

RESOLUTION
2026-

WHEREAS, it is desired to transfer monies from the 911 Surcharge Fund to the 911 Operations 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 One hundred five thousand and 00/100 (\$105,000) dollars is ordered to be transferred from the 911 Surcharge Fund to the 911 Operations Fund, effective July 20, 2026. (Transfer #1448)

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 20th day of July, 2026. The vote thereon being as follows:

AYES: Callanan, Ginapp, Watts

NAYS: None

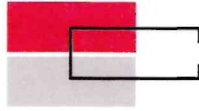
ABSENT: None

Casey M. Callanan, Chairman
Board of Supervisors

ATTEST:

Bob Peshak
Deputy Auditor

\$ <u>105,000</u>		AUDITOR'S OFFICE OF <u>Cerro Gordo</u>		COUNTY, IOWA
To the Treasurer of <u>Cerro Gordo</u>		Date <u>July 20, 2026</u>		
YOU ARE HEREBY AUTHORIZED TO TRANSFER				
<u>One hundred five thousand</u>				
From <u>911 Surcharge</u>	<u>099-0300-604-8030-000000</u>	DOLLARS		
To <u>911 Operations</u>	<u>101-9010-604-0300-000000 Type 4</u>	Fund		
Out of any of said Fund in the County Treasury not otherwise appropriated.				
BY ORDER OF THE BOARD OF SUPERVISORS				
No. <u>1448</u>	(Date)	SESSION	County Auditor <u>Jessie Stone</u> Deputy County Auditor	



BERGLAND + CRAM
architecture | planning | interiors

Tom Meyer
Cerro Gordo County
220 N Washington Ave
Mason City Iowa, 50401

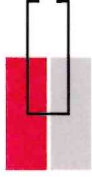
July 16, 2026

Tom,

On Tuesday July 14th we had the bid opening for the Cerro Gordo County Rockwell Secondary Roads Project. We received 10 bids for the project. After having reviewed the bid documents, I would like to recommend Larson Contracting out of Lake Mills, IA as the Responsible and Responsive low bidder. They submitted a base bid of \$1,698,881. Larson noted a add alternate #1 of \$33,974 for shifting from simple saver wall insulation to spray foam wall insulation.

Best regards,

Doug Foreshoe, AIA



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BID SUMMARY

07.14.2026 10:00AM

CERRO GORDO COUNTY, ROCKWELL, SECONDARY ROADS MAINTENANCE FACILITY
ROCKWELL, IA

BID BOND %	RECPT. ADDENDUMS 1,2,3	BID SIGNED	BASE BID AMOUNT	ALTERNATE #1 - Add for shifting to spray foam insulation at exterior walls				
Dean Snyder Construction								
X	X	X	\$1,907,000.00	Clear Lake, IA	\$18,306.00			
Henkel Construction								
X	X	X	\$2,009,000.00	Mason City, IA	\$28,500.00			
Jensen Builders								
X	X	X	\$2,161,000.00	Fort Dodge, IA	\$15,000.00			
Stegge Construction								
X	X	X	\$2,218,724.00	Waverly, IA	\$38,383.00			
Kingland Cosntruction								
X	X	X	\$1,775,000.00	Forest City, IA	\$23,000.00			
Cardinal Construction								
X	X	X	\$1,779,000.00	Waterloo, IA	\$29,000.00			
Sande Construction								
X	X	X	\$1,895,096.00	Humboldt, IA	\$44,847.00			
The Joseph Company								
X	X	X	\$2,014,700	Austin, MN	27,000.00			
Brennan Companies								
X	X	X	\$1,993,000	Mankato, MN	\$41,478.00			
Larson Contracting								
X	X	X	\$1,698,881	Lake Mills, IA	\$33,974.00			

SECTION 00 4113
BID FORM

CERRO GORDO COUNTY – ROCKWELL SECONDARY ROADS BUILDING

Cerro Gordo County Supervisors
220 North Washington Avenue
Mason City, Iowa, 50401

BIDS DUE: 10:00 a.m. July 14, 2026

AT: Cerro Gordo County – County Auditors' Office
220 North Washington Avenue
Mason City, Iowa, 50401

