

RESOLUTION
2025-16

WHEREAS, it is desired to transfer monies from the General Supplemental Fund to the Public Health Fund; and,

WHEREAS, said operating transfers are in accordance with Section 331.432, Code of Iowa; and,

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Cerro Gordo County, Iowa, as follows:

The sum of Five hundred thousand and 00/100 (\$500,000) dollars is ordered to be transferred from the General Supplemental Fund to the Public Health Fund, effective January 27, 2025. (Transfer #1436)

The Auditor is directed to correct his books accordingly and to notify the Treasurer of this operating transfer.

The above and foregoing resolution was approved by the Board of Supervisors of Cerro Gordo County, Iowa on the 27th day of January, 2025. The vote thereon being as follows:

AYES: Watts, Callanan, Ginapp

NAYS: None

ABSENT: None

Chris Watts, Chairman
Board of Supervisors

ATTEST:

Bob Peshak
Deputy Auditor

County Auditor's Report of Fees Collected

SECTION 342.3 - CODE OF IOWA

STATE OF IOWA

Cerro Gordo County

TO THE BOARD OF SUPERVISORS OF Cerro Gordo COUNTY:

I, Tracie Siemers, Deputy

Auditor of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the quarter ending December 31, 2024 and the same has been paid to proper authorities, as per duplicate vouchers No. _____ hereto attached:

OFFICE FEES

For Transfer Fees _____		
Change of Title Fees _____		
Real Estate Filing Fees _____		
Copy Fees _____		
For Other Office Fees _____		
	Total Office Fees	
OTHER COLLECTIONS		
For Dog License _____		
Sale of Supplies _____		
Maps and Plats _____ GIS Maps/Real estate data _____		
For Miscellaneous Collections Other Than Office Fees _____		
For Sale of Plat Books _____	126.00	
For Sale of Election Reports _____	155.18	
	Total Other Than Office Fees	
	Total	281.18

All of which is respectfully submitted.

Tracie Siemers, Deputy
County Auditor.

Subscribed and sworn to before me by Tracie Siemers, Deputy County Auditor,

This 23rd day of January, 2025

Notary Public in the State of Iowa

Pure Storage

Ship To:

Cerro Gordo County
 220 N. Washington
 Mason City, IA 50401
 Ken Bahls
 (641) 421-3068
 kbahls@cerrogordo.gov

Bill To:

Cerro Gordo County
 220 N. Washington
 Mason City, IA 50401
 Accounts Payable
 (641) 421-3068
 itbilling@cgcounty.org

Carrier Access IT:

Quote #: 016498-1

Account Executive: Jeremy Baumann
 jbaumann@carrieraccessinc.com
 Account Specialist: Seth Ramaeker
 sramaeker@carrieraccessinc.com

Expiration Date: 01/28/2025

Pure Storage-148TB(12 Month)

The purchase of the Products in this section (the "Pure Storage Products") are governed by the terms and conditions on the Internet at <http://docs.carrieraccessit.com/hsptc.pdf>. Additionally, the purchase and use of the Pure Storage Products are also subject to the terms and conditions on the Internet at https://www.purestorage.com/content/dam/pdf/en/legal/pure_enduser-agreement.pdf (the "Pure Storage Terms") and Client's acceptance of this Quote will be deemed Client's acceptance of the Pure Storage Terms.

#	Description	Price	Qty	Ext. Price
Gold 12 Month Term				
1	Pure Storage FlashArray FA C20-148TB 8x18.6T	\$25,411.76	2	\$50,823.52
2	FA-C20- 148TB 1 Month Evergreen Forever Subscription, NBD Delivery, 24/7 Suppor	\$1,616.00	24	\$38,784.00
3	FA-XR2-25GEth- SFP-SR, 4- PACK	\$1,397.65	2	\$2,795.30
4	HBA, CONNECTX 6 LX, PCIe Gen4 x8, 25GbE DU. -PORT SFP28	\$524.12	4	\$2,096.48
5	One-time Courtesy Credit	(\$4,500.00)	1	(\$4,500.00)
Subtotal:				\$89,999.30

