

AGENDA
REGULAR MEETING OF THE CITY COUNCIL

Our mission is to provide efficient and effective City services and infrastructure with sound fiscal policies that create an enjoyable quality of life in a safe and viable community

ROLL CALL -

ADOPT AGENDA -

SPECIAL ITEMS OF BUSINESS

1. Trails Update

NOTICE TO PUBLIC: PUBLIC FORUM: The Mayor and City Council welcome comments from the public only on agenda items during the public forum. You are asked to give your name, address, and the agenda item number or topic you are referring to on the agenda. Please keep your comments concise and limited to five minutes.

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

2. MINUTES – Regular Minutes of May 16, 2017 and Special Minutes of May 11, 2017
3. CLAIMS dated May 18, 25 and June 1, 2017
4. PERMITS
5. Mayor recommending approval
Reappoint Julie Kim to the MacNider Museum Board
6. Administrator recommending approval
Appoint/hire Yeni Klemesrud as Administrative Assistant at the Fire Department at a Level 10, Step 1 (\$18.85 per hour)
7. Administrator recommending approval
Authorization to reallocate EMS CIP Funds
8. Administrator recommending approval
Reso. levying assessments for charges on certain properties and the certification of same to the County Treasurer for collection with property taxes

9. Administrator recommending approval
 - a. 2.75% fixing wage increase for non-bargaining employees
 - b. **Reso.** fixing compensation for certain appointed officials for fiscal year 2017/2018, effective July 1, 2017
10. Administrator recommending approval
Reso. approving an encroachment permit for Main Street Mason City for use of public right-of-way (in and near Central Park) for four Friday Night Live Events on June 16, July 28, August 18 and September 15, 2017
11. Administrator recommending approval
Reso. approving an encroachment permit for the Place 2B, 116 N. Federal Avenue for use of public right-of-way (City owned Pedestrian Plaza) for an outdoor service area
12. Administrator recommending approval
Reso. approving and authorizing adoption of an amendment that would extend the boundaries of the Downtown Revitalization Loan (DoRL) area
13. Administrator recommending approval
Reso. authorizing approval of a 28E Agreement between the City, the City of Clear Lake, Cerro Gordo County 911 Service Board and Cerro Gordo County for the purchase and implementation of Zuercher Suite Software for computer aided dispatch (CAD), records management system (RMS), mobiles and jail management system (JMS)
14. Administrator recommending approval
Reso. approving the purchase of a 2016 Ford Fusion from Finish Line Motors of Mason City, Iowa for the Police Department
15. Administrator recommending approval
Reso. award of contract to Midwest Roofing for replacement of the Aeration Building Roof and Pump Station 2 Roof at the Water Reclamation Facility
16. Administrator recommending approval
Reso. authorizing notice fixing a date for a public hearing on the Drainage District No. 17 Completion Report
17. Administrator recommending approval
Reso. authorizing notice fixing a date for a public hearing on the reclassification of benefits for Drainage District No. 17

PUBLIC HEARING

18. Administrator recommending approval

- a. **Reso.** approving plans & specs “Mason City Police Department HVAC Renovations Phase 3 Project
 - b. Bid Tabulation
 - c. **Reso.** award contract to Mechanical Air Systems
19. Administrator recommending approval
- a. **Reso.** approving plans, specifications, form of contract and estimate of cost for the “2017 Street Rehabilitation Program Project No. 17-1001”
 - b. Bid Tabulation
 - c. **Reso.** award of contract to McKiness Excavating, Inc.
 - d. **Reso.** approving contract and bond
20. Administrator recommending approval
- Reso.** determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting Amendment No. 6 to the Mason City Unified Urban Renewal Plan

ACTION ITEMS (Items For Individual Council Action) –

21. Administrator recommending approval
- Ord.** amending the City Code by repealing in Title 10, Chapter 2, Building Codes, Article I, “Fire Code” and adopting a new Article I in lieu thereof (FINAL)
22. Administrator recommending approval
- Ord.** amending the City Code by repealing Title 10, Chapter 2, “Building Codes”, Article A. Building Codes, Section 1, 2 and 3 in their entirety and adopting new Sections 1 and 2 in lieu thereof (FINAL)
23. Administrator recommending approval
- Ord.** amending the City Code by repealing Title 10, Chapter 2, “Building Codes”, Article J. Existing Building Code, in its entirety and adopting a new Article J in lieu thereof (FINAL)
24. Administrator recommending approval
- Ord.** amending the City Code by repealing Title 10, Chapter 2, “Building Codes, Article L Residential Code and adopting a new Article L in lieu thereof (FINAL)
25. Administrator recommending approval
- a. **Ord.** amending the City Code by repealing Title 6, Chapter 1, “Public Utilities”, Article A. Water Rates, Section 1, Rates and Charges Established, Subsections A, B

and C in their entirety, and adopting new subsections A, B and C in lieu thereof to establish new water rates and charges (2nd or FINAL)

b. **Ord.** amending the City Code by repealing Title 4, Chapter 2, Garbage, Refuse, Recyclables and Yard Waste, Article C, “Solid Wastes”, Subsection 12, relating to charges, and adopting a new Subsection 12 in lieu thereof (2nd or FINAL)

26. Administrator recommending approval

Ord. amending the City Code by repealing Title 8, Chapter 3 “General Offenses” Section 11 “Fireworks” and adopting a new Section 11 in lieu thereof (1st, 2nd or FINAL)

Adjournment

Citizen Comments: Citizen Comments will not be televised and shall be called to order five minutes after adjournment of the regularly scheduled Council Meeting. Citizens will have the opportunity to speak on any topic they want to address. Each citizen will be allowed five minutes per person to address the City Council.

Please note flash photography is not allowed during the meeting.

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the City Clerk’s Office of the City of Mason City, upon 48 hour notice, will make reasonable accommodations for persons with special needs. Please call (641) 424-7102 if you need assistance.

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

May 16, 2017
7:00 P.M.

MINUTES
REGULAR MEETING OF THE CITY COUNCIL

The City Council of the City of Mason City, Iowa, met in regular session pursuant to law and rules of said Council, in the Mason City Room of the Mason City Public Library, at 7:00 P.M., on May 16, 2017. The meeting was called to order by the Mayor and on roll being called there were present, Eric Bookmeyer, Mayor in the Chair, and the following Council Members: Schoneman, Adams, Solberg, Schickel. Absent: Lee, Hickey.

ADOPT AGENDA

It was moved by Schickel and seconded by Solberg that the agenda be adopted.

On roll call, the vote was as follows:

Yea: Schickel, Solberg, Adams, Schoneman
(Motion was declared carried.)

SPECIAL ITEMS OF BUSINESS

The Mayor proclaimed May 21-27, 2017 as “National Emergency Medical Services Week” and June 2, 2017 as “Relay for Life Day.”

Kativa Eckholt with the Chamber of Commerce provided an update on the North Iowa Band Festival.

PUBLIC FORUM

Tim Brown, 323 19th Street Southeast, referred to Item #20, stating he attended a recent Council Worksession where the University of Iowa students provided a presentation and he was blown away by the excitement and positive feelings in the room and thought that having a second year of access to that kind of research and enthusiasm was a good idea. He also suggested it might be helpful to have them in the City during the summer working with Vision North Iowa so they could see the process and be involved from the beginning with any ideas that might develop. In addition, he clarified that he misspoke at the last Council Meeting (May 2, 2017) on a couple of items, advising Marshall actually started out at \$13 million instead of the \$13.5 and ended up at \$19.9 instead of the \$17.9 million, but it was also because the \$13 million started out at 2008 and wasn’t finished until 2016, so there were construction cost increases. It wasn’t all just cost overruns and “Doug Green” should read as “Dan Green”.

Al Dyer, 651 6th Street, referred to the National EMS Week Proclamation, advising it was important to note the high run volume and that tax dollars were not used for this exemplary EMS system. He also stressed his staff was some of the most highly dedicated, trained professional firefighters/paramedics he has seen and run almost 6,000 calls a year or approximately 16 calls per day in a 24 hour period covering 750 square miles. He commented on their training, advising

they were looking at making it even better and reiterated it was an amazing system and the Council and community should be very thankful for the system they had.

CITY ADMINISTRATOR'S MONTHLY REPORT

4. City Administrator Trout presented his March 2017 Monthly Activity Report.

Council comments followed the report.

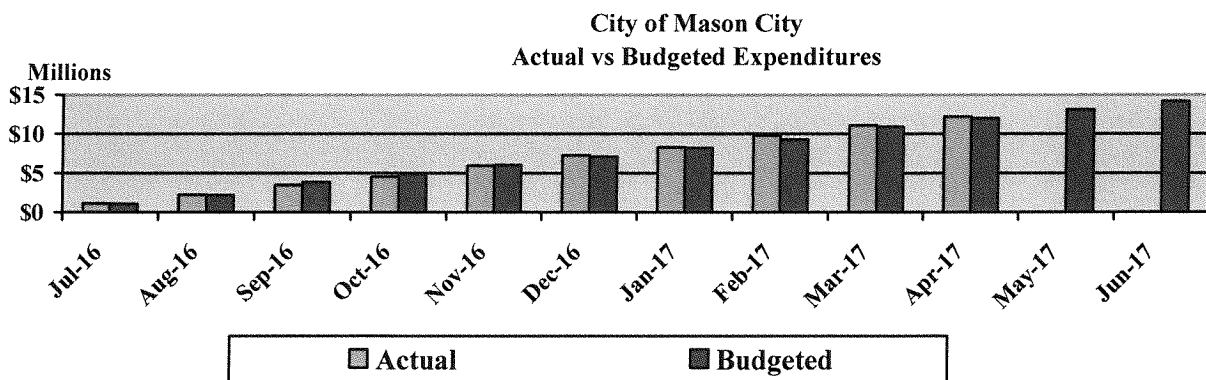
CONSENT ITEMS

Prior to adopting the Consent Agenda, Item #10 and #16 were removed to be acted upon separately.

The following Consent Agenda Items were Approved/Adopted:

5. **Minutes:** Regular Minutes of May 4, 2017.
6. **Claims:** Dated May 4 and 11, 2017 in the amount of \$11,158,695.70
7. **Unaudited Financial Report:**
Finance Director:
GENERAL FUND EXPENDITURES:

April 2017 Budgeted	\$1,091,411.00	Fiscal Year to Date 2017 Budget	\$12,005,524.00
April 2017 Actual	\$1,123,215.56	Fiscal Year to Date 2017 Actual	\$12,201,999.82



The General Fund expenditures for the month ending April 30, 2017 are more than budgeted for FY 2017 by approximately \$196,000 as compared to being over in March by approximately \$164,000. Any department that had an overage is identified under the **Comments** in the next section. The FY 2017 year-to-date expenditures through April 30, 2017 should be 84.62% or under to be within the current budget. The following departments are over budget at this time.

GENERAL FUND EXPENDITURES

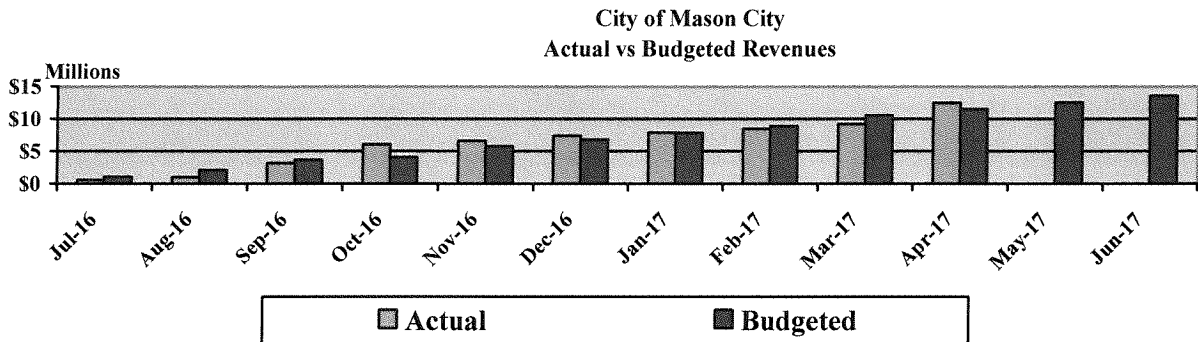
<u>Department</u>	<u>% over</u>	<u>Comments</u>
Police	2.36%	Paid for HVAC project. This will need amending with carryover capital.
Fire	0.70%	Paid for vehicle maintenance. This will be covered by reductions in other areas.
City Hall	21.73%	Paid progress payment on HVAC system. This will need to be amended with carryover capital.
General Administration	2.69%	Completed CIP transfer for General Projects fund. Paid final audit fees. This will come in line as the year progresses.
Safety Director	1.03%	Paid salaries for the newly created position of Transit-Safety Director. The allocation for Safety was increased due to this position. The overage will be covered by reductions in Neighborhood Services.
General-Capital Improvements	37.80%	Paid invoice on timekeeping system project. This will need amending with carryover reserves.
Parks	8.98%	Paid prior year trails projects. This will need to be amended with carryover money. Paid 457 train project in East Park with donations and reserves for that project. This will need to be amended.
Museum-City funded	4.07%	The Museum pays for salaries out of City funds until it is used. After that, salaries are taken out of the Museum funded side. This will come in line as the year progresses.
Cemetery-Capital Projects	26.86%	Paid prior year capital projects. This will need amending with Cemetery reserves.

ALL OTHER CITY FUND EXPENDITURES:

Road Use Tax Operating	6.45%	Paid snow removal overtime and workers comp insurance. This will come in line as the year progresses.
LOST	22.41%	Paid 19 th ST extension project costs. This will need to be amended with LOST reserves as this is a carryover project.
Storm Sewer	60.78%	Paid for progress payment for drainage project approved by City Council. This will need amending as it is a carryover project.
Parking	8.11%	Paid snow removal cost for Southbridge. The expenses should come in line as the year progresses. The revenues are lagging considerably and this fund will need to be analyzed to get it back to positive cash.

GENERAL FUND REVENUES:

April 2017 Budget	\$1,045,256.00	Fiscal Year to Date 2017 Budget	\$11,497,816.00
April 2017 Actual	\$3,262,229.25	Fiscal Year to Date 2017 Actual	\$12,461,212.37



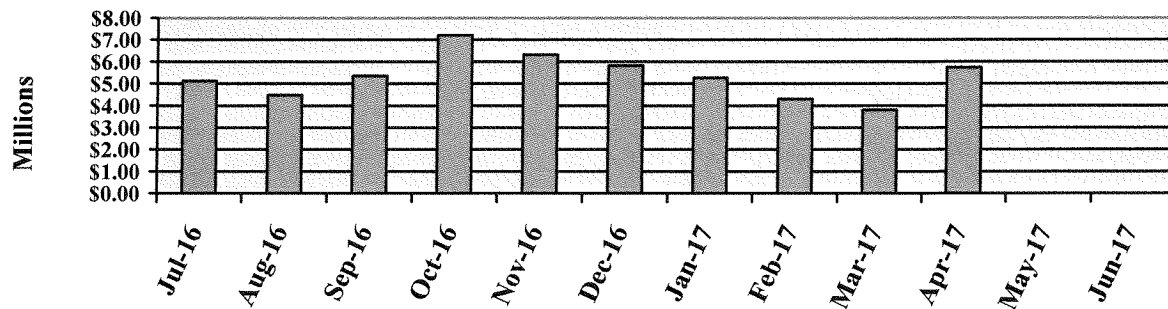
Year-to-date General Fund revenues ending April 30, 2017 are more than budgeted for FY 2017 by approximately \$963,000 as compared to being less than budget in March by \$1,250,000. In September, the City received \$1,111,430 in bond proceeds. In October, the City received approximately \$2,157,000 in property taxes and in April 2017 received approximately \$2,241,000. Those are the largest revenue collections for the General Fund. The City also receives approximately \$235,000 each month from LOST collections for General Fund operations. Overall, the General Fund revenues are more than expenses on April 30, 2017 by approximately \$259,000 as compared to being less by \$1,879,000 on March 31, 2017. Revenues are now more than expenses due to the property tax collections in April 2017. This will again trend back to zero as the fiscal year comes to an end. The overall General Fund expenditures are over budget on April 30, 2017 by 1.38% as compared to being over by 1.16% on March 31, 2017. The amendments to the budget are up for approval on the May 16, 2017 City Council meeting. Those amendments will bring the expenses back in line. The Police department has a carryover capital project for \$239,000 and City Hall has a carryover capital project of \$490,000. The City hall projects will be completed in FY 17 and Phase 2 of the Police project will be completed in FY 2017 as well. Phase 3 of the Police project is included in the FY 18 Capital Improvements Plan and should complete that project in its entirety.

GENERAL FUND PROJECTED CASH BALANCE:

The City of Mason City started the year with \$5,680,063 of unrestricted General Fund Reserves. The chart below shows the monthly reserves as revenues and expenditures for FY 2017 are netted against the fund reserve balance on a cash basis. October and April are property tax collection months and the reserve balance will increase those months. As the months go by, the reserve balance will be reduced as the expenditures will exceed revenues in most other months. As of April 30, 2017 reserves were approximately \$5,739,000 as compared to being approximately \$3,801,000 on March 31, 2017. The \$200,000 receivable from the EHCT was transferred back to the General Fund in December helping stabilize reserves. The bond proceeds for FY 17 capital projects were received in September. Payments for capital projects for City Hall and Police are the reason for the substantial decrease in reserves. In June 2016, \$400,000 was transferred to

General from Road Use Tax as an inter-fund loan for 411 medical costs. This inter-fund loan will be repaid to Road Use Tax with a new tax levy for 411 medical costs included in the FY 18 budget.

\$5 Million General Fund Reserve Projection



OTHER CITY FINANCIAL DATA:

Golf Course Financials

The following table shows the cash basis activity of the Golf Course for calendar year 2017. Typically, March and April are always the best revenue months for the Golf Course as citizens are purchasing season passes these months. The Golf Course started the 2017 season with a negative cash balance of (\$116,382.61) as compared to (\$85,857.22) for calendar year 2016. The reason for the increase in negative cash is due to the farmland rent check being received in January 2017 instead of November 2016.

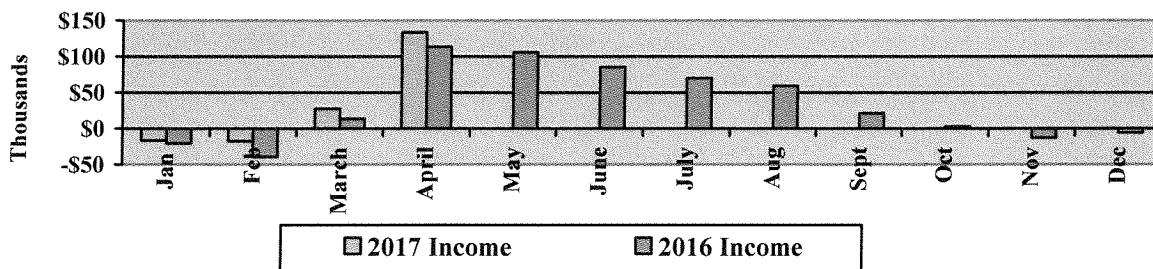
Month	Revenues	Expenses	Monthly Excess (Deficit)	Calender Year Excess (Deficit)	Cash Balance
January	\$24,891.05	\$19,964.22	\$4,926.83	\$4,926.83	(\$111,455.78)
February	\$350.00	\$22,751.50	(\$22,401.50)	(\$17,474.67)	(\$133,857.28)
March	\$87,191.79	\$42,259.62	\$44,932.17	\$27,457.50	(\$88,925.11)
April	\$141,370.31	\$35,527.19	\$105,843.12	\$133,300.62	\$16,918.01

Total revenues are greater than expenses for the calendar year 2017 on a cash basis for the Golf Course increasing the ending cash balance by \$133,300. March and April are the large collection months when memberships are sold. The following information shows the projected income (loss) based on past year revenues and expenses. Overall, the Golf Course had a \$5,700 net loss for the calendar year 2016. The CY 2017 information shows projected income (loss) to be around (\$10,100).

Golf Course Income (Loss)
Cash Basis
Calendar Year 2017

Revenues to date	\$ 253,803.15	
8 month projected	<u>\$ 180,375.90</u>	
Projected revenues		\$ 434,179.05
Expenses to date	120,502.53	
8 month projected	<u>323,787.33</u>	<u>444,289.86</u>
Income (loss)		<u><u>\$ (10,110.81)</u></u>

Golf Course
Net Income Comparison



The preceding table shows the cumulative monthly income for the Golf Course as compared to the prior year's income. As the graph shows, CY 2017 net income is approximately \$20,000 more than the prior years' income.

Overtime Analysis for Police and Fire

Budgeted overtime for the fiscal year is being monitored in Police, Fire and Ambulance. The following table shows the budgeted versus actual in those areas as of April 30, 2017.

	Budgeted	Used	Remaining
Police	\$172,000	\$134,704.04	\$37,295.96
Fire	\$60,000	\$58,384.94	\$1,615.06
Ambulance	\$180,000	\$175,773.35	\$4,226.65

The information below is comparable to the previous month. Any lines in bold are currently projected to be over budget.

- 1) The Police Department will be under their budgeted amount for overtime by approximately \$12,800 as compared to being projected under approximately \$14,500 from the prior month if spending continues as it has.
- 2) **The Fire Department overtime will exceed the budgeted overtime by approximately \$9,000 as compared to \$15,900 from the prior month if spending continues as it has.**
- 3) **The Ambulance Department overtime will exceed the budgeted overtime by approximately \$27,700 as compared to \$20,175 from the prior month if spending continues**

as it has.

The Fire department overtime has been charged out of ambulance for the last two months. This is why there is no overtime in Fire from the prior month.

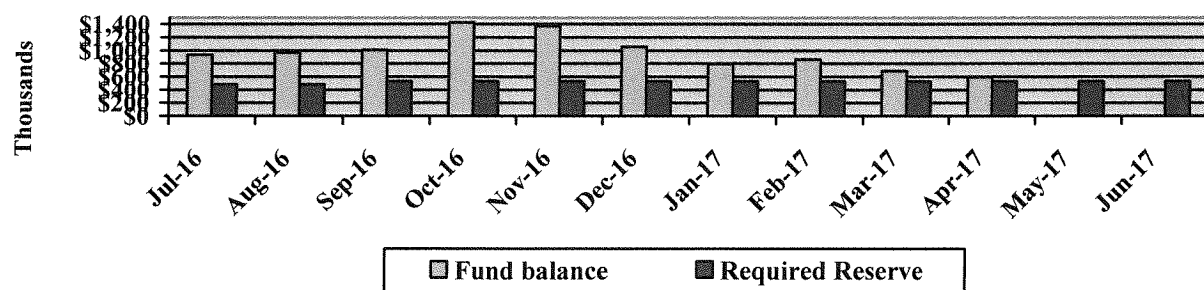
Ambulance Financials: The following table shows the cash basis activity of the Ambulance fund for Fiscal Year 2017. The fund started the 2017 fiscal year with a positive cash balance of \$173,766.39 and \$300,000 in investments.

Month	Revenues	Expenses	Monthly Excess (Deficit)	Calender Year Excess (Deficit)	Cash Balance
July	\$182,548.16	\$218,921.88	(\$36,373.72)	(\$36,373.72)	\$437,392.67
August	\$184,120.73	\$143,353.93	\$40,766.80	\$4,393.08	\$478,159.47
September	\$325,712.29	\$353,494.33	(\$27,782.04)	(\$23,388.96)	\$450,377.43
October	\$132,859.99	\$123,407.77	\$9,452.22	(\$13,936.74)	\$459,829.65
November	\$183,383.56	\$134,711.18	\$48,672.38	\$34,735.64	\$508,502.03
December	\$170,246.75	\$149,882.95	\$20,363.80	\$55,099.44	\$528,865.83
January	\$145,097.72	\$112,183.35	\$32,914.37	\$88,013.81	\$561,780.20
February	\$160,707.94	\$137,545.26	\$23,162.68	\$111,176.49	\$584,942.88
March	\$167,529.57	\$218,260.58	(\$50,731.01)	\$60,445.48	\$534,211.87
April	\$158,298.65	\$137,586.67	\$20,711.98	\$81,157.46	\$554,923.85

Total revenues were more than expenses for the fiscal year on a cash basis for the Ambulance fund increasing the ending cash balance by approximately \$81,100.

Employee Health Care Fund:

**Employee Health Care Trust
Fund Reserves vs Required Reserves**



The Health Care fund balance continues to be drawn down and the cash balance will continue to move closer to the required reserve balance. Projected revenues and expenses show a slight decrease in fund balance for the Health Care Fund at 6-30-2017. The fund balance should increase for FY 18 as rates are increasing 20% for health care costs. There was an adjustment to the required fund balance in September as the actuarial report is completed. That requirement increased the required fund balance from \$481,000 to \$530,000. This is due to the increasing cost of health care each month. **The pay down of the remaining loan of \$200,000 to the General Fund took place in December. That had a downward effect on the fund balance for FY 2017.**

Code Requirement: Each department manager needs to keep in mind that they shall abide by

State Code 384.20. The code states “***Public moneys may not be expended or encumbered except under an annual or continuing appropriation.***” Based upon State Code, a department manager **can not** spend any money on projects or operating costs not included in the current budget, unless Council approval is given and an amendment is made for any non budgeted items. It is the department manager’s responsibility to maintain their expenditures within the guidelines of the City budget.

Mason City’s Debt Limit: The amount of general obligation debt a political subdivision of the State of Iowa can incur is controlled by the constitutional debt limit, which is an amount equal to 5% of the actual value of property within the corporate limits, taken from the last County Tax list. The City’s debt limit, based upon said valuation, amounts to the following:

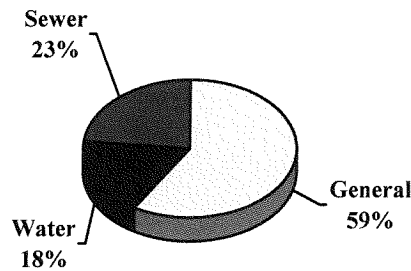
1/1/2016 Actual Valuation:	\$1,666,902,366
	<u>x .05</u>
Statutory Debt Limit	\$83,345,118
 Total General Obligation Debt – (8-31-2016)	 23,070,000
Total Urban Renewal Rebate Agreements	531,230
Total Urban Renewal Revenue Debt (8-31-2016)	<u>2,670,000</u>
 Total Debt Subject to Limit	 <u><u>\$26,271,230</u></u>

Percentage of Debt Limit Obligated **31.52%**

This total obligation is updated as of 8-31-2016 with the 1/1/2015 valuation from the Iowa Department of Management. An analysis of the Debt Policy would show the City has some additional capacity for debt payments, based upon the policy.

Revenue Debt: The outstanding revenue bonds for the City of Mason City Water Department are \$7,153,000. This does not count towards the legal debt limit. The Water fund’s current debt obligation for FY 2017 year is approximately 29.76% of the Water fund’s expenditures. ***According to industry standards, this is near the high limit for debt payments through a revenue fund. However, the current water debt service level continues to drop with the pay down of debt and no new debt issued. The current Water debt schedule shows debt due through FY 2024.*** The outstanding revenue bonds for the City of Mason City Sewer Department are \$9,159,000. This does not count towards the legal debt limit. The Sewer fund’s current debt obligation for FY 2017 year is approximately 26.08% of the Sewer fund’s expenditures. ***According to industry standards, this is near the high limit for debt payments through a revenue fund. However, the debt service level continues to drop with the pay down of debt and no new debt issued. The current Sewer debt schedule shows debt due through FY 2029.***

The pie chart below shows the distribution of overall debt per fund as of 6-30-2016.



8. Permits:

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

Homers 1911 S. Federal Avenue	Class C Liquor License, Outdoor Service
Plaza Mexico 1809 S. Federal Avenue	Class C Liquor License, Catering Privilege
Las Palmas Restaurant 3229 4 th Street SW	Class C Liquor, Outdoor Service
Shopko #52 615 S. Monroe Avenue	Class C Beer
Thai Bistro 7-11 S. Delaware Avenue	Class B wine and Class C Liquor

9. Dump the Pump:

Transit Operations & Safety Manager:

I respectfully request that Council designate June 15, 2017 as “Dump the Pump - Ride Transit Free” day in Mason City. Twelve years ago the American Public Transportation Association (APTA) began a nationwide campaign to encourage Americans to ride public transportation to take us where we need to go instead of driving a car. Mason City Public Transit joined this national movement at that time and once again we would like to offer our “Ride Transit Free” day on June 15, 2017. With the continuing fluctuation of gas prices, “Dump the Pump Day” is designed to encourage people to leave their cars at home and ride public transit to save money, conserve gasoline, and reduce emissions of harmful greenhouse gases into our environment. Projected transit revenues for this year are based on previous year’s actual collections, which included a free ride day. Actual revenues may vary based on increases or decreases in ridership. Daily revenues average approximately \$265.00. Federal subsidy for ridership will still be received for that day. I am confident our projected revenues will be met for 2017. I respectfully request that Council designate June 15, 2017 “Dump the Pump – Ride Transit Free” day in Mason City.

11. Change Date of Council Meeting:

Reso. 17-90:

Resolution No. 17-90, changing the date of the regular scheduled meeting of the Mason City City Council from August 15, 2017 to August 22, 2017 (7:00 P.M.), was presented.

12. Final Pay – East Park Dam Mitigation:

Operation & Maintenance Manager:

It is recommended the City Council accept the project and make final payment to Beemer Companies of Fairmont, Minnesota in the amount of \$7,513.74. Please note that the City is required to wait 30 days after project acceptance before making the final payment. Acceptance by the City Council will initiate the start of the one year maintenance bond, as specified in the contract documents. Beemer companies have completed all the punch list items for the project, which were the only items remaining to be completed. This pay request represents the retainage amount due on the project. The original contract amount was for \$146,435.00 with one change order necessary to meet what the Iowa Department of Natural Resources requested upon inspection. This change represented changing the position of the boulders installed in the creek to allow better water flow for fish passage. Total cost of the project following this small change order is \$150,270.86. A copy of the final project summary is included for your review. This is a budgeted project and the cost of the project will be covered by funding available in the Willow Creek Dam Repair CIP 2017-68. It is recommended the City Council accept the project and make final payment to Beemer Companies of Fairmont, Minnesota in the amount of \$7,513.74.

Reso. 17-91:

Resolution No. 17-91, accepting work and ordering payment for construction of the “East Park Dam Mitigation Structure I and II”, was presented.

13. Purchase Trailer Mounted Spray Patcher:

Operation & Maintenance Manager:

It is recommended that Council approve the purchase of one Trailer Mounted Spray Patcher from Star Equipment of Ames, Iowa for \$60,056.00. The 2018 CIP budget includes money for the purchase of replacement equipment for the Street Division of Operation and Maintenance. Proposal packets were sent to three companies for the purchase of one Trailer Mounted Spray patch machine. This patcher will be used for repairing pot-holes, leveling uneven pavement, and maintenance to trails. The Equipment will arrive in mid to late July of 2017. Below is a summary of the proposal packets. Star Equipment - \$60,056.00; Logan Contractors Supply Inc. - \$60,911.05; Cimline PMG - \$71,550.00. This is a budgeted project and the cost of the project will be covered by the balance remaining in Street Vehicle Replacement CIP. It is recommended that Council approve the purchase of one Trailer Mounted Spray Patcher from Star Equipment of Ames, Iowa for \$60,056.00.

Reso. 17-92:

Resolution No. 17-92, approving the purchase of a Trailer Mounted Spray Patcher from Star Equipment of Ames, Iowa, for the Street Division, was presented.

14. Contract & Bond – 2017 Pavement Marking Program:

City Engineer:

The recommendation is; that City Council approves the form of contract and bonds with Quality Striping, Inc. of Des Moines for the 2017 Pavement Marking Program. The City of Mason City received bids for the 2017 Pavement Marking Program. The bids were presented to and acted on by the City Council on May 2, 2017. The award of contract was approved to the low bid contractor, Quality Striping, Inc. of Des Moines, Iowa in the amount of \$173,430.06. Council action, approving the form of contract and bonds is now required before execution of the project. The general extent of the program is to add new and refresh existing pavement markings on designated streets at various locations within the City of Mason City. The program includes paint markings for identification of on-street bicycle routes. The contract amount is \$173,430.06. The project is budgeted and is being funded with Road Use Tax. I respectfully request City Council approval of the contract and bond with Quality Striping, Inc. for the 2017 Pavement Marking Program.

Reso. 17-93:

Resolution No. 17-93, approving the contract and bond for the construction of the “2017 Pavement Marking Program Project No. 17-1005”, was presented.

15. Contract & Bond - 2017 Sidewalk Program:

City Engineer:

The recommendation is; that City Council approves the form of contract and bonds with Mid-Continent Contracting of Mason City for the 2017 Sidewalk Program. The City of Mason City received bids for the 2017 Sidewalk Program. The bids were presented to and acted on by the City Council on May 2, 2017. The award of contract was approved to the low bid contractor Mid-Continent Contracting of Mason City, Iowa in the amount of \$49,219.00. Council action approving the form of contract and bonds is now required before execution of the project. The general extent of the work involved is the removal and replacement of 4” PCC sidewalk, install detectable warning panels, furnish and spread topsoil and seeding and fertilizing in various locations within the City of Mason City. The project is budgeted in the amount of \$50,000.00. The funding source for the project is Road Use Tax. I respectfully request City Council’s approval of the contract and bond with Mid-Continent Contracting for the 2017 Sidewalk Program.

Reso. 17-94:

Resolution No. 17-94, approving contract and bond for the construction of the “2017 Sidewalk Program Project No. 17-1004”, was presented.

17. DoRL Loan – 7-11 South Delaware Avenue:

Director Development Services:

Staff respectfully requests that the City Council approve a forgivable loan in the amount of \$30,000 to Brick and Tile LLC for revitalization of the property at 7 – 11 South Delaware Avenue. The Downtown Revitalization Loan (DoRL) Program was established by the City Council as an extension of the successful Corridor Revitalization Loan (CoRL)

Program. The DoRL Program provides a forgivable loan of up to \$30,000 for revitalization of buildings within the Downtown area. The loan must be matched 100% with funds from other sources. If the owner maintains ownership and maintains the improvements for at least seven years, the loan is forgiven. Projects must result in one or more of the following: aesthetic improvements to the exterior, an increase in property value, making dilapidated or outdated buildings leasable or saleable, or creating downtown dwelling units. Improvements must respect the historic nature of the building being revitalized. The former CoRL Loan Review Committee is now the Loan Review Committee, and will be reviewing both CoRL and DoRL loan requests for the City Council. A property and business owner from Downtown has joined the Committee, and the Executive Director of Main Street Mason City is now an ex-officio member. Jeff Tierney is President of Brick and Tile LLC, and owns both the Brick and Tile Building at 101 East State Street and the adjacent building at 7 – 11 South Delaware Avenue. The Thai Bistro Restaurant occupies the ground floor of this 3-story building. Mr. Tierney has been working with a tenant in the Brick and Tile Building who needs additional space. To provide this, a door will be opened between the two adjacent buildings, and the third floor of 7 – 11 South Delaware will be remodeled into additional offices. The second floor will remain vacant for the time being, while the first floor will continue to be occupied by the Thai Bistro. The project also includes tuck-pointing the exterior brick along South Delaware Avenue, replacing all of the windows on the second and third floors, and adding a sprinkler system. The total cost of this project is \$125,000. The applicant seeks a forgivable loan of \$30,000. Clear Lake Bank and Trust has provided a loan commitment in a sufficient amount to meet the 100% match requirement. The Loan Review Committee met April 26, 2017 to consider this application; the minutes are attached. The Committee members encouraged the applicant to use historically appropriate window replacements, and also recommended that the existing mortar be tested so that the new mortar will match it in color. The project will improve the aesthetics of the building, significantly increases its value, and allows for expansion of an existing downtown business. The Committee recommends approval of a forgivable loan in the amount of \$30,000. This program is funded with TIF funds. The FY17 Capital Improvements Plan includes \$250,000 for Downtown Improvements. There is no impact to the operating budget. Staff respectfully requests that the City Council approve a forgivable loan in the amount of \$30,000 to Brick and Tile LLC for revitalization of the property at 7 – 11 South Delaware Avenue.

Reso. 17-95:

Resolution No. 17-95, approving of a forgivable loan to Brick and Tile LLC for the rehabilitation of 7-11 South Delaware Avenue in conjunction with the Downtown Revitalization Loan Program, was presented.

18. DoRL Loan – 20 5th Street NW:

Director Development Services:

Staff respectfully requests that the City Council approve a forgivable loan in the amount of \$16,649 to Kirk Johnson and Kathy Graves for revitalization of the property at 20 5th Street NW. The Downtown Revitalization Loan (DoRL) Program was established by the City Council as an extension of the successful Corridor Revitalization Loan (CoRL) Program. The DoRL Program provides a forgivable loan of up to \$30,000 for revitalization of buildings within the Downtown area. The loan must be matched 100% with funds from

other sources. If the owner maintains ownership and maintains the improvements for at least seven years, the loan is forgiven. Projects must result in one or more of the following: aesthetic improvements to the exterior, an increase in property value, making dilapidated or outdated buildings leasable or saleable, or creating downtown dwelling units. Improvements must respect the historic nature of the building being revitalized. The former CoRL Loan Review Committee is now the Loan Review Committee, and will be reviewing both CoRL and DoRL loan requests for the City Council. A property and business owner from Downtown has joined the Committee, and the Executive Director of Main Street Mason City is now an ex-officio member. Kirk Johnson and Kathleen Graves own the property at 20 5th Street NW, which is adjacent to the bend of US 65 Southbound where North Federal Avenue becomes North Washington Avenue. This building was originally built as a single family home, but over the years it was converted to commercial use. It was once an antique store and most recently was a medical office. The applicants intend to revitalize the building with a new roof, repairs to the front porch and accessible ramp, and replacement of 9 windows. On the interior, all of the wood flooring will be refinished or repaired, the kitchen will be converted to a break room, and the building will be freshly painted. The owners intend to lease the property to a non-profit entity. The total cost of this project is \$33,298.89. The applicant seeks a forgivable loan of \$16,649. First Citizens Bank has provided a loan commitment in a sufficient amount to meet the 100% match requirement. Staff asked City Assessor Dana Naumann to estimate the expected increase in real property value as a result of the proposed improvements. The 1/1/17 assessment of this property is \$78,860; if the improvements are completed as requested, the value is expected to increase to \$105,000 (an increase of \$ 26,140, or 33 percent). The Loan Review Committee met April 26, 2017 to consider this application; the minutes are attached. The Committee noted that the proposed project meets the goals of the DoRL Program, and recommends approval of a forgivable loan in the amount of \$16,649. This program is funded with TIF funds. The FY17 Capital Improvements Plan includes \$250,000 for Downtown Improvements. There is no impact to the operating budget. Staff respectfully requests that the City Council approve a forgivable loan in the amount of \$16,649 to Kirk Johnson and Kathy Graves for revitalization of the property at 20 5th Street NW.

Reso. 17-96:

Resolution No. 17-96, approval of a forgivable loan to Kirk Johnson and Kathy Graves for the rehabilitation of 20 5th Street Northwest in conjunction with the Downtown Revitalization Loan Program, was presented.

19. CoRL Loan – 152 5th Street SW:

Director Development Services:

Staff respectfully requests that the City Council approve a forgivable loan in the amount of \$10,585 to Dyball Properties LLC, d.b.a. Mason City Honda for revitalization of the property at 152 5th Street SW. Ron Dyball of Dyball Properties LLC, owns the property at 152 5th Street SW, which is the Mason City Honda motorcycle dealership. The business sells new and used motorcycles and provides mechanical and repair services as well. Mr. Dyball also leases the eastern 1/3 of the building to the North Iowa Youth Center. The applicant intends to revitalize the building with new signs, architectural elements, and landscaping. The pole sign near the 5th Street SW frontage needs electrical repair and no

longer lights. The other signs on the building are dated and need replacement. The new signs are brighter in color and will make the site more attractive. In addition, a red-painted metal fascia will be added to the front of the building to add more color and interest to the building. Finally, the gravel area behind the Youth Center portion of the building will be restored with new fill, grading and grass. The applicant included a landscaping plan, but this is not part of the project to be funded under the CoRL program. The total cost of this project is \$21,170. The applicant seeks a forgivable loan of \$10,585. Farmers State Bank has provided a loan commitment in a sufficient amount to meet the 100% match requirement. Staff asked City Assessor Dana Naumann to estimate the expected increase in real property value as a result of the proposed improvements. Since signs are considered personal property and not real property, she concluded that the project would not result in a significant improvement in real property value. As was noted with the DoRL requests on the City Council's 5/16 agenda, the former CoRL Loan Review Committee is now simply the Loan Review Committee, and will be reviewing both CoRL and DoRL loan requests for the City Council. The Loan Review Committee met April 26, 2017 to consider this application; the minutes are attached. The Committee noted that the proposed project meets the CoRL Program goal of improving the aesthetics along the corridors, and recommends approval of a forgivable loan in the amount of \$10,585. This program is funded with TIF funds. The FY17 Capital Improvements Plan includes \$200,000 for the Corridor Improvement Program. There is no impact to the operating budget. Staff respectfully requests that the City Council approve a forgivable loan in the amount of \$10,585 to Dyball Properties LLC, d.b.a. Mason City Honda for revitalization of the property at 152 5th Street SW.

Reso. 17-97:

Resolution No. 17-97, authorizing approval of a forgivable loan to Dyball Properties, LLC, d.b.a. Mason City Honda for the rehabilitation of 152 5th Street SW in conjunction with the Corridor Revitalization Loan, was presented.

20. Amendment #1 MOA – Iowa Initiative for Sustainable Communities:

Director Development Services:

Staff respectfully requests approval of the resolution authorizing execution of the amendment to the Memorandum of Agreement between the City of Mason City and the University of Iowa, through the Iowa Initiative for Sustainable Communities, extending the partnership for an additional year. The Iowa Initiative for Sustainable Communities (IISC) is an outreach of the University of Iowa that partners with rural and urban communities across the state to match students and faculty to projects proposed by partner municipalities that address priorities for advancing quality of life in the state. The IISC matches community needs with the expertise and resources of the University of Iowa faculty and students. The IISC describes its mission as follows: *Through developing projects that address community priorities while engaging students in impactful experiences throughout the state, the IISC pursues a dual mission of enhancing quality of life in Iowa while transforming teaching and learning at the University. The partnerships between students, faculty, and community members that are facilitated by the IISC draw stronger connections between the University of Iowa and the state, advancing the University's strong commitment to mutually beneficial engagement with Iowa communities. These partnerships enable the IISC to address Iowa's economic, environmental, and socio-*

cultural challenges in ways that build a more sustainable future for the state, and more successful, engaged futures for our students. The IISC provides faculty and students from all of the academic programs and colleges of the University. Thus, urban and regional plans, transportation engineering projects, public health programs, business and marketing projects, and even artwork can be potential projects to be provided through partnership with the IISC. On March 1, 2016 Staff was notified that Mason City was one of two communities selected out of 10 proposals statewide. The City Council approved the Memorandum of Agreement with the University on March 15, 2016. This agreement committed the IISC to provide 10 to 15 projects during the academic year. On average, each project would cost \$1,000, with a minimum commitment of \$10,000. The City has been invoiced \$11,000 for the ten projects started this year. During 2016-17, Staff worked with graduate students in the School of Urban and Regional Planning, and upper-class undergraduate students in the Tippie College of Business, the College of Engineering, and the School of Art and Art History. The 10 projects provided by Iowa students were:

Year-Long Projects:

1. Update to the 2006 Comprehensive Plan
2. Creation of the first Mason City Sustainability Plan

First Semester Projects:

1. Survey of Transit Riders and Potential Users
2. Farmer's Market Location Study

Second Semester Projects:

1. A Community Engagement Campaign to encourage greater citizen participation in local government and seek new applicants for boards and commissions.
2. A Transit Marketing Campaign to encourage greater use of Mason City Transit.
3. A County-wide natural hazard analysis using FEMA's HAZUS program (a GIS-based tool for estimating potential losses due to natural hazards, in cooperation with the Cerro Gordo County Emergency Management Agency.
4. A smartphone app that will be a portal to all things Mason City for visitors and residents alike, advising visitors about local events and attractions, City related meetings and events, and providing a means for residents to interact with City staff by being able to report problems (through SeeClickFix). This project is being developed with the City and with Visit Mason City.
5. A structural study of the historic but vacant Fire Station 2 (located near the new water tower on South Federal Avenue).
6. A preliminary design for a new bridge over Willow Creek on 12th Street NW, including bridge widening and adding a bike lane.

These students preparing these projects have given their final presentations, including a presentation to the City Council. The final deliverables are currently being completed and we will post all the final documents on the City website. The cost for the first year of IISC projects was \$11,000. If the two year-long projects alone were completed by professional consultants, the cost would have been over \$60,000. While it may not be realistic to compare student work with professional work, the overall quality of these two projects is high. As another example, development of a mobile app in the commercial market can cost anywhere from \$5,000 to \$50,000 or more. In essence, this partnership has been a bargain for the City. We expect that the 2017-18 projects will be equally beneficial. The IISC staff is preparing for next year's projects. We are working with them to consider

projects outlined in the initial proposal from 2016, as well as new projects identified during the past year. While the IISC staff has not verified faculty or classes to complete projects next year, we are discussing projects such as a detailed housing study, an update to the 2006 Downtown Plan, downtown murals and artwork, and additional engineering projects. As projects are finalized, a list will be provided to the Council. The attached Amendment #1 retains all of the requirements of the approved agreement, but extends it for another year. Staff expects the cost for FY 17-18 to be similar to this year (\$11,000), but may be somewhat higher if more than 10-12 projects are identified. Funds will be taken out of budgeted program areas, depending on the projects chosen for next year. Staff will also seek funding from other programs that may benefit from these projects, such as Visit Mason City, the Blue Zones Project, and Main Street Mason City. Staff respectfully requests approval of the resolution authorizing execution of the amendment to the Memorandum of Agreement between the City of Mason City and the University of Iowa, through the Iowa Initiative for Sustainable Communities, extending the partnership for an additional year.

Reso. 17-98:

Resolution No. 17-98, approving and authorizing execution of Amendment #1 to the MOA between the City and the University of Iowa through the Iowa Initiative for Sustainable Communities, was presented.

It was moved by Adams and seconded by Schoneman that all items in the Consent Agenda be approved and resolutions adopted.

Yea: Adams, Schoneman, Solberg, Schickel
(Motion was declared carried.)

10. Appoint Meter Utility Person (Water Supply):

City Engineer:

The recommendation is; that City Council approves the appointment of Jim Christensen to the position of Meter Utility Person. The Water Supply Division has an on-going vacancy for the Meter Utility Person position following John Barlow's return to the Street Department. Mr. Barlow chose not to complete his two-week trial period. Written applications from current employees interested in the vacancy were accepted until April 21, 2017. The most senior of those applying was Jim Christensen. Mr. Christensen was originally passed up because of a contract clause requiring him to complete a twelve (12) month period in his current position. However, in lieu of the stated requirement the contract also allows for exceptions if approved by the department head and the Administrator. As hiring options of employees remaining on the list have been exhausted; and I feel Mr. Christensen would be a great addition and asset to the department, I am granting exception to the twelve (12) month requirement and request concurrence on that requirement. With your concurrence to grant exception, I am recommending the appointment of Mr. Christensen be considered for approval by the City Council at the May 16, 2017 meeting. The beginning wage as set by AFSCME contract is \$22.93 per hour. None. The position will be absorbed within the Operating Budget. I respectfully request City Council's approval of the appointment of Jim Christensen to the position of Meter Utility Person.

It was moved by Adams and seconded by Solberg that the recommendation be approved.

Council Member Adams referred to the memo and requested clarification regarding what options were exhausted with City Engineer Rahm stating a list was created and Jim Christensen was passed up because he had not met the 12 month requirement. He explained staff then went through the list and others either weren't available or turned it down and as a result went back to Christensen, saw merit in him and offered him the job.

The Mayor called the question and on roll call, the vote was as follows:

Yea: Adams, Solberg, Schoneman, Schickel
(Motion was declared carried.)

16. Contract & Bond – South Kentucky Avenue Pavement Widening:

City Engineer:

The recommendation is; that City Council approves the form of contract and bond with Bob McKiness Excavating & Grading, Inc. of Mason City, Iowa for the South Kentucky Avenue Pavement Widening project. Bids were received by the Iowa Department of Transportation for the South Kentucky Avenue Pavement Widening project, Project No. STP-U-4822 (63)--70-17. The general extent of the work involves clearing and grubbing, the extension of twin 88" X 54" concrete arch culverts, grading, paving, pavement patching, sidewalk extension and ADA compliant pedestrian access along South Kentucky Avenue within the City of Mason City. Recently, Council approved the award of contract to Bob McKiness Excavating & Grading, Inc. of Mason City in the amount of \$269,202.85 to complete the project. Council action approving the form of contract and bond is now required before execution of the project. The project is programmed in the amount of \$200,000.00. It will be funded through General Obligation (G.O.) Bonds in the amount of \$40,000.00 and a Grant from the Federal government in the amount of \$160,000.00. The remaining project costs will be funded through remaining funds from other projects. I respectfully request City Council approval of the contract and bond with Bob McKiness Excavating & Grading, Inc. for the South Kentucky Avenue Pavement Widening project.

It was moved by Adams and seconded by Schoneman that Resolution No. 17-99, be adopted.

Council Member Adams referred to the \$70,000 gap in funding and asked if staff was confident there would be money from other projects to cover that gap with City Engineer Rahm stating there was some money left over from other projects or Road Use Tax could be used.

Council Member Schoneman requested Rahm explain the project and asked if there was anything in the plan related to the traffic increase on 19th going east with Rahm providing a brief overview, advising staff would be studying that area to determine traffic flow, but at this point he doubted there would be justification for signalization.

Mayor Bookmeyer mentioned a conversation they had had in the past regarding reducing traffic signals and wondered how that was going with Rahm stating he did not have a consultant on

board yet, but was working on an RFP for the Downtown Signal Project and with the DOT for a study on the west end.

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

Reso. 17-99(ADOPTED):

Resolution No. 17-99, approving contract and bond for the construction of the “South Kentucky Avenue Pavement Widening Project (STP-U-4822(633)—70-17), was presented.

On roll call, the vote was as follows:

Yea: Adams, Schoneman, Solberg, Schickel
(Motion was declared carried.)