TO: Cerro Gordo County Supervisors

ATTENTION Mr. Brandon Billings

Larson Contracting Central, LLC

Name of Corporation, Partnership, Sole Owner (cross out inapplicable)

of
508 West Main Street Lake Mills, IA 50450 641-592-5800

Street City Zip Phone

hereby agree(s) to execute proposed contract and to furnish a satisfactory bond in the amount specified and to provide all labor and materials required for the construction of the project designated above, for the prices set forth below, in strict accordance with the Contract Documents prepared by Bergland and Cram Architects, Inc. (and associated consultants), 1002 East State Street, Suite A, Mason City, IA 50401 dated (plan/spec date).

BASE BID

Base Bid includes all work required to complete the Project, including Conditions of the Contract and Division 1 General Requirements, General Construction, Mechanical and Electrical Work for the sum of:

ONE MILLION, SIX HUNDRED AND EIGHT THOUSAND, DOLLARS (\$ 1,698,881.00)
EIGHT HUNDRED (CENT) ONE AND NO CENTS

ALTERNATE BIDS

Refer to Division 1, Section 01 2300, "Alternates"

Alternate No. One

State the amount to be add to the proposed sum to replace the R30 bag insulation at the exterior walls with R30 spray foam insulation. See drawings for more information.

ADD from Base Bid the Sum of:

THIRTY THREE THOUSAND, NINE HUNDRED SEVEN DOLLARS (\$ 33,974.00)

Amounts shall be shown in both words and figures where applicable. In case of discrepancy, the amount in words will govern.

UNIT PRICES

For changing quantities of work items from those indicated by the Contract Drawings upon written instructions from the Owner the following unit prices shall prevail:

UNIT PRICE	SCHEDULES ITEMS	UNIT OF MEASURE	UNIT PRICE ADD	UNIT PRICE DEDUCT
No. 1	Description	Unit of Meas.	\$ _____	\$ _____
No. 1	Over Excavation and recompaction of suitable foundation bearing soils	Cu. Yd.	\$ <u>40.00</u>	\$ <u>0.00</u>

Note: The above unit prices shall include labor, materials, material testing, compaction testing, baling, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Change shall be processed in accordance with Article 7 of the General Conditions AIA Document A201.

Should the undersigned be required to perform work over and above that required by the Contract Documents, or should he be ordered to omit work required by Contract Documents, he will be paid an extra, or shall credit the Owner, as the case may be, on the basis of unit prices quoted herein, prices quoted being sum total compensation payable or credit-labor for such items of work.

The Owner also reserves the unrestricted privilege to reject any unit prices for addition or deduction from the scheduled amounts of work as given in the proposal, if the same are considered excessive or unreasonable, or to accept by including the same in the Contract as unit prices applicable in the event of addition to or deduction from the work to be performed under the Contract, any or all such unit prices which may be considered fair and reasonable.

COMMENCEMENT, PROGRESS AND COMPLETION OF WORK

The undersigned agrees, if awarded the contract, to commence the contract work within ten (10) calendar days upon receipt of Owner's written "Notice to Proceed" or award of Contract.

The undersigned further agrees to Substantially Complete the work in compliance with the requirements of the Contract Documents by: **May 31, 2027**.
The undersigned understands that time is of the essence and agrees that the specified time period for completion stated above is a reasonable time for the completion of work.

FAMILIARITY WITH PROJECT CONDITIONS

The undersigned acknowledges having visited the project site, become familiar with existing conditions, and having attended the Pre-Bid Conference (if any). The undersigned, having familiarized (himself) (itself) with Drawings, Project Manual, Addenda, Instructions to Bidders, AIA General Conditions, Supplementary Conditions and other Contract Documents which govern the purchase of materials, labor, and awarding of contracts; hereby proposes and agrees to perform everything required, in a workmanship like manner, to complete the following Contract Work.

BID ACCEPTANCE

All Bids as stated above are effective and open for acceptance by the Owner for a period of sixty (60) days after date set for opening of bids.