Financial Summary

Description	Amount
Pure Storage-148TB(12 Month)	\$89,999.30
Total:	\$89,999.30

Any pricing included herein is valid until the expiration date provided above and is exclusive of taxes, shipping and labor, unless specifically detailed above. Any tax information provided herein is an estimate and provided only for Client's convenience. Since this estimate is unique to your business and environment, CAIT would request this estimate be kept strictly confidential. Client acknowledges this quote is subject to the terms and



conditions of the first of the following which applies: (i) a separate agreement between either CAIT and Client or Carrier Access, Inc. and Client related to the subject matter hereof; (ii) a Master Client Agreement executed between the Parties on or after January 1, 2018; (iii) a Master Services Agreement executed between Carrier Access, Inc. and Client on or before December 31, 2017, which was assigned to CAIT; or (iv) the web-based terms and conditions on the Internet at <http://docs.carrieraccessit.com/webterms.pdf>. Unless otherwise stated in this Quote, the Hardware & Software will be invoiced upon shipment and will be due NET 30 days plus shipping and applicable taxes and CAIT reserves the right to invoice for partial shipments; Project Services will be invoiced upon completion of Project; and Managed Services will be invoiced as outlined in the applicable terms and conditions. CAIT reserves the right to require a downpayment prior to procurement of Products and/or Services.

Carrier Access IT, L.C.

Cerro Gordo County

Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

RESOLUTION 2025-

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

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

WHEREAS, the City has taken the first step by preparing a Feasibility Report that provides proposed improvements to reduce accidents and provide a safe route for walkers and bicyclers; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Cerro Gordo County Board of Supervisors, Cerro Gordo County, Iowa:

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

PASSED AND APPROVED THIS 27TH DAY OF JANUARY 2025

Chris Watts, Chairman
Board of Supervisors
Cerro Gordo County

ATTEST:

Bob Peshak, Deputy Auditor
Cerro Gordo County, Iowa

PURCHASE AGREEMENT

Parcel: 02-20-100-002/02-20-100-004County: Cerro Gordo CountyProject No: FM-C017(124)--55-17Road No. 514Seller: Jon W. Matson and Linda Matson, 21557 Heather Ave., Clear Lake, IA 50428THIS AGREEMENT made and entered into this 20 day of January, 2025, by and between Seller and CERRO GORDO COUNTY, IOWA, Buyer.

- 1a. SELLER AGREES to sell and furnish to Buyer a conveyance document, on forms(s) furnished by Buyer, and Buyer agrees to buy a perpetual easement on the following described real estate, hereinafter referred to the premises:

DESCRIPTION OF RIGHT OF WAY ACQUISITION

THE WEST 20 FEET OF THE EAST 65 FEET OF THE SOUTH 100 FEET OF THE NORTHEAST QUARTER (NE¼) OF THE NORTHWEST QUARTER (NW¼); AND, THE WEST 20 FEET OF THE EAST 65 FEET OF THE NORTH 50 FEET OF THE SOUTHEAST (SE¼) OF THE NORTHWEST QUARTER (NW¼) ALL IN SECTION TWENTY (20), TOWNSHIP NINETY-SEVEN (97) NORTH, RANGE TWENTY-ONE (21) WEST OF THE 5th P.M., IN CERRO GORDO COUNTY IOWA

- 1b. The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the road and accepts payment under this agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from Buyer for all claims per the terms of this agreement and discharges Buyer from liability because of this agreement and the construction of this public improvement project.
2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. SELLER GRANTS Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. SELLER MAY surrender possession of the premises prior to the time at which it has been agreed to do so and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer.
3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and surrender physical possession of the premises as shown on or before the dates listed below.

<u>PAYMENT AMOUNT</u>	<u>AGREED PERFORMANCE</u>	<u>DATE OF PERFORMANCE</u>
\$ _____	on conveyance of title	_____
\$ _____	on surrender of possession	_____
\$ <u>216.16</u>	on possession and conveyance	<u>60 days after Buyer approval</u>
\$ <u>200.00</u>	Damages – fence removal	
\$ <u>416.16</u>	TOTAL LUMP SUM	

<u>BREAKDOWN</u>	<u>AC./SQ.FT</u>	
Land by Fee Title	_____	Fence: <u>n/a</u> rods woven
Underlying Fee Title	_____	Fence: 6.06 rods barbed
Permanent Easement	<u>0.069 acres</u>	

