

**LE MARS CITY COUNCIL REGULAR MEETING
TUESDAY, JANUARY 20, 2026, 12:00 P.M.
AGENDA**

A. CALL TO ORDER – MAYOR

PLEDGE OF ALLEGIANCE

ROLL CALL – CITY CLERK

COUNCIL MEMBERS: WICK____ STURGEON____ BRUNS____
PICK____ CONYERS____

MOTION TO APPROVE THE AGENDA

B. HEARINGS – 12:00 PM

1. Crossroads Commons Rezoning
2. Vacate Easements – Nor-Am Cold Storage

C. GENERAL DISCUSSION

1. Citizens
2. “Thumbs Up” Award

D. CONSENT ITEMS

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

1. Approval of January 6, 2026, Regular Meeting Minutes
2. List of Bills for Period Ending 1/16/26
3. Monthly Financial Statement for December 2025
4. Renewal of Liquor License (Dusty Lady, The Brew, Kwik Star) and a Temporary Premise Transfer to Habitude Coffee House
5. Urban Revitalization Tax Exemption Request

E. ACTION ITEMS

1. 2026 Business Highway 75 Reconstruction Project
2. Rezoning – 927 6th Avenue SW
3. Airport Manager’s Agreement
4. Offer to Purchase Property
5. Approval of Public Improvements – Dogwood 4th and 5th Additions

F. DISCUSSION

1. City Administrator
2. Finance Director
3. Council/Mayor
 - a. Annual Reports – (Water, Public Facilities, Streets)

G. ADJOURNMENT

CITY OF LE MARS, IOWA

Hearing	REQUEST FOR COUNCIL ACTION	Date: January 20, 2026
	Description: Crossroads Commons Rezoning	Item No. B-1

Information:

At the January 6, 2026, meeting, Council set this as the date and time to hear public comments on the Crossroads Commons rezoning request. The request is to rezone all lots from AG (Agricultural) to B-2 (General Business).

Recommendation:

The Mayor opens the hearing and asks comments on the rezoning. After hearing all comments, the Mayor announces the time for receiving comments is closed.

Administration and Planning & Zoning Commission recommend Council approval.

COUNCIL ACTION REQUESTED

Motion to approve the first reading of Ordinance No. _____ amending zoning districts for Crossroads Commons from AG (Agricultural) to B-2 (General Business).

(Roll Call)

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING DISTRICTS
IN THE CITY OF LE MARS, IOWA

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LE MARS, IOWA AS
FOLLOWS:

That Chapter 167.03, Paragraph 1, Zoning Regulations is hereby amended such that the
following described real estate, to wit:

LEGAL DESCRIPTION

Crossroads Commons, lots 1 through 15, located at the intersection of 24th Street SW
and Key Avenue, Plymouth County, Iowa.

within the AG (Agricultural) be, and the same hereby is rezoned to B-2 (General Business).

All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are
hereby repealed.

This Ordinance shall be in full force and effect from and after its passage, approval and
publication as required by law.

PASSED AND APPROVED this ___ day of February 2026.

ATTEST:

Rob Bixenman, Mayor

Jan Feller, City Clerk

CLERK'S CERTIFICATE

STATE OF IOWA)
 * ss:
PLYMOUTH COUNTY)

I, Jan Feller, City Clerk of the City of Le Mars, Iowa certify that the foregoing Ordinance was
passed by a duly constituted quorum of the City Council of the City of Le Mars, Iowa, meeting in
regular session on the ___ day of February 2026 and that said Ordinance was published in the
official City newspaper, the Le Mars Sentinel, in its issue dated this ___ day of February 2026.

Jan Feller, City Clerk

SEAL

First Reading: _____
Second Reading: _____
Third Reading: _____

FINAL PLAT OF CROSSROADS COMMONS

A SUBDIVISION TO THE CITY OF LE MARS,
PLYMOUTH COUNTY, IOWA

AREA TABLE:

- Lot 1 = 44,748 sq. ft.
- Lot 2 = 44,518 sq. ft.
- Lot 3 = 44,402 sq. ft.
- Lot 4 = 44,206 sq. ft.
- Lot 5 = 50,049 sq. ft.
- Lot 6 = 104,876 sq. ft.
- Lot 7 = 126,150 sq. ft.
- Lot 8 = 126,022 sq. ft.
- Lot 9 = 126,372 sq. ft.
- Lot 10 = 129,083 sq. ft.
- Lot 11 = 101,681 sq. ft.
- Lot 12 = 183,512 sq. ft.
- Lot 13 = 64,162 sq. ft.
- Lot 14 = 45,987 sq. ft.
- Lot 15 = 157,450 sq. ft.

Point of Beginning = 147,920 sq. ft.
Total = 1,824,767 sq. ft. = 35.00 acres

ZONING: RESIDENTIAL ZONE R-2
ENCLOSURE SETBACKS:
SEE ZONING REGULATION 487.17

LEGEND

- Indicates Set 587 Rebar
- Purple Plastic Cap PLS 27273
- Indicates Found 60P Rebar
- Purple Plastic Cap PLS 27273
- ▲ Section Corner
- Found as Noted

- Boundary Line
- Lot Line
- Section Line
- 18th Line
- Easement Line

Drainage and Utility Easements are shown thus:



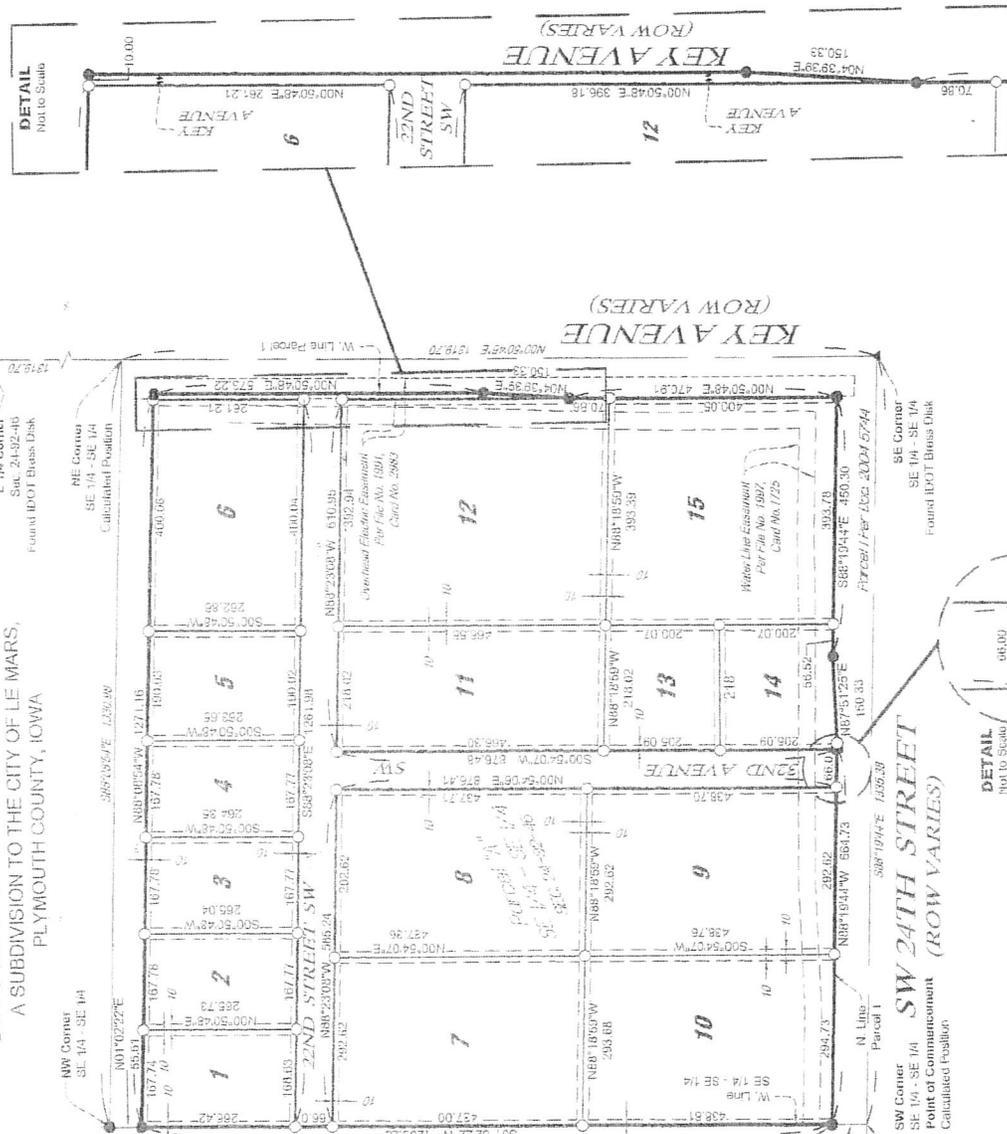
Building 10 feet to north and adjoining lot lines, 10 feet to south and rear lot lines, unless otherwise indicated on the plat.



PN: 252501
Sheet 2 OF 2
Submitted by: SAN
Date: 12/11/25

I hereby certify that this land surveying document was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Erin R. Rafter
Professional Surveyor No. 27273
Map of Section 24, Township 14N, Range 12W, Plymouth County, Iowa
Prepared and drawn by this scale 1" = 11.37'



DETAIL
Not to Scale

DETAIL
Not to Scale

DETAIL
Not to Scale

CITY OF LE MARS, IOWA

Hearing	REQUEST FOR COUNCIL ACTION	Date: January 20, 2026
	Description: Vacate Easements – Nor-Am Cold Storage	Item No. B-2

Information:

At the January 6, 2026, meeting, Council set this as the date and time to hear public comments regarding the vacating of numerous easements at 801 6th Street SW and 1555 21st Street SW. Both properties are owned by Nor-Am Cold Storage. The easements being vacated are no longer needed and have been constructed on.

Recommendation:

The Mayor opens the hearing and asks comments on the vacating of easements. After hearing all comments, the Mayor announces the time for receiving comments is closed.

Administration recommends Council vacate the easements.

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. _____ to vacate various easements at 801 6th Street SW and 1555 21st Street SW.

(Roll Call)

City of Le Mars	40 Central Avenue SE, Le Mars, IA 51031	(712)546-7018
(Preparer's Name)	Address	Phone Number
Return to City of Le Mars, 40 Central Avenue SE, Le Mars, IA 51031		

RESOLUTION NO. 26-

**RESOLUTION ACCEPTING THE PROPOSAL OF
NOR-AM COLD STORAGE
FOR THE VACATION OF EASEMENTS IN
LE MARS, IOWA**

WHEREAS, the Code of Iowa authorizes the City to invite proposals from all interested parties for the vacation of numerous easements sought to be disposed, and of its intent to receive and accept any such proposal; and

WHEREAS, Nor-Am Cold Storage has submitted a proposal for the vacation of the following described easements:

LEGAL DESCRIPTION:

Easements located at 801 6th Street SW and 1555 21st Street SW, City of Le Mars, Plymouth County, Iowa.

- a. FILE 1995, CARD 1323, ALTA/ACSM LAND TITLE SURVEY SHOWING EASEMENTS.
- b. FILE 1975, CARD 1502, QUIT CLAIM DEED W/RESERVATION OF UTILITY EASEMENT TO CITY OF LEMARS.
- c. FILE 1973, CARD 1100, QUIT CLAIM DEED W/RESERVATION OF STORM, SANITARY SEWER/PUBLIC UTILITY EASEMENT.
- d. FILE 1981, CARD 1247, EASEMENT AGREEMENT TO BUILD OVER TOP EXISTING MAIN SEWER LINE.
- e. FILE 1981, CARD 1101, QUIT CLAIM DEED WITH RESERVATION OF STORM, SANITARY SEWER/PUBLIC EASEMENT TO THE CITY OF LEMARS.
- f. FILE 1989, CARD 1411, QUIT CLAIM DEED W/TERMS & CONDITION OF EASEMENT.
- g. UTILITY EASEMENT SHOWN ON PLAT OF SURVEY OF LEMARS INDUSTRIAL PARK FIRST ADDITION, THE NORTH/SOUTH 15' EASEMENT RUNNING BETWEEN LOT 7 ON THE WEST AND LOTS 8 AND 9 ON THE EAST. RECORDED JUNE 6, 1996, AS FILE 1996, CARD 2622.

