring to resign in good standing shall provide written notice to their Department Head, with a copy to Human Resources, as soon as possible, but not later than at least two weeks in advance of the effective date of the resignation. Resignation notices should include the date the resignation is submitted, the reason for leaving, the last day of work, and be signed by the employee. If the employee fails to complete a written resignation is not completed, the Department Head shall draft a letter documenting the facts of the resignation, and forward it to Human Resources to be placed in the employee's personnel file.

An employee who terminates employment for reasons other than retirement may not use unused or accrued vacation, comp time, or a personal holiday to extend their termination date. The last day that the employee actually worked shall be considered the employee's termination date for purposes of benefit accruals and the employee's permanent record.

AUTOMATIC TERMINATION

Employees, who are not on an approved absence and have not been engaged in productive work hours for the past twelve (12) months, will have their employment terminated subject to approval of the City Administrator ~~Department Head~~.

BENEFITS UPON TERMINATION

For voluntary terminations, retirements and permanent lay-offs, unused and accrued vacation hours are paid to employees on their final paycheck.

EXIT INTERVIEW

It is our intention to conduct an exit interview for most ~~all~~ terminating employees. The exit interview will be held on or near the employee's last workday. The Human Resources Department will conduct the interview. This is an opportunity for employees to evaluate their conditions of employment within the City organization. Other matters reviewed or collected during this interview are keys, computer access authorization code, telephone identification code, insurance conversion and benefits continuation rights, and forwarding address.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.16

Subject: Harassment

Effective Date: October 7, 2008 **Amended Date:**

HARASSMENT

The City of Mason City will not tolerate or condone harassment of or by its employees. The City will take all necessary steps to prevent its occurrence, and, where it exists, to stop it. All personnel are directed to create a working environment free from such behavior. Behavior constituting harassment will be deemed grounds for disciplinary action, including dismissal.

Harassment is a form of unlawful discrimination that includes all types of physical or verbal conduct showing hostility toward a person because of that person's sex, race, color, religion, national origin, age, disability or any other "legally protected status." A legally protected status is a personal characteristic (such as sex and race) that may not be used as a basis for employment decision, or any other negative treatment in the workplace. Various federal laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Americans with Disabilities Act, protect the characteristics listed above. Harassment is prohibited whether it occurs in person, in writing, by telephone, fax, and e-mail, via the Internet or any other means of communication. Harassment can be verbal, physical or visual.

Employee Responsibility: To help the City of Mason City maintain a productive and harassment-free workplace, it is every employee's responsibility to: (1) understand and abide by the City's no-harassment policy; (2) refrain from engaging in inappropriate conduct; and (3) promptly inform the City of all incidents of harassment. If you are a victim or a witness to harassment, report the conduct to your direct supervisor or the Human Resources Manager. In order to assist an investigation of a complaint, employees may be asked to prepare a written summary of what happened that lead up to the complaint.

All harassment complaints will be promptly and thoroughly investigated. Harassment complaints will be kept confidential to the extent possible under the circumstances. Although it may be the best intentions of the City organization, it is almost impossible for any organization to guarantee complete confidentiality. It may be necessary to inform the alleged harasser of the complainant's identity and the nature of the allegations, to notify the supervisor/s of the parties involved and to share relevant information with other officials and advisors on a need-to-know basis.

Federal law protects employees from retaliation for filing a complaint or participating in an investigation, proceeding or hearing relating to alleged harassment. Retaliation includes negative personnel actions, such as an undesirable transfer, demotion or termination. If you feel you are being retaliated against, report it directly to the Human Resources Manager at City Hall, 10 1st Street NW, Mason City, Iowa 50401 or call: 641-424-7130.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.17

Subject: Violence-Free Workplace

Effective Date: October 7, 2008 **Amended Date:**

VIOLENCE-FREE WORKPLACE

The City of Mason City is concerned and committed to its employees' safety and health and will make every effort to prevent violent incidents from occurring in the workplace. A Workplace Violence Program has been established to provide uniform guidelines for the prevention or intervention related to violent or threatening behavior involving employees, visitors, or contractors. Please refer to the Safety Manual for more on the Workplace Violence Policy.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.18

Subject: Disciplinary Policy

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

DISCIPLINARY POLICY

The most important resource to the City of Mason City is our employees. Inevitably, problems in the work place will surface. The City has a problem-resolving procedure that will reassure all employees that problems will be heard and appropriate actions will be implemented. Therefore, please direct all problems to Department Heads who will help employees resolve them. Conduct of a severe nature can result in immediate discharge. All disciplinary actions remain a permanent part of the employee's personnel file. Disciplinary actions will generally be used for progressive discipline purposes only for the twelve (12) month period following the date of the warning, unless otherwise noted in the warning.

When any disciplinary action is administered, the employee and supervisor should meet to discuss:

- The reason for the disciplinary action
- The supervisor's expectations of what needs to be improved
- Any specific goals that are desired and the time frame to meet those goals

The supervisor may encourage the employee to voluntarily utilize the Employee Assistance Program (EAP) to address any underlying issues potentially impacting the employee's performance.

VERBAL WARNING

All verbal warnings will be documented on the employee disciplinary form and copies given to the employee and Human Resources Department.

WRITTEN WARNING

The written warning is generally issued following a verbal warning. At times, the verbal warning may be bypassed when it is determined the problem area is serious enough to warrant more serious action.

Copies of the written warning should be given to the employee and the Human Resources Department.

DISCIPLINARY SUSPENSION

If goals are not met or performance has not improved, a disciplinary suspension not to exceed three (3) to six (6) working days without pay will be invoked. A disciplinary suspension may follow a verbal and written warning; however, certain actions may result in suspension without prior warnings. The City Administrator and Human Resources Manager must be notified prior to a disciplinary suspension. Following the employee's return to work, a meeting should be held to reaffirm the goals established to ensure improved performance, the consequences if these actions are not met, and encourage the employee to voluntarily utilize the Employee Assistant Program (EAP).

DISCHARGE

As the final step in the disciplinary process or when the disciplinary process has failed to resolve the problem, discharge will be used only as a last resort. To ensure proper documentation of the facts surrounding the discharge, it is advisable to suspend the employee pending further investigation of the incident. The Human Resources Manager and City Administrator or Board/Commission Chair must be consulted prior to a discharge.

A meeting should be held with the employee, the employee representative (if applicable), Department Head and Human Resources Manager to discuss the rule violation or issues surrounding the discharge and provide the employee with a written reason for the termination.

In some situations, the Employee Assistance Program may at the sole discretion of the City be offered as an alternative to discharge. The employee accepting Employee Assistance Program services will then be allowed a reasonable opportunity to demonstrate an improvement in their performance. A release of information will be required authorizing the Employee Assistance Program, Human Resources Department, and referral resources (e.g., treatment programs) to disclose information to the City of Mason City regarding the employee's progress, outcome, and aftercare plan, if any. If improved performance has not been demonstrated, the employee may be discharged even though the Employee Assistance Program has been, or is in the process of being, utilized.

PERFORMANCE IMPROVEMENT PLAN

When recurring problems in performance (i.e. reduction in quantity of work, change in quality of work) require a concentrated period of review, an employee may be placed on a performance improvement plan not to exceed ninety (90) days. The employee and Department Head should meet initially to discuss the problem areas, goals for achieving improved performance, a time frame to meet the agreed upon goals, and the consequences if the goals are not met. During the performance improvement plan, the employee and Department Head should discuss the progress in meeting the goals.

CAUSES FOR DISCIPLINE

Actions which may result in suspensions or discharge without prior warning include:

- Theft of property belonging to another employee of the City of Mason City, from the City of Mason City, or any on-duty theft.
- Possession of a dangerous weapon during regularly assigned working hours.
- Willful damage of the City of Mason City property during regularly assigned working hours.
- Absence of three (3) or more days without notifying the employee's supervisor or Department Head.
- Insubordinate conduct toward a supervisor or Department Head, refusal to carry out the reasonable instructions of a supervisor or Department Head, or leaving the job without permission during regularly assigned working hours.
- Harassment of a visitor, citizen or another employee.
- Falsification or unauthorized altering of City records, employment applications, etc.
- Willful or negligent behavior that endangers the welfare of a visitor, citizen, or another employee, this includes violent, assaulting, or threatening behavior.
- Unauthorized disclosure of confidential information contained in personnel files or other City maintained files and records.
- ~~A history of past Excessive number of formal disciplinary warnings. Under progressive discipline, three (3) will be considered an excessive number of formal disciplinary warnings (verbal and written).~~ The circumstances and the severity of incident will be taken into consideration.
- Sleeping while on duty.
- Drinking or being under the influence of alcoholic beverages while on duty.
- Use or possession of an illegal drug or controlled substance while on duty.

Actions that may result in discharge following verbal warnings, written warnings, and suspension include:

- Unexcused absences.
- Excessive absences or tardiness.
- Abuse of break and meal periods.
- Unsatisfactory, negligent or careless work performance.
- Failure to follow safe practices
- Unauthorized distribution of literature during work hours.
- Wearing unauthorized buttons or badges.
- Poor personal hygiene.
- Failure to follow policies regarding employee appearance.
- Discourtesy or conduct creating discord.
- Inappropriate conduct toward a visitor, citizen, or another employee.

Please see the Code of Ethics for more examples of actions that may result in the employee receiving disciplinary action.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.19

Subject: Grievance Procedure

Effective Date: October 7, 2008 **Amended Date:** October 21, 2013

GRIEVANCE PROCEDURE

An employee or group of employees (does not apply to employees covered by a labor agreement) who feel they have not been fairly treated in keeping with the policies of the City should first discuss the problem with their immediate supervisor. If the problem is not settled to the employee's satisfaction, the following procedures should be used:

Step 1: The employee shall, within five (5) working days of the date of the event giving rise to the grievance, or of the date of the employee learning of the event, present the grievance in writing to the Department Head. The Department Head shall reply in writing within five (5) working days of receipt of the grievance, informing the employee of the decision. If the employee believes that the Department Head is directly responsible for the event giving rise to the grievance, the employee may proceed directly to Step 2.

Step 2: In the event that the Department Head's decision is not satisfactory to the employee, the employee, within five (5) working days, may present the grievance in writing to the City Administrator or Board/Commission or designee (whichever is applicable). The City Administrator or Board/Commission shall, within five (5) working days of receipt of the grievance, arrange to meet with the grievant, the Department Head, and witnesses called by either party. The City Administrator or Board/Commission shall hold an informal hearing and shall issue a written decision within five (5) working days of the close of the hearing. The decision of the City Administrator or Board/Commission shall be final and binding.

In the event the employee holds a Civil Service position, Chapter 400, Code of Iowa, will supersede this procedure. In the event action involves termination of an employee, Chapters 372.15 or 400, Code of Iowa, will supersede this procedure.

Written Presentation: All grievances presented at Step 2 of the procedure in this policy shall set forth: the facts giving rise to the grievance; the provision(s) alleged to have been violated; the name(s) of the aggrieved employee(s); and the remedy sought. All grievances at Steps 1 & 2 of this policy shall be signed and dated by the aggrieved employee. All written answers submitted by the City shall be signed and dated by the appropriate City representative.

Time Limitations: The time limitations set forth in this policy are the essence of this policy. The City shall accept no grievance unless it is submitted or appealed within the time limits set forth in this policy. If the grievance is not timely submitted at Step 1 and Step 2, it shall be deemed waived. If the City fails to answer within the time limits set forth in this policy, the grievance shall automatically proceed to the next step.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.20

Subject: Americans with Disability Act

Effective Date: October 7, 2008 **Amended Date:** October 21, 2013

AMERICANS WITH DISABILITY ACT

It is the policy of the City of Mason City to provide access to services for all citizens, including those with special needs due to disabilities. To the extent possible, access will be facilitated in such a manner that persons with disabilities will be able to enjoy the full array of City services with dignity and in the mainstream of the community.

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act, known as the ADAAA, are federal laws that require employers to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of the City of Mason City to comply with all federal and state laws concerning the employment of persons with disabilities and act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC) and the Iowa Civil Rights Act. Furthermore, it is our policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

When an individual with a disability is requesting accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, they will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

The City of Mason City will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to the City. Contact Human Resources with any questions or requests for accommodation.

All employees are required to comply with the company safety standards. Current employees who pose a direct threat to the health and/or safety of themselves or other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employees' immediate employment situation.

An applicant or employee with a disability and requesting an accommodation for that disability is responsible for requesting the accommodation from the Human Resources Manager and providing medical documentation when requested. Once medical documentation is received, Human Resources and the Department Head will work with the applicant or employee to identify possible reasonable accommodations and to assess the effectiveness of the accommodation in allowing the individual to perform the essential functions of the job. A request for reasonable accommodation may be denied if it would create an undue hardship for the City.

Individuals who are currently using illegal drugs are excluded from coverage under this ADA policy.

The Human Resources Manager shall serve as the City's coordinator for compliance with the Americans with Disabilities Act. Each Department Head, or designee, shall serve as coordinator for the respective Department.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.21

Subject: Pregnant Workers Rights/Lactation Policy

Effective Date: March 1, 2013

Amended Date: April 1, 2024

PREGNANT WORKERS RIGHTS/LACTATION POLICY

The Pregnant Workers Fairness Act (PWFA) provides for reasonable accommodations to a worker's known limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an "undue hardship". Any pregnant worker requesting accommodations for a covered condition should contact their supervisor. The supervisor, in coordination with the Human Resources Department, will involve the employee in exploring appropriate accommodations in accordance with the PWFA. For more information contact the Human Resources Department.

In recognition of the well documented health advantages of breastfeeding for infants and mothers and the 2010 Patient Protection and Affordable Care Act, the City of Mason City seeks to provide a supportive environment to enable breastfeeding employees to express their milk during work hours (as defined below) for their nursing child for one (1) year following the child's birth, or longer with management approval.

Organizational Responsibilities

- **Milk Expression Breaks:** Breastfeeding employees shall be allowed to express milk during work hours; the employee should discuss the situation with their supervisor. The supervisor may consider granting the employee flexible working arrangements.
- **A Place to Express Milk:** A clean room or other location (not a toilet stall or restroom) shall be available for employees to express milk. The room will be private and will have an electrical outlet, as well as being easily accessible to a refrigerator and sink. Human Resources will work with each nursing mother and their Department to determine a private and secure area where they may express milk. If employees prefer, they may also express milk in their own private offices or in other comfortable locations agreed upon in consultation with the employee's supervisor.

Employee Responsibilities

- **Communication with Supervisors:** Employees who wish to express milk during the work day shall keep supervisors informed of their needs so that appropriate accommodations can be made to satisfy the needs of both the employee and the City of Mason City.
- **Maintenance of Lactation Rooms:** Employees shall be responsible for keeping the general lactation room they use clean for the next user.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.22

Subject: Reimbursable Expenses/Travel Policy

Effective Date: October 7, 2008 **Amended Date:** April 1, 2024

REIMBURSABLE EXPENSES/TRAVEL POLICY

Certain expenses incurred on behalf of the City of Mason City may qualify for reimbursement. Please check with your Department Head for approval prior to making any expenditure.

If an employee is required to use private transportation to fulfill the job requirements of the City, a mileage allowance is authorized for all trips approved by the Department Head. Lodging, meal expenses, and other fees may also qualify for payment. For more information, please refer to Administrative Policy 3.07 entitled Travel Regulations for Out of City Travel

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 6.23

Subject: Social Media Policy (Personal/Professional)

Effective Date: June 1, 2017

Amended Date:

SOCIAL MEDIA POLICY (PERSONAL/PROFESSIONAL)

Online social media platforms such as Facebook, LinkedIn, and Twitter are an evolving gathering place for hundreds of millions of people, encompassing a broad sweep of online activity, including social networks (such as Facebook, Yelp, and Twitter) and professional networks (such as LinkedIn, blogs and webinars). Because such media is a far-reaching means of communication, every City employee engaged in social media is expected to use it responsibly. Social media and social networks includes all activities that integrate technology, social interaction and communication, and content display, dispersal, or creation, including but not limited to professional and personal social networks referenced below. This policy applies to all such social media.

Purpose

In establishing a formal social media policy the City of Mason City is hoping to provide employees with a clear, set of standards to guide personal and professional social media behavior. As social media use and tools evolve, so will this policy. It will be evaluated and amended as needed.

Social Media Guidelines

The City will not place restrictions on which social media sites its employees can join during their personal time. The City hires talented people, and, therefore, trusts each employee to conduct themselves in a professional manner. If an employee is clearly identified as an employee of the City, the employee has a responsibility to consistently and professionally act in a manner that maintains the City's business reputation when using social media. Any communications concerning the City or its employees that are posted using social media sites must not violate any guidelines set forth within this policy, or in **Administrative Policy 6.15 – City Social Media Policy**, or any departmental policy/procedure, especially as it relates to discrimination, unlawful harassment or safety issues.

Employees need to be wary of posting anything that might constitute a violation of personal privacy laws (HIPAA, etc.). Doing so could expose the employee and the City to serious legal trouble. If an employee is commenting on a professional site, a disclaimer should be issued clearly stating that the opinion is solely of the employee, and not representative whatsoever of the City (i.e. the views expressed are mine alone and do not necessarily

reflect the views of the City). The City reserves the right to remove potentially sensitive material from any of its own social networking pages (i.e. specific information on a stakeholder, something that is inappropriate or offensive, SPAM, etc.).

While an employee may disagree with City actions, you may not personally attack or post material that is malicious, obscene, threatening or intimidating or that might constitute bullying or harassment. Examples of such posts might include pictures that are meant to harm a person's reputation or that contribute to a hostile work environment on the basis of age, race, sex, religion, disability, or any other status protected by law.

Professional Social Networks and Business-Related Blogs

In general, employees are free to participate in professional networking and business websites (e.g. LinkedIn), and may identify themselves as employees of the City when doing so. Because the employee's professional online identity reflects directly on the City, all such communications must meet the standards of professionalism expected of City employees and align with the City's Code of Ethics per the city personnel policy. In addition, employees should ensure their online profile, including biography and credentials, is accurate and unembellished.

Personal Social Networks (such as Facebook, Twitter, Yelp)

When using personal social networks, employees should recognize that the information they post can impact their career and personal and professional reputations. Accordingly, employees should exercise judgment and discretion with the information that they post, as well as giving consideration to the appropriateness of inviting other employees to participate in posting, sharing, or creating content or comment.

When using a personal or non-work-related social network, employees may not use a City email address. Communications should not be attributed to the City nor appear to be endorsed or originated from the City. The City reserves the right to investigate and identify the authors of inappropriate posts or comments that may be related to the City, its constituents or employees.

Free Speech/Concerted Activity

Nothing in this policy is intended to infringe upon any employee's First Amendment rights, or an employee's right to engage in concerted activity aimed at affecting a change in the workplace, as protected by the Public Employment Relations Act.

Policy Enforcement

Any known or suspected violations of this policy will be investigated and may result in disciplinary action up to and including termination of employment.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 7.01

Subject: General Safety Policy

Effective Date: October 7, 2008 **Amended Date:**

GENERAL SAFETY POLICY

It is the responsibility of every Department to ensure a safe and healthful atmosphere, safe working conditions, tools, equipment, and work methods for all of its employees. Employees are expected to comply with all safety and health equipment policies, procedures, and laws whether established by management or by federal, state, or local law.

Employees are required, as a condition of employment, to exercise due care in the course of their work to prevent injuries to themselves and to their fellow workers. Employees have a responsibility to report any unsafe working conditions or practices to a supervisor or safety committee.

Employees violating recognized safety rules, procedures, or standards, or acting in such a manner as to endanger their own or another's personal safety shall be subject to disciplinary action including warning, suspension, or discharge. For disciplinary actions, please refer to the Safety Manual. For more information regarding general safety, please refer to Administrative Policy 4.01 entitled General Safety Policy Statement.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 7.02

Subject: On-the-Job-Injuries

Effective Date: October 7, 2008 **Amended Date:**

ON-THE-JOB INJURIES

All on-the-job injuries or illnesses, whether requiring medical attention or not, shall be reported by the employee to the Department Head as soon as possible, but no later than twenty-four (24) hours after the accident occurred. The Department Head shall report the incident to Human Resources as soon as possible. Within twenty-four (24) hours, the employee, with the assistance of the supervisor, shall fill out the necessary form/s for reporting the injury or illness. If an employee is immediately hospitalized as a result of an injury or illness incurred while on the job, the Department Head shall notify the Human Resources Manager as soon as possible. Any employee failing to report such an injury or illness, as described in this paragraph, shall be subject to disciplinary action.

When seeking medical care or prescriptions for on-the-job injury or illness, the employee must inform the attending Physician or Pharmacist that the injury or illness is a worker's compensation incident to eliminate any confusion about financial responsibility.

For more information, please see Worker's Compensation portion of this manual.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 7.03

Subject: Worker's Compensation

Effective Date: October 7, 2008 **Amended Date:** May 19, 2026

WORKER'S COMPENSATION

Protection of workers is assured under Iowa State Law, which requires employers to provide worker's compensation coverage for all workers, including part-time, temporary, and seasonal workers. Also under Iowa Law, the employer has the right to designate a physician that employees will use to seek medical treatment in the event of a work-related injury.

All employees except those covered by Municipal Fire and Police Retirement System of Iowa (MFPRSI), can receive paid injury leave when they incur an injury or occupational disease that happened while performing work duties for the City. During the leave, the employee may elect for the City to use eligible sick leave pay to continue the employee's full wage or salary less any amounts paid by workers compensation insurance for lost time. The workers compensation carrier's unpaid waiting period of three days may be compensated to regular employees by the City by electing to use eligible sick leave. All of the payments compensated by the City under this policy shall be calculated and charged to a worker compensation pay code for tracking purposes.

The City's occupational medicine provider is:

MercyOne North Iowa Occupational Health ~~HealthWorks~~
1501 4th St SW
Mason City, IA 50401
641-428-5244 or 800-622-6352.

*A phone call should be placed to the Occupational Health Clinic ~~HealthWorks~~ prior to receiving medical attention without an appointment, and generally should be coordinated by Human Resources.

Employees requiring immediate medical attention occurring outside the hours of 8:00 am-4:30 pm Monday through Friday, should be directed by their supervisor to go to:

MercyOne North Iowa Medical Center ~~Mercy Medical Center North Iowa~~
1501 4th St SW
Mason City, IA 50401
641-428-7234-Emergency Center

Any medical invoice received by an employee for work related care under this policy should be promptly forwarded to Human Resources for processing.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 7.04

Subject: City Vehicle Policy

Effective Date: October 7, 2008 **Amended Date:** October 21, 2013

CITY VEHICLE POLICY

This policy does not apply to emergency vehicles of the Police and Fire Departments. Exceptions may be made on a case-by-case basis, upon recommendation of the Department Head, subject to the approval of the City Administrator.

All vehicles and equipment owned by the City are for official use only and cannot be used for personal business. All City vehicles shall be parked at the place of employment at the end of the workday and will be picked up for use at the start of the next workday.

Under no conditions should City employees while on personal time utilize City vehicles. The exception would be for lunch or rest breaks only if at a public eating establishment, and if that establishment is closer to where the employee suspends his or her work in the field, rather than returning to the primary place of employment for a break.

At no time shall any employee carry personnel in City vehicles unless for City business or City sponsored activities.

If an employee is required to operate a motor vehicle as part of his or her job duties, that employee must maintain a valid operator's license, be insurable under the City's liability policy as a condition of continued employment, and adhere to Administrative Policy 5.03.

Employees who operate City vehicles are expected to adhere to the following guidelines:

- Vehicles are to be used for City business only.
- No family members are to be transported in City vehicles at any time unless it is related to the duties of the employee or permitted under Administrative Policy 3.07.
- No other passengers are to be allowed in City vehicles except when such individual is involved with City business, the transportation passenger is related to the duties of the employee, or the passenger is participating in a City Administrator approved ride-along program.
- Vehicles are to be driven only when necessary.
- Vehicles should be cleaned inside and out on a regular basis.
- The vehicles must have City of Mason City stickers and vehicle numbers on them at

all times with the exception of vehicles that, by their use, would exclude the use of such stickers or markings.

- Seat belts are to be worn at all times except as exempted in Iowa Code 321.445.
- Employees must maintain a valid driver's license.
- Promptly report all accidents and damage to City vehicles in accordance with Administrative Policy 3.03.
- Employees shall refrain from all activities while driving that could cause distracted driving, including texting while driving.

For more information, please refer to Administrative Policy 5.03 entitled Operation of City Vehicles.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 7.05

Subject: Drivers License/CDL

Effective Date: October 7, 2008 **Amended Date:** April 1, 2024

DRIVERS LICENSE/CDL

For employees who are required to drive as part of their job, motor vehicle driving records will be checked prior to employment and then annually after that. Being able to maintain an acceptable driving record may be required for an employee to keep their job. For more information, please see Administrative Policy 5.03 entitled Operation of City Vehicles.

If possession of a commercial driver's license (CDL) is a specific requirement for a given position, the City will reimburse the employee for the cost difference between a regular driver's license and any required chauffeur's license or commercial driver's license. The City policy covering CDL is outlined under Administrative Policy 5.03 entitled Operation of City Vehicles.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 7.06

Subject: Drug-Free Workplace

Effective Date: October 7, 2008 **Amended Date:**

DRUG-FREE WORKPLACE

It is the policy of the City of Mason City to prohibit the unlawful possession, use, dispensation, distribution, or manufacture of controlled substances in the workplace. Violation of this policy will result in disciplinary action up to, and including, termination of employment. Depending upon the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken against any violator of this policy.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 7.07

Subject: Substance Abuse – Drugs and Alcohol

Effective Date: October 7, 2008 **Amended Date:** June 1, 2017

SUBSTANCE ABUSE PROGRAM - DRUGS AND ALCOHOL

It is the policy of the City of Mason City to require all employees to comply with the most recently adopted drug and alcohol programs, including those contained within the Mason City DOT Drug and Alcohol Policy for FMCSA and FTA-covered employees, and any additional drug testing policies that become enacted.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 7.08

Subject: Smoke-Free Workplace

Effective Date: October 7, 2008 **Amended Date:**

SMOKE-FREE WORKPLACE

In compliance with the Iowa Smoke-free Air Act, smoking will be prohibited within City owned or leased buildings, including offices, hallways, waiting rooms, restrooms, lunch rooms, elevators, meeting rooms, and any grounds of any public building, which is defined as an outdoor area of a public building that is used in connection with the building, including but not limited to, a sidewalk immediately adjacent to the building; a sitting or standing area immediately adjacent to the building; a patio; a deck; a curtilage or courtyard; a swimming or wading pool; or a beach, or any other outdoor area as designated by the person having custody or control of the public building. Smoking will also be prohibited in City vehicles and outdoor areas. This policy applies to all employees, customers, contractors, and visitors.