4. SELLER WARRANTS that there are no tenants on the premises holding under lease except: _____
5. This agreement shall apply to and bind the legal successors in interest of the Seller in interest of Seller and SELLER AGREES to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession as required by the Code of Iowa, and agrees to warrant good and sufficient title. Names and addresses of lienholders are: _____

Parcel: 02-20-100-002/02-20-100-004
Project No: FM-C017124)--55-17

County: Cerro Gordo County
Road No. 514

Seller: Jon W. Matson and Linda Matson, 21557 Heather Ave., Clear Lake, IA 50428

6. Buyer agrees that any agricultural drain tiles that are located within the premises and are damaged or require relocation by construction shall be repaired or relocated at no expense to Seller. Buyer shall have the right of entry upon Seller's remaining property along the right of way line, if necessary, for the purpose of connecting said drain.
7. If Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of Seller.
8. These premises are being acquired for public purposes and this transfer is exempt from the requirements for filing of a Declaration of Value by the Code of Iowa.
9. Buyer hereby gives notice of seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement, as required by Section 6B.52 *Renegotiation of Damages* of the Code of Iowa.
10. Seller states and warrants that, to the best of Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein, except: _____
11. Buyer may include mortgagees, lienholders, encumbrancers, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the Total Lump Sum, Buyer agrees to pay \$100.00 for the cost of adding title documents required by this transaction to Seller's abstract of title.
12. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. Each page and each attachment is by this reference made a part hereof and the entire agreement consists of 3 pages.

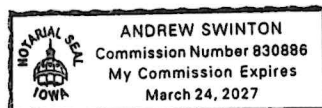
SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the Total Lump Sum payment shown herein is just and unpaid.

By: Jon W. Matson
Jon W. Matson
21557 Heather Ave.
Clear Lake, IA 50428

Linda Matson
Linda Matson
21557 Heather Ave.
Clear Lake, IA 50428

On this 20 day of January, 2025, before me, Andrew Swinton, a Notary Public in and for Cerro Gordo County, State of Iowa, personally appeared Jon W. Matson and Linda Matson to me known to be the persons named and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Andrew Swinton



Notary Public
In and for said county

Parcel: 02-20-100-002/02-20-100-004
Project No: FM-C017(124)--55-17

County: Cerro Gordo County
Road No. 514

Seller: Jon W. Matson and Linda Matson, 21557 Heather Ave., Clear Lake, IA 50428

BUYER'S ACKNOWLEDGEMENT

STATE OF IOWA: ss: On this ____ day of _____, 2025, before me, the undersigned, personally appeared Chris Watts, known to me to be the Chair, Board of Supervisors, representative of Buyer and who did say that said instrument was signed on behalf of Buyer by the authority duly recorded in its minutes, and acknowledged the execution of said instrument, which signature appears hereon, to be voluntary act and deed of Buyer and by it voluntarily executed.

Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Right of way agent (date)

Approved by: Chris Watts, Chair Board of Supervisors (date)

TEMPORARY CONSTRUCTION EASEMENT

I, **Jon W. Matson and Linda Matson**, being the owners of the NW¼ Section 20, T97N, R21W, of the 5th P.M., Cerro Gordo County, Iowa, grant the Board of Supervisors, acting for Cerro Gordo County, permission to encroach for the purposes of shaping the stream bank and ditches, placing erosion control measures including but not limited to placement of erosion blankets, revetment, and connecting tile lines as deemed necessary for bridge project on Hickory Avenue over Calmus Creek. This encroachment shall cover the following area:

Commencing at the S¼ corner of Section 20, T97N, R21W, thence north 3861.5 feet, thence west 45 feet to point of beginning, thence continue west 30 feet, thence north 170 feet, thence east 30 feet, thence south 10 feet, thence west 20 feet, thence south 150 feet, thence east 20 feet, thence south 10 feet to point of beginning.

Cerro Gordo County, or its duly authorized agents, shall have temporary right of ingress and egress to and from said property. This temporary construction easement shall end upon completion of project FM-C017(124)—55-17 but no later than December 31, 2026.