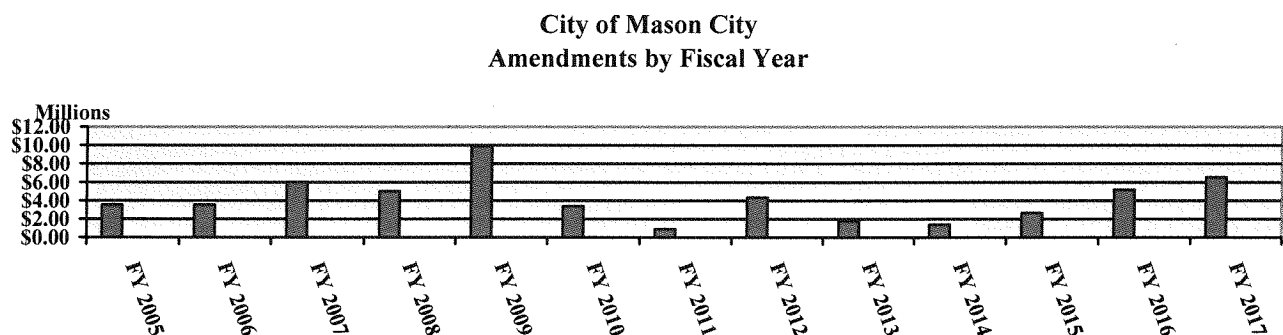
PUBLIC HEARING

21. Amending Budget June 30, 2017:

Finance Director:

After the public hearing, City Council should approve the amendments for the FY 2017 budget ending June 30, 2017. Each year, the City has additional expenditures for unanticipated projects or services, projects that carry forward from the prior year, or additional expenses above the current budget. Iowa Code 384.18 (*See attached code section*) requires a city to amend its budget if the expenditures for a function area will exceed the amount originally certified. The amendment is required regardless of the expenditure. The amended budget must be followed for the remainder for the year. No expenditures can be made without the proper amendments. (*See attached Iowa Code 384.20*). The budget amendments must be completed and filed with the County Auditor by May 31, 2017.

The following chart shows the history of amendment totals since FY 2005:



Attached you will find an itemized list of the proposed amendments. The list has been broken down into four funding sources. The sources include: (1) outside sources, (2) cash reserves, (3) unanticipated revenues & bonds and (4) accounting adjustments and where necessary have all previously been approved by Council. The amendments for the FY 2017 total \$6,534,604. As indicated earlier, four sources are identified as revenue sources

for these amendments.

(1) Outside Sources: The outside source for revenues includes grants, donations and reimbursements that total \$330,900 (or 5.05% of the total revenues) for amendments. These are monies on hand or received during FY 2017. Due to the timing of the receipt of the revenues, the need arose to use the additional revenues for current year projects. The outside sources include the following activities and an explanation of each.

- a. The Police Department received several grants for equipment including gun locks for the cars, firearms, and Aimpoints for their firearms.
- b. The Police Department received insurance proceeds for a vehicle accident. These proceeds were used to repair the vehicle.
- c. The Youth Task Force operates throughout the year primarily on grants. Each year they apply for grants and set their budget accordingly. This year they received additional grants and have incurred expenses pertaining to those grants. It should be noted, no additional City funds are used in these expenditures.
- d. The City partnered with Alliant Energy for tree sales to be planted throughout the City. Trees were sold to the public and those funds are used to pay the expenses.
- e. The Parks Department partnered with the Kiwanis to make upgrades to the Kiwanis Park. Donations and budgeted LOST are being used for the upgrades.
- f. The Airport has capital projects funded with State grants. They are utilizing four state grants to pay for the new 50 ton Chiller project (air conditioning project identified to be paid from prior year's grants. 100% of the grant wasn't available until 2017).
- g. The Airport has capital projects funded with FAA grants. They collected additional grants due to a grant amendment and used those monies for the FAA project.

(2) Cash Reserves: Cash reserves are being used to finance some of the additional activities. The total amount of reserves used is \$6,056,300 (or 92.45% of the total revenues). Those in bold on the spreadsheet are carry over projects or City Council has previously approved the expenditure.

- a. The Police Department continues to work on the HVAC system. Phase 1 was carried over to FY 2017 and completed as was Phase 2 in this fiscal year. Phase 1 was paid for with reserves from the initial bond proceeds.
- b. City election for the At-Large Council position took place this fiscal year to fill this vacant position. General reserves are needed to cover this cost.
- c. The City Hall HVAC project was carried over from the prior fiscal year and completed this fiscal year. Bond reserves are used to pay for this project.

- d. The timekeeping system bids came in over budget and City Council approved the use of General Project Fund reserves to cover the overage. Since the project has been paid for an amendment is needed to cover the extra cost.
- e. The Parks Department used reserved donations to continue the 457 Train project. This project is funded with donations and approved LOST funds.
- f. Continued the bike trail project from Big Blue Park to Fredrick Hanford Park. This is a FY 16 carryover project completed in FY 17. Reserved monies and grants were used to pay for this project.
- g. Continued work on the Ray Rorick Park carried over from FY 16. Reserved LOST monies are used for this part of the project.
- h. The Cemetery had three projects carried over from FY 16 budget and completed this fiscal year. They were paid with bond monies as well as Cemetery capital improvement reserves.
- i. The downtown street light project was completed in FY 17. The project is carried over from the prior fiscal year.
- j. The Monroe Bike Trail project was started in FY 16 and carried over to FY 17 for completion. Since the carry over amount was not budgeted, an amendment is needed.
- k. The Bridge repair project was started in FY 16 and carried over to FY 17 for completion. Since the carry over amount was not budgeted, an amendment is needed.
- l. The Blue Zones trail project was started in FY 15 carried over to FY 16 and had final completion in FY 17. Since the FY 17 amount was not included in the budget, an amendment is needed.
- m. The trail maintenance and chip seal project budgeted in FY 16 was not completed until FY 17. Since this is a carryover project, an amendment is needed.
- n. The Pickleball court project was started in FY 16. Since private funding was not secured until FY 17, the project was held up for completion until FY 17.
- o. The 19th Street extension project started in FY 16 and was not completed until FY 17. Since this was not budgeted in FY 17, an amendment is needed.
- p. The Ray Rorick sports complex project started in FY 15 and continued with various parts of construction until FY 17. Since it was not budgeted in FY 17, an amendment is needed.
- q. The LOST funded Monroe Trail project was completed in FY 17 but had not been budgeted as it was a carryover project.
- r. The Museum Trust will transfer \$50,000 into the Museum operating fund. This is the Trust's part of funding for the Museum operations. This was not included in the original budget as a transfer.

s. The Water tower project continued construction into FY 17. Since it was not budgeted, an amendment is needed.

t. The Storm Sewer funded Drainage District 17 project previously brought to Council was completed in FY 17. This was a new project and not included in the original budget, so an amendment is needed.

(3) Unanticipated Revenues: During the year, the City may experience an influx of unanticipated revenues from various sources. These revenues are above the initial projection for the budget process. Any unanticipated revenues that include additional expenditures need amendments. The total amount is \$147,404 (or 2.25% of the total revenues needed for amendments).

a. The Development Services Department received a refund for a conference they attended. The refund was not anticipated, and therefore an amendment is needed to the budget.

b. The City Administrator received a refund for a conference he attended. The refund was not anticipated, and therefore an amendment is needed to the budget.

c. Campground fees came in higher than projected. The Recreation Director identified the increased fees to cover the unforeseen unemployment costs.

d. The Campground fees came in higher than budgeted and the commission to run the campgrounds is based on actual fees. Since the commission is greater, an amendment is needed.

e. The Hotel/Motel tax fund pays Visit Mason City and NICEDEC based on percentage of collections. Since the collections are greater than projected, the fees will also be higher and an amendment is needed to cover the extra expense.

f. The FY 17 debt included capitalized interest to pay the first year's interest costs. Since this was not known at the time of budgeting an amendment is needed.

(4) Accounting Adjustments

During the year, the City may experience a need to transfer between funds. These transfers are not included in the initial budget and are simply an accounting function to bring the budget in line. The total amount is \$16,100 (or 0.25% of the total revenues needed for amendments).

a. LOST pays for some projects for the Golf Course. The capital outlay at the Golf Course was greater than budgeted due to a carryover project from FY 16 being completed in FY 17.

In summary, the amendments total \$6,534,604. The City received an additional \$330,900 (5.18% of amendments) of grants and donations during the fiscal year. Reserves not previously approved are included in the amendments and are included in the (2) Reserves section on the attached spreadsheet. The total unapproved reserves amounts to \$75,700. Accounting adjustments accounted for 0.25% of the total amendments. These are merely

transfers of expenditures from one fund to another and have no impact on cash reserves. If Council would like to discuss any of the amendments, they are more than welcome to contact me. This will be incorporated into the FY 2016-17 City budget. The Finance Department recommends City Council hold a public hearing on the FY 2017 budget amendments and after the hearing, approve the budget amendments for FY 2017.

Mayor Bookmeyer asked Administrator Trout if he had received any objections with the response being he had not.

The public hearing was held as per published notice and the Mayor called for comments and objections.

There being no comments, the public hearing was declared closed.

It was moved by Schoneman and seconded by Solberg that Resolution No. 17-100, be adopted.

Council Member Solberg stated during the last eight years the Council had worked very diligently not to have amendments that were very high and she noticed this year was the exception to the rule and asked if there was something that stood out that caused that with Finance Director Jacobson stating "If you look in the 'Reserves' section, most of those reserves, almost \$6 million are projects from the prior year that were carried over into this particular year. We anticipate getting those projects done. I try to stay on the managers to get them done. If they don't get done, we have to carry them forward. A couple of the larger projects you have there were the park improvements to the trails project for the Blue Zones. That was kind of a project that was carried out. That was just under a million dollars. Then we had the downtown Streetlight Project, which was another \$800,000 and then we had the 19th Street Extension, which carried in, so there's about \$3 million of projects right there. Every one of the projects that are there are typically budgeted projects, but because we didn't get them done in one year, we carry them over into another year. One of the things I could do in the future, if you'd like to see it, it's going to inflate a budget, but I could always take and put these projects in the future years. I don't like to do that because then you can look at probably an \$80 million budget instead of a \$60 million budget."

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

Reso. 17-100(ADOPTED):

Resolution No. 17-100, amending the budget for fiscal year ending June 30, 2017, City of Mason City, Iowa, was presented.

On roll call, the vote was as follows:

Yea: Schoneman, Solberg, Schickel, Adams
(Motion was declared carried.)

ACTION ITEMS

22. Amendments - Fire Codes:

Fire Chief:

Staff respectfully recommends approval of the ordinance amending Title 10, Chapter 2, Article I. Fire Code (2nd or FINAL). The City has adopted the 2009 edition of the International Fire Code (IFC). It has been the City's practice to adopt the edition also adopted by the State of Iowa. Therefore, it would be necessary to amend City Code 10-2I every time the State adopts a new edition of the Code. The proposed amendment to Section 10-2I-1 adds language that states that the City adopts by reference "the most current version adopted by the State of Iowa." The most recent edition of the 2015 IFC was published in May of 2014; the State has adopted this edition. With the State adoption of the IFC 2015 edition, adoption of the proposed amendment would be needed to amend the City Code to allow the City to adopt the new edition, as well. The proposed changes to Section 10-2I-2 list the necessary amendments to the International Fire Code as published. These amendments delete sections of the IFC that do not apply to the City or list requirements that are handled differently under the City Code. The proposed changes to Section 10-2I-3 address the current "Open Burning" policies set forth by council and there are limited changes to this section. The change in this section is from daily announcements of burn days to; open burning shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous. Section 10-2I-4 address special inspections and there are no changes to this section. The proposed amendments do not impact the budget. Staff respectfully requests approval of the ordinance amending Title 10, Chapter 2, Article I. Fire Code (2nd or FINAL).

It was moved by Schickel and seconded by Adams that the Ordinance be received and placed on file for 2nd Consideration.

Council Member Schickel stated this essentially brought the City Fire Code in compliance with the State and International Fire Code and asked Fire Chief Dyer if there was anything in particular the Council should know about this with Dyer stating there was no significant changes the were updated on average about every three years, the IFC, and the International Building Code, which was its sister Code and staff was basically trying to keep the Code as close to the current Building Code as possible so there was no confusion among builders.

Mayor Bookmeyer stated he wanted to talk a minute about one of his favorite subjects, which was downtown-above housing and directed his comments to Dyer stating he (Dyer) had a slightly different approach in regards to the letter of the law and/or the spirit of law and asked him to address that and talk about property values, how we pay, how we provide service per parcel and what we want and expect from that to pay for it with Dyer stating "Well, basically, as I explained to you the other day at the Rotary Club meeting, I take a different view as far as a couple things on the Fire Code. The Fire Code is intended to offer the highest level of life safety/protection possible, but the problem is that we run into a lot of times is that in order to achieve the highest level possible, it's also an extreme economic burden on the property owners, building owners, stuff like that. So one of the things we need to do, in my humble opinion, as a community we need to look at it and say, okay, what is the intent of the Fire Code. The intent of the Fire Code is to achieve that highest level and can we, through alternative technologies that are out there, new developments in fire science, can we achieve that at a high rate, maybe not the highest, but a higher rate than we have now, and make it more economically feasible for the business owners to do so, so we can actually get our buildings occupied, because if we don't have occupied buildings, we're not going to have people paying taxes and if we don't have people paying taxes, we

have a lot more money going out than we have coming in and I don't think you have to be an economics major to understand that that's not really a good thing. So, what I want to do is I want to address the Fire Code from, I guess, more of a common sense standpoint. Let's take a look at buildings. What can we do to help promote people getting into these buildings, but in the highest fire safety manner that's economically feasible to our City and our community. The community I come from, if you lose the downtown and I told you this, you have a beautiful downtown and it should be developed. It should be the heart of the City. It should be the gem of the City. We can't do that right now because of either old attitudes or misinterpretations or hard core interpretations of the Code. We need to be a business as a Fire Department. My job is not to exclude you from opening a business, my job is to help you figure out how to get into business the safest way possible and one of the things I talked about was, you know, a lot of times, when you look at a business, it may be extraordinarily expensive to even get the building open to get people inside, by the time you have the sprinkler, put ADA elevators, I mean, a ton of stuff that you have to do and really, I guess my question is, if somebody lays out a five-year business plan to us and we say, listen, we want you to meet this level in year one, this level in year two and this level in year three, is that something we can do? Has it been done before? We just need to be open. We have to have these discussions. So my interpretation is this, there is the Code, which is we need separation and compartmentalization in a fire situation. If we can achieve separation by three layers of five-eighths drywall instead of a sprinkler system, it's still achieving separation that's desired by the Code but in a much more economical standpoint. It's not the highest level that we would desire, but it's a high enough level to get what we need, you know and compartmentalization, there's a lot of times where you can open up buildings and as long as you have some kind of a fire rated door that automatically closes, fire-activated doors, that compartmentalizes that fire. It keeps it in that one room and I explained to you and I don't mean to take up too much time here, sprinkler systems, a lot of people have a misconception of it. A sprinkler system is actually going to put a fire out, okay, and this is something I need you guys to understand. A sprinkler system does not necessarily actually extinguish the fire as it more controls the spread of the fire, okay? So based on the content, the fuel load, how much BTU's the actual product puts out, and I'm sure we've all seen the movies where the kid goes into the high school bathroom and lights the sprinkler head with a cigarette and it goes off and the whole school goes off and everybody gets wet. Well, that's Hollywood. Sprinkler systems are not like that. Sprinkler systems work like, the bulb actually has to get heated up enough to burst. That single head will go off, unless the systems actually designed to let everything go off, it does not go off with smoke. It does not go off with smoke. It has to be a heat-activated event and when it does heat activate it contains that fire in an area. Now sometimes it will extinguish it based on the content that's burning. More times it just keeps it contained to that little area. Keeping contained is what gives the people above it time to get out. It gives us time to get there to put it out. So that is the best level of protection we can achieve. However, that is the most expensive that we can put in and sometimes its cost-prohibitive and I know you guys just went through 2016 assessment of all the buildings, correct? So we actually know how much that building's actually valued at and if you're going to tell me, or any other business owner, hey, by the way, I know you're buying a \$90,000 building, but I want a \$120,000 sprinkler system in it. Are we going to occupy that building? Now here's the caveat that I come in. An unsprinkled building in the City or an unoccupied building may not be a threat to the citizens, it may not be a threat to the civilians, the owners. It's still a threat to my firefighters. If that building ever catches fire, even though its unoccupied, we still have the responsibility of going in there to put it out. So the way I view this, and maybe I'm completely off base on this, I've been told by my wife sometimes I definitely go way left field sometimes, is that if I have businesses that move in and they start the renovations and they start getting these build-

ings fire-safe, maybe unfortunately they bought a business and in year two they can't complete the plan, I have a building that's better than what it was when we moved in so I'm increasing slowly the fire rate in a new building. It's not exactly where we want to be but it's better than what we were and that's, usually I'm always about like lets not takes leaps and bounds, lets do baby steps and small improvements over time help make a difference."

Council Member Schoneman stated he had talked with Dyer about this before and it was good to listen to someone who knew their stuff, emphasizing it was overwhelmingly refreshing to hear how solution-oriented he was. He commented on the vacant buildings and upper floors downtown and how it did not pencil out to sprinkle those, so instead everyone worked on something else or built in a corn field. He stated Dyer's creativity was going to be a huge asset with EDC and that should be marketed to the development community, not just in Mason City, but the surrounding area as well, adding that piece was going to make Mason City a much more development-friendly community. He also referred to adaptive reuse and above commercial housing and how the students from Iowa City had stressed the importance of that, noting this was what he dealt with on a daily basis, trying to fill the buildings downtown and concluded his comments by stating this was great news and thanked Dyer for his service and excellence in this.

Council Member Schickel questioned if the current Code provided that flexibility with Dyer explaining it was a "sticky-wicky" and one of the very first chapters was open to the interpretation to the AHJ which was the authority having jurisdiction, stating "That's us. We interpret the Code how we feel the Code should be interpreted, based on our community needs. Now, this will be, I'm sure, a big argument in the legal base at some other time, I guess if we don't do anything, you're going to lose the downtown. I've seen it. I don't want to say I'm like a crystal ball, but I came from a community that did not invest in their downtown, did not change the way they did business downtown. We were a hostile community to businesses and they went next door to cities that were not as hostile and that were helping and we lost our downtown. When we lost our downtown we went into economic receivership at the State level. I've been there. So what I'm trying to tell you is that I've seen it, I know the path of how it goes down. We have the autonomy of the City to make our decision. Now, I know we're governed by State law and stuff like that, too, but the deal is we're trying, we're trying to meet the intent of the Code and that's what sometimes gets lost. People want to go strictly by the letter and there's an intent there, there's an intent to make a building safer. The intent is to make it as safe as possible. The problem is by not allowing these businesses in there to start making them safe, they're going to remain at this level, period. So like I said, I'm not looking to avoid the Code. I'm not trying to circumvent the Code. We're going to apply our Code, but we're going to apply the Code in a manner that hits our needs as a community to get us growing."

Mayor Bookmeyer stated this was a great discussion and urged building owners downtown who had upper level housing or other things they wanted to do to go talk to the Fire Department because they really were looking at this from a solution-orientated point of view and were willing to look at options to move forward.

Fire Chief Dyer stated they would like to offer variable solutions and as he had mentioned before there was new technology out there that could achieve what they want and the cost might be similar or less, but they just needed to be able to offer property and business owners more options, adding Deputy Chief Medlin was an extremely intelligent, dedicated, individual who knew his stuff and urged people to contact him and concluded his comments by stating "We want to be

a solution, we don't want to be a hindrance. I know in the past, Fire Departments can be hindrances because we can just put the "No" down and that's it. That's not me. I want to work with you. I want to figure solutions out."

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

Ord. (2nd Consideration):

An ordinance amending the City Code by repealing Title 10, Chapter 2, Building Codes, Article I "Fire Code" and adopting a new Article I in lieu thereof, was presented.

On roll call, the vote was as follows:

Yea: Schickel, Adams, Schoneman, Solberg
(Motion was declared carried.)

23. Amending Building Codes Article A:

Director Development Services:

Staff respectfully recommends approval of the ordinance amending Title 10-2A-1, Building Code (2nd or FINAL). The city has adopted by reference the 2009 edition of the International Building Code. It has been the City's practice to adopt the code also adopted by the State of Iowa. Therefore it would be necessary to amend City Code 10-2A every time the State adopts a new edition of the code. The proposed amendment to Section 10-2A-1 adds language that states that the City adopts by reference "the most current version adopted by the State of Iowa". The most recent edition of the IBC was published in 2015; the state has adopted this edition. Adoption of the proposed amendment negates the need to amend the City Code to allow the City to adopt the new edition as well. The proposed changes to 10-2A-2 list the necessary amendments to the IBC that do not apply to the City or list requirements that are handled differently under the City Code. The proposed amendments do not impact the budget. Staff respectfully requests approval of the ordinance amending Title 10-2A Building Code (2nd or FINAL).

It was moved by Schickel and seconded by Solberg that the Ordinance be received and placed on file for 2nd Consideration.

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

Ord. (2nd Consideration):

An ordinance amending the City Code by repealing Title 10, Chapter 2 "Building Codes", Article A. Building Codes, Section 1, 2 and 3 in their entirety and adopting new Sections 1 and 2 in lieu thereof, was presented.

On roll, call the vote was as follows:

Yea: Schickel, Solberg, Adams, Schoneman
(Motion was declared carried.)

24. Amending Building Codes Article J:

Director Development Services:

Staff respectfully recommends approval of the ordinance amending Title 10-2J, Building Code (2nd, or FINAL). The city has adopted by reference the 2009 edition of the International Existing Building Code. It has been the City's practice to adopt the code also adopted by the State of Iowa. Therefore it would be necessary to amend City Code 10-2J every time the State adopts a new edition of the code. The proposed amendment to Section 10-2J-1 adds language that states that the City adopts by reference "the most current version adopted by the State of Iowa". The most recent edition of the IEBC was published in 2015; the State has adopted this edition. Adoption of the proposed amendment negates the need to amend the City Code to allow the City to adopt the new edition as well. The proposed changes to 10-2J-2 list the necessary amendments to the IEBC that do not apply to the City or list requirements that are handled differently under the City Code. The proposed amendments do not impact the budget. Staff respectfully requests approval of the ordinance amending Title 10-2J, Existing Building Code (2nd, or FINAL).

It was moved by Schickel and seconded by Schoneman that the Ordinance be received and placed on file for 2nd Consideration.

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

Ord. (2nd Consideration):

An ordinance amending the City Code by repealing Title 10, Chapter 2 "Building Codes", Article J. Existing Building Code, in its entirety and adopting a new Article J in lieu thereof, was presented.

On roll, call the vote was as follows:

Yea: Schickel, Schoneman, Solberg, Adams
(Motion was declared carried.)

25. Amending Building Codes Article L:

Director Development Services:

Staff respectfully requests approval of the ordinance amending Title 10-2L-2, Residential Code (2nd or FINAL). The city has adopted by reference the 2015 edition of the International Residential Code. The proposed changes to Chapter 10-2L-2 of the Residential Code list changes that do not apply to the City or are handled differently under the City Code. The proposed amendments do not impact the budget. Staff respectfully requests approval of the ordinance amending Title 10-2L-2 Residential Code (2nd or FINAL).

It was moved by Schoneman and seconded by Adams that the Ordinance be received and placed on file for 2nd Consideration.

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

Ord. (2nd Consideration):

An ordinance amending the City Code by repealing Title 10, Chapter 2 “Building Codes”, Article L. Residential Code, in its entirety and adopting a new Article L in lieu thereof, was presented.

On roll, call the vote was as follows:

Yea: Schoneman, Adams, Solberg, Schickel
(Motion was declared carried.)

26. Water and Solid Rates Rates:

Finance Director:

City Council is asked to approve the 1st reading for the increase in Water and Sanitation rates. During the FY 2017-18 budget session, City Council approved an increase in the monthly rate for Water to help fund capital projects and for Sanitation to build funds for vehicle replacements in future fiscal years. The Water increase is 1% over existing rates and will increase approximately \$0.25 per month for the homeowner who averages 500 cubic feet of monthly use. The increase for Sanitation will be included as an additional \$0.25 per month and the rate will increase from \$10.45 per month to \$10.70 per month for the July utility bill. This is already included in the FY 2107-18 City budget. Since the rate increases are included in the FY 2018 budget process, the Finance Department recommends Council approval of the ordinance for sanitation rates on 1st reading.

It was moved by Schickel and seconded by Solberg that the Ordinance be received and placed on file for 1st Consideration.

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

Ord (1st Consideration):

An ordinance amending the City Code by repealing Title 6, Chapter 1, “Public Utilities”, Article A. Water Rates, Section 1, Rates and Charges Established, Subsections A, B and C in their entirety and adopting new subsections A, B and C in lieu thereof to establish new water rates, and charges, was presented.

On roll call, the vote was as follows:

Yea: Schickel, Solberg, Adams, Schoneman
(Motion was declared carried.)

It was moved by Schickel and seconded by Schoneman that the Ordinance be received and placed on file for 1st Consideration.

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

Ord (1st Consideration):

An ordinance amending the City Code by repealing Title 4, Chapter 2, Garbage, Refuse, Recyclables and Yard Waste, Article C, “Solid Wastes”, Subsection 12, relating to charg-

es, and adopting a new Subsection 12 in lieu thereof, was presented.

On roll call, the vote was as follows:

Yea: Schickel, Schoneman, Adams, Solberg
(Motion was declared carried.)

ADJOURN

The Mayor adjourned the meeting at 7:55 p.m.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

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

May 11, 2017
7:00 P.M.

SPECIAL MINUTES
MEETING OF THE CITY COUNCIL

The City Council of the City of Mason City, Iowa, met in special session pursuant to law and rules of said Council, in the Mason City Room of the Mason City Public Library, at 7:00 P.M., on May 11, 2017. The meeting was called to order by the Mayor and on roll being called there were present, Eric Bookmeyer, Mayor in the Chair, and the following Council Members: Schoneman, Adams, Solberg, Schickel, Lee, Hickey. Absent: None.

ADOPT AGENDA

It was moved by Schickel and seconded by Solberg that the agenda be adopted.

On roll call, the vote was as follows:

Yea: Schickel, Solberg, Hickey, Lee, Schoneman, Adams
(Motion was declared carried.)

PUBLIC HEARING

1. Amendment No. 1 – Mason City Downtown Reinvestment Urban Renewal Plan:

Development Services Director:

Staff respectfully recommends that the City Council convene a public hearing concerning the adoption of Amendment #1 to the Mason City Downtown Revitalization Urban Renewal Plan, and upon closing of the public hearing, approval of Amendment #1. The City Council set a public hearing for this amendment at the April 25 meeting and authorized the City Clerk to notify the other taxing jurisdictions of a Consultation scheduled for April 25, 2017 at 10:00 AM. Staff convened the Consultation, as required by Iowa Code, on that date and time. Staff had previously received a letter from Cerro Gordo County Administrator Tom Dryzcimski that the County Board had reviewed the proposed amendment and did not have any comments. Mason City Community Schools did not send a letter or send a representative to the Consultation Hearing. The Mason City Downtown Revitalization Urban Renewal Area Plan was adopted in May 2016. At the same time, the Council approved an ordinance establishing a Tax Increment Financing area, with boundaries that are coterminous with the Urban Renewal Area. The Downtown Revitalization URA encompasses most of Downtown Mason City and anticipates growth in the value of properties within it. If the Reinvestment District projects are approved and implemented, Staff anticipates rapid growth in real property value. As a blight and redevelopment urban renewal area, the plan has no sunset and will continue unless the City Council decides to eliminate it at some future time. The Urban Renewal Plan adopted in 2016 highlights the projects that were anticipated through the City's preliminary application for Iowa Reinvestment District designation. These projects included the transfer of land for a hotel on the City Hall parking lot, development of a parking structure to serve

the new hotel and Downtown, transfer of land for development of a multi-story mixed use building on the southeast corner of North Federal Avenue and 2nd Street NE, an indoor-outdoor performing arts pavilion at the north entrance to Southbridge Mall, and conversion of the former J. C. Penney store in the Mall to a multi-purpose arena. With the City Council's direction to pursue a Reinvestment District project with Gatehouse Capital to develop a hotel, skyway, renovation to Music Man Square and creation of a new Meredith Willson Museum, the Downtown Reinvestment Urban Renewal Area Plan needs to be amended. This Amendment #1 removes the hotel land transfer and lists several new projects that would be funded through TIF, local option sales taxes, local option hotel/motel taxes, or general obligation bonds. The amendment does not include the arena project, as that was part of the original plan and is not being changed. The amended plan now lists the following projects:

1. Development and Funding of an Indoor-Outdoor Performing Arts Pavilion: Due to an editing error, this project was left out of the original Plan. The pavilion is still contemplated as part of the Reinvestment District program.
2. Pre-Development Agreement to Develop a Hotel and Conference Center: Gatehouse has proposed a Pre-Development Agreement requesting the City to pay \$150,000 for market studies, econometric (local economic impact) studies, project design, and other pre-development activities. If the project goes through, the \$150,000 would be repaid.
3. Development Incentive for the Gatehouse Capital Project: The Gatehouse proposal includes City funding in the form of a "mezzanine" loan, which fills the gap between the developer's equity and their traditional financing. This loan would be made with general obligation bonds and would be an "interest forgivable" loan, where Gatehouse will repay the principal (estimated to be \$3,500,000 over 20 years, but could be as much as \$4,300,000); however, the City will pay the interest to retire the bonds.
4. Music Man Square Renovations: Music Man Square would be renovated to accommodate conferences for up to 600 attendees.
5. Meredith Willson Museum: Renovation of Music Man Square may require relocation of the museum holdings to a new facility.
6. Skywalk Connection: a skywalk across South Delaware Avenue would connect the hotel to the Music Man Square conference center.
7. Development Agreement for a Parking Facility: Although the parking facility that was contemplated for the north portion of the City Hall parking lot is no longer one of the Reinvestment District projects, Staff recommends keeping it in the plan. This allows the City to consider funding of a parking structure to serve a future development without the need amend the Urban Renewal Plan.
8. Mixed Use Development: The above also holds true for a mixed use development. The Amendment still includes the possibility of developing a mixed use building, although that project is no longer one of the Reinvestment District projects.
9. Downtown Loan Program: This addition specifically authorizes the Downtown Revitalization Loan (DoRL) Program so that TIF and other public money can be used for the forgivable loans to revitalize downtown buildings.
10. Other Development Agreements: This section allows the City to enter into development agreements that are not specifically called out in the Plan, so long as the projects that ensue are consistent with the intent of the Urban Renewal Area Plan.

In addition, if there are potential public projects within an urban renewal area, the State statute requires an analysis of the funding options and justification for using public funds. The Plan has been amended to include the new Reinvestment District projects in this analysis. Other than the legal costs of preparing the plan and proceedings, there is no immediate impact to the budget. The TIF areas will continue to generate tax increment, which can be invested in the URA for the purposes outlined in the amended plan. Staff respectfully recommends that the City Council convene a public hearing concerning the adoption of Amendment #1 to the Mason City Downtown Revitalization Urban Renewal Plan, and upon closing of the public hearing, approval of Amendment #1.

Administrator Trout provided a review of the recommendation.

Mayor Bookmeyer asked Administrator Trout if he had received any objections with the response being he had not.

The public hearing was held as per published notice and the Mayor called for comments and objections.

Max Weaver, 317 20th Street Southeast, referred to Urban Renewal and the definition of a blighted area, stating he still thought the City would be short \$1.5 million because it wasn't being made up by the hotel, museum or a walk-path and believed the Council was going to risk an additional \$150,000, advising it would be well over \$100 million to revitalize/save the downtown. He stated there was a Plan B out there and if they just went another few blocks, they could capture the area to the south of Music Man Square, adding there were people who had talked to the owners who were willing to meet with the City and it would save \$22 million out of \$38 million putting the hotel there. He stated it would take care of hockey, the new horse barn, the hotel and Museum issues, but the Council just didn't want to listen because evidently after 40 years of doing this, he did not have any political capital and while he might not be the sharpest guy, around he stated they should listen to him because there was a better way. He concluded his comments by stating this plan had a lot of debt to it and while they had the front-end money to do the deal, they did not have the operation and maintenance money to carry it for 20 years.

Mayor Bookmeyer stated "By changing this Urban Renewal with the amendment that's proposed, would we be using any of these funds for operations and maintenance?" with Trout stating "No".

There being no further comments, the public hearing was declared closed.

It was moved by Schickel and seconded by Lee that Resolution No. 17-88, be adopted,

Council Member Hickey stated Mr. Weaver had talked about being short \$1.5 million by adding this into the Urban Renewal District and asked Administrator Trout to address that comment with Trout stating when looking at the numbers relative to the loss of the parking structure, there was some revenue that would be lost, advising that was estimated to be about \$1.6 million towards the project. When looking at the revenue from the mixed-use development, there was going to be a small amount of sales tax that the State would have paid to the City that would be lost, however staff believed through the additional conventions that would occur at the facility,

they would get a lot of that back and could recover that portion the City was losing from the mixed-use development. He mentioned however, one of the things the City would lose was some value in TIF that would have been captured from the mixed-use development that could have been used towards the project if needed and there was some potential revenue that would be lost because that tax value would not be on the books. He stated the way to combat that was designating a blight district which meant the City could go with a longer development agreement and the additional value created by both the hotel and the arena would eventually be what paid that off, not tax dollars.

Council Member Hickey stated in 1978, he was only 7 years old so he wasn't here when the decision was made to build the mall and yes, the City had made a huge investment into the downtown over the past 10 years and this would be another huge investment, nor did he think the Council wasn't listening, rather the City was up against a timeframe with part of the revitalization program. He also stated this was the proposal the Council has been putting forward and moving forward with since the RFQ and reiterated he did not think the Council wasn't listening and concluded his comments by stating if the City did not proceed, it would lose the \$10 million from the State to fund this project.

Mayor Bookmeyer asked Trout to explain how once a City declared an area blighted the horizon was perpetual with Trout stating the State allowed two different methods to declare an Urban Renewal Area, one was blight and the other was economic development. In this case, it was determined that a blight designation was necessary in order to ensure the long term viability of the Urban Renewal Area.

Council Member Schoneman referred to Mr. Weaver's comments regarding front end capital to get the project done and sustainability for the operations, emphasizing no one had a crystal ball for what the project would look like in 15 years, but if the projections continued to go the way the City's population was going, it didn't look good and this would provide amenities to the City, whether it was hockey or concerts, things that would make people choose between here and another City, so the Council was doing the best it could to make this a sustainable operating facility.

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

Reso. 17-88(ADOPTED):

Resolution No. 17-88, determining an area of the City to be a blighted and economic development area, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the city; designating such area as appropriate for Urban Renewal Projects; and adopting Amendment No. 1 to the Mason City Downtown Reinvestment Urban Renewal Plan, was presented.

On roll call, the vote was as follows:

Yea: Schickel, Lee, Schoneman, Adams, Solberg, Hickey
(Motion was declared carried.)

2. Pre-Development Agreement – Gatehouse Mason City LLC:

Development Services Director:

Staff respectfully recommends that the City Council convene a public hearing regarding a Predevelopment Agreement with Gatehouse Capital for potential development of a hotel and conference center; and, upon closing the public hearing, approving the Predevelopment Agreement. The City submitted an application for the Iowa Reinvestment District program in 2015. This program allows cities to propose reinvestment districts, within which projects can be ultimately funded through a majority of the collected State sales taxes and all of the collected State hotel/motel taxes. Proposals for the Iowa Reinvestment District program must include a hotel that generates hotel/motel and sales taxes during the 20-year period of the Reinvestment District. The City's application for the program has been provisionally approved. The City had entered into a Purchase, Sale and Development Agreement with G8 Development to construct a hotel to the east of City Hall on the adjacent surface parking lot. However, G8 was unable to secure financing within the agreed upon time, and the Purchase, Sale and Development Agreement with G8 was terminated. Therefore, the City began the process of seeking a new hotel developer. A Request for Qualifications was sent to a list of hotel operators and developers in February of this year, with a deadline of March 1. Two statements of qualifications were received:

- G8 Development, to develop the same project as previously proposed.
- Gatehouse Capital, LLC, to develop a 100±room select service hotel on Southbridge Mall's south parking lot, with a skywalk across South Delaware Avenue connecting the hotel and a relocated Meredith Willson Museum to Music Man Square. Music Man Square would be renovated into a conference center that could accommodate events with up to 600 attendees.

The Gatehouse proposal generated a great deal of public interest and several citizens indicated a preference for that project. On March 21, the City Council directed Staff to enter into negotiations with Gatehouse Capital. Gatehouse has proposed a Predevelopment Agreement that allows the developer to conduct several studies, which would provide both the City and Gatehouse concrete information to support the proposed hotel and associated projects. These studies and plans collectively would constitute the Predevelopment Plan. The attached Predevelopment Agreement lists the studies and plans that Gatehouse would provide. In order to move forward, Gatehouse requests a refundable payment of \$150,000 to pay for the Predevelopment Plan. If the City decides to move forward with the project within 90 days of completion of the Predevelopment Plan, the \$150,000 would be refundable "within 45 days of project financing." Moving forward with this project is dependent upon several other actions, including amendments to the Downtown Revitalization Urban Renewal Plan, meeting State requirements for sale of public property in an urban renewal area, and a referendum election requiring 60% voter approval. The City will begin negotiations for a Purchase, Sale and Development Agreement with Gatehouse for the ultimate development of the project after approval of the Predevelopment Agreement. The City will utilize TIF funds to pay for the Predevelopment Plan refundable payment. Staff respectfully recommends that the City Council convene a public hearing regarding a Predevelopment Agreement with Gatehouse Capital for potential development of a hotel and conference center; and, upon closing the public hearing, approving the Predevelopment Agreement.

Administrator Trout outlined the recommendation.

Mayor Bookmeyer asked Administrator Trout if he had received any objections with the response being he had not.

The public hearing was held as per published notice and the Mayor called for comments and objections.

Steve Crane, Treasurer for Mason City Youth Hockey, introduced representatives in the audience and mentioned they were also tied in and linked with the North Iowa Figure Skaters and the North Iowa Bulls to find a better situation and urged the Council to move forward with the process, advising as everyone was well aware, the ice system was pretty well done and while replacing the ice was an option, their goal was to move forward with a new arena which would add sustainability to their program and others. He also stated it would have a significant impact on the Mason City local economy and the City would be able to leverage their investments with the approved State grant funds and urged the Council to support the Gatehouse proposal, emphasizing this was likely the last chance to secure the necessary private investment to pay the way for this dream to become a reality. He further stated he wanted to reaffirm their willingness and ability to raise the funds they've committed to and have formed a fundraising committee and been working with a consultant to set a timetable and an aggressive campaign as soon as the project received a green light.

Lindsey James, Director of Visit Mason City, stated she was present tonight to express their support of the project, advising the proposed project not only supported the overall mission of Visit Mason City, but created great opportunity for growth commenting that the community had missed out on numerous opportunities to host large meetings and conventions because there was not adequate space and since 2010, they have tracked more than \$4 million in lost visitor spending from meetings and conventions that they just simply couldn't host because of the lack of conference and exhibit space with capacity of 500 or more, so this project created an opportunity to fill that gap. She further stated there were thousands of visitors that came to Mason City each year and hotels were not the only business that benefited from that. Visitors also spent a significant amount of money on things such as shopping, dining and entertainment which had a positive impact on the local economy, noting visitor spending brought in more than \$95 million dollars to Mason City annually and this project positions them to grow that and supported and enhances the assets that were already here and created quality-of-life amenities that were sure to benefit both visitors and locals, as well as attract new business, industry and new residents.

David Rachie, Gatehouse Capital, thanked everyone, not only the Council, but Administrator Trout as well who had done an amazing amount of work in a short period of time and their goal in the next 90 days was to do everything they could to save money for the City while putting together the pre-development plan. He also stated he wanted to thank the community because there had been numerous people who have contacted him and it was overwhelmingly positive and he had met with Jack Leaman regarding alternatives and using different parts, including the land south of Music Man Square and if they could have made it economically viable, they certainly would have. He concluded his comments by stating they had received the econometric study for Marshall, Minnesota (half the size of Mason City and very isolated) and the results were that within 10 years, \$54 million of new economic input would be put back into the community, adding Music Man Square, which was an absolute jewel of a facility and under-utilized would make

this one of the most unique convention centers in the country.

Stuart Seible, 312 21st Southeast, stated the project was probably going to cost the citizens some money and he had no problem with economic development downtown, but asked what would it do for the citizens of Mason City and questioned whether it would be an attractive area or a brick wall, emphasizing greenspace was important also.

John Barron, 78 River Heights Drive and President of the Mason City Foundation, stated he was present tonight to ask the Council for an affirmative vote to develop the blighted area with this hotel and convention and museum project, stressing the development of the hotel and combining it with Music Man Square, would enhance the area and make it a cultural attraction, noting the City already had the Stockman House, MacNider Art Museum and the Historic Park Inn downtown. He further stated the development and completion of this project would stimulate and vitalize the entire area, enhance tourism and help make Mason City a destination City rather than a pass-through City and the ability to attract larger conventions would add to the City's economic development, not only for the hotel and Music Man Square, but for other businesses and entities as well and encouraged the Council to vote in favor of the project.

Brenda Douglas, Mason City, expressed concern over how many Mall parking spaces would be removed, adding she personally did not care for the Mall and rarely went downtown anymore and also questioned why they wanted to move Music Man Square. In addition, she stated she did not understand the "blight district" and believed it was something that was made up in order to build the hotel.

Jon Prebeck, Mason City, mentioned he was present tonight representing the Leadership North Iowa Group and commented on critical thinking, advising Administrator Trout had previously been at a meeting and had gone through every detail humanly possible and the Council had challenged him and asked very good questions, which was what the Council was elected to do. He also stated they had had an opportunity to present this project to 85 professionals in the North Iowa area and the feedback and questions they had asked were all very good, and they wanted the Council to know this group of young professionals would continue to support this project behind the scenes.

Max Weaver, 317 20th Street, stated there were many red flags tonight and referred to Mr. Rachie's comments regarding how great things were in Marshall, Minnesota, pointing out nothing was going on there. He stated they just had a Council Meeting May 1st with a large turnout of people that spoke against the project and how unfair it was and Rachie's proposal there mimicked the one here word for word, adding he had read the transcripts from their Council meetings and talked to the editor of the local paper, the *Marshall Independent*. He also mentioned their EDA had given them \$20,000 for a study last September and he (Rachie) was still requesting \$130,000 for pre-development stuff. He referred to the Gatehouse website and urged people to visit it and stressed never in his 12 years on the Council had he seen the City pay for project design for any developer and he didn't understand why the Council would want to set this precedent and urged the Council to not approve the \$150,000 tonight, stressing he did not think it would kill the deal and it just didn't make sense. He further stated Administrator Trout had said the feasibility study could be done for \$20,000 and he would suggest the City and Rachie split it \$10,000 each because the Council wasn't going to see it if it didn't go through, nor would the City get the \$150,000 back and reiterated that should be a red flag and urged the Council to work

for the citizens and vote “No” tonight.

Lawrence Anderson, 1038 15th Street Northeast, asked the Council to comment on the timetable, advising it appeared Gatehouse was asking for a check by Monday and then 90 days to complete the study and then another 90 days for the City to react which, by his calculations, would be Sunday, November 11th, which would be after the vote on November 7th and requested clarification.

Bobby Gomez, 39 25th Street Southwest, commented on Band Festival, stating he wished it would all move back to East Park and wondered how the project would affect the traffic for Band Festival. He also stated the Council needed to think about infrastructure and roads and shouldn't rush into something and urged the Council to vote with their conscience and make sure they were making the right choice.

Crystal Shellhart with the Holiday Inn Express and Suites, stated she held two hats in the community, noting she was also Vice President of Visit Mason City. She stated it was not just a hotel that was being built, it was the hockey and figure skaters that filled the hotels on the weekend and she definitely had concerns that if this did not pass, where that left them at the end of the day. She also stated putting an additional 100 rooms in the community was not going to hurt the other hoteliers, advising they all had their own brands and loyal customers, no matter what, so Gatehouse coming to the table would not pose a threat, personally, to their hotel and while she could not speak for the other hoteliers or their feelings about it when looking at the big picture she knew that voting this down could definitely be detrimental to the revenue that the hoteliers made off hockey and urged the Council to move forward.

Louise Montavo, 1020 16th Street Northeast, stated time was of the essence and the City could not keep throwing this around and talking about other ideas which might have some validity, emphasizing a decision had to be made or it was not going to happen and maybe Mason City had passed the buck too many times. In addition, she stated to not move forward because there might not be enough parking spaces at the mall where no one was goes was asinine, advising if no one was coming to Mason City, parking wasn't going to matter, adding there were maybe 20 spots in use and they were all people who worked at the mall. She stressed this was an opportunity to save Music Man Square and while it wasn't built to be a convention center, this was an opportunity to save it and concluded her comments by stating there were young people who would like to see this happen even if it did cost some money and urged the Council to invest in their future and vote “Yes”.

There being no further comments, the public hearing was declared closed.

It was moved by Schickel and seconded by Lee that Resolution No. 17-89, be adopted.

Council Member Schickel thanked everyone for their great comments, advising some good questions were raised and asked Mr. Rachie to respond to the question regarding greenspace and the architectural design/overall appearance with Rachie stating if this was approved tonight there would be a public meeting at Music Man Square to obtain input from the community as to what they'd like to see and they usually had two or three different versions of what the architects were considering, advising they were using DLR, which was a fantastic firm, advising in Marshall, Minnesota the design was completely changed by the Council.

Council Member Schickel thanked him for his willingness to listen to the community, advising that said a lot about him and the project. He referred to parking spaces at the mall and mentioned the City was fortunate the mall owner had indicated he agreed with the plan to provide the parking spaces with Rachie concurring, stating he was actually very excited about having this project in his back yard, adding he (Rachie) believed anyone owning commercial retail real estate wanted as much traffic as possible, so between the hockey arena, Music Man Square and the conventions, it would push a lot of people to that area, adding there was a lower parking lot also, so within a block, there was a lot of parking.

Council Member Schickel asked Rachie to speak to the economic impact analysis from Marshall, Minnesota and the status of that project with Rachie stating they were still in the final 90 day pre-development report and were working with their financial advisors, advising there were some issues that came up on the City's side, not on Gatehouse's side, as to how they would go about financing the convention center and were working through that right now.

Council Member Lee referred to the \$1.2 million that was coming out of Local Option Sales Tax, stating if the City was only spending \$1.2 million he wasn't sure how we're saving \$22 million, explaining the overall project was \$36 million, emphasizing the City was leveraging \$1.2 million to get \$36 million and that was a good return on investment and yes there was a risk, but there was a risk in everything the Council did and the big question tonight was whether the City should spend \$150,000 to move this forward and the way he saw it, it was worth the risk to allow the citizens to make the final decision in November and he would chose to vote for the citizens and let them decide in November. He also stated he believed the community could do this because it's been done before and referenced the Library, the pool and the hotel downtown, stressing there was no reason the community couldn't do 60% again. He further stated he would be in favor of this tonight and thought it was a good investment. Regarding parking spaces, if someone was looking for a spot downtown on a regular basis, that was a great problem to have plus it was Blues Zones and people could get out and walk a little more. He commented on the Willson Foundation, stating the City could move the museum, but it had to be a museum, it couldn't just be put in a hallway somewhere and pointed out the Foundation had given their approval of this.

Council Member Adams asked if he was correct and the pre-development agreement was authorized tonight, would Gatehouse have 90 days to come up with a pre-development plan and after that plan was ready the City would have 90 days to take action on it and at that point, if it went through, the money would be refunded with Trout stating it would be refunded if the City received the financing, advising the City would be setting the public hearing on the development agreement the 1st of August (slightly before the 90 day timeframe), so meeting the timeline that was necessary regarding choosing them as sole developer would probably be done within 30 days of that 90 days and then it was just waiting on the vote in November, adding the payback of the money was within 45 days of completion of the financing and that part would be done when they had the vote.

Council Member Adams questioned the results of the study should the City not move forward with Trout stating "Right. I've reviewed the development agreement again and it's not in there. Now, Mr. Rachie and I had discussions about that issue in the past and that was the statement that he made, but in the final pre-development agreement, it is not included and so you'd have to ask him regarding how we, you know, as we move forward, how he will view that."

Council Member Adams asked what happened to the \$150,000 if Gatehouse chooses to not move forward for whatever reason with Trout stating it would be lost and Rachie stating the feasibility study was somewhat of a misnomer in this case, advising part of that was getting all the studies done because one thing the State of Iowa wanted to see was financing in place so they had to do a lot of work to be able to do that. The feasibility study was really about getting a third party like Hotel Valuation Services, HVS, or CVRE to give them a proforma that said they believed these were the revenues the hotel would generate and it was what they needed to go to the finance markets and say, “this is what it’s going to cost us, this is the kind of revenue we’re going to get” which was a lot more credible.

Council Member Schoneman stated this was ultimately about risk and putting a tangible number on that risk was important, emphasizing everything was a risk. He stated the trade area of Mason City was 150,000 people. That was how many people came to town to shop, eat and stay at hotels and if 150,000 people come here to shop, eat and stay that was basically a \$1.00 per person and he would put his \$1.00 at risk for this project, stressing ultimately the voters in November would make the decision.

Council Member Solberg thanked everyone for coming and for Youth Hockey and the figure skaters for being involved in what was happening in the community. She stated successful communities invested in their downtown and Mason City had some very unique businesses in the downtown and she did not think they would have invested in their business if they didn’t think they could be successful and regarding the mall, there was no crystal ball and no way of knowing where the City would be today if there was no mall and the City needed to move on and figure out how to finish the downtown. She also thanked Jon with Leadership North Iowa for their insight and support of the different projects that have been brought forward in the community and referred to the comments made about parking, stating Mason City hosted RAGBRAI with no problems and she didn’t think she heard one person complain that they couldn’t find a place to park, even though it was packed and if there was a problem parking the City could address that at that time, adding there was lower mall parking lot and the many side streets and concluded her comments by urging support of the project.

Council Member Hickey stated he really did not like the \$150,000 for the feasibility study, advising he wasn’t sure what the other Council Members thought, but he felt like the City was making all the investment and Gatehouse had nothing to lose as a result of this. They could walk away at any time. The vote in November could be a “No” vote and he just didn’t feel they were invested in the community so to speak and he knew the other developer had already invested \$600,000 into this and when the RFQ came through and the two proposals were made, he understood why the Council wanted to go with Rachie’s because it was exciting, but he knew the City wouldn’t get anything back from the feasibility study if it didn’t move forward and he was thinking about making an amendment so that if he (Rachie) for some reason should walk away or the vote in November was “No”, he would like to at least see the City retain the feasibility study because it was the City money being invested in the project.

Rachie stated “You can retain it. That’s fine.” He stated it wouldn’t be anything they would want to retain, adding “We will put this together for the community. We’re happy to do that.”

Mayor Bookmeyer stated that would take care of a lot of heartburn at the Council table and with the citizens who provided feedback.