WHEREAS, pursuant to Resolution No. 26-2 passed and approved by the City Council on January 6, 2026, the City Council established a date and time for a hearing accepting such vacation, and authorized the publication of notice of such intent and hearing; and

WHEREAS, a hearing was held on the vacation so submitted and the City Council is of the opinion and belief that it would be in the best interests of the City to vacate said easements; and, that accepting such vacation is in the public interests; and

NOW, THEREFORE, BE, AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF LE MARS, IOWA, that said easements described herein is declared surplus and that the City of Le Mars vacation of its interest in said easements is hereby approved.

BE IT FURTHER RESOLVED that said easements is hereby vacated.

PASSED AND APPROVED this 20th day of January 2026.

ATTEST:

Rob Bixenman, Mayor

Jan Feller, City Clerk

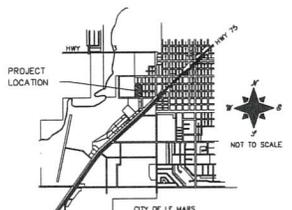
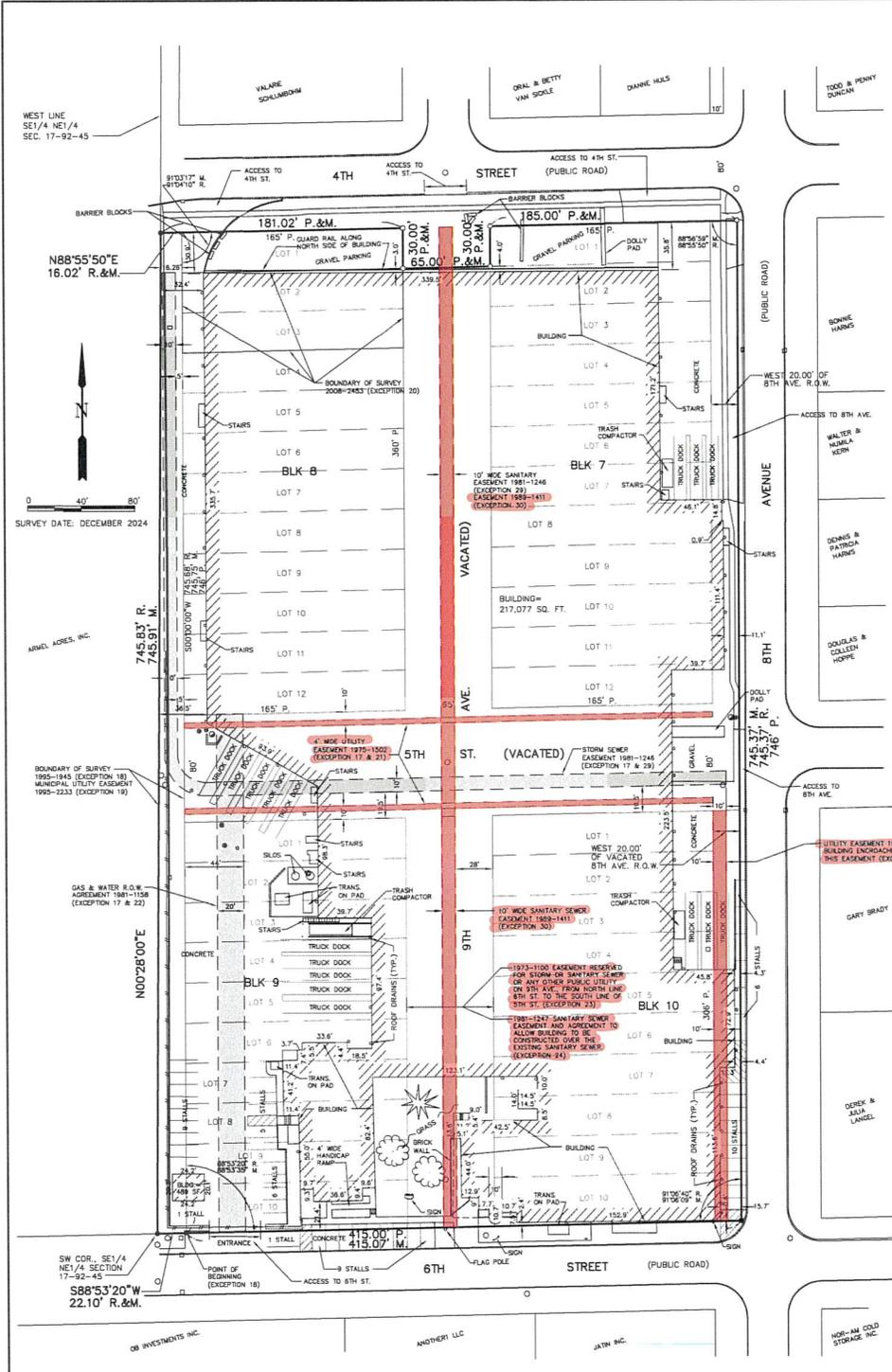
CLERK'S CERTIFICATE

STATE OF IOWA)
 *SS:
PLYMOUTH COUNTY)

I, Jan Feller, City Clerk of the City of Le Mars, Iowa, hereby certify that the foregoing resolution was approved by a duly constituted quorum of the City Council of the City of Le Mars, Iowa, meeting in regular session on the 20th day of January 2026.

Jan Feller, City Clerk

SEAL



- LEGEND**
- PROPERTY CORNERS FOUND
 - MAG NAIL IN "X" IN PAVING FOUND
 - SET YELLOW CAPPED REBAR #12090
 - STORM SEWER INTAKE
 - MANHOLE
 - MONITORING WELL
 - WATER VALVE
 - FIRE HYDRANT
 - CHAIN LINK FENCE
- P = PLAT
M = MEASURED

ENCROACHMENT NOTES

THE BUILDING ENCROACHES ON THE UTILITY EASEMENT SHOWN AS EXCEPTION 17 & 21.

THE BUILDING ENCROACHES ON THE GAS AND WATER R.O.W. SHOWN AS EXCEPTION 17 & 22.

THE BUILDING ENCROACHES ON STORM SEWER EASEMENT SHOWN AS EXCEPTION 17 & 29.

THE BUILDING ENCROACHES ON THE UTILITY EASEMENT SHOWN AS EXCEPTION 23.

THE BUILDING ENCROACHES ON THE SANITARY SEWER EASEMENT AND AGREEMENT SHOWN AS EXCEPTION 24. THE AGREEMENT ALLOWS CONSTRUCTION OVER THE EASEMENT AREAS WITH CONDITIONS IF THE SEWER NEEDS REPAIR OR REPLACEMENT.

THE BUILDING ENCROACHES ON THE UTILITY EASEMENT SHOWN AS EXCEPTION 25.

THE BUILDING ENCROACHES ON THE SANITARY SEWER EASEMENT SHOWN AS EXCEPTION 29 & 30.

- ZONING - B-2**
- FRONT YARD SETBACK 25'
REAR YARD SETBACK 25'
(FROM CENTERLINE OF ALLEY)
SIDE YARD SETBACK NONE, EXCEPT 10' WHEN ABUTTING RESIDENTIAL DISTRICTS
- HEIGHT REGULATION**
- 75' MAXIMUM
DENSITY REGULATION NONE

CERTIFICATION

TO: NOR-AM COLD STORAGE, INC., WELTJE REAL ESTATE LENDING, LLC A DELAWARE LIMITED LIABILITY COMPANY, AND FIRST AMERICAN TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5(c), 7(a), 7(b)(1), 8, 9, 13, 14, 16, 17, AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON DECEMBER 17, 2024.

DATE OF PLAT OR MAP: **DRAFT**

BY: JAMES L. SMITH, P.L.S.
IOWA REGISTRATION NO. 12290
ISSUANCE/RENEWAL DATE: DEC. 31, 2026

- ALTA TABLE "A" ITEM NOTES**
- SEE LEGEND AND SURVEY PLAT.
 - ADDRESS: 801 8TH STREET S.W. LE MARS, IA 51031
 - THE ENTIRE PROPERTY IS SHOWN TO BE WITHIN A ZONE X (AREAS OF MINIMAL FLOOD HAZARD) FLOOD HAZARD AREA AS SHOWN ON THE CITY OF LE MARS, IOWA, FLOOD INSURANCE RATE MAP, MAP NUMBER 19149C0291E, EFFECTIVE DATE OCTOBER 27, 2022.
 - THE GROSS LAND AREA IS 7.38 ACRES.
 - SEE SURVEY PLAT
 - SEE SURVEY PLAT.
 - SEE SURVEY PLAT.
 - SEE SURVEY PLAT.
 - SEE SURVEY PLAT.
 - NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WERE OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
 - NO PROPOSED CHANGES IN THE STREET RIGHT-OF-WAY LINES WERE PROVIDED TO THE SURVEYOR. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WERE OBSERVED.
 - NO OFFSITE EASEMENTS OR SERVICITUDES BENEFITTING THE SURVEYED PROPERTY WERE DISCLOSED IN THE RECORD DOCUMENTS PROVIDED TO THE SURVEYOR AND NONE WERE OBSERVED IN THE PROCESS OF CONDUCTING THE SURVEY.

ALTA / ACSM LAND TITLE SURVEY

RECORD LEGAL DESCRIPTIONS

THE LAND REFERRED TO IS SITUATED IN THE STATE OF IOWA, COUNTY OF PLYMOUTH AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:
LOTS 1 TO 8, BOTH INCLUSIVE, IN BLOCK 7, IN YOUNG AND CORKERY'S SECOND ADDITION TO THE CITY OF LE MARS, PLYMOUTH COUNTY, STATE OF IOWA;

AND

LOT 9, IN BLOCK 7 AND THE WEST 10 FEET OF VACATED PART OF 8TH AVENUE SW. ADJACENT TO LOT 8, ALL IN YOUNG AND CORKERY'S SECOND ADDITION TO THE CITY OF LE MARS, PLYMOUTH COUNTY, STATE OF IOWA;

AND

LOTS 10, 11 AND 12, IN BLOCK 7, IN YOUNG AND CORKERY'S SECOND ADDITION TO THE CITY OF LE MARS, PLYMOUTH COUNTY, STATE OF IOWA;

AND

LOTS 2 AND 3, IN BLOCK 8, IN YOUNG AND CORKERY'S SECOND ADDITION TO THE CITY OF LE MARS, PLYMOUTH COUNTY, STATE OF IOWA;

AND

LOTS 2 AND 3, IN BLOCK 8, IN YOUNG AND CORKERY'S SECOND ADDITION TO THE CITY OF LE MARS, PLYMOUTH COUNTY, STATE OF IOWA;

AND

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) OF SECTION 17, TOWNSHIP 92 NORTH, RANGE 45 WEST OF THE 5TH P.M., LE MARS, PLYMOUTH COUNTY, IOWA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 9, YOUNG AND CORKERY'S SECOND ADDITION; THENCE SOUTH 88°3'20" WEST 22.10 FEET ALONG THE NORTH RIGHT OF WAY LINE OF 6TH STREET TO THE SOUTHWEST CORNER OF THE SE1/4 OF THE NE1/4; THENCE NORTH 00°28'00" EAST 745.83 FEET ALONG THE WEST LINE OF THE SE1/4 OF THE NE1/4 TO THE SOUTH RIGHT OF WAY LINE OF 4TH STREET; THENCE NORTH 88°55'0" EAST 16.02 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 8, YOUNG AND CORKERY'S SECOND ADDITION; THENCE SOUTH 00°00'00" WEST 745.86 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
LOT 1, IN BLOCK 8, IN YOUNG AND CORKERY'S SECOND ADDITION TO THE CITY OF LE MARS, PLYMOUTH COUNTY, STATE OF IOWA;