CITY OF MASON CITY PERSONNEL POLICY

Policy Number: 7.09

Subject: Inclement Weather

Effective Date: October 7, 2008 **Amended Date:**

INCLEMENT WEATHER

During severe weather conditions, City operations will never officially be closed. If an employee cannot make it into work because of the weather, the employee should notify their supervisor that they are unable to make it to their job site. According to the contracts and this manual, the employee should make that call as soon after the normal starting time as possible. The employee will need to use vacation or comp time, if applicable, for the time used.



**DEVELOPMENT
SERVICES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: May 11, 2026
RE: Resolutions of Support: Workforce Housing Tax Credit Applications

Recommendation:

Staff requests approval of the following Resolutions of Support for applications to the Iowa Economic Development Authority for Workforce Housing Tax Credits:

1. Talon Development, Lark Avenue Apartments, NE Corner of Lark Avenue and IA Highway 122
2. Rye Construction Co., North Tennessee Avenue between 9th Street NE and 10th Street NE

Review:

The City anticipates four applications for Iowa Workforce Housing Tax Credits to support four multi-family developments within the Mason City Urban Revitalization Area. The program provides refunds of sales, service, and use taxes paid during construction, as well as a state investment tax credit of up to 10% of eligible construction or rehabilitation costs. Each city may support up to four applications.

The applications require a City Resolution of Support and documentation of local financial support. Two of the four applications are covered in this memo, as the other two are still pending rezoning to allow multi-family development.

Program rules require the City to contribute at least \$1,000 per dwelling unit as part of the project financing package. The Lark Apartments project is located within the West Mason City Housing Focus Area of the Urban Revitalization

Plan and qualifies for a 10-year, 100% property tax abatement. For all four projects, the abatements will cover the \$1,000/unit minimum.

The Rye Construction project includes two twinhome buildings containing two units each. To qualify for the 10-year, 100% abatement, projects must contain at least three units per building and be located within a Housing Focus Area. As a result, the Rye project qualifies only for the standard Urban Revitalization abatement authorized under Iowa law: either a 3-year, 100% abatement or a declining-scale abatement beginning at 80% in the first year. Because the project is new construction, the abatement applies only to the first \$75,000 of taxable value per unit.

The final value of the abatements cannot be determined until the properties are assessed, but the tax abatements for each project are expected to exceed the required minimum local contribution of \$1,000 per unit.

The resolutions demonstrate the City's support and financial commitment to the projects. Developers must submit the resolutions with their applications to the Iowa Economic Development Authority by June 10.

Talon Development – Lark Avenue Apartments: The developer proposes 64 apartment units and 24 townhome units on a 4.24-acre site across from the new Tractor Supply Co. store. The plan includes a three-story apartment building on the northern portion of the site and four two-story, six-unit townhome buildings to the south.

Rye Construction Co. – Twinhomes: The Rye brothers propose two two-story twinhome buildings on vacant land east of North Tennessee Avenue between 9th and 10th Streets NE.

Additional information on the projects will be provided if the State awards Workforce Housing Tax Credits. Approved projects will proceed through the City's development review process and may begin construction next year.

Budget Impact:

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

Council Action Requested:

Staff requests approval of the following Resolutions of Support for applications to the Iowa Economic Development Authority for Workforce Housing Tax Credits:

1. Talon Development, Lark Avenue Apartments, NE Corner of Lark Avenue and IA Highway 122

2. Rye Construction Co., North Tennessee Avenue between 9th Street NE and 10th Street NE

Attachments:

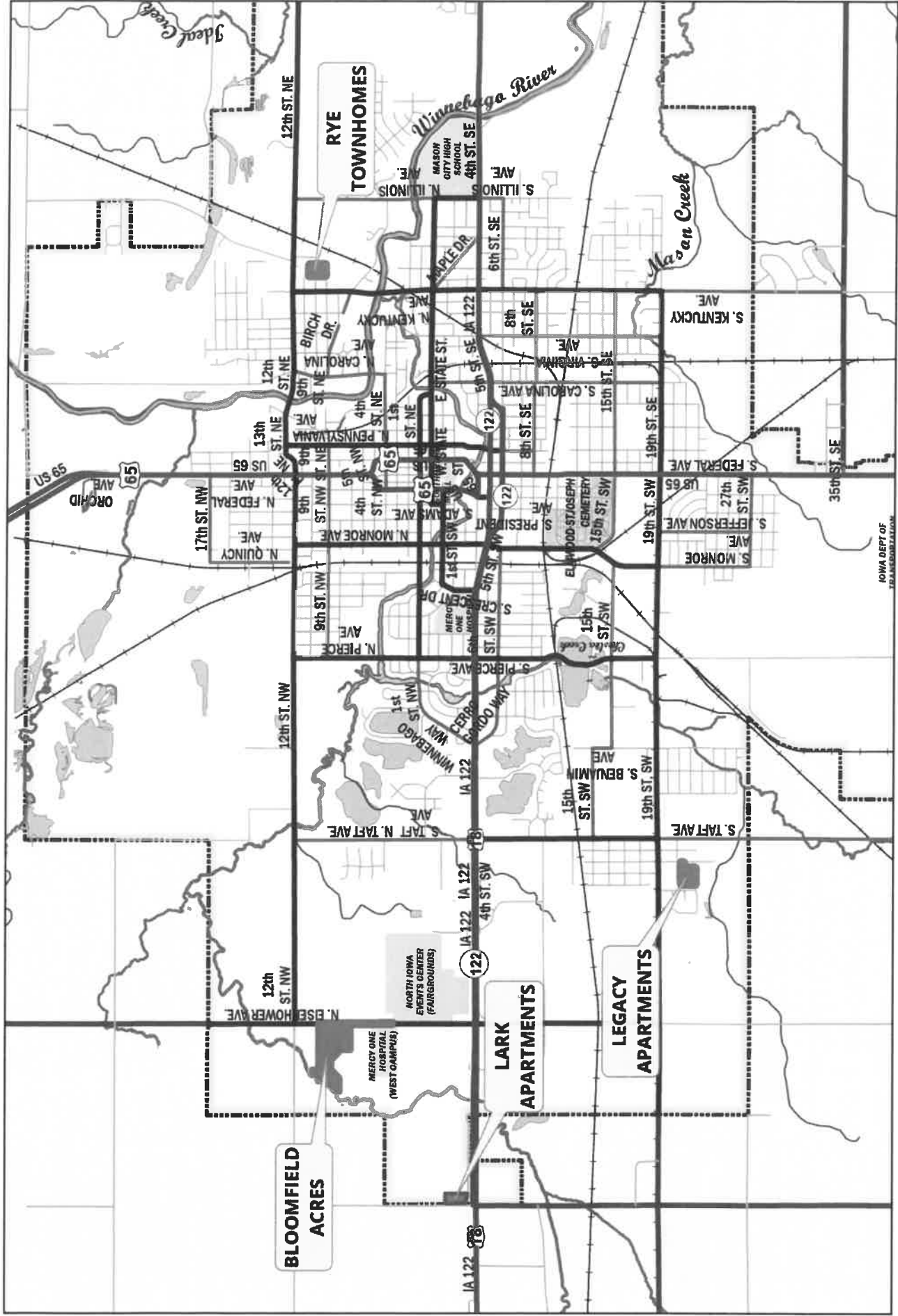
1. Location Map showing all four sites
2. Resolution of Support: The Lark Apartments
3. Resolution of Support: Rye Construction Twinhomes



Steven J. Van Steenhuyse
Director of Development Services



Reviewed and Recommend Approval



LOCATION MAP
2026 WORKFORCE HOUSING TAX CREDITS APPLICANTS

RESOLUTION NO. 26 -

RESOLUTION OF SUPPORT FOR A WORKFORCE HOUSING
TAX CREDIT APPLICATION BEING FILED WITH THE
IOWA ECONOMIC DEVELOPMENT AUTHORITY BY
TALON DEVELOPMENT.

WHEREAS, the City of Mason City, Iowa, has been informed by Talon Development that a Workforce Housing Tax Credit Application will be filed with the Iowa Economic Development Authority for the construction of new housing units on Lot 1 of Sedars Auto Park, an addition to Mason City, Iowa, within the City of Mason City, Iowa; and,

WHEREAS, the project will consist of 64 apartment units in one 3-story building and 24 townhome units in four 2-story buildings; and

WHEREAS, the Workforce Housing Tax Credit Program requires a local match of a minimum of \$1,000 per unit; and,

WHEREAS, the owner intends to request tax abatement on the property, which will qualify as the local match.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City Mason City, Iowa, that we support and approve the development of the aforesaid housing in the community, subject to City Ordinances and the building permit process.

PASSED AND APPROVED this 19th day of May, 2026.

John Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

RESOLUTION NO. 26-

RESOLUTION OF SUPPORT FOR A WORKFORCE HOUSING
TAX CREDIT APPLICATION BEING FILED WITH THE
IOWA ECONOMIC DEVELOPMENT AUTHORITY BY RYE
CONSTRUCTION COMPANY.

WHEREAS, the City of Mason City, Iowa, has been informed by Rye Construction Company that a Workforce Housing Tax Credit Application will be filed with the Iowa Economic Development Authority for the construction of new housing units on property described on Exhibit A attached hereto, within the City of Mason City, Iowa; and,

WHEREAS, the project will consist of 4 dwelling units within two twinhome buildings;
and

WHEREAS, the Workforce Housing Tax Credit Program requires a local match of a minimum of \$1,000 per unit; and,

WHEREAS, the owner intends to request tax abatement on the property, which will qualify as the local match.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City Mason City, Iowa, that we support and approve the development of the aforesaid housing in the community, subject to City Ordinances and the building permit process.

PASSED AND APPROVED this 19th day of May, 2026.

John Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

LOT 2 OF THE AUDITOR'S SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 96 NORTH, RANGE 20 WEST OF THE 5TH PRINCIPAL MERIDIAN, MASON CITY, CERRO GORDO COUNTY, IOWA, EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, WHICH POINT IS ON THE WEST LINE OF KUPPINGER'S SECOND ADDITION TO MASON CITY IOWA AND ON THE SOUTH RIGHT OF WAY LINE OF 12TH STREET NE; THENCE WEST ALONG SAID SOUTH LINE OF 12TH STREET NE TO ITS INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTH TENNESSEE PLACE; THENCE SOUTH ALONG SAID EAST LINE OF NORTH TENNESSEE PLACE TO ITS SOUTHERN TERMINUS; THENCE WEST ALONG THE SOUTH TERMINUS RIGHT OF WAY LINE OF SAID NORTH TENNESSEE PLACE TO THE SOUTHERN TERMINUS OF THE WEST RIGHT OF WAY LINE OF SAID NORTH TENNESSEE PLACE, WHICH POINT IS THE SOUTH LINE OF THE SUNNYSIDE FIRST ADDITION TO CERRO GORDO COUNTY; THENCE WEST ALONG THE SOUTH LINE OF SAID SUNNYSIDE FIRST ADDITION TO THE SOUTHEAST CORNER OF LOT 2 IN THE SAID SUNNYSIDE FIRST ADDITION, WHICH POINT IS ALSO THE EAST LINE OF WARNER'S FOURTH ADDITION TO MASON CITY IOWA; THENCE SOUTH ALONG THE EAST LINE OF SAID WARNER'S FOURTH ADDITION TO THE SOUTHEAST CORNER OF OUTLOT "A" IN WARNER'S FOURTH ADDITION TO MASON CITY IOWA, WHICH POINT IS ON THE NORTHERN TERMINUS RIGHT OF WAY LINE OF NORTH TENNESSEE AVENUE; THENCE EAST ALONG SAID NORTHERN TERMINUS RIGHT OF WAY LINE TO THE NORTHERN TERMINUS OF THE EAST RIGHT OF WAY LINE OF SAID NORTH TENNESSEE AVENUE; THENCE EAST APPROXIMATELY 331 FEET TO THE NORTHWEST CORNER OF LOT 2 IN HARDY'S FIRST SUBDIVISION TO MASON CITY IOWA; THENCE EASTERLY 102.18 FEET TO A POINT ON LOT 1 IN HARDY'S FIRST SUBDIVISION TO MASON CITY IOWA; THENCE NORTHERLY TO THE MOST NORTHERN NORTHWEST POINT OF SAID LOT 1 IN HARDY'S FIRST SUBDIVISION TO MASON CITY IOWA, WHICH POINT IS ALSO ON THE WEST LINE OF KUPPINGER'S SECOND ADDITION TO MASON CITY IOWA; THENCE NORTHERLY ALONG SAID WEST LINE OF KUPPINGER'S SECOND ADDITION TO MASON CITY IOWA TO THE POINT OF BEGINNING.



**DEVELOPMENT
SERVICES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: May 12, 2026
RE: Amendment #1 to a Forgivable Loan Agreement, Corridor
Revitalization Loan (CoRL): Extend Time to Complete 1323 North
Federal Avenue

Recommendation:

Staff requests approval of the Resolution authorizing execution of Amendment #1 to the Forgivable Loan Agreement with Zayn Properties, LLC for improvements to 1323 North Federal Avenue.

Review:

On June 4, 2024, the City Council approved a CoRL loan to Zayn Properties in the amount of \$30,000. This forgivable loan was approved to support renovations to the vacant building at 1323 North Federal Avenue. A rendering of the proposed improvements to the south façade of the building is attached.

The owner has installed the doors but has not been able to fully complete the project. He has requested an extension until April 30, 2027, to complete the renovations.

Except for the change to Paragraph 3 on Page 2, no other aspect of the Forgivable Loan Agreement is changed or amended. The CoRL Loan and the Forgivable Loan Agreement were approved subject to conditions. The Grant and Forgivable Loan Committee and the Council were concerned that this facility would not become another liquor store or vape store. The conditions prohibit these forms and functions on the property. If this or a future owner established a liquor, tobacco or vape store in this building, they would be in default and would owe the forgiven amount of the loan to the City. The conditions are:

1. The west façade of the building shall be preserved in its current state (see below).



2. During the 7-year forgiveness period, the following forms, functions and uses shall not be allowed on the premises and are prohibited:
 - a. Taverns, as defined in the Zoning Ordinance
 - b. Liquor sales, except:
 - i. when offered in a Restaurant as defined in the Zoning Ordinance, where liquor is sold by the drink and consumed on the premises, and no liquor is sold or provided for carry-out; or
 - ii. where the liquor is made or produced on the same premises, such as a brew pub.
 - c. Sales of tobacco, tobacco products, and vaping products and materials.
3. During the 7-year forgiveness period, the owner shall allow City personnel access to the premises at reasonable times to verify compliance with these conditions, and shall provide necessary documents or certification to verify any sales of alcohol comply with these conditions.

Staff does not object to extending the time to complete the renovations, so long as the owner complies with the above conditions.

Budget Impact:

There is no impact to the operating budget.

Council Action Requested:

Staff requests approval of the Resolution authorizing execution of Amendment #1 to the Forgivable Loan Agreement with Zayn Properties, LLC for improvements to 1323 North Federal Avenue.

Attachments:

1. Forgivable Loan Agreement with Zayn Properties
2. Amendment #1 to the Forgivable Loan Agreement
3. Rendering of the south façade



Steven J. Van Steenhuyse
Director of Development Services

Reviewed and Recommend Approval

**AMENDMENT NO. 1
TO THE
CORRIDOR REVITALIZATION LOAN
FORGIVABLE LOAN AGREEMENT
WITH
ZAYN PROPERTIES, LLC
1323 NORTH FEDERAL AVENUE, MASON CITY, IOWA**

WHEREAS, on June 4, 2024, the City Council of the City of Mason City (“City”) approved a Corridor Revitalization Loan (CoRL) Forgivable Loan to Zayn Properties, LLC (“Owner”), in the amount of \$30,000, to support construction of a new façade and new doors; and

WHEREAS, the City and the Owner entered into a Forgivable Loan Agreement, outlining the responsibilities of the parties involved; and

WHEREAS, said Forgivable Loan Agreement includes a date of commencement for the project of July 1, 2024, and a completion date of January 31, 2025; and

WHEREAS, the Owner, for reasons beyond their control, has not been able to commence the project as of and after the above-cited commencement date; and

WHEREAS, the Owner has requested that the commencement and completion dates be extended to allow the project to be completed.

NOW, THEREFORE, the City and the Owner jointly agree to amend the Grant Agreement as follows:

1. The first sentence of Paragraph 3 on Page 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

The Owner agrees that all improvements shall commence by June 1, 2026, and be completed, inspected, and approved by the Chief Building Official or designee on or before April 30, 2027.

2. Except as amended above, all other requirements and commitments of the Agreement shall remain unchanged.

(signatures on following page)

CITY OF MASON CITY, IOWA

By: _____
Mayor

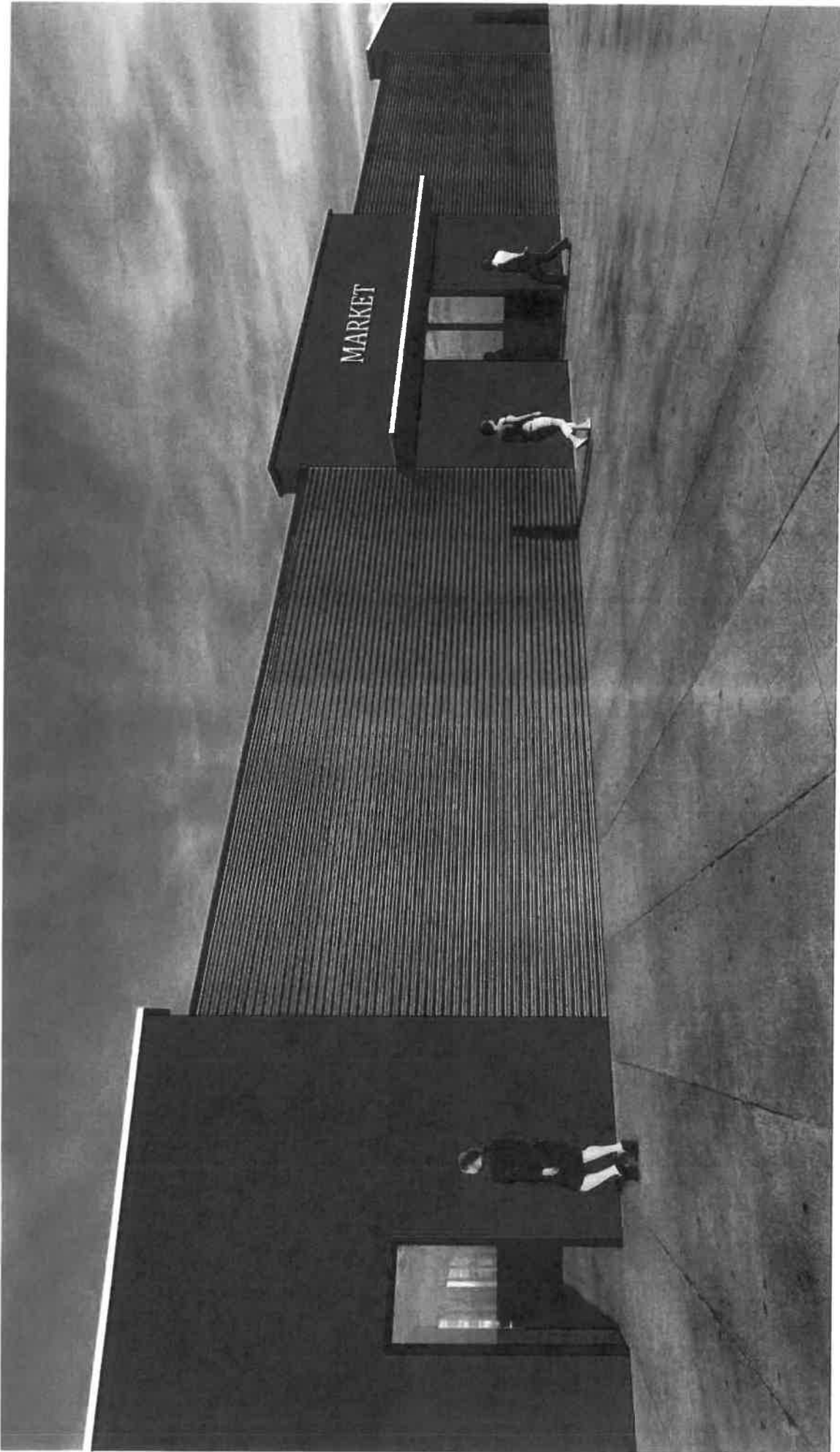
Attest:

City Clerk

ZAYN PROPERTIES, LLC

By: _____

Its: _____
Title



RESOLUTION NO. 26 –

A RESOLUTION AUTHORIZING APPROVAL OF
AMENDMENT NO. 1 RELATED TO THE FORGIVABLE
LOAN TO ZAYN PROPERTIES, LLC FOR THE REHABIL-
ITATION OF 1323 NORTH FEDERAL AVENUE IN CON-
JUNCTION WITH THE CORRIDOR REVITALIZATION
LOAN

WHEREAS, the City Council did on the 4th day of June, 2024 adopt Resolution No. 24-135, authorizing approval of a forgivable loan to Zayn Properties, LLC (subject to conditions) for the rehabilitation of 1323 North Federal Avenue in conjunction with the Corridor Revitalization Loan, and

WHEREAS, Amendment No. 1 is necessary to extend the completion date (April 30, 2027).

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

Section 1: That Amendment No. 1 for the rehabilitation of 1323 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 19th day of May, 2026

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk



**FINANCE
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Finance Director
Date: May 12, 2026
RE: 2026 G.O. Bonding- Hold Hearing & Approve Additional Action on G.O. Urban Renewal Loan Agreement

Recommendation:

Staff respectfully recommends that the City Council hold a public hearing and then approve additional action on a General Obligation (G.O.) Urban Renewal loan agreement.

Review:

As discussed in the FY27 budget and CIP processes, the City plans to issue G.O. debt for mall renovations and redevelopment of the Mohawk Square property under the City's Urban Renewal powers. In order to proceed with this issuance, the Council must first hold a public hearing. The Council set the date of this hearing at the May 5, 2026 meeting.

We have revised the timeline for bonding to complete the majority of the process prior to the end of June. This schedule is the same as was provided in the packets for the May 5 meeting.

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:

Staff respectfully recommends that the City Council hold a public hearing and approval additional action on a General Obligation (G.O.) Urban Renewal loan agreement.

Attachments:

1. Proceedings by Dorsey & Whitney, LLP.
2. Revised schedule for G.O. bonding.



Brent Hinson, Finance Director



Reviewed and Recommend Approval

**CITY OF MASON CITY, IOWA
BOND ISSUANCE TIMELINE**

\$4,135,000 General Obligation Corporate Purpose Bonds, Series 2026A
\$4,240,000 Taxable General Obligation Corporate Purpose Bonds, Series 2026B
\$1,370,000 General Obligation Local Option Sales Tax Bonds, Serie 2026C

March 3, 2026	SET DATE OF PUBLIC HEARING – GO ECP NTE \$3,875,000 Resolution provided by Bond Counsel
March 17, 2026	HOLD PUBLIC HEARING GO ECP ADOPT A PRE-LEVY RESOLUTION - <u>\$684,823.33</u> SET DTE OF PUBLIC HEARING – GO LOST BONDS - \$1,500,000 Resolution provided by Bond Counsel
April 7, 2026	HOLD PUBLIC HEARING – GO LOST SET THE DATE OF PH UR PLAN AMENDMENTS (2) Resolution provided by Bond Counsel
May 5, 2026	HOLD THE PUBLIC HEARING ON UR PLAN AMENDMENTS SET DATE OF PUBLIC HEARING – GO ECP UR NTE \$4,500,000 Resolution provided by Bond Counsel
Week of May 11, 2026	DUE DILIGENCE CALL – Disclosure Counsel
May 19, 2026	HOLD PUBLIC HEARING – GO ECP UR Resolution provided by Bond Counsel
Week of May 25, 2026	RATINGS CALL Participants Needed: Finance Director, City Administrator
June 2, 2026	APPROVE THE PRELIMINARY OFFICIAL STATEMENTS Resolution provided by Bond Counsel
June 16, 2026	BOND SALES AND AWARD (3) Resolution provided by Bond Counsel (Speer plans to attend this meeting)
July 7, 2026	AUTHORIZING/ISSUANCE PROCEEDINGS Resolution provided by Bond Counsel
July 22, 2026	BOND CLOSING Day that City will receive Bond Proceeds (No meeting required)

RESOLUTION NO. 26 -

RESOLUTION TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER
INTO A GENERAL OBLIGATION URBAN RENEWAL LOAN AGREEMENT

WHEREAS, the City of Mason City (the “City”), in Cerro Gordo County, proposes to enter into a General Obligation Urban Renewal Loan Agreement (the “Loan Agreement”) and to borrow money thereunder in a principal amount not to exceed \$4,500,000, pursuant to the provisions of Sections 384.24A and 384.24.3(q) of the Code of Iowa, for the purpose of paying the costs, to that extent, of undertaking the Southbridge Mall Redevelopment Project and the Mohawk Square Redevelopment Project, such projects having been approved as urban renewal projects by action of the city council on May 5, 2026, and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of May 19, 2026, no petition had been filed with the City asking that the question of entering into the Urban Renewal Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, it is now necessary to take additional action with respect to the proposal to enter into the Loan Agreement;

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 General Obligation bonds or notes be issued at such time, in evidence thereof. The City Council further declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa.

Section 2. Further action with respect to the Loan Agreement is hereby adjourned to the City Council meeting scheduled for June 2, 2026.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 19, 2026.

Mayor

Attest:

City Clerk



**DEVELOPMENT
SERVICES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: May 12, 2026
RE: Public Hearing: Amendment 13 to the Mason City Unified Urban
Renewal Plan

Recommendation:

Staff respectfully recommends that the City Council convene a public hearing concerning the adoption of Amendment #13 to the Mason City Unified Urban Renewal Plan. Upon closing the hearing, Staff requests approval of Amendment #13.

Review:

Prior Amendments: The City Council originally adopted what is now the Mason City Unified Urban Renewal Area in 2001. The several urban renewal areas that were created and amended after that time were consolidated through the Mason City Unified Urban Renewal Area Plan Amendment # 1 in October 2012. As an economic development urban renewal area, the plan has a life of 20 years after debt for the URA is first requested from the County Auditor.

The lands in the four original areas expired based on their original adoption in 2021. The lands added as part of Amendment #1 will expire no earlier than 2032. In 2013, Amendment #2 added several properties along South Federal and included some adjacent rights-of-way in other parts of the city. These areas will expire no earlier than 2033. The last expansion was Amendment #10 in 2023; those areas will expire no earlier than 2043.