Rachie stated “Yeah, there’ll be a lot, there’s a lot in design and I want to tell you this. You’re getting more than \$150,000 worth of value and the big huge misnomer is that we get it. You have DLR, you have the architects, you have HVS that comes in and does that. We have the econometric study that you’re going to need when you go out to the voters to go out and say, this is why you should do it, you’re going to get ‘x’ amount of money back in the next ten years. Except for the last three I said, the architects, those type of things, if they were charging what it would cost to go have an architect do what they will do in this would be far more than \$150,000 just on its own. They’re doing it on the hope that this goes forward. We make no money. We will lose money, believe me, not a lot but it won’t be insignificant in my budget up in our office in Minnesota, not Texas. I want to make that clear although Max is gone. So, and I think what we can tell you, what Mr. Trout can tell you is that when we can save you, when we can do what will make this better, we do it.”

It was moved by Hickey and seconded by Schoneman that if Gatehouse did not move forward and/or there was a ‘No’ vote, at that point in time Gatehouse would retain the \$150,000, but the City would keep the pre-development study.

Council Member Hickey stated Rachie’s willingness to do this showed good faith on his part, explaining it was one of the issues he had had. He also reviewed the events that had transpired up to this point and over the past seven years, noting Mr. Kuhn who unfortunately wasn’t here today, was a huge supporter of this project and had spent countless hours working with Mayor Bookmeyer, Mr. Trout, and the State of Iowa, to move this project forward. He referred to the \$150,000 investment on a \$36 million project, advising the City still had been able to leverage that fairly well and agreed there was a risk, but there was always going to be a risk and he appreciated Rachie making that gesture tonight, adding when he ran for Council the City had lost out on the casino and a lot of other industries for various reasons and here was an opportunity for the Council to invest in the community, help make it grow and be a huge success.

The Mayor called the question on the amendment and on roll call, the vote was as follows:

Yea: Hickey, Schoneman, Lee, Schickel, Solberg, Adams
(Motion was declared carried.)

Mayor Bookmeyer emphasized that was a tremendous amendment and thanked Mr. Rachie and Council Member Hickey, for working on it and reiterated he really did believe that would take a lot of the heartburn out of it and it was probably the number one comment he’s heard about this project.

Council Member Schickel stated he was very excited about the project and thought having a hotel and conference center linked to Music Man Square had the potential to be a game-changer in Mason City and mentioned the estimated \$4 million lost from visitors who hadn’t come here because the City did not have adequate conference space, emphasizing filling this void would generate millions of dollars in Mason City and could have the potential of keeping property taxes down. He asked people to imagine having this in the same area as the Historic Park Inn, the world renowned Prairie School homes, MacNider Museum, Sculptures on Parade, the Meredith Willson footbridge, and others, just to name a few and also urged everyone to consider the \$10 million State grant depended on this Gatehouse proposal and without it the entire downtown plan had the potential of falling through, adding with this kind of return on investments, the \$150,000

seemed reasonable to him. He concluded his comments by stating this was part of an overall plan that created 200 good paying construction jobs and 100 other jobs and more importantly, positioned Mason City to recruit the kind of good paying jobs we want to see in the future and his colleagues at the table had asked good, hard, questions and that must continue moving forward, but based on what he has learned so far, he was very excited about the potential and planned to vote “Yes” tonight.

Council Member Adams stated the Council has talked about risk, advising there was a risk for him with the pre-development agreement. He stated “The risk that I try to take into account is the tab so far on the project of City money is \$550,000, \$600,000 roughly, that’s been spent on a parking ramp that’s no longer needed, as well as lawyer fees for that same ramp. So, my hesitation comes from running that tab up to three-quarters of a million dollars on something that isn’t a for-sure thing yet. That’s where my main concern comes from. It’s not a shot at the Gatehouse practices. It’s not an anti-River City Renaissance Project for me. It’s not anti-Music Man Square for me. It’s not anti-Mason City Youth Hockey. It’s concern I have on something that’s not a sure thing and to run that tab to what would be three-quarters of a million dollars makes me nervous. So I’m hesitant to support it.”

Council Member Schoneman stated he understood Adam’s concern, but his non-support of that was exactly non-support of hockey and the arena and the Iowa Investment.

Council Member Hickey stated one of the issues he had was he knew Council Member Adams was a new Council Member, but he hadn’t asked any questions to get the answers he was looking for to try and work through them and referenced Mr. Gomez’s comments regarding making sure this was the right thing and he believed this was the right thing now and eventually, as the Council moved forward and try and negotiate and make the best play possible it was going to be the voters, the citizens of Mason City that would ultimately decide if they liked this or not. He stated moving forward if the City wanted to leverage the \$10 million the State was willing to give the City and there was a developer willing to do the project with his feasibility study, the question was do we really want to progress as a community or stay status quo like we have been for almost 40 years and continue to decline as a community. He reiterated these were the kind of amenities that would bring people to town and companies that wanted to invest in the community and urged the Council to be pro-growth and do what it takes to move the project forward.

Council Member Lee agreed there was a risk, but it was minimized and when other people were willing to put up more risk into Mason City he thought it was the least the Council could do stating “...and so I stick by with the \$150,000. I think the \$1.2 million is still a good investment out of Local Option Sales Tax, and I like the structure of this thing and I look forward to being in on the campaign to vote for this and I’ll be knocking on doors or making the phone calls and I’ll put my dollar in and whatever we need to do.”

Council Member Solberg stated this also provided the opportunity for Mason City to get looked at more and referenced Visit Mason City Director James’ comments regarding the many lost opportunities for business.

Mayor Bookmeyer stated part of what made this Council really hum for a number of years was being solution-seeking and stated a vote united tonight would send a message, not just in the community and to the citizens, but to businesses, IEDA and the region and encouraged everyone

to vote “yes”.

It was moved by Schickel and seconded by Solberg to extend debate.

The Mayor called the question and on roll call, the vote was as follows:

Yea: Schickel, Solberg, Schoneman, Adams, Lee, Hickey
(Motion was declared carried.)

Council Member Schickel mentioned there had been several references to the money that had been spent so far on the project and the majority of that money had gone toward design for a parking structure, so if a parking structure was needed downtown in the future, he asked if those design plans could be used with Trout stating that was correct. The design was owned by the City.

Council Member Schoneman asked if the rest of the money not used for the parking ramp was for attorney fees with Trout agreeing, advising approximately \$55,000 was attorney fees related to the development agreement, noting the process was extended a couple different times and involved attorneys to complete the extension.

Council Member Schoneman commented that he understood attorney fees look expensive, but what was really expensive was not using an attorney to go through the process with Trout concurring, advising Mr. Chodur would not have been able to open his hotel without a parking structure next to it, so they had to mirror each other and the City had no choice but to wait “It was our responsibility or we would have been at fault with regards to our terms of the development agreement.”

Council Member Schoneman stated the price tag gave him heartburn, but looking back, it was the right thing to do at the right time and he saw a very similar situation today, that this was the right thing to do, to move forward and it wasn’t intuitive to add those two numbers together. The other one was gone, so the City was actually looking at \$150,000, not three-quarters of a million, emphasizing that was just bad math. He questioned whether the Council was going to let \$150,000 stop this and not allow the citizens to give the choice to the Council and agreed with the Mayor that the Council needed to be in one accord.

Council Member Adams stated he believed Council Member Hickey at the last meeting mentioned it was his (Adams) idea to involve the community in Public Forums and presentation-type settings to get more favorable support for the project overall, so he did not think it was fair to question his support for the overall project. He asked if the \$150,000 was not refunded whether there was a way to recoup it with Trout stating the City would apply for reimbursement through the Urban Renewal area and the money would be recouped in approximately 2½ years.

Council Member Adams reiterated he was not anti-Youth Hockey, anti-project and just wanted to make that clear.

Council Member Hickey stated this has been a long process and he got what he wanted tonight so he was happy with that, adding initially he was for G8 because of the work the City had already done and the money invested and four other Council Members decided this was the route they

wanted to go through community support and as a result of that, he has seen the bigger picture and knew that for this to work, the Council had to get behind the project as a group and everyone (Hockey Association, Downtown Mason City, Visit Mason City, etc.) was going to have to work together to make this a success in November, stressing “if it doesn’t happen, it doesn’t happen, but we are putting this in place for the community who, in the end is going to make the decision if this is best for Mason City or not. So right now we’re just trying to negotiate the best deal that we could for the community. I think we’ve done a good job. I guess it’s up to you folks to tell us whether we’ve done a good job or not. So I support it 100%.”

Council Member Schickel thanked Council Member Hickey for the amendment he offered tonight and for Mr. Rachie’s willingness to compromise, advising it bodes well for the future relationship between the City and Gatehouse.

It was moved by Schoneman and seconded by Schickel to extend debate.

They Mayor called the question and on roll call, the vote was as follows:

Yea: Schoneman, Schickel, Solberg, Lee, Hickey, Adams
(Motion carried.)

Council Member Schoneman stated he knew Council Member Adams had done a good with the Listening Posts and getting the citizens’ questions answered and it was okay to be against part of this project but a “No” vote would kill it and would not provide the ability of being successful and he knew Council Member Adams ultimately would not want that, nor was he against those entities, but wanted it to be very clear of what a “No” vote would mean.

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

Reso. 17-89(ADOPTED):

Resolution No. 17-89, approving and authorizing execution of a Pre-development Agreement by and between the City of Mason City and Gatehouse Mason City L.L.C., was presented.

On roll call, the vote was as follows:

Yea: Schickel, Lee, Adams, Hickey, Schoneman, Solberg
(Motion was declared carried.)

Mayor Bookmeyer stated “Good job, folks. Now the work begins for your groups, the hockey group, Music Man, Chamber of Commerce, Leadership North Iowa. Make sure you coordinate. Make sure you talk to each other. Be smart about this. You got one shot on November 7th, so go get them. In the meantime, for other people and for you guys as well, if people are asking about this project, point them to the front of the City website. The presentation and dialogue from Council Members at the last Council meeting on May 2nd, you can find it streaming on the web at www.masoncity.net or you can take them right to the front of the website and its right there. You have something you can put in your hands or send a link to your friends and give them information. If you have questions, we’re all more than willing to help, so go work hard. Let’s make this happen.”

ADJOURN

The Mayor adjourned the meeting at 8:36 p.m.

ATTEST:

Eric Bookmeyer, Mayor

Brent Trout, City Clerk

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
ABSOLUTE WASTE REMOVAL							
05/18/2017	42278	DUMPSTER RENTAL	387149	650.8904.3110	MAINTENANCE MATE	165.95	165.95
Total ABSOLUTE WASTE REMOVAL:							165.95
ADVANCED SYSTEMS INC							
05/18/2017	42279	COPIER	544797	010.1101.2090	EQUIPMENT MAINTEN	71.06	71.06
Total ADVANCED SYSTEMS INC:							71.06
ALL STAR PEST CONTROL							
05/18/2017	42280	PEST CONTROL	200417076	010.6501.2190	REPAIRS AND MAINTEN	75.00	75.00
05/18/2017	42280	PEST CONTROL	200417077	110.2109.2190	REPAIRS AND MAINTEN	75.00	75.00
05/18/2017	42280	PEST CONTROL	200417103	610.8121.3170	CHEMICALS	60.00	60.00
Total ALL STAR PEST CONTROL:							210.00
ALLIANT UTILITIES-IPC							
05/18/2017	42281	AVIATION T-HANGARS	3407641000	050.2810.2180	ELECTRICITY	271.69	271.69
05/18/2017	42281	FIRE STATION	5028301000	050.2806.2161	GAS UTILITIES	223.69	223.69
05/18/2017	42281	FIRE STATION	5028301000	050.2806.2180	ELECTRICITY	599.81	599.81
05/18/2017	42281	ENTIRE TERMINAL (GAS)	6642931000	050.2814.2161	GAS UTILITIES	185.53	185.53
05/18/2017	42281	RUNWAY LIGHTS, VAULT	6713401000	050.2808.2180	ELECTRICITY	645.61	645.61
05/18/2017	42281	TERMINAL BLDG LIFT ST	671431000 0	050.2814.2180	ELECTRICITY	126.70	126.70
05/18/2017	42281	EAST GATE	7090989568	050.2810.2180	ELECTRICITY	27.61	27.61
05/18/2017	42281	MX BUILDING	7673880000	050.2804.2161	GAS UTILITIES	239.40	239.40
05/18/2017	42281	MX BUILDING	7673880000	050.2804.2180	ELECTRICITY	162.95	162.95
05/18/2017	42281	BUILDING #9 EAA	8719351000	050.2810.2180	ELECTRICITY	38.05	38.05
05/18/2017	42281	ENTIRE TERMINAL ENTR	890968000 0	050.2814.2180	ELECTRICITY	1,829.55	1,829.55
Total ALLIANT UTILITIES-IPC:							4,350.59
ANDERSON, KAREN							
05/18/2017	42282	5/18/17 CAMPGROUNDS	1.061418	020.4410.2530	CAMPGROUND COMM	384.60	384.60
Total ANDERSON, KAREN:							384.60
ARAMARK UNIFORM SERVICES							
5/18/2017	42283	BALANCE OWE	1876784108	600.8012.2410	UNIFORM RENTAL	.10	.10
5/18/2017	42283	UNIFORMS	1876791553	600.8001.3060	SUPPLIES & LAUNDRY	115.28	115.28
5/18/2017	42283	UNIFORMS	1876791566	610.8121.3060	SUPPLIES & LAUNDRY	159.32	159.32
5/18/2017	42283	UNIFORMS	1876794935	600.8001.3060	SUPPLIES & LAUNDRY	166.57	166.57
5/18/2017	42283	UNIFORMS	1876797710	820.9601.3260	SHOP SUPPLIES	85.78	85.78
5/18/2017	42283	UNIFORMS	1876797711	600.8012.2410	UNIFORM RENTAL	103.31	103.31
5/18/2017	42283	UNIFORMS	1876799340	600.8001.3060	SUPPLIES & LAUNDRY	140.71	140.71
5/18/2017	42283	UNIFORMS	1876799348	610.8121.3060	SUPPLIES & LAUNDRY	161.06	161.06
Total ARAMARK UNIFORM SERVICES:							932.13
BENSON, JASON							
5/18/2017	42284	CERTIFICATION	SOFTBALL	020.4408.3990	MISCELLANEOUS EXP	20.00	20.00
Total BENSON, JASON:							20.00

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BLACKHAWK SPRINKLERS INC							
05/18/2017	42285	HEADS X2 17-17	90713	010.6501.4510	BUILDING IMPROVEM	400.16	400.16
Total BLACKHAWK SPRINKLERS INC:							400.16
BLACKMORE NURSERY							
05/18/2017	42286	BRANCHING OUT/TREES	32 TREES	010.4317.4860	TREES	4,890.00	4,890.00
Total BLACKMORE NURSERY:							4,890.00
BLICK ART MATERIALS							
05/18/2017	42287	KIDS CLUB SUPPLIES	7669428	040.4215.3140	OTHER SPECIAL EVE	237.95	237.95
05/18/2017	42287	FESTIVAL	7669428	040.4217.2637	SUMMER ARTS FESTI	43.55	43.55
Total BLICK ART MATERIALS:							281.50
BRAKKE IMP INC							
05/18/2017	42288	WASHER, BEARING	173820	020.4308.2140	M/E REPAIRS	228.23	228.23
Total BRAKKE IMP INC:							228.23
BRINKLEY, JEFF							
05/18/2017	42289	SIT & REACH BOX	7783535478	010.1101.3990	MISCELLANEOUS EXP	91.34	91.34
Total BRINKLEY, JEFF:							91.34
BRINTON, BORDWELL & JOHNSON							
05/18/2017	42290	STRM WTR SUBDRAIN 1	32607	620.8125.4610	STORM SEWERS	750.00	750.00
Total BRINTON, BORDWELL & JOHNSON:							750.00
BRUEGGEMAN, JOSHUA							
05/18/2017	42291	BEST IN SHOW - PHOTO	37TH ANNU	040.4213.2443	EXHIBIT COSTS	150.00	150.00
Total BRUEGGEMAN, JOSHUA:							150.00
BSN SPORTS INC							
05/18/2017	42292	PICKELBALL COURTS 16	98997903	121.4350.4644	SITE IMPROVEMENTS	494.16	494.16
Total BSN SPORTS INC:							494.16
BUILDERS FIRSTSOURCE							
05/18/2017	42293	NAIL STAKE	791889	600.8002.3110	MAINTENANCE MATE	52.00	52.00
Total BUILDERS FIRSTSOURCE:							52.00
CAMPBELL SUPPLY CO							
05/18/2017	42294	PAINT BRUSH	1237807-04	600.8042.3590	MATERIAL	16.32	16.32
05/18/2017	42294	SHOVELS, BOW, RAKE	1239483-01	600.8042.3590	MATERIAL	279.05	279.05
Total CAMPBELL SUPPLY CO:							295.37
CARSON, JENNY							
05/18/2017	42295	CERTIFICATION	BASEBALL	020.4408.3990	MISCELLANEOUS EXP	20.00	20.00
Total CARSON, JENNY:							20.00

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CENTRAL LOCK & KEY							
05/18/2017	42296	KEYS	102359	610.8121.3110	MAINTENANCE MATE	1.87	1.87
Total CENTRAL LOCK & KEY:							1.87
CENTURYLINK							
05/18/2017	42297	PHONE SRVC	1408940173	010.1101.2040	PHONE EXPENSE	53.43	53.43
05/18/2017	42298	AMBULANCE	421.2707 05	660.1508.2040	PHONE EXPENSE	22.50	22.50
05/18/2017	42298	NBH SRVC	421.2711 05	010.1911.2040	PHONE EXPENSE	15.00	15.00
05/18/2017	42298	LAN ROOM	421.2751 05	010.6206.2040	PHONE EXPENSE	15.00	15.00
05/18/2017	42298	PERSONNEL	421.3378 05	010.6401.2040	PHONE EXPENSE	30.00	30.00
05/18/2017	42298	SANITATION	421.3381 05	640.8305.2040	PHONE EXPENSE	30.00	30.00
05/18/2017	42298	STOREROOM	421.3382 05	600.8002.2040	PHONE EXPENSE	15.00	15.00
05/18/2017	42298	CITY GEN	421.3600 05	010.6206.2040	PHONE EXPENSE	391.81	391.81
05/18/2017	42298	MAYOR SEC	421.3601 05	010.6101.2040	PHONE EXPENSE	30.00	30.00
05/18/2017	42298	ENG DEPT	421.3609 05	010.2601.2040	PHONE EXPENSE	105.00	105.00
05/18/2017	42298	CASHIER	421.3612 05	600.8011.2040	PHONE EXPENSE	45.00	45.00
05/18/2017	42298	FINANCE DP	421.3617 05	010.6201.2040	PHONE EXPENSE	75.00	75.00
05/18/2017	42298	HUMAN RIGHTS	421.3619 05	010.3801.2040	PHONE EXPENSE	52.50	52.50
05/18/2017	42298	INSP ELEC	421.3623 05	010.1701.2040	PHONE EXPENSE	60.00	60.00
05/18/2017	42298	PLAN & ZONE	421.3626 05	010.5401.2040	PHONE EXPENSE	90.00	90.00
05/18/2017	42298	FIRE	421.3641 05	010.1502.2040	PHONE EXPENSE	135.00	135.00
05/18/2017	42298	ANIMAL CONTROL	421.3664 05	010.1901.2040	PHONE EXPENSE	15.00	15.00
05/18/2017	42298	MUSEUM	421.3667 05	040.4202.2040	PHONE EXPENSE	45.00	45.00
05/18/2017	42298	PARKS	421.3672 05	020.4301.2040	PHONE EXPENSE	15.00	15.00
05/18/2017	42298	INT SRVC	421.3677 05	820.9601.2040	PHONE EXPENSE	15.00	15.00
05/18/2017	42298	CAMPGROUNDS	421.3679 05	020.4410.2040	PHONE EXPENSE	15.00	15.00
05/18/2017	42298	WATER PUMP	421.3686 05	600.8001.2040	PHONE EXPENSE	75.00	75.00
05/18/2017	42298	CEMETERY	421.3687 05	070.4501.2040	PHONE EXPENSE	15.00	15.00
05/18/2017	42298	GOLF COURSE	421.3689 05	650.8901.2040	PHONE EXPENSE	60.00	60.00
05/18/2017	42298	GOLF COURSE	421.3689 05	650.8901.2040	PHONE EXPENSE	41.22	41.22
05/18/2017	42298	TRANSIT	421.3690 05	010.5801.2040	PHONE EXPENSE	45.00	45.00
05/18/2017	42298	ADMINISTRATOR	421.3693 05	010.6105.2040	PHONE EXPENSE	30.00	30.00
05/18/2017	42298	AIRPORT	421.3696 05	050.2801.2040	PHONE EXPENSE	84.50	84.50
05/18/2017	42298	WASTE WATER	421.3699 05	610.8121.2040	PHONE EXPENSE	60.00	60.00
05/18/2017	42298	POOL	421.8443 05	020.4490.2040	PHONE EXPENSE	30.00	30.00
05/18/2017	42298	STREET FAX	423.0926 05	110.2105.2040	PHONE EXPENSE	45.00	45.00
05/18/2017	42298	LIBRARY FAX	423.2615 05	030.4101.2040	PHONE EXPENSE	90.00	90.00
05/18/2017	42298	CLERK FAX	423.5369 05	010.6204.2040	PHONE EXPENSE	45.00	45.00
05/18/2017	42298	RECREATION	423.6812 05	020.4401.2040	PHONE EXPENSE	75.00	75.00
05/18/2017	42298	YOUTH TASK FORCE	424.4737 05	010.3900.2040	PHONE EXPENSE	30.00	30.00
Total CENTURYLINK:							1,995.96
CITY DIRECTORIES							
05/18/2017	42299	CITY DIRECTORY	83512029	010.2601.2030	DUES & PUBLICATION	357.40	357.40
05/18/2017	42299	CITY DIRECTORY	83512029	030.4101.4020	BOOKS	357.40	357.40
05/18/2017	42299	SALES TAX EXEMPT	83512029	010.2601.2030	DUES & PUBLICATION	22.40-	22.40-
05/18/2017	42299	SALES TAX EXEMPT	83512029	030.4101.4020	BOOKS	22.40-	22.40-
Total CITY DIRECTORIES:							670.00
CITY OF MASON CITY							
05/18/2017	42300	SALES TAX	0501-051520	600.8013.2540	SALES TAX	13,033.06	13,033.06
05/18/2017	42301	5/12/17 CLAIMS	05122017	800.9401.5265	HEALTH CARE CLAIM	89,626.09	89,626.09

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Total CITY OF MASON CITY:							102,659.15
COBB, DON							
05/18/2017	42302	MOWING	946616	010.1911.2050	CONTRACT LABOR	58.00	58.00
Total COBB, DON:							58.00
CONSOLIDATED ELECTRICAL DIST							
05/18/2017	42303	CLAMP	457613	600.8001.2190	REPAIRS AND MAINT	22.77	22.77
05/18/2017	42303	PVC	457623	600.8001.2190	REPAIRS AND MAINT	26.80	26.80
Total CONSOLIDATED ELECTRICAL DIST:							49.57
CONTROL PRINT							
05/18/2017	42304	ART MARKET POSTCAR	8782	040.4217.2637	SUMMER ARTS FESTI	278.10	278.10
Total CONTROL PRINT:							278.10
CORELL, ALYSSA							
05/18/2017	42305	3RD PLACE - PHOTO SH	37TH ANNU	040.4213.2443	EXHIBIT COSTS	50.00	50.00
Total CORELL, ALYSSA:							50.00
CROELL REDI-MIX INC							
05/18/2017	42306	ST SW INTAKE MAINT 17-	189932	110.2101.4610	STORM SEWERS	241.00	241.00
Total CROELL REDI-MIX INC:							241.00
D & K PRODUCTS							
05/18/2017	42307	FERT	0455657-IN	650.8904.3110	MAINTENANCE MATE	1,732.50	1,732.50
Total D & K PRODUCTS:							1,732.50
DAHLEY, JUDITH KAY							
05/18/2017	42308	PROF SRVC	05112017	010.6900.2800	RECORDING FEES	128.30	128.30
05/18/2017	42308	PROF SRVC	05162017	010.6900.2800	RECORDING FEES	82.30	82.30
Total DAHLEY, JUDITH KAY:							210.60
DECKER SPORTING GOODS							
05/18/2017	42309	BASES	AAN015836-	530.4401.3035	OTHER SUPPLIES	110.00	110.00
05/18/2017	42309	PAINT	AAN015836-	535.4401.3035	OTHER SUPPLIES	50.00	50.00
Total DECKER SPORTING GOODS:							160.00
DIAMOND VOGEL PAINTS							
05/18/2017	42310	PAINT	270264046	535.4401.3035	OTHER SUPPLIES	96.90	96.90
05/18/2017	42310	PAINT	270264206	020.4304.4680	OTHER IMPROVEMEN	328.07	328.07
05/18/2017	42310	GRAFFITI REMOVAL 17-	270264228	110.2101.4680	OTHER IMPROVEMEN	186.06	186.06
Total DIAMOND VOGEL PAINTS:							611.03
DULTMEIER SALES DAVENPORT INC							
05/18/2017	42311	NOZZLE	3340135	650.8908.3044	M/E SUPPLIES	158.83	158.83

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Total DULTMEIER SALES DAVENPORT INC:							158.83
ELECTRONIC ENGINEERING CO							
05/18/2017	42312	LAPEL MIC	447000830-1	010.1102.2130	RADIO MAINTENANCE	93.00	93.00
05/18/2017	42312	TWR SRVC	80012517	110.2105.2131	RADIO TOWER EXPEN	211.31	211.31
05/18/2017	42312	TWR SRVC	80012517	600.8002.2131	RADIO TOWER EXPEN	48.12	48.12
05/18/2017	42312	TWR SRVC	80012517	640.8305.2131	RADIO TOWER EXPEN	45.07	45.07
05/18/2017	42312	TWR SRVC	80012517	610.8121.2131	RADIO TOWER EXPEN	126.15	126.15
05/18/2017	42312	TWR SRVC	80013517	110.2105.2131	RADIO TOWER EXPEN	211.31	211.31
05/18/2017	42312	TWR SRVC	80013517	600.8002.2131	RADIO TOWER EXPEN	48.12	48.12
05/18/2017	42312	TWR SRVC	80013517	640.8305.2131	RADIO TOWER EXPEN	45.07	45.07
05/18/2017	42312	TWR SRVC	80013517	610.8121.2131	RADIO TOWER EXPEN	126.15	126.15
05/18/2017	42312	TWR SRVC	80014534	110.2105.2131	RADIO TOWER EXPEN	211.31	211.31
05/18/2017	42312	TWR SRVC	80014534	600.8002.2131	RADIO TOWER EXPEN	48.12	48.12
05/18/2017	42312	TWR SRVC	80014534	640.8305.2131	RADIO TOWER EXPEN	45.07	45.07
05/18/2017	42312	TWR SRVC	80014534	610.8121.2131	RADIO TOWER EXPEN	126.15	126.15
Total ELECTRONIC ENGINEERING CO:							1,384.95
FASTENAL COMPANY							
05/18/2017	42313	BOLTS	251676	600.8001.2190	REPAIRS AND MAINTENANCE	1.16	1.16
05/18/2017	42313	BOLTS	251763	600.8001.2190	REPAIRS AND MAINTENANCE	120.78	120.78
05/18/2017	42313	HEX	252060	020.4304.3110	MAINTENANCE MATE	5.20	5.20
05/18/2017	42313	TIES	252070	020.4490.2190	REPAIRS AND MAINTENANCE	10.19	10.19
05/18/2017	42313	HEX	252138	110.2107.3044	M/E SUPPLIES	2.87	2.87
Total FASTENAL COMPANY:							140.20
FEDERAL FIRE EQUIPMENT COMPANY							
05/18/2017	42314	FIRE EXT MAINT	57217	010.6501.2190	REPAIRS AND MAINTENANCE	120.00	120.00
Total FEDERAL FIRE EQUIPMENT COMPANY:							120.00
FERGUSON WATERWORKS #2516							
05/18/2017	42315	RADIO READ MTRS 16-6	0237206	600.8061.4199	EQUIPMENT	13,440.00	13,440.00
Total FERGUSON WATERWORKS #2516:							13,440.00
FLOYD & LEONARD AUTO ELECTRIC							
05/18/2017	42316	HOSE FOR PWR WSHR	3487	010.1103.2150	BUILDING REPAIRS A	80.96	80.96
05/18/2017	42316	FILTER, OIL	5243	610.8121.2140	M/E REPAIRS	9.09	9.09
05/18/2017	42316	SWITCH	7264	610.8121.2140	M/E REPAIRS	21.61	21.61
05/18/2017	42316	SOLENOID	7294	610.8121.2140	M/E REPAIRS	10.29	10.29
Total FLOYD & LEONARD AUTO ELECTRIC:							121.95
GOODWIN TUCKER GROUP							
05/18/2017	42317	SERVICE ICE MACHINE	1175888	530.4401.3035	OTHER SUPPLIES	334.50	334.50
Total GOODWIN TUCKER GROUP:							334.50
GRAHAM TIRE MASON CITY							
05/18/2017	42318	TIRE MOUNT	1000168594	110.2107.2140	M/E REPAIRS	64.84	64.84
Total GRAHAM TIRE MASON CITY:							64.84

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GRAINGER							
05/18/2017	42319	SHAFT SEAL	9418908399	600.8001.2190	REPAIRS AND MAINTENANCE	76.55	76.55
Total GRAINGER:							76.55
GREEN CANOPY INC							
05/18/2017	42320	RENTAL 4/29/17	48546	010.1101.3990	MISCELLANEOUS EXP	50.00	50.00
Total GREEN CANOPY INC:							50.00
HACH CHEMICAL COMPANY							
05/18/2017	42321	CHEMICALS	10427657	600.8001.3170	CHEMICALS	666.18	666.18
05/18/2017	42321	CHEMICALS	10437367	600.8001.3170	CHEMICALS	18.39	18.39
Total HACH CHEMICAL COMPANY:							684.57
HAWKINS INC							
05/18/2017	42322	CHEMICALS	4074269	600.8001.3170	CHEMICALS	3,381.86	3,381.86
Total HAWKINS INC:							3,381.86
HEARTLAND ASPHALT							
05/18/2017	42323	COLD MIX	42149	110.2111.3210	PAVING REPAIR MATERIAL	390.98	390.98
Total HEARTLAND ASPHALT:							390.98
HEARTLAND PAPER CO							
05/18/2017	42324	BATH TISSUE	371089-0	040.4203.3035	OTHER SUPPLIES	20.88	20.88
Total HEARTLAND PAPER CO:							20.88
HEWETT WHOLESALE INC							
05/18/2017	42325	CONCESSIONS	92865	650.8906.3135	CONCESSION SUPPLIES	294.91	294.91
05/18/2017	42325	CONCESSIONS	92926	530.4401.3035	OTHER SUPPLIES	443.09	443.09
05/18/2017	42325	CONCESSIONS	93051	530.4401.3035	OTHER SUPPLIES	177.55	177.55
Total HEWETT WHOLESALE INC:							915.55
HOTSY EQUIPMENT COMPANY							
05/18/2017	42326	POWER WASHER	40548	110.2109.2190	REPAIRS AND MAINTENANCE	499.00	499.00
Total HOTSY EQUIPMENT COMPANY:							499.00
HUBER SUPPLY COMPANY							
05/18/2017	42327	CYLINDERS	440845	610.8121.3110	MAINTENANCE MATERIAL	44.50	44.50
05/18/2017	42327	HAMMER	442268	110.2107.3260	SHOP SUPPLIES	4.91	4.91
Total HUBER SUPPLY COMPANY:							49.41
HY-VEE #7056							
05/18/2017	42328	VOL RECOGNITION	5858043078	010.3900.3990	MISCELLANEOUS EXP	130.00	130.00
05/18/2017	42328	CONCESSIONS	5864047821	650.8906.3135	CONCESSION SUPPLIES	20.18	20.18
05/18/2017	42328	CONCESSIONS	5870928044	650.8906.3135	CONCESSION SUPPLIES	7.38	7.38
05/18/2017	42328	FLORAL	5879572144	010.3900.3990	MISCELLANEOUS EXP	26.75	26.75
05/18/2017	42328	SALES TAX EXEMPT	5879572144	010.3900.3990	MISCELLANEOUS EXP	1.75	1.75
05/18/2017	42328	RETIREE RECOG	5879696590	010.6401.1260	WELLNESS PROGRAM	70.61	70.61
05/18/2017	42328	CONCESSIONS	5880293609	650.8906.3135	CONCESSION SUPPLIES	65.98	65.98

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05/18/2017	42328	RETIREE RECOG	5880889409	010.6401.1260	WELLNESS PROGRAM	45.00	45.00
05/18/2017	42328	VOL RECOGNITION	5881534363	010.6105.3120	VOLUNTEER COORDI	32.75	32.75
Total HY-VEE #7056:							396.90
HY-VEE DRUGSTORE							
05/18/2017	42329	BEAUTIFICATION	2020 050417	020.4310.3035	OTHER SUPPLIES	175.99	175.99
05/18/2017	42329	DISTILLED WATER	5849268009	610.8121.3070	LABORATORY SUPPLI	35.64	35.64
05/18/2017	42329	DISTILLED WATER	5857501775	610.8121.3070	LABORATORY SUPPLI	23.10	23.10
05/18/2017	42329	DISTILLED WATER	5866232523	610.8121.3070	LABORATORY SUPPLI	29.70	29.70
05/18/2017	42329	DISTILLED WATER	5875170888	610.8121.3070	LABORATORY SUPPLI	35.64	35.64
05/18/2017	42329	DISTILLED WATER	5884870282	610.8121.3070	LABORATORY SUPPLI	35.64	35.64
Total HY-VEE DRUGSTORE:							335.71
HY-VEE WEST							
05/18/2017	42330	VOL EXPENSE	5880734208	010.6105.3120	VOLUNTEER COORDI	55.73	55.73
Total HY-VEE WEST:							55.73
IDNR							
05/18/2017	42331	#3472	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#1211	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#3726	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#10348	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#10305	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#10274	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#9069	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#9186	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#1400	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#1735	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#4653	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#5953	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#1583	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#5611	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
05/18/2017	42331	#5260	2017	610.8121.2030	DUES & PUBLICATION	60.00	60.00
Total IDNR:							900.00
IDVILLE							
05/18/2017	42332	PRINTER RIBBON	3213154	020.4490.3035	OTHER SUPPLIES	595.26	595.26
Total IDVILLE:							595.26
INTERSTATE MOTOR TRUCKS							
05/18/2017	42333	EXCHANGER	3020699	110.2107.2140	M/E REPAIRS	22.32	22.32
Total INTERSTATE MOTOR TRUCKS:							22.32
IOWA DEPT OF NATURAL RESOURCES							
05/18/2017	42334	RENEW: W CLAUSEN	11174 2017	600.8002.2080	EDUCATION AND TRAI	60.00	60.00
05/18/2017	42334	RENEW: J BOHL	1553 2017	600.8002.2080	EDUCATION AND TRAI	60.00	60.00
Total IOWA DEPT OF NATURAL RESOURCES:							120.00
J & J MACHINING WELDING							
05/18/2017	42335	FLAT	45668	110.2105.3240	STREET SIGNS MAINT	13.89	13.89

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Total J & J MACHINING WELDING:							13.89
JACOBSON,KEVIN							
05/18/2017	42336	CPA LICENSE RENEWAL	05182017	010.6201.2030	DUES & PUBLICATION	100.00	100.00
Total JACOBSON,KEVIN:							100.00
JENSEN,RICHARD							
05/18/2017	42337	BIKE SEAT	3803444	010.1101.2110	COMPUTER EXPENSE	26.50	26.50
Total JENSEN,RICHARD:							26.50
JOHNSON SANITARY PRODUCTS							
05/18/2017	42338	TP	185243	600.8042.3590	MATERIAL	151.76	151.76
05/18/2017	42338	ROLL TOWELS	185290	600.8042.3590	MATERIAL	155.30	155.30
05/18/2017	42338	ROLL TOWELS	185383	600.8042.3590	MATERIAL	76.40	76.40
05/18/2017	42338	TRASH BAGS, TOWELS,	185386	600.8042.3590	MATERIAL	559.90	559.90
05/18/2017	42338	SANITIZER	185438	600.8042.3590	MATERIAL	62.18	62.18
05/18/2017	42338	BAGS, TOWELS	185441	600.8042.3590	MATERIAL	699.14	699.14
Total JOHNSON SANITARY PRODUCTS:							1,704.68
KABRICK DISTRIBUTING							
05/18/2017	42339	CONCESSIONS	202678	530.4401.3035	OTHER SUPPLIES	592.70	592.70
05/18/2017	42339	CONCESSIONS	58645	650.8906.3135	CONCESSION SUPPLI	382.80	382.80
05/18/2017	42339	CONCESSIONS	58761	650.8906.3135	CONCESSION SUPPLI	285.45	285.45
Total KABRICK DISTRIBUTING:							1,260.95
KEYSTONE LABORATORIES							
05/18/2017	42340	LAB TESTING	1A02892	610.8121.3070	LABORATORY SUPPLI	821.10	821.10
05/18/2017	42340	LAB TESTING	1A02893	610.8121.3070	LABORATORY SUPPLI	65.26	65.26
05/18/2017	42340	TESTING	1A03228	600.8001.3990	MISCELLANEOUS EXP	320.00	320.00
Total KEYSTONE LABORATORIES:							1,206.36
KOLONI LLC							
05/18/2017	42341	BIKE SHARE PRGM	1002	020.4304.4130	PLAYGROUND EQUIP	11,600.00	11,600.00
Total KOLONI LLC:							11,600.00
KRAMER ACE HARDWARE							
05/18/2017	42342	MASK TAPE	101531	610.8121.3110	MAINTENANCE MATE	24.99	24.99
05/18/2017	42342	STRAPS	101538	610.8121.3110	MAINTENANCE MATE	2.59	2.59
05/18/2017	42342	FILTER	101542	610.8121.3110	MAINTENANCE MATE	19.99	19.99
05/18/2017	42342	UPS	101569	610.8121.3110	MAINTENANCE MATE	19.04	19.04
05/18/2017	42342	COIL	101686	020.4490.2190	REPAIRS AND MAINT	23.92	23.92
Total KRAMER ACE HARDWARE:							90.53
LARSON PRINTING CO							
05/18/2017	42343	RECEIPT BOOKS	55942	010.2601.3019	OFFICE SUPPLIES	203.00	203.00
Total LARSON PRINTING CO:							203.00

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
M C COMMUNITY SCHOOL DIST							
05/18/2017	42344	GYM RENTAL	1751	020.4408.2470	CUSTODIAN EXPENSE	500.00	500.00
05/18/2017	42344	GYM RENTAL	1752	020.4408.2470	CUSTODIAN EXPENSE	500.00	500.00
05/18/2017	42344	GYM RENTAL	1753	020.4408.2470	CUSTODIAN EXPENSE	50.00	50.00
Total M C COMMUNITY SCHOOL DIST:							1,050.00
MAC NIDER ART MUSEUM							
05/18/2017	42345	XFER BAKER DONATION	28210	040.4211.3990	MISCELLANEOUS EXP	100.00	100.00
Total MAC NIDER ART MUSEUM:							100.00
MAC NIDER MUSEUM							
05/18/2017	42346	APRIL CREDIT CARD FE	4/1/17-4/30/1	040.4211.2448	CREDIT CARD SERVIC	150.77	150.77
Total MAC NIDER MUSEUM:							150.77
MALLORY ALEXANDER INTERNATIONAL LOGISTIC							
05/18/2017	42347	SHIP JOHN LYON PAUL E	MAL0073731	040.4213.2443	EXHIBIT COSTS	1,281.27	1,281.27
05/18/2017	42347	SHIP JOHN LYON PAUL E	MAL0073731	040.4213.3019	OFFICE SUPPLIES	75.53	75.53
Total MALLORY ALEXANDER INTERNATIONAL LOGISTIC:							1,356.80
MARTIN MARIETTA							
05/18/2017	42348	ROADSTONE	20216883	610.8123.3210	PAVING REPAIR MATE	66.35	66.35
Total MARTIN MARIETTA:							66.35
MASON CITY CHAMBER OF COMMERCE							
05/18/2017	42349	457 TRAIN BANDFEST	214851	020.4304.4680	OTHER IMPROVEMEN	20.00	20.00
Total MASON CITY CHAMBER OF COMMERCE:							20.00
MASON CITY PUBLIC UTILITIES							
05/18/2017	42350	UTILITES	348567013 5	650.8904.3110	MAINTENANCE MATE	253.83	253.83
Total MASON CITY PUBLIC UTILITIES:							253.83
MASON CITY TIRE SERVICE							
05/18/2017	42351	NEW TIRE	76922	070.4504.2190	REPAIRS AND MAINTEN	60.98	60.98
Total MASON CITY TIRE SERVICE:							60.98
MCKEE, BRUCE							
05/18/2017	42352	2ND PLACE - PHOTO SH	37TH ANNU	040.4213.2443	EXHIBIT COSTS	100.00	100.00
Total MCKEE, BRUCE:							100.00
MECHANICAL AIR SYSTEMS							
05/18/2017	42353	SEVER ROOM	W30244	010.6501.2190	REPAIRS AND MAINTEN	538.81	538.81
Total MECHANICAL AIR SYSTEMS:							538.81
MEDIACOM							
05/18/2017	42354	BASIC 8383960010407455	0513-061220	600.8001.3019	OFFICE SUPPLIES	48.16	48.16
05/18/2017	42354	WIFI 8384960010093395 1	0516-061520	015.6900.4060	OFFICE EQUIPMENT	115.90	115.90

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total MEDIACOM:							164.06
MEDTRAK SERVICES							
05/18/2017	42355	5/15/17 POLICE CLAIMS	230311	010.1101.2010	MEDICAL SERVICE	841.48	841.48
05/18/2017	42355	ADMIN FEES	230311	010.1101.2010	MEDICAL SERVICE	4.00	4.00
Total MEDTRAK SERVICES:							845.48
MENARDS							
05/18/2017	42356	POP UP CANOPY	46570	040.4217.2637	SUMMER ARTS FESTI	119.98	119.98
05/18/2017	42356	CLASSROOM SUPPLIES	46570	040.4215.3019	OFFICE SUPPLIES	3.94	3.94
05/18/2017	42356	MAINT SUPPLIES	46570	040.4203.3035	OTHER SUPPLIES	41.15	41.15
05/18/2017	42356	MAINT SUPPLIES	46715	040.4203.3035	OTHER SUPPLIES	8.97-	8.97-
05/18/2017	42356	SPRING	47025	610.8121.3110	MAINTENANCE MATE	6.98	6.98
05/18/2017	42356	TIES	48142	530.4401.3035	OTHER SUPPLIES	7.43	7.43
05/18/2017	42356	TROWEL	48243	010.2601.3044	M/E SUPPLIES	3.49	3.49
05/18/2017	42356	CLN PRODUCT	48321	610.8121.3110	MAINTENANCE MATE	16.94	16.94
05/18/2017	42356	PAILS, CEMENT	48338	600.8042.3590	MATERIAL	76.86	76.86
05/18/2017	42356	NAILS, BRUSH	48364	070.4504.3390	FOUNDATION MATERI	14.55	14.55
05/18/2017	42356	STRAP	48419	530.4401.3035	OTHER SUPPLIES	8.88	8.88
05/18/2017	42356	CLN PRODUCT	48427	610.8121.3110	MAINTENANCE MATE	12.94	12.94
05/18/2017	42356	HOSE	48437	010.1901.2150	BUILDING REPAIRS A	34.99	34.99
Total MENARDS:							339.16
MIDWEST PIPE SUPPLY INC							
05/18/2017	42357	SAN SW HOOK UP	66926	020.4410.3130	CAMPGROUND SUPPL	48.00	48.00
05/18/2017	42357	VALVE REPLSMNT 17-80	66947	600.8061.4630	MAINS, MANHOLES, E	896.28	896.28
Total MIDWEST PIPE SUPPLY INC:							944.28
MUNICIPAL PIPE TOOL CO							
05/18/2017	42358	COLL SYST MAINT 17-82	PAY 3	610.8125.4530	INFILTRATION STUDY	198,985.01	198,985.01
Total MUNICIPAL PIPE TOOL CO:							198,985.01
NAPA AUTO PARTS							
05/18/2017	42359	OIL FILTERS	121081	010.1102.2140	M/E REPAIRS	7.29	7.29
05/18/2017	42359	BATTERIES	122837	610.8121.2140	M/E REPAIRS	149.80	149.80
Total NAPA AUTO PARTS:							157.09
NATURAL PLUS							
05/18/2017	42360	BRANCHING OUT/TREES	38 TREES	010.4317.4860	TREES	5,100.00	5,100.00
Total NATURAL PLUS:							5,100.00
NAVARETTE, ALICIA							
05/18/2017	42361	MAILBOX RPLCMT	12212016	110.2115.3990	MISCELLANEOUS EXP	32.07	32.07
Total NAVARETTE, ALICIA:							32.07
NO IA CO-OPERATIVE ELEVATOR							
05/18/2017	42362	WEED CONTROL	63939	610.8121.3170	CHEMICALS	127.70	127.70

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Total NO IA CO-OPERATIVE ELEVATOR:							127.70
NO IOWA SAND & GRAVEL							
05/18/2017	42363	STREET REPAIR 17-53	17757	070.4504.4580	STREET CONSTRUCTI	20,505.00	20,505.00
Total NO IOWA SAND & GRAVEL:							20,505.00
NORLINGER, AZALEA M							
05/18/2017	42364	FLEET FARM	219271	070.4501.3990	MISCELLANEOUS EXP	32.07	32.07
05/18/2017	42364	STILLWATER GRNHOSE	219271	070.4501.3990	MISCELLANEOUS EXP	106.79	106.79
Total NORLINGER, AZALEA M:							138.86
NORTH CENTRAL IOWA NARCOTIC							
05/18/2017	42365	1ST 1/2 ANNUAL PER CA	FY 17	010.1101.3990	MISCELLANEOUS EXP	10,529.63	10,529.63
Total NORTH CENTRAL IOWA NARCOTIC:							10,529.63
NORTH CENTRAL LABORATORIES OF WI							
05/18/2017	42366	LAB SUPPLIES	389791	610.8121.3070	LABORATORY SUPPLI	51.22	51.22
Total NORTH CENTRAL LABORATORIES OF WI:							51.22
NORTH CENTRAL MECHANICAL SVC							
05/18/2017	42367	SRVC REPAIR	W17424	610.8121.2190	REPAIRS AND MAINT	157.32	157.32
Total NORTH CENTRAL MECHANICAL SVC:							157.32
NORTH IOWA CORRIDOR EDC							
05/18/2017	42368	ANNUAL MTG	S VS 2017	010.5401.2060	TRAVEL AND CONFER	25.00	25.00
Total NORTH IOWA CORRIDOR EDC:							25.00
OFFICE ELEMENTS							
05/18/2017	42369	TAGS, KEY RING	139452-0	020.4490.2190	REPAIRS AND MAINT	36.27	36.27
Total OFFICE ELEMENTS:							36.27
PEPSI-COLA GENERAL BOTTLERS							
05/18/2017	42370	CONCESSIONS	86779506	530.4401.3035	OTHER SUPPLIES	166.40	166.40
Total PEPSI-COLA GENERAL BOTTLERS:							166.40
PIONEER ANIMAL HOSPITAL							
05/18/2017	42371	EUTHANASIA	8830	010.1901.2672	VETERINARIAN FEES	71.00	71.00
Total PIONEER ANIMAL HOSPITAL:							71.00
PIT & SEPTIC CLEANER OF IOWA							
05/18/2017	42372	SHOP PITS	41449	010.1103.2150	BUILDING REPAIRS A	350.00	350.00
Total PIT & SEPTIC CLEANER OF IOWA:							350.00
PLUMB SUPPLY							
05/18/2017	42373	PLUG	4542003	020.4410.3130	CAMPGROUND SUPPL	57.25	57.25

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Total PLUMB SUPPLY:							57.25
QUALITY PUMP & CONTROL							
05/18/2017	42374	SERVICE PUMPS	4109	600.8001.2190	REPAIRS AND MAINTENANCE	555.65	555.65
Total QUALITY PUMP & CONTROL:							555.65
QUINN, MICHAEL							
05/18/2017	42375	CERT RENEWAL	223136	600.8001.2080	EDUCATION AND TRAINING	120.00	120.00
Total QUINN, MICHAEL:							120.00
REINHART FOODSERVICE							
05/18/2017	42376	B/A SCHOOL FOOD	703748	020.4408.3990	MISCELLANEOUS EXPENSE	254.87	254.87
Total REINHART FOODSERVICE:							254.87
RIVER CITY AUTO SUPPLY							
05/18/2017	42377	AIR FILTER	521696	010.1102.2140	M/E REPAIRS	13.26	13.26
Total RIVER CITY AUTO SUPPLY:							13.26
RIVER CITY COMMUNICATIONS							
05/18/2017	42378	MONITORING	82698	535.4401.2740	PROFESSIONAL SERVICE	32.00	32.00
Total RIVER CITY COMMUNICATIONS:							32.00
RIVER CITY FENCE							
05/18/2017	42379	PICKLE BALL COURT 17-	9013	121.4350.4644	SITE IMPROVEMENTS	4,156.00	4,156.00
Total RIVER CITY FENCE:							4,156.00
ROSENBAUM, RUSSELL							
05/18/2017	42380	IADNR LIC RENEWAL	224167	610.8121.2080	EDUCATION AND TRAINING	60.00	60.00
Total ROSENBAUM, RUSSELL:							60.00
SCHOOLCRAFT, ABBIE							
05/18/2017	42381	MAILBOX	222666	110.2115.3990	MISCELLANEOUS EXPENSE	50.00	50.00
Total SCHOOLCRAFT, ABBIE:							50.00
SCHUMACHER ELEVATOR CO							
05/18/2017	42382	FULL MAINT	90411582	010.6501.2201	ELEVATOR MAINTENANCE	770.01	770.01
Total SCHUMACHER ELEVATOR CO:							770.01
SEVERS, MELINDA							
05/18/2017	42383	THANK YOU CARDS	05172017	010.1101.3990	MISCELLANEOUS EXPENSE	10.15	10.15
Total SEVERS, MELINDA:							10.15
STATE OF IOWA - ELEVATOR SAFETY							
05/18/2017	42384	FEE 2017 PRMT	54825	010.6501.2190	REPAIRS AND MAINTENANCE	75.00	75.00
05/18/2017	42384	FEE 2017 PRMT	54826	010.6501.2190	REPAIRS AND MAINTENANCE	75.00	75.00