AND

NINTH AVENUE WEST FORM THE NORTH LINE OF SIXTH STREET SOUTH TO THE SOUTH LINE OF FOURTH STREET SOUTH EXCEPT THE NORTH 30 FEET THEREOF; AND WEST 20 FEET OF EIGHTH AVENUE WEST FROM THE NORTH LINE OF SIXTH STREET SOUTH TO THE SOUTH LINE OF FOURTH STREET SOUTH; AND FIFTH STREET SOUTH THAT LIES BETWEEN THE WEST LINE OF EIGHTH AVENUE WEST AND THE EXTENDED WEST LINE OF BLOCKS 8 AND 9, ALL IN YOUNG AND CORKERY'S SECOND ADDITION TO THE CITY OF LE MARS, PLYMOUTH COUNTY, STATE OF IOWA;

TITLE COMMITMENT EXCEPTION NOTES

THE FOLLOWING NOTES PERTAIN TO THE ITEMS LISTED IN SCHEDULE B-PART 1 OF THE TITLE COMMITMENT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. NCS-797522A-000A, DATED 12/02/2024

EXCEPTION	AFFECTS PROPERTY		DOES NOT AFFECT PROPERTY
	PLOTTED	NON-PLOTTABLE	
10. BOOK 3, PAGE 423, ORDINANCE TO REGULATE & LICENSE SALE OF BEER			X
11. 12.14.15.16. VARIOUS ORDINANCES ADOPTING/REVISING CITY OF LE MARS CODE OF ORDINANCES, AND SUBDIVISION ORDINANCES.			X
13. FILE 1977, CARD 4184, ORDINANCE TO REZONE BLOCKS 7 & 8 YOUNG & CORKERY'S 2ND ADD TO B-2			X
17. FILE 1995, CARD 1933, ALTA/ACSM LAND TITLE SURVEY SHOWING EASEMENTS	X		
18. FILE 1995, CARD 1945, PLAT OF SURVEY OF STRIP OF PROPERTY WEST OF BLOCKS 8&9, YOUNG & CORKERY'S 2ND ADD	X		
19. FILE 1995, CARD 2233, QUIT CLAIM DEED W/ RESERVATION OF MUNICIPAL UTILITY EASEMENT TO CITY OF LE MARS	X		
20. BOOK 2006, PAGE 2483, SURVEY LOT 2 & 3, BLOCK 8, YOUNG & CORKERY'S 2ND ADD.	X		
21. FILE 1975, CARD 1902, QUIT CLAIM DEED W/ RESERVATION OF UTILITY EASEMENT TO CITY OF LE MARS	X		
22. FILE 1981, CARD 1154, GAS & WATER ROW AGREEMENT WITH IOWA PUBLIC SERVICE CO. - FILE 1983, CARD 2214 ASSIGNMENT OF ROW AGREEMENT TO LE MARS WATER CO.	X		
23. FILE 1973, CARD 1100, QUIT CLAIM DEED W/ RESERVATION OF STORM, SANITARY SEWER, PUBLIC UTILITY EASEMENT	X		
24. FILE 1981, CARD 1247, EASEMENT AGREEMENT TO BUILD OVER TOP EXISTING MARK SURVEY LINE	X		
25. BOOK 7, PAGE 193, ORDINANCE ESTABLISHING FIRE LIMITS OF THE CITY OF LE MARS			X
26. BOOK 18, PAGE 609, ORDINANCE AMENDING LIMITS OF RESTRICTED RESIDENCE DISTRICT TO CITY OF LE MARS			X
27. BOOK 18, PAGE 811, ORDINANCE AMENDING BOUNDARY OF FIRE LIMITS			X
28. FILE 1973, CARD 1101, QUIT CLAIM DEED WITH RESERVATION OF STORM, SANITARY SEWER, PUBLIC UTILITY EASEMENT TO CITY OF LE MARS	X		
29. FILE 1981, CARD 1748, QUIT CLAIM DEED WITH RESERVATION OF SANITARY & STORM SEWER EASEMENTS TO CITY OF LE MARS	X		
30. FILE 1979, CARD 1441, QUIT CLAIM DEED W/ TERMS & CONDITIONS OF EASEMENT	X		
35. BOOK 2016, PAGE 3133, CERTIFICATE OF NO FURTHER ACTION RELATED TO AN UNDERGROUND STORAGE TANK LEAK.			X

NOTE: On December 30, 2025, Oath of Office was administered by Jessica Noll, District Associate Judge of the Third Judicial District of Iowa, to Rob Bixenman, Mayor, Derek Conyers, City Council At Large, Brian Bruns, City Council First Ward, Mark Sturgeon, City Council Third Ward, Craig Bauerly and Kelli Flack, Hospital Trustees.

Le Mars City Council Meeting
Tuesday, January 6, 2026, 12:00 P.M.
Minutes

Mayor Bixenman presided. Present: Wick (via phone), Sturgeon, Bruns, Pick, Conyers. Absent: None.

Sturgeon moved, Bruns seconded the Agenda be approved. Ayes: All present.

Bruns moved, Pick seconded the following "Consent Agenda" items be approved. Ayes: All present.

- 12/16/25 Regular Meeting Minutes.
- Bills for period ending 12/31/2025.
- Temporary Premise Transfer of Liquor License to Habitude Coffeehouse and Bakery at 800 Prospect St SW on 1/22/26.
- One Urban Revitalization Tax Exemption Request as follows: 3320 Sadona Hills South.

Bruns moved, Pick seconded an Agreement with ISG to provide professional services for the Community Development Plan update in an amount not-to-exceed \$52,000 be approved. Ayes: All present.

Sturgeon moved, Pick seconded to have DGR Engineering and Felsburg Holt & Ullevig (FHU) continue design to keep 4-lanes for the entire length on 2026 Business Highway 75 Reconstruction Project be approved. Ayes: All present.

Sturgeon moved, Bruns seconded the 6th Street SW & 6th Ave SW intersection for the 2026 Business Highway 75 Reconstruction Project be tabled to January 20, 2026, Council meeting. Ayes: All present.

Bruns moved, Sturgeon seconded Resolution No. 26-1 approving the Final Plat and Restrictive Covenants for Crossroads Commons be adopted. Ayes: Wick, Conyers, Pick, Sturgeon, Bruns. Nays: None.

Bruns moved, Sturgeon seconded January 20, 2026, at 12:00 P.M. be established for a public hearing to rezone Crossroads Commons from AG (Agricultural) to B-2 (General Business). Ayes: All present.

Sturgeon moved, Bruns seconded Resolution No. 26-2 establishing January 20, 2026, at 12:00 PM for a public hearing to vacate various easements at 801 6th Street SW and 1555 21st Street SW be adopted. Ayes: Wick, Conyers, Pick, Sturgeon, Bruns. Nays: None.

Pick moved, Bruns seconded the meeting be adjourned at 12:53 P.M. Ayes: All present.

Rob Bixenman, Mayor

Jan Feller, City Clerk

CITY OF LE MARS, IOWA

Consent	REQUEST FOR COUNCIL ACTION	Date: January 20, 2026
	Description: List of Bills for Period Ending 1/16/26	Item No. D-2

Attached is the list of bills for the period ending 1/16/26.

COUNCIL ACTION REQUESTED

Approval of bills for the period ending 1/16/26.

(No Roll Call)



Le Mars, IA

Expense Approval Report

By Fund

Payment Dates 1/1/2026 - 1/16/2026

Vendor Name	Description (Item)	Amount
Fund: 001 - GENERAL FUND		
COLLECTION SERV. CENTER	CHILD SUPPORT PAYABLE	311.10
CALIFORNIA STATE DISBURSE...	CHILD SUPPORT PAYABLE	159.69
LE MARS FIRE DEPT.	FIRE DONATION PAYABLE	192.50
NORTHWEST BANK-FLEX	FLEX HEALTH PAYABLE	1,123.82
IPERS	IPERS PAYABLE	15,581.84
IPERS	IPERS PAYABLE	6,089.96
MUTUAL OF OMAHA	LIFE INSURANCE PAYABLE	715.70
ICMA RETIREMENT TRUST-457	NON ROTH 457 PAYABLE	1,100.00
ICMA RETIREMENT TRUST-457	ROTH 457 PAYABLE	250.00
AMERIPRISE FINANCIAL SERV	ROTH IRA PAYABLE	95.00
EFTPS	MEDICARE PAYABLE	5,750.08
EFTPS	S.S W/H PAYABLE	16,440.74
TREASURER, STATE OF IA	STATE W/H PAYABLE	5,377.87
EFTPS	FED W/H PAYABLE	17,388.81
LE MARS FIRE DEPT.	FIRE DONATION PAYABLE	805.00
IPERS	IPERS PAYABLE	247.75
IPERS	IPERS PAYABLE	1,527.73
EFTPS	MEDICARE PAYABLE	391.18
EFTPS	S.S W/H PAYABLE	1,548.78
TREASURER, STATE OF IA	STATE W/H PAYABLE	292.98
EFTPS	FED W/H PAYABLE	476.24
COLLECTION SERV. CENTER	CHILD SUPPORT PAYABLE	311.10
CALIFORNIA STATE DISBURSE...	CHILD SUPPORT PAYABLE	159.69
NORTHWEST BANK-FLEX	FLEX HEALTH PAYABLE	1,123.82
IPERS	IPERS PAYABLE	15,200.29
IPERS	IPERS PAYABLE	6,054.62
ICMA RETIREMENT TRUST-457	NON ROTH 457 PAYABLE	1,100.00
ICMA RETIREMENT TRUST-457	ROTH 457 PAYABLE	250.00
AMERIPRISE FINANCIAL SERV	ROTH IRA PAYABLE	95.00
EFTPS	MEDICARE PAYABLE	5,703.82
EFTPS	S.S W/H PAYABLE	16,111.78
TREASURER, STATE OF IA	STATE W/H PAYABLE	5,336.78
EFTPS	FED W/H PAYABLE	16,277.73
		143,591.40

Department: 110 - POLICE

BUGMAN PEST & RODENT CO...	PEST CONTROL	145.00
JACK'S UNIFORMS	CLOTHING/KONZ	496.75
MPH INDUSTRIES, INC.	RADAR UNIT	2,480.18
QUALITY LUBE CENTER INC.	VEHICLE MAINT/REPAIR	55.35
QUALITY LUBE CENTER INC.	VEHICLE MAINT/REPAIR	759.90
MOTOROLA SOLUTIONS	CAMERA ANNUAL LICENSE	755.62
MOTOROLA SOLUTIONS	CAMERA ANNUAL LICENSE	195.00
LE MARS CHEVROLET GMC	PATROL REPAIRS #9	1,520.59
GREATAMERICAN FINANCIAL ...	COPIER LEASE	122.21
MID-STATES ORGANIZED CRI...	MEMBERSHIP/MOCIC	150.00
PLYMOUTH COUNTY RECORD...	2016 POLARIS RANGER RENE...	23.50
SYMBOLARTS	POLICE FLEX BADGETS	1,477.50
MODERN MARKETING	POLICE STICKERS	1,014.50
STREICHER'S	LETHAL ROUNDS	1,057.34
QUALITY LUBE CENTER INC.	VEHICLE MAINT/REPAIR	68.36
JOHN KASKIE	REIMB/SHOES	126.00
WEX BANK	FUEL/POLICE	2,873.74
CENTRAL VALLEY AG	FUEL-POLICE	67.42