The twelve prior amendments are summarized in the following table:

Amend- ment #	Adopte d	Purpose
1	Oct. 2012	Unified the four Urban Renewal Areas (URAs) created in 2001: Community Growth, South Federal/Gateway, South Eisenhower, and Westside; resulting URA is a contiguous area that can draw tax increments from areas that are increasing in value and apply them to other areas that may be declining, stagnant, or increasing slowly in value
2	Mar. 2013	Added several properties along South Federal and included some adjacent rights-of-way in other parts of the city
3	Oct. 2015	Removed the area designated for the Downtown Reinvestment Urban Renewal Area from the Unified URA
4	Nov. 2015	Added the streets and public rights-of-way in the Northbridge area back into the Unified URA so that the Northbridge improvements can continue to be funded from the Unified TIF
5	Apr. 2016	Removed the Southside Gateway Urban Renewal Area from the Unified URA
6	Jun. 2017	Updated the Urban Renewal Plan to include several projects that were not in the plan, including the Development Agreement with Cargill Kitchen Solutions and the Corridor Revitalization Loan Program
7	Jan. 2018	Added a small parcel to the URA that was part of the Kinseth Hospitality development (partially funded with TIF rebates)
8	Apr. 2019	Removed two areas from the URA: Golden Grain (transferred to Southside Gateway URA) and the Willow Creek Area (south and west of downtown, transferred to the Downtown Reinvestment URA)
9	Apr. 2021	Authorized use of urban renewal incentives and tax increment financing for demolition of commercial buildings and clearing of land for economic redevelopment.
10	Nov. 2023	Allowed funding of the North Iowa Corridor Economic Development Corp. with TIF funding. New projects: Highway 122/Mercy area and West area improvements, New Energy Freedom incentives, use of TIF for flood control measures, allow for funding environmental assessments for new development sites. Also added areas for infrastructure expansion and encompassed the existing Southside Gateway URA.
11	Apr. 2024	Allowed use of TIF incentives for redevelopment of an existing building by Stellar Industries
12	May 2026	Allowed cost of improvements to 19 th Street SW to be repaid with TIF revenues

Amendment #13: Amendment 13 adds two areas to the Mason City Unified URA. The Northwest Addition is located north of the Mercy West Campus on the west side of North Eisenhower Avenue and is being rezoned to accommodate a proposed townhome development. The proposed project has been named "Bloomfield Acres."

The Southeast Addition is the Tahoe development at the southeast corner of 19th Street SE and South Kentucky Avenue, extending east to and beyond Mason Creek. This area was recently rezoned and is planned for commercial or multi-family development near the 19th SE/South Kentucky corner, with single-family development to the east. A map of the areas to be added is attached. If this amendment is adopted, it will be in effect for 20 years beginning with the first time TIF debt is requested from the County Auditor in the expanded area.

Since this adds territory to the URA, the Planning and Zoning Commission is required to review the amendment. The Urban Renewal statute directs the Commission to review the plan amendment and comment to the City Council as to whether the plan amendment conforms to or is consistent with the Comprehensive Plan. The Planning and Zoning Commission met on May 12 to review the amendment. The Commission found that the proposed amendment is consistent with the North Iowa Corridor Joint Comprehensive Plan.

Staff held the required consultation on May 5 with the Mason City School District and Cerro Gordo County to discuss the plan and potential impacts on the other taxing entities. No representatives from either jurisdiction attended, and to date, staff has not received any written comments.

Budget Impact:

There is no immediate impact to the budget.

Council Action Requested:

Staff respectfully recommends that the City Council approve Amendment #13 to the Mason City Unified Urban Renewal Plan.

Attachments:

1. Amendment 13 to the Mason City Unified Urban Renewal Plan
2. Map depicting the added territory
3. Proceedings by Dorsey and Whitney, P.C.



Steven J. Van Steenhuyse
Director of Development Services



Reviewed and Recommend Approval

RESOLUTION NO. 26 -

RESOLUTION TO DECLARE NECESSITY AND ESTABLISH AN URBAN RENEWAL AREA, PURSUANT TO SECTION 403.4 OF THE CODE OF IOWA AND APPROVE URBAN RENEWAL PLAN AMENDMENT NO. 13 FOR THE EXPANDED MASON CITY UNIFIED 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 development 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 resolution previously established the Mason City Unified 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, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the "Property") lying within the description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development area; and

WHEREAS, an amendment ("Amendment No. 13") to the Plan has been prepared which covers the addition of the Property to the Urban Renewal Area; and

WHEREAS, notice of a public hearing by the City Council of the City on the question of amending the plan for the Urban Renewal Area and designating an expanded Urban Renewal Area, pursuant to Chapter 403, Code of Iowa, and the Council has conducted said hearing on May 19, 2026; and

WHEREAS, copies of Amendment No. 13, notice of public hearing and notice of a consultation meeting with respect to Amendment No. 13 were mailed to Cerro Gordo County and the Mason City Community School District; the consultation meeting was held on May 4, 2026; and responses to any comments or recommendations received following the consultation meeting were made as required by law; and

WHEREAS, the Planning and Zoning Commission of the City has considered and commented on the proposed Amendment No. 13; and

WHEREAS, a portion of the Property meets the definition of "agricultural land" under Section 403.17 of the Code of Iowa and, pursuant to said law, consent agreements have been executed by the owners of such Property; and

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

Section 1. An economic development area as defined in Chapter 403 of the Code of Iowa is found to exist in the City on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated as the May, 2026 Addition to the Mason City Unified Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. Amendment No. 13 conforms to the general plan of the municipality as a whole; and

B. The proposed economic development projects and initiatives to be undertaken on the Property 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 Amendment No. 13. Should such issues arise, 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 5. Amendment No. 13, attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved May 19, 2026.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

EXHIBIT A
Legal Description
Expanded Mason City Unified Urban Renewal Area
(May, 2026 Addition)

SOUTHEAST ADDITION:

STARTING AT THE CENTER OF THE WEST SECTION LINE OF SECTION 14, TOWNSHIP 96N, RANGE 20W THENCE EAST ALONG SAID SECTION LINE TO CENTERLINE OF MASON CREEK THENCE SOUTH AND EAST FOLLOWING SAID CENTERLINE TO A POINT 730' EAST OF THE WEST SECTION LINE OF SECTION 14 THENCE SOUTH PARALLELING SAID SECTION LINE TO THE SW ¼ SECTION LINE, THENCE WEST ALONG THE SW ¼ SECTION LINE BACK TO THE WEST SECTION LINE OF 14-96N-20W, CONTAINING 21.3 ACRES MORE OR LESS.

- AND -

THE AREA IN THE SOUTH ½ OF SECTION 14, TOWNSHIP 96N, RANGE 20 W AND LYING EAST AND NORTH OF THE CENTERLINE OF MASON CREEK, CONTAINING 72.2 ACRES MORE OR LESS.

- AND -

THAT PORTION OF THE 19TH STREET SE RIGHT-OF-WAY, BEGINNING AT THE INTERSECTION OF 19TH STREET SE AND SOUTH FEDERAL AVENUE, EXTENDING THE FULL WIDTH OF THE RIGHT-OF-WAY EAST TO THE EASTERN TERMINUS OF 19TH STREET SE AT SOUTH ILLINOIS AVENUE.

- AND -

THAT PORTION OF THE SOUTH KENTUCKY AVENUE RIGHT OF WAY BEGINNING AT THE INTERSECTION OF SOUTH KENTUCKY AVENUE AND 19TH STREET SE, EXTENDING THE FULL WIDTH OF THE RIGHT-OF-WAY SOUTH TO THE SOUTH LINE OF THE NW ¼ OF THE SW ¼ OF SECTION 14, AND THE SOUTH LINE OF THE NE ¼ OF THE SE ¼ OF SECTION 15, OF 14-96N-20W, IN MASON CITY, IOWA

NORTHWEST ADDITION:

PARCEL 1: THE NORTH HALF (N1/2) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 1, TOWNSHIP 96 NORTH, RANGE 21 WEST OF THE 5TH P.M., CERRO GORDO COUNTY, MASON CITY, IOWA, EXCEPT FOR THE NORTH 667.0 FEET OF THE EAST 1320 FEET AND EXCEPT FOR PART OF A PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE N 00°11'00" W, 470.47 FEET ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER; THENCE N 90°00'00" W, 765.5 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 90°00'00" W, 824.05 FEET; THENCE N 45°00'00" W, 403.16 FEET; THENCE N 00°00'00" E, 249.21 FEET; THENCE N 45°00'00" E, 792.23 FEET; THENCE S 90°00'00" E, 249.21 FEET; THENCE S 45°00'00" E, 423.87 FEET; THENCE S 0°00'00" W, 794.76 FEET TO THE POINT OF BEGINNING, AND LOCATED EAST AND SOUTH OF PARCEL "B" AS RECORDED IN BOOK 2001 PAGE 6295 OF THE

CERRO GORDO COUNTY, IOWA, RECORDER'S OFFICE, CONTAINING APPROXIMATELY 23.75 ACRES MORE OR LESS.

- AND -

PARCEL 2: THE NORTH 320.0 FEET OF THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 1, TOWNSHIP 96 NORTH, RANGE 21 WEST OF THE 5TH P.M., CERRO GORDO COUNTY, MASON CITY, IOWA, LOCATED EAST OF A PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE N 00°11'00" W, 470.47 FEET ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER; THENCE N 90°00'00" W, 765.5 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 90°00'00" W, 824.05 FEET; THENCE N 45°00'00" W, 403.16 FEET; THENCE N 00°00'00" E, 249.21 FEET; THENCE N 45°00'00" E, 792.23 FEET; THENCE S 90°00'00" E, 249.21 FEET; THENCE S 45°00'00" E, 423.87 FEET; THENCE S 0°00'00" W, 794.76 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 5.58 ACRES MORE OR LESS.

- AND -

PARCEL 3: THAT PORTION OF NORTH EISENHOWER AVENUE RIGHT-OF-WAY BEGINNING AT THE NORTHEAST CORNER OF PARCEL 1 AS DESCRIBED ABOVE AND INCLUDING THE ENTIRE WIDTH OF SAID RIGHT-OF-WAY, EXTENDING SOUTH TO A LINE EXTENDING ACROSS SAID RIGHT-OF-WAY FROM THE MOST NORTHEASTERLY POINT OF LOT 1 IN THE FAIRGROUNDS FIRST SUBDIVISION IN MASON CITY, IOWA, RECORDED AS DOCUMENT 2012-1546 IN THE RECORDER'S OFFICE OF CERRO GORDO COUNTY.

CITY OF MASON CITY, IOWA

URBAN RENEWAL PLAN AMENDMENT NO. 13
MASON CITY UNIFIED URBAN RENEWAL AREA

May, 2026

The Urban Renewal Plan (the “Plan”) for the Mason City Unified Urban Renewal Area (the “Urban Renewal Area”) in the City of Mason City, Iowa (the “City”) is being amended for the purpose of adding property to the Urban Renewal Area.

1) Addition of Property. By virtue of this Amendment, certain real property (the “Property”) is being added to the Urban Renewal Area as the May, 2026 Addition. The Property is described as follows:

SOUTHEAST ADDITION:

STARTING AT THE CENTER OF THE WEST SECTION LINE OF SECTION 14, TOWNSHIP 96N, RANGE 20W THENCE EAST ALONG SAID SECTION LINE TO CENTERLINE OF MASON CREEK THENCE SOUTH AND EAST FOLLOWING SAID CENTERLINE TO A POINT 730' EAST OF THE WEST SECTION LINE OF SECTION 14 THENCE SOUTH PARALLELING SAID SECTION LINE TO THE SW ¼ SECTION LINE, THENCE WEST ALONG THE SW ¼ SECTION LINE BACK TO THE WEST SECTION LINE OF 14-96N-20W, CONTAINING 21.3 ACRES MORE OR LESS.

- AND -

THE AREA IN THE SOUTH ½ OF SECTION 14, TOWNSHIP 96N, RANGE 20 W AND LYING EAST AND NORTH OF THE CENTERLINE OF MASON CREEK, CONTAINING 72.2 ACRES MORE OR LESS.

- AND -

THAT PORTION OF THE 19TH STREET SE RIGHT-OF-WAY, BEGINNING AT THE INTERSECTION OF 19TH STREET SE AND SOUTH FEDERAL AVENUE, EXTENDING THE FULL WIDTH OF THE RIGHT-OF-WAY EAST TO THE EASTERN TERMINUS OF 19TH STREET SE AT SOUTH ILLINOIS AVENUE.

- AND -

THAT PORTION OF THE SOUTH KENTUCKY AVENUE RIGHT OF WAY BEGINNING AT THE INTERSECTION OF SOUTH KENTUCKY AVENUE AND 19TH STREET SE, EXTENDING THE FULL WIDTH OF THE RIGHT-OF-WAY SOUTH TO THE SOUTH LINE OF THE NW ¼ OF THE SW ¼ OF SECTION 14, AND THE SOUTH LINE OF THE NE ¼ OF THE SE ¼ OF SECTION 15, OF 14-96N-20W, IN MASON CITY, IOWA

NORTHWEST ADDITION:

PARCEL 1: THE NORTH HALF (N1/2) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 1, TOWNSHIP 96 NORTH, RANGE 21 WEST OF THE 5TH P.M., CERRO GORDO COUNTY, MASON CITY, IOWA, EXCEPT FOR THE NORTH 667.0 FEET OF THE EAST 1320 FEET AND EXCEPT FOR PART OF A PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID

SOUTHEAST QUARTER; THENCE N 00°11'00" W, 470.47 FEET ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER; THENCE N 90°00'00" W, 765.5 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 90°00'00" W, 824.05 FEET; THENCE N 45°00'00" W, 403.16 FEET; THENCE N 00°00'00" E, 249.21 FEET; THENCE N 45°00'00" E, 792.23 FEET; THENCE S 90°00'00" E, 249.21 FEET; THENCE S 45°00'00" E, 423.87 FEET; THENCE S 0°00'00" W, 794.76 FEET TO THE POINT OF BEGINNING, AND LOCATED EAST AND SOUTH OF PARCEL "B" AS RECORDED IN BOOK 2001 PAGE 6295 OF THE CERRO GORDO COUNTY, IOWA, RECORDER'S OFFICE, CONTAINING APPROXIMATELY 23.75 ACRES MORE OR LESS.

- AND -

PARCEL 2: THE NORTH 320.0 FEET OF THE SOUTH HALF (S1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 1, TOWNSHIP 96 NORTH, RANGE 21 WEST OF THE 5TH P.M., CERRO GORDO COUNTY, MASON CITY, IOWA, LOCATED EAST OF A PARCEL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE N 00°11'00" W, 470.47 FEET ALONG THE EASTERLY LINE OF SAID SOUTHEAST QUARTER; THENCE N 90°00'00" W, 765.5 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N 90°00'00" W, 824.05 FEET; THENCE N 45°00'00" W, 403.16 FEET; THENCE N 00°00'00" E, 249.21 FEET; THENCE N 45°00'00" E, 792.23 FEET; THENCE S 90°00'00" E, 249.21 FEET; THENCE S 45°00'00" E, 423.87 FEET; THENCE S 0°00'00" W, 794.76 FEET TO THE POINT OF BEGINNING, CONTAINING APPROXIMATELY 5.58 ACRES MORE OR LESS.

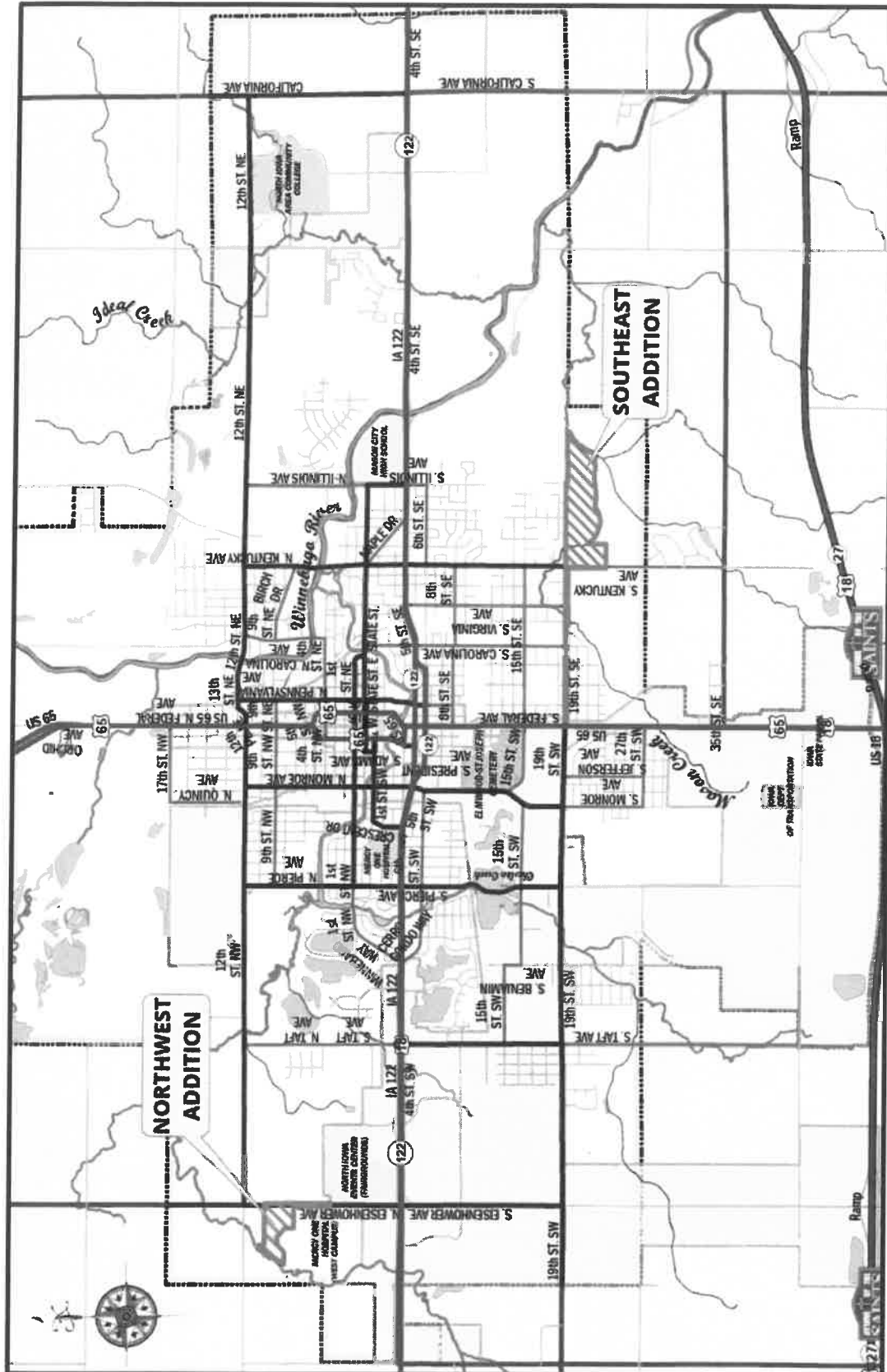
- AND -

PARCEL 3: THAT PORTION OF NORTH EISENHOWER AVENUE RIGHT-OF-WAY BEGINNING AT THE NORTHEAST CORNER OF PARCEL 1 AS DESCRIBED ABOVE AND INCLUDING THE ENTIRE WIDTH OF SAID RIGHT-OF-WAY, EXTENDING SOUTH TO A LINE EXTENDING ACROSS SAID RIGHT-OF-WAY FROM THE MOST NORTHEASTERLY POINT OF LOT 1 IN THE FAIRGROUNDS FIRST SUBDIVISION IN MASON CITY, IOWA, RECORDED AS DOCUMENT 2012-1546 IN THE RECORDER'S OFFICE OF CERRO GORDO COUNTY.

With the adoption of this Amendment, the City will designate the Property as an economic development area. The Property will become subject to the provisions of the Plan for the Urban Renewal Area. It is anticipated that the City will adopt an ordinance providing for the division of property tax revenues, as set forth in Section 403.19 of the Code of Iowa, with respect to a portion of the Property.

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>\$ 68,177,909</u>
Proposed debt to be incurred in area to be added in connection with this May, 2026 Amendment:	<u>\$ -0-</u>



MASON CITY UNIFIED URBAN RENEWAL AREA
AMENDMENT #13 ADDED TERRITORY



**FINANCE
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Finance Director
Date: May 12, 2026
RE: Hold Hearing & Adopt FY26 Budget Amendment #2

Recommendation:

Hold public hearing and adopt amendments to the City's amended budget for FY26.

Review:

The City adopts a budget by April 30 of each year that runs from July 1 of that year through June 30 of the following year. Inevitably, many items work out differently than was planned at budget time, particularly given uncertainties such as the lead times on ordering equipment or the timing of completion of particular capital projects. Additionally, new opportunities arise in the period between adoption of the budget for the next fiscal year and completion of that year.

Under Iowa law (Iowa Code 384.18) the City must amend its budget to include any unplanned expenditures, regardless of whether new revenues exist to cover those costs.

In order to amend the budget, the Council must first approve the publication of a hearing notice, which follows the same guidelines as the annual budget (publication not less than 10 nor more than 20 days before the hearing). The notice was published on May 7 as planned and we are ready for public hearing.

The recommended amendment has a \$3.1 million impact on budgeted expenditures and transfers out, with \$5.1 million in offsetting revenue. Of this expenditure amount, roughly \$1.9 million is related to carryover & authorized capital projects. The amendment actually adds over \$1.9 million to the City's bottom line versus the current budget, because grant revenues from Destination Iowa and the FEMA Stormwater grants are being amended in. Roughly \$2.6 million of the proposed amendment expenditures were previously approved.

The projects & purchases that need your approval following the hearing on the 19th amount to \$488,903.36, which is somewhat less than usual, and does include \$242,404.10 in offsetting revenue. Notes on the reasoning for each item are included in the attachment, but I will further explain some of the main items:

- 1) Arena Contractual- we propose 2 amendments in the total amount of \$115,000 for Multipurpose Arena contractual services for scheduled events and for building maintenance costs related to HVAC issues.
- 2) Streets (Road Use)- we propose 3 amendments in the total amount of \$89,000 for a new phone system, higher than expected equipment maintenance costs, and higher than expected contract snow and mowing expenditures.
- 3) Southbridge Mall- we propose 2 amendments in the total amount of \$65,957.91 for various maintenance expenses including HVAC, door replacement, etc..
- 4) Police- we propose 4 amendments in the total amount of \$64,011.93 for 2 items moved at my request from the FY27 CIP to the current operating budget (rifle optics and ultrasonic gun cleaner), phone software, and for an unanticipated need to replace a fuel tank. These expenditures have offsetting revenue attributable to the PD of \$32,036.18.

I believe these amendments are justified and manageable for the City budget. The City remains in strong financial condition.

Budget Impact:

The overall effect of the amendment is an improvement of \$1.9 million in reserves versus the FY26 budget as amended last in December.

Council Action Requested:

Hold public hearing & adopt FY26 Budget Amendment #2.

Attachments:

Hearing Notice

Detailed Summary of Budget Amendment #2



Brent Hinson, Finance Director



Reviewed and Recommend Approval

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

City of MASON CITY
Fiscal Year July 1, 2025 - June 30, 2026

The City of MASON CITY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026

Meeting Date/Time: 5/19/2026 07:00 PM

Contact: Brent Hinson

Phone: (641) 421-3613

Meeting Location: Mason City Public Library, Mason City Room, 225 2nd Street SE, Mason City, IA 50401

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	17,787,377	23,339	17,810,716
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	17,787,377	23,339	17,810,716
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,620,011	0	2,620,011
Other City Taxes	6	7,823,153	0	7,823,153
Licenses & Permits	7	621,625	4,000	625,625
Use of Money & Property	8	2,359,163	161,000	2,520,163
Intergovernmental	9	15,301,451	3,762,150	19,063,601
Charges for Service	10	22,019,262	77,011	22,096,273
Special Assessments	11	0	0	0
Miscellaneous	12	7,317,233	1,018,430	8,335,663
Other Financing Sources	13	57,463,630	0	57,463,630
Transfers In	14	19,829,303	19,756	19,849,059
Total Revenues & Other Sources	15	153,142,208	5,065,686	158,207,894
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	14,597,963	126,753	14,724,716
Public Works	17	5,133,839	131,382	5,265,221
Health and Social Services	18	298,829	0	298,829
Culture and Recreation	19	4,868,540	56,075	4,924,615
Community and Economic Development	20	4,124,382	273,000	4,397,382
General Government	21	7,810,377	93,342	7,903,719
Debt Service	22	9,108,850	0	9,108,850
Capital Projects	23	24,430,893	1,892,495	26,323,388
Total Government Activities Expenditures	24	70,373,673	2,573,047	72,946,720
Business Type/Enterprise	25	69,975,824	534,229	70,510,053
Total Gov Activities & Business Expenditures	26	140,349,497	3,107,276	143,456,773
Transfers Out	27	19,829,303	19,756	19,849,059
Total Expenditures/Transfers Out	28	160,178,800	3,127,032	163,305,832
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-7,036,592	1,938,654	-5,097,938
Beginning Fund Balance July 1, 2025	30	44,955,566	0	44,955,566
Ending Fund Balance June 30, 2026	31	37,918,974	1,938,654	39,857,628

Explanation of Changes: Adjust budget to allow for carryover capital projects, unanticipated insurance increases, and maintenance increases. Amend in substantial state grant revenues that lagged behind past expenditures.