CITY OF MASON CITY
10 FIRST STREET NW

Check Register - Claims Register
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Total STATE OF IOWA - ELEVATOR SAFETY:							150.00
UNITED BEVERAGE							
05/18/2017	42385	CONCESSIONS	W-1110991	650.8906.3135	CONCESSION SUPPLI	239.40	239.40
Total UNITED BEVERAGE:							239.40
UNITED L.P. COMPANY							
05/18/2017	42386	725 LP @ 1.03	61867	610.8121.2160	GAS & ELECTRICITY	746.75	746.75
Total UNITED L.P. COMPANY:							746.75
USA BLUEBOOK							
05/18/2017	42387	SOLUTIONS	235517	610.8121.3070	LABORATORY SUPPLI	381.54	381.54
05/18/2017	42387	REPAIR KIT	245496	600.8001.2190	REPAIRS AND MAINTENANCE	449.37	449.37
05/18/2017	42387	LITERS	253116	610.8121.3070	LABORATORY SUPPLI	125.14	125.14
Total USA BLUEBOOK:							956.05
VANWALL EQUIPMENT							
05/18/2017	42388	POLE	569826	650.8904.3110	MAINTENANCE MATE	222.50	222.50
Total VANWALL EQUIPMENT:							222.50
VARIDESK LLC							
05/18/2017	42389	DESK	IVC-2-26199	010.5801.3035	OTHER SUPPLIES	395.00	395.00
Total VARIDESK LLC:							395.00
Grand Totals:							414,182.75

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

Dated: _____

Approved by: _____

Report Criteria:

Report type: GL detail

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
ACTIVE911 INC							
05/25/2017	42390	PAGING SUBS	10720	660.1509.3044	M/E SUPPLIES	337.50	337.50
05/25/2017	42390	PAGING SUBS	10720	010.1503.3044	M/E SUPPLIES	337.50	337.50
Total ACTIVE911 INC:							675.00
ADVANCED SYSTEMS INC							
05/25/2017	42391	MAINT KIT INSTALLED	280945	010.6201.3019	OFFICE SUPPLIES	562.48	562.48
05/25/2017	42391	COPIER	545939	010.1911.2720	OFFICE EQUIPMENT	39.48	39.48
05/25/2017	42391	COPIER	545939	010.1701.2720	OFFICE EQUIPMENT	39.48	39.48
05/25/2017	42391	COPIER	545939	010.5401.3019	OFFICE SUPPLIES	170.88	170.88
Total ADVANCED SYSTEMS INC:							812.32
ALLIANT UTILITIES-IPC							
05/25/2017	42392	PEBBLE CREEK DR ST LI	0201941000	110.2301.2180	ELECTRICITY	121.12	121.12
05/25/2017	42392	5TH & MONROE - LIFT ST	0429580000	610.8125.2620	SUMP PUMP ELECTRI	217.83	217.83
05/25/2017	42392	PARKERS WOODS	0430521000	020.4304.2160	GAS & ELECTRICITY	73.18	73.18
05/25/2017	42392	CITY HALL II	098539000 0	010.6501.2160	GAS & ELECTRICITY	1,933.35	1,933.35
05/25/2017	42392	99 4TH ST NW ST LT MT	1058641000	110.2301.2180	ELECTRICITY	90.99	90.99
05/25/2017	42392	EAST PARK	1140511000	020.4304.2160	GAS & ELECTRICITY	32.58	32.58
05/25/2017	42392	3920 4TH ST WELCOME	1401841000	110.2100.2160	GAS & ELECTRICITY	27.20	27.20
05/25/2017	42392	CENTRAL PARK OUTLET	1811941000	020.4304.2160	GAS & ELECTRICITY	20.65	20.65
05/25/2017	42392	SLIDE HILL	1974251000	020.4304.2160	GAS & ELECTRICITY	22.43	22.43
05/25/2017	42392	LAKEVIEW	2061390000	610.8123.2630	LIFT STATION ELECTR	202.12	202.12
05/25/2017	42392	DEER PEN	2121541000	020.4304.2160	GAS & ELECTRICITY	26.47	26.47
05/25/2017	42392	TRAFFIC LIGHTS	2143933270	010.2404.2180	ELECTRICITY	1,147.18	1,147.18
05/25/2017	42392	CEMETERY 1500 S FEDE	2143933270	070.4501.2160	GAS & ELECTRICITY	27.07	27.07
05/25/2017	42392	E PARK SHELTER	2315821000	020.4304.2160	GAS & ELECTRICITY	93.68	93.68
05/25/2017	42392	WTR TREATMENT PKLA	2498021000	600.8001.2160	GAS & ELECTRICITY	16,696.05	16,696.05
05/25/2017	42392	MORGAN PARK PLAYGR	2517441000	020.4304.2160	GAS & ELECTRICITY	16.94	16.94
05/25/2017	42392	115 N FED STRTScape T	2539501000	110.2301.2180	ELECTRICITY	60.22	60.22
05/25/2017	42392	BLACK POND MONITOR	2789201000	600.8001.2160	GAS & ELECTRICITY	23.84	23.84
05/25/2017	42392	430 1ST ST NE	2935041486	130.7519.2910	GRANT PAYMENTS	60.32	60.32
05/25/2017	42392	STREET LIGHTS	2954101000	110.2301.2180	ELECTRICITY	264.08	264.08
05/25/2017	42392	N FEDERAL WELCOME S	3150390000	110.2100.2160	GAS & ELECTRICITY	19.32	19.32
05/25/2017	42392	15TH ST TOWER & BOOS	3189490000	600.8001.2160	GAS & ELECTRICITY	1,520.07	1,520.07
05/25/2017	42392	STREET 33%	3857890000	110.2109.2160	GAS & ELECTRICITY	592.98	592.98
05/25/2017	42392	STOREROOM 33%	3857890000	600.8002.2160	GAS & ELECTRICITY	592.99	592.99
05/25/2017	42392	INTERNAL SERVICE	3857890000	820.9601.2160	GAS & ELECTRICITY	592.99	592.99
05/25/2017	42392	BUS TERMINAL	4001151000	010.5801.2160	GAS & ELECTRICITY	144.59	144.59
05/25/2017	42392	EISENHOWER TOWER	4251490000	600.8001.2160	GAS & ELECTRICITY	87.31	87.31
05/25/2017	42392	PUMPING PLANT	4311221000	600.8001.2160	GAS & ELECTRICITY	20,942.78	20,942.78
05/25/2017	42392	WEST PARK MONITOR	4479941000	600.8001.2160	GAS & ELECTRICITY	24.82	24.82
05/25/2017	42392	490 N ENTERPRISE ALY	4887551000	110.2301.2180	ELECTRICITY	73.46	73.46
05/25/2017	42392	2300 S MASSACHUSETT	5240190000	600.8001.2160	GAS & ELECTRICITY	623.04	623.04
05/25/2017	42392	SEWER	5283331000	610.8121.2160	GAS & ELECTRICITY	33,320.24	33,320.24
05/25/2017	42392	LAKEVIEW LIFT STATION	5918301000	610.8123.2630	LIFT STATION ELECTR	175.33	175.33
05/25/2017	42392	1009 N MONROE SHELTE	6146211000	020.4304.2160	GAS & ELECTRICITY	33.09	33.09
05/25/2017	42392	POLICE	6763441000	010.1103.2160	GAS & ELECTRICITY	2,617.17	2,617.17
05/25/2017	42392	GOOCH PARK	6872151000	020.4304.2160	GAS & ELECTRICITY	29.54	29.54
05/25/2017	42392	CENTRAL PARK LITES	7363621000	020.4304.2160	GAS & ELECTRICITY	242.25	242.25
05/25/2017	42392	SHOP	7427621000	070.4501.2160	GAS & ELECTRICITY	160.31	160.31
05/25/2017	42392	STORAGE SHED	7485631000	110.2109.2160	GAS & ELECTRICITY	69.81	69.81

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05/25/2017	42392	DOG PARK	7607821000	020.4304.4681	DOG PARK	17.50	17.50
05/25/2017	42392	ASBURY	7906980000	110.2301.2180	ELECTRICITY	123.24	123.24
05/25/2017	42392	WEST PARK TENNIS CO	7985711000	020.4304.2160	GAS & ELECTRICITY	61.86	61.86
05/25/2017	42392	RIVER LEVEL MONITOR	8101601000	600.8001.2160	GAS & ELECTRICITY	21.99	21.99
05/25/2017	42392	TIMBER CREEK DR ST LI	8292201000	110.2301.2180	ELECTRICITY	39.57	39.57
05/25/2017	42392	MAINTENANCE	8331931000	020.4304.2160	GAS & ELECTRICITY	201.21	201.21
05/25/2017	42392	PUMPING PLANT AREA L	8332541000	600.8001.2160	GAS & ELECTRICITY	32.68	32.68
05/25/2017	42392	RED BARN	8376490000	020.4304.2160	GAS & ELECTRICITY	67.65	67.65
05/25/2017	42392	NORWEST LOT	8421651000	630.8202.2180	ELECTRICITY	93.47	93.47
05/25/2017	42392	2750 S BIRCH DRIVE AC	8620801000	010.1901.2160	GAS & ELECTRICITY	989.61	989.61
05/25/2017	42392	VARIOUS TRAFFIC SIGN	9091424944	010.2404.2180	ELECTRICITY	255.11	255.11
05/25/2017	42392	OFFICE	9309101000	020.4304.2160	GAS & ELECTRICITY	256.44	256.44
05/25/2017	42392	212 N FEDERAL - KIRK	9356051000	110.2301.2180	ELECTRICITY	34.49	34.49
05/25/2017	42392	12TH ST OVERPASS LIG	9509111000	110.2100.2160	GAS & ELECTRICITY	195.76	195.76
05/25/2017	42392	OFFICE & LITES	9539841000	070.4501.2160	GAS & ELECTRICITY	111.81	111.81
Total ALLIANT UTILITIES-IPC:							85,521.78
ANDERSON, KAREN							
05/25/2017	42393	5/23/17 CAMPGROUNDS	1.061610	020.4410.2530	CAMPGROUND COMM	680.70	680.70
Total ANDERSON, KAREN:							680.70
ARAMARK UNIFORM SERVICES							
05/25/2017	42394	UNIFORMS	1876790911	640.8305.2410	UNIFORM RENTAL	99.54	99.54
05/25/2017	42394	UNIFORMS	1876794296	640.8305.2410	UNIFORM RENTAL	107.75	107.75
05/25/2017	42394	UNIFORMS	1876797712	640.8305.2410	UNIFORM RENTAL	107.75	107.75
05/25/2017	42394	UNIFORMS	1876801047	110.2105.3060	SUPPLIES & LAUNDRY	223.15	223.15
05/25/2017	42394	UNIFORMS	1876801048	820.9601.3260	SHOP SUPPLIES	85.78	85.78
05/25/2017	42394	UNIFORMS	1876801049	600.8012.2410	UNIFORM RENTAL	103.31	103.31
05/25/2017	42394	UNIFORMS	1876801718	610.8121.3060	SUPPLIES & LAUNDRY	152.27	152.27
05/25/2017	42394	RUGS	1876802443	010.6501.3060	SUPPLIES & LAUNDRY	89.45	89.45
05/25/2017	42394	SALES TAX PAID	41238	610.8121.3060	SUPPLIES & LAUNDRY	2.80-	2.80-
05/25/2017	42394	SALES TAX PAID	41851	610.8121.3060	SUPPLIES & LAUNDRY	2.80-	2.80-
Total ARAMARK UNIFORM SERVICES:							963.40
ARBOR DAY FOUNDATION							
05/25/2017	42395	SIGNS	S047286119	110.2105.3240	STREET SIGNS MAINT	324.70	324.70
Total ARBOR DAY FOUNDATION:							324.70
B & F FASTENER SUPPLY CO							
05/25/2017	42396	BOLTS, HANDCLNR	31020502-00	820.9601.3260	SHOP SUPPLIES	72.41	72.41
Total B & F FASTENER SUPPLY CO:							72.41
BALLHAGEN, JESS W							
05/25/2017	42397	OVPRYMT ON FINAL	236384007	600.8011.5510	REFUND	19.16	19.16
05/25/2017	42397	OVPRYMT ON FINAL	236384007	610.8121.5510	REFUND	1.17	1.17
05/25/2017	42397	OVPRYMT ON FINAL	236384007	620.8125.5510	REFUND	.21	.21
05/25/2017	42397	OVPRYMT ON FINAL	236384007	640.8305.5510	REFUND	1.25	1.25
Total BALLHAGEN, JESS W:							21.79
BAUER BUILT TIRE CENTER							
05/25/2017	42398	TIRE MOUNT	820051788	640.8305.3044	M/E SUPPLIES	148.00	148.00

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05/25/2017	42398	TIRES	820051944	640.8305.3044	M/E SUPPLIES	514.36	514.36
Total BAUER BUILT TIRE CENTER:							662.36
BOUND TREE MEDICAL LLC							
05/25/2017	42399	EMS SUPPLIES	82486870	660.1509.3070	MEDICAL SUPPLIES	956.45	956.45
Total BOUND TREE MEDICAL LLC:							956.45
BOYD, MARIE							
05/25/2017	42400	CONTRACTUAL	0508-052117	010.6110.2740	PROFESSIONAL SERV	822.00	822.00
Total BOYD, MARIE:							822.00
CARPENTER UNIFORM AND							
05/25/2017	42401	PANTS	439130	660.1507.3035	OTHER SUPPLIES	69.99	69.99
05/25/2017	42401	TAX EXEMPT	439130	660.1507.3035	OTHER SUPPLIES	3.48-	3.48-
05/25/2017	42401	PANTS	440467	660.1507.3035	OTHER SUPPLIES	132.11	132.11
05/25/2017	42401	TAX EXEMPT	440467	660.1507.3035	OTHER SUPPLIES	6.96-	6.96-
Total CARPENTER UNIFORM AND:							191.66
CDW GOVERNMENT INC							
05/25/2017	42402	MOVIE PROJECTOR	HTS3632	121.4350.4644	SITE IMPROVEMENTS	3,538.63	3,538.63
Total CDW GOVERNMENT INC:							3,538.63
CENTURYLINK							
05/25/2017	42403	POLICE	1409253512	010.1101.2040	PHONE EXPENSE	2.45	2.45
05/25/2017	42403	FIRE-POL	1409253512	010.1502.2040	PHONE EXPENSE	21.21	21.21
05/25/2017	42403	YTH TASK FORCE	1409253512	010.3900.2040	PHONE EXPENSE	4.90	4.90
05/25/2017	42403	BLUE ZONE	1409253512	010.6110.2040	PHONE EXPENSE	2.45	2.45
05/25/2017	42403	INSP ELEC	1409253512	010.1701.2040	PHONE EXPENSE	9.80	9.80
05/25/2017	42403	HUMAN RIGHTS	1409253512	010.3802.2040	PHONE EXPENSE	2.45	2.45
05/25/2017	42403	MAYOR SEC	1409253512	010.6101.2040	PHONE EXPENSE	2.45	2.45
05/25/2017	42403	ADMINISTRATOR	1409253512	010.6105.2040	PHONE EXPENSE	2.45	2.45
05/25/2017	42403	FINANCE DP	1409253512	010.6201.2040	PHONE EXPENSE	7.35	7.35
05/25/2017	42403	CLERK FAX	1409253512	010.6204.2040	PHONE EXPENSE	2.45	2.45
05/25/2017	42403	CITY GEN	1409253512	010.6206.2040	PHONE EXPENSE	86.65	86.65
05/25/2017	42403	PLAN & ZONE	1409253512	010.5401.2040	PHONE EXPENSE	2.45	2.45
05/25/2017	42403	ENG DEPT	1409253512	010.2601.2040	PHONE EXPENSE	4.90	4.90
05/25/2017	42403	PARKS	1409253512	020.4301.2040	PHONE EXPENSE	.03	.03
05/25/2017	42403	RECREATION	1409253512	020.4401.2040	PHONE EXPENSE	9.80	9.80
05/25/2017	42403	CAMPGRNDS	1409253512	020.4410.2040	PHONE EXPENSE	1.73	1.73
05/25/2017	42403	LIBRARY FAX	1409253512	030.4101.2040	PHONE EXPENSE	17.13	17.13
05/25/2017	42403	MUSEUM	1409253512	040.4202.2040	PHONE EXPENSE	19.61	19.61
05/25/2017	42403	AIRPORT	1409253512	050.2801.2040	PHONE EXPENSE	10.27	10.27
05/25/2017	42403	CEMETERY	1409253512	070.4501.2040	PHONE EXPENSE	4.88	4.88
05/25/2017	42403	STREET FX	1409253512	110.2105.2040	PHONE EXPENSE	15.55	15.55
05/25/2017	42403	NEIGHBORHOOD SERV	1409253512	010.1911.2040	PHONE EXPENSE	2.45	2.45
05/25/2017	42403	GOLF CRS	1409253512	650.8901.2040	PHONE EXPENSE	10.74	10.74
05/25/2017	42403	STOREROOM	1409253512	600.8002.2040	PHONE EXPENSE	3.71	3.71
05/25/2017	42403	WTR PUMP	1409253512	600.8001.2040	PHONE EXPENSE	10.19	10.19
05/25/2017	42403	CASHIER	1409253512	600.8011.2040	PHONE EXPENSE	7.35	7.35
05/25/2017	42403	WASTE WTR	1409253512	610.8121.2040	PHONE EXPENSE	11.09	11.09
05/25/2017	42403	SANITATION	1409253512	640.8305.2040	PHONE EXPENSE	4.90	4.90
05/25/2017	42403	INT SERV	1409253512	820.9601.2040	PHONE EXPENSE	2.45	2.45

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Total CENTURYLINK:							283.84
CERRO GORDO CO DPH							
05/25/2017	42404	PROF SRVC	4062017	640.8305.2010	MEDICAL SERVICE	87.00	87.00
Total CERRO GORDO CO DPH:							87.00
CITY OF MASON CITY							
05/25/2017	42408	5/19/17 CLAIMS	05192017	800.9401.5265	HEALTH CARE CLAIM	64,424.57	64,424.57
05/25/2017	42405	OVPLYMT ON FINAL	336039001	600.8011.5510	REFUND	59.80	59.80
05/25/2017	42405	OVPLYMT ON FINAL	336039001	610.8121.5510	REFUND	29.60	29.60
05/25/2017	42405	OVPLYMT ON FINAL	336039001	620.8125.5510	REFUND	2.93	2.93
05/25/2017	42405	OVPLYMT ON FINAL	336039001	640.8305.5510	REFUND	17.06	17.06
05/25/2017	42407	POLICE	5/26/17 FICA	112.1101.1040	FICA	2,044.77	2,044.77
05/25/2017	42407	FIRE	5/26/17 FICA	112.1501.1040	FICA	1,179.84	1,179.84
05/25/2017	42407	BUILDING INSPECTOR	5/26/17 FICA	112.1701.1040	FICA	105.70	105.70
05/25/2017	42407	ANIMAL CONTROL	5/26/17 FICA	112.1901.1040	FICA	163.67	163.67
05/25/2017	42407	ELECTRICAL INSPECTO	5/26/17 FICA	112.1904.1040	FICA	164.36	164.36
05/25/2017	42407	PLUMBING INSPECTOR	5/26/17 FICA	112.1907.1040	FICA	168.40	168.40
05/25/2017	42407	NEIGHBORHOOD SERVI	5/26/17 FICA	112.1911.1040	FICA	333.44	333.44
05/25/2017	42407	TRAFFIC CONTROL	5/26/17 FICA	112.2404.1040	FICA	168.35	168.35
05/25/2017	42407	ENGINEERING	5/26/17 FICA	112.2601.1040	FICA	685.16	685.16
05/25/2017	42407	HEALTH DEPARTMENT	5/26/17 FICA	112.3401.1040	FICA	145.34	145.34
05/25/2017	42407	YOUTH TASK FORCE	5/26/17 FICA	010.3900.1040	FICA	439.41	439.41
05/25/2017	42407	BAND	5/26/17 FICA	112.4250.1040	FICA	27.74	27.74
05/25/2017	42407	PLANNING & ZONING	5/26/17 FICA	112.5401.1040	FICA	733.77	733.77
05/25/2017	42407	CITY TRANSIT	5/26/17 FICA	010.5802.1040	FICA	617.35	617.35
05/25/2017	42407	MAYOR & COUNCIL	5/26/17 FICA	112.6101.1040	FICA	32.14	32.14
05/25/2017	42407	CITY ADMINISTRATOR	5/26/17 FICA	112.6105.1040	FICA	614.79	614.79
05/25/2017	42407	FINANCE	5/26/17 FICA	112.6201.1040	FICA	965.44	965.44
05/25/2017	42407	INFORMATION TECH	5/26/17 FICA	112.6202.1040	FICA	150.95	150.95
05/25/2017	42407	GIS TECHNOLOGY	5/26/17 FICA	112.6203.1040	FICA	151.36	151.36
05/25/2017	42407	CITY CLERK	5/26/17 FICA	112.6204.1040	FICA	182.25	182.25
05/25/2017	42407	HUMAN RESOURCES	5/26/17 FICA	112.6401.1040	FICA	348.28	348.28
05/25/2017	42407	SAFETY	5/26/17 FICA	112.6915.1040	FICA	18.26	18.26
05/25/2017	42407	PARKS	5/26/17 FICA	112.4301.1040	FICA	982.52	982.52
05/25/2017	42407	RECREATION	5/26/17 FICA	112.4401.1040	FICA	950.59	950.59
05/25/2017	42407	LIBRARY	5/26/17 FICA	030.4101.1040	FICA	1,528.30	1,528.30
05/25/2017	42407	MUSEUM GRANTS	5/26/17 FICA	040.4222.1040	FICA	745.57	745.57
05/25/2017	42407	AIRPORT	5/26/17 FICA	050.2801.1040	FICA	700.22	700.22
05/25/2017	42407	CEMETERY	5/26/17 FICA	070.4501.1040	FICA	637.42	637.42
05/25/2017	42407	STREET	5/26/17 FICA	110.2105.1040	FICA	2,568.87	2,568.87
05/25/2017	42407	CDBG-OOREHAB	5/26/17 FICA	147.5917.1040	FICA	5.21	5.21
05/25/2017	42407	WATER	5/26/17 FICA	600.8012.1040	FICA	2,975.56	2,975.56
05/25/2017	42407	WATER - MR	5/26/17 FICA	600.8012.1040	FICA	156.40	156.40
05/25/2017	42407	WATER - SO	5/26/17 FICA	600.8012.1040	FICA	121.43	121.43
05/25/2017	42407	SEWER	5/26/17 FICA	610.8121.1040	FICA	1,943.54	1,943.54
05/25/2017	42407	SEWER - SO	5/26/17 FICA	610.8121.1040	FICA	121.42	121.42
05/25/2017	42407	SANITARY SEWER MAIN	5/26/17 FICA	610.8123.1040	FICA	290.35	290.35
05/25/2017	42407	PARKING	5/26/17 FICA	630.8203.1040	FICA	113.17	113.17
05/25/2017	42407	SANITATION	5/26/17 FICA	640.8305.1040	FICA	1,718.25	1,718.25
05/25/2017	42407	GOLF COURSE	5/26/17 FICA	650.8901.1040	FICA	674.14	674.14
05/25/2017	42407	FIRE - AMBULANCE	5/26/17 FICA	660.1507.1040	FICA	385.38	385.38
05/25/2017	42407	INTERNAL SERV	5/26/17 FICA	820.9601.1040	FICA	413.25	413.25
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	010.1102.2140	M/E REPAIRS	993.66	993.66
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	010.1503.3044	M/E SUPPLIES	169.06	169.06

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05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	010.1503.2140	M/E REPAIRS	1,175.00	1,175.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	010.1701.2140	M/E REPAIRS	280.00	280.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	010.1701.3044	M/E SUPPLIES	28.37	28.37
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	010.2601.3044	M/E SUPPLIES	22.09	22.09
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	010.2601.2140	M/E REPAIRS	70.00	70.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	010.5401.3990	MISCELLANEOUS EXP	140.00	140.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	010.6501.2190	REPAIRS AND MAINTENANCE	1,365.00	1,365.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	020.4304.1220	GROUNDS MAINTENANCE	560.00	560.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	020.4308.3044	M/E SUPPLIES	35.47	35.47
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	020.4308.2140	M/E REPAIRS	350.00	350.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	020.4401.3044	M/E SUPPLIES	34.73	34.73
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	020.4401.2140	M/E REPAIRS	175.00	175.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	020.4401.3990	MISCELLANEOUS EXP	105.00	105.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	020.4410.3130	CAMPGROUND SUPPL	70.00	70.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	020.4490.2150	BUILDING REPAIRS A	140.00	140.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	110.2103.2360	TRAFFIC SIGNAL REPAIR	852.50	852.50
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	110.2107.2140	M/E REPAIRS	687.12	687.12
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	110.2107.3044	M/E SUPPLIES	2,940.00	2,940.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	110.2109.2190	REPAIRS AND MAINTENANCE	700.00	700.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	110.2301.2190	REPAIRS AND MAINTENANCE	5,415.00	5,415.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	600.8002.3760	EQUIPMENT REPAIRS	177.19	177.19
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	610.8121.3044	M/E SUPPLIES	169.25	169.25
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	610.8121.2140	M/E REPAIRS	490.00	490.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	610.8121.2190	REPAIRS AND MAINTENANCE	665.00	665.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	630.8201.2190	REPAIRS AND MAINTENANCE	927.50	927.50
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	630.8202.2190	REPAIRS AND MAINTENANCE	140.00	140.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	640.8305.3044	M/E SUPPLIES	271.22	271.22
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	640.8305.2140	M/E REPAIRS	770.00	770.00
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	660.1509.3044	M/E SUPPLIES	136.84	136.84
05/25/2017	42406	APR-INT SRVC	MAY 17 OCD	660.1509.2140	M/E REPAIRS	630.00	630.00
05/25/2017	42406	CORRECTION	MAY 17 OCD	600.8011.3019	OFFICE SUPPLIES	1,762.50	1,762.50
05/25/2017	42406	CORRECTION	MAY 17 OCD	600.8001.3019	OFFICE SUPPLIES	1,762.50-	1,762.50-
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	010.6101.2722	COPY CHARGE	22.07	22.07
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	010.6201.2722	COPY CHARGE	22.14	22.14
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	010.6401.2722	COPY CHARGE	18.66	18.66
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	020.4304.4680	OTHER IMPROVEMENTS	1.83	1.83
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	010.6206.3019	OFFICE SUPPLIES	64.70-	64.70-
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	010.1501.2722	COPY CHARGE	1.24	1.24
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	010.6101.2722	COPY CHARGE	8.94	8.94
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	010.6105.2722	COPY CHARGE	1.44	1.44
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	010.6201.2722	COPY CHARGE	9.06	9.06
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	010.6401.2722	COPY CHARGE	13.06	13.06
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	010.2601.2722	COPY CHARGE	.01	.01
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	600.8012.2722	COPY CHARGE	1.25	1.25
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	020.4304.4680	OTHER IMPROVEMENTS	.38	.38
05/25/2017	42406	APRIL COPIES	MAY 17 OCD	010.6206.3019	OFFICE SUPPLIES	35.38-	35.38-
05/25/2017	42406	APRIL COLOR COPIES	MAY 17 OCD	010.6105.2722	COPY CHARGE	.42	.42
05/25/2017	42406	APRIL COLOR COPIES	MAY 17 OCD	010.6401.2722	COPY CHARGE	.62	.62
05/25/2017	42406	APRIL COLOR COPIES	MAY 17 OCD	010.2601.2722	COPY CHARGE	78.52	78.52
05/25/2017	42406	APRIL COLOR COPIES	MAY 17 OCD	010.2601.2722	COPY CHARGE	79.56-	79.56-
05/25/2017	42406	APRIL B&W COPIES	MAY 17 OCD	010.6110.2722	COPY CHARGE	.38	.38
05/25/2017	42406	APRIL B&W COPIES	MAY 17 OCD	010.6401.2722	COPY CHARGE	.97	.97
05/25/2017	42406	APRIL B&W COPIES	MAY 17 OCD	010.2601.2722	COPY CHARGE	31.65	31.65
05/25/2017	42406	APRIL B&W COPIES	MAY 17 OCD	010.2601.2722	COPY CHARGE	33.00-	33.00-
05/25/2017	42406	MARCH 2017 COPIER	MAY 17 OCD	010.1911.2720	OFFICE EQUIPMENT	.40	.40
05/25/2017	42406	MARCH 2017 COPIER	MAY 17 OCD	010.6201.2722	COPY CHARGE	63.58	63.58
05/25/2017	42406	MARCH 2017 COPIER	MAY 17 OCD	010.1907.3019	OFFICE SUPPLIES	42.63	42.63

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05/25/2017	42406	MARCH 2017 COPIER	MAY 17 OCD	010.1911.2722	COPY CHARGE	5.09	5.09
05/25/2017	42406	MARCH 2017 COPIER	MAY 17 OCD	010.5801.2722	COPY CHARGE	17.06	17.06
05/25/2017	42406	MARCH 2017 COPIER	MAY 17 OCD	010.6915.2722	COPY CHARGE	13.05	13.05
05/25/2017	42406	MARCH 2017 COPIER	MAY 17 OCD	010.6110.2722	COPY CHARGE	1.27	1.27
05/25/2017	42406	MARCH 2017 COPIER	MAY 17 OCD	070.4501.3330	VASES & DECORATIO	159.47	159.47
05/25/2017	42406	MARCH 2017 COPIER	MAY 17 OCD	010.5401.2722	COPY CHARGE	302.55-	302.55-

Total CITY OF MASON CITY:

111,691.32

CITY OF MASON CITY IPERS

05/25/2017	42409	POLICE	5/26/17 IPER	112.1101.1050	IPERS	632.83	632.83
05/25/2017	42409	BUILDING INSPECTOR	5/26/17 IPER	112.1701.1050	IPERS	136.17	136.17
05/25/2017	42409	ANIMAL CONTROL	5/26/17 IPER	112.1901.1050	IPERS	196.38	196.38
05/25/2017	42409	ELECTRICAL INSPECTO	5/26/17 IPER	112.1904.1050	IPERS	206.31	206.31
05/25/2017	42409	PLUMBING INSPECTOR	5/26/17 IPER	112.1907.1050	IPERS	213.82	213.82
05/25/2017	42409	NEIGHBORHOOD SERVI	5/26/17 IPER	112.1911.1050	IPERS	397.35	397.35
05/25/2017	42409	TRAFFIC CONTROL	5/26/17 IPER	112.2404.1050	IPERS	206.31	206.31
05/25/2017	42409	ENGINEERING	5/26/17 IPER	112.2601.1050	IPERS	880.23	880.23
05/25/2017	42409	HEALTH DEPARTMENT	5/26/17 IPER	112.3401.1050	IPERS	196.38	196.38
05/25/2017	42409	YOUTH TASK FORCE	5/26/17 IPER	010.3900.1050	IPERS	545.33	545.33
05/25/2017	42409	BAND	5/26/17 IPER	112.4250.1050	IPERS	32.37	32.37
05/25/2017	42409	PLANNING & ZONING	5/26/17 IPER	112.5401.1050	IPERS	905.69	905.69
05/25/2017	42409	CITY TRANSIT	5/26/17 IPER	010.5802.1050	IPERS	720.64	720.64
05/25/2017	42409	MAYOR & COUNCIL	5/26/17 IPER	112.6101.1050	IPERS	197.79	197.79
05/25/2017	42409	CITY ADMINISTRATOR	5/26/17 IPER	112.6105.1050	IPERS	256.01	256.01
05/25/2017	42409	FINANCE	5/26/17 IPER	112.6201.1050	IPERS	1,206.37	1,206.37
05/25/2017	42409	INFORMATION TECH	5/26/17 IPER	112.6202.1050	IPERS	186.17	186.17
05/25/2017	42409	GIS TECH	5/26/17 IPER	112.6203.1050	IPERS	186.17	186.17
05/25/2017	42409	CITY CLERK	5/26/17 IPER	112.6204.1050	IPERS	219.03	219.03
05/25/2017	42409	HUMAN RESOURCES	5/26/17 IPER	112.6401.1050	IPERS	417.99	417.99
05/25/2017	42409	SAFETY	5/26/17 IPER	112.6915.1050	IPERS	21.31	21.31
05/25/2017	42409	PARKS	5/26/17 IPER	112.4301.1050	IPERS	1,007.16	1,007.16
05/25/2017	42409	RECREATION	5/26/17 IPER	112.4401.1050	IPERS	895.41	895.41
05/25/2017	42409	LIBRARY	5/26/17 IPER	030.4101.1050	IPERS	1,905.15	1,905.15
05/25/2017	42409	MUSEUM GRANTS	5/26/17 IPER	040.4222.1050	IPERS	919.44	919.44
05/25/2017	42409	AIRPORT	5/26/17 IPER	050.2801.1050	IPERS	848.31	848.31
05/25/2017	42409	CEMETERY	5/26/17 IPER	070.4501.1050	IPERS	641.38	641.38
05/25/2017	42409	STREET	5/26/17 IPER	110.2105.1050	IPERS	3,020.12	3,020.12
05/25/2017	42409	LHAP	5/26/17 IPER	147.5917.1050	IPERS	6.50	6.50
05/25/2017	42409	WATER	5/26/17 IPER	600.8012.1050	IPERS	3,637.05	3,637.05
05/25/2017	42409	WATER - MR	5/26/17 IPER	600.8012.1050	IPERS	187.34	187.34
05/25/2017	42409	WATER - SO	5/26/17 IPER	600.8012.1050	IPERS	146.27	146.27
05/25/2017	42409	SEWER	5/26/17 IPER	610.8121.1050	IPERS	2,401.23	2,401.23
05/25/2017	42409	SEWER - SO	5/26/17 IPER	610.8121.1050	IPERS	146.27	146.27
05/25/2017	42409	SANITARY SEWER MAIN	5/26/17 IPER	610.8123.1050	IPERS	355.60	355.60
05/25/2017	42409	PARKING	5/26/17 IPER	630.8203.1050	IPERS	150.23	150.23
05/25/2017	42409	SANITATION	5/26/17 IPER	640.8305.1050	IPERS	2,124.07	2,124.07
05/25/2017	42409	GOLF COURSE	5/26/17 IPER	650.8901.1050	IPERS	556.00	556.00
05/25/2017	42409	AMBULANCE	5/26/17 IPER	660.1507.1050	IPERS	77.40	77.40
05/25/2017	42409	INTERNAL SERVICE	5/26/17 IPER	820.9601.1050	IPERS	513.62	513.62

Total CITY OF MASON CITY IPERS:

27,499.20

CLARK, KAREN

05/25/2017	42410	PROF SRVC	1604379	660.1507.5511	SERVICE EXPENSES	974.66	974.66
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Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total CLARK, KAREN:							974.66
COBB, DON							
05/25/2017	42411	LAWN MOWING	488158	010.1911.2050	CONTRACT LABOR	261.00	261.00
05/25/2017	42411	MOWING: 430 1ST ST NE	488159	130.7519.2910	GRANT PAYMENTS	29.00	29.00
05/25/2017	42411	LAWN MOWING	488160	010.1911.2050	CONTRACT LABOR	261.00	261.00
Total COBB, DON:							551.00
CONSOLIDATED ELECTRICAL DIST							
05/25/2017	42412	OUTLET	459249	600.8002.3310	TOOLS AND SUPPLIES	37.41	37.41
Total CONSOLIDATED ELECTRICAL DIST:							37.41
CONSOLIDATED ENERGY COMPANY							
05/25/2017	42413	STREET 450.00 @ 2.0600	F48723277	110.2107.3750	FUEL	927.00	927.00
05/25/2017	42413	STREET 791.60 @ 1.8900	F48723472	110.2107.3750	FUEL	1,496.12	1,496.12
05/25/2017	42413	HIGHLAND GOLF 320.00	F48723473	650.8908.3750	FUEL	667.20	667.20
05/25/2017	42413	DISCOUNT	F48723473	650.8908.3750	FUEL	16.00-	16.00-
05/25/2017	42413	HIGHLAND GOLF 180.00	F48723474	650.8908.3750	FUEL	340.20	340.20
05/25/2017	42413	PARKS 196.00 @ 2.4250	F48723555	020.4308.3750	FUEL	475.30	475.30
05/25/2017	42413	DISCOUNT	F48723555	020.4308.3750	FUEL	9.80-	9.80-
05/25/2017	42413	PARKS 243.00 @ 1.9600	F48723556	020.4308.3750	FUEL	476.28	476.28
05/25/2017	42413	STREET 669.20 @ 2.0400	F48723582	110.2107.3750	FUEL	1,365.17	1,365.17
Total CONSOLIDATED ENERGY COMPANY:							5,721.47
COOKE CO,JP							
05/25/2017	42414	O RINGS	454012	010.6204.3019	OFFICE SUPPLIES	23.22	23.22
Total COOKE CO,JP:							23.22
COOLING, LORI							
05/25/2017	42415	MAIL BOX	011917	110.2115.3990	MISCELLANEOUS EXP	37.96	37.96
Total COOLING, LORI:							37.96
CROELL REDI-MIX INC							
05/25/2017	42416	CEMENT	191630	600.8002.3490	VALVES - REPAIR MAT	1,158.00	1,158.00
05/25/2017	42416	CONCRETE	191631	070.4504.3390	FOUNDATION MATERI	360.00	360.00
Total CROELL REDI-MIX INC:							1,518.00
DE LAGE LANDEN							
05/25/2017	42417	COPIER	54605571	610.8121.3019	OFFICE SUPPLIES	124.36	124.36
Total DE LAGE LANDEN:							124.36
DETERMAN, ANGIE							
05/25/2017	42418	CONTRACTUAL	0508-052117	010.6110.2740	PROFESSIONAL SERV	2,153.09	2,153.09
Total DETERMAN, ANGIE:							2,153.09
DIAMOND VOGEL PAINTS							
05/25/2017	42419	PAINT	270264242	020.4304.3110	MAINTENANCE MATE	3.78	3.78

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total DIAMOND VOGEL PAINTS:							3.78
DUENOW, KEVIN S							
05/25/2017	42420	REFUND JUNE PREM	DENTAL PR	800.9401.5510	REFUND	18.50	18.50
05/25/2017	42420	REFUND JUNE PREM	HEALTH PR	800.9401.5510	REFUND	31.08	31.08
Total DUENOW, KEVIN S:							49.58
DUNLAVEY, FRANCIS							
05/25/2017	42421	PROF SRVC	1702099	660.1507.5511	SERVICE EXPENSES	100.00	100.00
Total DUNLAVEY, FRANCIS:							100.00
DXP COMPANY							
05/25/2017	42422	LABOR	48777553	610.8121.2190	REPAIRS AND MAINTENANCE	30.00	30.00
Total DXP COMPANY:							30.00
ELECTRONIC ENGINEERING CO							
05/25/2017	42423	TEST DRIVE	447000788-1	660.1509.2140	M/E REPAIRS	37.50	37.50
05/25/2017	42423	REPAIR MICS	44700696-1	010.1503.2130	RADIO MAINTENANCE	407.95	407.95
05/25/2017	42423	TWR SRVC	80014548	640.8305.2131	RADIO TOWER EXPENSE	59.40	59.40
Total ELECTRONIC ENGINEERING CO:							504.85
EXECUTIVE TECHNOLOGIES							
05/25/2017	42424	COPIER	217262	010.3900.2722	COPY CHARGE	84.27	84.27
Total EXECUTIVE TECHNOLOGIES:							84.27
FAREWAY STORE							
05/25/2017	42425	SNACKS	127027	010.3900.3990	MISCELLANEOUS EXP	16.98	16.98
05/25/2017	42425	COFFEE, CREAMER, BA	509893	010.3900.3990	MISCELLANEOUS EXP	28.65	28.65
Total FAREWAY STORE:							45.63
FASTENAL COMPANY							
05/25/2017	42426	WASHER	252249	110.2103.2360	TRAFFIC SIGNAL REP	24.82	24.82
05/25/2017	42426	PLG TP	252270	110.2107.3044	M/E SUPPLIES	8.92	8.92
05/25/2017	42426	CLMP	252378	110.2107.3044	M/E SUPPLIES	5.16	5.16
Total FASTENAL COMPANY:							38.90
FEDEX							
05/25/2017	42427	POSTAGE	5-804-87857	010.6204.3019	OFFICE SUPPLIES	35.53	35.53
05/25/2017	42427	POSTAGE	5-804-87857	010.6401.2323	CIVIL SERVICE EXAMINER	8.64	8.64
Total FEDEX:							44.17
FLOYD & LEONARD AUTO ELECTRIC							
05/25/2017	42428	CHAIN	6943	020.4304.3110	MAINTENANCE MATE	19.31	19.31
05/25/2017	42428	SLEEVE, SPRING	7772	070.4504.2190	REPAIRS AND MAINTENANCE	59.06	59.06
05/25/2017	42428	FILLER	8075	610.8121.2140	M/E REPAIRS	4.74	4.74
Total FLOYD & LEONARD AUTO ELECTRIC:							83.11

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
GRAHAM TIRE MASON CITY							
05/25/2017	42429	TUBE	1000168650	020.4308.3044	M/E SUPPLIES	21.37	21.37
05/25/2017	42429	TIRE	1000168717	020.4308.3044	M/E SUPPLIES	15.00	15.00
Total GRAHAM TIRE MASON CITY:							36.37
GRANICUS INC							
05/25/2017	42430	OPEN PLATFORM: JUNE	86934	010.6101.3035	OTHER SUPPLIES	268.92	268.92
Total GRANICUS INC:							268.92
HACKBART, MICHAEL J							
05/25/2017	42431	TESTING	051617	660.1507.2080	EDUCATION AND TRAI	125.00	125.00
Total HACKBART, MICHAEL J:							125.00
HARRISON TRUCK CENTERS							
05/25/2017	42432	FUEL FILTER	R102005331:	660.1509.2140	M/E REPAIRS	267.39	267.39
Total HARRISON TRUCK CENTERS:							267.39
HEARD, JAMIE							
05/25/2017	42433	MILEAGE - TRAINING	05222017	010.3900.2430	AUTO EXPENSE/HIRE	71.69	71.69
Total HEARD, JAMIE:							71.69
HEARTLAND ASPHALT							
05/25/2017	42434	COLD MIX	42172	110.2111.3210	PAVING REPAIR MATE	813.12	813.12
05/25/2017	42434	COLD MIX	42192	110.2111.3210	PAVING REPAIR MATE	730.17	730.17
Total HEARTLAND ASPHALT:							1,543.29
HEARTLAND PAPER CO							
05/25/2017	42435	BIO BAGS	371101-0	660.1509.3070	MEDICAL SUPPLIES	80.23	80.23
Total HEARTLAND PAPER CO:							80.23
HENDRIKSON,MARTHA							
05/25/2017	42436	TRAINING FLIGHTS: PRA	07/25/17-07/	010.3900.2060	TRAVEL AND CONFER	313.40	313.40
05/25/2017	42436	TRAINING FLIGHTS: HEN	07/25/17-07/	010.3900.2060	TRAVEL AND CONFER	313.40	313.40
05/25/2017	42436	TRAINING FLIGHTS: JAC	07/25/17-07/	010.3900.2060	TRAVEL AND CONFER	313.40	313.40
05/25/2017	42436	TRAINING FLIGHTS: CIAV	07/25/17-07/	010.3900.2060	TRAVEL AND CONFER	313.40	313.40
Total HENDRIKSON,MARTHA:							1,253.60
HEWLETT PACKARD ENTERPRISE COMPANY							
05/25/2017	42437	COMP EQUIP	2502239162	015.6900.4060	OFFICE EQUIPMENT	491.29	491.29
Total HEWLETT PACKARD ENTERPRISE COMPANY:							491.29
HIWAY TRUCK & EQUIPMENT							
05/25/2017	42438	PIPE BALLS	359	110.2115.2280	REMOVAL EQUIPMEN	106.90	106.90
Total HIWAY TRUCK & EQUIPMENT:							106.90
HUBER SUPPLY COMPANY							
05/25/2017	42439	EMS SUPPLIES	438370	660.1509.3070	MEDICAL SUPPLIES	23.98	23.98

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
05/25/2017	42439	TAPE	438447	660.1509.3070	MEDICAL SUPPLIES	56.50	56.50
05/25/2017	42439	EMS SUPPLIES	441838	660.1509.3070	MEDICAL SUPPLIES	73.25	73.25
05/25/2017	42439	EMS SUPPLIES	442380	660.1509.3070	MEDICAL SUPPLIES	23.98	23.98
05/25/2017	42439	EMS SUPPLIES	442927	660.1509.3070	MEDICAL SUPPLIES	98.55	98.55
05/25/2017	42439	FLEX WHEEL	443148	110.2107.3260	SHOP SUPPLIES	186.80	186.80
Total HUBER SUPPLY COMPANY:							463.06
HUNT ELECTRIC, JIM							
05/25/2017	42440	CORDS INSTALL	8549	660.1509.2140	M/E REPAIRS	270.16	270.16
05/25/2017	42440	CIRCUIT REPAIR	8612	660.1508.2150	BUILDING REPAIRS A	58.00	58.00
Total HUNT ELECTRIC, JIM:							328.16
I C SYSTEMS INC							
05/25/2017	42441	COMMISSIONS	1138893/830	660.1507.2740	PROFESSIONAL SERV	68.27	68.27
Total I C SYSTEMS INC:							68.27
INTERSTATE MOTOR TRUCKS							
05/25/2017	42442	HARNES CONTROL	3020533	640.8305.2140	M/E REPAIRS	263.70	263.70
05/25/2017	42442	BRAKE SHOE	3020623	640.8305.2140	M/E REPAIRS	78.20	78.20
05/25/2017	42442	LUBE OIL	3020874	600.8002.3760	EQUIPMENT REPAIRS	11.17	11.17
05/25/2017	42442	REPLS HARNES	306675	640.8305.2140	M/E REPAIRS	783.54	783.54
05/25/2017	42442	CLEAR CODES	306725	640.8305.2140	M/E REPAIRS	112.85	112.85
Total INTERSTATE MOTOR TRUCKS:							1,249.46
IOWA LEAN CONSORTIUM							
05/25/2017	42443	REG: BUFFINGTON/TRO	2403	010.6401.3990	MISCELLANEOUS EXP	110.00	110.00
Total IOWA LEAN CONSORTIUM:							110.00
IOWA POLICE CHIEFS ASSOCIATION							
05/25/2017	42444	CONF: BRINKLEY	5/23/17-5/26/	010.1101.2080	EDUCATION AND TRAI	135.00	135.00
05/25/2017	42444	CONF: MCKELVEY	5/23/17-5/26/	010.1101.2080	EDUCATION AND TRAI	135.00	135.00
Total IOWA POLICE CHIEFS ASSOCIATION:							270.00
IOWA STATE UNIVERSITY							
05/25/2017	42445	TRAINING	1536	010.1501.2080	EDUCATION AND TRAI	50.00	50.00
Total IOWA STATE UNIVERSITY:							50.00
ITEC MANUFACTURING LLC							
05/25/2017	42446	CONTROL BOX	23064	660.1509.2140	M/E REPAIRS	197.77	197.77
Total ITEC MANUFACTURING LLC:							197.77
J & J MACHINING WELDING							
05/25/2017	42447	TUBE	45766	610.8121.3110	MAINTENANCE MATE	75.29	75.29
05/25/2017	42447	ANGLE	45784	610.8121.3110	MAINTENANCE MATE	14.82	14.82
Total J & J MACHINING WELDING:							90.11
JACOBS, HEATHER							
05/25/2017	42448	TAPE & DISPENSER	693296	010.3900.3019	OFFICE SUPPLIES	10.98	10.98

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total JACOBS, HEATHER:							10.98
JAMAR TECHNOLOGIES, INC							
05/25/2017	42449	TRAFFIC SIGNAL UPGRA	35841	110.2101.4600	TRAFFIC SIGNALS	7,150.50	7,150.50
Total JAMAR TECHNOLOGIES, INC:							7,150.50
JOHNSON SANITARY PRODUCTS							
05/25/2017	42450	BROOM HEAD	185468	610.8121.3060	SUPPLIES & LAUNDRY	52.88	52.88
05/25/2017	42450	TP, TOWELS, CLNR	185508	600.8042.3590	MATERIAL	426.58	426.58
Total JOHNSON SANITARY PRODUCTS:							479.46
KALLIN JOHNSON MONUMENT CO							
05/25/2017	42451	ENGRAVING	90014	070.4501.3350	ENGRAVING	140.00	140.00
05/25/2017	42451	ENGRAVING	90015	070.4501.3350	ENGRAVING	140.00	140.00
05/25/2017	42451	ENGRAVING	90039	070.4501.3350	ENGRAVING	140.00	140.00
05/25/2017	42451	ENGRAVING	90094	070.4501.3350	ENGRAVING	140.00	140.00
05/25/2017	42451	ENGRAVING	90429-08	070.4501.3350	ENGRAVING	140.00	140.00
Total KALLIN JOHNSON MONUMENT CO:							700.00
KRAMER ACE HARDWARE							
05/25/2017	42452	CAULK	101780	110.2107.3044	M/E SUPPLIES	13.18	13.18
05/25/2017	42452	BOLT	101806	610.8121.3110	MAINTENANCE MATE	2.78	2.78
05/25/2017	42452	STRAPS	101808	610.8121.3110	MAINTENANCE MATE	4.98	4.98
05/25/2017	42452	DROP CLOTH	101829	010.5801.3035	OTHER SUPPLIES	4.59	4.59
Total KRAMER ACE HARDWARE:							25.53
KREITZER, SCOTT							
05/25/2017	42453	TESTING	050117	660.1507.2080	EDUCATION AND TRAI	125.00	125.00
Total KREITZER, SCOTT:							125.00
LANDFILL OF NORTH IOWA							
05/25/2017	42454	LANDFILL	142686	660.1507.3990	MISCELLANEOUS EXP	91.00	91.00
05/25/2017	42454	LANDFILL FEES	26949	640.8301.2570	LANDFILL USE CHARG	14,781.06	14,781.06
Total LANDFILL OF NORTH IOWA:							14,872.06
LARSON PRINTING CO							
05/25/2017	42455	B CARDS	55927	640.8305.3990	MISCELLANEOUS EXP	60.00	60.00
05/25/2017	42455	FORMS	55985	010.1701.3560	PRINTED SUPPLIES	90.60	90.60
Total LARSON PRINTING CO:							150.60
LEDOUX SIGNS							
05/25/2017	42456	DECALS	17051604	660.1509.4040	MOTOR EQUIPMENT	162.00	162.00
Total LEDOUX SIGNS:							162.00
LIFE-ASSIST INC							
05/25/2017	42457	EMS SUPPLIES	796544	660.1509.3070	MEDICAL SUPPLIES	169.20	169.20