Expense Approval Report

Payment Dates: 1/1/2026 - 1/16/2026

Vendor Name	Description (Item)	Amount
PREMIER COMMUNICATIONS	LONG DISTANCE	3.68
PREMIER COMMUNICATIONS	INTERNET/PHONES	367.03
CULLIGAN WATER	COMMERICAL RENTAL	382.00
LE MARS ACE HARDWARE	ICE MELT	26.97
PREMIER COMMUNICATIONS	DUO USERS	72.00
PREMIER COMMUNICATIONS	IT/AUTOMATE/WEBROOT/CL...	2,161.04
Department 110 - POLICE Total:		16,401.68
Department: 150 - FIRE/RESCUE		
PHYSICAN'S CLAIMS CO.	AMBULANCE CLAIMS	4,494.94
AVERA HOME MEDICAL-SX FA...	SMALL O2	35.00
SHRED-IT USA	SHRED PAPER	77.00
KNOEPLER CHEVROLET	2382 TRANSMISSION	7,490.67
IAPFC	MEBERSHIP/IOWA IAPFC	100.00
IAFC MEMBERSHIP	MEMBERSHIP/IAPFC	215.00
WEX BANK	FUEL-FIRE/RESCUE	2,358.17
PREMIER COMMUNICATIONS	INTERNET/PHONES	598.69
PREMIER COMMUNICATIONS	LONG DISTANCE	3.68
KEITH WEUVE	REIMB/LICENSE RENEWAL-PA...	25.00
FLOYD VALLEY HEALTHCARE	MEDS FVH	347.09
PREMIER COMMUNICATIONS	IT/AUTOMATE/WEBROOT/CL...	572.04
Department 150 - FIRE/RESCUE Total:		16,317.28
Department: 211 - STREETS		
IOWA DEPT OF TRANSPORTAT...	ROAD SALT	39,630.07
DISPLAY SALES	X-MAS BULBS	519.00
MSC INDUSTRIAL SUPPLY CO	HYD FITTINGS	186.62
IOWA DEPT OF TRANSPORTAT...	SIGN TUBING	2,897.91
ATCO INTERNATIONAL	SALT NEUTRALIZER	320.00
CENTRAL VALLEY AG	FUEL-STREETS	4,143.24
WAGNER AUTO SUPPLY	OIL FILTERS ,PARTS, BULBS	406.93
PREMIER COMMUNICATIONS	LONG DISTANCE	3.68
PREMIER COMMUNICATIONS	INTERNET/PHONES	142.21
LE MARS ACE HARDWARE	WATER PIPE FITTINGS, DUCT ...	63.55
WAGNER AUTO SUPPLY	SUPPLIES	36.29
LAMPERTS	BOARD	35.32
PREMIER COMMUNICATIONS	IT/AUTOMATE/WEBROOT/CL...	190.68
CULLIGAN WATER	R.O. SYSTEM (1/2)	76.00
Department 211 - STREETS Total:		48,651.50
Department: 280 - AIRPORT		
GARY'S CARPET SERVICE,INC	CLEANING CARPET	500.00
VAN'S SANITATION INC.	DEC 2025 AP GARBAGE	10.00
WEX BANK	FUEL-AP	113.92
PREMIER COMMUNICATIONS	INTERNET/PHONES	98.34
WAGNER AUTO SUPPLY	WIPER BLADES	19.98
CULLIGAN WATER	COOLER RENTAL, BOTTLED W...	11.00
PREMIER COMMUNICATIONS	IT/AUTOMATE/WEBROOT/CL...	30.00
Department 280 - AIRPORT Total:		783.24
Department: 410 - LIBRARY		
LANGEL'S PLUMBING, HEATING	CONTROLLER REPLACED	2,367.69
MIDWEST TAPE	DVDS	39.93
MIDWEST TAPE	DVDS	163.88
OVERDRIVE INC.	EBOOKS & AUDIO BOOKS	59.73
OVERDRIVE INC.	EBOOKS & AUDIO BOOKS	95.21
OVERDRIVE INC.	EBOOKS & AUDIO BOOKS	65.37
OVERDRIVE INC.	EBOOKS & AUDIO BOOKS	17.71
TRAF-SYS, INC	PEOPLE COUNTING-HOSTING	220.00
PREMIER COMMUNICATIONS	PHONE/INTERNET	221.37
AMAZON CAPITAL SERVICES-...	PRINT BOOKS	410.04
AMAZON CAPITAL SERVICES-...	LABELS	28.47
AMAZON CAPITAL SERVICES-...	PROGRAM SUPPLIES	25.98

Expense Approval Report

Payment Dates: 1/1/2026 - 1/16/2026

Vendor Name	Description (Item)	Amount
MIDAMERICAN ENERGY CO.	UTIL-LIBRARY	1,309.45
AMERICAN LIBRARY ASSOC	MEMBERSHIP/TAYLOR	215.00
PREMIER COMMUNICATIONS	LONG DISTANCE	3.68
MICHELLE BURNS	CLEANING	960.00
THE AKRON HOMETOWNER	SUBSCRIPTION-1 YR	65.00
CENGAGE LEARNING INC	LARGE PRINT BOOKS	692.75
ROSANNA KERTELS	SPEAKER FEE	75.00
PREMIER COMMUNICATIONS	CLOUD STORAGE	74.20
Department 410 - LIBRARY Total:		7,110.46
Department: 420 - CULTURAL PROGRAMS		
VAN'S SANITATION INC.	DEC 2025 ART CENTER GARB...	35.00
PREMIER COMMUNICATIONS	ELEV PHONE	36.66
CULLIGAN WATER	R.O. SYSTEM MAINT/RENTAL	143.00
Department 420 - CULTURAL PROGRAMS Total:		214.66
Department: 421 - MAIN STREET THEATER		
WILTGEN BROTHERS, INC	NEW EXIT DOORS @ MOVIE T...	11,110.00
Department 421 - MAIN STREET THEATER Total:		11,110.00
Department: 430 - PARKS/PUBLIC FACILITIES		
LANGEL'S PLUMBING, HEATING	POSTAL PLAYHOUSE REPAIRS	17,416.01
PLUMB SUPPLY COMPANY	PLUMBING	41.58
HYDRAULIC SALES & SERVICE	CYLINDER REPAIR	129.63
MENARDS	SHOP TOOLS	106.79
FISCH MIKE	REIMB/PAINT PARTS	30.00
MENARDS	SHOP TOOLS	175.80
PLUMB SUPPLY COMPANY	PLUMBING	22.85
PLYMOUTH COUNTY RECORD...	2025 KUBOTA RENEWAL VIN ...	23.50
PLYMOUTH COUNTY RECORD...	2022 KUBOTA RENEWAL VIN ...	23.50
NOHAVA ROOFING REPAIR INC	CITY HALL REPAIR	1,451.35
VAN'S SANITATION INC.	JAN 26 PICKUP CITY BLDGS	110.00
VAN'S SANITATION INC.	DEC 2025 LITTLE LEAGUE GAR...	35.00
VAN'S SANITATION INC.	DEC 25 PICKUP/CITY BLDG	20.00
CENTRAL VALLEY AG	FUEL-PUB FAC	1,533.08
WAGNER AUTO SUPPLY	LEAF SPRING, HYD HOSE, OILD...	1,703.52
ARNOLD MOTOR SUPPLY	SHOP SOAP & UNDERCOATING	494.26
PREMIER COMMUNICATIONS	CPGR-INTERNET/PHONES	241.51
PREMIER COMMUNICATIONS	PF-INTERNET/PHONES	142.21
PREMIER COMMUNICATIONS	LONG DISTANCE	3.68
LE MARS ACE HARDWARE	BULBS, WAX RING	26.98
LE MARS ACE HARDWARE	RUST REMOWER, STORAGE T...	62.52
BRAD EPPLING	REIMB/SUPPLIES	164.79
PREMIER COMMUNICATIONS	IT/AUTOMATE/WEBROOT/CL...	190.68
CULLIGAN WATER	R.O. SYSTEM (1/2)	76.00
PLYMOUTH CO. SOLID WASTE	DEC 25 TONNAGE FEE	21,053.87
Department 430 - PARKS/PUBLIC FACILITIES Total:		45,279.11
Department: 441 - RECREATION/YMCA		
PREMIER COMMUNICATIONS	LONG DISTANCE	3.68
LE MARS AREA FAMILY YMCA	CONTRACT SERVICE	14,500.00
PREMIER COMMUNICATIONS	IT/AUTOMATE/WEBROOT/CL...	762.72
Department 441 - RECREATION/YMCA Total:		15,266.40
Department: 450 - CEMETERY		
RODER EXCAVATION-JORDAN...	DEC GRAVEWORK	2,210.00
RODER EXCAVATION-JORDAN...	CEMETERY LOT WORK	2,200.00
RAMAKER & ASSOCIATES INC	CEMTERY MGMT SOFTWARE	1,000.00
Department 450 - CEMETERY Total:		5,410.00
Department: 460 - CONVENTION CENTER		
LIFE SKILLS TRAINING CEN	LAUNDRY	38.70
MIDWEST ALARM CO	FIRE ALARM MONITORING	105.34
LIFE SKILLS TRAINING CEN	LAUNDRY	23.22

Expense Approval Report

Payment Dates: 1/1/2026 - 1/16/2026

Vendor Name	Description (Item)	Amount
VAN'S SANITATION INC.	JAN 26 CONT CTR GARBAGE	70.00
PREMIER COMMUNICATIONS	INTERNET/PHONES	146.34
PREMIER COMMUNICATIONS	IT CONSULTING	30.00
CULLIGAN WATER	R.O. SYSTEM MAINT	58.00
Department 460 - CONVENTION CENTER Total:		471.60
Department: 462 - CVB - COMMUNITY VISITORS BUREAU		
ICAN, INC	FACILITY ADS	320.00
ICAN, INC	FACILITY ADS	480.00
KCAU TV	TV COMMERCIALS	943.25
KCAU TV	DIGITAL ADS	500.00
PREMIER COMMUNICATIONS	INTERNET/PHONES	36.66
PREMIER COMMUNICATIONS	IT/AUTOMATE/WEBROOT/CL...	63.56
Department 462 - CVB - COMMUNITY VISITORS BUREAU Total:		2,343.47
Department: 470 - GOLF COURSE		
MIDWEST TURF & IRRIGATION	MOWER PARTS	101.79
MIDWEST TURF & IRRIGATION	MOWER PARTS	109.45
VAN'S SANITATION INC.	DEC 2025 GOLF COURSE GAR...	85.00
WAGNER AUTO SUPPLY	TOOLS, OIL CAP, SUPPLIES	321.25
PREMIER COMMUNICATIONS	INTERNET/PHONES	239.01
LE MARS ACE HARDWARE	15A PLUG, GLUE, IRRIGATION ...	42.15
CULLIGAN WATER	SOFTENER RENTAL/SALT	23.00
PREMIER COMMUNICATIONS	IT CONSULTING	30.00
Department 470 - GOLF COURSE Total:		951.65
Department: 499 - SENIOR CENTER		
VAN'S SANITATION INC.	JAN 26 SR CENTER GARBAGE	35.00
Department 499 - SENIOR CENTER Total:		35.00
Department: 540 - COMMUNITY DEVELOPMENT & CODE		
WEX BANK	FUEL-CODE	60.16
PREMIER COMMUNICATIONS	IT/AUTOMATE/WEBROOT/CL...	127.12
Department 540 - COMMUNITY DEVELOPMENT & CODE Total:		187.28
Department: 610 - CITY COUNCIL/MAYOR		
IOWA INFORMATION PUB.	DOGWOOD ZONING ORD 1000	30.75
IOWA INFORMATION PUB.	DEC 16 MINUTES	55.93
IOWA INFORMATION PUB.	DEC 2 MINUTES	62.15
IOWA INFORMATION PUB.	DOGWOOD ZONING NOTICE	26.10
FAREWAY STORE	RETIREMENT	235.28
Department 610 - CITY COUNCIL/MAYOR Total:		410.21
Department: 611 - CITY ADMINISTRATION		
WEX BANK	FUEL-MAPPING/ENG	133.76
PREMIER COMMUNICATIONS	OCEC-INTERNET	84.18
PREMIER COMMUNICATIONS	LONG DISTANCE	3.68
WAGNER AUTO SUPPLY	OIL/FILTERS	48.66
PREMIER COMMUNICATIONS	IT/AUTOMATE/WEBROOT/CL...	573.88
Department 611 - CITY ADMINISTRATION Total:		844.16
Department: 620 - CITY FINANCE		
NO STREAKING INC	WINDOW CLEANING	45.00
STAPLES	SUPPLIES	321.30
ANN BUNKERS	REIMB/MILEAGE	28.70
PREMIER COMMUNICATIONS	LONG DISTANCE	3.72
PREMIER COMMUNICATIONS	INTERNET/PHONES	734.10
IOWA INFORMATION PUB.	DEC 12 BILLS	172.77
IOWA INFORMATION PUB.	NOV REVENUE	27.34
IOWA INFORMATION PUB.	NOV 30 BILLS	118.08
ONE OFFICE SOLUTION	COPIER	374.02
ONE OFFICE SOLUTION	POSTAGE INK	149.00
PREMIER COMMUNICATIONS	IT/AUTOMATE/WEBROOT/CL...	444.92
CULLIGAN WATER	R.O. SYSTEM MAINT RENTAL	143.00
Department 620 - CITY FINANCE Total:		2,561.95