City of Mason City
FY26 Budget Amendment #2- Second Half
May 2026

Previously Approved Projects & Purchases			Amendment	Offsetting	Other Notes
Description	Department	Function Affected	Amount	Revenue	
Misc XP	City Admin	General Gov't	1,500.00		Tech XP
Prof Services	Finance	General Gov't	3,000.00		Abdo consulting assistance
Equip Rental	HR	General Gov't	3,000.00		UKG Implementation- overlap of FY
Misc XP	City Hall	General Gov't	3,359.80	1,500.00	Charging station fee/higher RV
Equipment	Police	Capital Projects	93,143.13	14,272.46	ACO truck & Fiber project/Reimb
Bldg Renovations	Police	Capital Projects	(73,689.33)		Pay above from leftover bldg funds
Office Equip	Gen Admin	Capital Projects	110,000.00	13,657.63	Comp services & network proj
Prof Services	Park Grounds	Culture & Rec	14,000.00	2,000.00	Snow abatements
Insurance	Airport Admin	Public Works	27,882.04	10,000.00	Gen Ins bill/Bank Int
General Liab	Tort Liability	General Gov't	70,000.00		Property insurance increases
Grant Pymt	City Ad Grants	Comm & ED	80,000.00	80,000.00	Pass-thru of YWCA state grant
Grant Pymt	BuRLS	Comm & ED	175,000.00	7,500.00	Foxtrot grant/Bank Int
Prof Services	RCR Mall	Capital Projects	955,602.05	121,288.62	Theatre & roof replacements/24 GO
Grants	RCR Hotel	Capital Projects	300,000.00	70,000.00	MC Foundation draw 2/Bank Int
				55,946.86	Hotel purchase & wall damage settlement
Monroe RR Cr.	Engineering	Capital Projects	171,000.00	136,800.00	CIP#19-60 completed/RR & DOT Reimb.
HOME Infrastruct.	Engineering	Capital Projects	336,439.20	3,380,409.61	Complete project/Book Dest Iowa grant
				602,410.83	Mountain donation & CG Dest Iowa share
FEMA Grant	Storm Sewer	Enterprise	301,740.00	301,740.00	FEMA study/grant revenues
Prof Services	Sanitation	Enterprise	40,000.00		FY25 Carryover- Automated Collection
Bldg Ins	Golf General	Enterprise	1,274.86		Property insurance increases
Workers Comp	Golf General	Enterprise	601.90		Allocation based on wages
Bldg Ins	Southbridge Mall	Enterprise	4,519.42	6,000.00	Property insurance increases/Bank Int

Previously Approved Expenditures	2,618,373.07	4,803,526.01	Offsetting Revenues- Prev Approved
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Projects & Purchases for Approval			Amendment	Offsetting	
Equipment Maint	Police	Public Safety	20,083.98	7,000.00	Rifle optics- moved from FY27 CIP
Computer Expense	Police	Public Safety	13,000.00		Phone software
Misc XP	Police	Public Safety	16,400.00	20,036.18	Ultrasonic cleaner- moved from FY27 CIP
				5,000.00	Shop with a Cop business donation
Fuel Tank XP	Police	Public Safety	14,527.95	50,000.00	Fuel tank required unexpected repl/Bank Int.
City Share	Civil Defense	Public Safety	2,541.00		Actual EMC bill higher than budget
Gas & Electric	Fire	Public Safety	16,000.00	18,819.62	Higher-than-expected bills/ HazMat RV
Bldg Repairs	Fire	Public Safety	15,000.00	15,000.00	Smaller items not included in main project
M/E Repairs	Fire	Public Safety	12,000.00	12,000.00	Repainting 2315 frame/Credit from MacQueen
Travel & Conf	Bldg Official	Public Safety	2,700.00		Certification class
Refunds	Bldg Official	Public Safety	2,500.00	2,500.00	Permit fees later refunded
Nuisance Abate	Neigh Svcs	Public Safety	12,000.00	7,500.00	Nuisance actions & RV recouped
Office Supp	City Offices	General Gov't	8,000.00	2,067.78	Pitney Bowes mailing machine repl/reimb
Misc XP	Gen Admin	General Gov't	4,482.21	23,339.31	Monies & Credits error/actual RV
Maint Material	Parks	Culture & Rec	23,000.00	6,708.24	Aq Ctr Maint/RV
Misc XP	Playground Prog	Culture & Rec	8,500.00	40,607.97	Playground program/Rec RV
Maint Material	Airport Shop	Public Works	6,000.00	4,500.00	Equip breakdowns/Sale of gas
Maint Material	Airport Landing	Public Works	3,500.00	2,500.00	Rotating beacon replacement/Car rental
Maint Material	Airport Terminal	Public Works	5,000.00	3,000.00	Irrigation system issues/Skywest reimb
Gas & Electric	Cemetery Admin	Culture & Rec	2,200.00		Utility costs
Markers & Benches	Cemetery Admin	Culture & Rec	3,375.00	3,375.00	Monument costs & RV
Bldg Repairs	Transit Transp	Comm & ED	18,000.00	1,800.00	NIACOG charges/Misc RV
Contract Labor	Street General	Public Works	18,000.00		Snow removal & mowing
M/E Supplies	Street Motor Eq	Public Works	50,000.00		Higher repair costs
Bldg Improv	Street Buildings	Public Works	21,000.00		Phone system, etc.
Other Supplies	Rec- Softball Tr.	Culture & Rec	5,000.00	5,000.00	Operating supplies offset by concessions
Maint Material	Golf Grounds	Enterprise	1,650.00	1,650.00	Memorial trees/donation
Bldg Insurance	Ambulance	Enterprise	3,485.31	10,000.00	Higher bill/cover with interest revenue
Bldg Repairs	Arena Buildings	Enterprise	25,000.00		HVAC repairs
Contractual	Arena Buildings	Enterprise	90,000.00		Entertainment, etc.
Bldg Repairs	Southbridge Mall	Enterprise	42,000.00		New doors; fire alarm system; electrical
Prof Svcs	Southbridge Mall	Enterprise	23,957.91		HVAC repairs

Projects & Purchases for Approval	488,903.36	242,404.10	Offsetting Revenue- Proj & Purch for Approval
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Transfers	TRF Out	TRF In	
Description	Amount	Amount	Notes
YTF Donations	8,391.00	8,391.00	Move YTF donations for use in FY27
Cem Bldg Roof	11,365.00	11,365.00	Repair storage bldg roof

New Transfers Out- Proposed	19,756.00	19,756.00	New Transfers In- Proposed
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Expenditures Grand Total for Amendment	3,127,032.43	5,065,686.11	Revenues Grand Total for Amendment
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RESOLUTION NO. 26 –

A RESOLUTION AMENDING THE BUDGET
(AMENDMENT #2) FOR FISCAL YEAR ENDING
JUNE 30, 2026, CITY OF MASON CITY, IOWA

To the Auditor of Cerro Gordo County, Iowa: The Council of the City of Mason City in said County (counties) met on May 19, 2026, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

WHEREAS, the Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced:

RESOLUTION NO. 26 –

A RESOLUTION AMENDING THE BUDGET (AMENDMENT #2)
FOR FISCAL YEAR ENDING JUNE 30, 2026, CITY OF MASON
CITY, IOWA

Section 1: Following notice published May 7, 2026, and the public hearing held May 19, 2026, the current budget is amended as set out in Exhibit A to this Resolution and in the detail by fund type and activity that supports this resolution which was considered at the hearing.

PASSED AND APPROVED this 19th day of May, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGETCity of MASON CITY
Fiscal Year July 1, 2025 - June 30, 2026

The City of MASON CITY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2026

Meeting Date/Time: 5/19/2026 07:00 PM**Contact:** Brent Hinson**Phone:** (641) 421-3613**Meeting Location:** Mason City Public Library, Mason City Room, 225 2nd Street SE, Mason City, IA 50401

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	17,787,377	23,339	17,810,716
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	17,787,377	23,339	17,810,716
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	2,620,011	0	2,620,011
Other City Taxes	6	7,823,153	0	7,823,153
Licenses & Permits	7	621,625	4,000	625,625
Use of Money & Property	8	2,359,163	161,000	2,520,163
Intergovernmental	9	15,301,451	3,762,150	19,063,601
Charges for Service	10	22,019,262	77,011	22,096,273
Special Assessments	11	0	0	0
Miscellaneous	12	7,317,233	1,018,430	8,335,663
Other Financing Sources	13	57,463,630	0	57,463,630
Transfers In	14	19,829,303	19,756	19,849,059
Total Revenues & Other Sources	15	153,142,208	5,065,686	158,207,894
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	14,597,963	126,753	14,724,716
Public Works	17	5,133,839	131,382	5,265,221
Health and Social Services	18	298,829	0	298,829
Culture and Recreation	19	4,868,540	56,075	4,924,615
Community and Economic Development	20	4,124,382	273,000	4,397,382
General Government	21	7,810,377	93,342	7,903,719
Debt Service	22	9,108,850	0	9,108,850
Capital Projects	23	24,430,893	1,892,495	26,323,388
Total Government Activities Expenditures	24	70,373,673	2,573,047	72,946,720
Business Type/Enterprise	25	69,975,824	534,229	70,510,053
Total Gov Activities & Business Expenditures	26	140,349,497	3,107,276	143,456,773
Transfers Out	27	19,829,303	19,756	19,849,059
Total Expenditures/Transfers Out	28	160,178,800	3,127,032	163,305,832
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-7,036,592	1,938,654	-5,097,938
Beginning Fund Balance July 1, 2025	30	44,955,566	0	44,955,566
Ending Fund Balance June 30, 2026	31	37,918,974	1,938,654	39,857,628

Explanation of Changes: Adjust budget to allow for carryover capital projects, unanticipated insurance increases, and maintenance increases. Amend in substantial state grant revenues that lagged behind past expenditures.



**DEVELOPMENT
SERVICES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: May 13, 2026
RE: Public Hearing to Convey Unused Alley at 20 North Kentucky Avenue

Recommendation:

Staff requests that the City Council convene a public hearing to consider conveyance of an unused alley right-of-way to Sandra K. Whitt, Trustee of the Sandra K. Whitt Revocable Trust. Upon closing the hearing, Staff requests that the Council approve the conveyance.

Review:

Sandra Whitt, through a trust in her name, owns a parcel on the west side of North Kentucky Avenue, just north of the 5-way stop at East State, North Kentucky, and Maple Drive. The buildings on this site have been vacant for some time. The driveway from North Kentucky Avenue provides access to the parking area for these buildings, as well as rear parking lots for the Edward Jones office at 956 East State Street and the Nettleton Dental offices at 946 East State Street.

At some point in the past, this driveway was located within a 22-foot-wide alley right-of-way, which was vacated by the City in 1961. We have been unable to find a plat dedicating this alley, but it is shown as vacated on a survey of this area recorded in 2002. A title search of the property has revealed that most of the south 11 feet of this alley was conveyed to the adjoining property owners in 1965 and 1978, but the north 11 feet and a small 22-foot wide portion at the west end was never conveyed.

Cerro Gordo County combined the unconveyed portion with the parcel at 20 North Kentucky Avenue over 20 years ago. Since the unconveyed alley right-

of-way does not show separately on the County maps and records, the City was unaware that the property had never been conveyed. Based on this combination, the owner of 20 North Kentucky Avenue has treated it as part of her property and has paid taxes on it.

The owner of 20 North Kentucky Avenue has requested that the City finally and officially convey the alley so that there is clear title for the entire parcel. There are no utilities within this property and there is no public need for it.

The owner of 20 North Kentucky Avenue has executed an Easement Agreement that protects 946 and 956 East State Street's access to their rear parking areas. A quit claim deed has been drafted to transfer the property to the Whitt Trust. Staff recommends that the alley right-of-way be conveyed to the Sandra K. Whitt Revocable Trust, owner at 20 North Kentucky Avenue. Because the City has been receiving tax revenue for the unconveyed ROW for over 20 years, the City does not need to set a purchase price. The property will be conveyed without cost to the Whitt Trust.

Budget Impact:

There is no impact to the budget resulting from this conveyance.

Council Action Requested:

Staff requests that the City Council approve conveyance of an unused alley right-of-way to Sandra K. Whitt, Trustee of the Sandra K. Whitt Revocable Trust.

Attachments:

1. Map of property to be conveyed
2. Alley conveyance request and easement agreement



Steven J. Van Steenhuyse
Director of Development Services



Reviewed and Recommend Approval



UNCOVERED ALLEY

20 NORTH KENTUCKY AVENUE



Jacquelyn K. Arthur
jarthur@lairdlawfirm.com
Office: 641.423.5154

Legal Assistant:
Katie M. Kiefer | kkiefer@lairdlawfirm.com

April 16, 2026

Aaron Burnett
City Administrator
City of Mason City
10 First Street N.W.
Mason City, Iowa 50401
(SENT BY EMAIL: aburnett@masoncity.net)

Steven J. Van Steenhuyse, AICP
Director of Development Services Department
City of Mason City
10 First Street N.W.
Mason City, Iowa 50401
(SENT BY EMAIL: svansteenhuyse@masoncity.net)

Steven C. Leidinger
Lynch Dallas
316 Second Street S.E. Suite 124
P.O. Box 2457
Cedar Rapids, Iowa 52406-2457
(SENT BY EMAIL: sleidinger@lynchdallas.com)

IN RE: CONVEYANCE OF VACATED ALLEY

Gentlemen:

This is a follow-up to my correspondence dated October 30, 2025.

As you requested, I prepared an Easement for the shared use of the vacated alley by the three affected parcels.

I have attached:

1. Easement Agreement (please note we will have the final signature on April 17, 2026).
2. Proposed Quit Claim Deed.

To refresh your recollection, the City of Mason City approved Ordinance No. 881 on December 4, 1961, which vacated an east-west alley legally described as:

**NORTH 22 FEET OF THE SOUTH 215 FEET OF LOT NO. 2 IN THE
NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 10, TOWNSHIP 96, RANGE 20, WEST OF THE 5TH P.M.**

MASON CITY
641.423.5154

CLEAR LAKE
641.357.7296

CLARION
515.532.2851



lairdlawfirm.com

Portions of the South 11 feet of the alley were conveyed to adjoining property owners as follows:

- A. Quit Claim Deed dated May 4, 1965, and filed May 27, 1965, in Book 124, Page 397; and
- B. Quit Claim Deed dated April 10, 1978, and filed April 14, 1978, in Book 219, Page 415; and
- C. Quit Claim Deed dated April 10, 1978, and filed April 14, 1978, in Book 219, Page 427.

There is no record the City conveyed the North 11 feet of the alley nor a small portion of the South 11 feet on the west end of the former alley.

The North 11 feet and the west end of the South 11 feet of the vacated alley were combined for taxation purposes with the property locally described as 20 North Kentucky Avenue (Parcel No. 07-10-227-008-00) well over 20 years ago.

We are requesting the City convey the following portion of the vacated alley to current titleholder of 20 North Kentucky Avenue (Sandra K. Whitt, Trustee of the Sandra K. Whitt Revocable Trust dated July 12, 2012):

THE NORTH 22 FEET OF THE SOUTH 215 FEET OF LOT NO. 2 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 96 NORTH, RANGE 20, WEST OF THE 5TH P.M., EXCEPT THOSE PORTIONS OF THE VACATED ALLEY CONVEYED BY: (I) QUIT CLAIM DEED DATED MAY 4, 1965, AND FILED MAY 27, 1965, IN BOOK 124, PAGE 397; AND (II) QUIT CLAIM DEED DATED APRIL 10, 1978, AND FILED APRIL 14, 1978, IN BOOK 219, PAGE 415; AND (III) QUIT CLAIM DEED DATED APRIL 10, 1978, AND FILED APRIL 14, 1978, IN BOOK 219, PAGE 427.

As the property has been taxed and maintained as part of 20 North Kentucky Avenue for well over 20 years, we are not contemplating any consideration be paid to the City.

I previously provided copies of:

- A. Copy of Ordinance No. 881;
- B. Copy of Quit Claim Deed filed in Book 124, Page 397;
- C. Copy of Quit Claim Deed filed in Book 219, Page 415; and
- D. Copy of Quit Claim Deed filed in Book 219, Page 427.

Ms. Whitt has agreed to sell 20 N. Kentucky Avenue with closing to occur as soon as possible. We would appreciate you setting this matter for public hearing and approving the conveyance as soon as possible.

April 16, 2026
Page 3

If you have any questions or need further information, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in dark ink, consisting of a large, stylized 'J' followed by a horizontal line extending to the right.

Jacquelyn K. Arthur

Attachments

Copy to:

Gerald M. Stambaugh
Laird Law Firm, PLC
11 4th Street N.E.
P.O. Box 1567
Mason City, Iowa 50402-1567
(HAND DELIVERED)

[https://heinylaw.sharepoint.com/sites/Arthur/Real Estate/zoning/ltrs/whitt.nettleton,4-16-26.docx](https://heinylaw.sharepoint.com/sites/Arthur/Real%20Estate/zoning/ltrs/whitt.nettleton,4-16-26.docx)

Prepared by and return to: Jacquelyn K. Arthur, Laird Law Firm, 11 Fourth Street N.E., P.O. Box 1567, Mason City, Iowa 50402-1567, Telephone: 641-423-5154, Fax: 641-423-5310, Email jarthur@lairdlawfirm.com

**EASEMENT AGREEMENT
REGARDING**

"Parcel 20"

**PARCEL "C" IN LOT TWO (2) IN THE AUDITOR'S PLAT OF NE¼ NE¼ 10-96-20 AS DESCRIBED AND DEPICTED ON THE FEBRUARY 13, 2002 SURVEY FILED FEBRUARY 14, 2002 AS DOCUMENT 2002-1906 IN THE OFFICE OF THE CERRO GORDO COUNTY RECORDER; AND
THE NORTH 22 FEET OF THE SOUTH 215 FEET OF LOT NO. 2 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 96 NORTH, RANGE 20, WEST OF THE 5TH P.M., EXCEPT THOSE PORTIONS OF THE VACATED ALLEY CONVEYED BY: (I) QUIT CLAIM DEED DATED MAY 4, 1965, AND FILED MAY 27, 1965, IN BOOK 124, PAGE 397; AND (II) QUIT CLAIM DEED DATED APRIL 10, 1978, AND FILED APRIL 14, 1978, IN BOOK 219, PAGE 415; AND (III) QUIT CLAIM DEED DATED APRIL 10, 1978, AND FILED APRIL 14, 1978, IN BOOK 219, PAGE 427
(Locally described as 20 North Kentucky Avenue, Mason City, Iowa 50401; Parcel No. 07-10-227-008-00)**

"Parcel 946"

**PART OF LOT TWO (2) IN THE AUDITOR'S SUBDIVISION OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TEN (10) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M., DESCRIBED AS COMMENCING 33 FEET NORTH AND 193.5 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT TWO (2); THENCE NORTH 171 FEET; THENCE WEST 70 FEET; THENCE SOUTH 170.9 FEET; THENCE EAST 70 FEET TO POINT OF BEGINNING; AND
BEGINNING AT A POINT 33 FEET NORTH AND 124.5 FEET WEST OF THE SOUTHEAST CORNER OF LOT TWO (2) IN THE AUDITOR'S PLAT OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TEN (10), TOWNSHIP NINETY-SIX (96)**

NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M., THENCE NORTH 171.1 FEET, THENCE WEST 69.0 FEET, THENCE SOUTH 171.1 FEET, THENCE EAST 69.0 FEET TO THE POINT OF BEGINNING
(Locally known as 946 East State Street, Mason City, IA 50401; Parcel No. 07-10-227-009-00)

“Parcel 956”

A PART OF LOT TWO (2) IN THE SUBDIVISION OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION TEN (10) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 16 FEET WEST AND 33 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT TWO (2), THENCE NORTH A DISTANCE OF 171 FEET, THENCE WEST A DISTANCE OF 108.5 FEET, THENCE SOUTH A DISTANCE OF 171 FEET, MORE OR LESS, TO THE NORTH LINE OF STATE STREET, THENCE EAST ALONG THE NORTH LINE OF STATE STREET 109 FEET TO THE POINT OF BEGINNING
(Locally described as 956 East State Street, Mason City, Iowa 50401; Parcel No. 07-10-227-006-00)

1. **PARTIES IDENTIFIED.** This Agreement is executed between:

“Whitt”	Sandra K Whitt, Trustee of the Sandra K. Whitt Revocable Trust dated July 12, 2012; and
“Nettleton”	Nettleton Dental Building, LLC, an Iowa limited liability company; and
“LG”	LG Properties, LLC, an Iowa limited liability company.
2. **CONSIDERATION.** This Agreement is executed for good and valuable consideration, the receipt and sufficiency of which are acknowledged.
3. **BACKGROUND AND PROPERTIES IDENTIFIED.**
 - A. Whitt owns a portion Parcel 20 (Parcel C) and, upon conveyance by the City of Mason City, Iowa, will own the balance of Parcel 20 (vacated alley).
 - B. Nettleton is the equitable titleholder of Parcel 946.
 - C. LG owns Parcel 956.
 - D. Parcel 20 lies directly north of Parcel 946 and Parcel 956.
 - E. Parcel 956 is improved with a parking area that abuts Parcel 20.
 - F. Parcel 946 is improved with a parking area that abuts Parcel 20.
 - G. There is a driveway approach adjacent to Parcel 20 and Parcel 956 that provides

the Parcels with access to North Kentucky Avenue, a public street.

H. Access to the parking areas on Parcel 946 and Parcel 956 is through Parcel 20.

4. **ACCESS EASEMENT.** Whitt hereby grants, conveys, creates, and establishes an access easement for purposes of ingress and egress to Parcel 946 and Parcel 956 upon, through, and across the south 11 feet of the east 248 feet of Parcel 20, upon the terms and conditions that follow:

- A. This easement is nonexclusive.
- B. This easement may be used for the benefit of the Parcels for purposes of ingress and egress.
- C. To the extent possible, the established driveway and approach providing access to North Kentucky Avenue will be used within the easement area.
- D. No person shall allow a vehicle or other object to be placed or be parked in such a fashion as to deny access to North Kentucky Avenue.
- E. No person shall allow a vehicle or other object to be placed or be parked in such a fashion as to deny access to a Parcel.
- F. The owners of Parcel 946 shall be responsible for the maintenance, including snow and ice removal, and minor repairs (such as, but not limited to, filling potholes) of this easement area.

A Party desiring improvements beyond minor repairs in the area of this easement is responsible for expenses related to the improvements.

- G. No party shall install a fence or a gate along or within the area of this easement if it will impair or inhibit the use of this easement.
- H. This easement is permanent and perpetual and is a covenant running with the land.

5. **STATUS QUO.** After any entry on to a Parcel for the performance of any work, the Parcel shall be put back into the condition that existed prior to such entry.

6. **OBLIGATIONS TO DEAL FAIRLY.** There is imposed upon the owners of the Parcels an obligation to deal fairly and in good faith with one another.

7. **DEFAULT, LIEN AND REMEDIES.** In the event the owner of a Parcel remains in default:

- i. for that owner's share of expenses or costs, or
- ii. in performing any other obligation under this Agreement,

for more than thirty (30) days after written notice of such default, then:

- A. The owner of one of the other Parcels may file an affidavit with the Recorder of Cerro Gordo County specifying the nature of the default. Upon the filing of such affidavit, any amount stated in the affidavit shall constitute a lien against the Parcel owned by the party in default. Such lien shall be enforceable as provided by law; or
- B. The owner of one of the other Parcels may sue for injunctive relief; or
- C. The owner of one of the other Parcels may sue for damages; or
- D. The owner of one of the other Parcels may sue for specific performance; or
- E. The owner of one of the other Parcels may exercise such other remedy or remedies as may be available under the law.

The remedies shall not be construed as mutually exclusive but may be exercised in any combination. The foregoing shall not limit or restrict a remedy permitted by law or by this Agreement in favor of an owner in the event of any emergency.

8. **CONSENT OF LENDERS.** First Citizen Bank as mortgagee of Parcel 956 and Parcel 946 consents to this Agreement.

Gary D. Hoffman and Carole B. Hoffman, a married couple, and Michael J. Nettleton and Mary A. Nettleton, a married couple, as contract vendors and legal titleholders of Parcel 946 consent to and join in this Agreement.

9. **NOTICE.** Any notice required or permitted to be given under this Agreement will be sufficient if in writing and personally delivered, or sent by certified mail, postage prepaid, to the last known mailing address of the owners of a Parcel. Refusal or failure to accept or "receipt" for mail shall constitute notice. A party changing an address shall promptly give notice of the change to the other parties

10. **BINDING EFFECT.** This Agreement is binding upon and inures to the benefit of successors and assigns.

11. **CAPTIONS.** Captions are for convenience and shall not affect interpretation.

12. **GOVERNING LAW.** This agreement shall be governed by the laws of Iowa.

13. **WAIVER.** A waiver of any breach shall not be considered to be a waiver of any other or subsequent breach.

14. **EXECUTION.** This Agreement is executed upon separate signature pages and is effective when both parties have signed, whether on the same or separate copies of this Agreement.

The balance of this page is intentionally left blank.

[https://heinylaw.sharepoint.com/sites/Arthur/Real Estate/easement/access.nettleton.whitt.lg.1-20-26.doc](https://heinylaw.sharepoint.com/sites/Arthur/Real%20Estate/easement/access.nettleton.whitt.lg.1-20-26.doc)

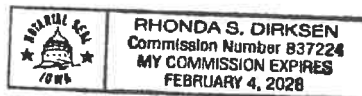
SIGNATURE PAGE OF WHITT
TO
EASEMENT AGREEMENT
REGARDING
20 NORTH KENTUCKY AVENUE, MASON CITY, IOWA 50401 (PARCEL NO. 07-10-227-008-00)
AND
946 EAST STATE STREET, MASON CITY, IA 50401 (PARCEL NO. 07-10-227-009-00)
AND
956 EAST STATE STREET, MASON CITY, IOWA 50401; PARCEL NO. 07-10-227-006-00)

"Whitt"

Sandra K. Whitt Trustee Dated: 2-12-26
Sandra K. Whitt, Trustee
Sandra K. Whitt Revocable Trust dated July 12, 2012

STATE OF IOWA, COUNTY OF Cerro Gordo, ss:

On this 12th day of February, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **Sandra K. Whitt, Trustee of the Sandra K. Whitt Revocable Trust dated July 12, 2012**, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she, as Trustee, executed the same as the voluntary act and deed of such Trustee and of said Trust.



Rhonda S. Dirksen
Notary Public in and for said State

SIGNATURE PAGE OF NETTLETON
TO
EASEMENT AGREEMENT
REGARDING
20 NORTH KENTUCKY AVENUE, MASON CITY, IOWA 50401(PARCEL NO. 07-10-227-008-00)
AND
946 EAST STATE STREET, MASON CITY, IA 50401 (PARCEL NO. 07-10-227-009-00)
AND
956 EAST STATE STREET, MASON CITY, IOWA 50401; PARCEL NO. 07-10-227-006-00)

“Nettleton”

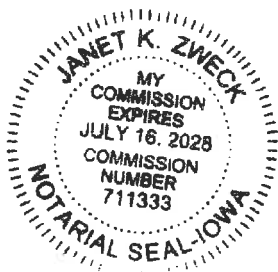
Nettleton Dental Building, LLC

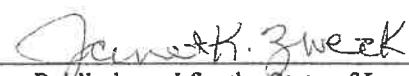
By: 
Nathan J. Hehr, Manager

Dated: 4-9-2021

STATE OF IOWA, COUNTY OF Cerro Gordo, ss:

On this 9th day of April, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **Nathan J. Hehr**, to me personally known, who being by me duly sworn, did say that he is the Manager of **Nettleton Dental Building, LLC**, executing the within and foregoing instrument; that said instrument was signed on behalf of **Nettleton Dental Building, LLC**, by authority of its Managers and Members; and that **Nathan J. Hehr** as 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.