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total LIFE-ASSIST INC:							169.20
MARTIN MARIETTA							
05/25/2017	42458	ROAD STONE	20297104	600.8002.3490	VALVES - REPAIR MAT	1,256.70	1,256.70
Total MARTIN MARIETTA:							1,256.70
MASON CITY FORD LINCOLN MERCURY							
05/25/2017	42459	VEHICLE REPLSMT	56028	121.2101.4040	MOTOR EQUIPMENT	15,253.12	15,253.12
05/25/2017	42459	KEY PAD	96301	010.1901.2140	M/E REPAIRS	107.40	107.40
Total MASON CITY FORD LINCOLN MERCURY:							15,360.52
MASON CITY FOUNDATION							
05/25/2017	42460	UTILITIES JUNE-DEC 201	369	010.3900.3990	MISCELLANEOUS EXP	1,800.00	1,800.00
Total MASON CITY FOUNDATION:							1,800.00
MASON CITY PUBLIC UTILITIES							
05/25/2017	42461	UTILITIES	224376004 5	020.4306.2150	BUILDING REPAIRS A	233.45	233.45
05/25/2017	42461	UTILITES	224378001 5	010.6501.2162	WATER/SEWER UTILIT	258.65	258.65
05/25/2017	42461	UTILITES	309142008 5	130.7519.2910	GRANT PAYMENTS	38.47	38.47
05/25/2017	42461	UTILITES	363496002 5	010.1901.2162	WATER/SEWER UTILIT	78.84	78.84
Total MASON CITY PUBLIC UTILITIES:							609.41
MASON CITY RECYCLING							
05/25/2017	42462	RECYCLING	87844	640.8301.2585	RECYCLING CENTER	859.33	859.33
Total MASON CITY RECYCLING:							859.33
MASON CITY TIRE SERVICE							
05/25/2017	42463	FLAT REPAIR	77248	010.1901.2140	M/E REPAIRS	27.69	27.69
Total MASON CITY TIRE SERVICE:							27.69
MENARDS							
05/25/2017	42464	SPADE, WHEEL	45997	600.8001.3990	MISCELLANEOUS EXP	66.27	66.27
05/25/2017	42464	BUSHING	46597	600.8001.3990	MISCELLANEOUS EXP	33.94	33.94
05/25/2017	42464	DRYER SHEETS, SOAP	47722	660.1508.3035	OTHER SUPPLIES	60.41	60.41
05/25/2017	42464	PAINT, TRAY, BRUSH	47742	010.1103.2150	BUILDING REPAIRS A	221.87	221.87
05/25/2017	42464	WIRE, CLIPS	47982	010.1103.2150	BUILDING REPAIRS A	38.48	38.48
05/25/2017	42464	BAGS, SOAP	48365	660.1508.3035	OTHER SUPPLIES	30.86	30.86
05/25/2017	42464	TORCH KIT, VALVE	48555	600.8001.3990	MISCELLANEOUS EXP	51.57	51.57
05/25/2017	42464	HAND SOAP	48910	660.1508.3035	OTHER SUPPLIES	22.96	22.96
05/25/2017	42464	BANDFEST SUPPLIES	49196	070.4504.4646	CEMETERY PRESERV	24.20	24.20
Total MENARDS:							550.56
MERCY MEDICAL CENTER-NORTH IA							
05/25/2017	42465	LAUNDRY SRVC	8641	660.1507.3060	SUPPLIES & LAUNDRY	89.46	89.46
Total MERCY MEDICAL CENTER-NORTH IA:							89.46
MERTES,SUSAN							
05/25/2017	42466	MISAPPLIED TO UTILITY	127404001	600.8011.5510	REFUND	60.00	60.00

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Total MERTES,SUSAN:							60.00
MIDWEST PIPE SUPPLY INC							
05/25/2017	42467	COUPLER	67109	110.2101.4610	STORM SEWERS	347.92	347.92
Total MIDWEST PIPE SUPPLY INC:							347.92
MIDWEST ROOFING							
05/25/2017	42468	REPAIR ROOF LEAK	21718	010.6501.2190	REPAIRS AND MAINTENANCE	131.05	131.05
Total MIDWEST ROOFING:							131.05
MOORE MEDICAL							
05/25/2017	42469	EMS SUPPLIES	832709281	660.1509.3070	MEDICAL SUPPLIES	154.46	154.46
Total MOORE MEDICAL:							154.46
MUNICIPAL FIRE AND POLICE							
05/25/2017	42470	CITY SHARE	052517	114.1101.5661	PAYMENT TO MFPRSI	29,476.50	29,476.50
05/25/2017	42470	CITY SHARE	052517	116.1501.5661	PAYMENT TO MFPRSI	19,734.91	19,734.91
05/25/2017	42470	CITY SHARE	052517	660.1507.5661	PAYMENT TO MFPRSI	6,896.07	6,896.07
Total MUNICIPAL FIRE AND POLICE:							56,107.48
MUNICIPAL PIPE TOOL CO							
05/25/2017	42471	SCRAPERS	29603	110.2107.3044	M/E SUPPLIES	239.66	239.66
Total MUNICIPAL PIPE TOOL CO:							239.66
MUNICIPAL SUPPLY COMPANY							
05/25/2017	42472	SLEEVE, VALVE	0656611-IN	600.8042.3590	MATERIAL	1,669.10	1,669.10
05/25/2017	42472	CURB BOX, COUPLING	0656612-IN	600.8042.3590	MATERIAL	386.90	386.90
Total MUNICIPAL SUPPLY COMPANY:							2,056.00
NAPA AUTO PARTS							
05/25/2017	42473	TRAFFIC SIGNAL UPGRA	120465	110.2101.4600	TRAFFIC SIGNALS	41.19	41.19
05/25/2017	42473	BLADES	121500	660.1509.2140	M/E REPAIRS	46.11	46.11
05/25/2017	42473	OIL FILTER	121829	660.1509.2140	M/E REPAIRS	10.70	10.70
05/25/2017	42473	OIL FILTER	121831	640.8305.2140	M/E REPAIRS	29.74	29.74
05/25/2017	42473	OIL DRY	121840	660.1509.2140	M/E REPAIRS	39.59	39.59
05/25/2017	42473	TRAFFIC SIGNAL UPGRA	122097	110.2101.4600	TRAFFIC SIGNALS	998.93	998.93
05/25/2017	42473	OIL FILTER	122423	660.1509.2140	M/E REPAIRS	24.57	24.57
05/25/2017	42473	OIL FILTER	122676	660.1509.2140	M/E REPAIRS	17.89	17.89
05/25/2017	42473	OIL FILTER	122677	110.2107.3044	M/E SUPPLIES	59.27	59.27
05/25/2017	42473	PRIMER	122917	110.2107.3044	M/E SUPPLIES	73.93	73.93
05/25/2017	42473	PAINT	122951	110.2107.3044	M/E SUPPLIES	6.35	6.35
05/25/2017	42473	OIL FILTER	122968	640.8305.2140	M/E REPAIRS	33.12	33.12
05/25/2017	42473	PRIMER	122975	110.2107.3044	M/E SUPPLIES	55.62	55.62
05/25/2017	42473	SOCKET	123091	600.8002.3760	EQUIPMENT REPAIRS	14.16	14.16
05/25/2017	42473	WAX, PADS, TOWELS	123575	660.1509.2140	M/E REPAIRS	164.34	164.34
05/25/2017	42473	OIL FILTER	123726	600.8002.3760	EQUIPMENT REPAIRS	6.95	6.95
Total NAPA AUTO PARTS:							1,622.46

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NIACOG							
05/25/2017	42474	PARA TRANSIT	16628	010.5801.2673	TRANSIT SUBSIDY	17,416.66	17,416.66
Total NIACOG:							17,416.66
NORTH IOWA EXCAVATING INC							
05/25/2017	42475	924 11TH NE	11540	600.8021.2050	CONTRACT LABOR	797.95	797.95
05/25/2017	42475	914 12TH NE	11541	600.8021.2050	CONTRACT LABOR	838.45	838.45
05/25/2017	42475	413 & 413 2ND NW	11543	600.8021.2050	CONTRACT LABOR	974.90	974.90
05/25/2017	42475	1308 2ND SE	11546	600.8021.2050	CONTRACT LABOR	298.45	298.45
05/25/2017	42475	226 7TH NE	11549	600.8021.2050	CONTRACT LABOR	1,450.29	1,450.29
Total NORTH IOWA EXCAVATING INC:							4,360.04
OPENGOV, INC							
05/25/2017	42476	TRANSPARENCY 1/2	INV-000107	015.6900.4010	CAPITAL OUTLAY	7,609.03	7,609.03
Total OPENGOV, INC:							7,609.03
OPPORTUNITY VILLAGE							
05/25/2017	42477	SHREDDING	11119	660.1507.2740	PROFESSIONAL SERV	28.25	28.25
Total OPPORTUNITY VILLAGE:							28.25
OTT, ANN							
05/25/2017	42478	PROF SRVC	1608156	660.1507.5511	SERVICE EXPENSES	20.00	20.00
Total OTT, ANN:							20.00
PAPPAS LANDSCAPING							
05/25/2017	42479	PRESEASON CLNUP	0413-041517	660.1508.2150	BUILDING REPAIRS A	1,094.95	1,094.95
Total PAPPAS LANDSCAPING:							1,094.95
PETTY CASH - AMBULANCE							
05/25/2017	42480	TRANSFER - MEALS	0428-052017	660.1507.2060	TRAVEL AND CONFER	22.59	22.59
05/25/2017	42480	TRANSFER - MEALS	0428-052017	660.1507.2060	TRAVEL AND CONFER	12.10	12.10
05/25/2017	42480	TRANSFER - MEALS	0428-052017	660.1507.2060	TRAVEL AND CONFER	23.96	23.96
05/25/2017	42480	TRANSFER - MEALS	0428-052017	660.1507.2060	TRAVEL AND CONFER	33.08	33.08
05/25/2017	42480	TRANSFER - MEALS	0428-052017	660.1507.2060	TRAVEL AND CONFER	33.04	33.04
05/25/2017	42480	TRANSFER - MEALS	0428-052017	660.1507.2060	TRAVEL AND CONFER	12.92	12.92
05/25/2017	42480	TRANSFER - MEALS	0428-052017	660.1507.2060	TRAVEL AND CONFER	40.90	40.90
05/25/2017	42480	TRANSFER - MEALS	0428-052017	660.1507.2060	TRAVEL AND CONFER	44.43	44.43
05/25/2017	42480	TRANSFER - MEALS	0428-052017	660.1507.2060	TRAVEL AND CONFER	26.62	26.62
05/25/2017	42480	TRANSFER - MEALS	0428-052017	660.1507.2060	TRAVEL AND CONFER	16.20	16.20
Total PETTY CASH - AMBULANCE:							265.84
PHYSICIAN'S CLAIMS COMPANY							
05/25/2017	42481	AMB BILLING - APR 2017	24186	660.1507.2740	PROFESSIONAL SERV	11,267.43	11,267.43
Total PHYSICIAN'S CLAIMS COMPANY:							11,267.43
PITNEY BOWES INC							
05/25/2017	42482	MAILER 3/10/17-6/9/17	3303529924	010.6206.3019	OFFICE SUPPLIES	997.62	997.62

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Total PITNEY BOWES INC:							997.62
QUILL CORPORATION							
05/25/2017	42483	COPY PAPER	6680955	010.1911.3019	OFFICE SUPPLIES	11.99	11.99
05/25/2017	42483	BINDERS, DRYLINE	6680955	600.8042.3590	MATERIAL	155.82	155.82
05/25/2017	42483	CALENDAR	6754399	010.3900.3019	OFFICE SUPPLIES	11.99	11.99
05/25/2017	42483	MARKERS	6859268	010.3900.3019	OFFICE SUPPLIES	9.11	9.11
Total QUILL CORPORATION:							188.91
QUINTERO, LAURA							
05/25/2017	42484	UTILITES	130025001	600.8011.5510	REFUND	34.38	34.38
05/25/2017	42484	UTILITES	130025001	610.8121.5510	REFUND	23.01	23.01
05/25/2017	42484	UTILITES	130025001	620.8125.5510	REFUND	3.53	3.53
05/25/2017	42484	UTILITES	130025001	640.8305.5510	REFUND	20.53	20.53
Total QUINTERO, LAURA:							81.45
RETZ FUNERAL HOME							
05/25/2017	42485	BANDFEST: HRSE DRAW	051917	070.4504.4646	CEMETERY PRESERV	1,050.00	1,050.00
Total RETZ FUNERAL HOME:							1,050.00
RIVER CITY AUTO SUPPLY							
05/25/2017	42486	FUEL FILTER	521057	660.1509.2140	M/E REPAIRS	53.64	53.64
05/25/2017	42486	BLADE	522277	660.1509.2140	M/E REPAIRS	21.80	21.80
05/25/2017	42486	BEAM BLADE	522747	110.2107.2140	M/E REPAIRS	21.80	21.80
Total RIVER CITY AUTO SUPPLY:							97.24
RIVER CITY COMMUNICATIONS							
05/25/2017	42487	REPLS AUTO SWITCH	82205	010.1901.2040	PHONE EXPENSE	270.00	270.00
Total RIVER CITY COMMUNICATIONS:							270.00
ROBINSON BROTHERS ENVIRONMENTAL							
05/25/2017	42488	HVAC RPLCMT ASBEST	8007007220	010.6501.4510	BUILDING IMPROVEM	31,595.50	31,595.50
Total ROBINSON BROTHERS ENVIRONMENTAL:							31,595.50
SAN BERNARDINO CO HR-WRIB							
05/25/2017	42489	RENEWAL 2017-18	17-82	010.6401.2323	CIVIL SERVICE EXAMI	1,700.00	1,700.00
Total SAN BERNARDINO CO HR-WRIB:							1,700.00
SANDRY FIRE SUPPLY LLC							
05/25/2017	42490	BREATHING AIR CMPSR	53262	010.1501.4510	CAPITAL OUTLAY	27,000.00	27,000.00
05/25/2017	42490	BREATHING AIR CMPSR	53262	660.1507.3990	MISCELLANEOUS EXP	3,686.90	3,686.90
05/25/2017	42490	WARRANTY WORK	53264	010.1501.4510	CAPITAL OUTLAY	15.08	15.08
Total SANDRY FIRE SUPPLY LLC:							30,701.98
SCOTT'S BODY SHOP & TOWING							
05/25/2017	42491	FIRE PUMPER	12168 TOW	660.1509.2140	M/E REPAIRS	275.00	275.00

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Total SCOTT'S BODY SHOP & TOWING:							275.00
SHORT ELLIOTT HENDRICKSON INC							
05/25/2017	42492	NORTH END IMP 17-57	332578	121.2101.4580	STREET CONSTRUCTI	830.48	830.48
05/25/2017	42492	PUMPING BLDG RESTOR	332780	600.8061.4510	BUILDING IMPROVEM	103.94	103.94
Total SHORT ELLIOTT HENDRICKSON INC:							934.42
SIEMERS,STEVE							
05/25/2017	42493	SPOUSAL FEE REFUND	12/9/16-4/28/	800.9401.5510	REFUND	500.00	500.00
Total SIEMERS,STEVE:							500.00
SPLASH MULTISPORT & CUSTOM LLC							
05/25/2017	42494	T-SHIRTS/40	198060	070.4504.4646	CEMETERY PRESERV	410.00	410.00
Total SPLASH MULTISPORT & CUSTOM LLC:							410.00
ST ANSGAR GREENHOUSE & FLORAL SHOP							
05/25/2017	42495	5/2-5/16 COUNCIL MTG T	102	010.6206.3990	MISCELLANEOUS EXP	600.00	600.00
Total ST ANSGAR GREENHOUSE & FLORAL SHOP:							600.00
STADHEIM JEWELERS							
05/25/2017	42496	ENGRAVINGS	003-268189	010.6401.3880	EMPLOYEE RECOGNI	75.00	75.00
05/25/2017	42496	ENGRAVINGS	003-268428	010.6401.3880	EMPLOYEE RECOGNI	15.00	15.00
Total STADHEIM JEWELERS:							90.00
STANDARD & ASSOCIATES INC							
05/25/2017	42497	TESTING MATERIALS	SA00003440	010.6401.2323	CIVIL SERVICE EXAMI	111.00	111.00
Total STANDARD & ASSOCIATES INC:							111.00
STAPLES #781							
05/25/2017	42498	COPY PAPER, POST IT N	1807197301	660.1507.3019	OFFICE SUPPLIES	73.98	73.98
05/25/2017	42498	TONER	75887	650.8901.3035	OTHER SUPPLIES	119.97	119.97
Total STAPLES #781:							193.95
STATE SURGICAL SUPPLY							
05/25/2017	42499	EMS SUPPLIES	8124	660.1509.3070	MEDICAL SUPPLIES	491.34	491.34
Total STATE SURGICAL SUPPLY:							491.34
STELLAR TRUCK & TRAILER							
05/25/2017	42500	LIGHT	16072	600.8002.3760	EQUIPMENT REPAIRS	16.82	16.82
Total STELLAR TRUCK & TRAILER:							16.82
STRYKER SALES CORP							
05/25/2017	42501	COT REPAIR	2171770M	660.1509.2140	M/E REPAIRS	635.00	635.00
Total STRYKER SALES CORP:							635.00

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SYMBOLARTS							
05/25/2017	42502	CHALLENGE COINS	0281568-IN	660.1507.3035	OTHER SUPPLIES	1,800.00	1,800.00
Total SYMBOLARTS:							1,800.00
TASC							
05/25/2017	42503	ADM FEES 0701-0930201	IN1034512	800.9401.3990	MISCELLANEOUS EXP	2,324.07	2,324.07
Total TASC:							2,324.07
TODD AND COMPANY,MICHAEL							
05/25/2017	42504	ANGLE BOLT	156626	110.2105.3240	STREET SIGNS MAINT	295.31	295.31
Total TODD AND COMPANY,MICHAEL:							295.31
TRINITY HEALTH							
05/25/2017	42505	PROF SRVC	1409312/140	660.1507.5511	SERVICE EXPENSES	222.63	222.63
Total TRINITY HEALTH:							222.63
TROPHIES UNLIMITED							
05/25/2017	42506	457 TRAIN	33775	020.4304.4680	OTHER IMPROVEMEN	10.00	10.00
Total TROPHIES UNLIMITED:							10.00
VERIZON WIRELESS							
05/25/2017	42507	530.7671	9785796371	610.8121.2040	PHONE EXPENSE	25.02	25.02
05/25/2017	42507	530.7672	9785796371	610.8121.2040	PHONE EXPENSE	61.62	61.62
Total VERIZON WIRELESS:							86.64
WALMART COMMUNITY/GECRB							
05/25/2017	42508	EDUCATION PRGM	1775	040.4215.3019	OFFICE SUPPLIES	199.80	199.80
05/25/2017	42508	MICROWAVE	2582	530.4401.3035	OTHER SUPPLIES	59.00	59.00
05/25/2017	42508	YOUTH CAMP	6986	510.4101.2910	GRANT PAYMENTS	1,234.55	1,234.55
05/25/2017	42508	LANDSCAPING: FLOWER	7098	020.4410.3130	CAMPGROUND SUPPL	55.84	55.84
05/25/2017	42508	EDUCATION PRGM	7110	040.4215.3019	OFFICE SUPPLIES	150.96	150.96
05/25/2017	42508	EDUCATION PRGM	7706	040.4215.3019	OFFICE SUPPLIES	19.61	19.61
05/25/2017	42508	YOUTH CAMP	87	510.4101.2910	GRANT PAYMENTS	200.27	200.27
05/25/2017	42508	CLNING PRODUCTS	9316	530.4401.3035	OTHER SUPPLIES	29.37	29.37
05/25/2017	42508	TOWELS, SCRUBBERS	9809	660.1508.3035	OTHER SUPPLIES	52.89	52.89
Total WALMART COMMUNITY/GECRB:							2,002.29
WATERWORKS,MASON CITY							
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	010.1101.3019	OFFICE SUPPLIES	459.72	459.72
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	010.1103.3060	SUPPLIES & LAUNDRY	84.62	84.62
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	010.2601.3019	OFFICE SUPPLIES	40.36	40.36
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	010.2601.3035	OTHER SUPPLIES	231.28	231.28
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	010.5401.3019	OFFICE SUPPLIES	242.08	242.08
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	010.6105.3019	OFFICE SUPPLIES	6.48	6.48
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	010.6105.3120	VOLUNTEER COORDI	143.19	143.19
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	010.6201.3019	OFFICE SUPPLIES	27.86	27.86
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	010.6204.3019	OFFICE SUPPLIES	198.87	198.87
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	010.6501.3060	SUPPLIES & LAUNDRY	61.75	61.75
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	020.4301.3060	SUPPLIES & LAUNDRY	21.63	21.63
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	020.4306.3035	OTHER SUPPLIES	172.49	172.49

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05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	020.4308.3044	M/E SUPPLIES	60.96	60.96
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	050.2801.3019	OFFICE SUPPLIES	137.10	137.10
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	070.4504.3310	TOOLS AND SUPPLIES	17.90	17.90
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	110.2105.3019	OFFICE SUPPLIES	52.07	52.07
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	110.2105.3060	SUPPLIES & LAUNDRY	698.96	698.96
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	110.2105.3770	SAFETY EXPENSE	71.27	71.27
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	110.2107.3044	M/E SUPPLIES	20.36	20.36
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	110.2109.3035	OTHER SUPPLIES	186.66	186.66
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	610.8121.3019	OFFICE SUPPLIES	10.08	10.08
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	610.8121.3060	SUPPLIES & LAUNDRY	426.83	426.83
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	610.8123.3230	SANITARY SEWER MA	11.93	11.93
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	620.8125.3220	STORM SEWER MATE	17.43	17.43
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	640.8305.3035	OTHER SUPPLIES	159.30	159.30
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	640.8305.3060	SUPPLIES & LAUNDRY	31.39	31.39
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	640.8305.3770	SAFETY EXPENSE	5.97	5.97
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	640.8305.3990	MISCELLANEOUS EXP	55.25	55.25
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	650.8904.3110	MAINTENANCE MATE	43.24	43.24
05/25/2017	42509	APRIL 17 OCD - STORER	MAY 17 OCD	660.1508.3035	OTHER SUPPLIES	62.90	62.90
Total WATERWORKS,MASON CITY:							3,759.93
WILLADSEN,JESSY							
05/25/2017	42510	REFUND JUNE PREM	HEALTH PR	800.9401.5510	REFUND	109.77	109.77
05/25/2017	42510	REFUND JUNE PREM	LIFE PREM	800.9401.5510	REFUND	11.50	11.50
Total WILLADSEN,JESSY:							121.27
WYMAN, CALVIN							
05/25/2017	42511	TESTING	050917	660.1507.2080	EDUCATION AND TRAI	125.00	125.00
Total WYMAN, CALVIN:							125.00
YOHN CO INC							
05/25/2017	42512	CEMENT	17300	600.8002.3490	VALVES - REPAIR MAT	270.00	270.00
Total YOHN CO INC:							270.00
Grand Totals:							483,139.13

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

Dated: _____

Approved by: _____

Report Criteria:
Report type: GL detail

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
ACCO							
06/01/2017	42514	CHEMICALS	0172507-IN	020.4490.3035	OTHER SUPPLIES	3,442.52	3,442.52
Total ACCO:							3,442.52
ADVANCED SYSTEMS INC							
06/01/2017	42515	COPIER	20674303	660.1507.3019	OFFICE SUPPLIES	304.00	304.00
Total ADVANCED SYSTEMS INC:							304.00
AERIAL SERVICES INC							
06/01/2017	42516	75% COMPLETED MAPPI	13677	110.2101.4680	OTHER IMPROVEMEN	4,872.50	4,872.50
06/01/2017	42516	75% COMPLETED MAPPI	13677	600.8061.4680	OTHER IMPROVEMEN	4,872.50	4,872.50
06/01/2017	42516	75% COMPLETED MAPPI	13677	610.8125.4680	OTHER IMPROVEMEN	4,872.50	4,872.50
Total AERIAL SERVICES INC:							14,617.50
AFFORDABLE TOWING							
06/01/2017	42517	TOW - 17004810	3115	010.1101.3990	MISCELLANEOUS EXP	275.00	275.00
06/01/2017	42517	TOW - 17004810	3116	010.1101.3990	MISCELLANEOUS EXP	265.00	265.00
06/01/2017	42517	TOW - 17005310	3117	010.1101.3990	MISCELLANEOUS EXP	240.00	240.00
06/01/2017	42517	TOW - 17004795	3118	010.1101.3990	MISCELLANEOUS EXP	240.00	240.00
06/01/2017	42517	TOW - 17000800	7859	010.1101.3990	MISCELLANEOUS EXP	65.00	65.00
Total AFFORDABLE TOWING:							1,085.00
AHLERS AND COONEY PC							
06/01/2017	42518	PROF SRVC	729160	130.7519.2740	PROFESSIONAL SERV	221.50	221.50
06/01/2017	42518	PROF SRVC	729162	131.7518.2740	PROFESSIONAL SERV	4,184.77	4,184.77
06/01/2017	42518	PROF SRVC	729163	131.7518.2740	PROFESSIONAL SERV	2,385.00	2,385.00
06/01/2017	42518	PROF SRVC	729164	131.7519.2740	PROFESSIONAL SERV	2,923.41	2,923.41
Total AHLERS AND COONEY PC:							9,714.68
AMES 1 HOUR PHOTO FINISH							
06/01/2017	42519	PHOTO	9522	010.1101.3990	MISCELLANEOUS EXP	13.95	13.95
Total AMES 1 HOUR PHOTO FINISH:							13.95
ANDERSON, KAREN							
06/01/2017	42520	5/31/17 CAMPGROUNDS	1.061904	020.4410.2530	CAMPGROUND COMM	2,050.80	2,050.80
06/01/2017	42520	5/31/17 CAMPSTORE	1.061904	020.4410.2530	CAMPGROUND COMM	95.24	95.24
06/01/2017	42520	5/31/17 FIREWOOD	1.061904	020.4410.2530	CAMPGROUND COMM	105.00	105.00
Total ANDERSON, KAREN:							2,251.04
ARAMARK UNIFORM SERVICES							
06/01/2017	42521	UNIFORMS	1876801712	600.8001.3060	SUPPLIES & LAUNDRY	140.08	140.08
06/01/2017	42521	UNIFORMS	1876804459	820.9601.3260	SHOP SUPPLIES	85.78	85.78
06/01/2017	42521	UNIFORMS	1876804460	600.8012.2410	UNIFORM RENTAL	103.31	103.31
06/01/2017	42521	UNIFORMS	1876805110	600.8001.3060	SUPPLIES & LAUNDRY	107.10	107.10
06/01/2017	42521	UNIFORMS	1876805118	610.8121.3060	SUPPLIES & LAUNDRY	461.18	461.18
06/01/2017	42521	UNIFORMS	1876805118	610.8121.3060	SUPPLIES & LAUNDRY	308.91-	308.91-

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Total ARAMARK UNIFORM SERVICES:							588.54
ARCTIC GLACIER USA INC							
06/01/2017	42522	ICE	2124712214	020.4410.3130	CAMPGROUND SUPPL	123.18	123.18
Total ARCTIC GLACIER USA INC:							123.18
BANKS,REGAN							
06/01/2017	42523	BOUNCY SLIDE - ARTS F	1222	040.4217.2637	SUMMER ARTS FESTI	350.00	350.00
Total BANKS,REGAN:							350.00
BLACK PLBG HEATING & AIR COND							
06/01/2017	42524	POOL REPAIR	21745	020.4490.2190	REPAIRS AND MAINTEN	624.83	624.83
Total BLACK PLBG HEATING & AIR COND:							624.83
BLACKHAWK SPRINKLERS INC							
06/01/2017	42525	ANNUAL TEST	90885	020.4410.3130	CAMPGROUND SUPPL	307.00	307.00
Total BLACKHAWK SPRINKLERS INC:							307.00
BOUND TREE MEDICAL LLC							
06/01/2017	42526	EMS SUPPLIES	82509402	660.1509.3070	MEDICAL SUPPLIES	423.98	423.98
Total BOUND TREE MEDICAL LLC:							423.98
BRINKLEY, JEFF							
06/01/2017	42527	MEMBER MEAL	5/22/17	010.1101.3990	MISCELLANEOUS EXP	43.14	43.14
06/01/2017	42527	LODGING	5/23-5/26/17	010.1101.2080	EDUCATION AND TRAI	342.36	342.36
06/01/2017	42527	CELL PHONE REIMB	JUNE 2017	010.1101.2040	PHONE EXPENSE	30.00	30.00
Total BRINKLEY, JEFF:							415.50
CENTRAL CABLE CONTRACTORS INC							
06/01/2017	42528	FARMER'S MARKET PRE	7606	121.2101.4580	STREET CONSTRUCTI	2,320.00	2,320.00
Total CENTRAL CABLE CONTRACTORS INC:							2,320.00
CENTRAL STANDARD TIME							
06/01/2017	42529	FESTIVAL ENTERTAINME	053017	040.4217.2637	SUMMER ARTS FESTI	300.00	300.00
Total CENTRAL STANDARD TIME:							300.00
CENTURYLINK							
06/01/2017	42530	PHONE SRVC	1410312384	010.1101.2040	PHONE EXPENSE	7.50	7.50
06/01/2017	42531	PHONE SRVC	6414244313	010.1101.2040	PHONE EXPENSE	99.97	99.97
Total CENTURYLINK:							107.47
CERRO GORDO COUNTY RECORDER							
06/01/2017	42532	RESOL 17-88	2017-2785	010.6900.2800	RECORDING FEES	137.00	137.00
Total CERRO GORDO COUNTY RECORDER:							137.00

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CITY OF MASON CITY							
06/01/2017	42534	5/26/17 CLAIMS	05262017	800.9401.5265	HEALTH CARE CLAIM	91,935.40	91,935.40
06/01/2017	42533	FY 17 LIB TRUST TO LIB	FY 2017	510.4101.5050	TRANSFERS	8,123.00	8,123.00
Total CITY OF MASON CITY:							100,058.40
CITY OF MASON CITY-HEALTH INS							
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	010.1101.1160	HEALTH & LIFE INSUR	46,489.85	46,489.85
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	010.1501.1160	HEALTH & LIFE INSUR	32,865.24	32,865.24
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	010.3401.1160	HEALTH & LIFE INSUR	1,075.84	1,075.84
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	010.1901.1160	HEALTH & LIFE INSUR	1,075.84	1,075.84
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	010.1911.1160	HEALTH & LIFE INSUR	1,635.30	1,635.30
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	010.3900.1160	HEALTH & LIFE INSUR	1,635.30	1,635.30
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	010.1701.1160	HEALTH & LIFE INSUR	1,075.84	1,075.84
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	010.1904.1160	HEALTH & LIFE INSUR	975.84	975.84
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	010.1907.1160	HEALTH & LIFE INSUR	975.84	975.84
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	010.6900.1160	HEALTH & LIFE INSUR	17,212.45	17,212.45
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	010.6900.1160	HEALTH & LIFE INSUR	3,152.52	3,152.52
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	020.4301.1160	HEALTH & LIFE INSUR	5,738.66	5,738.66
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	020.4401.1160	HEALTH & LIFE INSUR	3,295.58	3,295.58
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	030.4101.1160	HEALTH & LIFE INSUR	10,208.73	10,208.73
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	040.4202.1160	HEALTH & LIFE INSUR	3,730.06	3,730.06
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	040.4222.1160	HEALTH & LIFE INSUR	1,075.84	1,075.84
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	050.2801.1160	HEALTH & LIFE INSUR	4,862.82	4,862.82
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	070.4501.1160	HEALTH & LIFE INSUR	2,511.14	2,511.14
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	110.2105.1160	HEALTH & LIFE INSUR	16,608.22	16,608.22
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	650.8901.1160	HEALTH & LIFE INSUR	1,535.30	1,535.30
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	600.8012.1160	HEALTH & LIFE INSUR	19,864.66	19,864.66
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	610.8121.1160	HEALTH & LIFE INSUR	10,939.40	10,939.40
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	610.8123.1160	HEALTH & LIFE INSUR	1,535.30	1,535.30
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	630.8203.1160	HEALTH & LIFE INSUR	1,075.84	1,075.84
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	640.8305.1160	HEALTH & LIFE INSUR	13,735.92	13,735.92
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	660.1507.1160	HEALTH & LIFE INSUR	11,796.74	11,796.74
06/01/2017	42535	HEALTH INS - JUN	JUNE 2017	820.9601.1160	HEALTH & LIFE INSUR	3,227.52	3,227.52
Total CITY OF MASON CITY-HEALTH INS:							219,911.59
COBB, DON							
06/01/2017	42536	MOWING	488161	010.1911.2050	CONTRACT LABOR	290.00	290.00
Total COBB, DON:							290.00
CONNEY SAFETY PRODUCTS							
06/01/2017	42537	OVERSHOES	05350256	600.8042.3590	MATERIAL	255.50	255.50
Total CONNEY SAFETY PRODUCTS:							255.50
CONSOLIDATED ELECTRICAL DIST							
06/01/2017	42538	457 TRAIN	457853	020.4304.4680	OTHER IMPROVEMEN	360.00	360.00
Total CONSOLIDATED ELECTRICAL DIST:							360.00
CONSOLIDATED ENERGY COMPANY							
06/01/2017	42539	FUEL TEST SAMPLE	53895	010.1103.2150	BUILDING REPAIRS A	125.00	125.00
Total CONSOLIDATED ENERGY COMPANY:							125.00

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CRESCENT ELECTRIC SUPPLY CO							
06/01/2017	42540	SHOWER ROOM LIGHT	S503605271.	010.1103.2150	BUILDING REPAIRS A	16.78	16.78
Total CRESCENT ELECTRIC SUPPLY CO:							16.78
CROELL REDI-MIX INC							
06/01/2017	42541	CEMENT	192331	600.8002.3490	VALVES - REPAIR MAT	282.50	282.50
06/01/2017	42541	CEMENT	192602	600.8002.3480	HYDRANTS - REPAIR	422.50	422.50
06/01/2017	42541	DISCOUNT	192602	600.8002.3480	HYDRANTS - REPAIR	12.00-	12.00-
06/01/2017	42541	CEMENT	193856	600.8002.3490	VALVES - REPAIR MAT	422.50	422.50
06/01/2017	42541	DISCOUNT	193856	600.8002.3490	VALVES - REPAIR MAT	12.00-	12.00-
Total CROELL REDI-MIX INC:							1,103.50
D & D SALES							
06/01/2017	42542	VINYL - GRIFFIN EXHIBIT	117151-S	040.4213.2443	EXHIBIT COSTS	58.50	58.50
06/01/2017	42542	VINYL - PHOTO SHOW	117172-S	040.4213.2443	EXHIBIT COSTS	39.00	39.00
Total D & D SALES:							97.50
DECKER SPORTING GOODS							
06/01/2017	42543	TEE, BAGS, MASK	AAG006142-	020.4408.3035	OTHER SUPPLIES	1,149.92	1,149.92
Total DECKER SPORTING GOODS:							1,149.92
DIAMOND VOGEL PAINTS							
06/01/2017	42544	PAINT	270264395	535.4401.3035	OTHER SUPPLIES	96.90	96.90
06/01/2017	42544	PAINT	270264616	530.4401.3035	OTHER SUPPLIES	48.45	48.45
Total DIAMOND VOGEL PAINTS:							145.35
DYER, AL							
06/01/2017	42545	CELL PHONE REIMB	JUNE 2017	660.1508.2040	PHONE EXPENSE	30.00	30.00
Total DYER, AL:							30.00
ECHELBARGER, RUSS							
06/01/2017	42546	APRIL MILEAGE	APR 2017	010.6202.3019	OFFICE SUPPLIES	17.66	17.66
06/01/2017	42546	MAY MILEAGE	MAY 2017	010.6202.3019	OFFICE SUPPLIES	45.48	45.48
Total ECHELBARGER, RUSS:							63.14
ELECTRICIANS, THE							
06/01/2017	42547	SMOKE DETECTOR TES	17328	040.4223.2190	REPAIRS AND MAINTENANCE	472.61	472.61
Total ELECTRICIANS, THE:							472.61
ELECTRONIC ENGINEERING CO							
06/01/2017	42548	MIC REPAIR	447000668-1	010.1503.2130	RADIO MAINTENANCE	407.95	407.95
Total ELECTRONIC ENGINEERING CO:							407.95
EVANS, KELLY							
06/01/2017	42549	CERTIFICATION	SOFTBALL	020.4408.3990	MISCELLANEOUS EXP	20.00	20.00
Total EVANS, KELLY:							20.00

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FAREWAY STORE							
06/01/2017	42550	CAMPSTORE	00211080	020.4410.3130	CAMPGROUND SUPPL	172.75	172.75
06/01/2017	42550	CONCESSIONS	00304204	650.8906.3135	CONCESSION SUPPLI	59.91	59.91
06/01/2017	42550	CONCESSIONS	00411845	650.8906.3135	CONCESSION SUPPLI	14.96	14.96
06/01/2017	42550	COFFEE & WATER	511672	010.1101.3990	MISCELLANEOUS EXP	24.92	24.92
06/01/2017	42550	WATER - BAND FEST	512286	010.1101.3990	MISCELLANEOUS EXP	5.98	5.98
Total FAREWAY STORE:							278.52
FASTENAL COMPANY							
06/01/2017	42551	RING	252222	600.8001.2190	REPAIRS AND MAINT	12.52	12.52
06/01/2017	42551	HEX	252306	600.8001.2190	REPAIRS AND MAINT	28.07	28.07
06/01/2017	42551	BOLTS	252432	020.4308.3044	M/E SUPPLIES	3.66	3.66
06/01/2017	42551	HSE CLAMP	252504	110.2105.3240	STREET SIGNS MAINT	16.48	16.48
Total FASTENAL COMPANY:							60.73
FEDEX							
06/01/2017	42552	POSTAGE	580479674	010.1101.3990	MISCELLANEOUS EXP	22.27	22.27
Total FEDEX:							22.27
FERDEN, KORY							
06/01/2017	42553	457 TRAIN: BRICKS	060117	020.4304.4680	OTHER IMPROVEMEN	100.00	100.00
Total FERDEN, KORY:							100.00
FLOYD & LEONARD AUTO ELECTRIC							
06/01/2017	42554	CAP, PLUG	8066	020.4308.3044	M/E SUPPLIES	49.42	49.42
06/01/2017	42554	BLADE	8352	020.4308.3044	M/E SUPPLIES	156.66	156.66
Total FLOYD & LEONARD AUTO ELECTRIC:							206.08
GALACTIC COWBOY ORCHESTRA							
06/01/2017	42555	FESTIVAL ENTERTAINME	030817	040.4217.2637	SUMMER ARTS FESTI	750.00	750.00
Total GALACTIC COWBOY ORCHESTRA:							750.00
GEMPLERS INC							
06/01/2017	42556	SHOVEL	SI03423877	600.8042.3590	MATERIAL	171.95	171.95
Total GEMPLERS INC:							171.95
GRAHAM TIRE MASON CITY							
06/01/2017	42557	TIRE R/M - TRUCK	1000168396	010.1102.2140	M/E REPAIRS	25.00	25.00
06/01/2017	42557	MOUNT & BALANCE #1	1000168615	010.1102.2140	M/E REPAIRS	63.80	63.80
06/01/2017	42557	SENSOR KIT - GR AM	1000168639	010.1102.2140	M/E REPAIRS	74.00	74.00
06/01/2017	42557	MOUNT & BALANCE #11	1000168761	010.1102.2140	M/E REPAIRS	63.80	63.80
06/01/2017	42557	MOUNT & BALANCE #13	1000168826	010.1102.2140	M/E REPAIRS	63.80	63.80
06/01/2017	42557	MOUNT & BALANCE #7	1000169014	010.1102.2140	M/E REPAIRS	47.85	47.85
06/01/2017	42557	TIRE R/M	1000169175	020.4308.3044	M/E SUPPLIES	15.00	15.00
06/01/2017	42557	TUBE	1000169220	020.4308.3044	M/E SUPPLIES	11.95	11.95
06/01/2017	42557	MOUNT & TIRES #12	1000169321	010.1102.2140	M/E REPAIRS	619.88	619.88
06/01/2017	42557	TIRE R/M	1000169338	020.4308.3044	M/E SUPPLIES	27.07	27.07
06/01/2017	42557	TIRE, TUBE	1000169462	020.4308.3044	M/E SUPPLIES	26.61	26.61

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Total GRAHAM TIRE MASON CITY:							1,038.76
HACHETTE BOOK GROUP							
06/01/2017	42558	STOP INVENTORY FOR	53772914	040.4218.2447	RESALE PURCHASES	137.86	137.86
Total HACHETTE BOOK GROUP:							137.86
HARMONY DESIGNS INC							
06/01/2017	42559	MAGNETS FOR RESALE	00488273	040.4218.2447	RESALE PURCHASES	156.66	156.66
Total HARMONY DESIGNS INC:							156.66
HARTS AUTO SUPPLY							
06/01/2017	42560	BRAKE PARTS - STOCK	36983	010.1102.2140	M/E REPAIRS	499.00	499.00
Total HARTS AUTO SUPPLY:							499.00
HEARTLAND ASPHALT							
06/01/2017	42561	CRS	42202	110.2111.3210	PAVING REPAIR MATE	813.12	813.12
06/01/2017	42561	CRS	42213	110.2111.3210	PAVING REPAIR MATE	788.24	788.24
Total HEARTLAND ASPHALT:							1,601.36
HEARTLAND PAPER CO							
06/01/2017	42562	TP, TOWELS	374399-0	040.4203.3035	OTHER SUPPLIES	98.88	98.88
06/01/2017	42562	TP, TOWELS	374491-0	600.8042.3590	MATERIAL	942.85	942.85
Total HEARTLAND PAPER CO:							1,041.73
HELPS DRAIN CLEANING							
06/01/2017	42563	JETTED SHELTER HOUS	4072	020.4306.2150	BUILDING REPAIRS A	300.00	300.00
Total HELPS DRAIN CLEANING:							300.00
HEWETT WHOLESALE INC							
06/01/2017	42564	CONCESSIONS	93151	650.8906.3135	CONCESSION SUPPLI	97.49	97.49
06/01/2017	42564	CONCESSIONS	93153	650.8906.3135	CONCESSION SUPPLI	58.70	58.70
06/01/2017	42564	CONCESSIONS	93200	650.8906.3135	CONCESSION SUPPLI	13.42-	13.42-
06/01/2017	42564	CONCESSIONS	93403	530.4401.3035	OTHER SUPPLIES	30.70	30.70
06/01/2017	42564	CONCESSIONS	93491	650.8906.3135	CONCESSION SUPPLI	218.39	218.39
06/01/2017	42564	CONCESSIONS	93552	535.4414.3135	CONCESSION SUPPLI	650.34	650.34
06/01/2017	42564	CONCESSIONS	93562	535.4414.3135	CONCESSION SUPPLI	599.71	599.71
06/01/2017	42564	CONCESSIONS	93620	535.4414.3135	CONCESSION SUPPLI	72.75-	72.75-
06/01/2017	42564	CONCESSIONS	93656	535.4414.3135	CONCESSION SUPPLI	18.98	18.98
Total HEWETT WHOLESALE INC:							1,588.14
HOCKEN CONSTRUCTION LLC							
06/01/2017	42565	CEILING REPAIR	MASON CIT	010.6501.2190	REPAIRS AND MAINT	120.00	120.00
Total HOCKEN CONSTRUCTION LLC:							120.00
HOLMES, JODY L							
06/01/2017	42566	SHELTER CLEAN - MAY 2	MAY 2017	020.4306.3035	OTHER SUPPLIES	700.00	700.00

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Total HOLMES,JODY L:							700.00
HY-VEE #7056							
06/01/2017	42567	CONCESSIONS: LIQ	923	650.8906.3135	CONCESSION SUPPLI	149.33	149.33
Total HY-VEE #7056:							149.33
IDNR							
06/01/2017	42568	#3726 PWS	2017 B	610.8121.2030	DUES & PUBLICATION	60.00	60.00
Total IDNR:							60.00
INTERSTATE MOTOR TRUCKS							
06/01/2017	42569	THERMO CLAMP	3020630	110.2107.2140	M/E REPAIRS	225.93	225.93
06/01/2017	42569	AIR FILTER, CAB FILTER	3020882	110.2107.3044	M/E SUPPLIES	152.88	152.88
06/01/2017	42569	FLUID	3020883	110.2107.3044	M/E SUPPLIES	257.46	257.46
06/01/2017	42569	LOW POWER REPAIR	306749	110.2107.2140	M/E REPAIRS	2,199.56	2,199.56
Total INTERSTATE MOTOR TRUCKS:							2,835.83
IOWA CELL PHONES & REPAIR							
06/01/2017	42570	MC MICRO FUNDING	222177	010.6101.3990	MISCELLANEOUS EXP	630.00	630.00
Total IOWA CELL PHONES & REPAIR:							630.00
IOWA STATE UNIVERSITY							
06/01/2017	42571	CERT FEES	1638	010.1501.2080	EDUCATION AND TRAI	100.00	100.00
Total IOWA STATE UNIVERSITY:							100.00
J & J MACHINING WELDING							
06/01/2017	42572	ROD	45741	110.2107.2140	M/E REPAIRS	8.32	8.32
06/01/2017	42572	PIPE	45804	110.2107.2140	M/E REPAIRS	87.85	87.85
Total J & J MACHINING WELDING:							96.17
JOHNSON SANITARY PRODUCTS							
06/01/2017	42573	ROLL TOWELS	185540	010.6501.3060	SUPPLIES & LAUNDRY	30.99	30.99
06/01/2017	42573	SCRUBS	185547	600.8042.3590	MATERIAL	162.24	162.24
06/01/2017	42573	TOWEL DISPENSERS, T	185555	010.6501.3060	SUPPLIES & LAUNDRY	84.89	84.89
Total JOHNSON SANITARY PRODUCTS:							278.12
JOHNSON,DAVID							
06/01/2017	42574	CELL PHONE REIMB	JUNE 2017	660.1508.2040	PHONE EXPENSE	30.00	30.00
Total JOHNSON,DAVID:							30.00
KABRICK DISTRIBUTING							
06/01/2017	42575	CONCESSIONS	58886	650.8906.3135	CONCESSION SUPPLI	310.45	310.45
Total KABRICK DISTRIBUTING:							310.45
KEYSTONE LABORATORIES							
06/01/2017	42576	TESTING	1A01348	600.8001.3990	MISCELLANEOUS EXP	374.00	374.00

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Total KEYSTONE LABORATORIES:							374.00
KINECT ENERGY GROUP							
06/01/2017	42577	CITY HALL	259718	010.6501.2160	GAS & ELECTRICITY	1,067.33	1,067.33
06/01/2017	42577	FIRE DEPT	259718	010.1502.2160	GAS & ELECTRICITY	553.12	553.12
06/01/2017	42577	FIRE DEPT	259718	660.1508.2160	GAS & ELECTRICITY	138.28	138.28
06/01/2017	42577	POLICE DEPT	259718	010.1103.2160	GAS & ELECTRICITY	345.16	345.16
06/01/2017	42577	OPERATIONS & MAINT	259718	110.2109.2160	GAS & ELECTRICITY	442.98	442.98
06/01/2017	42577	PUBLIC LIBRARY	259718	030.4101.2160	GAS & ELECTRICITY	310.40	310.40
06/01/2017	42577	WATER TREATMENT	259718	600.8001.2160	GAS & ELECTRICITY	693.74	693.74
06/01/2017	42577	WTRTMT OLD PLANT	259718	600.8001.2160	GAS & ELECTRICITY	149.57	149.57
06/01/2017	42577	MONTHLY MANG FEE - J	260177	010.6501.2160	GAS & ELECTRICITY	115.00	115.00
06/01/2017	42577	MONTHLY MANG FEE - J	260177	010.1502.2160	GAS & ELECTRICITY	115.00	115.00
06/01/2017	42577	MONTHLY MANG FEE - J	260177	010.1103.2160	GAS & ELECTRICITY	115.00	115.00
06/01/2017	42577	MONTHLY MANG FEE - J	260177	030.4101.2160	GAS & ELECTRICITY	115.00	115.00
06/01/2017	42577	MONTHLY MANG FEE - J	260177	600.8001.2160	GAS & ELECTRICITY	115.00	115.00
06/01/2017	42577	MONTHLY MANG FEE - J	260177	110.2109.2160	GAS & ELECTRICITY	115.00	115.00
Total KINECT ENERGY GROUP:							4,390.58
KOKAL, JOSEPH							
06/01/2017	42578	FESTIVAL ENTERTAINME	031617	040.4217.2637	SUMMER ARTS FESTI	700.00	700.00
Total KOKAL, JOSEPH:							700.00
KRAMER ACE HARDWARE							
06/01/2017	42579	CAULK	101838	110.2301.2190	REPAIRS AND MAINT	13.18	13.18
06/01/2017	42579	LP	101847	650.8908.3044	M/E SUPPLIES	35.98	35.98
06/01/2017	42579	COUPLER	101860	600.8001.2190	REPAIRS AND MAINT	13.18	13.18
06/01/2017	42579	UPS	101867	600.8001.2190	REPAIRS AND MAINT	12.70	12.70
06/01/2017	42579	HOSE	101876	610.8121.3110	MAINTENANCE MATE	2.79	2.79
06/01/2017	42579	SPRAY PAINT	101885	610.8121.3110	MAINTENANCE MATE	5.99	5.99
06/01/2017	42579	SCREWS	101913	610.8121.3110	MAINTENANCE MATE	1.90	1.90
Total KRAMER ACE HARDWARE:							85.72
KRUEGER,RANDY							
06/01/2017	42580	CERT RENEWAL	223142	600.8001.2080	EDUCATION AND TRAI	60.00	60.00
Total KRUEGER,RANDY:							60.00
KUPPINGER CONCRETE & CONSTRUCTION							
06/01/2017	42581	STREET REPAIR 17-53	4215	070.4504.4580	STREET CONSTRUCTI	750.00	750.00
Total KUPPINGER CONCRETE & CONSTRUCTION:							750.00
LARSON PRINTING CO							
06/01/2017	42582	B CARDS	56044	110.2105.3019	OFFICE SUPPLIES	60.00	60.00
06/01/2017	42582	SUMMER NEWSLETTER	56047	040.4212.2442	NEWS LETTER & ANN	299.52	299.52
Total LARSON PRINTING CO:							359.52
LEDoux SIGNS							
06/01/2017	42583	MC DECAL	17052209	020.4308.3044	M/E SUPPLIES	45.00	45.00