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any and all bids or parts thereof, and to waive any irregularities.



Document A310™ - 2010

Bid Bond

Bond No. B30345

CONTRACTOR:

(Name, legal status and address)

Larson Contracting Central, LLC
508 West Main Street
Lake Mills, IA 50450

SURETY:

(Name, legal status and principal place of business)

ACSTAR Insurance Company
30 South Road
Farmington, CT 06032

OWNER:

(Name, legal status and address)

Cerro Gordo County
220 North Washington Avenue
Mason City, IA 50401

BOND AMOUNT:

PROJECT:

(Name, location or address, and Project number, if any)

Rockwell Secondary Road Building, Cerro Gordo County, Iowa, B+C Project - #25020

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of July 2026


(Witness)

Larson Contracting Central, LLC

(Principal)

(Title)

ACSTAR Insurance Company

(Surety)

(Title) Henry W. Nozko, Jr. - President


(Witness) Heather Sobolka - Bond Administrator

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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08/11/08

The Payment and Performance Bond will include a provision stating "The Bond amount cannot increase by more than 20% for all modifications and change orders in the aggregate without the written consent by the Surety."



Document A310™ - 2010

Bid Bond

Bond No. B30345

CONTRACTOR:

(Name, legal status and address)

Larson Contracting Central, LLC
508 West Main Street
Lake Mills, IA 50450

SURETY:

(Name, legal status and principal place of business)

ACSTAR Insurance Company
30 South Road
Farmington, CT 06032

OWNER:

(Name, legal status and address)

Cerro Gordo County
220 North Washington Avenue
Mason City, IA 50401

BOND AMOUNT:

PROJECT:

(Name, location or address, and Project number, if any)

Rockwell Secondary Road Building, Cerro Gordo County, Iowa, B+C Project - #25020

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of July 2026

(Witness)

(Witness) Heather Sobotka - Bond Administrator

Larson Contracting Central, LLC
(Principal)
(Seal)

ACSTAR Insurance Company
(Surety)
(Seal)

(Title) Henry W. Nozko, Jr. - President

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The Payment and Performance Bond will include a provision stating "The Bond amount cannot increase by more than 20% for all modifications and change orders in the aggregate without the written consent by the Surety."



POWER OF ATTORNEY

No. 38241

This Power of Attorney must have original corporate seal and red and blue ACSTAR logo to be valid.

Know all men by these presents: That ACSTAR Insurance Company, a corporation of the State of Illinois, having its principal office in the Town of Farmington, Connecticut, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on September 19, 2024, to wit:

RESOLVED, That the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the Chairman, the President, Executive Vice President and General Counsel, or any Attorney-in-fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the Chairman or President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the Chairman, the President, or Executive Vice President of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

does hereby nominate, constitute and appoint

HENRY W NOZKO, JR. HENRY W. NOZKO, III, GARY M. CASE, BRIAN P MARSHALL, each individually, its true and lawful Attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TEN MILLION DOLLARS (\$10,000,000.00) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, Henry W. Nozko, Jr., President, have hereunto subscribed his name and affixed the corporate seal of the ACSTAR Insurance Company this 29th day of October 2024.

ACSTAR Insurance Company

By Henry W. Nozko, Jr.
Henry W. Nozko, Jr., President

STATE OF CONNECTICUT)
) ss. FARMINGTON
COUNTY OF HARTFORD)

On this 29th day of October A.D. 2024, before me, a Notary Public of the State of Connecticut came, Henry W. Nozko, Jr., President of the ACSTAR Insurance Company, to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature was duly affixed by the authority and direction of the said corporation, and the Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the Town of Farmington the day and year first above written.



Heather L. Sobotka

Heather L. Sobotka - Notary Public
My Commission Expiration Date: October 31, 2029

I, the undersigned, Secretary or Assistant Secretary of ACSTAR Insurance Company, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary or Assistant Secretary, and affixed the corporate seal of the Corporation, this 8th day of July 2026.