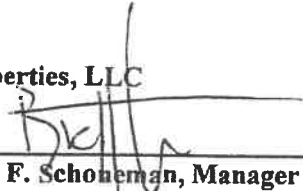



Notary Public in and for the State of Iowa

**SIGNATURE PAGE OF LG
TO
EASEMENT AGREEMENT
REGARDING
20 NORTH KENTUCKY AVENUE, MASON CITY, IOWA 50401(PARCEL NO. 07-10-227-008-00)
AND
946 EAST STATE STREET, MASON CITY, IA 50401 (PARCEL NO. 07-10-227-009-00)
AND
956 EAST STATE STREET, MASON CITY, IOWA 50401; PARCEL NO. 07-10-227-006-00)**

"LG"

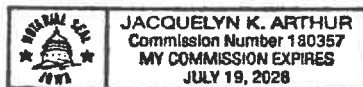
LG Properties, LLC

By: 
Brett F. Schoneman, Manager

Dated: 2-26-2026

STATE OF IOWA, COUNTY OF Cerro Gordo, ss:

On this 26TH day of FEBRUARY, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **Brett F. Schoneman**, to me personally known, who being by me duly sworn, did say that he is the Manager of **LG Properties, LLC**, executing the within and foregoing instrument; that said instrument was signed on behalf of **LG Properties, LLC**, by authority of its Managers and Members; and that **Brett F. Schoneman** as 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 the State of Iowa

**SIGNATURE PAGE OF FIRST CITIZENS BANK
TO
EASEMENT AGREEMENT
REGARDING
20 NORTH KENTUCKY AVENUE, MASON CITY, IOWA 50401(PARCEL NO. 07-10-227-008-00)
AND
946 EAST STATE STREET, MASON CITY, IA 50401 (PARCEL NO. 07-10-227-009-00)
AND
956 EAST STATE STREET, MASON CITY, IOWA 50401; PARCEL NO. 07-10-227-006-00)**

First Citizens Bank, as Mortgagee of Parcel 946 and Parcel 956, hereby consents to this Easement Agreement.

First Citizens Bank

By: _____ **Dated:** _____

(Print Name and Title)

STATE OF IOWA, CERRO GORDO COUNTY, ss:

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ to me personally known, who, being by me duly sworn, did say that he/she is a _____ of said corporation executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said _____ as such officer acknowledges the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him/her voluntarily executed.

Notary Public in and for said State

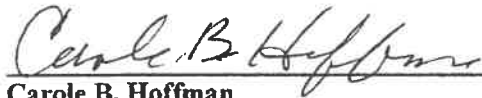
**SIGNATURE PAGE OF CONTRACT VENDORS
TO
EASEMENT AGREEMENT
REGARDING
20 NORTH KENTUCKY AVENUE, MASON CITY, IOWA 50401(PARCEL NO. 07-10-227-008-00)
AND
946 EAST STATE STREET, MASON CITY, IA 50401 (PARCEL NO. 07-10-227-009-00)
AND
956 EAST STATE STREET, MASON CITY, IOWA 50401; PARCEL NO. 07-10-227-006-00)**

Gary D. Hoffman and Carole B. Hoffman, legal titleholders and contract vendors of Parcel 946, hereby consent to and join in this Easement Agreement.



Gary D. Hoffman

Dated: 4-13-26



Carole B. Hoffman

Dated: 4-13-26

STATE OF IOWA, COUNTY OF Cerro Gordo, ss:

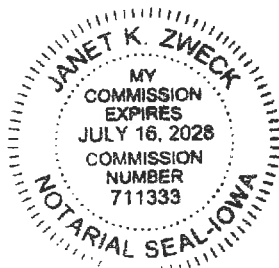
On this 13th day of April, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **Gary D. Hoffman, spouse of Carole B. Hoffman**, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

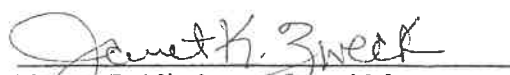



Notary Public in and for said State

STATE OF IOWA, COUNTY OF Cerro Gordo, ss:

On this 13th day of April, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **Carole B. Hoffman, spouse of Gary D. Hoffman**, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.



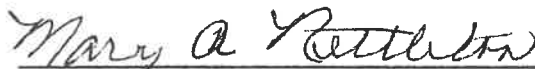

Notary Public in and for said State

**SIGNATURE PAGE OF CONTRACT VENDORS
TO
EASEMENT AGREEMENT
REGARDING
20 NORTH KENTUCKY AVENUE, MASON CITY, IOWA 50401 (PARCEL NO. 07-10-227-008-00)
AND
946 EAST STATE STREET, MASON CITY, IA 50401 (PARCEL NO. 07-10-227-009-00)
AND
956 EAST STATE STREET, MASON CITY, IOWA 50401; PARCEL NO. 07-10-227-006-00)**

Michael J. Nettleton and Mary A. Nettleton, legal titleholders and contract vendors of Parcel 946, hereby consent to and join in this Easement Agreement.


Michael J. Nettleton

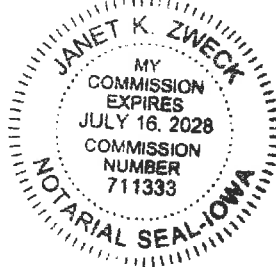
Dated: 4-9-2026


Mary A. Nettleton

Dated: 4-9-26

STATE OF IOWA, COUNTY OF Cerro Gordo, ss:

On this 9th day of April, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **Michael J. Nettleton, spouse of Mary A. Nettleton**, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

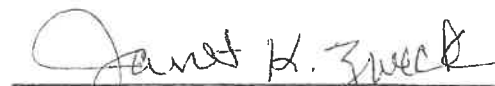



Notary Public in and for said State

STATE OF IOWA, COUNTY OF Cerro Gordo, ss:

On this 9th day of April, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared **Michael J. Nettleton, spouse of Mary A. Nettleton**, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.




Notary Public in and for said State

Prepared by: Jacquelyn K. Arthur, Laird Law Firm, PLC, 11 Fourth Street N.E., P.O. Box 1567, Mason City, Iowa 50402-1567, Telephone: 641-423-5154, Fax: 641-423-5310, Email jarthur@lairdlawfirm.com

Send Tax Statements to: Sandra K. Whitt, Trustee, 1511 North Carolina Avenue, Mason City, Iowa 50401

Return Document to: Jacquelyn K. Arthur, Laird Law Firm, PLC, 11 Fourth Street N.E., P.O. Box 1567, Mason City, Iowa 50402-1567, Telephone: 641-423-5154, Fax: 641-423-5310, Email jarthur@lairdlawfirm.com

QUIT CLAIM DEED

For the consideration of One (\$1.00) Dollar(s) and other valuable consideration,

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

does hereby quit claim to

Sandra K. Whitt, Trustee of the Sandra K. Whitt Revocable Trust dated July 12, 2012,

the following described real estate in Cerro Gordo County, Iowa:

THE NORTH 22 FEET OF THE SOUTH 215 FEET OF LOT NO. 2 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 96 NORTH, RANGE 20, WEST OF THE 5TH P.M., EXCEPT THOSE PORTIONS OF THE VACATED ALLEY CONVEYED BY: (I) QUIT CLAIM DEED DATED MAY 4, 1965, AND FILED MAY 27, 1965, IN BOOK 124, PAGE 397; AND (II) QUIT CLAIM DEED DATED APRIL 10, 1978, AND FILED APRIL 14, 1978, IN BOOK 219, PAGE 415; AND (III) QUIT CLAIM DEED DATED APRIL 10, 1978, AND FILED APRIL 14, 1978, IN BOOK 219, PAGE 427

This conveyance is exempt from the imposition of real estate transfer tax pursuant to Iowa Code section 428A.2 (6) and (21) (2025) and is relieved from the requirement to be accompanied by a Declaration of Value Statement pursuant to Iowa Code section 428A.1 (2) and relieved from the requirement to be accompanied by a Groundwater Hazard Statement pursuant to Iowa Code section 558.69 (1).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

City of Mason City, Iowa

By: _____ Dated: _____
John Lee, Mayor

By: _____ Dated: _____
Aaron Burnett, City Clerk

STATE OF IOWA, CERRO GORDO COUNTY, 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

<https://heinylaw.sharepoint.com/sites/Arthur/Shared Documents/deeds/govt/mason city.whitt.doc>

RESOLUTION NO. 26 -

A RESOLUTION AUTHORIZING CONVEYANCE AND ISSUANCE OF QUIT CLAIM DEED OF PREVIOUSLY VACATED PUBLIC PROPERTY TO SANDRA K. WHITT, TRUSTEE OF THE SANDRA K. WHITT REVOCABLE TRUST LOCATED IN 10-96-20 AS SET OUT IN THIS RESOLUTION BELOW

WHEREAS, the City Council desires to convey a previously vacated alley to Sandra K. Whitt, Trustee of the Sandra K. Whitt Revocable Trust, and

WHEREAS, the City Council held a public hearing on the 19th day of May, 2026 on the proposed conveyance of previously vacated public property.

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

Section 1: That the City Council of the City of Mason City, Iowa, does hereby authorize conveyance and issuance of a Quit Claim Deed of previously vacated public property legally described as follows:

To: Sandra K. Whitt, Trustee of the Sandra K. Whitt, Trustee of the Sandra K. Whitt Revocable Trust

Legal Description:

THE NORTH 22 FEET OF THE SOUTH 215 FEET OF LOT NO. 2 IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 96 NORTH, RANGE 20, WEST OF THE 5TH P.M., EXCEPT THOSE PORTIONS OF THE VACATED ALLEY CONVEYED BY: (I) QUIT CLAIM DEED DATED MAY 4, 1965, AND FILED MAY 27, 1965, IN BOOK 124, PAGE 397; AND (II) QUIT CLAIM DEED DATED APRIL 10, 1978, AND FILED APRIL 14, 1978, IN BOOK 219, PAGE 415; AND (III) QUIT CLAIM DEED DATED APRIL 10, 1978, AND FILED APRIL 14, 1978, IN BOOK 219, PAGE 427

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

PASSED AND APPROVED, this 19th day of May, 2026.

Bill Schickel, 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: May 12, 2026

RE: a) Rezoning from Z2 Sub-Urban District (17.7 acres) to Z3 General Urban District, subject to a conditional zoning agreement (FINAL)

b) Resolution Supporting an Application for Workforce Housing Tax Credits

c) Resolution authorizing approval and execution of a Rezoning Agreement

Recommendation:

a) Rezoning:

This case is similar to a request by the same applicants for the same property in April 2025. That case and its decision will be discussed in detail below. This request differs from last year in that the current application is subject to a conditional rezoning agreement submitted by the applicant.

The Planning and Zoning Commission conducted a public hearing on the requested rezoning on March 10, 2026. Minutes from the P&Z meeting are in the packet. Staff presented a graphic of the improvements planned for this spring at the 19th Street SW/South Taft Avenue intersection, showing speed reduction, improved traffic flow, and protected left turn lanes. At the public hearing, seven citizens expressed opposition to the proposed rezoning. The Commission voted 5-0 to recommend approval of the rezoning, subject to the submitted Zoning Agreement. ***Staff concurs and recommends approval of the rezoning, subject to the Zoning Agreement, on final consideration.***

On April 20, Staff received a petition from surrounding owners opposing the rezoning. Staff has determined that the petitioners represent the ownership of 20 percent of the land within 200 feet of the land proposed for rezoning.

Therefore, a supermajority vote of the Council (five of six votes) is required to approve the request. If the vote is less than a supermajority at any of the three considerations of the rezoning ordinance, the rezoning is denied.

The City Council held a public hearing on the rezoning during its April 21, 2026, meeting. Other than a representative of the applicants, no one from the public spoke for or against the proposal. The Council voted 6-0 to approve the rezoning on first consideration, subject to the rezoning agreement. At the May 5, 2026, meeting, the Council voted 6-0 to approve the rezoning on second consideration. There were no additional comments during the public forum on this item.

Background

The applicants request rezoning of the 17.7-acre property from Z2 Sub-Urban District to Z3 General Urban District. The property consists of seven parcels; Legacy owns the northern five parcels, and Black Dolphin owns the southern two parcels. This application is accompanied by a Zoning Agreement submitted and signed by both applicants.

2025 Rezoning Request: In March 2025, the Development Review Committee considered a concept for a three-story, 53-unit, high-end apartment building on the southern two parcels of the Legacy property, north of the Black Dolphin properties. Access would be via a driveway extending west from South Harding Avenue. No development plans were proposed for the remainder of the Legacy and Black Dolphin properties. The large parcel on the north is bisected by a 15-foot storm sewer easement that severely restricts development of that property.

On April 8, 2025, the P&Z held a public hearing on the request by Legacy and Black Dolphin to rezone the area from Z2 (Sub-Urban) to Z3 (General Urban). The applicants did not provide a conditional rezoning agreement. Neighbors from the adjacent Fairways and South Central Heights developments opposed the request, citing concerns about traffic, safety, and the broad range of uses permitted in Z3 (e.g., gas stations/convenience stores). Questions also arose about potential development on the northern portion of the property. After the hearing, the Commission voted 4-1 to recommend approval.

On May 20, 2025, City Council held a public hearing on the rezoning. A valid protest petition was submitted – signed by owners of at least 20% of the land within 200 feet as required, per State law, thus requiring a supermajority vote of the Council (5 of 6 votes) for approval. After the hearing, Council approved the rezoning on first consideration by a 5-1 vote.

On second consideration at the June 3, 2025, meeting, the rezoning failed on a 4-2 vote. Several Council members expressed concern that while multi-family development might not harm the neighborhood, the full range of Z3 uses – particularly on the northern portion where no development was initially proposed – could negatively impact the area.

The Zoning Ordinance (Section 12-4-2.O) prohibits resubmitting an application for the same property within six months of denial. Since the City Council's denial occurred more than six months ago the applicants were able to resubmit a rezoning application for the same property and zoning classification. Because the property and surrounding conditions have remained unchanged since June 2025, the following analysis is nearly identical to the one the Council considered in April of last year. The key difference is that this application includes a conditional rezoning agreement.

Analysis

Property Description: This property is mostly vacant; the three Legacy parcels have been used for crop farming. A major storm sewer connector within a 15-foot easement runs diagonally from the northwest to the southeast over the northern parcel and extends south through the eastern portions of the remaining parcels. The southern Black Dolphin parcel contains a single-family house with frontage on South Harding Avenue. The north Black Dolphin parcel is 50 feet wide and could be part of a street extension connecting Country Club Drive to South Harding Avenue; however, the owners are not considering a connection at this time.

Surrounding Land Use and Zoning: A strip of Z3-zoned property extends along both sides of 19th Street SW from South Taft Avenue westward to the centerline of South Harding Avenue. This area includes a convenience store, a multiple flats building, a mixed-use block, a freestanding house with accessory structures, and the Iowa Traction railroad line. Surrounding areas to the north, northwest, west, southwest, east, and southeast are zoned Z2 (Sub-Urban District) and developed with single-family homes in an edgeyard disposition. The area directly south is zoned Z7-6 (Golf Course Development) and contains the maintenance building for the Legacy Golf Course at the Nineteen.

Current Zoning: The purpose of the Z2 Sub-Urban Zoning District is to provide space for a limited range of primarily residential lot sizes, limited neighborhood commercial uses, and public park spaces in areas planned as walkable neighborhoods that are served, or will soon be served, by a full range of public services (Section 12-10-2). The predominant land use in the Z2 District is single-family freestanding houses, but duplexes and townhomes are also allowed. The

attached Zoning Form and Function Table (Section 12-8-2, Table 2) lists the permitted and conditional uses in all of the zoning districts.

Rezoning from Z2 to Z3: The purpose of the Z3 General Urban Zoning District is to provide a range of residential lot sizes to support a mix of residential building types at medium densities with corner offices, corner stores, parks, and playgrounds organized in walkable neighborhoods interconnected by landscaped streets and sidewalks (Section 12-11-1).

According to the Zoning Form and Function Table, the Z3 District allows the same residential functions as the current Z2 zoning (including single-family freestanding houses, duplexes, and townhomes) but also allows higher-density residential development such as multiple flats (apartment and condominium buildings) and live-work buildings. Some limited, low-intensity commercial uses can be established, such as a corner office or corner store, or a small box development after review by the P&Z.

Conditional Rezoning Agreement: As noted above, the applicants have submitted a conditional rezoning agreement (labeled as a "Zoning Agreement"), signed by both applicants and property owners. The Zoning Agreement submitted by the applicants has two major conditions:

1. Gas station and convenience store uses are prohibited.
2. A greenbelt must be provided along the east and west sides of the property where it borders existing residential development.

If the rezoning is approved, the owners (including future owners) will be bound by these conditions when developing all of the property. Since one of the concerns expressed by neighboring owners was the possibility of a Kwik Star-style gas station/convenience store business, the applicant is prohibiting this function if the rezoning is approved. There was also concern about the aesthetic impact of an apartment building on the existing single-family neighborhoods. The Zoning Agreement attempts to address this by requiring a landscaped buffer on the east and west sides of the property where it abuts existing residential development.

Comprehensive Plan: Iowa law requires that any rezoning be in accordance with the jurisdiction's Comprehensive Plan. Staff believes that the rezoning request is in accordance with the North Iowa Corridor Joint Comprehensive Plan. The Plan's Future Land Use Map (Figure 3.3) identifies the area as "Low Intensity." Low Intensity is described as:

- Areas with low-intensity development on urban services.

- Compared to denser areas, lower intensity areas have more space and separation of uses but still encourage efficient transportation and walkable environments.
- Low-intensity areas can include a horizontal mix of primarily residential with accessory uses and non-residential uses at compatible lower densities and scales.
- Uses might include detached residential units, duplexes/attached units, small lot residential, accessory dwelling units, civic functions, parks, and limited personal services.

The goals of the low-intensity area are to:

- Conserve general neighborhood character.
- Allow establishment of new inclusive neighborhoods with non-residential uses that primarily serve neighborhood residents.
- High level of internal mobility, connectivity, and links to surrounding development.

The form and compatibility guidelines for the low-intensity area include:

- Any new development should remain contiguous to existing development.
- Densities should be higher at transition points with other more intense uses or designations.
- Developments should provide connectivity within and between developments for motorists and pedestrians.
- Traffic and higher intensity uses should be directed away from these areas and along major thoroughfares.

The Comprehensive Plan also establishes a Southwest Growth Area (page 90). Mason City Policy 1 is to balance the effects of industrial uses in the Southwest Growth Area. The goals and objectives for this area include:

- Expand business and industrial enterprise opportunities.
- Encourage new infill neighborhood growth around community amenities.
- Accommodate various housing types and arrangements different from others in Mason City.
- Conserve and preserve natural features.
- Connect infill development opportunities.

The Plan's subarea concept for the west side of Central Heights appears on Page 90. It indicates that this area can support medium-density development, such as the proposed multiple flats form. These concepts are illustrative only – they provide general guidance on possible building forms, uses, and locations for

future development, but do not impose specific requirements or designate fixed development sites. Some concepts were prepared without consideration of existing utility infrastructure, floodplains, or other site-specific constraints.

Additional support for the rezoning can be found in Mason City Policy 3: target neighborhoods and corridors to pursue infill development and connectivity. The policy is found on page 94 of the Plan and reads: "There are many areas for development on vacant lots to help meet needs for housing and business growth." This property is vacant and the presence of a large storm sewer main through the property makes development a challenge.

Spot Zoning: Spot zoning occurs when a property's zoning classification conflicts with the Comprehensive Plan and prevailing surrounding development patterns, typically to benefit only a small area or limited number of owners rather than the broader community. It most commonly arises when a single property is rezoned to a use or density unlike that of adjacent properties. Courts generally invalidate rezonings found to constitute spot zoning. The strongest defense against a spot-zoning claim is clear alignment with the Comprehensive Plan and proof that the change serves the public interest. In this case, the proposed rezoning extends the existing Z3 district. Staff concludes that this request is consistent with the Comprehensive Plan and does not constitute spot zoning.

b) Resolution Supporting an Application for Workforce Housing Tax Credits:

The developers intend to apply to the Iowa Economic Development Authority for Workforce Housing Tax Credits. With the approval of the rezoning, the property meets an IEDA requirement that proposed developments are compliant with zoning. In addition, the program requires the City to participate with a minimum commitment of \$1,000 per unit.

The developers propose a 53-unit apartment building. This property is proposed to be added to the West Mason City Housing Focus Area via an amendment to the Urban Revitalization Plan. Upon adoption of that amendment, the property will be eligible for a 10-year, 100% abatement of City taxes. The value of this abatement over its 10-year period will greatly exceed the minimum City participation of \$1,000 per unit.

Staff recommends approval of the Resolution supporting the application for Workforce Housing Tax Credits.

c) Resolution Authorizing Approval and Execution of a Rezoning Agreement:

This resolution approves the Rezoning Agreement described above and authorizes its execution. Staff recommends approval.

Budget Impact:

There is no impact to the operating budget resulting from this request. If the rezoning is approved, there will be increased property tax revenue from the development of the properties.

Council Action Requested:

- a) Staff requests that the City Council approve the rezoning request on final consideration (FINAL).
- b) Staff requests approval of the Resolution supporting the application for Workforce Housing Tax Credits.
- c) Staff requests approval of the Resolution approving and authorizing execution of the Rezoning Agreement

Attachments:

- 1. Map of proposed rezoning
- 2. Map showing existing zoning
- 3. Section 12-8-2 Table 2, Form and Function Table
- 4. Rezoning Agreement
- 5. Planning and Zoning Commission Minutes, 3/10/26
- 6. Resolution of Support for a Workforce Housing Tax Credit Application
- 7. Resolution Approving and Authorizing Execution of the Rezoning Agreement



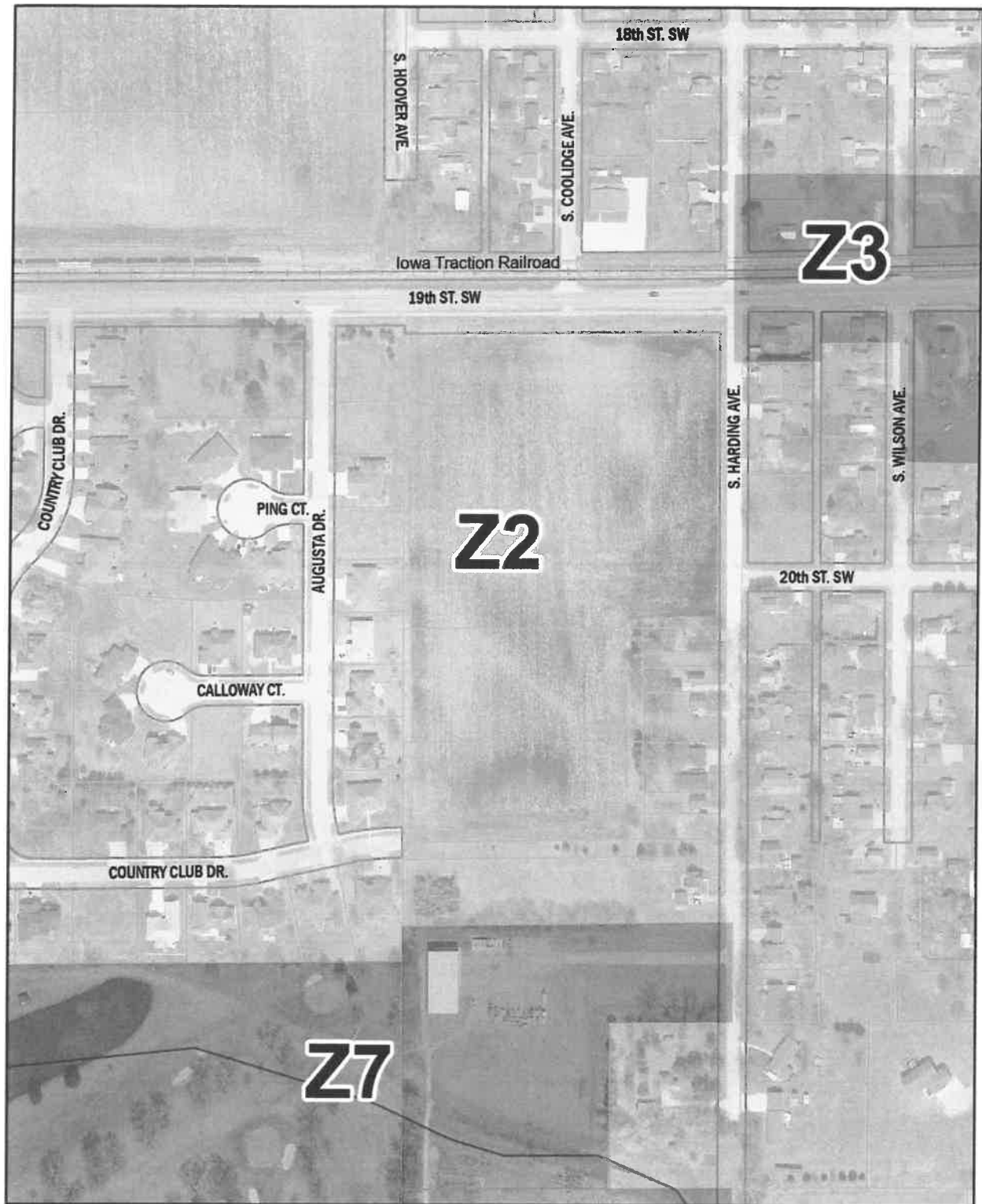
Steven J. Van Steenhuyse
Director of Development Services



Reviewed and Recommend Approval



Property proposed for rezoning from Z2 Sub-Urban District to Z3 General Urban District



**LEGACY GOLF COURSE AT THE 19, LLC &
BLACK DOLPHIN, LLC**

EXISTING ZONING

Zoning Districts

- Z2 Sub-Urban District
- Z3 General Urban District
- Z7 Specific Use District

**12-8-2 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.

	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	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	

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.

ORDINANCE NO. 26 – 11

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 Z2 SUB-URBAN DISTRICT (17.7 ACRES) TO Z3 GENERAL URBAN DISTRICT 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 March 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 21st day of April, 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 Z2 Sub-Urban District to Z3 General Urban District legally described as follows:

Legal Description:

LOT ONE (1) IN THE AUDITOR'S SUBDIVISION OF THE EAST HALF (E½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION EIGHTEEN (18), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M.

AND

LOT TWO (2), EXCEPT THE EAST 150 FEET OF THE SOUTH 149 FEET AND THE EAST 150 FEET OF THE NORTH 50 FEET THEREOF, AND LOT THREE (3), EXCEPT THE EAST 150 FEET AND THE SOUTH 34 FEET THEREOF, ALL IN THE AUDITOR'S SUBDIVISION OF THE EAST HALF (E½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION EIGHTEEN (18) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M.

AND

BEGINNING AT THE NORTHEAST CORNER OF LOT TWO (2) IN THE AUDITOR'S SUBDIVISION OF THE EAST HALF (E½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION EIGHTEEN (18) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M., THENCE WEST 150 FEET, THENCE SOUTH 50 FEET, THENCE EAST 150 FEET, THENCE NORTH 50 FEET TO THE POINT OF BEGINNING.

AND

A STRIP OF LAND EIGHT (8) RODS WIDE OFF THE NORTH SIDE OF LOT FOUR (4) AND THE SOUTH THIRTY-FOUR (34) FEET OF LOT THREE (3) IN AUDITOR'S SUBDIVISION OF THE EAST HALF (E½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION EIGHTEEN (18) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M.