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Total LEDOUX SIGNS:							45.00
LITTLE CHICAGO PIZZA							
06/01/2017	42584	MC MICRO ENTP FUND	222178	010.6101.3990	MISCELLANEOUS EXP	1,481.38	1,481.38
Total LITTLE CHICAGO PIZZA:							1,481.38
MAGEE,SCOTT							
06/01/2017	42585	BEAUTIFICATION - TILLIN	05262017	020.4310.3035	OTHER SUPPLIES	260.00	260.00
Total MAGEE,SCOTT:							260.00
MALEK, ROBERT D							
06/01/2017	42586	FESTIVAL ENTERTAINME	031617	040.4217.2637	SUMMER ARTS FESTI	750.00	750.00
Total MALEK, ROBERT D:							750.00
MARTIN BROS DISTRIBUTING							
06/01/2017	42587	CONCESSIONS	6722886	650.8906.3135	CONCESSION SUPPLI	83.10	83.10
06/01/2017	42587	CONCESSIONS	6738149	650.8906.3135	CONCESSION SUPPLI	67.70	67.70
Total MARTIN BROS DISTRIBUTING:							150.80
MARTIN MARIETTA							
06/01/2017	42588	KIWANIS PARK	20360594	020.4304.4682	KIWANIS PARK	190.31	190.31
06/01/2017	42588	ROAD ROCK	20394971	600.8002.3110	MAINTENANCE MATE	329.67	329.67
Total MARTIN MARIETTA:							519.98
MASON CITY FORD LINCOLN MERCURY							
06/01/2017	42589	BATTERY	95309	010.1102.2140	M/E REPAIRS	150.55	150.55
06/01/2017	42589	TURN SIGNAL	95362	010.1102.2140	M/E REPAIRS	344.41	344.41
Total MASON CITY FORD LINCOLN MERCURY:							494.96
MASON CITY TIRE SERVICE							
06/01/2017	42590	TIRE REPLSMT	76473	600.8001.2190	REPAIRS AND MAINT	208.04	208.04
Total MASON CITY TIRE SERVICE:							208.04
MEDIACOM							
06/01/2017	42591	WIFI 8384960010090649	0524-062317	020.4410.3130	CAMPGROUND SUPPL	211.35	211.35
06/01/2017	42591	HDTV 8383960010027204	0601-063020	650.8901.3035	OTHER SUPPLIES	12.14	12.14
Total MEDIACOM:							223.49
MEDLIN, JAMEY							
06/01/2017	42592	CELL PHONE REIMB	JUNE 2017	010.1502.2040	PHONE EXPENSE	30.00	30.00
Total MEDLIN, JAMEY:							30.00
MENARDS							
06/01/2017	42593	WEED KILLER, MOSS	47764	535.4401.3035	OTHER SUPPLIES	68.55	68.55
06/01/2017	42593	SPRAY	48909	010.6501.2190	REPAIRS AND MAINT	18.54	18.54
06/01/2017	42593	BOLTS, ELBOW	48996	600.8001.2190	REPAIRS AND MAINT	24.68	24.68
06/01/2017	42593	LITES	49000	530.4401.3035	OTHER SUPPLIES	7.97	7.97

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
06/01/2017	42593	BLEACH, ROPE, HOOKS	49005	535.4401.3035	OTHER SUPPLIES	68.87	68.87
06/01/2017	42593	BROOM	49043	535.4401.3035	OTHER SUPPLIES	14.03	14.03
06/01/2017	42593	WASHERS, PULL	49087	535.4401.3035	OTHER SUPPLIES	31.72	31.72
06/01/2017	42593	NUTSET, PIPE	49097	530.4401.3035	OTHER SUPPLIES	51.62	51.62
06/01/2017	42593	DOWEL, WASHERS, TAP	49190	535.4401.3035	OTHER SUPPLIES	68.62	68.62
06/01/2017	42593	LITES, BROOM	49385	020.4401.3019	OFFICE SUPPLIES	51.37	51.37
06/01/2017	42593	VALVE, BULBS	49757	600.8001.2190	REPAIRS AND MAINTENANCE	47.51	47.51
Total MENARDS:							453.48
MERCY MEDICAL CENTER-NORTH IA							
06/01/2017	42594	LAUNDRY	8625	010.1103.3060	SUPPLIES & LAUNDRY	119.01	119.01
Total MERCY MEDICAL CENTER-NORTH IA:							119.01
MIDWEST NORTH IOWA JANITORIAL							
06/01/2017	42595	MAY 2017 JANITORIAL	3866	010.6501.2470	CUSTODIAN EXPENSE	3,917.33	3,917.33
Total MIDWEST NORTH IOWA JANITORIAL:							3,917.33
MUNICIPAL PIPE TOOL CO							
06/01/2017	42596	COLLECTION SYSTEM M PAY 4		610.8125.4530	INFILTRATION STUDY	20,477.16	20,477.16
Total MUNICIPAL PIPE TOOL CO:							20,477.16
MURPHY SANDBLAST ENGRAVING							
06/01/2017	42597	ENGRAVING	052217	070.4501.3350	ENGRAVING	1,375.00	1,375.00
Total MURPHY SANDBLAST ENGRAVING:							1,375.00
NAPA AUTO PARTS							
06/01/2017	42598	WASHER FLUID	121853	010.1102.2140	M/E REPAIRS	4.88	4.88
06/01/2017	42598	OIL FILTER	122675	010.1102.2140	M/E REPAIRS	7.29	7.29
06/01/2017	42598	OIL FILTER	123489	010.1102.2140	M/E REPAIRS	7.29	7.29
06/01/2017	42598	OIL FILTER	123490	110.2107.3044	M/E SUPPLIES	63.05	63.05
06/01/2017	42598	OIL FILTER	123491	600.8001.2190	REPAIRS AND MAINTENANCE	3.41	3.41
06/01/2017	42598	HOSE	123896	110.2107.3044	M/E SUPPLIES	25.37	25.37
Total NAPA AUTO PARTS:							111.29
NATIONAL ELEVATOR INSPECTION SERV INC							
06/01/2017	42599	INSPECT ELEVATOR	0273120	040.4223.2201	ELEVATOR MAINTENANCE	65.00	65.00
Total NATIONAL ELEVATOR INSPECTION SERV INC:							65.00
NIACC							
06/01/2017	42600	CEU'S KLIPPING	44765	610.8121.2080	EDUCATION AND TRAINING	60.00	60.00
Total NIACC:							60.00
NOLTING, GREG							
06/01/2017	42601	TANK REMOVAL 17-03	052717	010.1103.4510	BUILDING IMPROVEMENT	2,850.00	2,850.00
Total NOLTING, GREG:							2,850.00
NORTH IOWA CORRIDOR EDC							
06/01/2017	42602	ANNUAL MTG	BOOKMEYE	010.6101.2060	TRAVEL AND CONFERENCE	25.00	25.00

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
Total NORTH IOWA CORRIDOR EDC:							25.00
OFFICE ELEMENTS							
06/01/2017	42603	SHEETS	139886-0	020.4401.3019	OFFICE SUPPLIES	20.72	20.72
06/01/2017	42603	ENVELOPES	140159-0	020.4401.3019	OFFICE SUPPLIES	7.99	7.99
Total OFFICE ELEMENTS:							28.71
OLSON, JOSH							
06/01/2017	42604	CERTIFICATION	BASEBALL	020.4408.3990	MISCELLANEOUS EXP	20.00	20.00
Total OLSON, JOSH:							20.00
O'REILLY AUTO PARTS							
06/01/2017	42605	ANTIFREEZE	295756	070.4504.2140	M/E REPAIRS	13.71	13.71
Total O'REILLY AUTO PARTS:							13.71
OSAGE COMMUNITY SCHOOLS							
06/01/2017	42606	BUS SUBSIDY - 5/16 TRIP	051617	040.4222.2673	TRANSIT SUBSIDY	120.00	120.00
Total OSAGE COMMUNITY SCHOOLS:							120.00
OVERHEAD DOOR CO OF MASON CITY							
06/01/2017	42607	BROKEN SPRING	126465-000	110.2109.2190	REPAIRS AND MAINT	468.00	468.00
Total OVERHEAD DOOR CO OF MASON CITY:							468.00
PEPSI-COLA GENERAL BOTTLERS							
06/01/2017	42608	CONCESSIONS	67169082	535.4414.3135	CONCESSION SUPPLI	66.56	66.56
06/01/2017	42608	CONCESSIONS	85430762	535.4414.3135	CONCESSION SUPPLI	1,208.08	1,208.08
Total PEPSI-COLA GENERAL BOTTLERS:							1,274.64
PETRO BLEND CORP							
06/01/2017	42609	INJEX GALLON	00156585	020.4308.3044	M/E SUPPLIES	23.54	23.54
Total PETRO BLEND CORP:							23.54
PETTY CASH - AMBULANCE							
06/01/2017	42610	TRANSFER - MEALS	042817	660.1507.2060	TRAVEL AND CONFER	8.32	8.32
06/01/2017	42610	TRANSFER - MEALS	051717	660.1507.2060	TRAVEL AND CONFER	55.09	55.09
06/01/2017	42610	TRANSFER - MEALS	051917	660.1507.2060	TRAVEL AND CONFER	28.38	28.38
06/01/2017	42610	TRANSFER - MEALS	052317	660.1507.2060	TRAVEL AND CONFER	41.96	41.96
06/01/2017	42610	TRANSFER - MEALS	052417	660.1507.2060	TRAVEL AND CONFER	21.76	21.76
06/01/2017	42610	KEY	052617	660.1507.3019	OFFICE SUPPLIES	3.74	3.74
Total PETTY CASH - AMBULANCE:							159.25
PLUMB SUPPLY							
06/01/2017	42611	PLUG	4522879	020.4490.2150	BUILDING REPAIRS A	8.37	8.37
06/01/2017	42611	PLUG	4530085	020.4490.2150	BUILDING REPAIRS A	26.85	26.85
06/01/2017	42611	TEE, BUSHING	4564571	020.4490.2150	BUILDING REPAIRS A	45.32	45.32
Total PLUMB SUPPLY:							80.54

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
POSTMASTER							
06/01/2017	42612	PERMIT #35	060117	600.8011.2300	POSTAGE	5,000.00	5,000.00
Total POSTMASTER:							5,000.00
PRICE, DUSTIN J							
06/01/2017	42613	OVPLYMT ON FINAL	157546003	610.8121.5510	REFUND	22.60	22.60
Total PRICE, DUSTIN J:							22.60
PRINTING SERVICES INC.							
06/01/2017	42614	COLORED PAPER FOR C	640132-0	040.4211.3019	OFFICE SUPPLIES	128.92	128.92
06/01/2017	42614	COLORED PAPER FOR C	640132-1	040.4211.3019	OFFICE SUPPLIES	11.72	11.72
06/01/2017	42614	50,000 UTILITY FORMS	641261-0	600.8011.3019	OFFICE SUPPLIES	1,312.06	1,312.06
06/01/2017	42614	WINDOW ENVELOPES - 1	641502-0	010.6206.3019	OFFICE SUPPLIES	470.17	470.17
06/01/2017	42614	LOGO ENVELOPES - 5,00	641503-0	010.6206.3019	OFFICE SUPPLIES	503.67	503.67
Total PRINTING SERVICES INC.:							2,426.54
QUILL CORPORATION							
06/01/2017	42615	PENS, COPY PAPER	7031361	660.1507.3019	OFFICE SUPPLIES	239.83	239.83
Total QUILL CORPORATION:							239.83
REINHART FOODSERVICE							
06/01/2017	42616	CONCESSIONS	708835	530.4401.3035	OTHER SUPPLIES	98.02	98.02
Total REINHART FOODSERVICE:							98.02
RIVER CITY AUTO SUPPLY							
06/01/2017	42617	BRAKES	456020	010.1102.2140	M/E REPAIRS	60.61	60.61
06/01/2017	42617	ROTOR ASSY	522588	010.1102.2140	M/E REPAIRS	90.06	90.06
Total RIVER CITY AUTO SUPPLY:							150.67
RIVER CITY COMMUNICATIONS							
06/01/2017	42618	CONNECTIONS/CC	82060	650.8906.2150	BUILDING REPAIRS A	103.00	103.00
06/01/2017	42618	FIRE TEST	82190	650.8906.2150	BUILDING REPAIRS A	170.00	170.00
Total RIVER CITY COMMUNICATIONS:							273.00
SCHILLER,MATTHEW J							
06/01/2017	42619	CONTRACTUAL	JUNE 2017	660.1507.2740	PROFESSIONAL SERV	1,500.00	1,500.00
Total SCHILLER,MATTHEW J:							1,500.00
SIOUXLAND PARAMEDICS INC							
06/01/2017	42620	AMB RUN	MAY 2017	660.1507.5511	SERVICE EXPENSES	770.00	770.00
Total SIOUXLAND PARAMEDICS INC:							770.00
SKYBLUE SOLUTIONS							
06/01/2017	42621	PHONE - LIBRARY	10344519	030.4101.2040	PHONE EXPENSE	73.38	73.38
06/01/2017	42621	PHONE - AC	10344519	010.1901.2040	PHONE EXPENSE	76.23	76.23
06/01/2017	42621	PHONE - YTF	10344519	010.3900.2040	PHONE EXPENSE	73.27	73.27
06/01/2017	42621	PHONE - RECREATION	10344519	020.4401.2040	PHONE EXPENSE	115.04	115.04
06/01/2017	42621	PHONE - WATER SUPPL	10344519	600.8001.2040	PHONE EXPENSE	73.16	73.16

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
06/01/2017	42621	PHONE - AMBULANCE	10344519	660.1508.2040	PHONE EXPENSE	63.17	63.17
06/01/2017	42621	PHONE - STREET	10344519	110.2105.2040	PHONE EXPENSE	36.58	36.58
06/01/2017	42621	PHONE - POOL	10344519	020.4490.2040	PHONE EXPENSE	79.16	79.16
06/01/2017	42621	PHONE - CAMPGROUND	10344519	020.4410.2040	PHONE EXPENSE	36.58	36.58
06/01/2017	42621	LD - YTF	10344519	010.3900.2040	PHONE EXPENSE	5.01	5.01
06/01/2017	42621	LD - RECREATION	10344519	020.4401.2040	PHONE EXPENSE	5.04	5.04
06/01/2017	42621	LD - STREET	10344519	110.2105.2040	PHONE EXPENSE	.14	.14
06/01/2017	42621	LD - LIBRARY	10344519	030.4101.2040	PHONE EXPENSE	2.16	2.16
06/01/2017	42621	LD - AMBULANCE	10344519	660.1508.2040	PHONE EXPENSE	.02	.02
06/01/2017	42621	LD - AC	10344519	010.1901.2040	PHONE EXPENSE	5.78	5.78
06/01/2017	42621	INSTATE CONNECTION F	10344519	010.6900.2040	PHONE EXPENSE	1.99	1.99
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.1701.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.1911.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.1901.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.1701.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.3802.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.5801.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6101.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6101.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6105.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6105.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6201.2040	PHONE EXPENSE	14.43	14.43
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6201.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6201.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6201.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6201.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6204.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6204.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6204.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6206.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6206.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.5401.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.2601.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.2601.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.2601.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.2601.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.2601.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6401.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6401.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.1911.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.1901.3035	OTHER SUPPLIES	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.5401.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.1911.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.5401.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	600.8011.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	600.8011.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	600.8011.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6110.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	T1 MONTHLY JUNE CHA	10344519	010.6110.2040	PHONE EXPENSE	14.47	14.47
06/01/2017	42621	FIRE	10344519	010.1501.3035	OTHER SUPPLIES	32.93	32.93
06/01/2017	42621	WATER	10344519	600.8011.2110	COMPUTER EXPENSE	4.94	4.94
06/01/2017	42621	FINANCE	10344519	010.6201.2740	PROFESSIONAL SERV	11.52	11.52
06/01/2017	42621	DP	10344519	010.6201.2740	PROFESSIONAL SERV	3.29	3.29
06/01/2017	42621	CLERK	10344519	010.6204.3019	OFFICE SUPPLIES	4.94	4.94
06/01/2017	42621	H RES	10344519	010.6401.2740	PROFESSIONAL SERV	3.29	3.29
06/01/2017	42621	MAYOR	10344519	010.6101.3019	OFFICE SUPPLIES	3.29	3.29
06/01/2017	42621	CITY AD	10344519	010.6105.2740	PROFESSIONAL SERV	4.94	4.94

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
06/01/2017	42621	ENG	10344519	010.2601.2740	PROFESSIONAL SERV	16.46	16.46
06/01/2017	42621	HOUSING	10344519	010.6900.3990	MISCELLANEOUS EXP	6.59	6.59
06/01/2017	42621	CD	10344519	010.5401.2740	PROFESSIONAL SERV	8.23	8.23
06/01/2017	42621	INSP	10344519	010.1701.2740	PROFESSIONAL SERV	1.65	1.65
06/01/2017	42621	ELEC	10344519	010.1904.3019	OFFICE SUPPLIES	1.65	1.65
06/01/2017	42621	PLBG	10344519	010.1907.2740	PROFESSIONAL SERV	1.65	1.65
06/01/2017	42621	POLICE	10344519	010.1101.2110	COMPUTER EXPENSE	67.51	67.51
06/01/2017	42621	HEALTH	10344519	010.3401.2040	PHONE EXPENSE	1.65	1.65
06/01/2017	42621	LIBRARY	10344519	030.4101.2040	PHONE EXPENSE	6.59	6.59
06/01/2017	42621	REC	10344519	020.4401.2040	PHONE EXPENSE	9.88	9.88
06/01/2017	42621	NBH SPEC	10344519	010.1911.2040	PHONE EXPENSE	3.29	3.29
06/01/2017	42621	ATTORNEY	10344519	010.6401.3990	MISCELLANEOUS EXP	1.65	1.65
06/01/2017	42621	ANIMAL CON	10344519	010.1901.3035	OTHER SUPPLIES	3.29	3.29
06/01/2017	42621	HIGHLAND GOLF	10344519	650.8901.2040	PHONE EXPENSE	4.94	4.94
06/01/2017	42621	WTR TREATMENT	10344519	600.8001.2040	PHONE EXPENSE	11.53	11.53
06/01/2017	42621	O & M	10344519	110.2105.2040	PHONE EXPENSE	13.17	13.17
06/01/2017	42621	WASTE WATER	10344519	610.8121.2040	PHONE EXPENSE	8.23	8.23
06/01/2017	42621	ANIMAL SHELTER	10344519	010.1901.2040	PHONE EXPENSE	1.65	1.65
06/01/2017	42621	MC YTF	10344519	010.3900.2040	PHONE EXPENSE	13.17	13.17
06/01/2017	42621	CEMETERY	10344519	070.4501.2040	PHONE EXPENSE	3.29	3.29
06/01/2017	42621	MUSEUM	10344519	040.4211.3990	MISCELLANEOUS EXP	16.46	16.46
06/01/2017	42621	BLUE ZONE	10344519	010.6110.3990	MISCELLANEOUS EXP	8.23	8.23
Total SKYBLUE SOLUTIONS:							1,476.43
SNAP ON TOOLS							
06/01/2017	42622	SOCKET	0525173300	820.9601.3260	SHOP SUPPLIES	52.25	52.25
Total SNAP ON TOOLS:							52.25
TIERNEY HOLDING LLC							
06/01/2017	42623	JUNE RENT	62	010.1101.3990	MISCELLANEOUS EXP	650.00	650.00
Total TIERNEY HOLDING LLC:							650.00
TITAN MACHINERY ACCESS ACCT							
06/01/2017	42624	SWITCH	9363611GP	110.2107.2140	M/E REPAIRS	42.53	42.53
Total TITAN MACHINERY ACCESS ACCT:							42.53
TOTAL FILTRATION SERVICES INC							
06/01/2017	42625	FILTERS	PSV1639442	600.8001.3175	FILTERS	8,724.24	8,724.24
TOTAL FILTRATION SERVICES INC:							8,724.24
TRACTOR SUPPLY COMPANY							
06/01/2017	42626	TRI BALL	200341290	110.2107.3044	M/E SUPPLIES	49.99	49.99
06/01/2017	42626	SPRING, LINKS	200344906	110.2107.3044	M/E SUPPLIES	35.53	35.53
Total TRACTOR SUPPLY COMPANY:							85.52
ULINE							
06/01/2017	42627	TUBE	87220789	660.1509.3070	MEDICAL SUPPLIES	138.96	138.96
06/01/2017	42627	BAGS	87221069	660.1509.3070	MEDICAL SUPPLIES	42.46	42.46
Total ULINE:							181.42

Check Issue Date	Check Number	Description	Invoice Number	GL Acct	GL Acct Title	Invoice Amount	Check Amount
UNI-ART MARKETING & DISTRIB							
06/01/2017	42628	SHOP INVENTORY FOR	1672	040.4218.2447	RESALE PURCHASES	237.10	237.10
Total UNI-ART MARKETING & DISTRIB:							237.10
UNITED BEVERAGE							
06/01/2017	42629	CONCESSIONS	W-1113802	650.8906.3135	CONCESSION SUPPLI	242.60	242.60
Total UNITED BEVERAGE:							242.60
UNITED L.P. COMPANY							
06/01/2017	42630	1000 LP @ 1.06	60580	610.8121.2160	GAS & ELECTRICITY	1,060.00	1,060.00
Total UNITED L.P. COMPANY:							1,060.00
VANOUS,PAUL							
06/01/2017	42631	CELL PHONE REIMB	JUNE 2017	610.8121.2040	PHONE EXPENSE	30.00	30.00
Total VANOUS,PAUL:							30.00
VERIZON WIRELESS-LERT B							
06/01/2017	42632	INVESTIGATION	170113031	010.1101.2110	COMPUTER EXPENSE	100.00	100.00
06/01/2017	42632	INVESTIGATION	170113037	010.1101.2110	COMPUTER EXPENSE	100.00	100.00
Total VERIZON WIRELESS-LERT B:							200.00
WARNER,CRAIG							
06/01/2017	42633	WINCH CONTROL	222980	660.1509.2140	M/E REPAIRS	54.64	54.64
Total WARNER,CRAIG:							54.64
WASTE MANAGEMENT							
06/01/2017	42634	MAY MAINT	6565815	020.4306.2740	PROFESSIONAL SERV	117.66	117.66
06/01/2017	42634	LATE FEE	6565815	020.4306.2740	PROFESSIONAL SERV	5.00-	5.00-
06/01/2017	42634	SALES TAX EXEMPT	6565815	020.4306.2740	PROFESSIONAL SERV	6.32-	6.32-
06/01/2017	42634	SALES TAX EXEMPT	6565815	020.4306.2740	PROFESSIONAL SERV	1.05-	1.05-
Total WASTE MANAGEMENT:							105.29
WATERLOO TENT & TARP COMPANY							
06/01/2017	42635	POOL IMPROVEMENTS	56063	121.4350.4644	SITE IMPROVEMENTS	10,265.39	10,265.39
Total WATERLOO TENT & TARP COMPANY:							10,265.39
WOOD,BARB							
06/01/2017	42636	CELL PHONE REIMB	JUNE 2017	610.8121.2040	PHONE EXPENSE	30.00	30.00
Total WOOD,BARB:							30.00
Grand Totals:							451,339.59

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

Dated: _____

Approved by: _____

City of Mason City
City Clerk

Memorandum

From: Brent Trout, City Administrator

Date: June 6, 2017

RE: Permits

Recommendation:

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

Bills BBQ
215 S. Madison

Class B Beer, Class B Native Wine

Walgreens
1251 4th Street SW.

Class B Beer/C Beer/E Liquor

Walmart
4151 4th Street SW

Class B Beer/C Beer/E Liquor

Northwestern Steakhouse
304 16th NW

Class C Liquor License

New: Mills Fleet Farm (Main Store)
3200 4th Street S.W.

Class C Beer, Class B Wine

Main Street Mason City
9 North Federal Avenue

Class B Beer/Outdoor Service

Transfer: Main Street Mason City June 16, 2017, July 28, 2017, August 18, 2017 and September 15, 2017

Transfer: Burkes Bar and Grill (631 6th Street S.W.) to the Greek Orthodox Church - June 17th, 2017

Council Action Requested:

Approve the recommendation.



Reviewed and Recommend Approval

City of Mason City
Mayor

Memorandum

From: Eric Bookmeyer, Mayor
Date: June 6, 2017
RE: Appointments/Reappointments to Boards and Commissions

The council is asked to confirm the following individuals to the appropriate boards and commissions. Applications are on file in the Clerks office.

<u>Name</u>	<u>Board or Commission</u>	<u>Reappt./New</u>	<u>Term</u>
Julie Marie Kim	MacNider Art Museum	Reappt	2023

/s/Eric Bookmeyer

Reviewed and Recommend Approval

Diana L. Black

From: Eric Bookmeyer
Sent: Wednesday, May 24, 2017 10:22 AM
To: Diana L. Black
Cc: Edith Blanchard
Subject: RE: Application for Appointment - Kim

Lets reappoint Julie.

From: Diana L. Black
Sent: Wednesday, May 24, 2017 8:40 AM
To: Eric Bookmeyer
Cc: Edith Blanchard
Subject: FW: Application for Appointment - Kim

From: FormBuilder@MunicipalNotices.com [<mailto:FormBuilder@MunicipalNotices.com>]
Sent: Tuesday, May 23, 2017 7:54 PM
To: Diana L. Black; Pamela Stecker
Subject: Application for Appointment

Form Information:

Form URL:
<http://www.masoncity.net/forms.aspx?fid=517&catid=482>

Form Name:
Application for Appointment

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

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

User Submitted Content:

Name (First, Middle, Last):
Julie Marie Kim

Address:
7 Woodbine Rd

Home Phone:
641-420-5204

Business Phone:
641-420-5204

Email Address:
julie.kim@mchsi.com

Occupation:
graphic designer

Education:
BFA graphic design, ISU

Why do you want to serve on a Mason City Board or Commission?

I have always had a strong connection with the MacNider Art Museum and serving on the board for the better part of the past year has strengthened that relationship for me. It has been a privilege and honor to be involved in many of the important decisions regarding the future of the museum and how it will remain a relevant and important staple of the Mason City community. I believe my background and experience as an avid volunteer in the Mason City community and as a frequent visitor and volunteer at MacNider provides me with the necessary insight to help the museum grow and improve.

List organizations you have participated. Include offices and position

MacNider Art Museum Board of Directors Mason City Chamber of Commerce Mason City High School Instrumental Music Boosters Mason City Athletic Boosters - Cross Country chair Mohawk Danzers Club - President The Zambia Project - Epiphany Parish

Please place a check next to the Mason City boards and commissions on which you would be willing to
Museum Board (6 year term starting July 1) |

Sent from IP Address: 173.26.28.14

**City of Mason City
Fire Department**

Memorandum

To: Brent Trout, City Administrator
From: Al Dyer, Fire Chief
Date: June 1, 2017
RE: Recommendation to Appoint Administrative Assistant (Fire Dept)

Recommendation:

Council approval of the appointment of Yeni Klemesrud to the position of Administrative Assistant in the Fire Department at the June 6, 2017 Council Meeting.

Review:

The position of Administrative Assistant in the Fire Department was vacated with the resignation of Jo Beck. We received 151 applications for the position. An interview team made up of Chief Dyer, Deputy Chiefs Doug Janssen, Dave Johnson and Jamie Medlin, Assistant to the City Administrator Pam Stecker, and Human Resources Director Perry Buffington interviewed the top eight candidates for the position. From the finalists, I selected Yeni Klemesrud for the position of Administrative Assistant. Currently Ms. Klemesrud works in an administrative role within the Development Services Department. Ms. Klemesrud has outstanding administrative skills and experience and a strong passion for the Fire Service. Her starting salary will be Level 10, Step 1, at \$18.85 per hour.

Budget Impact:

None. The position is included in the Operating Budget.

Council Action Requested:

Approve the appointment of Yeni Klemesrud to the position of Administrative Assistant at the June 6, 2017 Council Meeting.

Al Dyer, Jr.

Al Dyer, Jr., Fire Chief

Brent Trout

Reviewed and Recommend Approval

**City of Mason City
Fire Department**

Memorandum

To: Brent Trout, City Administrator
From: Al Dyer, Jr. Fire Chief
Date: June 1, 2017
RE: Reallocation of EMS CIP Funds

Recommendation:

The Fire Department has identified the imminent need for updated computer equipment that is not specified on the current fiscal year's budget. I would like to respectfully request that funds from other EMS CIP projects for FY 2017 be reallocated to purchase this equipment within the remaining fiscal year.

Review:

We have identified a need to replace the current tablets that are utilized for our EMS reporting software with a ruggedized, more appropriate tablet that can handle the rigors of our EMS responses. The tablets that are currently in use are showing their age, with many of the units missing keys, having cracked screens, etc. It is extremely important that these tablets remain functional, as the majority of our EMS revenue is generated from these devices and a delay in EMS revenue collection could impact the EMS funding source. In addition, upgraded tablets will come in line with our mobile data terminal plan that is in the development process, alongside local law enforcement and dispatch providers. My request includes a ruggedized tablet and sturdy vehicle mount for each tablet, as well as on-board charging and communication capabilities. The tablet and accompanying vehicle mount will be identical to the ones currently located in the MCPD vehicles and will bring the MCFD more in line with current EMS best practices. Also, the continuity between departments will insure better familiarity and repair capabilities with our IT staff.

Budget Impact:

City funds for this project have already been allocated and approved; therefore this item will not impact the budget.

Council Action Requested:

I would propose that we place a total of six tablet/mount combinations into the ambulances that MCFD currently maintains. According to a recent quotation from Mr. Echelbarger, the total cost for this project is \$25,000. At this time, we have two CIP projects for FY 2017 that are no longer appropriate due to warranty repairs and technology changes, and the funds allocated for these two projects will cover the cost of the tablets and mounts. As listed on the FY 2017 CIP project sheet, number 13 and 14 are no longer needed.

- Number 13, the purchase of a new Stryker ambulance cot for \$19,000 is no longer needed. One of our Stryker power cots was rebuilt recently under remaining factory warranty following some faulty electronic and mechanical issues, thus it is essentially new and will have an extended useful life.
- Number 14 is a request for hemoglobin monitors. At this time, the technology for reading hemoglobin levels in the pre-hospital environment has been challenged and the purchase of these meters, which have appeared on previous CIP plans, is no longer appropriate. In the event that this technology reemerges, our newly-purchased cardiac monitors have the same technology and can be configured for this function.

The allocated funds from these two projects equal \$24,500. This amount, coupled with item 16 for tablet/laptop replacement of \$2,600.00 will easily fund our request for the tablet/vehicle mount upgrade. I am in the process of working with Russ from IT to get the necessary price quotations from our vendors and will present them at the June 20th Council meeting.

Al Dyer, Jr. Fire Chief



Reviewed and Recommend Approval

City of Mason City
City Clerk Department

Memorandum

From: Brent Trout, City Administrator
Date: June 6, 2017
RE: Certify Charges to the County Treasurer for Collection

Recommendation:

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

Budget Impact:

None.

Council Action Requested:

Adopt Resolution.

Attachments:

None.



Reviewed and Recommend Approval

RESOLUTION NO. 17 –

A RESOLUTION LEVYING ASSESSMENTS FOR CHARGES ON
CERTAIN PROPERTIES AND THE CERTIFICATION OF SAME TO
THE COUNTY TREASURER FOR COLLECTION WITH PROPERTY
TAXES WITHIN THE CITY OF MASON CITY, IOWA

WHEREAS, the City of Mason City, Iowa, has caused charges on certain
properties in the City of Mason City, and

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

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

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

Section 1: That there is hereby levied a special assessment against the property
listed below for charges in the amount listed on the invoice rendered:

Billed For	Number/Date Of Invoice	Owner & Address	Parcel Number	Charges
Water-Utility Billing	351-1340-01 1/17/2014	Caleb Christensen 1620 N Hampshire Ave Mason City, IA 50401	070320202400	\$67.08
Water-Utility Billing	136-0180-17 2/23/17	Ronald Portis 1007 N Jackson Ave Mason City, IA 50401	070432801600	\$17.95
Water-Utility Billing	228-4000-01 1/17/17	Ace Adventures LLC 24 5th St SW Mason City, IA 50401	070942700900	\$617.02
Water-Utility Billing	212-2000-04 11/30/16	Joseph Siems & David Tate 921 Riverview Drive Nora Springs, IA 50458	0704282000800	\$96.60
Property Address: 1301 N Adams Ave				
Water-Meter Repair	16018 3/7/17	Paul A Bailey 643 4th St NE Mason City, IA 50401	071533002200	\$9.63
Property Address: 544 20th St SE				
Water-New Meter	16044 3/7/17	Aldin F Stecker 885 Briarstone Drive Mason City, IA 50401	071645201400	\$400.95
Property Address: 418 25th St SW				
Water-Service Fee	16021 3/7/17	Ace Adventures LLC 24 5th St SW	070942700900	\$53.50

Mason City, IA 50401

Water-Service Fee	16024 3/7/17	Robin & David Hughes 708 17th St SE Mason City, IA 50401	071525501900	\$53.50
Water-Service Fee	16030 3/7/17	Benjamin & Elizabeth A Patton 1 N 35th Street Clear Lake, IA 50428	071525300200	\$53.50
Property Address: 1508 S Hampshire Ave				
Water-Service Repair	16068 3/13/17	Jamie Lee Craig 620 4th St SW Mason City, IA 50401	070925302000	\$1,799.85
Water-Service Repair	16017 3/7/17	Rodney Wayne Deroos 1003 N Delaware Ave Mason City, IA 50401	070330300800	\$5,037.75
Water-Service Repair	16016 3/7/17	Joyce Ann Hart 1602 4th St SW Mason City, IA 50401	070825801900	\$1,709.22
General-Tree Removal	16073 3/16/17	Gus & Nancy Skarlis 255 Willowbrook Drive Mason City, IA 50401	070823200200	\$2,000.00
General-Property Cleanup	16082 3/29/17	Kimberley D Loftis 1301 Call Street Apt 4 Emmetsburg, IA 50536	071012801700	\$232.54
Property Address: 524 3rd St NE				
General-Demo	16074 3/17/17	Janette M Hazelett 215 E Walnut Manly, IA 50456	070443502500	\$17,885.00
Property Address: 716 N Federal Ave				
Rec-Snow Removal	16101 4/18/17	Ace Adventures LLC 24 5th St SW Mason City, IA 50401	070942700900	\$53.00
Rec-Snow Removal	16102 4/18/17	Jason Michael & Brenda Adams 24 N Willowgreen Court Mason City, IA 50401	070315102900	\$40.00
Property Address: 112 14th St NE				
Rec-Snow Removal	16105 4/18/17	Juan A Cervantes 1324 N Rhode Island Ave Mason City, IA 50401	070328001100	\$63.00
Rec-Snow Removal	16106 4/18/17	Caleb Christensen 1620 N Hampshire Ave	070320202400	\$40.80

Mason City, IA 50401

Rec-Snow Removal	16107 4/18/17	Christina J Dodge 17 2nd St NE Mason City, IA 50401 Property Address: 706 S Washington Ave	070947800700	\$57.60
Rec-Snow Removal	16108 4/18/17	Floyd & Betty Edgington 2413 Lark Ave Sheffield, IA 50475	070943000900	\$38.00
Rec-Snow Removal	16109 4/18/17	Floyd & Betty Edgington 2413 Lark Ave Sheffield, IA 50475	070943000800	\$41.00
Rec-Snow Removal	16110 4/18/17	Margaret Grant 1520 S Harding Ave Mason City, IA 50401	070315201000	\$55.00
Rec-Snow Removal	16062 3/7/17	Aaron & Megan Hermen 321 2nd St NW Mason City, IA 50401	070921000200	\$38.80
Rec-Snow Removal	16055 3/7/17	Iowa Yearly Meeting of Friends PO Box 703 Oskaloosa, IA 52577 Property Address: 527 N Kentucky Ave	070235200300	\$30.00
Rec-Snow Removal	16063 3/7/17	JAK Kitchens Inc 2210 16th Ave N Clear Lake, IA 50428 Property Address: 1519 4th St SW	070842600100	\$81.00
Rec-Snow Removal	16112 4/18/17	Jolene A Lund 404 N Jefferson Ave Mason City, IA 50401	070446401100	\$72.60
Rec-Snow Removal	16059 3/7/17	Rebecca Ransom & Joshua Pike 707 N Delaware Ave Mason City, IA 50401	070335201400	\$41.00
Rec-Snow Removal	16113 4/18/17	Silver Leaf Rentals LLC 20625 110th St Sheffield, IA 50475 Property Address: 718 N Van Buren Ave	070437801500	\$39.20
Rec-Snow Removal	15977 3/6/17	Jaquelyn Saewert 1020 N Delaware Ave Mason City, IA 50401	070330201500	\$63.80
Rec-Snow Removal	15979 3/6/17	Beau & Abigail Stringer 328 S Carolina Ave Mason City, IA 50401	071018201300	\$20.80

Rec-Snow Removal	16116 4/18/17	TF 20 PO Box12131 Des Moines, IA 50401 Property Address: 234 6th St SE	071030900500	\$59.40
Rec-Snow Removal	16117 4/18/17	Roberta J Vandewalker 16 13th St NW Mason City, IA 50401 Property Address: 1303 N Washington Ave	070428400600	\$54.80
General-Sidewalk Repair	15991 3/7/17	Paul A & Nancy E Bailey 643 4th St NE Mason City, IA 50401	071020201100	\$124.40
General-Sidewalk Repair	15985 3/7/17	Matthew G Burt 518 4th St NE Mason City, IA 50401	070337802200	\$1,026.30
General-Sidewalk Repair	16001 3/7/17	Calvin & Kimberly Dickson 1401 Main Ave Clear Lake, IA 50428 Property Address: 523 4th St NE	071012800700	\$497.60
General-Sidewalk Repair	15980 3/7/17	Troy & Denise Duryee 218 4th St NE Mason City, IA 50401	070336101000	\$466.50
General-Sidewalk Repair	15983 3/7/17	G8 Development Inc 4538 Cass Street San Diego, CA 92109	070337803500	\$1,523.90
General-Sidewalk Repair	15996 3/7/17	Randy L Ellwanger 543 4th St NE Mason City, IA 50401	071012801200	\$279.90
General-Sidewalk Repair	15995 3/7/17	Jonathan P Quinones 609 4th St NE Mason City, IA 50401	071020100300	\$699.75
General-Sidewalk Repair	15997 3/7/17	John & Kelly Fischer 1690 Red Ball Road Nora Springs, IA 50458 Property Address: 539 4th St NE	071012801100	\$217.70
General-Sidewalk Repair	15992 3/7/17	Tonja R Swanson 323 10th St NE Mason City, IA 50401 Property Address: 635 4th St NE	071020201000	\$345.21

General-Sidewalk Repair	15981 3/7/17	Ricky Dean True 1625 N Pennsylvania Ave Mason City, IA 50401 Property Address: 422 4th St NE	070337801700	\$746.40
General-Sidewalk Repair	15998 3/7/17	Jamie Trca & Jareese Williams 537 4th St NE Mason City, IA 50401	071012801000	\$133.73
General-Sidewalk Repair	15999 3/7/17	Jamie Trca & Jareese Williams 537 4th St NE Mason City, IA 50401	071012800900	\$373.20
General-Sidewalk Repair	16000 3/7/17	TF 13 CCSB PO Box 12131 Des Moines, IA 50312 Property Address: 527 4th St NE	071012800800	\$124.40

Section 2: That the City Clerk be and is hereby directed to certify to the County Treasurer a copy of this Resolution listing the properties and the amounts charged for said fees, to be placed upon the tax rolls for collection.

PASSED AND APPROVED this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

City of Mason City
City Administrator

Memorandum

To: The Honorable Mayor and City Council Members
From: Brent Trout, City Administrator
Date: June 2, 2017
RE: Wage Increases for Non-Bargaining Positions and Fixing Compensation for Certain Appointed Officials for Fiscal Year 2017-18 Effective July 1, 2017

Recommendation:

I respectfully recommend City Council approval of a 2.75% wage increase for non-bargaining employees for Fiscal Year 2017-18 and a resolution setting the compensation for certain appointed officials.

Review:

The City Council must set the wage adjustments for the non-bargaining employees prior to the beginning of Fiscal Year 2017-18. The City Council approved the FY 2018 budget which included a 2.75% wage increase for non-bargaining personnel. *Attached are the Wage and Salary Schedules for the non-bargaining employees and a resolution with the proposed compensation for certain appointed officials for Fiscal Year 2017-18.*

The pay increases in fiscal year 2017-18 for the bargaining units of the City are also set at a 2.75% increase for Police, Fire, and AFSCME, effective July 1, 2017.

Council Action Requested:

I respectfully recommend City Council approval of a 2.75% wage increase for non-bargaining employees for Fiscal Year 2017-18 and a resolution setting the compensation for certain appointed officials.

Attachments:

Wage and Salary Schedule for Non-Bargaining Employees

Resolution: Proposed Compensation for Certain Appointed Officials

Brent Trout

Brent Trout, City Administrator

WAGE SCHEDULE
City of Mason City
Effective July 1, 2017

1	12.48	12.63	12.78	12.96	13.07
2	13.07	13.29	13.42	13.56	13.78
3	13.78	13.92	14.13	14.27	14.45
4	14.45	14.65	14.81	15.00	15.16
5	15.16	15.35	15.56	15.73	15.91
6	15.91	16.14	16.33	16.53	16.73
7	16.73	16.90	17.15	17.32	17.58
8	17.58	17.77	18.01	18.21	18.44
9	18.44	18.67	18.91	19.11	19.37
10	19.37	19.58	19.85	20.07	20.33
11	20.33	20.57	20.84	21.10	21.33
12	21.33	21.62	21.89	22.13	22.39
13	22.39	22.69	22.99	23.26	23.51
14	23.51	23.84	24.09	24.42	24.70
15	24.70	25.01	25.31	25.64	25.93
16	25.93	26.26	26.55	26.91	27.23
17	27.23	27.56	27.90	28.25	28.57
18	28.57	28.92	29.29	29.67	30.01
19	30.01	30.41	30.75	31.13	31.54
20	31.54	31.94	32.33	32.71	33.10

WAGE SCHEDULE
City of Mason City
Effective July 1, 2017

LEVEL	STEP I	STEP II	STEP III	STEP IV	STEP V
21	18,075.20	18,803.20	19,489.60	20,259.20	20,987.20
22	21,236.80	22,172.80	23,025.60	23,878.40	24,731.20
23	25,001.60	26,062.40	27,040.00	27,996.80	29,016.00
24	29,473.60	30,596.80	31,803.20	32,988.80	34,195.20
25	34,548.80	36,004.80	37,440.00	38,833.60	40,248.00
26	40,726.40	42,369.60	44,012.80	45,697.60	47,320.00
27	47,902.40	49,795.20	51,812.80	53,726.40	55,702.40
28	56,368.00	58,614.40	60,902.40	63,252.80	65,520.00
29	66,372.80	69,014.40	71,676.80	74,380.80	76,980.80
30	78,000.00	81,161.60	84,302.40	87,526.40	90,625.60
31	90,833.60	94,536.00	98,196.80	101,899.20	105,580.80
32	106,912.00	111,217.60	115,502.40	119,849.60	124,217.60
33	125,736.00	130,811.20	135,907.20	141,065.60	146,140.80

RESOLUTION 17 –

A RESOLUTION FIXING COMPENSATION FOR CERTAIN
APPOINTED OFFICIALS FOR FISCAL YEAR 2017/2018,
EFFECTIVE JULY 1, 2017

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

Section 1: That the compensation of the following appointed officials of the City
of Mason City, Iowa, for the fiscal year 2017/2018 effective July 1, 2017 shall be at the rate set
out opposite each of said designated titles, as follows:

Operations & Maintenance Director	\$119,849.60
Finance Director	\$119,849.60
City Engineer	\$101,899.20
Development Services Director	\$ 98,196.80
Fire Chief	\$ 98,196.80
Police Chief	\$ 98,196.80
Deputy City Clerk	\$ 65,520.00
Recreation Director	\$ 71,676.80

Section 2: That all resolutions or parts of resolutions in conflict with the
provisions of this Resolution are hereby repealed.

Section 3: If any section, provision, or part of this Resolution shall be adjudged to
be invalid or unconstitutional, such adjudication shall not affect the validity of the Resolution a
whole, or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section 4: This resolution shall be in full force and effect upon its final passage,
approval and publication as required by law.

PASSED AND APPROVED this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

10
BOT

City of Mason City
Development Services Dept.

Memorandum

To: Brent Trout, City Administrator
From: Tricia Sandahl, City Planner/Planning and Zoning Manager
Through: Steven J. Van Steenhuyse, Development Services Director *SV*
Date: May 30, 2017, for the Council Meeting of June 6, 2017
RE: Encroachment Permit, Friday Night Live

Recommendation:

Staff recommends approval of an encroachment permit for an outdoor service area for four Friday Night Live events hosted by Main Street Mason City in and near Central Park, subject to the conditions outlined below and contained in the attached resolution. The encroachment would be valid June 16, 2017, July 28, 2017, August 18, 2017, and September 15, 2017. The location of the encroachments and the associated dates are shown on the attached map.

Review:

Main Street Mason City is requesting approval of an encroachment permit for a beer garden for four Friday Night Live events. In previous years, MSMC has hosted three Friday Night Live events; last year a fourth date was added as part of the Great River City Festival. This year, they will again be hosting four events. The encroachment will allow the placement of the Muse Norris stage on Federal Avenue; it would also allow patrons of the event to carry alcoholic beverages into the closed portion of the street near the stage. The encroachment area will be closed to traffic by barricades. Friday Night Live events will be held on June 16, July 28, August 18 and September 15 this year. The permit would only be valid from 10 am to midnight on those dates. An insurance certificate listing the City as an alternate insured has been provided and is attached.

The boundaries of the encroachment areas have changed slightly this year to encompass the full Friday Night Live event. In prior years, the encroachment area was limited to Federal Avenue only. This year, the events in June, July and September

include the right-of-way of Federal Avenue and the right-of-way of State Street between Commercial Alley and Frank Lloyd Wright Way. The August encroachment includes this same right of way and the 1st St. NW right-of-way between Federal Avenue and Enterprise Alley.

The Chief Building Official, Planning and Zoning Manager, City Engineer, Police Chief and Fire Marshal were asked to review the application and provide a recommendation. There were no objections to the application so long as it was granted subject to the following conditions, as required by City Code.

1. The permit holder must maintain an unobstructed 20 ft. fire lane through the encroachment area to ensure emergency services access.
2. The encroachment must be dismantled and removed no later than 12:00 AM.
3. The encroachment area must be clearly defined and the integrity of the defined area must be maintained, as required in Title 5-1F-3 of the Municipal Code. The boundaries must remain intact; tables, chairs, and all patrons possessing alcohol must remain within the boundaries of the area.
4. If a law enforcement officer suspects that alcohol is being or has been removed from the encroachment area, the encroachment will be ended until the start of the next Friday Night Live event and the encroachment area must be immediately dismantled.
5. If a complaint is received by a law enforcement officer regarding any enforceable action, including but not limited to noise or nuisance related to the encroachment area or the premises operating the encroachment area, it is the responsibility of the encroachment permit holder to immediately remedy the violation upon notice. If the situation is not immediately remedied, the encroachment must cease immediately and the encroachment area must be immediately dismantled. The encroachment may resume at noon on the date of the next scheduled Friday Night Live event.
6. If continued violations of the terms of this permit or the Mason City Municipal Code are identified, City staff will recommend to the City Council that the encroachment permit be revoked.
7. If the permit holder hosts live music events, the permit holder shall consult with the Police Chief at least two weeks prior to the event to determine if a noise variance is necessary for those specific nights and hours.
8. Compliance with the conditions of the encroachment permit is the responsibility of the Mason City Downtown Association, d.b.a. Main Street Mason City. Failure to comply with the terms of the permit may result in temporary closure of the encroachment and revocation of the permit by the Mason City Council.

Budget Impact:

There is no budget impact attributable to this request.

Council Action Requested:

Staff requests that the City Council grant the encroachment permit for Friday Night Live, subject to the proposed conditions.

Attachments:

- Site Map
- Permit Application
- Certificate of Liability Insurance

Tricia Sandahl

Tricia Sandahl, City Planner

Brent Trout

Reviewed and Recommend Approval

CITY OF MASON CITY, IOWA

APPLICATION FOR OBSTRUCTION OR ENCROACHMENT PERMIT In Accordance with Title 5-Chapter 1-Article C of the City Code

Applicant MASON City DOWN TOWN ASSN. d/b/a MAIN STREET MASON City
Contact COLLEEN M. DEVINE, EXEC. DIR. Phone 641-494-0003
Address 9 N. FEDERAL AVE. MASON City, Ia. 50401

Type of Obstruction/Encroachment CONCERT/FESTIVAL
Duration of Obstruction/Encroachment 10:00 am — 11:30 pm
Location: Address See Attached for details
Legal Description MAPS ATTACHED

Description of Obstruction/Encroachment CLOSING OF STREETS TO ALLOW
PERFORMANCES, TO ALLOW ATTENDEES TO WALK ON STREETS
DURING EVENTS, AND TO ALLOW VENDORS TO SELL
FOOD/BEVERAGES/GOODS.

Colleen M. Devine Date 3/28/17
Signature of Applicant

Submit completed application to DEVELOPMENT SERVICES EMP
~~Community Development Dept. Inspections Division~~ with
the following items. Incomplete submissions will not be processed.

- Copy of the completed Building/Structure/Sign Permit Application or other corresponding application (i.e., Outdoor Service Area applications for sidewalk cafes serving alcohol).
- Site plan including measured dimensions and location of encroachment.
- \$25.00 application fee.
- Proof of insurance naming City of Mason City as "additional insured."