Henry W. Nozko, III

Henry W. Nozko, III
Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency
rare, interest rate or residual value guarantees

**PROCEEDINGS FOR PUBLIC HEARING
AND ADOPTION OF PLANS,
SPECIFICATIONS, FORM OF CONTRACT
AND ESTIMATE OF COST**

Cerro Gordo, Iowa

July 20, 2026

The Board of Supervisors of Cerro Gordo, Iowa, met at the Cerro Gordo Court House, Mason City, Iowa, on July 20, 2026 at 10:00 a.m. The Chairperson presided and the roll being called, the following named Board Members were present and absent:

Present: Callanan, Watts, Ginapp

Absent: None

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost for the construction of certain public improvements described in general as **“Rockwell Secondary Roads Building, Rockwell, IA”**, the Chairperson called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the Clerk reported that no written objections thereto had been filed.

The Board of Supervisors took up and considered the proposed **Rockwell Secondary Roads Building, Rockwell, IA**. Board Member introduced the resolution next hereinafter set out and moved its adoption, seconded by Board Member . After due consideration thereof by the Board, the Chairperson put the question on the motion and the roll being called, the following named Board Members voted:

Ayes: All

Nays: None

Whereupon, the Chairperson declared the said motion duly carried and the said resolution adopted, as follows:

RESOLUTION NO. 2026-
RESOLUTION ADOPTING PLANS,
SPECIFICATIONS, FORM OF CONTRACT,
AND ESTIMATE OF COST

WHEREAS, on the 18th day of June 2026, plans, specifications, form of contract, and estimate of cost were filed with the office of the County Auditor for the construction of certain public improvements described in general as the **"Rockwell Secondary Roads Building, Rockwell, IA"**; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost for said public improvements was published as required by law:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF CERRO GORDO, IOWA.

Section 1. That the plans, specifications, form of contract, and estimate of cost are hereby approved as the plans, specifications, form of contract, and estimate of cost for said public improvements, as described in the preamble of this Resolution.

PASSED AND APPROVED, this 20th day of July 2026.

Casey M. Callanan, Chairperson

ATTEST:

Bob Peshak, Deputy Auditor

**PROCEEDINGS FOR MAKING AWARD
OF CONTRACT**

Cerro Gordo, Iowa

July 20, 2026

The Board of Supervisors of Cerro Gordo, Iowa, met at the Cerro Gordo Court House, Mason City Iowa, on July 20, 2026, at 10:00 a.m. The Chairperson presided and the roll being called, the following named Board Members were present and absent:

Present: Watts, Ginapp, Callanan

Absent: None

Whereupon, there was received and filed with the County Auditor a Consulting Engineer's report of the bids received on July 13, 2026, at the Cerro Gordo Court House and notice was duly published for construction of certain public improvements described in general as **"Rockwell Secondary Roads Building, Rockwell, IA"**, in accordance with the plans and specifications now adopted, as attached following:

(attach copy of report of bids received)

The Board took up and considered the proposed **Rockwell Secondary Roads Building, Rockwell, IA**. Board Member introduced the resolution next hereinafter set out and moved its adoption, seconded by Board Member . After due consideration thereof by the Board, the Chairperson put the question on the motion and the roll being called, the following named Board Members voted:

Ayes: All

Nays: None

Whereupon, the Chairperson declared the said motion duly carried and the said resolution adopted, as follows:

RESOLUTION NO. 2026-
RESOLUTION MAKING AWARD
OF CONSTRUCTION CONTRACT

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF CERRO GORDO, IOWA:

Section 1. That the following bid for the construction of certain public improvements described in general as "**Rockwell Secondary Roads Building, Rockwell, IA**", described in the plans and specifications heretofore adopted by this Board on July 20, 2026, be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: Larson Contracting Central, LLC

Amount of Bid: \$

Section 2. That the Chairperson and Auditor is hereby directed to execute contract with the contractor for the construction of said public improvements, said contract not to be binding on the County until approved by this Board.

PASSED AND APPROVED, this 20th day of July 2026.