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 19th day of May, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

1st Consideration: April 21, 2026
2nd Consideration: May 5, 2026
3rd Consideration: May 19, 2026

RESOLUTION NO. 26 –

A RESOLUTION AUTHORIZING APPROVAL AND EXECUTION OF A ZONING AGREEMENT BETWEEN THE CITY OF MASON CITY, LEGACY GOLF COURSE AT THE NINETEEN, LLC AND BLACK DOLPHIN LLC

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

Section 1: That the Zoning Agreement between the City of Mason City, Legacy Golf Course at the Nineteen, LLC and Black Dolphin LLC described in the attachment, 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 19th day of May, 2026

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

Prepared by: John W. Hofmeyer IV, Arenson Hofmeyer PC, 425 Second Street SE, Suite 900, Cedar Rapids, Iowa 52401, 319.400.8785

Return to: City of Mason City, Iowa, 10 151 Street N.W., Mason City, Iowa 50401

ZONING AGREEMENT REGARDING

Parcel ID 071842600100 (9.56 acres)

Number: 2023-4758; BK: 2023 PG: 4758; Recorded: 9/15/2023

LOT ONE (1) IN THE AUDITOR'S SUBDIVISION OF THE EAST HALF (E ½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION EIGHTEEN (18), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M.

Parcel ID 071842600200 (2.53 acres) and **Parcel ID 071842600300** (2.16 acres) and **Parcel ID 071842600500** (0.10 acres)

Number: 2023-3274; BK: 2023 PG: 3274; Recorded: 7/5/2023

LOT TWO (2), EXCEPT THE EAST 150 FEET OF THE SOUTH 149 FEET AND THE EAST 150 FEET OF THE NORTH 50 FEET THEREOF, AND LOT THREE (3), EXCEPT THE EAST 150 FEET AND THE SOUTH 34 FEET THEREOF, ALL IN THE AUDITOR'S SUBDIVISION OF THE EAST HALF (E½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION EIGHTEEN (18) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M.

Parcel ID 071842600400 (0.17 acres)

Number: 2024-4095; BK: PG:: Recorded: 8/30/2024

BEGINNING AT THE NORTHEAST CORNER OF LOT TWO (2) IN THE AUDITOR'S SUBDIVISION OF THE EAST HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHTEEN (18) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M., THENCE WEST 150 FEET, THENCE SOUTH 50 FEET, THENCE EAST 150 FEET, THENCE NORTH 50 FEET TO THE POINT OF BEGINNING.

Parcel ID 071842601100 (0.50 acres) and **Parcel ID 071842601200** (1.92 acres)

Number: 2023-3201; BK: PG:: Recorded: 6/30/2023

A STRIP OF LAND EIGHT (8) RODS WIDE OFF THE NORTH SIDE OF LOT FOUR (4) AND THE SOUTH THIRTY-FOUR (34) FEET OF LOT THREE (3) IN AUDITOR'S SUBDIVISION OF THE EAST HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION EIGHTEEN (18) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5th P.M.

1. **PARTIES.** The Parties to this Agreement are:

"Legacy"	Legacy Golf Course at the Nineteen, L.L.C
"Dolphin"	Black Dolphin LLC
"City"	City of Mason City, Iowa

2. **BACKGROUND.** Legacy is the owner of Parcels 071842600100, 071842600200, 071842600300, 071842600500, and 071842600400 as legally described above (the "Legacy Property") and Dolphin is the owner of Parcels Parcel ID 071842601100 and Parcel ID 071842601200 as legally described above (the "Dolphin Property") (collectively, the Legacy Property and Dolphin Property are referred to herein as "The Property"). Legacy and Dolphin have filed simultaneous applications to rezone The Property from Z2 Sub-Urban District to Z3 - General Urban District.

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 Z3 - General Urban from Z2 Sub-Urban District.
- b. Notwithstanding the permitted uses otherwise allowed under the applicable zoning classification, The Property shall not be used, developed, or occupied for any of the following purposes: Gas/Convenience.
- c. Enhanced Setback Requirement - The Owner agrees that the multiple flats development shall maintain setbacks equal to or greater than those required under the Z-3 zoning regulations of the City of Mason City. These enhanced setbacks shall constitute a binding development condition and may not be reduced without formal approval by the City.
- d. Where the Property lies within the setbacks noted above and those that boarder existing residential properties to the west and east of the site, a Screening Buffer Area shall be constructed and maintained which meets the following standards:
 - i. This area will include green belt planting and landscaping.
 - ii. This 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 multiple flat use and the adjacent 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.
- e. Any site plans submitted for development must comply with the residential setback and the Screening Buffer Area requirements, and all applicable provisions of the Z3 - General Urban

District (or other applicable zoning district), including development review requirements found in Chapter 12-7.

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.

A handwritten signature in black ink, appearing to be 'fwt', located in the bottom right corner of the page.

COUNTERPART SIGNATURE PAGE TO
ZONING AGREEMENT

"Legacy"

Legacy Golf Course at the Nineteen, LLC

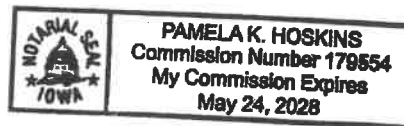
By: [Signature]
Joe Pritchard, MANAGER

Date: 02/26/26

STATE OF Iowa, COUNTY OF Linn, ss:

On this 26th day of February, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared Joe Pritchard to me personally known, who being by me duly sworn, did say that he is the Manager of Legacy Golf Course at the Nineteen, LLC, executing the within and foregoing instrument; that said instrument was signed on behalf of Legacy Golf Course at the Nineteen, LLC by authority of its Managers and Members; and that Joe Pritchard 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.

[Signature]
Notary Public in and for said State



COUNTERPART SIGNATURE PAGE TO
ZONING AGREEMENT

"Dolphin"

Black Dolphin LLC

By: [Signature]
Angela Spiteri, MANAGER

Date: 02/24/26

STATE OF Iowa, COUNTY OF Cerro Gordo, ss:

On this 26th day of February, 2026, before me the undersigned, a Notary Public in and for said State, personally appeared Angela Spiteri to me personally known, who being by me duly sworn, did say that he is the Manager of Black Dolphin LLC, executing the within and foregoing instrument; that said instrument was signed on behalf of Black Dolphin LLC by authority of its Managers and Members; and that Angela Spiteri 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.

[Signature]
Notary Public in and for said State



**COUNTERPART SIGNATURE PAGE TO
ZONING AGREEMENT**

"City"

City of Mason City, Iowa

By: _____
John Lee, Mayor

Date: _____

By: _____
Aaron Burnett, City Clerk

Date: _____

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

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MINUTES

MASON CITY PLANNING & ZONING COMMISSION

In Person Meeting

Tuesday, March 10, 2026, 5:00 PM

Item 1: Call to Order and Roll Call

Chair Commissioner Fallis called the meeting to order at 5:01 PM

Commissioners present: John Fallis, Amanda Golden, Amanda Ragan, Tim Coffey, and Dan Worden

Commissioners absent: Colleen Niedermayer and Reed Wessman

Staff present:

City Administrator Aaron Burnett; Director of Development Services Steven Director Van Steenhuyse; City Planner Ella Phillips; Administrative Assistant to Development Services Regina Card.

Roll call was taken:

Coffey	Yes	Golden	Yes
Fallis	Yes	Ragan	Yes
Worden	Yes	Wessman	No
Niedermayer	No		

Item 2: Adopt the Agenda

The agenda was adopted as submitted.

Item 3: Approval of Minutes, January 13, 2026 & February 10, 2026, meetings

The Minutes from the January 13, 2026 & February 10, 2026, meetings were approved as submitted.

Item 4: Change of Zone

- 4.1 RZ2026-03 Legacy Conditional Rezoning:** a request to hold a public hearing and recommend action to council for Changes of Zone from Z2 Multi-Use District to Z3 General Urban District, subject to a conditional rezoning agreement

Director Van Steenhuyse presented the staff report:

Summary: Legacy Golf Course at the Nineteen, LLC, and Black Dolphin, LLC, request a change of zone from Z2 Sub-Urban District to Z3 General Urban District, subject to a conditional Zoning Agreement. A map of the affected area is attached. The Commission's recommendation will be forwarded to the City Council for public hearing and first consideration at their Tuesday, April 7, 2026, meeting.

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Recommendation

Staff respectfully requests that the Commission review the application and hold a public hearing on the request. Upon closing the public hearing, Staff asks the Commission to make a recommendation to the City Council that the proposed rezoning be approved, subject to the conditions of the Zoning Agreement.

Background

The applicants request rezoning the 17.7-acre property from Z2 Sub-Urban District to Z3 General Urban District. The property consists of five parcels; the northern three parcels are owned by Legacy and the southern two parcels are owned by Black Dolphin. This application is accompanied by a Zoning Agreement submitted and signed by both applicants.

In March 2025, the Development Review Committee considered a concept for a 3-story, 53-unit high-end apartment building on the southern two parcels of the Legacy property, north of the Black Dolphin properties. Access would be via a driveway extending west from South Harding Avenue. No development plans were proposed for the remainder of the Legacy and Black Dolphin properties. The large parcel on the north is bisected by a 15-foot storm sewer easement that severely restricts development of that property.

On April 8, 2025, the Planning and Zoning Commission held a public hearing on Legacy and Black Dolphin's request to rezone the area from Z2 (Sub-Urban) to Z3 (General Urban). The applicants did not provide a conditional rezoning agreement. Neighbors from the adjacent Fairways and South Central Heights developments opposed the request, citing concerns about traffic, safety, and the broad range of uses permitted in Z3 (e.g., gas stations/convenience stores). Questions also arose about potential development on the northern portion of the property. After the hearing, the Commission voted 4-1 to recommend approval.

On May 20, 2025, City Council held a public hearing on the rezoning. A valid protest petition—signed by owners of at least 20% of the land within 200 feet—required per State law a supermajority vote of the Council (5 of 6 votes) for approval. After the hearing, Council approved the rezoning on first consideration by a 5-1 vote.

On second consideration at the June 3, 2025, meeting, the rezoning failed on a 4-2 vote. Several Council members expressed concern that while multi-family development might not harm the neighborhood, the full range of Z3 uses – particularly on the northern portion where no development was initially proposed – could negatively impact the area.

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The Zoning Ordinance (Section 12-4-2.O) prohibits resubmitting an application for the same property within six months of denial. Since the City Council's denial occurred eight months ago, the applicants may now resubmit a rezoning for the same property and zoning classification. Staff has received a new application from the same owners to rezone the property to Z3. Because the property and surrounding conditions remain unchanged since June 2025, the following analysis is nearly identical to the one the Commission considered in April of last year. The key difference is that this application includes a conditional rezoning agreement.

Analysis

Property Description: This property is mostly vacant; the three Legacy parcels have been used for crop farming. A major storm sewer connector, within a 15-foot easement, runs diagonally from the northwest to the southeast over the northern parcel and extends south through the eastern portions of the remaining parcels. The south Black Dolphin parcel contains a single-family house with frontage on South Harding Avenue. The north parcel is 50 feet wide and could be part of a street extension connecting Country Club Drive to South Harding Avenue.

Surrounding Land Use and Zoning: A strip of Z3-zoned property extends along both sides of 19th Street SW from South Taft Avenue westward to the centerline of South Harding Avenue. This area includes a convenience store, a multiple flats building, a mixed-use block, a freestanding house with accessory structures, and the Iowa Traction railroad line. Surrounding areas to the north, northwest, west, southwest, east, and southeast are zoned Z2 (Sub-Urban District) and developed with single-family homes in an edgeyard disposition. The area directly south is zoned Z7-6 (Golf Course Development) and contains the maintenance building for the Legacy Golf Course at the Nineteen.

Current Zoning: The purpose of the Z2 Sub-Urban Zoning District is to provide space for a limited range of primarily residential lot sizes, limited neighborhood commercial uses, and public park spaces in areas planned as walkable neighborhoods that are served, or will soon be served, by a full range of public services (Section 12-10-2). The predominant land use in the Z2 District is single-family freestanding houses, but duplexes and town houses are also allowed. The attached Zoning Form and Function Table (Section 12-8-2, Table 2) lists the permitted and conditional uses in all of the zoning districts.

Rezoning from Z2 to Z3: The purpose of the Z3 General Urban Zoning District is to provide a range of residential lot sizes to support a mix of residential building types at medium densities with corner offices, corner stores, parks and playgrounds organized in

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walkable neighborhoods interconnected by landscaped streets and sidewalks (Section 12-11-1).

According to the Zoning Form and Function Table, the Z3 District allows the same residential functions as the current Z2 zoning (including single-family freestanding houses, duplexes, and townhomes) but also allows higher density residential development such as multiple flats (apartment and condominium buildings) and live-work buildings. Some limited, low intensity commercial uses can be established, such as a corner office or corner store, or a small box development after review by the Planning and Zoning Commission. A gas/convenience function is possible after review by the P&Z, as well.

Conditional Rezoning Agreement: As noted above, the applicants have submitted a conditional rezoning agreement (labeled as a “Zoning Agreement”), signed by both applicants/owners. The Zoning Agreement submitted by the applicants has two major conditions:

1. Gas/convenience uses are prohibited.
2. A greenbelt will be provided on the east and west sides of the property where it borders existing residential development.

If the rezoning is approved, the owners (including future owners) will be bound by these conditions when developing any and all of the property. Since one of the concerns expressed by neighboring owners was the possibility of a Kwik Star-style gas/convenience business, the applicant is prohibiting this function if the rezoning is approved. There was also concern about the aesthetic impact of an apartment building on the existing single-family neighborhoods. The Zoning Agreement attempts to address this by requiring a landscaped buffer on the east and west sides of the property where it abuts existing residential development.

Comprehensive Plan: Iowa law requires that any rezoning be in accordance with the jurisdiction's Comprehensive Plan. Staff believes that the rezoning request is in accordance with North Iowa Corridor Joint Comprehensive Plan. The Plan's Future Land Use Map (Figure 3.3) identifies the area as “Low Intensity.” Low Intensity is described as:

- Areas with lower-intensity development on urban services.
- Compared to denser areas, lower intensity areas have more space and separation of uses but still encourage efficient transportation and walkable environments.
- Low-intensity areas can include a horizontal mix of primarily residential with accessory uses and non-residential uses at compatible lower densities and scales.

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- Uses might include detached residential units, duplexes/attached units, small lot residential, accessory dwelling units, civic functions, parks, and limited personal services.

The goals of the low-intensity area are to:

- Conserve general neighborhood character.
- Allow establishment of new inclusive neighborhoods with non-residential uses that primarily serve neighborhood residents.
- High level of internal mobility, connectivity, and links to surrounding development.

The form and compatibility guidelines for the low intensity area include:

- Any new development should remain contiguous to existing development.
- Densities should be higher at transition points with other more intense uses or designations.
- Developments should provide connectivity within and between developments for motorists and pedestrians.
- Traffic and higher intensity uses should be directed away from these areas and along major thoroughfares.

The Comprehensive Plan also establishes a Southwest Growth Area (page 90). Mason City Policy 1 is to balance the effects of industrial uses in the Southwest Growth Area. The goals and objectives of this area are:

- Expand business and industrial enterprise opportunities.
- Encourage new infill neighborhood growth around community amenities.
- Accommodate various housing types and arrangements different from others in Mason City.
- Conserve and preserve natural features.
- Connect infill development opportunities.

The Plan's subarea concept for the west side of Central Heights appears on page 90. It indicates that this area can support medium-density development, such as the proposed multiple flats form. These concepts are illustrative only – they provide general guidance on possible building forms, uses, and locations for future development, but do not impose specific requirements or designate fixed development sites. Some concepts were prepared without consideration of existing utility infrastructure, floodplains, or other site-specific constraints.

Additional support for the rezoning can be found in Mason City Policy 3: target neighborhoods and corridors to pursue infill development and connectivity. The policy is found on page 94 of the plan and reads: "There are many areas for development on vacant lots to help meet needs for housing and business growth." This property is

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vacant and the presence of a large storm sewer main through the property makes development a challenge.

Spot Zoning: Spot zoning occurs when a property's zoning classification conflicts with the Comprehensive Plan and prevailing surrounding development patterns, typically to benefit only a small area or limited number of owners rather than the broader community. It most commonly arises when a single property is rezoned to a use or density unlike adjacent properties. Courts generally invalidate rezonings found to constitute spot zoning. The strongest defense against a spot-zoning claim is clear alignment with the Comprehensive Plan and proof that the change serves the public interest. In this case, the proposed rezoning extends the existing Z3 district. Staff concludes that this request is consistent with the Comprehensive Plan and does not constitute spot zoning.

Public Comment: Notice of the application was sent to the owners of all properties within 350 feet of the boundaries of the subject property. Notice of the application and public hearing was published in the Globe-Gazette. A public notice sign was posted on the property. To date, staff has not received any comments either for or against the proposed rezoning. Similar to the prior request, a protest petition may be submitted; if so, it will have to be submitted prior to the City Council public hearing. We anticipate this meeting to take place on April 7, 2026.

The comments of Elizabeth Boyer and Barbara Behne were read aloud and are included as attachments to these Minutes.

Requested Motion

The Planning and Zoning Commission can either recommend that the City Council approve or deny the rezoning. The proposed Zoning Agreement must be considered and should be part of any motion. Since the proposed rezoning is consistent with the Comprehensive Plan and is not spot zoning, Staff requests, upon closing the public hearing, that the Planning and Zoning Commission vote affirmatively on the application with the following motion:

The Planning and Zoning Commission recommends that the City Council approve the request of Legacy Golf Course at the Nineteen, LLC, and Black Dolphin, LLC, to rezone 17.7 acres from Z2 Sub-Urban District to Z3, General Urban District, subject to the requirements and conditions in the Zoning Agreement submitted by the applicants.

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Director Van Steenhuyse described the proposed changes to 19th Street SW, using a graphic to illustrate the project. He noted that the project is included in the City's Capital Improvement Plan.

Applicant Comments:

Matt Sedlock, representing the applicants, stated the development team considered community feedback received previously and acknowledged opposition to a convenience store at the location. He stated the intent is to pursue a development compatible with the surrounding neighborhood.

Chris Terry, of Core Development Group, representing the applicants, stated he has over twenty years of development experience and is a North Iowa native. He stated the applicants listened to community concerns and made commitments through the rezoning request and associated agreement. Mr. Terry referenced a PDF presentation identifying the proposed rezoning location and stated the site plan remains consistent with the plan presented the previous year and will comply with City requirements. He stated the three-story design helps preserve green space and that the development will include a landscaped buffer. Examples of landscaping used in other projects were provided.

Public hearing opened at 5:25 PM.

Public Comments:

Frederick Handwiers- 2049 Augusta Dr., Mason City, IA 50401- expressed concern regarding potential future development on the north end of the property. He inquired about the types of uses that could be constructed in that area, citing specific concerns regarding the possibility of a strip mall, Taco Bell, or Kwik Star. **Director Van Steenhuyse** responded that those types of uses would not be permitted within the current or proposed zoning district.

Heidi Kuhl- 2177 Augusta Dr., Mason City, IA 50401- stated that she supports growth and investment in Mason City but would prefer to see single-family residential development in the area. She requested clarification on the status of potential single-family development plans in the City overall. Ms. Kuhl expressed appreciation for the investments made by the Pritchard family but asked questions regarding the membership and structure associated with the Legacy development. She also raised concerns about compatibility with the surrounding neighborhood, noting that the proposed development would significantly increase the size of the neighborhood and that there are currently no similar buildings in the area. Additional concerns included potential traffic impacts, even with the proposed improvements to 19th St. SW, and the possibility that traffic could increase on nearby streets, including 20th St. SW. Ms. Kuhl also expressed concern regarding stormwater management in the area and referenced discussion of a potential retention pond. Ms. Kuhl stated that, as a resident with young children, she is concerned the development could negatively impact the neighborhood environment and that the proposed access to the development may change the

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character of the area. She respectfully requested that the Commission not approve the request at this time.

Warren Torkelson- 2057 Augusta Dr., Mason City, IA 50401- referenced the 19th St. SW graphic and raised a question about where the turning lane closest to Augusta Dr. would be. **City Administrator Burnett** stated the proposed turning lane would be located east of Augusta Drive and noted that expanding the improvements to the west would cost approximately \$3 million. **Mr. Torkelson** commented that moving the turning lane to meet with Augusta Dr. could potentially help improve the flow of traffic.

Sophia Hardwick- 2049 Augusta Dr., Mason City, IA 50401- stated that there has been one significant accident at the corner near her residence. She noted that she and her household are among the newer residents in the area and that they searched for a long time in Mason City before purchasing their twin home. Ms. Hardwick stated they wanted to return to Mason City and had difficulty finding a twin home available to buy before locating their current residence.

Nick Theobald- 2037 S. Harding Ave., Mason City, IA 50401- expressed concern regarding potential traffic impacts associated with the proposed development. He stated he does not believe the proposed traffic changes would sufficiently address safety concerns, particularly with the development's access from S. Harding Avenue. Mr. Theobald stated the development could significantly increase the population in the area, which he believes may create additional challenges for entering and exiting the neighborhood. He also noted that traffic can already be difficult during peak times when nearby businesses are open. Mr. Theobald stated his primary concern is the potential increase in traffic and suggested that turning lanes be located further west.

Margaret Torkelson- 2057 Augusta Dr., Mason City, IA 50401- stated that she had been unaware of the project last year and only received notification this year. She expressed concerns regarding potential outcomes if the project does not proceed as projected, noting that even well-intentioned plans may not always materialize. She emphasized that there is currently nothing holding Legacy to complete the project, and that rezoning would make any development permanent. Trust in the project's execution is limited, particularly given a previous instance in which the same property owner withdrew from another property. Ms. Torkelson noted concerns regarding the southern portion of the proposed development. She stated that the area is better suited for single-family residences and highlighted that recent construction, such as the maintenance shed, have already contributed to increased traffic as well as issues with noise. She indicated skepticism that rental units, regardless of being upscale, would promote community growth and expressed that ongoing drainage issues could impact the feasibility of the project as well. While acknowledging that Legacy has attempted to address community concerns, she noted that the proposed three-story building would be taller than what residents are accustomed to. Ms. Torkelson also raised concerns about emergency access due to the location of the complex off the main path. In conclusion, Ms. Torkelson requested that the area remain Z2 and that any development by Legacy comply with the current zoning designation. She emphasized that there is no guarantee the proposed development would be completed, which she noted was a

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contributing factor in the City Council's prior denial of the applicant's initial rezoning request.

Vern Steidl- 2377 Callaway Ct., Mason City, IA 50401- inquired whether his comments-likely echoing concerns previously raised by other residents-would be considered. **Vice Chair Coffey** responded that they would not.

Public hearing closed at 5:51 PM.

Commissioner Golden noted that the presence of the storm sewer poses challenges for development in the northern part of the property. **City Staff** confirmed that it does make development challenging. **Mr. Sedlock** provided the Commission with a graphic depicting the utilities. **Commissioner Golden** also discussed the differences between the current and proposed zoning districts and their uses, stating that certain uses permitted under Z2 could apply to the proposed development. She then inquired whether a retention pond might help address drainage concerns. **Director Van Steenhuyse** responded that a grading plan will be required for the project. **City Administrator Burnett** added that farm fields tend to produce sheet runoff and that a drainage plan is often sufficient to address such issues. **Commissioner Golden** inquired about underground parking for the project, and **Mr. Terry and Mr. Sedlock** confirmed that all parking would be located above ground, with no underground parking proposed.

Chair Fallis inquired whether the traffic proposal for 19th St. SW had been reviewed by the City Engineering Department. **Director Van Steenhuyse** confirmed that it had been. **City Administrator Burnett** added that a speed reduction is planned for the area and emphasized efforts to implement improvements as quickly as possible. He noted that additional plans would be required to address turning traffic farther west and stated that nothing precludes the City from moving forward with future improvements as needed. He further explained that traffic mitigation measures are applied based on current conditions and highlighted that addressing turning traffic and channeling vehicles into appropriate lanes would help slow traffic in the area. **Mr. Hardwick** added that there is a significant volume of truck traffic in the area.

Vice Chair Coffey urged residents to present their concerns to the City Council, regardless of the Planning Commission's recommendation. He inquired about the anticipated timeline for construction should the rezoning be approved. **Mr. Sedlock** stated that the plan is to break ground this fall. **Director Van Steenhuyse** noted that this type of project will also require a P1 site plan that will need to be reviewed by the Commission.

Vice Chair Coffey also asked if there are any studies showing the impact of such developments on neighboring single-family homes. **City Planner Phillips** responded that from an economic policy and analysis perspective, studies are mixed, with approximately 50% indicating an impact and 50% showing no effect. She emphasized that results vary by neighborhood and individual property, and that there is no single study applicable to all situations.

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Commissioner Worden inquired whether there has been any discussion regarding changes to the traffic light timing. **City Administrator Burnett** responded that the signal timing will be reevaluated and noted that it is not unusual for timing adjustments to be made at certain times of the day.

Commissioner Ragan and **Chair Fallis** noted that the planned changes to 19th Street SW will represent a significant modification to the area.

Motion: **Commissioner Golden** moved to recommend approval of the rezoning request to the City Council subject to the conditional rezoning agreement.

Second: **Vice Chair Commissioner Coffey**.

Roll Call Vote:

Golden	Yes	Ragan	Yes
Fallis	Yes	Coffey	Yes
Worden	Yes		

Motion passed.

Item 5: Staff Update

City Planner Phillips informed the Commission that the City Council has approved Tahoe Development's change of zone.

Item 6: Adjourn

The meeting adjourned at **6:06 pm**.

ATTEST:

Regina Card- Administrative
Assistant to Development
Services

John Commissioner
Fallis, Chair

RESOLUTION NO. 26-__

RESOLUTION OF SUPPORT FOR A WORKFORCE HOUSING
TAX CREDIT APPLICATION BEING FILED WITH THE
IOWA ECONOMIC DEVELOPMENT AUTHORITY BY
LEGACY GOLF COURSE AT THE NINETEEN LLC.

WHEREAS, the City of Mason City, Iowa, has been informed by Legacy Golf Course At The Nineteen LLC that a Workforce Housing Tax Credit Application will be filed with the Iowa Economic Development Authority for the construction of new housing units on property described on Exhibit A attached hereto, within the City of Mason City, Iowa; and,

WHEREAS, the project will consist of 53 apartment units; and

WHEREAS, the Workforce Housing Tax Credit Program requires a local match of a minimum of \$1,000 per unit; and,

WHEREAS, the owner intends to request tax abatement on the property, which will qualify as the local match.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City Mason City, Iowa, that we support and approve the development of the aforesaid housing in the community, subject to City Ordinances and the building permit process.

PASSED AND APPROVED this 19th day of May, 2026.

John Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

LOT ONE (1) IN THE AUDITOR'S SUBDIVISION OF THE EAST HALF (E½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION EIGHTEEN (18), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M.