Expense Approval Report

Payment Dates: 1/1/2026 - 1/16/2026

Vendor Name	Description (Item)	Amount
Department: 660 - INSURANCE - PROPERTY/LIABILITY		
IMWCA	W/C INSTALLMENT #7	5,296.98
		5,296.98
Department 660 - INSURANCE - PROPERTY/LIABILITY Total:		5,296.98
Fund 001 - GENERAL FUND Total:		323,238.03
 Fund: 110 - ROAD USE		
Department: 212 - ROAD USE TAX		
SOOLAND BOBCAT	SKIDLOADER BLOWER & BRO...	14,450.67
SPECIALIZED CONCRETE	ALLEY PATCH-STRIP MALL SO...	14,130.62
		14,130.62
Department 212 - ROAD USE TAX Total:		28,581.29
Fund 110 - ROAD USE Total:		28,581.29
 Fund: 121 - LOCAL OPTION SALES & SERVICE TAX		
Department: 750 - LOSST - LOCAL OPTION SALES AND SERVICE PROJECTS		
I & S GROUP, INC	CPB III O'TOOLE	2,782.50
I & S GROUP, INC	CPB III MUNICIPAL PARK	81,768.85
		81,768.85
Department 750 - LOSST - LOCAL OPTION SALES AND SERVICE PROJECTS Total:		84,551.35
Fund 121 - LOCAL OPTION SALES & SERVICE TAX Total:		84,551.35
 Fund: 160 - ECONOMIC DEVELOPMENT		
Department: 520 - ECONOMIC DEVELOPMENT		
REAL ESTATE APPRAISAL	CONVENTION CENTER APPRAI...	2,500.00
PLYMOUTH COUNTY RECORD...	MORTGAGE RELEASE-JENNIN...	12.00
		12.00
Department 520 - ECONOMIC DEVELOPMENT Total:		2,512.00
Fund 160 - ECONOMIC DEVELOPMENT Total:		2,512.00
 Fund: 167 - LIBRARY TRUST		
Department: 409 - LIBRARY TRUST		
AMAZON CAPITAL SERVICES-...	WINTER READING SUPPLIES	157.11
		157.11
Department 409 - LIBRARY TRUST Total:		157.11
Fund 167 - LIBRARY TRUST Total:		157.11
 Fund: 168 - POLICE RETIREMENT		
MUNICIPAL FIRE & POLICE	POLICE 411 PAYABLE	21,872.10
MUNICIPAL FIRE & POLICE	POLICE 411 PAYABLE	20,994.91
		20,994.91
		42,867.01
Fund 168 - POLICE RETIREMENT Total:		42,867.01
 Fund: 169 - POLICE K9/DARE		
Department: 110 - POLICE		
CITY OF SIOUX CITY	TRAINING SIMULATOR AGRE...	3,000.00
		3,000.00
Department 110 - POLICE Total:		3,000.00
 Department: 112 - POLICE - DARE		
IOWA D.A.R.E. ASSN.	ANNUAL DUES/DAALE	100.00
IOWA D.A.R.E. ASSN.	ANNUAL DUES/VICKERY	100.00
		100.00
Department 112 - POLICE - DARE Total:		200.00
Fund 169 - POLICE K9/DARE Total:		3,200.00
 Fund: 302 - INDUSTRIAL PARKS		
Department: 751 - INDUSTRIAL PARK PROJECTS		
I & S GROUP, INC	IND PARK RAIL EXTENSION	2,235.10
BECK ENGINEERING	IND RD SANITARY SEWER EXT	215.00
		215.00
Department 751 - INDUSTRIAL PARK PROJECTS Total:		2,450.10
Fund 302 - INDUSTRIAL PARKS Total:		2,450.10
 Fund: 303 - BUSINESS PARKS		
Department: 752 - BUSINESS PARK PROJECTS		
I & S GROUP, INC	CROSSROADS COMMONS	16,185.00
		16,185.00
Department 752 - BUSINESS PARK PROJECTS Total:		16,185.00
Fund 303 - BUSINESS PARKS Total:		16,185.00

Expense Approval Report

Payment Dates: 1/1/2026 - 1/16/2026

Vendor Name	Description (Item)	Amount
Fund: 304 - DISASTER		
Department: 758 - DISASTER PROJECTS		
RED'S PRINTING	AMBULANCE GRAPHICS-ARPA	9,478.00
STRYKER	POWER STAIR CHAIR	43,239.09
Department 758 - DISASTER PROJECTS Total:		52,717.09
Fund 304 - DISASTER Total:		52,717.09
Fund: 315 - STREET PROJECTS		
Department: 753 - STREET CONSTRUCTION		
I & S GROUP, INC	CENTRAL AVE EXTENSION	17,385.64
Department 753 - STREET CONSTRUCTION Total:		17,385.64
Fund 315 - STREET PROJECTS Total:		17,385.64
Fund: 319 - TIF PROJECTS		
Department: 759 - TIF PROJECTS		
I & S GROUP, INC	SITE SURVEY	12,323.47
DGR ENGINEERING	BUS HWY 75 CONSTRUCTION	35,443.11
Department 759 - TIF PROJECTS Total:		47,766.58
Fund 319 - TIF PROJECTS Total:		47,766.58
Fund: 330 - BUILDING IMPROVEMENTS		
Department: 755 - CITY BUILDING PROJECTS		
EOCENE ENVIRONMENTAL G...	EPA BROWNFIELD SERVICES	2,699.00
Department 755 - CITY BUILDING PROJECTS Total:		2,699.00
Fund 330 - BUILDING IMPROVEMENTS Total:		2,699.00
Fund: 600 - WATER		
NORTHWEST BANK-FLEX	CHILD CARE DED PAYABLE	154.00
NORTHWEST BANK-FLEX	FLEX HEALTH PAYABLE	40.00
IPERS	IPERS PAYABLE	3,867.94
MUTUAL OF OMAHA	LIFE INSURANCE PAYABLE	43.42
ICMA RETIREMENT TRUST-457	NON ROTH 457 PAYABLE	680.00
EFTPS	MEDICARE PAYABLE	685.20
EFTPS	S.S W/H PAYABLE	2,929.90
TREASURER, STATE OF IA	STATE W/H PAYABLE	674.26
EFTPS	FED W/H PAYABLE	2,281.97
NORTHWEST BANK-FLEX	CHILD CARE DED PAYABLE	154.00
NORTHWEST BANK-FLEX	FLEX HEALTH PAYABLE	40.00
IPERS	IPERS PAYABLE	3,863.42
ICMA RETIREMENT TRUST-457	NON ROTH 457 PAYABLE	680.00
EFTPS	MEDICARE PAYABLE	684.38
EFTPS	S.S W/H PAYABLE	2,926.34
TREASURER, STATE OF IA	STATE W/H PAYABLE	673.23
EFTPS	FED W/H PAYABLE	2,149.43
		22,527.49
Department: 810 - WATER		
GCC ALLIANCE CONCRETE, INC	CONCRETE FOR LEAK ON PLY...	820.50
UTILITY EQUIPMENT CO.	SUPPLIES	164.47
UTILITY EQUIPMENT CO.	SUPPLIES	1,090.50
UTILITY EQUIPMENT CO.	SUPPLIES	388.80
ELECTRICAL AUTOMATION	DOOR ACCESS	526.00
UNIFIED SERVICES LCC	SUCK VAC TRUCK	90,000.00
FOUNDATION ANALYTICAL LAB	TESTING	150.00
FAMILY TREE LANDSCAPE INC	FIX IRRIGATION LEAK	111.80
LUCKY 47 STEELWORKS LLC	WTP WORK	8,876.00
IMWCA	W/C INSTALLMENT #7	608.60
LUCKY 47 STEELWORKS LLC	WTP WORK	938.90
SOOLAND BOBCAT	PARTS	1,189.70
DAKOTA SUPPLY GROUP	SUPPLIES	178.28
HAWKINS, INC.	CHEMICALS	6,873.77
SOOLAND BOBCAT	SKID LOADER WINDOW	99.16

Expense Approval Report

Payment Dates: 1/1/2026 - 1/16/2026

Vendor Name	Description (Item)	Amount
PLYMOUTH COUNTY RECORD...	2017 KUBOTA RENEWAL VIN ...	23.50
PLYMOUTH COUNTY RECORD...	2023 KUBOTA RENEWAL VIN ...	23.50
ELECTRICAL AUTOMATION	HEATER	3,220.80
MIDAMERICAN ENERGY CO.	UTIL-TEMP	432.85
CENTRAL VALLEY AG	FUEL-WATER	1,843.58
SAPP BROS, INC	FUEL-WATER	726.64
WEX BANK	FUEL-WATER	1,181.18
WAGNER AUTO SUPPLY	OIL, FILTER, SUPPLIES	213.46
PREMIER COMMUNICATIONS	LONG DISTANCE	3.68
PREMIER COMMUNICATIONS	INTERNET/PHONES	601.04
LAMPERTS	SKY LIGHT PARTS	108.60
WAGNER AUTO SUPPLY	BELT	8.48
PRIMEBANK	AUTOPAY	64.10
LE MARS ACE HARDWARE	SUPPLIES	102.73
PREMIER COMMUNICATIONS	IT/AUTOMATE/WEBROOT/CL...	254.24
CULLIGAN WATER	R.O. SYSTEM/PARTS	24.00

Department 810 - WATER Total: **120,848.86**

Fund 600 - WATER Total: **143,376.35**

Fund: 602 - WATER - IMPROVEMENTS

Department: 812 - WATER SYSTEM PROJECTS

MC CLURE ENGINEERING CO.	WATER R/O SYSTEM	69,465.00
MC CLURE ENGINEERING CO.	WATER WELL #15	9,980.00
MC CLURE ENGINEERING CO.	WATER RAW WATERMAIN	4,185.00
HOOGENDOORN CONSTRUCT...	WATER R/O SYSTEM	2,872,594.65
L & L BUILDERS CO	WELL #15	46,652.37