Casey M. Callanan, Chairperson

ATTEST:

Bob Peshak, Deputy Auditor

**PROCEEDINGS FOR APPROVING
CONTRACT AND BONDS**

Cerro Gordo, Iowa
July 20, 2026

The Board of Supervisors of Cerro Gordo, Iowa, met at the Cerro Gordo Court House, Mason City, Iowa, on July 20, 2026 at 10:00 a.m. The Chairperson presided and the roll being called, the following named Board Members were present and absent:

Present: Callanan, Watts, Ginapp

Absent: None

Whereupon, the Chairperson and Auditor were directed by the Board of Supervisors on July 20, 2026 to execute contract with the contractor for construction of certain public improvements described in general as "**Rockwell Secondary Roads Building, Rockwell, IA**" said contract not to be binding on the County until approved by this Board. And, whereupon the contractor has submitted executed contracts, bonds, and proof of insurance in accordance with the plans and specifications previously adopted.

The Board took up and considered the proposed **Rockwell Secondary Roads Building, Rockwell, IA**. Board Member introduced the resolution next hereinafter set out and moved its adoption, seconded by Board Member . After due consideration thereof by the Board, the Chairperson put the question on the motion and the roll being called, the following named Board Members voted:

Ayes: All

Nays: None

Whereupon, the Chairperson declared the said motion duly carried and the said resolution adopted, as follows:

RESOLUTION NO. 2026-
RESOLUTION APPROVING CONTRACT AND BOND

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
CERRO GORDO COUNTY, IOWA:

That the construction contract and bond executed for the **Rockwell Secondary Roads Building, Rockwell, IA**, as described in the plans and specifications and which have been duly adopted by the Board of Supervisors, and proof of insurance coverage be and the same are hereby approved subject to review by Board Chairperson, County Auditor, County Attorney and Project Engineer as follows:

Contractor: Larson Contracting Central, LLC

Date of Contract: July 20, 2026

Bond surety: ACSTAR Insurance Company

Date of Bond: July 8, 2026

Portion of project: All Portions

PASSED AND APPROVED, this 20th day of July, 2026.

Casey M. Callanan, Chairperson

ATTEST:

Bob Peshak, Deputy Auditor

Prepared by Michelle Rush, 220 North Washington Ave., Mason City, IA 50401, (641)421-3075
Return to Michelle Rush, 220 North Washington Ave., Mason City, IA 50401, (641)421-3075

RESOLUTION #2026-
AMENDMENT NO. 468 TO ORDINANCE NO. 15, ARTICLE 5.2

WHEREAS, the Cerro Gordo County Planning & Zoning Commission, after study, has recommended that the change of zoning classification of a certain area hereinafter described, upon the application of Dean C. Schaefer and Tracy L. Schaefer, be made, and

WHEREAS, the final public hearing has been held with notice as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Cerro Gordo County Board of Supervisors that Ordinance No. 15, Article 5.2, of the Zoning Ordinance of Cerro Gordo County, Iowa, is hereby amended by changing the district boundaries thereof so as to change the classification of the following described property from the A-1 Agricultural District to the A-2 Agricultural Residence District on the following described real estate, to-wit:

Parcel A containing 5.78-acres being part of the Southeast Quarter (SE¼) of Section 10, Township 95 North, Range 21 West of the 5th P.M. Cerro Gordo County, Iowa as described in the Plat of Survey dated May 1, 2026 and recorded on May 14, 2026 with the Cerro Gordo County Recorder's Office as Document No. 2026-2440.

Motion was made by Supervisor and seconded by Supervisor that the foregoing Resolution be adopted.

Ayes – Watts, Ginapp, Callanan
Nays – None
Absent – None

Resolution adopted this 20th day of July, 2026.

Casey M. Callanan, Chairperson, Board of Supervisors
Cerro Gordo County, Iowa

I hereby certify that the foregoing is a full, true and complete copy of Resolution as full, true and complete as the same remains on file and of Record in my office.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Auditor's Office in Mason City, Iowa, this 20th day of July, 2026.