AND

LOT TWO (2), EXCEPT THE EAST 150 FEET OF THE SOUTH 149 FEET AND THE EAST 150 FEET OF THE NORTH 50 FEET THEREOF, AND LOT THREE (3), EXCEPT THE EAST 150 FEET AND THE SOUTH 34 FEET THEREOF, ALL IN THE AUDITOR'S SUBDIVISION OF THE EAST HALF (E½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION EIGHTEEN (18) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M.

AND

BEGINNING AT THE NORTHEAST CORNER OF LOT TWO (2) IN THE AUDITOR'S SUBDIVISION OF THE EAST HALF (E½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION EIGHTEEN (18) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M., THENCE WEST 150 FEET, THENCE SOUTH 50 FEET, THENCE EAST 150 FEET, THENCE NORTH 50 FEET TO THE POINT OF BEGINNING.

AND

A STRIP OF LAND EIGHT (8) RODS WIDE OFF THE NORTH SIDE OF LOT FOUR (4) AND THE SOUTH THIRTY-FOUR (34) FEET OF LOT THREE (3) IN AUDITOR'S SUBDIVISION OF THE EAST HALF (E½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION EIGHTEEN (18) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M.



**DEVELOPMENT
SERVICES
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: May 12, 2026
RE: Public Hearing: Bloomfield Acres, LLC, Rezoning from Z7-1 Specific Use District/Mercy Medical Center to Z3, General Urban (2nd or FINAL)

Recommendation:

The Planning and Zoning Commission held a public hearing on this request during its April 14, 2026, meeting. Other than a presentation on the project from the applicant, there were no public comments, and no written comments were received. The Planning and Zoning Commission voted unanimously to recommend approval of the rezoning. Staff concurs. The minutes from the P&Z public hearing are attached.

Review:

The City Council held a public hearing on the rezoning at the May 5, 2026, meeting. There were no public comments. By a vote of 6-0, the Council approved the rezoning on first consideration.

The applicant, Bloomfield Acres, LLC, seeks to rezone approximately 33.58 acres generally located to the west of North Eisenhower Avenue, north of the MercyOne West Campus and the Willows Independent Living complex, and east of Willow Creek, from Z7-1 Specific Use District/Mercy Medical Center, to Z3 General Urban District.

Bloomfield Acres, LLC is owned by Kading Development, a family-owned Des Moines-based workforce-housing developer with projects throughout Central and North Central Iowa. While a plan for development of this site is forthcoming, a typical Kading development includes single-story townhomes

in groupings of two, four, or six attached units. Kading continues to own and manage its developments, offering a for-rent product priced for the market and attractive to the local workforce.

The property is currently vacant and is used for crop farming. Under the current zoning, this property can only be developed as a medical campus with associated functions. Development of the subject property outside of the scope of the Z7-1 Mercy Medical Center District is not possible without rezoning to an appropriate zoning district.

Neighboring Development and Zoning: The surrounding land to the east, west, and north is primarily zoned Z1, Agriculture. The lots at the corner of North Eisenhower Avenue and 12th Street NW are zoned Z2, Sub-Urban District, and are improved with single-family homes on two of the six parcels. The land south of the subject property is zoned Z7-1 and contains The Willows Independent Living complex, land planned for future expansion of The Willows, and the MercyOne West Campus hospital building.

Current Zoning: The Z7 Form and Function Table, Section 12-15-6, Table 1A in the Zoning Ordinance, lists the forms and functions allowed in each of the six Z7 Specific Use districts. The current Z7-1 Mercy Medical Center District primarily permits hospitals and associated health care functions and a mix of civic, commercial, lodging, and residential uses that support the hospital use. The Zoning Ordinance states that the purpose of the Z7-1 District is to "provide for the ongoing operations of this medical facility. The Z7-1 District consists of clinics, hospital, and office buildings, accessory uses and open space" (Section 12-15-1).

Rezoning to Z3: The purpose of the Z3 General Urban Zoning District is to provide a range of residential lot sizes to support a mix of residential building types at medium densities with corner offices, corner stores, parks, and playgrounds organized in walkable neighborhoods interconnected by landscaped streets and sidewalks (Section 12-11-1).

According to Section 12-8-2, Table 2, the Zoning Form and Function Table, the Z3 District allows the same residential functions as the Z2 District, including single-family residential freestanding houses, duplexes, and townhomes, but also allows higher density residential development such as multiple flats (apartment and condominium buildings) and live-work buildings. Some other limited low intensity commercial uses can be established, such as a corner office, corner store, or a small box development after review by the P&Z. A gas/convenience function is also possible after review by the P&Z.

Comprehensive Plan: When considering a change in zone, Iowa law requires that any rezoning be in conformance with the jurisdiction's Comprehensive Plan. A map of the area in question 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 to the Joint Comprehensive Plan on January 20, 2026. This amendment covered the area proposed for rezoning and changed planned development of the area north of the MercyOne West Campus from Public/Semi-Public to Medium Intensity.

The FLU map shows the Medium Intensity designation covering most of the area proposed for rezoning to Z3, except for a greenbelt straddling Willow Creek that runs along the western edge of the proposed rezoning area.

The Medium Intensity land use designation is described in the Joint Comprehensive Plan as follows:

- More variety in housing arrangements and more allowance for limited nonresidential uses.
- Increased density allows more opportunities for social interaction.
- Medium intensity areas include a mix of residential and non-residential uses at compatible moderate densities (up to 12-14 units per acre) and scales, although there may be opportunities for vertical mixed-use.
- Uses might include detached residential units, duplexes/attached units, small lot residential, townhomes, small apartments, accessory dwelling units, civic functions, parks, and limited commercial services.

The forms and functions allowed in the Z3 General Urban District are consistent with the above description. Staff believes that the Z3 rezoning proposal is in conformance with the amended Comprehensive Plan.

Additional support for the rezoning can be found in Mason City Policy 3: "Target neighborhoods and corridors to pursue infill development and connectivity." The policy is found on page 94 of the Plan and reads: "There are many areas for development on vacant lots to help meet needs for housing and business growth." These parcels are currently vacant and ideal for infill development to support growth in Western Mason City.

Spot Zoning: Spot zoning occurs when a rezoning benefits only a small area or a limited number of property owners and is in clear contrast with the surrounding zoning and land use pattern. It most often arises when a single, relatively small parcel is rezoned to accommodate a use or intensity unlike that of adjacent developed properties. While spot zoning can be found illegal, a

rezoning that is consistent with the adopted Comprehensive Plan and serves the public interest may withstand such a challenge.

The proposed rezoning to Z3 represents a change from the existing special zoning classification associated with Mercy Medical Center. The applicant seeks to allow a use that is independent of the medical campus while continuing residential development at a medium intensity appropriate for this neighborhood. Given this consistency with the Comprehensive Plan, staff finds that the request does not constitute spot zoning.

Budget Impact:

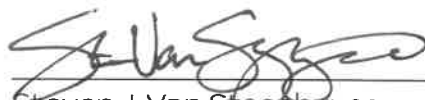
There is no impact to the operating budget associated with this rezoning. Upon development, however, the potential property tax revenue should greatly exceed the agricultural tax currently collected.

Council Action Requested:

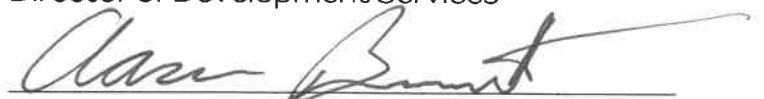
Staff respectfully requests that the City Council approve the request to rezone approximately 33.58 acres on North Eisenhower Avenue from Z7-1 Specific Use District- Mercy Medical Center, to Z3 General Urban District on second consideration (2nd or FINAL).

Attachments:

1. Map of area to be rezoned
2. Map showing existing zoning
3. Comprehensive Plan map (Amendment 1)
4. Section 12-15-6, Table 1A, Form and Function Table
5. Section 12-8-2, Table 2, Form and Function Table
6. Minutes from the April 14, 2026, Planning and Zoning Commission meeting



Steven J. Van Steenhuyse
Director of Development Services



Reviewed and Recommend Approval

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MASON CITY

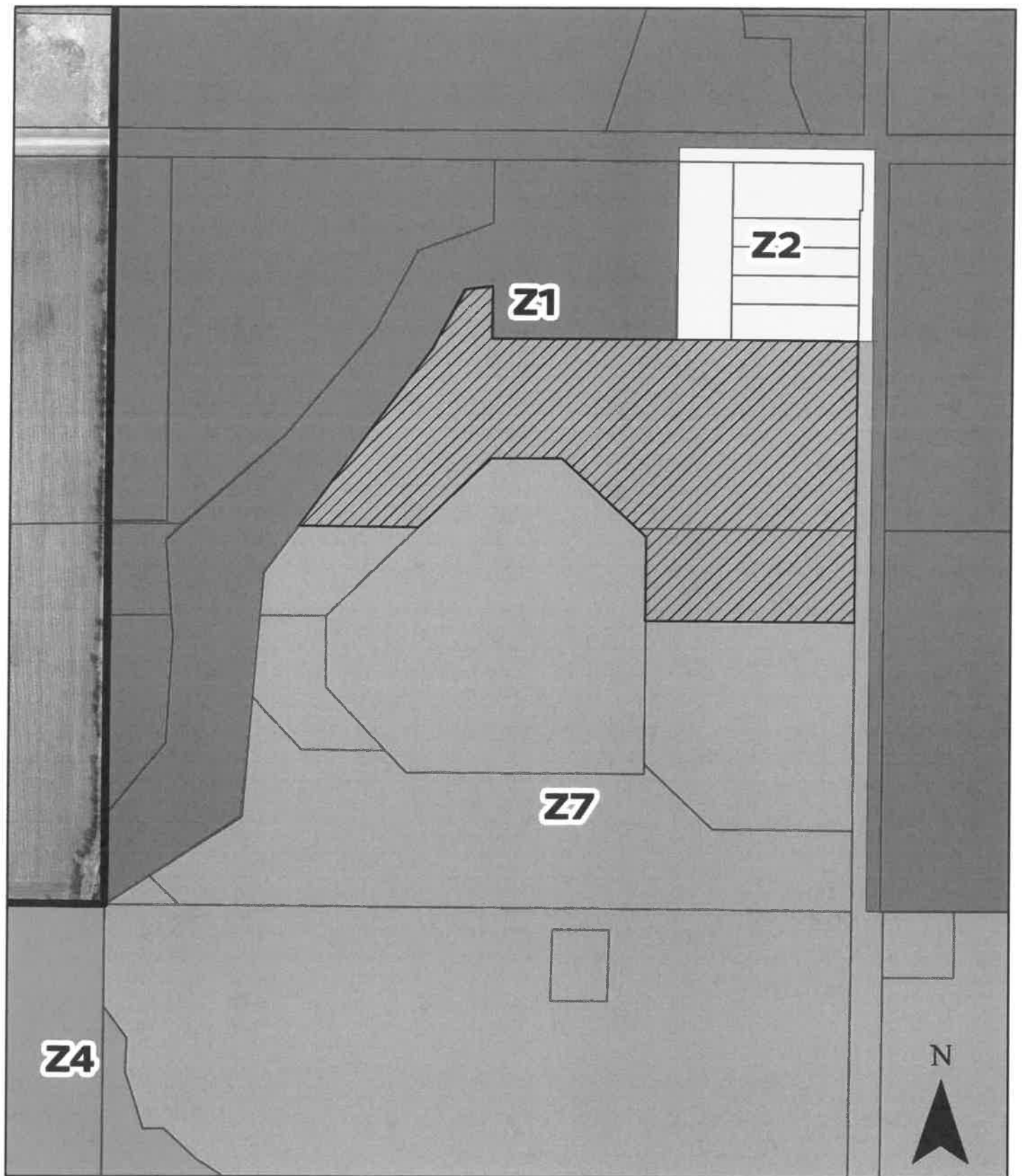
N EISENHOWER AVE

BLOOMFIELD ACRES, LLC
PROPOSED REZONING
Z7-1 TO Z2

070630000100

070630000400

Bloomfield Acres, LLC. Rezoning Z7-1 to Z3



 Proposed Rezoning
 Mason City Parcels

 City Limits Line


0 190 380 760 Feet

MERCY WEST AREA - AMENDMENT #1



Future Land Use - Mason City

- Agriculture
- Low Intensity
- Medium Intensity
- High Intensity
- Commercial Mixed Use
- Mixed Business

- Commercial Mixed Use w/ Downtown Policy Area
- General Industrial and Utilities
- Rural Estate
- Public/Semi-Public
- Park/Recreational/Greenway
- Future Trails
- Future Road

Z7 Specific Use District

Table 1A: Z7
Forms and
Functions

	MERCY MEDICAL CENTER	NIACC	MOBILE HOME PARK	COUNTY FAIRGROUNDS	CONSERVATION SUBDIVISION	GOLF COURSE DEVELOPMENT
	Z7-1	Z7-2	Z7-3	Z7-4	Z7-5	Z7-6
A. Residential/Mixed Use						
Accessory Dwelling Unit*					P	P*
Dormitory	P	P				
Duplex/Two Flat						P
Family home					P	
Freestanding House					P	P
Town house						P
Mixed use block building						P
Mobile Home Park			P			
Residence lodging					P	P
B. Lodging						
Bed and breakfast						P
Hotel	P					P
Inn	P					P
C. Office/ Miscellaneous						
Corner Office		P		P		
Office Building	P	P		P		
D. Commercial/retail service						
Corner Store			P			
Restaurant	P	P		P		P
E. Civic						
Auditorium	P	P		P		
Convention center	P	P		P		P
Daycare	P	P	P	P		P
Indoor Recreation		P		P		P
Outdoor Recreation						P
F. Civic Support						
Clinic	P					
Fairgrounds				P		
Hospital	P					
Parking Structure	P	P				P
G. Education						
College		P				
H. Agriculture						
Farm		P		P		
I. Accessory uses						
Active Solar Equipment	P	P	P	P	P	P
Home Occupations			P		P	P
Outdoor customer dining area	P	P		P		P
Small and Dispersed Wind Energy Conversion Systems	P	P	P	P	P	P
Accessory Surface Parking (off-site)	P					

P = Permitted

*See Section 12-15-5.C

P = Permitted

na = not applicable

**12-8-2 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	
Kernel	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	
Agriculturism	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	

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MINUTES

MASON CITY PLANNING & ZONING COMMISSION

In Person Meeting

Tuesday, April 14, 2026, 5:00 PM

Item 1: Call to Order and Roll Call

Vice Chair Commissioner Coffey called the meeting to order at 5:01 PM

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

Commissioners absent: John Fallis

Staff present:

City Administrator Aaron Burnett; Director of Development Services Steven Director Van Steenhuyse; City Planner Ella Phillips; Administrative Assistant to Development Services Regina Card.

Roll call was taken:

Coffey	Yes	Golden	Yes
Fallis	No	Ragan	Yes
Worden	Yes	Wessman	Yes
Niedermayer	Yes		

Item 2: Adopt the Agenda

The agenda was adopted as submitted.

Item 3: Approval of Minutes, March 10, 2026, meeting

The Minutes from the March 10, 2026, meeting were approved as submitted.

Item 4: Change of Zone

4.1 RZ2026-04: Bloomfield Acres, LLC

Van Steenhuyse presented the staff report:

Summary

Bloomfield Acres, LLC requests a change of zone from Z7-1 Mercy Medical Center Specific Use District to Z3 General Urban District (approx. 33.58 acres). A map of the affected area is attached. The Commission's recommendation will be forwarded to the City Council for public hearing and first consideration at their Tuesday, May 5, 2026, meeting.

Background

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The applicant, Bloomfield Acres, LLC., seeks to rezone approximately 33.58 acres generally located to the west of North Eisenhower Avenue, north of the MercyOne West Campus and the Willows Independent Living complex, and east of Willow Creek, from Z7-1 Specific Use District - Mercy Medical Center, to Z3 General Urban District.

The property is currently vacant and is used for crop farming. Under the current zoning, this property can only be developed as a medical campus, with functions permitted by right in this district limited to those of a campus medical complex. Development of the subject property outside of the scope of Mercy Medical Center or expansion of the existing MercyOne West Campus is not possible without rezoning to an appropriate zoning district.

Analysis

Neighboring Development and Zoning: The surrounding land to the east, west, and north is primarily zoned Z1, Agriculture. The lots at the corner of North Eisenhower Avenue and 12th Street NW are zoned Z2, Sub-Urban District, and are improved with single-family homes on two of the six parcels. South of the subject property is zoned Z7-1 and contains The Willows Independent Living complex, land planned for future expansion of The Willows, and the MercyOne West Campus.

Current Zoning: The Z7 Form and Function Table, , Section 12-15-6, Table 1A in the Zoning Ordinance, lists the forms and functions allowed in each of the six Z7 Specific Use districts. The current Z7-1 Mercy Medical Center primarily permits hospitals and associated health care functions and a mix of civic, commercial, lodging, and residential uses that generally support the hospital use. The Zoning Ordinance states that the purpose of the Z7-1 District is to “provide for the ongoing operations of this medical facility. The Z7-1 District consists of clinics, hospital, and office buildings, accessory uses and open space” (Section 12-15-1).

Rezoning to Z3: The purpose of the Z3 General Urban Zoning District is to provide a range of residential lot sizes to support a mix of residential building types at medium

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densities with corner offices, corner stores, parks, and playgrounds organized in walkable neighborhoods interconnected by landscaped streets and sidewalks (Section 12-11-1).

According to Section 12-8-2 Table, 2, the Zoning Form and Function Table, the Z3 District allows the same residential functions as the Z2 District, including single family residential freestanding houses, duplexes, and townhomes, but also allows higher density residential development such as multiple flats (apartment and condominium buildings) and live-work buildings. Some other limited low intensity commercial uses can be established, such as a corner office, corner store, or a small box development after review by the Planning and Zoning Commission (P&Z). A gas/convenience function is also possible after review by the P&Z.

Comprehensive Plan: When considering a change in zone, Iowa law requires that any rezoning be in conformance with the jurisdiction's Comprehensive Plan. A map of the area in question 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 to the Joint Comprehensive Plan on January 20, 2026. This amendment covered the area proposed for rezoning and changed planned development of the area north of the MercyOne West Campus from Public/Semi-Public to Medium Intensity.

The FLU map shows the Medium Intensity designation covering most of the area proposed to be rezoned to Z3, except for a greenbelt straddling Willow Creek, running along the western edge of the area proposed for rezoning.

The Medium Intensity land use designation is described in the Joint Comprehensive Plan as follows:

- More variety in housing arrangements and more allowance for limited nonresidential uses.
- Increased density allows more opportunities for social interaction.

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- Medium intensity areas include a mix of residential and non-residential uses at compatible moderate densities (up to 12-14 units per acre) and scales, although there may be opportunities for vertical mixed-use.
- Uses might include detached residential units, duplexes/attached units, small lot residential, townhomes, small apartments, accessory dwelling units, civic functions, parks, and limited commercial services.

The forms and functions allowed in the Z3 General Urban District are consistent with the above description. Staff believes that the Z3 rezoning proposal is in conformance with the amended Comprehensive Plan.

Additional support for the rezoning can be found in Mason City Policy 3: "Target neighborhoods and corridors to pursue infill development and connectivity." The policy is found on page 94 of the plan and reads: "There are many areas for development on vacant lots to help meet needs for housing and business growth." These parcels are currently vacant and ideal for infill development to support growth in Western Mason City.

Spot Zoning: Spot zoning occurs when a rezoning benefits only a small area or a limited number of property owners and is in clear contrast with the surrounding zoning and land use pattern. It most often arises when a single parcel is rezoned to accommodate a use or intensity unlike that of adjacent properties. While spot zoning can be found illegal, a rezoning that is consistent with the adopted Comprehensive Plan and serves the public interest may withstand such a challenge.

The proposed rezoning to Z3 represents a change from the existing special zoning classification associated with Mercy Medical Center. The applicant seeks to allow a use that is independent of the medical campus while continuing residential development at a medium intensity appropriate for this neighborhood. Given this consistency with the Comprehensive Plan, staff finds the request does not constitute spot zoning.

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

Requested Motion

The Planning and Zoning Commission can either recommend that the City Council approve or deny the rezoning. Since the proposed rezoning is consistent with the Comprehensive Plan and is not spot zoning, Staff requests that the Planning and Zoning Commission vote affirmatively on the following motion:

Worden- Has property ever been “down-zoned in the past? Van Steenhuyse responded that down zoning is common and permitted by code.

Applicant Comments:

Chace Hauschel- Kading Properties- 7008 Madison Ave., Urbandale, IA

Representing the applicant, stated that market-rate workforce housing has been identified as a need in Mason City. He explained that the company worked with MercyOne to identify underutilized land for development and has begun surveying the property since coming under contract. The development would include installation of private streets and infrastructure, with the company maintaining long-term ownership and management, including an on-site property manager. Hauschel noted the project is intended to complement the adjacent medical facility and surrounding uses, with most units being single-story, consistent with their experience that a portion of residents are of retirement age. He expressed appreciation for the Commission's consideration and offered to answer questions.

Public hearing opened at 5:16 PM.

Public Comments:

No comments

Public hearing closed at 5:16 PM.

Motion: Commissioner Golden moves to approve the recommendation that the City Council approve the request of Bloomfield Acres, LLC., to rezone approximately 33.58 acres from Z7-1 Mercy Medical Center Specific Use District to Z3 General Urban District, for land generally located to the west of N. Eisenhower Ave. north of MercyOne West Campus and the Willows Independent Living, and east of Willow Creek

Second: Commissioner Wessman.

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Roll Call Vote:

Golden	Yes	Ragan	Yes
Wessman	Yes	Coffey	Yes
Worden	Yes		

Motion passed.

Item 5: Staff Update

Phillips informed the Commission that the City Council has approved Tahoe Development's change of zone.

Item 6: Adjourn

The meeting adjourned at **5:18 pm**.

ATTEST:

Regina Card- Administrative
Assistant to Development
Services

Timothy Coffey, Vice
Chair

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 Z7-1 SPECIFIC USE DISTRICT/MERCY MEDICAL CENTER TO Z3 GENERAL URBAN DISTRICT FOR PROPERTY GENERALLY LOCATED WEST OF NORTH EISENHOWER AVENUE, NORTH OF MERCYONE WEST CAMPUS AND THE WILLOWS INDEPENDENT LIVING COMPLEX AND EAST OF WILLOW CREEK (APPROXIMATELY 33.58 ACRES)

WHEREAS, the Planning and Zoning Commission of the City of Mason City, Iowa, after a public hearing held on April 14, 2026, recommended approval of a change of zone classification of a certain areas hereinafter described, and

WHEREAS, the City Council of the City of Mason City, Iowa, did hold a public hearing on the 5th day of May, 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 generally located West of North Eisenhower Avenue, North of MercyOne West Campus and the Willows Independent Living Complex and East of Willow Creeek (approximately 33.58 acres) and legally described as follows:

Legal Description:

The North Half (NI/2) of the Southeast Quarter (SE 1/4) of Section 1, Township 96 North, Range 21 West of the 5th P.M., Cerro Gordo County, Mason City, Iowa, Except for the North 667.0 feet of the East 1320 feet and Except for part of a parcel described as follows: Commencing at the Southeast Corner of said Southeast Quarter; thence N 00° 11' 00" W, 470.47 feet along the

Easterly line of said Southeast Quarter; thence N 90° 00' 00" W, 765.5 feet to the Point of Beginning; thence continuing N 90° 00' 00" W, 824.05 feet; thence N 45° 00' 00" W, 403.16 feet; thence N 00° 00' 00" E, 249.21 feet; thence N 45° 00' 00" E, 792.23 feet; thence S 90° 00' 00" E, 249.21 feet; thence S 45° 00' 00" E, 423.87 feet; thence S 0° 00' 00" W, 794.76 feet to the Point of

Beginning, and located East and South of Parcel "B" as recorded in Book 2001 Page 6295 of the Cerro Gordo County, Iowa, Recorder's office, Containing approximately 23.75 acres more or less.

And

The North 320.0 feet of the South Half (S 1/2) of the Southeast Quarter (SE1/4) of Section 1, Township 96 North, Range 21 West of the 5th P.M., Cerro Gordo County, Mason City, Iowa, located East of a parcel described as follows: Commencing at the Southeast Comer of said Southeast Quarter; thence N 00° 11' 00" W, 470.47 feet along the Easterly line of said Southeast

Quarter; thence N 90° 00' 00" W, 765.5 feet to the Point of Beginning; thence continuing N 90° 00' 00" W, 824.05 feet; thence N 45° 00' 00" W, 403.16 feet; thence N 00° 00' 00" E, 249.21 feet; thence N 45° 00' 00" E, 792.23 feet; thence S 90° 00' 00" E, 249.21 feet; thence S 45° 00' 00" E, 423.87 feet; thence S 0° 00' 00" W, 794.76 feet to the Point of Beginning, Containing approximately 5.58 acres more or less.

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

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

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

PASSED AND APPROVED this day of , 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

1st Consideration: May 5, 2026
2nd Consideration: May 19, 2026
3rd Consideration:



**ENGINEERING
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Brent Hinson, Interim Director
Date: May 13, 2026
RE: Lead Service Line Abatement Ordinance

Recommendation:

We recommend the City Council consider 1st reading of an ordinance relating to abatement of lead water service lines.

Review:

As discussed at our worksession on May 5, we are presenting a proposed ordinance relating to lead water service lines. The U.S. Environmental Protection Agency (EPA) has mandated that water utilities develop a plan by November 1, 2027 to abate all lead and lead-contaminated galvanized service lines. The Lead and Copper Rule Improvements (LCRI) require that all covered lines be abated within 10 years of that date. Lead service lines are a substantial issue in Mason City, with over 3,800 known active lead service lines, including galvanized lines covered under Iowa Code Section 558A.1. While these lines are privately owned under the Code of Ordinances, this designation does not relieve the City's responsibility to see to abatement of all lead service lines within the period required by the LCRI.

The proposed ordinance designates lead service lines as a public nuisance and disallows repairs of lead service lines (requires replacement when a repair is required). Under the EPA rule, we believe it is most prudent to consider all galvanized iron service lines the same as lead service lines.

We have completed the financial analysis discussed at the 5/5/26 worksession, and believe the rate plan we have discussed to this point can support the draft special assessment policy we discussed. That rate plan would call for 5.5% increases on the base rate and 9.5% increases on water usage for each year of the upcoming 5-year rate plan. The total initiative is estimated at \$47 million over 10 years when construction inflation is factored in. Those funds include \$16.6 million State Revolving Fund borrowing and \$5.7 million in anticipated SRF forgivable loan/grant funds.

As discussed at the worksession, we envision the following schedule for this process:

- May 19: 1st Consideration of Ordinance
- June 2: 2nd Consideration of Ordinance
- June 16: 3rd Consideration of Ordinance
 - Adoption of Special Assessment/Funding Policy
 - Approval of SEH Professional Services Agreement
- By June 17: Signing of Administrative Policy
- Implementation of policies upon publication of ordinance
- 1st City project: 2027 construction season

We continue to revise and improve our public information site on this topic at: www.masoncity.net/leadlines. This website includes a GIS database link that allows property owners to see if their property is classified as having a lead service line.

