MEMORANDUM OF UNDERSTANDING BETWEEN THE CITIES OF CLEAR LAKE AND MASON CITY AND CERRO GORDO COUNTY, IOWA –

ECONOMIC DEVELOPMENT PROJECT PLANNING AREA

This Memorandum of Understanding (the “Memorandum”) is entered into as of the ____ day of __________, 2013, by and between the City of Mason City, Iowa, a Municipal Corporation of the State of Iowa (“Mason City”), the City of Clear Lake, Iowa, a Municipal Corporation of the State of Iowa, (“Clear Lake”), and Cerro Gordo County, Iowa, a Municipal Corporation of the State of Iowa (the “County”).

WHEREAS, in Fall 1998 Mason City, Clear Lake and the County entered into an agreement to jointly fund a comprehensive plan for a portion of the Iowa Highway 122 corridor (the “corridor”) between the cities of Mason City and Clear Lake within Cerro Gordo County; and

WHEREAS, a comprehensive plan, “Developing Common Ground” was completed in December 1999 and its recommendations were provided to the participating entities; and

WHEREAS, that plan designated the unincorporated corridor area between the two cities as “Future Development” and recommended that any prospective future development not exceed the capacity or ability of the two cities to provide municipal water and gravity sanitary sewer service to development along the corridor; and

WHEREAS, the geographic proximity of the two cities to one another raises issues of mutual interest related to economic development project planning, land use planning, the provision of municipal services, and the construction of municipal facilities; and

WHEREAS, Mason City has determined that it can provide water and gravity sanitary sewer service to properties along both sides of the corridor adjacent to its western city limits (see Exhibit A), as may be required and necessary to facilitate an appropriate economic development project without need for new wells or lift stations; and

WHEREAS, the County has determined that the current zoning of certain properties along the corridor no longer correspond with desired development due to large areas being unsuitable for improvement due to floodplains; potential impacts on existing development; the desire to consider the impacts of specific proposals as they emerge; and the desire to improve the quality of development; and

WHEREAS, the mayors, administrative officers, and other representative officials, both elected and appointed, of the two cities and County have met to discuss the collective interests of the two cities and County in coordinating proactive economic development project planning and land use planning for said undeveloped area (see Exhibit A) between the two cities; and
WHEREAS, the City Councils of the two cities and the Board of Supervisors of Cerro Gordo County met separately to discuss proactive economic development project planning and land use planning issues of mutual concern to the two cities and County.

IT IS THEREFORE MUTUALLY UNDERSTOOD as follows:

1. In the interest of providing for effective and proactive economic development project planning in the undeveloped area contiguous and west of the Mason City city limits in the Highway 122 corridor, the two cities and County agree that the City of Mason City and Cerro Gordo County may treat any of the lands designated as the Economic Development Project Planning Area [EDPPA], attached hereto as Exhibit “A”, as property that should, in the event of significant economic development activity in the EDPPA which places preference upon the provision of municipal services, be considered for future City of Mason City service extension and subsequent annexation.

2. The County agrees that properties along the IA 122 corridor currently zoned M-1 Light Industrial in Section 10, Township 96 North, Range 21 West, so long as said lands are not annexed to any city, shall be rezoned to A-1, Agriculture, within six (6) months of the date that this Memorandum is approved except the NE¼ of the SE¼ of said section which may remain zoned M-1. See Exhibit “B.”

3. The County agrees that properties along the IA 122 corridor currently zoned C-2, General Commercial in Section 12, Township 96 North, Range 21 West, so long as said lands are not annexed to any city, shall be rezoned to A-1, Agriculture, within six (6) months of the date that this Memorandum is approved, except those lands currently used for commercial purposes, specifically Parcel No. 061230000200 and Parcel No. 061230000300, which may remain zoned C-2. See Exhibit “B.”

4. The County agrees that properties along the north side of the County Road B-35 (255th Street) corridor currently zoned M-2 Heavy Industrial in Sections 10, 14, and 15, Township 96 North, Range 21 West, so long as said lands are not annexed to any city, shall be rezoned to A-1, Agriculture, within six (6) months of the date of this Memorandum is approved, except those lands located in the S½ of the NW¼ of Section 14, which may remain zoned M-2. See Exhibit “B.”

5. For all other unincorporated lands along the IA 122 corridor, the County agrees to maintain the current zoning; however, the County may rezone lands with frontage along the corridor to a residential or commercial zoning district that permits uses also allowed in Mason City’s Z4 Multi-Use District, so long as said lands have not been annexed to any city.

6. The County agrees not to object to any expansion of the Mason City Unified Urban Renewal Area or any other establishment of an urban renewal area, in accordance with Iowa Code, into or upon any of the lands annexed to Mason City pursuant to this Memorandum. Likewise, Mason City agrees not to object to any expansion of the County’s Corridor Urban Renewal Area, in accordance with Iowa Code, on any property located in the unincorporated areas pursuant to this Memorandum.
7. All parties agree that the terms of this Memorandum of Understanding are consistent with the recommendations of the “Developing Common Ground” plan.

8. This Memorandum is not legally binding on any party, but is a mutual expression of intent by the City Councils of the two cities and the County Board of Supervisors. The parties acknowledge and agree that implementation of this Memorandum will require, where appropriate, legislative and administrative action, the allocation of public funds, and a commitment of city staff and other resources to effectuate the terms and commitments set forth in this memorandum.

9. This Memorandum of Understanding may be amended upon mutual agreement of all parties.

10. This Memorandum of Understanding shall remain in effect until December 31, 2018 unless one (1) of the parties notifies the other two (2) in writing that it intends to withdraw from the Memorandum.

IN WITNESS WHEREOF, this Memorandum has been duly approved and executed as of the day and year first above written.

CITY OF MASON CITY, IOWA        CERRO GORDO COUNTY, IOWA,

By ___________________________ By ___________________________
   Eric Bookmeyer, Mayor             Jay Urdahl, Chair
                      County Board of Supervisors

By ___________________________ By ___________________________
   Brent Trout, City Clerk             Becky Kirchgatter,
                      Deputy Auditor

CITY OF CLEAR LAKE, IOWA

By ___________________________
   Nelson P. Crabb, Mayor

By ___________________________
   Jennifer Larsen, City Clerk