Bob Peshak, Deputy Auditor, Cerro Gordo County, Iowa



PLANNING AND ZONING

Cerro Gordo County Courthouse

220 N Washington Ave, Mason City, IA 50401

Tom Meyer, Zoning Administrator

Michelle Rush, Assistant Zoning Administrator

(641) 421-3075

plz@cerrogordo.gov

Planning & Zoning Commission Schaefer Change of Zone Staff Report Meeting – July 2, 2026 4:00 PM

Applicant: Dean & Tracy Schaefer

Existing Zoning: A-1 Agricultural District

Location: 11332 and 11446 Killdeer Avenue, Rockwell, IA, Iowa

Request: Rezone 5.78-acres from the A-1 Agricultural District to the A-2 Agricultural Residence District

STAFF REVIEW:

Proposed Parcel A is 5.78-acres in size and includes the 0.46 gross acre parcel located at 11446 Killdeer Avenue. The 0.46-acre parcel was separated out in 1972 and was grandfathered A-1. The 0.46-acre parcel at 11446 Killdeer Avenue does not meet the size requirement in the A-1 District or the A-2 District.

The 0.46-acre parcel at 11446 Killdeer Avenue contains a dwelling and a detached garage. The garage is 0.4' from the front lot line at its closest point. The dwelling also does not meet the required 50' front yard setback. However, these structures were constructed as farm-related structures and were considered farm exempt under state law at the time of construction. As a result, the existing setbacks are considered lawful nonconforming conditions.

The building site at 11332 Killdeer Avenue that will be separated from the surrounding farm ground to the north and west contains a dwelling, 2 sheds and 2 barns. The dwelling does not appear to meet the required front yard setback. However, this structure was constructed as a farm-related structure and is considered farm exempt under state law at the time of construction. As a result, the existing setbacks are considered lawful nonconforming conditions.

There are currently three parcels in the SE¼ of Section 10. The 0.46-acre parcel at 11446 Killdeer Avenue will be combined with the building site at 11332 Killdeer Avenue to create the 5.78 acre parcel.

Because proposed Parcel A is less than 10 acres in size, a rezoning from **A-1 Agricultural District** to **A-2 Agricultural Residence District** is being requested.

Separating the building site from the surrounding farmland will not create access issues for the remaining farmland. There is a farm field located just north of the grove of trees along the north property line into the field from Killdeer Avenue. Additionally, the remaining farmland is being sold to the farmer who owns the surrounding farmland to the north and west.

The rezoning request is in general compliance with the Comprehensive Plan. The request involves two existing building sites, one of which is undersized for the A-1 and A-2 Districts at 0.46 gross acres. No farmland will be taken out of production, and the proposed split will not create access issues for the remaining agricultural land.

RECOMMENDATION:

Staff recommends that the rezoning request for proposed Parcel A from **A-1 Agricultural District** to **A-2 Agricultural Residence District** be forwarded to the Board of Supervisors with a recommendation for approval.

EXHIBITS:

- Exhibit 1: Figures 1-4
- Exhibit 2: Change of Zone Application dated May 26, 2026
- Exhibit 2: Plat of Survey
- Exhibit 3: Parcel Highlight