Over →



9 North Federal Avenue
Mason City, IA 50401
www.mainstreetmasoncity.com

Encroachment Requests 2017

Friday Night Live, June 16, 2017, 10:00 am - 11:30 pm. Federal Ave. & State St. From Commercial Alley to the alley between the Historic Park Inn and CENT Credit Union

Friday Night Live, July 28, 2017, 10:00 am - 11:30 pm. Federal Ave. & State St. From Commercial Alley to the alley between the Historic Park Inn and CENT Credit Union

Friday Night Live, August 18, 2017, 10:00 am - 11:30 pm. Federal Ave. & State St. From Commercial Alley to the alley between the Historic Park Inn and CENT Credit Union

Great River City Festival/Diversity Fair:

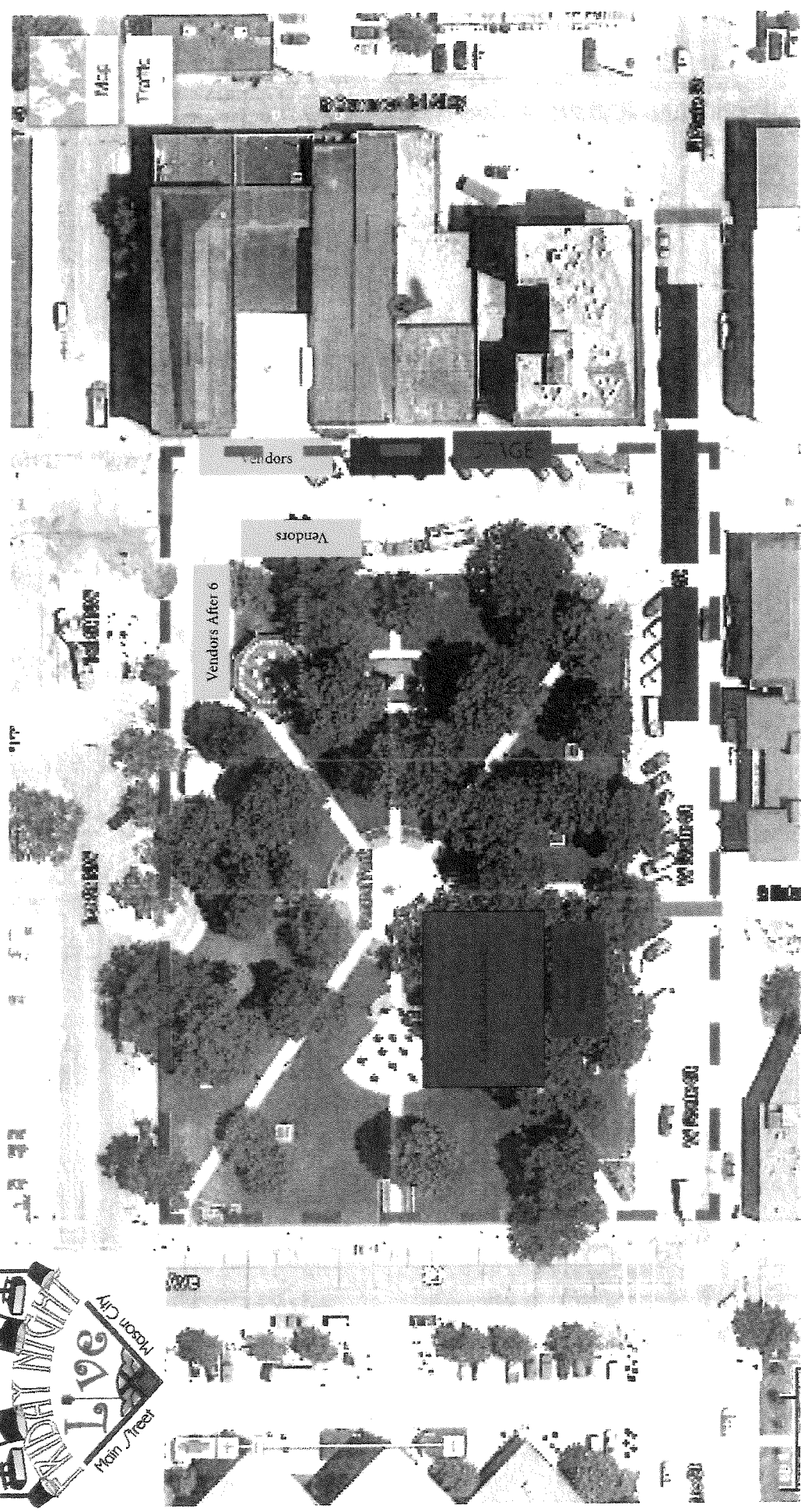
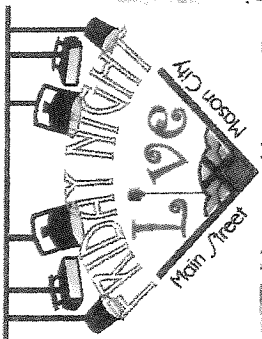
Friday, Sept. 15, 2017:

8:00 am - 2:00 pm: Federal Ave. from State St. to First Ave. North

12:00 noon - 11:30 pm: Federal Ave. & State St. from Commercial Alley to the alley between the Historic Park Inn and CENT Credit Union

Saturday, Sept. 16, 2017:

10:00 am - 5:00 pm: Federal Ave. & State St. from Commercial Alley to the alley between the Historic Park Inn and CENT Credit Union

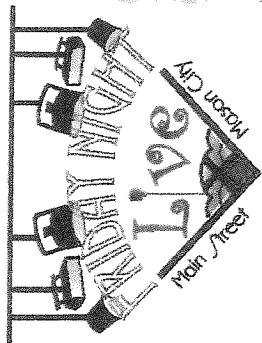


Friday Night Live
June 16, 2017

—Barricades/
Road Closure

—Beverage Garden
Area

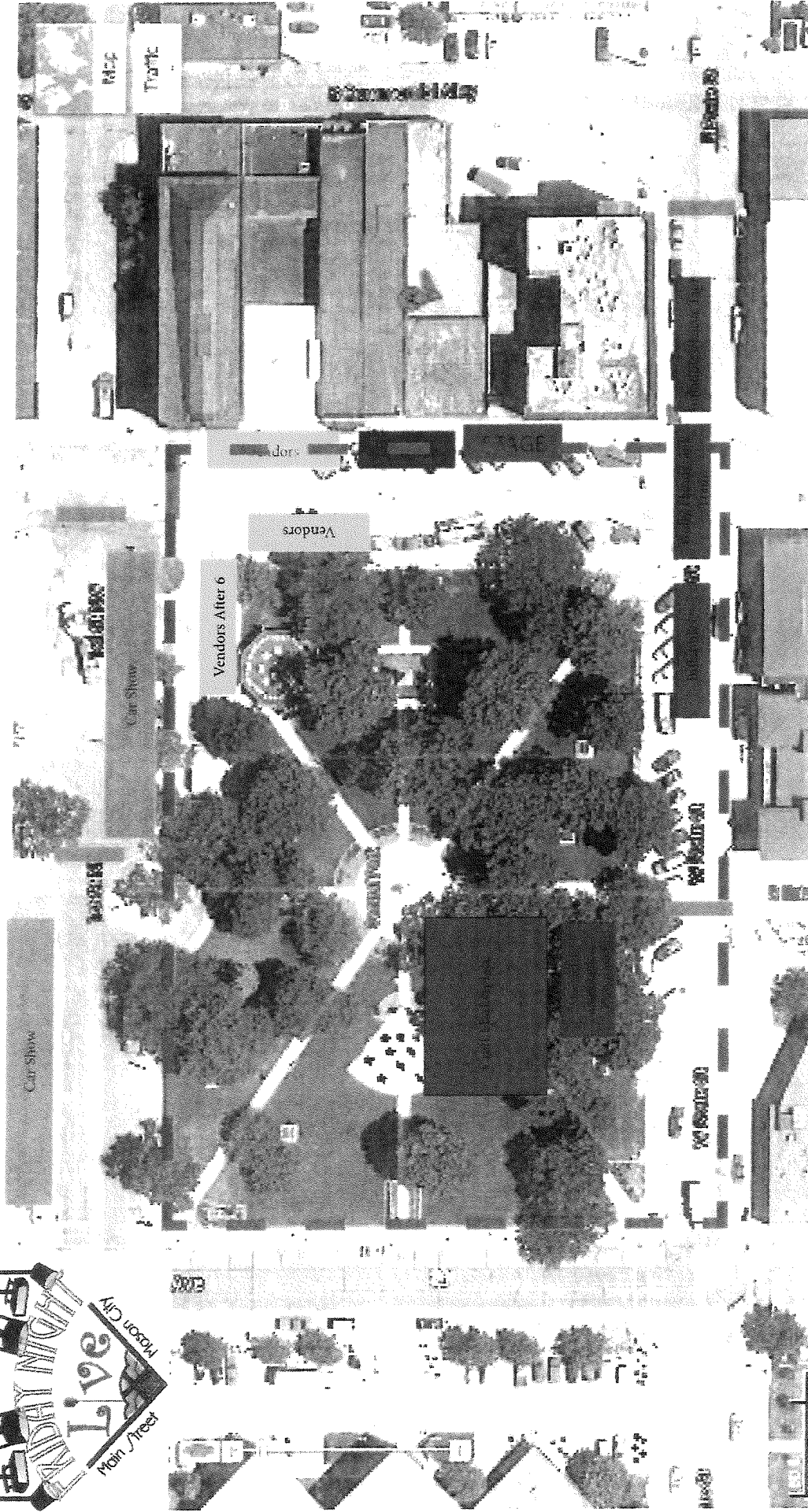
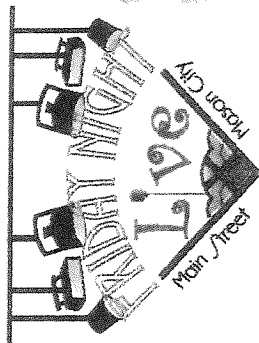




Friday Night Live
July 28, 2017

= Barricades/
Road Closure

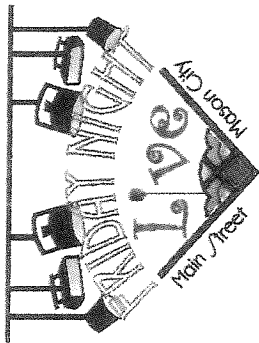
Beverage Garden
Area



Friday Night Live
August 18, 2017

-Barricades/
Road Closure

Beverage Garden
Area



Friday Night Live
September 15, 2017

=Barricades/
Road Closure

Beverage Garden
Area





CERTIFICATE OF LIABILITY INSURANCE

OP ID: J

DATE (MM/DD/YYYY)

04/11/2017

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

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

PRODUCER 1ST Insurance Agency 20 E. State St. Mason City, IA 50401 Casey Callanan	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED Mason City Downtown Assoc. dba Main Street Mason City 9 N Federal Ave Mason City, IA 50401	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: MCDOW-1	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Auto Owners	18988
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			034607 39406972-17	05/09/2017	05/09/2018	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY			034607 39406972-17	05/09/2017	05/09/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
A	☒ HIRED AUTOS						\$
A	☒ NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			031707 39002505	05/09/2017	05/09/2018	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	N/A				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 100,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITYM01

City of Mason City
10 1st St. N.W.
Mason City, IA 50401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 17 -

A RESOLUTION APPROVING AN ENCROACHMENT PERMIT FOR
MAIN STREET MASON CITY FOR USE OF PUBLIC RIGHT-OF-WAY
(IN AND NEAR CENTRAL PARK) FOR FRIDAY NIGHT LIVE EVENTS
ON JUNE 16, JULY 28, AUGUST 18 AND SEPTEMBER 15, 2017

WHEREAS, the City Council of the City of Mason City, has received a request for an encroachment permit from Main Street Mason City for the use of a public right-of-way for four Friday Night Live events, and

WHEREAS, pursuant to the City Code, no encroachment shall be permitted on public right-of-way without an encroachment permit approved by the City Council, and

WHEREAS, the application has been reviewed by the applicable City Departments;

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

Section 1: That the encroachment permit received from Main Street Mason City for four Friday Night Live events, should be and the same is hereby accepted and approved for property legally described as follows:

June, July and September Event:

That portion of the Federal Avenue right-of-way lying between the south edge of the right-of-way of State St. and extending north to the south edge of the 1st St. NE/1st St. NW right-of-way,

And,

That portion of the State St. right-of-way lying between the east right-of-way line of Frank Lloyd Wright Way and extending east to the west edge line of the Commercial Alley right-of-way.

August Event:

That portion of the Federal Avenue right-of-way lying between the south edge of the right-of-way of State St. and extending north to the south edge of the 1st St. NE/1st St. NW right-of-way,

And,

That portion of the State St. right-of-way lying between the east right-of-way line of Frank Lloyd Wright Way and extending east to the west edge line of the Commercial Alley right-of-way,

And,

That portion of the 1st St. Northwest right-of-way lying between the east right-of-way line of Enterprise alley and extending east to the west edge of the Federal Avenue right-of-way.

Section 2: That the encroachment permit for property described in Section 1 shall be subject to the following:

1. The permit holder must maintain an unobstructed 20 ft. fire lane through the encroachment area to ensure emergency services access.
2. The encroachment must be dismantled and removed no later than 12:00 AM.
3. The encroachment area must be clearly defined and the integrity of the defined area must be maintained, as required in Title 5-1F-3 of the Municipal Code. The boundaries must remain intact; tables, chairs, and all patrons possessing alcohol must remain within the boundaries of the area.
4. If a law enforcement officer suspects that alcohol is being or has been removed from the encroachment area, the encroachment will be ended until the start of the next Friday Night Live event and the encroachment area must be immediately dismantled.
5. If a complaint is received by a law enforcement officer regarding any enforceable action, including but not limited to noise or nuisance related to the encroachment area or the premises operating the encroachment area, it is the responsibility of the encroachment permit holder to immediately remedy the violation upon notice. If the situation is not immediately remedied, the encroachment must cease immediately and the encroachment area must be immediately dismantled. The encroachment may resume at noon on the date of the next scheduled Friday Night Live event.
6. If continued violations of the terms of this permit or the Mason City Municipal Code are identified, City staff will recommend to the City Council that the encroachment permit be revoked.
7. If the permit holder hosts live music events, the permit holder shall consult with the Police Chief at least two weeks prior to the event to determine if a noise variance is necessary for those specific nights and hours.
8. Compliance with the conditions of the encroachment permit is the responsibility of the Mason City Downtown Association, d.b.a. Main Street Mason City. Failure to comply with the terms of the permit may result in temporary closure of the encroachment and revocation of the permit by the Mason City Council.

PASSED AND APPROVED, this 6th day of June, 2017

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

City of Mason City
Development Services Dept.

Memorandum

To: Brent Trout, City Administrator
From: Tricia Sandahl, City Planner
Through: Steven J. Van Steenhuyse, Development Services Director
Date: May 31, 2017 for the City Council meeting of June 6, 2017.
RE: Encroachment Permit, The Place2B, 116 N. Federal Ave.

Recommendation:

Staff recommends that the City Council approve an encroachment permit for The Place 2B, subject to the conditions outlined in this memo. A location map of the proposed encroachment area is attached.

Review:

Roger Waner, owner of The Place 2B, is requesting approval of an encroachment permit for his business at 116 N. Federal Ave. Approval of the permit would allow use of a 75' x 25' portion of the City-owned pedestrian plaza lying north of City Hall, for outdoor service of liquor and beer. The encroachment request notes that the encroachment would extend from the date of approval through October 31, 2017, weather permitting. The outdoor service area would be delineated with a fence. No smoking would be allowed in the service area on City property; it would be confined to the area immediately west of the bar.

This is the first encroachment request from Mr. Waner. The Place 2B was previously The Poodle Lounge and later The Candybar. Encroachments for outdoor service areas had been approved by the Council every year from 1999 to 2005. Since that time, the prior owner and current owner have not requested to use the plaza as an outdoor service area. The Council should note that the applicant has also requested approval to encroach onto the public sidewalk in front of the building. This type of encroachment currently isn't allowed because The Place 2B does not meet the food service requirements in the ordinance. An amendment to the ordinance to allow alcohol service areas in the right-of-way has been prepared and is included in recodification.

Until the recodification is approved, the Council cannot authorize alcohol service areas on the public right-of-way.

The Chief Building Official, Planning and Zoning Manager, City Engineer, Police Chief and Fire Marshal were asked to review the application and provide a recommendation. There were no objections to the application so long as it was granted subject to the following conditions, as required by City Code, and on the condition that an employee is in the encroachment area at all times when it was being used by customers.

1. The permit holder must maintain an unobstructed 20 ft. fire lane through the encroachment area to ensure emergency services access.
2. The permit holder must maintain an unobstructed 5 ft. accessway from the rear (west) door of the establishment to the adjacent public right-of-way to ensure emergency egress from the building and the outdoor service area. This accessway cannot be obstructed by a fence, gate or other mechanism or structure.
3. The encroachment must be dismantled and removed no later than 12:00 AM.
4. The encroachment area must be clearly defined and the integrity of the defined area must be maintained, as required in Title 5-1F-3 of the Municipal Code. The boundaries must remain intact; tables, chairs, and all patrons possessing alcohol must remain within the boundaries of the area.
5. If a law enforcement officer suspects that alcohol is being or has been removed from the encroachment area, the encroachment will be ended until the start of the next business day and the encroachment area must be immediately dismantled.
6. If a complaint is received by a law enforcement officer regarding any enforceable action, including but not limited to noise or nuisance related to the encroachment area or the premises operating the encroachment area, it is the responsibility of the encroachment permit holder to immediately remedy the violation upon notice. If the situation is not immediately remedied, the encroachment must cease immediately and the encroachment area must be immediately dismantled. The encroachment may resume at noon on the following business day.
7. If continued violations of the terms of this permit or the Mason City Municipal Code are identified, City staff will recommend to the City Council that the encroachment permit be revoked.
8. If the permit holder hosts live music events, the permit holder shall consult with the Police Chief at least two weeks prior to the event to determine if a noise variance is necessary for those specific nights and hours.

9. The applicant must provide one employee to be present in and manage the encroachment area when the encroachment area is being used.
10. Compliance with the conditions of the encroachment permit is the responsibility of The Place 2B. Failure to comply with the terms of the permit may result in temporary closure of the encroachment and revocation of the permit by the Mason City Council.

Budget Impact:

There is no budget impact attributable to this request.

Council Action Requested:

Staff requests that the City Council grant the encroachment permit for The Place 2B, subject to the proposed conditions.

Attachments:

- Site map
- Permit application
- Certificate of Liability Insurance.

Tricia Sandahl

Tricia Sandahl, City Planner

Brent Trout

Reviewed and Recommend Approval

CITY OF MASON CITY, IOWA

APPLICATION FOR
OBSTRUCTION OR ENCROACHMENT PERMIT
In Accordance with Title 5-Chapter 1-Article C of the City Code

Applicant The Place 2B!
Contact Roger Warner or Brandi Trent Phone 641-530-2577/641-590391
Address 116 N Federal Ave Mason City IA 50401

Type of Obstruction/Encroachment _____
Duration of Obstruction/Encroachment May 1st - October 31st
Location: Address 116 N Federal Ave Mason City IA
Legal Description _____

Description of Obstruction/Encroachment The Place 2B! would like to use 25ft South towards City Hall 75ft east towards the sidewalk fenced off. We would like to use this area as a non smoking outdoor service area.

This area would be staffed during use. We would like to use this for outdoor games & enjoying the weather food & beverages in the plaza. our outdoor smoking area with beverages would stay to

Roger Warner
Signature of Applicant

Date 5-1-17

the
Back
fenced
down
from
the
Plaza

Submit completed application to Community Development Dept.-Inspections Division with the following items. Incomplete submissions will not be processed.

- Copy of the completed Building/Structure/Sign Permit Application or other corresponding application (i.e., Outdoor Service Area applications for sidewalk cafes serving alcohol).
- Site plan including measured dimensions and location of encroachment.
- \$25.00 application fee.
- Proof of insurance naming City of Mason City as "additional insured."

Over →

TP2B1
Building

Back
door

existing
outdoor
service + seating

← 1' 8" →

← 7' 5" →

← 25' →

road



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/20/2017

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

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

PRODUCER Edwards Brandt & Associates Inc. 2007 - 4th Street SW Mason City IA 50401	CONTACT NAME: Cindy Crow	
	PHONE (A/C, No, Ext): (641) 423-0675	FAX (A/C, No): (641) 423-2441
	E-MAIL ADDRESS: cindy@edwards-brandt.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Illinois Casualty Company	15571
INSURED The Place 2B, DBA: The Place 2B! Inc. 1214 Moonstone Court Mason City IA 50401	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:1****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	X		BP38002	11/9/2016	11/9/2017	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 2,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ SCHEDULED AUTOS						
	☐ NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	☐ EXCESS LIAB						AGGREGATE \$
	☐ OCCUR						
	☐ CLAIMS-MADE						
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Mason City
Att: Diana Black
10 1st NW
Mason City, IA 50401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Doug Rurup/CINDY

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RESOLUTION NO. 17 -

A RESOLUTION APPROVING AN ENCROACHMENT PERMIT FOR THE PLACE 2B, 116 N. FEDERAL AVENUE FOR USE OF PUBLIC RIGHT-OF-WAY (CITY OWNED PEDESTRIAN PLAZA) FOR AN OUTDOOR SERVICE AREA

WHEREAS, the City Council of the City of Mason City, has received a request for an encroachment permit for The Place 2B, 116 N. Federal Avenue, for use of a public right-of-way (City owned Pedestrian Plaza) for an outdoor service area, and

WHEREAS, pursuant to the City Code, no encroachment shall be permitted on public right-of-way without an encroachment permit approved by the City Council, and

WHEREAS, the application has been reviewed by the applicable City Departments;

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

Section 1: That the encroachment permit received from The Place 2B should be and the same is hereby accepted and approved for property legally described as follows:

The west 75.00 feet of the north 25.00 feet of the property legally described as follows: Lot 1 of the Subdivision of Lot 5, and Lot 3 of the Subdivision of Lot 4, except the west 12.00 feet, of the Auditor's Subdivision of Lots 1, 4 and 5 in Block 10, Paul Felt's Plat of Mason City, Iowa.

Section 2: That the encroachment permit for property described in Section 1 shall be subject to the following:

1. The permit holder must maintain an unobstructed 20 ft. fire lane through the encroachment area to ensure emergency services access.
2. The permit holder must maintain an unobstructed 5 ft. accessway from the rear (west) door of the establishment to the adjacent public right-of-way to ensure emergency egress from the building and the outdoor service area. This accessway cannot be obstructed by a fence, gate or other mechanism or structure.
3. The encroachment must be dismantled and removed no later than 12:00 AM.
4. The encroachment area must be clearly defined and the integrity of the defined area must be maintained, as required in Title 5-1F-3 of the Municipal Code. The boundaries must remain intact; tables, chairs, and all patrons possessing alcohol must remain within the boundaries of the area.
5. If a law enforcement officer suspects that alcohol is being or has been removed from the encroachment area, the encroachment will be ended until the start of the next business day and the encroachment area must be immediately dismantled.
6. If a complaint is received by a law enforcement officer regarding any enforceable action, including but not limited to noise or nuisance related to the encroachment area or the premises operating the encroachment area, it is the responsibility of the encroachment permit holder to immediately remedy the violation upon notice. If the situation is not immediately remedied, the encroachment must cease immediately and the encroachment area must be immediately dismantled. The encroachment may resume at noon on the following business day.

7. If continued violations of the terms of this permit or the Mason City Municipal Code are identified, City staff will recommend to the City Council that the encroachment permit be revoked.
8. If the permit holder hosts live music events, the permit holder shall consult with the Police Chief at least two weeks prior to the event to determine if a noise variance is necessary for those specific nights and hours.
9. The applicant must provide one employee to be present in and manage the encroachment area when the encroachment area is being used.
10. Compliance with the conditions of the encroachment permit is the responsibility of The Place 2B. Failure to comply with the terms of the permit may result in temporary closure of the encroachment and revocation of the permit by the Mason City Council.

PASSED AND APPROVED this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

City of Mason City Development Services Department

Memorandum

To: Brent Trout, City Administrator
From: Steven J. Van Steenhuyse, Director of Development Services
Date: May 31, 2017
RE: Downtown Revitalization Loan (DoRL) Program: Extension of Boundaries

Recommendation:

Staff recommends approval of the Resolution expanding the boundaries of the Downtown Revitalization Loan (DoRL) area, to include additional downtown properties.

Review:

On March 7 of this year, the City Council authorized the Downtown Revitalization Loan (DoRL) Program. This downtown-focused program was proposed partly in response to the very successful Corridor Revitalization Loan (CoRL) program. This program provides for a forgivable loan, up to \$30,000, which must be matched 100% with funds from other sources. The money can be used for exterior improvements, interior renovation, or creation of dwelling units. Projects should improve the aesthetics of downtown and increase property values.

A map of the DoRL boundaries was adopted along with the resolution authorizing the program. Earlier this month, a commercial property owner not located within the established DoRL boundaries called to ask that his property be included. This led Staff to examine the boundaries along the western edge of the DoRL area to see if there were some commercial or multi-family properties that should be eligible for the program.

Staff has identified 12 properties that are contiguous to, but outside of, the DoRL boundary. Nearly all of these properties are commercial buildings or are multi-family dwellings (there are a few single family units that are not eligible for the program, but are included to keep contiguity and make boundaries consistent). The commercial properties include the Mark Young Law Office on 4th Street NW, the Brian Randall Insurance and Real Estate Agency on 1st Street NW, and several on the north side of 1st

Street SW: River City Auto Body, Determan Electric, The Headquarters Salon, and Adriana's Salon.

These properties can be considered to be "downtown," considering their proximity to the existing DoRL area and their historic uses. Approval of this resolution extends the DoRL opportunities to more properties, particularly on the downtown fringe, where redevelopment would be welcome.

Budget Impact:

There is no impact to the operating budget.

Council Action Requested:

Staff recommends approval of the Resolution expanding the boundaries of the Downtown Revitalization Loan (DoRL) area, to include additional downtown properties.

Attachments:

1. Map showing the additions to the DoRL area.



Steven J. Van Steenhuyse, AICP
Director of Development Services



Reviewed and Recommend Approval

RESOLUTION NO. 17 -

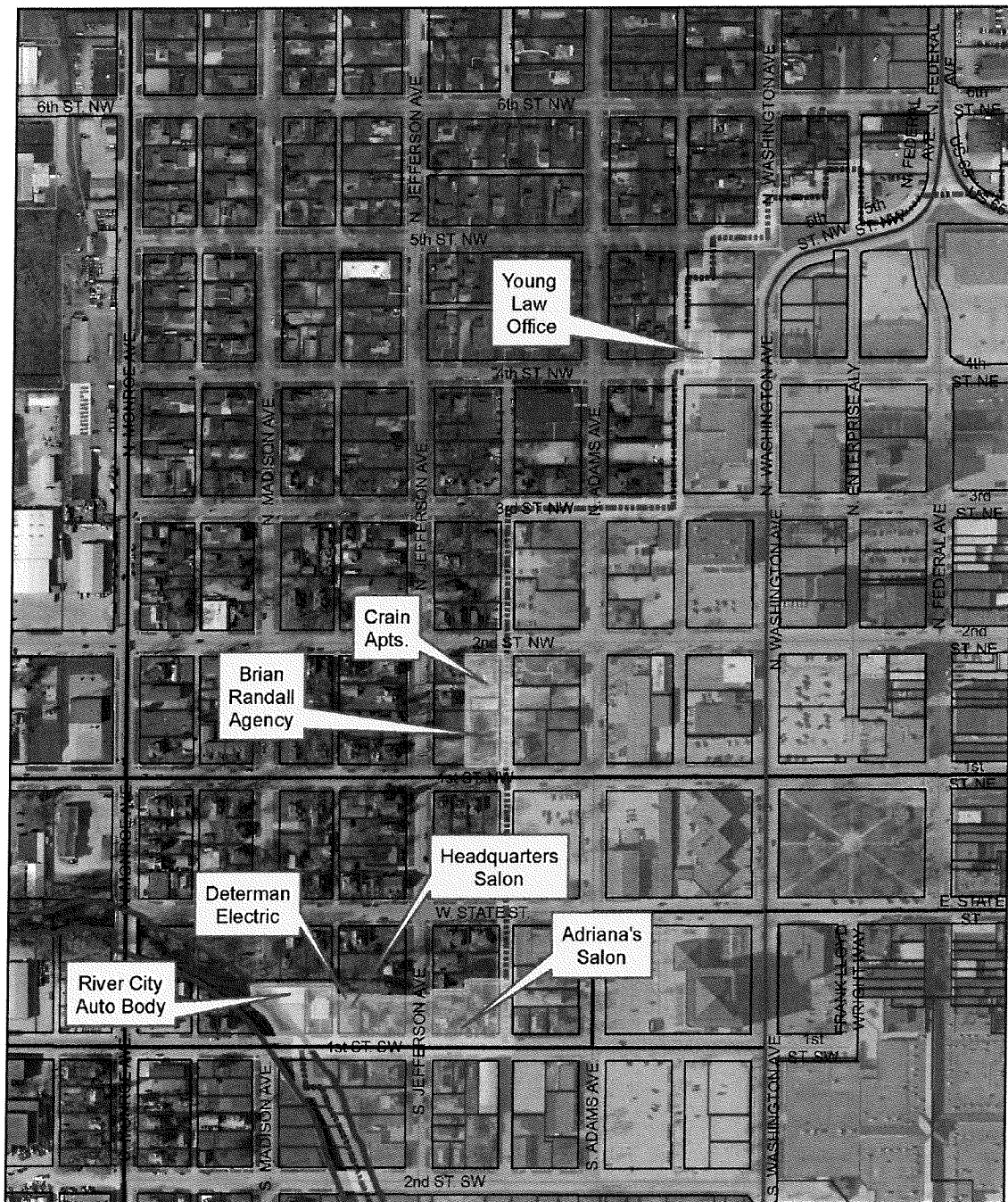
A RESOLUTION APPROVING AND AUTHORIZING ADOPTION OF
AN AMENDMENT THAT WOULD EXTEND THE BOUNDARIES OF
THE DOWNTOWN REVITALIZATION LOAN (DoRL) AREA

WHEREAS, the City Council of the City of Mason City, Iowa did on the 7th day of March, 2017 adopt Resolution No. 17-41 it being a resolution authorizing staff to develop a Revitalization Loan Program for the Downtown Area (DoRL), and

WHEREAS, an amendment is necessary to extend the boundaries to include additional downtown properties set forth in Section 1.

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

Section 1: That the City Council of the City of Mason City, Iowa does hereby approve an Amendment to the Downtown Revitalization Loan (DoRL) area to include the areas set out below:



-  DoRL Additions
-  DoRL Boundary
-  Parcels

DOWNTOWN REVITALIZATION LOAN PROGRAM BOUNDARY EXPANSION JUNE, 2017

PASSED AND APPROVED this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

**City of Mason City
Mason City Police Department**

Memorandum

To: Brent Trout, City Administrator
From: Jeff Brinkley, Police Chief
Date: May 31, 2017
RE: Approval of 28E Agreement for Zuercher Software Solution

Recommendation:

To approve a 28E agreement between Cerro Gordo County Sheriff's Office, Cerro Gordo County 911, the Clear Lake Police Department, and the Mason City Police Department for purchase and implementation of Zuercher Suite software for computer-aided dispatch (CAD), records management system (RMS), mobiles, and jail management system (JMS).

Review:

Local law enforcement agencies have been using a software solution from the Law Enforcement Technology Group (LETG) for CAD, RMS, JMS, and mobiles most of the last decade. The current 28E agreement for LETG has been in effect since February 19, 2008.

Our experience has been that we are able to get a better value for our money when we share expenses for technology among our partner agencies in Cerro Gordo County. We also see the value of having a shared system that makes our ability to work together more efficient and effective.

The 28E agreement breaks down expenses and responsibilities for each agency and makes the Cerro Gordo County Sheriff's Office the lead agency on the contract with Zeurcher. The four participating agencies have reviewed the contract and we have broken down the costs based on operational responsibilities.

Budget Impact:

The costs for implementation of the Zuercher software solution for MCPD are part of the capital budget that begins July 1, 2017. Any other out-of-pocket expenses not included in that budget line will come from our annual operations budget.

Council Action Requested:

To approve the City of Mason City as a party to the 28E Agreement to move forward with the Zuercher software solution.

Jeff Brinkley

Jeff Brinkley, Police Chief

Brent Trout

Reviewed and Recommend Approval

WHEN RECORDED RETURN TO:

Tom Drzycimski
220 N. Washington Ave.
Mason City, IA 50401

Preparer Information: Tom Drzycimski, 220 N. Washington Avenue, Mason City, IA 50401

(641)421-3075

28 E Agreement

This agreement is entered into the date last executed by the parties, by and between the City of Mason City (hereinafter “Mason City”), the City of Clear Lake (hereinafter “Clear Lake”), the Cerro Gordo County E911 Service Board (hereinafter the “Service Board”) and the County of Cerro Gordo (hereinafter the “County”) pursuant to Iowa Code Chapter 28E providing for cooperation between governmental agencies.

Whereas, Mason City, Clear Lake, the Service Board, and the County have determined that it is in their best interests to enter into an Agreement to replace the existing public safety records management system (RMS), computer-aided dispatch, and mobile system (hereinafter “solution”); and

Whereas, Mason City and Clear Lake, through their Police Departments, the County, through its Sheriff’s Department, and the Service Board propose to form a consortium for the acquisition of the solution under the terms of this Intergovernmental Cooperation Agreement; and

Whereas, the parties designate Cerro Gordo County as the lead agency under this Intergovernmental Cooperation Agreement;

Now, therefore, the parties hereby agree as follows:

1. **28E Agreement.** This agreement is entered into pursuant to the provisions of Chapter 28E, Code of Iowa (2017). This Agreement shall consist of six (6) pages and Attachment A, which shall be considered a part of this Agreement.
2. **No Entity.** No separate, legal, or administrative entity is created by this Agreement.
3. **Administrators.** The Cerro Gordo County Sheriff and the Police Chiefs of Mason City and Clear Lake shall administer the day-to-day performance of this Agreement.
4. **Definitions.** The following definitions shall apply within this Agreement:
 - A. **Consortium.** The Consortium acting under this agreement shall be Cerro Gordo County acting through its Sheriff, the City of Clear Lake acting through its Chief of Police, the City of Mason City acting through its Chief of Police, and the Cerro Gordo County E911 Service Board acting through its Coordinator. All decisions and actions by the Consortium must be by unanimous consent of the member agencies or of their designated representatives.
 - B. **Lead Agency.** The Lead Agency shall be Cerro Gordo County.
5. **Responsibilities of the Lead Agency.** The Lead Agency, acting through its Board of Supervisors, shall have the authority to:
 - A. Enter into contracts with the selected vendor for the acquisition and installation of the solution on behalf of the consortium under terms approved by the consortium.
 - B. Pay invoices for services rendered by the vendor on behalf of the consortium, including but not limited to ongoing maintenance contract fees consistent with this agreement.
 - C. Invoice consortium members for their share of costs related to the solution, including but not limited to, ongoing maintenance contract fees.
6. **Responsibilities of Consortium Members.**
 - A. Each member of the consortium as defined herein will be responsible for the costs of acquiring, installing, and maintaining hardware necessary for the use of the solution application by that member, as recommended by the vendor. Such hardware shall include, but not be limited to, workstation computers, laptop computers, and appurtenances necessary for the transmission of data from servers to laptop

computers in consortium-member vehicles as well as mounting hardware and installation.

B. The Cerro Gordo County Information Technology Department will obtain, house, and maintain necessary servers for the solution and will be responsible for ensuring that consortium members can access information from the server. The Cerro Gordo County Information Technology Department will not be responsible for maintaining individual workstations or transmission connectivity except for the Cerro Gordo County Sheriff's Department.

C. Each member of the consortium shall appoint a Site Project Coordinator who will serve as the point of contact with the RMS vendor and Lead Agency. Each Site Project Coordinator will be responsible for:

- 1) Overseeing and coordinating the deployment of the solution for their agency;
- 2) Participating in all phases of solution testing; and
- 3) Final acceptance of the solution on behalf of their agency.

7. Cost Allocation. The consortium members hereby agree to the allocation of costs related to acquisition and installation of, and ongoing maintenance agreements for the solution as spelled out in Attachment A.

Attachment A to this Agreement provides a payment matrix of costs for each member of the consortium as well as when payments will be due. Consortium members agree that no party shall be responsible to account for funds expended by the others, except as required by this agreement, nor shall any member be responsible for the compliance by other members with applicable Iowa statutes or other laws. Each party is responsible for any particular purchase of equipment, hardware, or software not covered by this agreement. Ongoing maintenance costs are the responsibility of each consortium member for their respective software products that are part of the solution.

Should a consortium member withdraw from this agreement pursuant to Section 12, said member shall be responsible for its share of incurred costs at and up to the time of the withdrawal effective date. Costs incurred after the effective date of the member's withdrawal shall be equally divided among the remaining consortium members. A cost is incurred when it becomes currently due and payable.

8. Data Access, Release, and Privacy. Each consortium member agrees that they will continue to be the responsible authority for data created by their agency. Nothing in this Agreement shall result in any change in responsibilities for data practices, requests, access procedures, and compliance responsibilities for the individual agencies. Each consortium member agrees that the originator of the data continues to own the data and will retain all responsibilities attendant to the creation, disposition and maintenance of such data. All requests for the release of or access to such data will be forwarded to the originating agency.

9. User Group. A Zuercher User Group (hereinafter the “User Group”) is hereby established to develop and maintain uniform policies and procedures concerning access to and use of the solution. The User Group may also suggest system modifications to the vendor on a periodic basis. The User Group shall consist of the following positions or their designees:

- a. Mason City Police Chief
- b. Mason City Police Records/Evidence Technician
- c. Cerro Gordo County Sheriff
- d. Cerro Gordo County Dispatch Supervisor
- e. Clear Lake Police Chief
- f. Clear Lake Police Department Records Officer
- g. Cerro Gordo County Information Technology Director (non-voting member)

Meetings of the User Group shall be held on a regular basis as determined by its members. The User Group shall have advisory powers only and any suggested policies and procedures must be approved by all consortium members before becoming effective as it relates to system-wide settings used by the solution.

10. Indemnification. Nothing in this Agreement shall constitute a waiver of the rights, privileges, immunities and benefits to which each party is entitled under Iowa law. Each party agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives, and agents in carrying out the terms of this Agreement and the results thereof, to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability and the monetary limits of liability of the parties, their officials, employees,

representatives, and agents shall be governed by the provisions of applicable Iowa or Federal law. Each party liable for any damages under this paragraph shall indemnify the other members for all such damages, including, but not limited to, amounts for personal injury and property damages, court costs, punitive damages, and attorney fees and litigation expenses for which any of the parties entitled to indemnification may have incurred or may become liable to pay.

11. Previous Agreements. The parties acknowledge that they have previously entered into agreements concerning other facets of law enforcement and the provision of emergency services. These agreements shall continue in full force and effect and nothing contained herein shall be construed to amend or supersede said agreements unless specifically and irreconcilably contrary to the provisions of this agreement. This agreement shall, however, repeal, replace, and supersede the 28E Agreement effective February 19, 2008, and recorded as Document No. 2008-1147 in the Office of the Cerro Gordo County Recorder.

12. Term/Cancellation. This Agreement will be effective from the date on which it is last executed by the members of the Consortium. Any party may terminate its participation in this Agreement without cause, upon 90 (ninety) day's prior written notice to all other parties. This Agreement may otherwise only be terminated upon the default of a party. If a party should fail to perform any covenant, agreement, or obligation under this Agreement, the other parties, by unanimous consent of the complaining parties, may terminate the participation of the defaulting party in this Agreement upon ninety (90) days written notice, which notice shall specify the default claimed and the conditions for the cure thereof; provided, however, that the defaulting party shall be entitled, within such ninety day period, to reinstate the Agreement by curing or remedying any such default to the other party's reasonable satisfaction. Notice shall be sent to the governing bodies at their principal place of doing business by certified mail. The termination of this Agreement with respect to any or all parties shall not relieve any party to this Agreement of any obligation or liability arising during the term of the Agreement, except as may be agreed to by the members of the Consortium.

In the event of a breach by the County, the Service Board, Mason City, or Clear Lake of this Agreement, that breach shall not be considered to affect any remaining terms or

conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected. The withdrawal of one or more parties from this Agreement shall not affect the participation of the other parties.

13. Assignment. No party to this Agreement shall assign, delegate or transfer any rights or obligations under this Agreement without prior written consent from the other parties.

14. Execution of Agreement. The parties shall approve the Agreement by resolution or motion of the respective board or council, which shall authorize the execution of the Agreement. It will then be filed in the office of the Iowa Secretary of State and the Office of the Recorder of Cerro Gordo County, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded in the Cerro Gordo County Recorder's Office and shall remain in effect unless terminated as provided herein. This is the entire agreement between the parties and it may be amended only upon the agreement of both parties and only in writing. The laws of the State of Iowa apply to this Agreement.

In Witness Whereof, the parties have caused this Agreement to be executed in four separate counterparts, each of which shall be considered an original.

Executed by Cerro Gordo County, Iowa,
the ____ day of _____, 2017.

By: _____
Chairperson

Executed by the City of Mason City,
Iowa, the ____ day of _____, 2017.

By: _____
Mayor

Executed by the City of Clear Lake, Iowa,
the ____ day of _____, 2017.

By: _____
Mayor

Executed by the Cerro Gordo County, Iowa,
E911 Service Board, the ____ day of _____,
2017.

By: _____
Chairperson

ATTACHMENT A

Payment Schedule for Zuercher Solution

Entity	July 1, 2017	CMD Draft	Go Live	Entity Total
Cerro Gordo County	\$66,490.90	\$39,894.54	\$26,596.36	\$132,981.80
CG County E911	\$65,801.31	\$39,480.78	\$26,320.52	\$131,602.61
Clear Lake	\$29,444.96	\$17,666.98	\$11,777.98	\$58,889.92
Mason City	\$33,248.84	\$19,949.30	\$13,299.53	\$66,497.67
Total	\$194,986.01	\$116,991.60	\$77,994.39	\$389,972.00

Ongoing Maintenance Costs

Entity	First Year Costs
Cerro Gordo County	\$22,811.36
CG County E911	\$23,988.49
Clear Lake	\$10,733.53
Mason City	\$12,119.62
TOTAL	\$69,653.00

*Maintenance costs are due annually once the Go Live date is established. Maintenance costs can increase no more than 5% per year, by contract.



Software License and Service Agreement

Cerro Gordo County Sheriff's Office, IA

Zuercher Suite Contract

This Software License and Service Agreement (this “Agreement”) entered into as of this ____ day of May 2017 by and between Cerro Gordo County Sheriff’s Office (“Customer”), having its principal place of business at 1762 Lark Ave., Mason City, IA 50401, and Zuercher Technologies LLC (“Zuercher”), having its principal place of business at 4509 West 58th Street, Sioux Falls, South Dakota 57108. Customer and Zuercher may also be referred to herein individually as a “Party” or collectively as the “Parties”.

WHEREAS, Customer entered into an agreement in 2008 with LETG (a Zuercher company) for implementation of a Records Management System (RMS); and

WHEREAS, Customer and Zuercher desire to upgrade Customer to the Zuercher software applications as further defined herein; and

WHEREAS, this Agreement details the responsibilities of Zuercher and Customer regarding the public safety software, hardware, and related services to be provided by Zuercher under this Agreement; and

WHEREAS, the following agencies are included in this Agreement as “Additional Agencies” authorized to use the Zuercher software in accordance with the terms of this Agreement: Mason City Police Department, IA; City of Clear Lake Police Department, IA; Cerro Gordo County E911 Service Board; and

WHEREAS, Customer and the Additional Agencies have agreed through a separate Memorandum of Understanding that Customer will be the primary agency, authorized to enter into this Agreement on behalf of itself and the Additional Agencies.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Maintenance Agreement

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear in *1.0, Exhibits and Order of Precedence*.

2.0 License

2.1 Grant of the License

In consideration of Customer’s payment of the license fees set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, Zuercher hereby grants to Customer, and Customer accepts, a perpetual, non-transferable and non-exclusive license to use certain Zuercher software (the

Zuercher Suite Contract

“Software”) identified in *Exhibit B: Pricing Detail* only for Customer’s own business purposes in object code format.

2.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No Zuercher identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. Zuercher shall not be responsible in any way for Software performance if the Software has been modified, except as modified by Zuercher.

2.3 Restrictions on Usage

Customer shall not allow any party, other than Zuercher, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the Zuercher Documentation.

Customer shall not access any Server Hardware except as provided in the Zuercher Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

Zuercher will at its expense defend against any claim, action or proceeding by a third party (“Action” herein) for infringement by the Zuercher Software of copyright or trade secrets, provided that Customer immediately notifies Zuercher in writing of such Action and cooperates fully with Zuercher and its legal counsel in the defense thereof. Zuercher may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the Zuercher Software, or (iv) modify or replace the Zuercher Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If Zuercher concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer’s use of the Zuercher Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then Zuercher will return to Customer the Zuercher Software license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer’s use of the Zuercher Software (calculated by multiplying the ratio of the number of months of actual use in live operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, Zuercher will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, Zuercher shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including

Zuercher Suite Contract

operating system software, or hardware, (ii) arising out of modifications to the Zuercher Software and/or Documentation not made by Zuercher, (iii) resulting from use of the Zuercher Software to practice any method or process which does not occur wholly within the Zuercher Software, or (iv) resulting from modifications to the Zuercher Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of Zuercher regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. Zuercher shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth in *Exhibit B: Pricing Detail*. Except as stated in *Exhibit D: Maintenance Agreement*, Zuercher shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Hardware to Customer

Zuercher shall ship Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by Zuercher, but necessary to accommodate equipment as specified in the Statement of Work before, during, and/or after installation.

3.3 Delivery of Services to Customer

Zuercher will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay Zuercher the fees, without deduction or offset, on the dates set forth in *Exhibit C: Payment Schedule*.

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of Zuercher's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 System Acceptance

Customer acknowledges that the System shall be deemed accepted on the date of Go Live. In the event that a Customer notifies Zuercher of a material non-conformity in the Software as compared with the

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Statement of Work, Zuercher shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Maintenance Agreement*.

3.7 Additional Components

Other components (hardware and/or software, collectively “Third Party Components”) may be desired for use with the System. Zuercher assumes no responsibility under this Agreement for obtaining and/or supporting any Third Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

3.8 Third-Party Costs

Except as expressly agreed herein, Zuercher assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

4.0 Rights and Obligations

4.1 Proprietary Rights

Zuercher represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. Zuercher retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of Zuercher and the sole and exclusive property of Zuercher. Zuercher hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third party software provided by Zuercher under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third party software to Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which Zuercher uses in connection with the License granted hereunder, are and shall remain the exclusive property of Zuercher. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of Zuercher.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist Zuercher in identifying and

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preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 – Zuercher agrees to remain Customer’s confidential business information and confidential data, including patient identifying data, to which Zuercher gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, Zuercher shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the Zuercher Software or Documentation. Customer shall acquire no intellectual property ownership rights to the Zuercher Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of Zuercher or any violation of confidentiality; (b) is disclosed to Zuercher by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of Zuercher prior to receipt of the confidential information or (d) is developed independently by Zuercher without use of the confidential information.

4.3.1.1 – Zuercher maintains a security program for security managing access to customer data – particularly HIPAA and CJIS information (“Security Approved Personnel”). This includes: 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. Zuercher will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

4.3.1.2 – If required by the Customer, Zuercher will provide paper fingerprint cards for such Security Approved Personnel with the fingerprinting performed in the state of the Zuercher staff’s job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer’s site, the Customer will reimburse Zuercher for the cost of Zuercher Security Approved Personnel traveling to the Customer’s site or for a vendor (such as Live Scan) to travel to the applicable Zuercher office location. This provision will apply during the installation of the Project and for the duration of the Customer’s Maintenance Agreement.

4.4 Termination for Breach

Zuercher may immediately terminate this Agreement, including all license rights granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Limited Warranties

4.6.1 Software Warranties

Zuercher warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. Zuercher further warrants that for a period of twelve (12) months from the date of Go Live (the "Warranty Period"), the Zuercher Software will perform in conformance with the Zuercher Documentation and any applicable specifications set forth in *Exhibit A: Statement of Work*. Zuercher's sole obligation or liability during the Warranty Period shall be to use commercially reasonable efforts to correct the Software upon receipt of written notice of a warranty defect from Customer, in a reasonable time in accordance with the provisions of *Exhibit D: Maintenance Agreement*. In the event Zuercher fails to remedy material defects in the Software under this warranty, Customer's sole remedy and Zuercher's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains an uncorrected material defect.

4.6.1.1 Wireless Service Limitations

Problems in the Zuercher software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by Zuercher, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

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4.6.2 Hardware and Third-Party Software Warranties

Zuercher warrants that, at the time of delivery, the Hardware will be new and unused. In addition, Zuercher warrants that upon payment of the applicable fees, Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third-Party Software warranties provided by the manufacturer will be passed through to Customer. Zuercher will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

ZUERCHER EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and Zuercher that Zuercher shall not be construed to be, and is not, an employee of Customer. Zuercher shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. Zuercher further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

Zuercher, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

- (a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of \$1,000,000 for each occurrence; \$2,000,000 in the aggregate.
- (b) Professional Liability Insurance: Professional liability insurance with a limit of \$5,000,000 each claim; \$5,000,000 in the aggregate.
- (c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, Zuercher shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to Customer.

5.0 Indemnification and Limitation of Liability

Zuercher shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of Zuercher, its employees, agents, contractors, or any subcontractor as a result of Zuercher's or any subcontractor's performance pursuant to this Agreement; however, Zuercher shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or

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wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, Zuercher's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of Zuercher for any reason and upon any cause of action of claim, including, without limitation, Zuercher's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

IN NO EVENT SHALL ZUERCHER, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER ZUERCHER HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Termination

6.1 By Zuercher for Cause

In addition to various other express rights of Zuercher to terminate this Agreement set forth herein, Zuercher shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of Zuercher or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of Zuercher's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the License.

Zuercher may exercise any rights available to it under Iowa state law to terminate for cause upon the failure of Customer to comply with the terms and conditions of this Agreement; provided that Zuercher shall give Customer written notice specifying Customer's failure and a reasonable opportunity for Customer to cure the defect.

6.1.1 Additional Agency Term

In the event that any of the Additional Agencies are no longer a part of this Agreement, Zuercher will work in good faith with Customer to develop and negotiate an Amendment to this Agreement. If the Additional Agency desires to remain a Zuercher customer, Zuercher will negotiate in good faith with the Additional Agency to develop and negotiate a separate Software License and Service Agreement.

6.2 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of Zuercher to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give Zuercher thirty (30) days' written notice specifying Zuercher's failure. If within thirty (30) days after receipt of such notice, Zuercher shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place Zuercher in default and the Agreement shall terminate on the date specified in such notice.

6.3 Termination without Cause

After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due.

6.4 Post-Termination Obligations

All provisions hereof relating to Zuercher's proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the Zuercher Software, or termination due to Customer's breach of Zuercher's intellectual property rights, the license to the Zuercher Software granted under this Agreement shall also terminate and Customer shall remove all Zuercher Software from its computer system and at Zuercher's direction, either return or destroy the Software and its associated Documentation.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Iowa, without giving effect to the principles of conflict of law of such state or international treaties.

8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of Iowa state, or federal courts with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of Zuercher, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of Zuercher's proprietary rights in the Software or any other software owned or licensed by Zuercher.

8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against Zuercher. Customer shall reimburse Zuercher for the amount of any such taxes or duties paid or accrued directly by Zuercher as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide Zuercher with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination

Zuercher agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Zuercher agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Zuercher agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Zuercher, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and replace all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

9.0 Definitions

Zuercher Suite Contract

- (a) **Documentation:** All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by Zuercher.

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- (b) **Executable Object Code:** Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.
- (c) **Execution of Agreement:** Date Agreement is signed by all enumerated Parties.
- (d) **Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by Zuercher under this Agreement.
- (e) **Go Live:** The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.
- (f) **Software:** Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by Zuercher and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.
- (g) **Server Hardware:** All hardware, equipment, and other tangible non-Software items supplied to Customer by Zuercher under this Agreement listed as "Server Hardware" in *Exhibit B: Pricing Detail*.
- (h) **Services:** All project management, training, data conversion, and other services to be provided by Zuercher under this Agreement.
- (i) **SSH:** Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.
- (j) **System:** The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by Zuercher under this Agreement.
- (k) **Third-Party Software:** Any software to be supplied by Zuercher under this agreement that is purchased or licensed from any source external to Zuercher for use with or integration into the System.