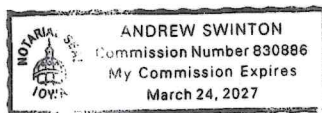
This agreement entered into without further compensation by either of the parties hereto.

Signed this 20 day of January, 2025

Jon W. Matson
Jon W. Matson

Linda Matson
Linda Matson

On this 20 day of January, 2025, before me, Andrew Swinton, a Notary Public in and for Cerro Gordo County, State of Iowa, personally appeared Jon W. Matson and Linda Matson, to me known to be the persons named and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Andrew Swinton
Notary Public
In and for said county

CERRO GORDO COUNTY BOARD OF SUPERVISORS:

Chris Watts

I hereby attest the above TEMPORARY CONSTRUCTION EASEMENT with Jon W. Matson and Linda Matson, was signed by the Chair of the Cerro Gordo County Board of Supervisors at their regular meeting on the ____ day of _____, 2025

Adam Wedmore, Auditor

Prepared by: Cerro Gordo County Engineer, 17274 Lark Avenue, Mason City, Iowa 50401
For: Cerro Gordo County Engineer, 17274 Lark Avenue, Mason City, Iowa 50401
Return to: Cerro Gordo County Engineer, 17274 Lark Avenue, Mason City, Iowa 50401

(641) 424-9037
(641) 424-9037
(641) 424-9037

EASEMENT FOR ROAD PURPOSES AND UTILITY ACCOMMODATION

For the consideration of One Dollar and other valuable consideration, the receipt of which is hereby acknowledged, **JON W. MATSON AND LINDA MATSON**, husband and wife, as Tenants in Common, Grantor, do hereby grant to **CERRO GORDO COUNTY, Iowa**, Grantee, a perpetual easement for road purposes and for utility accommodation in, to, on, over and across real estate in Cerro Gordo County, Iowa:

THE EASEMENT RIGHT GRANTED FOR ROAD PURPOSES AND UTILITY ACCOMMODATION IS TO LAND DESCRIBED AS FOLLOWS:

THE WEST 20 FEET OF THE EAST 65 FEET OF THE SOUTH 100 FEET OF THE NORTHEAST QUARTER (NE¹/₄) OF THE NORTHWEST QUARTER (NW¹/₄); AND, THE WEST 20 FEET OF THE EAST 65 FEET OF THE NORTH 50 FEET OF THE SOUTHEAST (SE¹/₄) OF THE NORTHWEST QUARTER (NW¹/₄) ALL IN SECTION TWENTY (20), TOWNSHIP NINETY-SEVEN (97) NORTH, RANGE TWENTY-ONE (21) WEST OF THE 5th P.M., IN CERRO GORDO COUNTY IOWA

Excluding any existing right of way; said right of way acquisition containing 0.069± acres of new easement as shown on attached plat.

A portion of the perpetual easement is to be used for utility accommodation, including the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove an electric and telecommunications line or lines, consisting of poles, towers, crossarms, insulators, wires, guy wires, anchors and other necessary fixtures, equipment and construction for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof.

Together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor agrees to not construct or place any buildings, structures, plants, or other obstructions on the property described above which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the Line.

Grantor also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said line or lines.

Grantee, its contractor, or agent may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

Grantor also grants to the Grantee the right of ingress and egress to said line or lines, over/under lands now owned by the Grantor, for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, and the Grantee agrees to pay to the Grantor or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

This easement and transfer are exempt from transfer tax. Iowa Code Sec. 428A.2(17).

This easement is being acquired for public purposes and a Declaration of Value is not required. Iowa Code Sec. 428A.1.

Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenant to warrant and defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead, and distributive share in and to the easement.

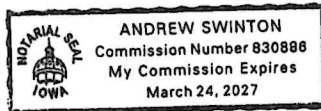
Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 20 day of January, 2025.

By: Jon W. Matson
Jon W. Matson
21557 Heather Ave.
Clear Lake, IA 50428

Linda Matson
Linda Matson
21557 Heather Ave.
Clear Lake, IA 50428

On this 20 day of January, 2025, before me, Andrew Swinton, a Notary Public in and for Cerro Gordo County, State of Iowa, personally appeared Jon W. Matson and Linda Matson to me known to be the persons named and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



Andrew Swinton
Notary Public
In and for said county