Department 812 - WATER SYSTEM PROJECTS Total: **3,002,877.02**

Fund 602 - WATER - IMPROVEMENTS Total: **3,002,877.02**

Fund: 610 - WASTEWATER

NORTHWEST BANK-FLEX	CHILD CARE DED PAYABLE	192.30
NORTHWEST BANK-FLEX	FLEX HEALTH PAYABLE	188.45
IPERS	IPERS PAYABLE	4,441.45
MUTUAL OF OMAHA	LIFE INSURANCE PAYABLE	90.76
ICMA RETIREMENT TRUST-457	NON ROTH 457 PAYABLE	50.00
EFTPS	MEDICARE PAYABLE	777.84
EFTPS	S.S W/H PAYABLE	3,325.80
TREASURER, STATE OF IA	STATE W/H PAYABLE	750.80
EFTPS	FED W/H PAYABLE	2,580.28
NORTHWEST BANK-FLEX	CHILD CARE DED PAYABLE	192.30
NORTHWEST BANK-FLEX	FLEX HEALTH PAYABLE	188.45
IPERS	IPERS PAYABLE	4,302.92
ICMA RETIREMENT TRUST-457	NON ROTH 457 PAYABLE	50.00
EFTPS	MEDICARE PAYABLE	752.24
EFTPS	S.S W/H PAYABLE	3,216.56
TREASURER, STATE OF IA	STATE W/H PAYABLE	719.44
EFTPS	FED W/H PAYABLE	2,342.52
		24,162.11

Department: 815 - WASTEWATER/SEWER

IOWA COMMUNITIES ASSUR ...	UV BUILDING INSURANCE	7,575.00
CHAPMAN OVERHEAD DOORS...	DOOR REPAIR	110.00
IMWCA	W/C INSTALLMENT #7	703.42
ELECTRICAL AUTOMATION	HVAC REPAIRS	2,261.39
EUROFINS TESTAMERICA	LAB TESTING	50.00
MUNICIPAL PIPE TOOL CO	CAMERA REPAIRS	782.41
PLUMB SUPPLY COMPANY	PVA GLUE	52.68
PLYMOUTH COUNTY RECORD...	2024 KUBOTA RENEWAL VIN ...	23.50
PLYMOUTH COUNTY RECORD...	2024 KUBOTA RENEWAL VIN ...	23.50
INTERGRAPH CORP HEXAGON...	SOFTWARE MAINT	463.13
AQUATIC INFORMATICES INC	SOFTWARE CONTRACT	4,000.00
VAN'S SANITATION INC.	JAN 26 WWTP GARBAGE	50.00

Expense Approval Report

Payment Dates: 1/1/2026 - 1/16/2026

Vendor Name	Description (Item)	Amount
CENTRAL VALLEY AG	FUEL-WW	1,385.24
WEX BANK	FUEL-WW	222.80
PREMIER COMMUNICATIONS	INTERNET/PHONES	384.48
PREMIER COMMUNICATIONS	LONG DISTANCE	3.68
ARNOLD MOTOR SUPPLY	FUSE BLOCK	5.29
O.C. SANITATION INC.	SCREENINGS DISPOSAL	995.18
WAGNER AUTO SUPPLY	OIL	35.40
ARNOLD MOTOR SUPPLY	REEL	377.58
PRIMEBANK	AUTOPAY	64.10
PREMIER COMMUNICATIONS	IT/AUTOMATE/WEBROOT/CL...	381.36
CULLIGAN WATER	R.O. SYSTEM/PARTS	38.00
Department 815 - WASTEWATER/SEWER Total:		19,988.14

Department: 817 - WASTEWATER WEST FACILITY

LE MARS CHEVROLET GMC	VEHICLE REPAIR	99.11
OK ONE STOP LTD	SKIDLOADER TIRES	1,364.00
LE MARS CHEVROLET GMC	VEHICLE REPAIR	117.82
LE MARS CHEVROLET GMC	TIRE REPAIR	33.70
CUMMINS SALES AND SERVICE	GENERATOR SERVICE	2,291.53
EUROFINS TESTAMERICA	LAB TESTING	50.00
MCMASTER-CARR SUPPLY CO.	PIPE REPAIR	458.03
HAWKINS, INC.	CHEMICALS	1,707.56
BROWWINICK LAW	WW PROFESSIONAL SERVICES	7,400.45
INTERGRAPH CORP HEXAGON...	SOFTWARE MAINT	400.00
AQUATIC INFORMATICS INC	SOFTWARE CONTRACT	3,575.20
VAN'S SANITATION INC.	DEC 2025 WWTP WEST GARB...	40.00
CENTRAL VALLEY AG	FUEL-3W	2,084.69
WEX BANK	FUEL-3W	222.79
PREMIER COMMUNICATIONS	INTERNET/PHONES	75.32
ONE OFFICE SOLUTION	COPIER MAINT	31.32
PREMIER COMMUNICATIONS	IT/AUTOMATE/WEBROOT/CL...	63.56
CULLIGAN WATER	R.O. SYSTEM/PARTS	24.50
Department 817 - WASTEWATER WEST FACILITY Total:		20,039.58
Fund 610 - WASTEWATER Total:		64,189.83

Fund: 613 - WASTEWATER - IMPROVEMENTS

Department: 818 - SEWER SYSTEM PROJECTS

HOOGENDOORN CONSTRUCT...	WW PRETREATMENT	2,399,366.78
Department 818 - SEWER SYSTEM PROJECTS Total:		2,399,366.78
Fund 613 - WASTEWATER - IMPROVEMENTS Total:		2,399,366.78

Fund: 670 - SOLID WASTE

Department: 840 - LANDFILL/GARBAGE

VAN'S SANITATION INC.	JAN 26 FY24 STR 4 EXTRA PIC...	600.00
VAN'S SANITATION INC.	DEC 2025 PAPER INVOICE FEE	5.25
VAN'S SANITATION INC.	DEC 2025 RESIDENTIAL PICKUP	26,828.52
PLYMOUTH CO. SOLID WASTE	DEC 25 ASSESSMENT	18,499.25
PLYMOUTH CO. SOLID WASTE	NOV 25 RECYLING	1,152.99
Department 840 - LANDFILL/GARBAGE Total:		47,086.01
Fund 670 - SOLID WASTE Total:		47,086.01
Grand Total:		6,281,206.19

CITY OF LE MARS, IOWA

Consent	REQUEST FOR COUNCIL ACTION	Date: January 20, 2026
	Description: Monthly Financial Statement for December 2025	Item No. D-3

Attached is the monthly Financial Statement for December 2025.

COUNCIL ACTION REQUESTED

Motion acknowledging receipt of the monthly
Financial Statement for December 2025.

(No Roll Call)

TREASURER'S REPORT

December 31, 2025

ACCOUNT TITLE	LAST REPORT			CURRENT
	ON HAND	REVENUES	EXPENSES	BALANCE
001 GENERAL	7,623,800.63	422,309.57	1,290,214.35	6,755,895.85
110 ROAD USE TAX	-356,099.25	117,303.73	162,782.02	-401,577.54
112 UNEMPLOYMENT	26,223.37	0.00	0.00	26,223.37
121 LOCAL OPTION SALES TAX	3,469,757.15	287,421.70	73,157.75	3,684,021.10
122 HOTEL/MOTEL TAX	270,796.78	30,535.33	15,314.20	286,017.91
126 LE MARS HWY BYPASS T.I.F	3,509,566.86	16,999.64	0.00	3,526,566.50
160 ECONOMIC DEVELOPMENT	52,022.17	15,365.00	0.00	67,387.17
167 LIBRARY TRUST	1,115,391.19	2,579.61	500.14	1,117,470.66
168 POLICE RETIREMENT	161,206.09	6,777.31	37,275.41	130,707.99
169 SPECIAL LAW/K9/DARE	20,726.52	227.11	342.00	20,611.63
200 DEBT SERVICE	1,355,046.52	151,526.86	0.00	1,506,573.38
301 SOUTHVIEW INDUSTRIAL	-1,874,358.99	0.00	0.00	-1,874,358.99
302 INDUSTRIAL PARKS	-1,783,509.29	0.00	365,528.87	-2,149,038.16
303 BUSINESS PARKS	-3,467,509.94	0.00	23,404.03	-3,490,913.97
304 FLOOD/DISASTER FUND	-61,993.41	0.00	315,812.01	-377,805.42
313 STREETS - FEDERAL FUNDING	183,983.37	0.00	0.00	183,983.37
314 AIRPORT IMPROVEMENTS	-1,242,419.52	224,986.47	3,300.00	-1,020,733.05
315 STREET PROJECTS	77,032.09	0.00	5,105.00	71,927.09
319 TIF PROJECTS	-253,283.68	0.00	331,097.56	-584,381.24
327 COMMUNITY BETTERMENT PROG	-611,438.04	28.00	4,677.55	-616,087.59
330 BLDG IMPROVEMENT PROJECTS	-149,649.68	0.00	0.00	-149,649.68
331 HWY BYPASS UR T.I.F	-730,050.69	0.00	0.00	-730,050.69
500 CEMETERY PERPETUAL CARE	178,043.52	100.00	0.00	178,143.52
600 WATER	5,424,716.84	299,947.64	378,259.01	5,346,405.47
601 WATER SINKING	40,439.44	107,671.09	3,526.25	144,584.28
602 WATER SYSTEM IMPROVEMENTS	15,601,458.42	26,111.01	1,096,659.12	14,530,910.31
610 WASTEWATER	7,084,177.12	546,213.88	558,067.95	7,072,323.05
611 SEWER REVENUE BOND RESERV	66,083.35	36,416.67	0.00	102,500.02
613 WWTP SYSTEM IMPROVEMENTS	-1,440,981.03	0.00	21,612.95	-1,462,593.98
670 SOLID WASTE	343,262.29	70,385.46	106,818.89	306,828.86
740 STORM SEWER FUND	276,137.80	20,960.53	20,159.44	276,938.89
820 HEALTH INSURANCE	688,640.24	99,096.23	98,968.08	688,768.39
821 DENTAL INSURANCE	4,435.66	7,607.41	7,717.29	4,325.78
REPORT TOTAL	35,601,653.90	2,490,570.25	4,920,299.87	33,171,924.28

BANK BALANCES December 31, 2025

American Bank	\$2.7 M	- MM @ 2.50%
Midstates Bank	\$2.9 M	- MM @ 1.21%
	\$0.5 M	- 7-Month CD - Matures 4/2026
Iowa State Bank	\$15.9 M	- MM @ 3.56%
	\$0.6 M	- 7 -Month CD - Matures 12/2025
IPAIT	\$3.5 M	- MM @ 4.005%
Primebank	\$3.3 M	- MM @ 1.40%
	\$1.0 M	- 12-Month CD - Matures 5/2026
	\$1.1 M	- 7 -Month CD - Matures 6/2026
Northwest Bank	\$2.0 M	- MM @ 1.40%
	\$171,994	- Perp Care CD - @ 4.20%

CITY OF LE MARS, IOWA

Consent	REQUEST FOR COUNCIL ACTION	Date: January 20, 2026
	Description: Renewal of Liquor License (Dusty Lady, The Brew, Kwik Star) and a Temporary Premise Transfer to Habitue Coffeehouse and Bakery	Item No. D-4

Applications have been received from the following. Papers are in order. Approved by Police & Fire Department.

- Dusty Lady for renewal of Liquor License at 32 Central Ave NE.
- The Brew for renewal of Liquor License at 346 Plymouth St SW.
- Kwik Star for renewal of Liquor License at 321 5th Ave SW.
- A Temporary Premise Transfer of Liquor License to Habitue Coffeehouse and Bakery for 800 Prospect St SW on 2/14/2026-2/15/2026.

COUNCIL ACTION REQUESTED

Motion (approving) (denying) renewal of Liquor Licenses to Dusty Lady, The Brew, and Kwik Star and a Temporary Premise Transfer to Habitue Coffeehouse on 2/14/26-2/15/26.

(No Roll Call)

CITY OF LE MARS, IOWA

Consent	REQUEST FOR COUNCIL ACTION	Date: January 20, 2026
	Description: Urban Revitalization Tax Exemption Request	Item No. D-5

Information:

The City has received one (1) request for property to be approved under the Urban Revitalization Plan.

Recommendation:

Staff has reviewed the application, and it complies with the requirements set out in the Urban Revitalization Plan.

COUNCIL ACTION REQUESTED

Motion to approve one (1) Urban Revitalization Tax Exemption request as follows: 1904 2nd Ave SE.