Figure 1
Building site at 11446 Killdeer Ave



Figure 2
Looking north to south along Killdeer Ave at 11446 Killdeer Ave

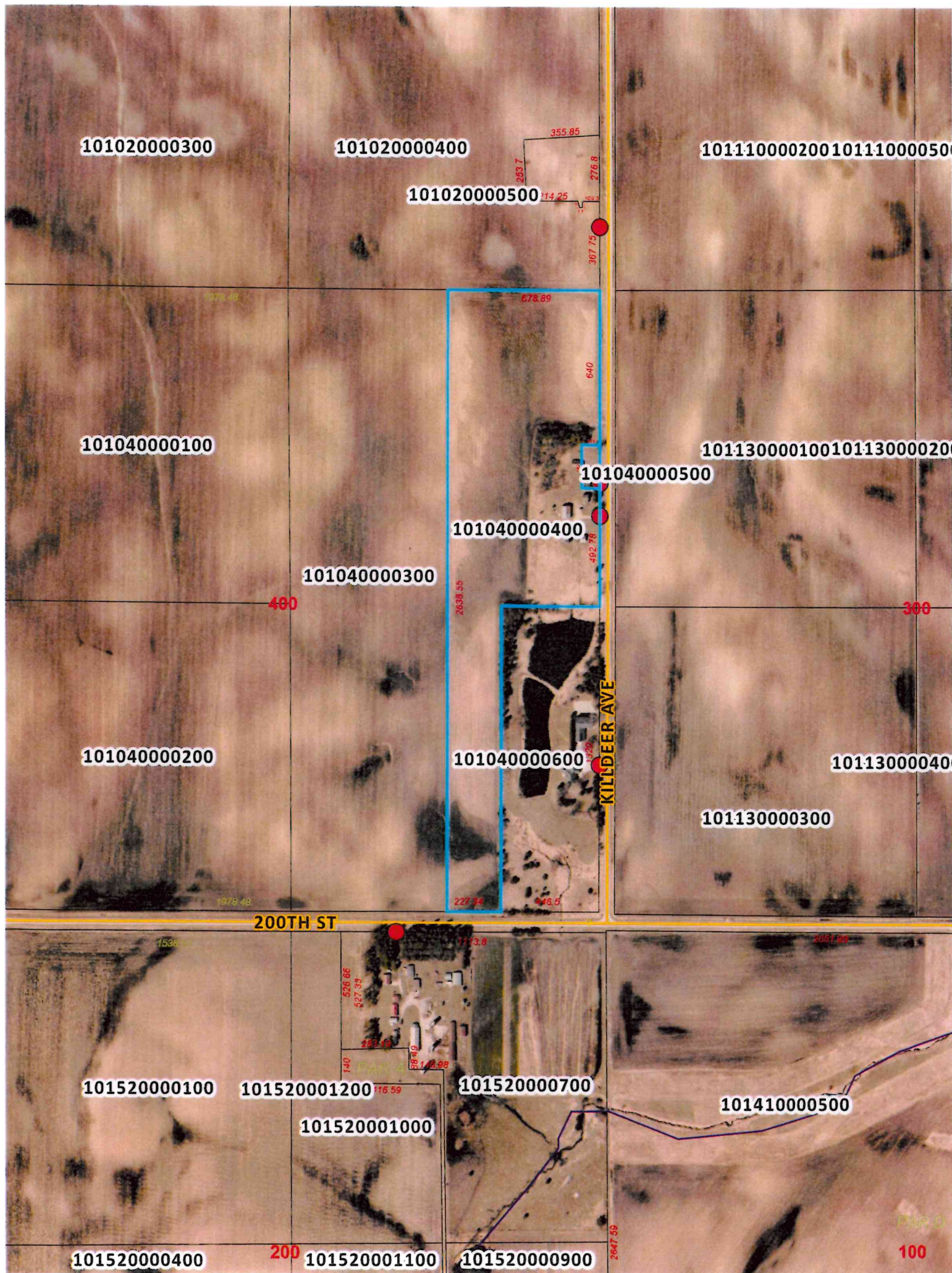


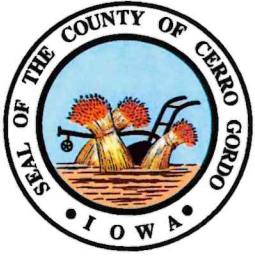
Figure 3
Looking south to north along Killdeer Ave at 11332 Killdeer Avenue



Figure 4
Building Site at 11332 Killdeer Avenue







Cerro Gordo County Engineer

Phone: (641) 424-9037
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17274 Lark Ave.
Mason City, Iowa 50401

Brandon Billings, P.E.
Assistants: Andy Swinton, and Spencer Nielsen
Administrative Assistant: Michele Eiklenborg

Agenda item

I would like to be on the agenda for the board to discuss authorizing me to move forward working with the railroad on 2 problematic crossing repairs.

One would be just south of B15 in Plymouth \$100,000 our cost (\$200,000 total cost) and the other is just south of the Engineers office on Lark for around \$80,000 our cost (\$160,000 total project). These are unexpected projects and will require to be amended in for our annual amendment later in the year.

The agenda item should be:

Discussion and authorization to add two railroad maintenance projects.