Budget Impact:

The initiative presents an enormous undertaking for the City and the budget impact will be significant. However, it is necessary to comply with the EPA LCRI mandates and will allow for improved infrastructure and peace of mind for residents.

Council Action Requested:

We respectfully request the City Council consider the 1st reading of the proposed ordinance at the May 19 City Council meeting.

Attachments:

Proposed ordinance.

Excerpt of lead lines financial plan.



Brent Hinson, Interim Director



Reviewed and Recommend Approval

City of Mason City
Lead Line Cash Flows
5/13/26 Plan

Lead Lines to Abate	2,800					
Cost Per Line (Assume Main to Shutoff)	9,500.00	9,975.00	10,473.75	10,997.44	11,547.31	12,124.67
Engineered Cost	10,237.83	10,749.73	11,287.21	11,851.57	12,444.15	13,066.36

Galvanized Lines to Abate	1,400					
Cost Per Line (Assume House to Shutoff)	5,500.00	5,775.00	6,063.75	6,366.94	6,685.28	7,019.55
Engineered Cost	5,916.07	6,211.88	6,522.47	6,848.59	7,191.02	7,550.57

Revenues	FY28	FY29	FY30	FY31	FY32	FY33
SRF Proceeds	2,498,350.25	2,623,267.76	2,754,431.15	2,186,766.29	2,183,604.61	2,169,859.48
SRF Forgiveness	1,794,870.00	1,884,613.50	1,978,844.18	-	-	-
Special Assessment Repayments				750,000.00	900,000.00	550,000.00
Property Owner Direct Pay-City Proj	469,779.75	493,268.74	517,932.17	849,287.61	891,751.99	786,405.04
Water Fund Support	379,995.00	398,994.75	418,944.49	439,891.71	461,886.30	484,980.61
	5,142,995.00	5,400,144.75	5,670,151.99	4,225,945.62	4,437,242.90	3,991,245.13

Expenditures	FY28	FY29	FY30	FY31	FY32	FY33
Lead Line Abatements	3,040,000.00	3,192,000.00	3,351,600.00	3,189,256.88	3,348,719.72	3,031,168.71
Galvanized Line Abatements	880,000.00	924,000.00	970,200.00	923,205.94	969,366.23	877,443.57
Related Water Main Upgrades (4")	1,000,000.00	1,050,000.00	1,102,500.00			
Engineering- Lead Lines	233,000.00	244,650.00	256,882.50	240,827.34	252,868.71	223,030.20
Engineering & Other	100,000.00	105,000.00	110,250.00			
Less- Property Owner Non-SRF Direct Pay	(110,005.00)	(115,505.25)	(121,280.51)	(127,344.54)	(133,711.77)	(140,397.35)
	5,142,995.00	5,400,144.75	5,670,151.99	4,225,945.62	4,437,242.90	3,991,245.13

Lead Lines to Abate	FY28	FY29	FY30	FY31	FY32	FY33
# Lead Projects	280	280	280	250	250	210
# Galvanized Projects	140	140	140	125	125	105
# Lead Ordered/Voluntary	40	40	40	40	40	40
#Galvanized Ordered/Voluntary	20	20	20	20	20	20

City of Mason City
Lead Line Cash Flows
5/13/26 Plan

Cost Factor 105%

Lead Lines to Abate

Cost Per Line (Assume Main to Shutoff)	12,730.91	13,367.45	14,035.83	14,737.62
Engineered Cost	13,719.68	14,405.66	15,125.94	15,882.24

Galvanized Lines to Abate

Cost Per Line (Assume House to Shutoff)	7,370.53	7,739.05	8,126.00	8,532.31
Engineered Cost	7,928.10	8,324.51	8,740.73	9,177.77

Revenues

	FY34	FY35	FY36	FY37	Totals
SRF Proceeds	2,155,852.45	-	-	-	16,572,132.00
SRF Forgiveness	-	-	-	-	5,658,327.68
Special Assessment Repayments	700,000.00	1,800,000.00	1,800,000.00	2,400,000.00	8,900,000.00
Property Owner Direct Pay-City Proj	825,725.30	867,011.56	910,362.14	955,880.24	7,567,404.55
Water Fund Support	509,229.64	1,733,336.20	1,910,003.01	1,643,732.57	8,380,994.29
	4,190,807.39	4,400,347.76	4,620,365.15	4,999,612.82	47,078,858.51

Expenditures

	FY34	FY35	FY36	FY37	Totals
Lead Line Abatements	3,182,727.15	3,341,863.50	3,508,956.68	3,831,780.69	33,018,073.33
Galvanized Line Abatements	921,315.75	967,381.54	1,015,750.62	1,109,199.67	9,557,863.33
Related Water Main Upgrades (4")					3,152,500.00
Engineering- Lead Lines	234,181.71	245,890.80	258,185.34	271,094.61	2,460,611.21
Engineering & Other					315,250.00
Less- Property Owner Non-SRF Direct Pay	(147,417.22)	(154,788.08)	(162,527.49)	(212,462.16)	(1,425,439.36)
	4,190,807.39	4,400,347.76	4,620,365.15	4,999,612.82	47,078,858.51

Lead Lines to Abate

	FY34	FY35	FY36	FY37	Totals
# Lead Projects	210	210	210	210	2390
# Galvanized Projects	105	105	105	105	1195
# Lead Ordered/Voluntary	40	40	40	50	410
#Galvanized Ordered/Voluntary	20	20	20	25	205

4200

ORDINANCE NP. 26 -

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF MASON CITY, IOWA, BY AMENDING TITLE 4, CHAPTER 1 "NUISANCES", REPEALING AND REPLACING TITLE 6, CHAPTER 1, SECTION 9, "REPAIRS OF SERVICE LINES", AND AMENDING TITLE 6, CHAPTER 1 "PUBLIC UTILITIES" BY ADDING A NEW SECTION 22, "LEAD SERVICE LINE REPLACEMENT"

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

Section 1: That the City Code of the City of Mason City, Iowa, should be and the same is hereby amended by adding a new Paragraph W to Title 4, Chapter 1, "Nuisances", Section 1, "Definitions" as follows:

TITLE 4
CHAPTER 1
NUISANCES
SECTION 1. DEFINITIONS

W. Any water service line that contains lead piping, fitting, fixture, solder, or any other lead component, or contains galvanized material presumed to be contaminated by lead under City Code 6-1-22 (C).

Section 2: That the City Code of the City of Mason City, Iowa, should be and the same is hereby amended by repealing Title 6, Chapter 1 "Public Utilities", Section 9, "Repairs of Service Lines", and replacing it as follows:

TITLE 6
CHAPTER 1
PUBLIC UTILITIES
SECTION 9. REPAIRS OF SERVICE LINES

- A. Whenever a water service line becomes out of repair or develops a leak, it shall be the duty of the property owner(s) to immediately authorize its repair or the installation of a new service. Failure of the property owner to authorize any such work shall subject the property to the immediate discontinuance of service.
- B. **Any water service(s) shared by multiple properties shall be separated into individual services at the time of repair or replacement under Paragraph (A) above. The cost and expense of such repair and/or replacement shall be equitably shared by the owners of properties served by said service(s).**

Section 3: That the City Code of the City of Mason City, Iowa, should be and the same is hereby amended by amending Title 6, Chapter 1 “Public Utilities”, by adding a new Section 22 entitled “Lead Water Service Line Replacement” as follows:

TITLE 6
CHAPTER 1
PUBLIC UTILITIES
SECTION 22. LEAD WATER SERVICE LINE REPLACEMENT

- A. Any water service line that contains any lead piping, fitting, fixture, solder, or other lead component determined to be in need or repair may only be repaired if the repair results in the elimination of all lead components, and if repair would not result in the elimination of all lead components, said service line shall then be replaced.
- B. Any water service line that contains any lead piping, fitting, fixture, solder, or other lead component identified during City project planning or construction shall be modified in a way that removes all lead components, if possible, and if not possible then replaced.
- C. Galvanized water service lines are presumed to be contaminated with lead, and are therefore subject to Paragraph A and B above, unless the property owner provides irrefutable evidence that that the galvanized line was never downstream from a water service line with lead components.
- D. Any water service line found to have lead components or presumed to be contaminated with lead as described in Paragraphs (A), (B) or (C) above shall not be re-established after having been physically discontinued.
- E. The City Administrator may work with property owners on timelines, conditions, or other terms of agreement to bring about compliance with Paragraphs (A) through (C) above , any such agreement to be in writing and signed by the City Administrator and the property owner(s).
- F. Water service lines with lead components or presumed to be contaminated with lead as described above are declared a nuisance under City Code 4-1-1 (W) and may be abated in accordance with Title 4.
- G. The City may adopt policies related to cost sharing for the replacement of lead water service lines.

Section 4: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5: 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 6: 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: May 19, 2026

2nd consideration:

3rd consideration:



**PUBLIC WORKS
DEPARTMENT**

Memorandum

To: Aaron Burnett, City Administrator
From: Jim Collins, Director of Public Works
Date: May 19, 2026
RE: Ordinance Amending Title 4, Chapter 1 – Nuisance Code (Refuse Cart Updates)

Recommendation:

Staff recommends approval of the ordinance amending Title 4, Chapter 1, "Nuisances," to incorporate updates related to City-issued solid waste and recycling carts and to clarify proper storage, placement, and handling of refuse and recyclables (1st, 2nd, or FINAL).

Review:

The proposed amendments to the nuisance ordinance are intended to align City Code with the transition to automated solid waste collection and the use of City-issued carts. These updates clarify that properly used and stored carts, as regulated under Chapter 4-2C, do not constitute a nuisance.

The amendments also reinforce expectations for proper containment and storage of garbage and recyclables, while ensuring that residents who follow City collection requirements are not subject to nuisance enforcement.

Specifically, the ordinance:

- Defines "City-issued cart" and incorporates it into the nuisance code framework.
- Clarifies that "normal accumulation" includes materials properly contained within City-issued carts and handled in accordance with City collection regulations.
- Specifies that carts placed for collection in compliance with City regulations are not considered obstructions.
- Updates nuisance definitions to distinguish between unlawful accumulations of waste and properly managed refuse within approved containers.

These updates provide consistency between operational practices and enforcement authority, reduce ambiguity for residents, and support the successful implementation of automated collection.

Budget Impact:

This ordinance has no impact on the operating budget.

Council Action Requested:

Staff respectfully requests approval of the ordinance amending Title 4, Chapter 1, "Nuisances," to incorporate refuse cart updates and related clarifications. (1st, 2nd, or FINAL)

Attachments:

1. Redline copy of Chapter 4-1
2. Clean copy of amended Chapter 4-1

Jim Collins

Jim Collins, Director of Public Works



Reviewed and Recommend Approval

ORDINANCE NO. 26 -

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF MASON CITY, IOWA, BY REPEALING TITLE 4: "HEALTH AND SANITATION", CHAPTER 1: "NUISANCES", SECTION 1: "DEFINITIONS" IN ITS ENTIRETY AND ADOPTING A NEW SECTION 1 IN LIEU THEREOF

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

Section 1: That the City Code of the City of Mason City, Iowa, should be and the same is hereby amended by repealing Title 4: "Health and Sanitation"; Chapter 1: "Nuisances", Section 1: "Definitions" and adopting a new Section 1 in lieu thereof as follows:

TITLE 4

CHAPTER 1: NUISANCES

4-1-1: DEFINITIONS:

For use in this chapter, the following terms are defined:

GARBAGE: ~~Food waste; discarded or useless material.~~

- A. Waste resulting from the handling, preparation, cooking and serving of foods, including cans, bottles, and cartons in which it is received and wrappings in which it may be placed for disposal
- B. Any other waste that is not identified as an accepted recyclable material by the Sanitation Division.

JUNK: Secondhand, worn or discarded articles.

CART / CITY-ISSUED CART: A wheeled, lidded container designed for automated collection and provided, owned, or authorized by the City for the collection of garbage, domestic refuse, or recyclables, pursuant to Chapter 4C.

NORMAL ACCUMULATION: For purposes of this chapter, the term "normal accumulation of garbage and recyclables" includes materials properly contained within City-issued solid waste or recycling carts and stored or placed for collection in accordance with Chapter 4-2C.

NUISANCE: Whatever is injurious to health, indecent, or offensive to the senses, or an obstacle to the free use of property, so as essentially to interfere with the comfortable enjoyment of life or property. In addition to any nuisance identified elsewhere in this code the following, although not all inclusive, are declared to be nuisances:

- A. The erecting, continuing, or using any building or other places for the exercise of any trade, employment, or manufacture, which, by occasioning noxious fumes, offensive smells, or other annoyances, becomes injurious and dangerous to the health, comfort, or property of individuals or the public.
- B. The causing or suffering any offal, filth, or noisome substance to accumulate or to remain in any place to the prejudice of others.

C. The obstructing or impeding without legal authority the passage of any navigable river, harbor, or collection of water.

D. The corrupting or rendering unwholesome or impure the water of any river, stream, or pond, or unlawfully diverting the same from its natural course or state, to the injury or prejudice of others.

E. The obstructing or encumbering by fences, buildings, or otherwise the public roads, private ways, streets, alleys, commons, landing places or burying grounds. City issued carts placed at the curb, alley, or other designated set-out location in compliance with City solid waste collection regulations and placed in such a manner as to not interfere with normal vehicle or nonmotorized traffic shall not be considered an unlawful obstruction.

F. Houses of ill fame, kept for the purpose of prostitution and lewdness, gambling houses, or houses resorted to for the use of controlled substances or houses where drunkenness, quarreling, fighting, or breaches of the peace are carried on or permitted to the disturbance of others.

G. Billboards, signboards, and advertising signs, whether erected and constructed on public or private property, which so obstruct and impair the view of any portion or part of a public street, avenue, highway, boulevard or alley or of a railroad or street railway track as to render dangerous the use thereof, especially near intersecting streets.

H. Any object or structure hereafter erected within one thousand feet (1,000') of the limits of any Municipal or regularly established airport or landing place, which may endanger or obstruct aerial navigation, including takeoff and landing, unless such object or structure constitutes a proper use or enjoyment of the land on which the same is located.

I. The accumulation of items including, but not limited to, the following: old or scrap rope, rags, batteries, paper, trash, rubber, debris, tires, waste, used lumber or salvaged wood; tree trunks, limbs and stumps, inoperable machinery, electronics, or appliances or parts of such machinery, electronics, or appliances; iron, steel, or other old or scrap ferrous materials; old or discarded glass, tinware, plastic or old or discarded household goods or hardware, except if stored inside a completely enclosed structure. Neatly stacked firewood located on a side yard or rear yard is not considered a nuisance. City-issued solid waste and recycling carts, when used for their intended purpose and stored in accordance with Chapter 4-2C, shall not be considered junk, debris, trash, or an unlawful accumulation.

~~—J. The depositing or storing of "garbage" or "recyclables" (as defined in section 4-2A-1 of this title) whether it is within a totally enclosed structure or not is prohibited except for the normal accumulation of garbage and recyclables stored for weekly City garbage collection.~~

J. The depositing or storing of garbage or recyclables, whether within a totally enclosed structure or not, is prohibited except for the normal accumulation of garbage and recyclables properly contained with City-issued carts or approved containers and stored or placed for collection in compliance with Chapter 4-2C of this Code.

K. The emission of dense smoke, noxious fumes, or fly ash.

L. Dense growth of all weeds, grasses, vines, brush, dead wood, or other vegetation in the City, so as to constitute a health, safety, or fire hazard, pursuant to article A of this chapter.

M. Trees infected with disease, blight, or pest infestation; dying trees; dead trees; and/or any tree lacking leaves on fifty (50) percent or more of its canopy during the growing season.

N. Effluent from septic tank or drainfield running or ponding on the ground in the open.

O. Any article or substance placed upon a street, alley, sidewalk, public ground, or in any ditch, waterway or gutter so as to obstruct the drainage.

P. Junk vehicles as set out in title 8, chapter 5 of this Code.

Q. All diseased animals.

R. All ponds or pools of stagnant water.

S. Carcasses of animals not disposed of within twenty four (24) hours after death, as set forth in section 167.15, Iowa Code.

T. Pollution of any public well as set out in title 6, chapter 1, article B of this Code, or cistern, stream or body of water by sewage, creamery or industrial wastes, or other substances.

U. Any building or portion thereof in which any of the following listed conditions exist either individually or in combination with each other to the extent of being injurious to health, indecent, or offensive to the senses, or an obstruction to the free use of property, so as essentially to interfere with the comfortable enjoyment of life or property, is a nuisance:

1. Infestation of insects, vermin or rodents,

2. General dilapidation or improper maintenance,

~~3. Lack of adequate garbage and rubbish storage and removal facilities as determined by the Code Enforcement Officer,~~

3. Lack of adequate garbage and rubbish storage and removal facilities as required by Chapter 4-2C of this Code,

4. Hazardous or unsanitary premises. Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, filth, vermin harborages, stagnant water, combustible materials and similar materials or conditions constitute fire, health or safety hazards, and those premises lacking adequate light, air, and heating or sanitary facilities (including running water and operable plumbing), thereby rendering them unfit for human habitation, occupancy, and use,

5. Deteriorated or ineffective waterproofing of exterior walls, roof, foundations or floors, including broken windows or doors,

6. Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering,

7. Broken, rotten, split or buckled exterior wall coverings or roof coverings,

8. Likelihood of any portion or member or appurtenance thereof to fail or become detached or dislodged or to partially or completely collapse and thereby injure persons or damage property, and

9. Inoccupancy for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance, a harborage for vagrants, and/or hazard to the public.

V. The shoveling, raking, throwing, dumping or depositing of any garbage, refuse, dirt, yard wastes, solid wastes or any other materials into any stream, river or creek or upon any stream, river or creek banks.

PROPERTY OWNER: The contract purchaser if there is one of record, otherwise the record holder of legal title.

REFUSE: Worthless or useless part of something.

RUBBISH: Useless waste or rejected matter.

TRASH: Something worth little or nothing; junk, rubbish, refuse and garbage. (Ord. 08-04, 5-20-2008; amd. 2017 Code; Ord. 20-11, 11-17-2020; Ord. 25-14, 11-18-2025)

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

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

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

PASSED AND APPROVED this day of , 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk

1st consideration: May 19, 2026
2nd consideration:
3rd consideration:



CITY
ADMINISTRATOR

Memorandum

To: The Honorable Mayor and City Council Members
From: Aaron Burnett, City Administrator
Date: May 14, 2026
RE: Recommendation to accept the River City Riverwalk project and approve final payment

Recommendation:

The recommendation is: that the City Council accept the project and approve final payment to Henkel Construction for the River City Riverwalk.

Review:

The Riverwalk has been completed, and final payment is being requested by Henkel Construction. The retained amount of \$24,539.29 will be paid no sooner than 30 days following acceptance of the project. This project has already received multiple awards and is gaining statewide attention for its creative placemaking.

Budget Impact:

The River City Riverwalk is a budgeted capital improvement project.

Council Action Requested:

I respectfully request the accept the project as complete and release the retainage.

Attachments:

Proposed resolution

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

Aaron Burnett, City Administrator

TO OWNER/CLIENT:

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

PROJECT:

Willow Creek Riverwalk
15 S Washington Avenue
Mason City, Iowa 50401

FROM CONTRACTOR:

Henkel Construction Company
208 East State Street
Mason City, IA 50401

VIA ARCHITECT/ENGINEER:

Bergland & Cram Architects, Inc.
115 S. Delaware Avenue
Mason City, IA 50401

CONTRACT FOR: Willow Creek Riverwalk

APPLICATION NO: 18

INVOICE NO: 2415M.18

PERIOD: 04/01/26 - 04/30/26

PROJECT NO: 2415M

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1.	Original Contract Sum	\$3,738,500.00
2.	Net change by change orders	\$152,285.41
3.	Contract Sum to date (Line 1 ± 2)	\$3,890,785.41
4.	Total completed and stored to date (Column G on detail sheet)	\$3,890,785.41
5.	Retainage:	
	a. 0.00% of completed work	\$0.00
	b. 0.00% of stored material	\$0.00
	Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6.	Total earned less retainage (Line 4 less Line 5 Total)	\$3,890,785.41
7.	Less previous certificates for payment (Line 6 from prior certificate)	\$3,866,246.12
8.	Current payment due:	\$24,539.29
9.	Balance to finish, including retainage (Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY		
	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$268,884.41	\$(116,599.00)
Total approved this month:	\$0.00	\$0.00
Totals:	\$268,884.41	\$(116,599.00)
Net change by change orders:	\$152,285.41	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR:

By:  Date: April 30, 2026

Mason Harris, Controller

State of Iowa
County of: Quinn

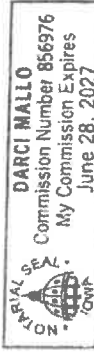
Subscribed and sworn to before

me this

30th day of April 2026

Notary Public:

My commission expires: June 28, 2027



ARCHITECT/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED:

\$24,539.29

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By:

Date:

5-4-26

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

CONTINUATION SHEET

DOCUMENT DETAIL SHEET

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 18
APPLICATION DATE: 4/30/2026
PERIOD: 04/01/26 - 04/30/26

Contract Lines

ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	C	D		E	F	G		H	I
				SCHEDULED VALUE	WORK COMPLETED			TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	1.C General Conditions.Misc. Credit	Supervision	\$120,000.00		\$120,000.00	\$0.00	\$0.00	\$120,000.00	100.00%	\$0.00	\$0.00
2	1.C General Conditions.Misc. Credit	General Conditions	\$265,000.00		\$265,000.00	\$0.00	\$0.00	\$265,000.00	100.00%	\$0.00	\$0.00
3	1.C General Conditions.Misc. Credit	Bonds and Insurance	\$23,819.00		\$23,819.00	\$0.00	\$0.00	\$23,819.00	100.00%	\$0.00	\$0.00
4	1.C General Conditions.Misc. Credit	Signage Allowance	\$15,000.00		\$15,000.00	\$0.00	\$0.00	\$15,000.00	100.00%	\$0.00	\$0.00
5	2.C Sitework.Misc. Credit	Earthwork	\$628,000.00		\$628,000.00	\$0.00	\$0.00	\$628,000.00	100.00%	\$0.00	\$0.00
6	2.C Sitework.Misc. Credit	Erosion Control	\$10,000.00		\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$0.00
7	2.C Sitework.Misc. Credit	Parking Lot Striping	\$4,500.00		\$4,500.00	\$0.00	\$0.00	\$4,500.00	100.00%	\$0.00	\$0.00
8	2.C Sitework.Misc. Credit	Sitework	\$20,000.00		\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%	\$0.00	\$0.00
9	3.C Concrete.Misc. Credit	Cast-in-Place Concrete	\$983,000.00		\$983,000.00	\$0.00	\$0.00	\$983,000.00	100.00%	\$0.00	\$0.00
10	3.C Concrete.Misc. Credit	Cast Stone Benches	\$42,000.00		\$42,000.00	\$0.00	\$0.00	\$42,000.00	100.00%	\$0.00	\$0.00
11	3.C Concrete.Misc. Credit	Power Wash PCC Slope	\$5,000.00		\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
12	3.C Concrete.Misc. Credit	Sandblasting	\$5,000.00		\$5,000.00	\$0.00	\$0.00	\$5,000.00	100.00%	\$0.00	\$0.00
13	5.C Steel.Misc. Credit	Railings and Ties	\$562,000.00		\$562,000.00	\$0.00	\$0.00	\$562,000.00	100.00%	\$0.00	\$0.00
14	6.C Carpentry.Misc. Credit	Rough Carpentry	\$43,681.00		\$43,681.00	\$0.00	\$0.00	\$43,681.00	100.00%	\$0.00	\$0.00
15	9.C Finishes.Misc. Credit	Painting	\$6,500.00		\$6,500.00	\$0.00	\$0.00	\$6,500.00	100.00%	\$0.00	\$0.00
16	16.C Electrical.Misc. Credit	Electrical	\$611,000.00		\$611,000.00	\$0.00	\$0.00	\$611,000.00	100.00%	\$0.00	\$0.00
17	16.C Electrical.Misc. Credit	Wall Lighting Allowance	\$2,000.00		\$2,000.00	\$0.00	\$0.00	\$2,000.00	100.00%	\$0.00	\$0.00
18	2.C Sitework.Misc. Credit	Landscaping	\$277,000.00		\$277,000.00	\$0.00	\$0.00	\$277,000.00	100.00%	\$0.00	\$0.00
19	2.C Sitework.Misc. Credit	Fencing	\$10,000.00		\$10,000.00	\$0.00	\$0.00	\$10,000.00	100.00%	\$0.00	\$0.00
20	2.C	Site Furnishings	\$85,000.00		\$85,000.00	\$0.00	\$0.00	\$85,000.00	100.00%	\$0.00	\$0.00

A	B	C	D	E	F	G	H	I
ITEM NO.	BUDGET CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (C - G)	RETAINAGE
	Sitework, Misc. Credit			THIS PERIOD				
		TOTALS:	\$3,738,500.00		\$0.00	\$3,738,500.00	\$0.00	\$0.00

Change Orders

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (C - G)	RETAINAGE
21	PCCO#001 Change Order #1	\$97,872.22	\$97,872.22		\$0.00	\$97,872.22	\$0.00	\$0.00
22	PCCO#002 Change Order #2	\$54,597.24	\$54,597.24		\$0.00	\$54,597.24	\$0.00	\$0.00
23	PCCO#003 Change Order #3	\$(184.05)	\$(184.05)		\$0.00	\$(184.05)	\$0.00	\$0.00
	TOTALS:	\$152,285.41	\$152,285.41		\$0.00	\$152,285.41	\$0.00	\$0.00

Grand Totals

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	BALANCE TO FINISH (C - G)	RETAINAGE
	GRAND TOTALS:	\$3,890,785.41	\$3,890,785.41		\$0.00	\$3,890,785.41	\$0.00	\$0.00

RESOLUTION NO. 26 –

A RESOLUTION ACCEPTING WORK AND ORDERING
PAYMENT FOR CONSTRUCTION OF THE “WILLOW
CREEK RIVERWALK PROJECT”

WHEREAS, on the 2nd day of April, 2024, the City of Mason City, Iowa, awarded and entered into a contract with Henkel Construction Company of Mason City, Iowa for construction of the “Willow Creek Riverwalk Project” in the City of Mason City, Iowa, as therein described, and

WHEREAS, said contractor has fully completed the construction of said improvements in accordance with the terms and contract and plans and specifications;

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

Section 1: That said project is hereby accepted as having been fully completed in accordance with the said plans, specifications, and contract. The total contract cost of the project payable under said contract is hereby determined to be \$3,890,785.41.

PASSED AND APPROVED this 19th day of May, 2026.

John P. Lee, Mayor

ATTEST:

Aaron Burnett, City Clerk