(No Roll Call)

Urban Revitalization Tax Exemption

	Address	Legal Description	Value
1	1904 2nd Ave SE	LOT 3 BLK 4 KNS 4TH ADDITION LE MARS	\$330,000.00
2			
3			
4			
5			
			<hr/>
			\$330,000.00

CITY OF LE MARS, IOWA

Action	REQUEST FOR COUNCIL ACTION	Date: January 20, 2026
	Description: 2026 Business Highway 75 Reconstruction Project	Item No. E-1

Information:

At the January 6, 2026, meeting, Council discussed design aspects of the Business Highway 75 Reconstruction Project. Council approved and directed DGR Engineering and FHU to proceed with a 4-lane roadway design. Council chose to table a decision on 6th Street SW until this meeting.

Options:

- A) Intersection to remain a five-leg intersection.
- B) Close 6th Street SW and convert intersection to a four-leg.
- C) Convert 6th Street SW to an emergency access only.

COUNCIL ACTION REQUESTED

As desired.

(No Roll Call)



Bus. Hwy. 75/Hawkeye Avenue

6th Avenue SW

6th Avenue SW

6th Street SW

Bus. Hwy. 75/Hawkeye Avenue

CITY OF LE MARS, IOWA

Action	REQUEST FOR COUNCIL ACTION	Date: January 20, 2026
	Description: Rezoning – 927 6th Avenue SW	Item No. E-2

Information:

Dogwood Properties, LLC is requesting the rezoning of 927 6th Avenue SW from I-2 (Industrial Business) to B-2 (General Business). The Planning & Zoning Commission met and approved the change on December 16, 2025.

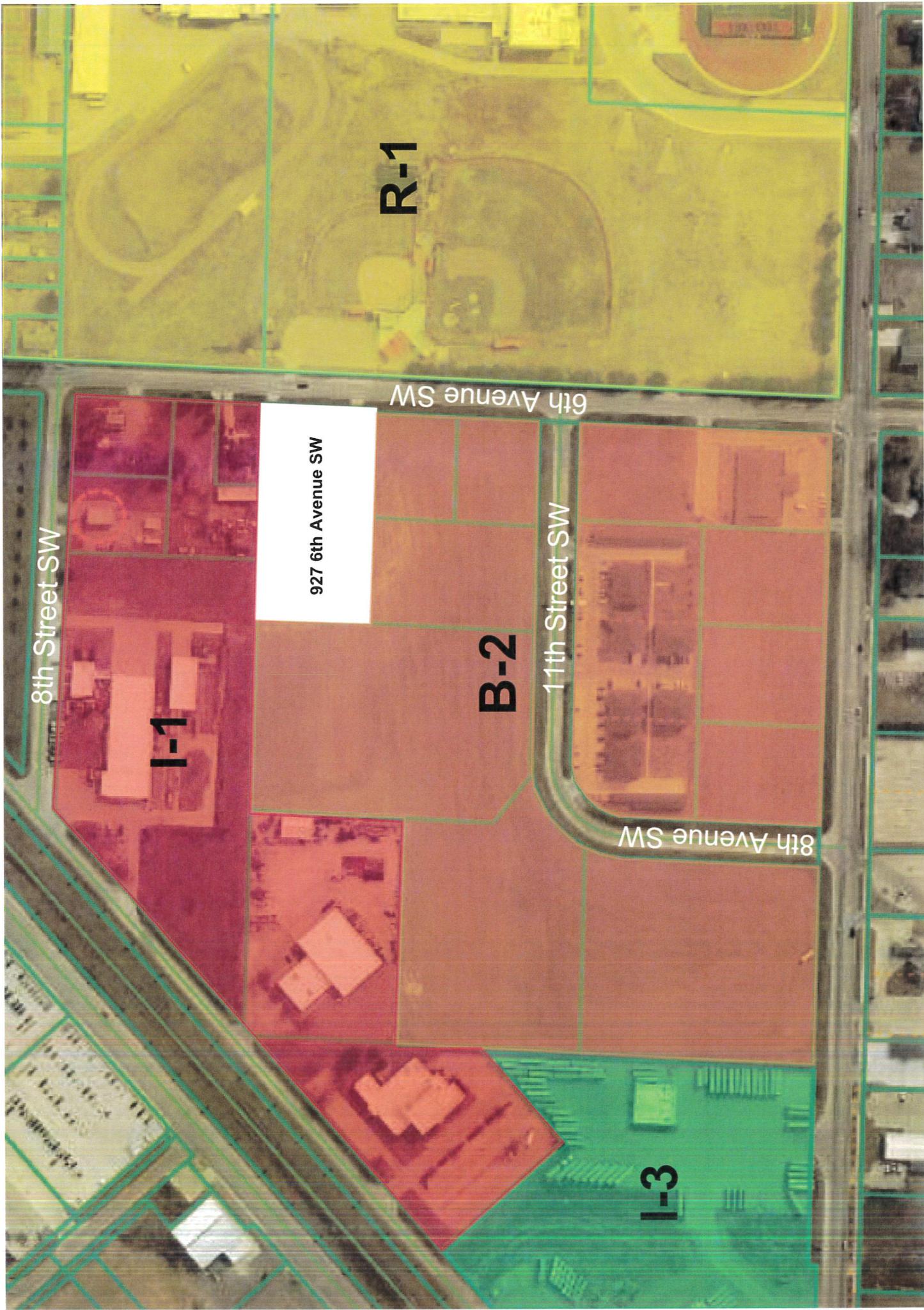
Recommendation:

Administration and the Planning & Zoning Commission recommend Council proceed to a public hearing.

COUNCIL ACTION REQUESTED

Motion to establish February 3, 2026, at 12:00 pm as a public hearing to rezone 927 6th Avenue SW from I-2 (Industrial Business) to B-2 (General Business).

(No Roll Call)



R-1

6th Avenue SW

8th Street SW

927 6th Avenue SW

I-1

B-2

11th Street SW

8th Avenue SW

I-3

CITY OF LE MARS, IOWA

Action	REQUEST FOR COUNCIL ACTION	Date: January 20, 2026
	Description: Airport Manager's Agreement	Item No. E-3

Information:

Attached is a new three-year Agreement between the City of Le Mars and UltraFlight, LLC for management of the Le Mars Municipal Airport.

Recommendation:

Administration recommends Council approval.

Financial

1st year: \$72,460

2nd year: \$74,640

3rd year: \$76,880

COUNCIL ACTION REQUESTED

Motion to approve the three-year Airport
Manager's Agreement with UltraFlight, LLC.

(No Roll Call)

**AIRPORT MANAGER'S AGREEMENT
WITH THE CITY OF LE MARS**

AGREEMENT

WHEREAS, the City of Le Mars hereinafter referred to as "City" and UltraFlight, LLC, hereinafter referred to as "Ultra" desire to enter into an Agreement to provide management services for the Le Mars Municipal Airport.

NOW THEREFORE, the parties in consideration of mutual covenants and promises and agreements herein contained agree as follows:

SECTION I.

The City hereby contracts for and engages the services of Ultra, to provide professional management of the Le Mars Municipal Airport and establishes Ultra as the exclusive Fixed Base Operator (FBO) at the Le Mars Municipal Airport with terms and conditions set forth here and after for a term of three (3) years commencing on the 1st day of January, 2026, extending through and including the 31st of December, 2028. This agreement shall, however, become void and of no effect if Tom Mullally, shall no longer be the principal shareholder/owner of UltraFlight, LLC, or if he shall no longer be the primary employee of Ultra, personally responsible for the daily operation of the Le Mars Municipal Airport. The parties agree that the status of Ultra shall be that of an independent contractor and that it shall be solely responsible for determining the manner in which the duties set out hereinafter are carried out. This Agreement contemplates substantial involvement of Tom Mullally as the Manager in the performance of the daily duties set out hereinafter and shall not survive his death nor may Ultra assign its right under this Agreement without written consent of the City.

SECTION II. COMPENSATION

1. UltraFlight, LLC, shall receive as compensation for the services and duties set out hereinafter for the 1st year the annual sum of \$72,460, payable monthly on the last day of each month.
2. UltraFlight, LLC, shall receive as compensation for the services and duties set out hereinafter for the 2nd year the annual sum of \$74,640, payable monthly on the last day of each month.
3. UltraFlight, LLC, shall receive as compensation for the services and duties set out hereinafter for the 3rd year the annual sum of \$76,880, payable monthly on the last day of each month.

The City expressly will not provide health insurance or life insurance or other benefits to any employee or owners of UltraFlight, LLC.

SECTION III. CITY RESPONSIBILITIES

1. The City shall provide UltraFlight, LLC, an office in the terminal building.

2. The City shall provide and maintain the following equipment for UltraFlight, LLC, use in pursuing maintenance tasks at the airport grounds:

- a. Snow Blower;
- b. Lawn Mower;
- c. Pickup with snow blade;
- d. Weed Eater;
- e. Various Hand Tools

3. The City shall consult with Ultra on a regular basis as specific equipment needs arise. The City shall provide for maintenance of the City owned equipment except for the labor involved in minor repairs that are the responsibility of Ultra.

4. The City reserves the right, but shall not be obligated to Ultra, to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control activities of Ultra in this regard.

5. The City reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Ultra and without interference or hindrance.

6. The City reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Ultra from erecting, or permitting to be erected, any building or other structure on the airport.

SECTION IV. ULTRA RESPONSIBILITIES

1. The responsibilities of UltraFlight, LLC, under this contract shall be to supervise all activities at the Le Mars Municipal Airport, to use diligent effort to promote increased aeronautical activity and to secure persons who wish to base their aeronautical activities at the Le Mars Municipal Airport, to maintain such records as required by the City of Le mars and/or by other authorized governmental agency, and to cooperate with the City Staff and Council in securing compliance by other users of said airport with all pertinent laws and regulations and to perform such other duties to provide for the proper and safe operation and maintenance of said Airport.

2. It will be the responsibility of Ultra to supervise the maintenance of the Terminal Building, including restrooms so as to keep it in good condition and in a state of cleanliness at all times.

3. Ultra shall provide labor in the minor maintenance and repair of the airport grounds and buildings and shall keep the airport reasonably clean. In addition, Ultra shall make reasonable efforts to keep the exterior of all buildings as well as the interior of all buildings neat, clean, and orderly.

4. Ultra management shall determine specific maintenance tasks and their scheduling. Ultra personnel shall not knowingly destroy or otherwise injure any equipment assigned for its use and will assign only qualified employees to operate said equipment.

5. Ultra's Manager shall manage all maintenance and operational activity of the Le Mars Municipal Airport including mowing, snow removal, equipment maintenance, structure maintenance, and other normal maintenance tasks consistent with accepted airport maintenance and operational standards.

6. Ultra's Manager shall be responsible for snow removal in specific instances when the snow accumulation is of two inches or under. This requirement will be modified as mutually agreed to by the City Administrator or designee of Public Works in conjunction with the Manager should conditions exist that require City Staff to remove said snow.

7. Ultra's Manager shall be solely responsible for labor involved in minor hanger repair not requiring specialized equipment, or more than one individual to reasonably complete the task.

8. Ultra's Manager shall be responsible for labor involved in the general maintenance of lighting of the airport runway.

9. Ultra's Manager shall be responsible to notify the City immediately of tasks in which Ultra is incapable of completing.

10. UltraFlight, LLC, shall be solely responsible for providing its own personal property insurance for any personal property belonging to UltraFlight, LLC, which is located on the Airport premises. UltraFlight, LLC, agrees to hold the City harmless for any liability to it for damages to its personal property or the personal property of Tom Mullally. UltraFlight, LLC, agrees to hold the City harmless from any liability to third parties for any personal injury or property damage resulting from the Managers negligence in relationship to UltraFlight, LLC, personal property located on the Airport premises and to hold the City harmless for any injury to UltraFlight, LLC, or its employees occurring at the Le Mars Municipal Airport in connection with duties herein described. UltraFlight, LLC, shall carry general liability insurance in the amount of \$1,000,000 and provide proof of insurance annually to the City for these matters in the form of a certificate.

11. UltraFlight, LLC, shall also at its expense provide for laborers, any necessary payroll taxes, workmen's compensation coverages and any other benefits of such labor in their employee and shall provide proof of insurance and other proof as shall from time to time be requested of UltraFlight, LLC, by the City with respect to the responsibilities in addition to UltraFlight, LLC, responsibilities to provide and pay for the wages and benefits of such laborers, management included.

SECTION V. JURISDICTION

1. This Agreement shall not be construed or relinquish possession and control of the Le Mars Municipal Airport by the City, all of the facilities and equipment associated with this Agreement are public property and UltraFlight, LLC, as agent of the City shall not under the color of title or authority pursuant to this Agreement discriminate to any person due to race, creed, color, sex, national origin or otherwise prohibited by the laws of this state, the federal government or other applicable laws and regulations.

2. This Agreement shall be subordinate to the provisions of any existing or future agreement between the City and the United States or any of its political subdivisions; relative to the operation and maintenance of the Airport, the execution of which has been, or may be, required as a condition precedent to the expenditure of federal or state funds for the development of said Airport.

SECTION VI. TERMINATION

This Agreement shall terminate upon the happening of any of the following events:

1. Upon its normal termination on December 31, 2028, if not renewed as provided for hereinafter.

2. Upon the death of Tom Mullally.

3. Upon the physical disability of Tom Mullally. Said disability shall be such as will incapacitate Tom Mullally for an aggregate of 4 months causing his absence from the facility. Tom Mullally may temporarily assign his task to others under his direct personal supervision until he is fully rehabilitated. After such four-month period, if Tom Mullally is still unable to perform his responsibilities the City may elect to terminate this Agreement upon notice delivered to Tom Mullally.

4. Upon written notice by the City that in its sole discretion termination for good and sufficient cause exists. The City believes such good and sufficient cause shall include, but not be limited to the following:

- A. Dishonesty detrimental to the best interests of the City and the Le Mars Municipal Airport.
- B. Continuing inattention or negligence of duties by Ultra's personnel.
- C. Suspension of Ultra or its personnel from any professional organization or association for more than 90 days.
- D. Immoral conduct by Ultra's personnel.
- E. Tom Mullally being convicted of a felony or misdemeanor punishable by incarceration of more than thirty (30) days (other than a simple misdemeanor).

5. Ultra or its representative shall be responsible for all outstanding debts of Ultra and for removal of Ultra's property from the premises of the Le Mars Municipal Airport facilities not less than 30 days after the date of such termination.

6. The City may terminate under the terms of this Section VI, paragraph 4 (A), (B), (C), (D) or (E) without penalty, compensation, or liquidated damages payable whatsoever to Ultra upon an open Council Meeting and finding of the Council by clear and convincing evidence that wrongdoing exists.

SECTION VII. BREACH

1. In the event that either party claims that the other has substantially breached any of the provisions of this Agreement, a meeting of the City's Airport Advisory Committee will be called to review such claims and the terms of this Agreement.

2. Either party shall have 30 days within which to correct any activity or conduct claimed by the other to have constituted a substantial breach of this Agreement, if not corrected the Agreement may be terminated without penalty by the other party.

SECTION VIII. NOTICE

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail, in the case of the Ultra to its home office located at 316 1st Avenue NE, Le Mars, Iowa 51031 and in the case of the City to its Airport Advisory Committee in care of City Hall, 40 Central Avenue SE, Le Mars, Iowa 51031.

SECTION IX. CONSTRUCTION

This Agreement shall be controlled by the laws of the State of Iowa.

SECTION X. SEVERABILITY

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

SECTION XI. WAIVER AND MODIFICATION

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver or any other breach. Any waiver, alteration, or modification of any of the provisions of this agreement, or cancellation, replacement, or addendum to this Agreement, shall not be valid unless in writing and signed by the parties.

SECTION XII. BENEFIT AND ASSIGNMENT

This Agreement shall inure to the benefit of and bind the parties hereto and their respective legal representatives, successors, heirs, and personal representatives.

SECTION XIII. LIQUIDATED DAMAGES

In the event Ultra is discharged prior to the normal expiration of this agreement for reasons other than death or disability, or other than for good and sufficient cause, as found in Section VI, paragraph 4 (A), (B), (C), (D) and (E) and the like, the City shall pay Ultra the remainder of the contract compensation based upon the number of months served. There shall be no other compensation or liquidated damages paid to the Manager in such event. Payment and acceptance of this amount shall be in lieu of any other claim of the Manager.

In the event Ultra breaches and/or unilaterally terminates this Agreement without good cause attributable to the City at any time during the term of this Agreement, Ultra shall forfeit all remaining compensation.

SECTION XIV. RELATIONSHIP BETWEEN PARTIES

Ultra is contracted to provide services for the City only for the purpose and to the extent set forth in this agreement. Ultra shall be free to dispose of such other portion of its time, energy and skill as does not interfere with his obligation to the City under this Agreement.

SECTION XV. NON-BREACH

Termination of the Agreement as herein set forth by reason of death or disability of Ultra's Manager, Tom Mullally or termination by the City without good and sufficient cause, shall not be deemed a breach of this agreement by Ultra.

SECTION XVI. RENEWAL

This Agreement shall not automatically renew itself. Any intent to negotiate a renewal or extension of this agreement shall be by written notice given by either of the parties hereto to the other party at least ninety (90) days prior to July 1st of the renewal year.

SECTION XVII. ENTIRE AGREEMENT

This agreement contains the entire Agreement between the parties. All previous agreements between the parties are null and void upon acceptance of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Airport Manager's Agreement
this ____ day of _____, 2026.

CITY OF LE MARS

ULTRAFLIGHT, LLC

Rob Bixenman, Mayor

Tom Mullally

ATTEST

Jan Feller, City Clerk

CITY OF LE MARS, IOWA

Action	REQUEST FOR COUNCIL ACTION	Date: January 20, 2026
	Description: Offer to Purchase Property	Item No. E-4

Information:

The City has received a written offer to purchase the former Centennial building site and the parking lot to the south towards 12th Street SE. An aerial map of the area is attached. The general description of the property is:

N PT and S PT Lot 25, Westmar Second Addition, Le Mars

The two lots consist of approximately 1 acre.

Recommendation:

City Administrator recommends the City hold onto the property and not open it up to offers. There is no immediate need to sell this property. With the uncertainty of what the City will do with the Convention Center building once the Willow Creek Banquet space is completed, the Centennial building site could be a desired add on to a potential new owner of the Convention Center building. Also, some Council members have expressed a desire to make the location a park.

If Council desires to sell the property, a survey and plat needs to be created to accurately define what the City is selling. Property lines and 3rd Avenue SE right-of-way need to be established. This work should be done before the City considers any offers.

COUNCIL ACTION REQUESTED

Motion to reject the offer made on the former Centennial building site.

(No Roll Call)

OR

Motion to adopt Resolution No. _____
establishing February 17, 2026 at 12:00 pm as a public hearing on any and all written offers received by February 11, 2026, at 12:00 pm for the N PT and S PT Lot 25, Westmar Second Addition, Le Mars.

(Roll Call)

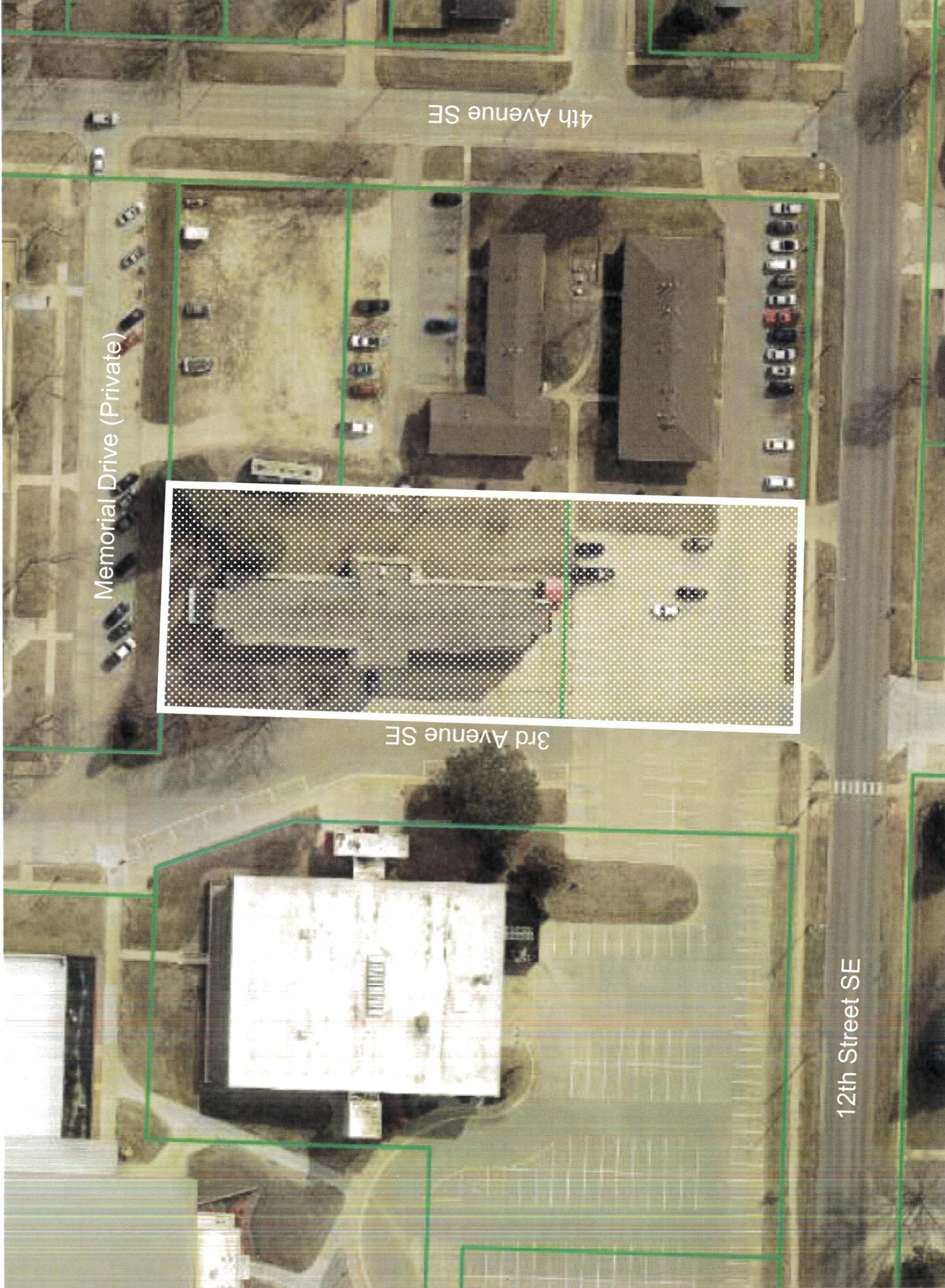
4th Avenue SE

Memorial Drive (Private)



3rd Avenue SE

12th Street SE



CITY OF LE MARS, IOWA

Action	REQUEST FOR COUNCIL ACTION	Date: January 20, 2026
	Description: Approval of Public Improvements – Dogwood 4th and 5th Additions	Item No. E-5

Information:

Dogwood Properties, LLC is requesting Council accept the public improvements within the Dogwood 4th and 5th Additions. A walk-thru with the developer and City staff was conducted on December 16th and a punch list was created. The contractor has completed the punch list items except some settlement issues that will be addressed in the Spring.

Recommendation:

Administration recommends Council accept the public improvements as completed.

COUNCIL ACTION REQUESTED

Motion to accept the public improvements within the Dogwood 4th and 5th Additions.

(No Roll Call)