Cerro Gordo County Sheriff

ZUERCHER

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EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

Cerro Gordo County Sheriff's Office

Kevin Pals
Sheriff

Signature

Date

Zuercher Technologies, LLC

Blake Clark
CFO

Signature

Date

Exhibit A: Statement of Work

Zuercher will provide Software, Hardware, and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*. Customer will be the primary agency for the Additional Agencies.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Zuercher Suite Base	• Operating system software • Database software • Master name index • Master address index • Master vehicle index	• Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Administration	• Employee records • Commendations and disciplinary actions • Training logs • Policy Manual	• Inventory management • Fleet management • Equipment assignments • Citizen feedback • Full audit trail • Custom Forms
Administration – Additional Agency	• Allows additional agencies named herein to access and use Customer's Zuercher Administration system	

Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

CAD	• Command-line entry • Drag and drop commands • Configurable, color-coded displays • Silent dispatch (via Mobile) • Incident alarms • Unit assignments and status alarms • Bulk shift status changes	• Detailed command logs • Scheduled calls • Responder paging • Bulletins/BOLOs • Beat plans • Full audit trail • Custom Forms
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| CAD – Additional Agency | <ul style="list-style-type: none"> • Allows additional agencies named herein to access and use Customer’s Zuercher CAD system |
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Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

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| Mapping Server | <ul style="list-style-type: none"> • Command-line entry • Drag and drop commands • Visual status alerts • User-configurable map layers • GIS functions with map window closed | <ul style="list-style-type: none"> • Active calls for service • Call for service click-through • Custom map markers • Address verification • Faster map functions (compared with non-server version) |
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| Mapping – Additional Agency | <ul style="list-style-type: none"> • Allows additional agencies named herein to access and use Customer’s Zuercher Mapping system |
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Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

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| Mapping AVL | <ul style="list-style-type: none"> • Vehicle locations on map | <ul style="list-style-type: none"> • Call for service integration |
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| Mapping AVL – Additional Agency | <ul style="list-style-type: none"> • Allows additional agencies named herein to access and use Customer’s Zuercher Mapping AVL system |
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Note: Many items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

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| Mapping AVL Playback | <ul style="list-style-type: none"> • Displays on the map • View by time, by unit, by CFS | <ul style="list-style-type: none"> • Print or export playback data |
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Civil	• Civil papers, executions, distress warrants and foreclosures • Configurable paper types • Service attempts log • Automatic invoice creation	• Receipts and statements • Interest calculations • Deadline calculations • Full audit trail • Custom Forms
Financial	• Double-entry accounting • Automatic invoice creation • Configurable addition of fees based on Records workflow • Account reconciliation	• Receipt generation • Statement printing • Funds disbursing • Full audit trail • Custom Forms
Jail	• Automatic sentence calculation • Cell recommendations • Integrated camera support • Property tracking • Inmate and commissary accounts • Expenses and billing • Court tracking	• Activity scheduling • Visitor logging • Incident and disciplinary action logging • Digital lineups • Custom Forms
Mobile Mapping AVL	• Vehicles shown on map	• Call for service integration
Mobile CAD	• User-configurable layouts • Day/Night mode • Instant messaging	• Silent dispatch • Bulletins/BOLOS • NCIC queries
Mobile Civil	• Service attempts log	• Print out papers
Mobile Mapping	• Active calls for service • Map Markers • Visual status alerts	• User configurable map layers • Route from current location to CFS location
Mobile Records	• Cases • Warrants	• Master index access (including mug shots and alerts)

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Portal	• Internal access to CFS data • Public access to data (as allowed by law) such as Warrants, Inmates, Cases, Incidents, Sex Offenders • Read-only access	• Data sharing with other Customers • Media reports • Mobile device access • Public tip submission
Records	• Configurable workflows • Automatic case notifications • Immediate access to related records • Supervisor reviews • Unlimited case report types such as Investigations, Juvenile, Narcotics • Security trimming for reports	• Route from current location to CFS location • Digital evidence linking • UCR/NIBRS compliant • Unlimited alerts such as Warrants, Sex Offenders • Property and evidence management • Custom Forms
Records - Additional Agency	• Allows additional agencies named herein to access and use Customer's Zuercher Records system	

Note: Workflow and personnel related items are configurable by agency. All other configuration must be agreed upon between Customer and Additional Agencies.

Reporting	• Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT	• Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports
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Zuercher Suite Contract**1.1 Interfaces**

All costs related to Zuercher's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay System Acceptance.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

1.1.1 CAD – Basic Paging Interface (SMS/Email) (Export)

This is a one-way interface from Zuercher CAD. Pages are sent via email, SMS, and/or CAP codes from Zuercher CAD. Zuercher enables the paging functionality in CAD.

Customer is responsible for configuring paging groups, templates, and trigger events for this interface.

1.1.2 CAD – Motorola E911 (ANI/ALI) Interface (Import)

This is a one-way interface from the 911 service provider to Zuercher CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

- (a) 911 service provider sets up the serial connection from the 911 controller to Zuercher CAD.*
- (b) 911 spill data can be pushed to Zuercher CAD at a decided upon frequency.*
- (c) ALI data meets NENA standards*

1.1.3 CAD - Zetron E911 (ANI/ALI) Interface (Import)

This is a one-way interface from the 911 service provider to Zuercher CAD. It prepopulates calls for service by parsing raw spill data from the 911 service and importing it.

Customer is responsible for ensuring that:

- (d) 911 service provider sets up the serial connection from the 911 controller to Zuercher CAD.*
- (e) 911 spill data can be pushed to Zuercher CAD at a decided upon frequency.*
- (f) ALI data meets NENA standards*

1.1.4 CAD – Eventide/Wahltec Voice Recorder Interface

This is a two-way interface from the Eventide/Wahltec voice recorder system to Zuercher CAD. Zuercher Suite sends call for service (CFS) data to the Voice Recorder system via an API provided by Eventide/Wahltec. The Voice Recorder system assigns the CFS data to the recording. Assigned voice recordings may be accessed with a link in the CFS screen which calls the Eventide/Wahltec API for the recording. Playback is handled in accordance with workstation settings for the audio player.

1.1.5 CAD – Eventide Voice Recorder Interface

This is a two-way interface from the Eventide voice recorder system to Zuercher CAD. Zuercher Suite sends call for service (CFS) data to the Voice Recorder system via an API provided by Eventide. The Voice Recorder system assigns the CFS data to the recording. Assigned voice recordings may be accessed with

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a link in the CFS screen which calls the Eventide API for the recording. Playback is handled in accordance with workstation settings for the audio player.

1.1.6 CAD – ProQA Platinum Certified Interface (Import and Export)

This is a two-way interface between CAD and ProQA. From a call for service (CFS) in CAD, the ProQA application is launched manually or automatically from configured incident codes. CAD sends CFS data to ProQA. CAD users select the appropriate ProQA discipline (Law, Fire, or Medical), and follow the scripted call dialog within ProQA. When triggered by ProQA, CAD imports the call details, including the Responder Summary, to the CFS and updates the incident code if necessary.

1.1.7 CAD – Rip and Run Interface (Fax/Email)

This is a one-way interface from Zuercher CAD to fax and email services. Completed Calls for Service (CFS) from CAD are output (printed) to the services. Zuercher provides the connection from Zuercher Suite to the SMTP server.

Customer will provide Zuercher with SMTP information for setup and will manage all user configurations.

1.1.8 Jail – Commissary Interface (Export)

This is a one-way interface from Zuercher Jail to export inmate demographic data in XML, CSV, or JSON format. Zuercher will deploy a RESTful web service containing the inmate demographic data for Swanson/Trinity to access and consume. Zuercher will also provide Swanson/Trinity with credentials to access the RESTful web service. Data exposed in the RESTful web service will be set up by Zuercher.

1.1.9 Jail – Guardian RFID Interface (Import and Export)

This is a two-way interface between Zuercher Jail and Guardian. Zuercher will provide a database view to Guardian to allow it to query for new inmate records, their associated demographics, and cell location information. Guardian will provide Zuercher access to its web service to import inmate activities scanned in from the Guardian wrist-band system. Zuercher will also implement a Windows Service that allows Jail to import activity date, time, name, inmate number, and officer ID (if included) for each corresponding inmate activity from the Guardian web service once per minute.

1.1.10 Jail – Inmate Phone Interface (Export)

This is a one-way interface from Zuercher Jail to export inmate demographic data in XML, CSV, or JSON format. Zuercher will deploy a RESTful web service containing the inmate demographic data for Prodigy to access and consume. Zuercher will also provide Prodigy with credentials to access the RESTful web service. Data exposed in the RESTful web service will be set up by Zuercher.

1.1.11 Jail – Livescan/AFIS Interface (Export)

This is a one-way interface from Zuercher Jail to the AFIS network. When an inmate is booked into Jail, a NIST file is sent to the AFIS Livescan device. Zuercher Technologies creates the web service which sends the NIST file to AFIS.

1.1.12 Jail – N-DEx Adapter (IB IEPD)

This is an adapter that produces XML that is conformant to the N-DEx Incarceration/Booking (IB) IEPD. Zuercher Suite transmits data to the N-DEx web service via Zuercher's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

Zuercher Suite Contract**1.1.13 Jail – VINE Interface (Export)**

This is a one-way interface from Zuercher Jail to Appriss. Zuercher will create a read-only database connection for Appriss to access specific data views. Upon the completion of an inmate booking and when an inmate is released, inmate data will be made available through these views for consumption by Appriss. Appriss is responsible for querying these views for booking and release data, as well as daily active inmate population reports. Zuercher will provide Appriss with database user information.

1.1.14 Records - IA Crime Reporting Interface (NIBRS)

This is a one-way interface from Zuercher Records to IA NIBRS. Customer is able to select cases in Zuercher Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. Zuercher creates functionality to support the text file export from Zuercher Records.

1.1.15 Records - IA TraCS Accident Reports Interface (Import, includes one form)

This is a one-way interface from the Iowa Department of Transportation's TraCS to Zuercher Records. Customer sends Accident Reports as XML files through TraCS to a shared directory within the Customer's network. Base-64 encoded PDFs of the accident report, which also contains the accident diagram, are embedded within the XML files. These files are then imported into Basic Accident Reports. Records users will review and approve these imported accident records into the master accident report log. All Zuercher Basic Accident Report fields will be populated with their corresponding data from TraCS. Fields in TraCS which do not map to specific Zuercher Basic Accident Report data will be included in a general text area on the Zuercher Basic Accident Report.

Zuercher will set up the network share for IA TraCS, and will be responsible for importing the files, and the removal of those files once processed.

1.1.16 Records - IA TraCS eCitations Reports Interface (Import, includes one form)

This is a one-way interface from the Iowa Department of Transportation's TraCS to Zuercher Records. Customer sends Uniform Traffic citations as XML files through TraCS to a shared directory within Customer's network. Base-64 encoded PDFs of eCitations attachments are embedded within the XML files. These files are then imported into Records. Records users will review and approve these imported citations into the master citation log.

Zuercher will set up the network share for IA TraCS, and will be responsible for importing the files, and the removal of those files once processed.

1.1.17 Records – N-DEx Adapter (IA IEPD)

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. Zuercher Suite transmits data to the N-DEx web service via Zuercher's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.18 Zuercher Suite – NCIC Interface (Basic Query Package)

This is a two-way interface between Zuercher Suite and the Zuercher-provided NCIC server. The following basic queries will be generated by Zuercher Suite and passed to the NCIC server: QA (Article), BQ (Boat), QG (Gun), DQ (Driver's License), RQ (Vehicle Registration), Data Mining (IA only). The Zuercher-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Zuercher Suite.

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Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data returns will only be returned for the state in which Customer is located.

1.1.19 Zuercher Suite – Additional Agency NCIC Interface (Basic Query Package)

This interface allows for additional agencies on the same system, other than Customer, to access and use the NCIC functionality described in 1.1.18.

1.1.20 Zuercher Suite – NCIC Interface (Additional States Data Mining)

This interface will allow users to run NLETS Data Mining queries (data returns) for the following states directly from Zuercher Suite: MN. This data mining is provided in addition to the IA data mining which is included in the Statement of Work.

1.1.21 Zuercher Suite – NCIC Interface (Criminal History Package)

This is a two-way interface between Zuercher Suite and the Zuercher-provided NCIC server. Criminal History queries will be generated by Zuercher Suite and passed to the NCIC server. The Zuercher-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Zuercher Suite.

1.1.22 Zuercher Suite – NCIC Interface (Warrants)

This is a two-way interface between Zuercher Suite and the state message switch. Authorized Zuercher Suite users can perform wanted person submissions to NCIC via the state message switch directly from the warrants screen in Zuercher Suite. Contractor will provide the following forms: EW, EWJ, MDW, CW, XW, QW, QWI, DW, XDW, EN and XN. Request and return information will be logged to the NCIC tab on the warrants screen in Zuercher Suite, and contain a link to the warrant.

1.1.23 Zuercher Suite – Time Synchronization Interface

This is a one-way interface that uses NTP to keep all Zuercher server's clocks in sync.

1.2 Data Conversion

Zuercher will provide data conversion services from one (1) of Customer's current software database sources to one (1) Zuercher database module. For example, Customer's current CAD database will be converted to Zuercher CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

Zuercher will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to Zuercher software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

- (a) MS SQL .bak files with database version and credential information
- (b) MySQL .dump or .sql files with database version and credential information
- (c) PostgreSQL .sql files with database version and credential information
- (d) MS Access 2003 or newer .mdb files

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- (e) CSV files with column headers and relationship mapping documentation
- (f) Oracle 10g or newer backup files

1.2.1 LETG CAD (Cerro Gordo SO)

Data will be converted into the Zuercher CAD module from the LETG CAD database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided, "CAD_backup_2016_06_30_084019_8348536.bak".

1.2.2 LETG CAD (Clear Lake PD)

Data will be converted into the Zuercher CAD module from the LETG CAD database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided, "CADLETG_backup_2016_06_30_084019_8504925.bak".

1.2.3 LETG Records (All LE)

Data will be converted into the Zuercher Records module from the LETG Records database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided, "letgbackup_20160630.sql".

1.2.4 LETG Jail (Cerro Gordo SO)

Data will be converted into the Zuercher Jail module from the LETG JMS database and data will be provided in one of the formats listed above. Data will be in a form substantially similar to that of the provided, "letgbackup_20160630.sql".

1.2.5 GIS Data Conversion (One-time Set Up)

In Zuercher's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, Zuercher will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be converted from the source files into the ArcGIS format, set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized Zuercher software Go Live.

Zuercher cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with Zuercher to ensure the data is built according to the desired specifications.

2.0 Customer Hardware, Network and Power Requirements

Zuercher is not responsible for installation or networking of the computer hardware required for operating Zuercher Software.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

2.1 Server Hardware

1. Two (2) rack-mount servers will be purchased by Customer as part of this agreement.
2. They will be configured as Zuercher Suite Servers as follows:
 - (a) One (1) Production Server with Lantronix remote access device
 - (b) One (1) Testing/Training server
3. The servers will be installed at the Cerro Gordo County Sheriff's Office.
4. In addition to the standard Zuercher Suite operating environment, the Production Server will have the capability of running the following on a virtual machine:
 - (a) One (1) virtual NCIC server (message switch)
 - (b) One (1) virtual GIS server
5. Ten (10) inches of rack space is required at the primary server location for one (1) Zuercher Suite Production rack-mounted server (3.5"), one (1) Zuercher Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").

2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the Zuercher Suite Production rack-mounted server, three (3) for the Zuercher Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by Zuercher.

2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) Zuercher Suite Production rack-mounted server, one (1) Zuercher Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

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2.4 Peripheral Hardware

2.4.1 Jail – Mugshot Camera Package

This contract will provide for two (2) mugshot camera packages that will include one (1) Canon EOS Rebel Body, one (1) EF-S 38-55mm lens, one (1) strap, one (1) video cable, one (1) USB interface cable, one (1) battery pack, one (1) battery charger, one (1) Canon AC Adapter Kit, and one (1) InPhoto ID SLR license.

2.4.2 Jail – Electronic Signature Pad (Topaz)

This contract will provide for two (2) electronic signature pad packages that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord.

2.4.3 Mobile – GPS Receiver (Garmin)

This contract will provide for forty-two (42) GPS receivers. These GPS receivers are the Garmin 18x USB model.

2.4.4 Records – Property & Evidence Barcode Scanner and Printer Package (Wasp)

This contract will provide for three (3) property and evidence barcode scanner and printer packages that will include one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

2.4.5 Records – Electronic Signature Pad (Topaz)

This contract will provide for three (3) electronic signature pad packages that will include one (1) SignatureGem LCD 1x5 pad with attached pen and one (1) USB cord

3.0 Services

3.1 Project Management

3.1.1 Customer Project Manager

Customer shall provide one primary Project Manager to be the main point of contact for Zuercher.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a Zuercher Build Team. With assistance from Zuercher Implementation Analysts, Customer's Build Team is responsible for the configuration of Zuercher software. The Build Team should expect to devote 10-20% of each week of implementation to Zuercher configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with Zuercher on configuration and project activities.

Customer's Dedicated Project Manager

3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.
2. Designate people responsible for specific roles as needed, examples below:

(a) Module Subject Matter Experts (SMEs)

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- (b) Hardware Project Manager
 - (c) Zuercher Build Team Members
 - (d) Data Conversion Review Team Members
 - (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
 4. Escalate issues to the Zuercher project manager
 5. Eliminate roadblocks for completing project on schedule
 6. Sign various project documents and ensuring signoff documents and deliverables are provided to Zuercher project manager in a timely manner
 7. Organize training schedules, training rooms, and training equipment
 8. Provide real world scenarios for testing and review

3.1.2 Zuercher Project Manager and Project Team

From the start of the project, a Zuercher project manager will work with Customer as the single point of contact for implementation of the Zuercher Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The Zuercher project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the Zuercher Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

Zuercher uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the Zuercher implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon as part of the CMD Approval process to ensure a successful Go Live.

3.2.1 Kickoff Meeting

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 Business Practice Review

During this meeting, the Zuercher project team works with Customer's build team to determine the contents of the Configuration Management Document (CMD). All product needs and requests are reviewed, and the Zuercher project team documents in the CMD how the software currently meets

those needs or how Zuercher plans to develop additional functionality to fulfill them.

3.2.3 CMD Approval

After the CMD is composed, the Zuercher project team reviews it with Customer's project manager and build team and to ensure that all aspects of the initial proposal have been satisfied.

3.2.4 Configuration, Conversion, and Interfaces

After the CMD is approved and signed, work begins on the steps outlined in it, including the necessary configuration, data conversions, and interfaces.

3.2.4.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of Zuercher software is guided by Implementation Analysts, via in-person or remote online sessions, but is considered a Customer responsibility to complete.

3.2.4.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a Zuercher Implementation Analyst. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to Zuercher software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized Zuercher software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to Zuercher configuration work. Each module converted will require participation of SMEs.

See *Exhibit A: Statement of Work: 1.2.5 GIS Data Conversion* for information regarding the GIS data conversion process.

3.2.4.3 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial Zuercher kickoff meeting. Customer will set up conference calls with Zuercher and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from Zuercher software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between Zuercher and the third-party interface vendor(s).

Zuercher software interface specifications must be clearly defined in the CMD and thoroughly tested by Customer before Go Live.

3.2.5 Final System Review

Throughout the project, implementation analysts from Zuercher will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

3.2.6 Train-the-Trainer and/or End User Training

Zuercher offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has

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sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.7 Go Live

Zuercher provides on-site support the day that the new system goes live. Any questions that arise are addressed immediately by the on-site team, ensuring that the first day(s) using the new system goes smoothly.

3.2.8 System Acceptance

Customer has reviewed all aspects of the system to ensure that the system meets the required functionality. After system acceptance, the Zuercher Support Center becomes the point of contact for questions and concerns; however, the project implementation team continues to be available throughout the transition.

3.3 Training and Go Live Support

3.3.1 Training

Zuercher staff will provide for up to twenty-five (25) person-days of on-site or remote training.

The number of days specified for 'on-site' services herein may include travel days in addition to actual days on site at Customer's location(s). Zuercher will make a good faith effort to minimize the travel time which is necessary for a project by working with Customer to most efficiently plan and schedule the delivery of on-site services.

3.3.1.1 System Configuration and Training

(5 person days on-site, 4 remote) – The first portion of training will be performed by the Zuercher project team. Team members will train and guide Customer's Build Team in configuring the Zuercher Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through Zuercher-guided configuration of the system, the Build Team becomes well versed in the Zuercher software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

(9 person days on-site, 5 remote) – Trainers will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in Zuercher software that each group needs to know and use.

3.3.1.3 Refresher Training

(2 person days remote) – Zuercher will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using Zuercher Suite.

3.3.2 Training Resources

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Trainer Resources

1. One (1) computer with a network connection
2. Most recent Zuercher Suite version installed and tested (includes login)

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3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for trainer

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required, three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent Zuercher Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 Go Live Support

(12 person days on-site) – Zuercher staff will be on site at Customer site for Go Live. The project manager and/or implementation analysts will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions.

Exhibit B: Pricing Detail

Software and Servers	Comments	Unit	Qty	Price	Total
Zuercher Suite Production Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)			1	\$ 18,000	\$ 18,000
Zuercher Suite Training/Testing Server (Dell Server, OS, Zuercher Suite Base Software, DB, Installation & Testing)			1	\$ 12,000	\$ 12,000
Zuercher Suite Production NCIC Server (Virtualized Server, OS, Installation & Testing)			1	\$ 4,000	\$ 4,000
Zuercher Suite Production GIS Server (Virtualized Server, OS, Software, Analytics, Installation & Testing)			1	\$ 9,000	\$ 9,000
Esri Server License (Esri ArcGIS for Server Workgroup Standard)			1	\$ 5,000	\$ 5,000
Administration Server License	Cerro Gordo County SO		1	\$ 7,500	\$ 7,500
Administration Server License - Additional Agency	Mason City PD		1	\$ 3,750	\$ 3,750
Administration Server License - Additional Agency	Clear Lake PD		1	\$ 3,750	\$ 3,750
CAD Server License	Cerro Gordo County SO (911)	Per Agency	1	\$ 75,000	\$ 75,000
CAD Server License - Additional Agency	Clear Lake PD (911)	Per Agency	1	\$ 22,000	\$ 22,000
CAD - Basic Paging Interface (SMS/Email)			1	Included	Included
CAD - E911 (ANI/ALI) Interface	Motorola (CGC911)		1	Included	Included
CAD - E911 (ANI/ALI) Interface	Zetron (CLPD)		1	Included	Included
CAD - EvenTide Voice Recorder Interface	Eventide/Wahltec (CGC911)		1	\$ 9,500	\$ 9,500
CAD - EvenTide Voice Recorder Interface	Eventide (CLPD)		1	\$ 9,500	\$ 9,500
CAD - ProQA Platinum Certified Interface (Import and Export)	Cerro Gordo County SO (911)		1	\$ 25,000	\$ 25,000
CAD - Rip and Run (Fax/Email) Interface			1	Included	Included
Mapping CAD Client License (for all CAD workstations)	Cerro Gordo County SO (911)	Per Agency	1	\$ 30,000	\$ 30,000
Mapping CAD Client License - Additional Agency (for all CAD workstations)	Clear Lake PD (911)	Per Agency	1	\$ 15,000	\$ 15,000
Mapping AVL Server License		Per Agency	1	\$ 20,000	\$ 20,000
Mapping AVL Server License - Additional Agency		Per Agency	1	\$ 6,500	\$ 6,500
Mapping AVL Playback Server License			1	\$ 6,500	\$ 6,500
Civil Server License		Per Agency	1	\$ 12,500	\$ 12,500
Financial Server License	Cerro Gordo County SO	Per Agency	1	\$ 14,500	\$ 14,500
Jail Server License	Cerro Gordo County SO	Per Facility	1	\$ 45,000	\$ 45,000
Jail - Commissary Interface (Export)	Swanson/Trinity		1	\$ 5,000	\$ 5,000
Jail - GUARDIAN RFID Interface (Import and Export)			1	\$ 5,000	\$ 5,000
Jail - Inmate Phone Interface (Export)	Prodigy		1	\$ 5,000	\$ 5,000
Jail - Livescan/AFIS Interface (Export)			1	\$ 8,500	\$ 8,500
Jail - N-DEX Adapter (IB IEPD)			1	Included	Included
Jail - VINE Interface (Export)			1	\$ 5,000	\$ 5,000
Mobile Server License			1	\$ 12,750	\$ 12,750
Mobile AVL Client License	Cerro Gordo County SO	Per Unit	20	\$ 200	\$ 4,000
Mobile AVL Client License	Mason City PD	Per Unit	15	\$ 200	\$ 3,000
Mobile AVL Client License	Clear Lake PD	Per Unit	7	\$ 200	\$ 1,400
Mobile CAD Client License	Cerro Gordo County SO	Per Unit	20	\$ 450	\$ 9,000
Mobile CAD Client License	Mason City PD	Per Unit	15	\$ 450	\$ 6,750
Mobile CAD Client License	Clear Lake PD	Per Unit	7	\$ 450	\$ 3,150
Mobile Civil Client License	Cerro Gordo County SO	Per Unit	20	Included	Included
Mobile Mapping Client License	Cerro Gordo County SO	Per Unit	20	\$ 550	\$ 11,000
Mobile Mapping Client License	Mason City PD	Per Unit	15	\$ 550	\$ 8,250
Mobile Mapping Client License	Clear Lake PD	Per Unit	7	\$ 550	\$ 3,850
Mobile NCIC Client License		Per Unit	42	Included	Included
Mobile Records Client License	Cerro Gordo County SO	Per Unit	20	\$ 950	\$ 19,000
Mobile Records Client License	Mason City PD	Per Unit	15	\$ 950	\$ 14,250
Mobile Records Client License	Clear Lake PD	Per Unit	7	\$ 950	\$ 6,650

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Portal Server License		1	\$	12,500	\$	12,500
Records Server License	Cerro Gordo County SO	1	\$	50,000	\$	50,000
Records Server License - Additional Agency	Mason City PD	1	\$	15,000	\$	15,000
Records Server License - Additional Agency	Clear Lake PD	1	\$	15,000	\$	15,000
Records - IA Crime Reporting (NIBRS) Interface		1	Included		Included	
Records - IA TraCS Accident Reports Interface (Import, includes one form)		1	\$	7,500	\$	7,500
Records - IA TraCS eCitations Interface (Import, includes one form)		1	\$	7,500	\$	7,500
Records - N-DEx Adapter (IA IEPD)		1	Included		Included	
Reporting Server License		1	Included		Included	
Reporting Universal Interface Engine		1	Included		Included	
Zuercher Suite - NCIC Interface (Basic Query Package)	QA (Article), BQ (Boat), QG (Gun), DQ (Drivers License), RQ (Vehicle Registration), Data Mining (IA only)	1	\$	10,000	\$	10,000
Zuercher Suite - Additional Agency NCIC Interface (Basic Query Package)	Mason City PD	1	\$	2,500	\$	2,500
Zuercher Suite - Additional Agency NCIC Interface (Basic Query Package)	Clear Lake PD	1	\$	2,500	\$	2,500
Zuercher Suite - NCIC Interface (Additional States Data Mining)	MN	1	\$	1,250	\$	1,250
Zuercher Suite - NCIC Interface (Criminal History Package)	AQ, AR, FQ, IQ, QH, QR, QRI, QMNI	1	\$	1,250	\$	1,250
Zuercher Suite - NCIC Interface (Warrants)		1	\$	10,000	\$	10,000
Zuercher Suite - Time Synchronization Interface		1	Included		Included	
Software and Servers Pre-Discount Subtotal				\$ 620,550		
Software and Servers Discount				\$ (370,607)		
Software and Servers Total				\$ 249,943		
Peripheral Hardware	Comments	Unit	Qty	Price	Total	
Jail - Mugshot Camera Package (Canon EOS Rebel)	Cerro Gordo County SO		2	\$ 1,495	\$	2,990
Jail - Electronic Signature Pad (Topaz)	Cerro Gordo County SO		2	\$ 495	\$	990
Mobile - GPS Receiver (Garmin)	Cerro Gordo County SO		20	\$ 85	\$	1,700
Mobile - GPS Receiver (Garmin)	Mason City PD		15	\$ 85	\$	1,275
Mobile - GPS Receiver (Garmin)	Clear Lake PD		7	\$ 85	\$	595
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Cerro Gordo County SO		1	\$ 1,295	\$	1,295
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Mason City PD		1	\$ 1,295	\$	1,295
Records - Property & Evidence Barcode Scanner and Printer Package (Wasp)	Clear Lake PD		1	\$ 1,295	\$	1,295
Records - Electronic Signature Pad (Topaz)	Cerro Gordo County SO		1	\$ 495	\$	495
Records - Electronic Signature Pad (Topaz)	Mason City PD		1	\$ 495	\$	495
Records - Electronic Signature Pad (Topaz)	Clear Lake PD		1	\$ 495	\$	495
Peripheral Hardware Total				\$ 12,920		

Zuercher Suite Contract

Services	Comments	Unit	Qty	Price	Total
Project Manager (includes travel time & expenses)		Per Project	1	\$ 50,194	\$ 50,194
System Admin Training and Configuration (on-site, includes travel time & expenses)		Per Day	5	\$ 1,295	\$ 6,475
System Admin Training and Configuration (remote)		Per Day	4	\$ 795	\$ 3,180
Administration Training (remote)		Per Day	1	\$ 795	\$ 795
CAD Training (on-site, includes travel time & expenses)		Per Day	5	\$ 1,295	\$ 6,475
Civil Training (remote)		Per Day	1	\$ 795	\$ 795
Financial Training (remote)		Per Day	1	\$ 795	\$ 795
Jail Training - Train the Trainer (on-site, includes travel time & expenses)		Per Day	2	\$ 1,295	\$ 2,590
Mobile Training (remote)		Per Day	2	\$ 795	\$ 1,590
Records Training - Train the Trainer (on-site, includes travel time & expenses)		Per Day	2	\$ 1,295	\$ 2,590
Go-live Support (on-site, includes travel time & expenses)		Per Day	12	\$ 1,295	\$ 15,540
Refresher Training (remote)		Per Day	2	\$ 795	\$ 1,590
Mapping – One-time GIS Data Set Up			1	\$ 4,500	\$ 4,500
Data Conversion	LETG CAD (Cerro Gordo SO)	Per Module	1	\$ 7,500	\$ 7,500
Data Conversion	LETG CAD (Clear Lake PD)	Per Module	1	\$ 7,500	\$ 7,500
Data Conversion	LETG RMS (all agencies)	Per Module	1	\$ 7,500	\$ 7,500
Data Conversion	LETG JMS (Cerro Gordo SO)	Per Module	1	\$ 7,500	\$ 7,500
Services Total				\$	127,109
TOTALS					Total
Software and Servers Pre-Discount Subtotal				\$	620,550
Software and Servers Discount				\$	(370,607)
Software and Servers Total				\$	249,943
Peripheral Hardware Total				\$	12,920
Services Total				\$	127,109
TOTAL				\$	389,972
Maintenance & Support Pre-Discount Subtotal				\$	105,535
Maintenance & Support Discount				\$	(35,882)
Maintenance & Support (Year 1)			1		\$0.00
Maintenance & Support (Year 2)			1	\$	69,653

Taxes are not included in the pricing. On-site services provided on a 'per day' basis may include both actual time spent on site as well as travel time to and from the site.

Exhibit C: Payment Schedule

The total amount of this contract is \$389,972. Customer and each of the Additional Agencies will be invoiced separately as follows:

Cerro Gordo County Sheriff's Office

The total amount due from this agency is \$132,981.80.

The amounts due under this contract are as follows:

Payment due July 1, 2017	50%	\$66,490.90
Upon delivery of the initial draft of the Configuration Management Document (CMD)	30%	\$39,894.54
Go Live	20%	\$26,596.36

Commencing one year after the System reaches "Go Live," an annual maintenance fee of \$22,811.36 will be due. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes. See Agreement section 8.13 Taxes for more information.

Cerro Gordo County 911

The total amount due from this agency is \$131,602.61

The amounts due under this contract are as follows:

Payment due July 1, 2017	50%	\$65,801.31
Upon delivery of the initial draft of the Configuration Management Document (CMD)	30%	\$39,480.78
Go Live	20%	\$26,320.52

Commencing one year after the System reaches "Go Live," an annual maintenance fee of \$23,988.49 will be due. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes. See Agreement section 8.13 Taxes for more information.

Clear Lake Police Department

The total amount due from this agency is \$58,889.92.

The amounts due under this contract are as follows:

Payment due July 1, 2017	50%	\$29,444.96
Upon delivery of the initial draft of the Configuration Management Document (CMD)	30%	\$17,666.98
Go Live	20%	\$11,777.98

Commencing one year after the System reaches "Go Live," an annual maintenance fee of \$10,733.53 will be due. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes. See Agreement section 8.13 Taxes for more information.

Mason City Police Department

The total amount due from this agency is \$66,497.67.

The amounts due under this contract are as follows:

Payment due July 1, 2017	50%	\$33,248.84
Upon delivery of the initial draft of the Configuration Management Document (CMD)	30%	\$19,949.30
Go Live	20%	\$13,299.53

Commencing one year after the System reaches "Go Live," an annual maintenance fee of \$12,119.62 will be due. Thereafter, the annual maintenance fee shall increase by an amount not to exceed 5% from the prior year.

These amounts do not include any taxes. See Agreement section 8.13 Taxes for more information.

Exhibit D: Maintenance Agreement

1.0 Term

The initial term of annual Maintenance under this Exhibit D begins on the date of Go Live and ends twelve (12) months thereafter. The fee for the initial term is included as a line item in the pricing set forth in *Exhibit B: Pricing Detail*. Maintenance is renewable on an annual basis upon payment of the applicable maintenance and support fee. Zuercher will invoice Customer, and the Additional Agencies prior to the end of each annual maintenance term.

2.0 Software Updates

While this Agreement has not expired, Zuercher will maintain the Software by providing software updates and enhancements to Customer. All software updates provided to Customer by Zuercher pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

At a time mutually acceptable to the parties, Zuercher will install software updates remotely.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer for itself and the Additional Agencies under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

3.0 Support

3.1 General Support

Zuercher shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for Zuercher Suite customers. Customer will be the lead agency to initiate support calls. However, if Customer is not available, calls for support may be initiated by one of the Additional Agencies.

3.2 Server Hardware Maintenance

Zuercher will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

3.3 Customer Responsibilities

3.3.1 Access to Premises

Customer shall provide Zuercher with reasonable and timely access to the sites and personnel necessary for Zuercher to perform its obligations under this Agreement.

3.3.2 Zuercher Server Access

Customer will ensure that all Zuercher Suite servers are network accessible to Zuercher at all times via SSH.

3.3.3 System Administrator

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and Zuercher. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

3.3.4 Security

Customer is responsible for providing all network and physical security.

3.3.5 System Updates

Customer shall work in good faith to allow Zuercher to install System updates as requested by Zuercher.

RESOLUTION NO. 17 -

A RESOLUTION AUTHORIZING APPROVAL OF A CHAPTER 28E INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF MASON CITY, THE CITY OF CLEAR LAKE, THE CERRO GORDO COUNTY 911 SERVICE BOARD AND THE COUNTY OF CERRO GORDO IOWA FOR THE PURCHASE AND IMPLEMENTATION OF ZUERCHER SUITE SOFTWARE FOR COMPUTER AIDED DISPATCH (CAD), RECORDS MANAGEMENT SYSTEM (RMS), MOBILES, AND JAIL MANAGEMENT SYSTEM (JMS)

WHEREAS, Iowa Code, Section 28E, permits political subdivisions to make efficient use of their powers by enabling them to provide joint services with other Public Agencies and to cooperate in other ways of mutual advantage, and to exercise and enjoy jointly powers, privileges or authority exercised or capable of being exercised by one Public Agency of this state or private agencies for the joint or cooperative actions, and

WHEREAS, the City of Mason City, is a political subdivision being duly organized and existing under and by virtue of the laws and constitution of the State of Iowa, and

WHEREAS, the parties desire to create a separate legal entity under Chapter 28E of the Code of Iowa for the purchase and implementation of Zuercher Suite Software for computer aided dispatch (CAD), records management system (RMS), mobiles, and jail management system (JMS), and

WHEREAS, this Governing Body desires to accept the Intergovernmental Cooperation 28E Agreement with the City of Clear Lake, the Cerro Gordo County E911 Service Board, and the County of Cerro Gordo, Iowa;

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

Section 1: That the Intergovernmental Cooperation 28E Agreement should be and the same is hereby approved and adopted.

Section 2: That the Mayor is authorized and City Clerk hereby directed to execute any and all such documents as may be deemed necessary and appropriate to effect the execution of this 28E Agreement and to carry out the intent and purpose of this resolution and 28E Agreement.

PASSED AND APPROVED this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

RESOLUTION NO. 08 - 41

A RESOLUTION AUTHORIZING APPROVAL OF A CHAPTER 28E INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CITY OF MASON CITY, THE CITY OF CLEAR LAKE, THE CERRO GORDO COUNTY 911 SERVICE BOARD AND THE COUNTY OF CERRO GORDO IOWA TO PROVIDE A PUBLIC SAFETY RECORDS MANAGEMENT SYSTEM (RMS)

WHEREAS, Iowa Code, Section 28E, permits political subdivisions to make efficient use of their powers by enabling them to provide joint services with other Public Agencies and to cooperate in other ways of mutual advantage, and to exercise and enjoy jointly powers, privileges or authority exercised or capable of being exercised by one Public Agency of this state or private agencies for the joint or cooperative actions, and

WHEREAS, the City of Mason City, is a political subdivision being duly organized and existing under and by virtue of the laws and constitution of the State of Iowa, and

WHEREAS, the parties desire to create a separate legal entity under Chapter 28E of the Code of Iowa to provide a Public Safety Records Management System (RMS), and

WHEREAS, this Governing Body desires to accept the Intergovernmental Cooperation 28E Agreement with the City of Clear Lake, the Cerro Gordo County E911 Service Board, and the County of Cerro Gordo, Iowa;

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

Section 1: That the Intergovernmental Cooperation 28E Agreement should be and the same is hereby approved and adopted.

Section 2: That the Mayor and City Clerk of the City of Mason City should be and are hereby directed and authorized to execute any and all such documents as may be deemed necessary and appropriate to effect the execution of this 28E Agreement and to carry out the intent and purpose of this resolution and 28E Agreement.

PASSED AND APPROVED this 19th day of February, 2008.

/s/Roger Bang
Roger Bang, Mayor

ATTEST:

/s/Brent Trout
Brent Trout, City Clerk

City of Mason City
Mason City Police Department

Memorandum

To: Brent Trout, City Administrator
From: Jeff Brinkley, Police Chief
Date: May 31, 2017
RE: Request to Purchase Unmarked Police Vehicle

Recommendation:

To approve the purchase of a 2016 Ford Fusion from Finish Line Motors, 1501 S Federal, Mason City.

Review:

As part of our department's fleet management program, we also manage unmarked vehicles that fill a variety of functions at MCPD. We need to replace a 2004 Pontiac Grand Prix that has just over 124,000 miles on it.

We looked at three used 2016 Ford Fusions available from local dealers that would fit our specifications for use. The prices on those vehicles were as follows:

Dealer	Price
Billion Ford	\$15,959
Mason City Ford	\$15,577
Finish Line Motors	\$15,500

We have two vehicles to trade-in, a 2004 Grand Prix and a 2008 Chevy Impala, total trade value of \$5,000. Trade-in allows us to reduce the purchase price to \$10,500.

Budget Impact:

Our operations budget for FY 2017 includes the funding necessary to cover the purchase price of the Ford Fusion.

Council Action Requested:

To approve the purchase of a used 2016 Ford Fusion from Finish Line Motors.

Jeff Brinkley

Jeff Brinkley, Police Chief

Brent Trout

Reviewed and Recommend Approval

Mason City Police Department

I N T E R

O F F I C E

MEMO

Jeff Brinkley, Chief of Police

Date: May 30, 2017
To: Chief Brinkley
From: Lieutenant Wernet
Subject: Vehicle purchase

I am submitting this memo as my recommendation to purchase (1) 2016 Ford Fusion SE VIN 3FA6P0HDXGR399044 for a purchase price of \$15,500 from Finish Line Motors, 1501 South Federal, Mason City, Iowa 50401.

This vehicle will replace a vehicle that is currently being used in our Investigations Division. The car we will be replacing is a 2004 Pontiac Grand Prix VIN 2G2WP522141308200 with 124,081 miles. We will also be trading a 2008 Chevy Impala LT VIN 2G1WT55N489224952 with 72,278 miles that used to be assigned to the Chief's Office. The trade value for these two vehicles is \$5000.

This makes the purchase price from the budget \$10,500.

I have searched the inventories for the car lots in Mason City and Clear Lake. This vehicle seems to best suit our needs for mileage, value and condition.

Thank you.

Logan Wernet



2016 Ford Fusion SE FWD

888-282-3251 (tel:888-282-3251)

Exterior: Ruby Red Metallic Tinted Clearcoat, Interior: Dune, Status: In Stock, Mileage: 21339, Engine: Regular Unleaded I-4 2.5 L/152, Trans: Automatic, Stock#: PR8234, VIN #: 3FA6P0H73GR361519

CALL: 800-916-2250



*Picture may not represent actual vehicle.



Price

\$15,577*

Schedule a Test Drive (/LeadDelivery/EnticementLead?title=Used&vehicleId=50709163)

Email Seller (/Inventory/VehicleLead?viewId=4455&vehicleId=50709163&customerId=37189)

Vehicle Video (<http://vid.dmotorworks.com/vid5/?client=FORD&vid=4406AD1DC56568FEE05347824D64CB3D&h=500&w=603&mobile=true>)

EPA-Est
City MPG*
22

EPA-Est
Hwy MPG*
34



VIEW
ORIGINAL
WINDOW
STICKER

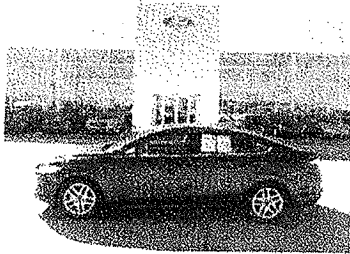
<http://www.windowsticker.forddirect.com/windowsticker.pdf?token=SKrhvDZ9bwluTRJdtMg9svroCQqVaj914bDI053ywk012d2Fjl1k9uRrtfKb%2BczS9Ci3kJ96XYbOK80nrYHVcfImbmMS%2FqYo%3D>

Call Us Now: 641-323-2728

Billion Ford

3101 Willow Creek Court, Clear Lake, IA 50428-8526

2016 Ford Fusion SE



\$ 15,959

VIN: 3FA6P0H70GR235652

Mileage: 41,400

Engine: 2.5L I4 16V MPFI DOHC

Transmission: 6-Speed Automatic

Exterior: Red

Stock ID: 610344

Dealer Information



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Billion Ford

3101 Willow Creek Court
Clear Lake, IA 50428-8526

Contact Us

Tel: (641) 323-2728

RESOLUTION NO. 17 -

A RESOLUTION APPROVING THE PURCHASE OF A 2016 FORD
FUSION FROM FINISH LINE MOTORS OF MASON CITY, IOWA
FOR THE POLICE DEPARTMENT

WHEREAS, the City of Mason City did request proposals for the purchase of a
2016 Ford Fusion, and

WHEREAS, Finish Line Motors of Mason City, Iowa, submitted the most respon-
sive proposal;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Ma-
son City, Iowa:

Section 1: That the City Council of the City of Mason City, Iowa does hereby ap-
prove the purchase of a 2016 Ford Fusion from Finish Line Motors of Mason City, Iowa in the
amount of \$15,500.

Section 2: That the Mayor is authorized and Clerk hereby directed to execute said
contract/purchase with said providers, said contract/purchase not to be binding on the City until
approved by this Council.

PASSED AND APPROVED this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

City of Mason City
Operations and
Maintenance Department

Memorandum

To: Brent Trout, City Administrator
From: William P. Stangler, Operations and Maintenance Manager
Date: May 31, 2017
RE: Authorization to Replace Aeration Building and Pump Station 2 Roofs

Recommendation:

It is recommended that Council authorize hiring Midwest Roofing of Mason City, Iowa for \$49,600.00 to replace the roofs on the Aeration Building and Pump Station 2 at the Water Reclamation Facility.

Review:

The Capital improvement portion of the 2018 budget allocated funds for replacement of the roofs on two buildings located at the Water Reclamation Facility. Existing roofs have started leaking. This project involves the replacement of existing rock ballasted roof system with a membrane glued roofing system. Both local roofing contractors were requested to submit quotes for replacement of the roof.

Below is a summary of the quotes.

Mid-west Roofing Company	\$49,600.00
Northern Cedar Service	\$54,442.00

Budget Impact:

The budget includes a Roof Replacement CIP for \$45,000. The remaining \$4,600 will be taken from money remaining in CIP 2017 - 83 which was to be used for tuck point repairs and facility painting.

Council Action Requested:

It is recommended that Council authorize hiring Midwest Roofing of Mason City, Iowa for \$49,600.00 to replace the roofs on the Aeration Building and Pump Station 2 at the Water Reclamation Facility.

William P. Stangler

William P. Stangler, Operations & Maintenance Manager

Brent Trout

Reviewed and Recommend Approval

RESOLUTION NO. 17 –

A RESOLUTION MAKING AWARD OF CONTRACT TO MIDWEST
ROOFING OF MASON CITY, IOWA FOR REPLACEMENT OF THE
AERATION BUILDING ROOF AND PUMP STATION 2 ROOF AT
THE WATER RECLAMATION FACILITY

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

Section 1: That the proposal for the construction of the replacement of the Aeration Building Roof and Pump Station 2 Roof at the Water Reclamation Facility in the City of Mason City, Iowa, be and is hereby accepted as follows:

Contractor:	Midwest Roofing
of:	Mason City, Iowa
Amount of Proposal:	49,600.00
Portion of Project:	Scope of the project

Section 2: That the Mayor and Clerk are hereby directed to execute a contract for said services, said contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED, this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

City of Mason City Engineering Department

Memorandum

To: Brent Trout, City Administrator
From: Mark A. Rahm, P.E., City Engineer
Date: May 31, 2017
RE: Drainage District No. 17

Recommendation:

The recommendation is; that the City Council sets a public hearing date for Drainage District No. 17, Completion Report.

Review:

The Drainage District No. 17 project is completed, and has been certified by the Project Engineer. Prior to final acceptance and approval of the project by the City Council, a public hearing is required on the Completion Report.

A Public Hearing on the Completion Report is being requested for June 20, 2017. A notice will be mailed to the individual owners of the land on which the work was performed and by publication in the newspaper.

Each landowner will have the opportunity to file a claim with the city engineer for damages arising out of the construction of the improvement and repair project. Claims must be filed before time fixed for the hearing.

The general extent of the work involved was for furnishing labor and new materials for improvements to Drainage District No. 17 including: Open Ditch Excavation, Clearing and Grubbing, Spoil Bank Leveling, CMP Surface Drains, CMP Tile Extensions, Class "E" Riprap, Seed and Fertilize Open Ditch, Mulch Open Ditch, Reinforced Concrete Pipe (RCP), RCP Elbow Sections, and other Associated Work and Miscellaneous Items Related Thereto.

Budget Impact:

The project is not budgeted and therefore the budget will be amended as necessary to fund the actual costs of the project. Storm Sewer Revenues are being used as the funding source; the funds will be reimbursed through assessments.

Council Action Requested:

I respectfully request that City Council set June 20, 2017 as the public hearing date for Drainage District No. 17, Completion Report.

Attachments:

Notice of Completion
Completion Report



Mark A. Rahm, P.E., City Engineer



Reviewed and Recommend Approval

COMPLETION REPORT

**OPEN DITCH AND SURFACE DRAIN REPAIRS AND MAIN TILE IMPROVEMENTS
DRAINAGE DISTRICT NO. 17
MASON CITY, IA
2016**

Contract Summary

- 1) Bids received on March 24, 2016.
- 2) Contract awarded to Rognes Brothers Excavating, Inc. ----\$223,633.30
- 3) High bid was -----\$393,314.00
- 4) Work commenced on June 1, 2016.
- 5) Contract originally required completion by November 1, 2016 but time was extended to December 1, 2016 to allow for surface drain work to be completed after crops were removed. Work was substantially completed in November, 2016 with some minor punch list items occurring in April, 2017.
- 6) Construction Costs:

	Total
Original Contract Price	\$223,633.30
Change Order No. 1 – Lower Water Service	\$ 2,275.00
Change Order No. 2 – Rectify Quantities	<u>\$ -28,942.12</u>
Total Completed Work	\$196,966.18
Total Amount Paid to Contractor	<u>\$187,117.87</u>
Total Amount Due to Contractor	\$ 9,848.31

Damages

- Landowners are eligible for damages resulting from the work on their land.
- Any interested party having a claim for damages arising out of the construction of the improvement and repair shall file said claim with the city engineer before the time fixed for hearing on the completion of the contract.
- Rognes Brothers Excavating, Inc. can be made to return and repair anything that fails because of their workmanship. The District will need to pay the contractor the bid price for any work not found to be because of their negligence.

Next Steps:

- 1) City Council accepts the work.
- 2) City Council shall review and determine claims for damages.
- 3) City Council approves Change Order No. 2 for Rectifying Quantities.
- 4) City Council approves Pay Application No. 5 - Final which pays remaining 5% retainage.
- 5) City Council directs the city clerk to make final payment to contractor thirty days after the council's acceptance of the work.

Respectfully submitted,



Kent L. Rode
Senior Civil Engineer
ISG

RESOLUTION NO. 17 -

A RESOLUTION AUTHORIZING NOTICE FIXING A DATE
FOR A PUBLIC HEARING ON THE DRAINAGE DISTRICT
NO. 17 COMPLETION REPORT

BE IT RESOLVED, That the Drainage District No. 17 is completed and has been certified by the Project Engineer, and

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice of hearing regarding the Drainage District No. 17 Completion Report once in said newspaper, said hearing to be held at 7:00 o'clock P.M. on June 20, 2017.

PASSED AND APPROVED this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

**NOTICE OF COMPLETION HEARING
OPEN DITCH AND SURFACE DRAIN REPAIRS AND
MAIN TILE IMPROVEMENTS
DRAINAGE DISTRICT NO. 17
MASON CITY, IOWA**

TO: ALL LANDOWNERS AND PERSONS INTERESTED IN THE OPEN DITCH AND SURFACE DRAIN REPAIRS AND MAIN TILE IMPROVEMENTS, DRAINAGE DISTRICT NO. 17, MASON CITY, IOWA

YOU ARE HEREBY NOTIFIED that the engineer in charge of the Open Ditch and Surface Drain Repairs and Main Tile Improvements in Drainage District No. 17, Mason City, Iowa, has filed his report that the contract with Rognes Brothers Excavating, Inc. of Lake Mills, Iowa, has been satisfactorily completed. Said report is on file in the City Engineer's Office in Mason City, Iowa.

YOU ARE FURTHER NOTIFIED that the City Council for Mason City, Iowa, acting as trustees for the drainage district has set **June 20, 2017 at 7:00 P.M.**, in the Mason City Public Library Community Room, 225 2nd Street SE, Mason City, Iowa, as the time, place and date for hearing on said report.

YOU ARE FURTHER NOTIFIED that any interested party having a claim for damages arising out of the construction, including crop damages, shall file said claim with the City Engineer's Office of Mason City, Iowa, at or before the time set for hearing on the completion of the contract, which claim shall not include any claim for land taken for right-of-way or for severance of the land.

YOU ARE FURTHER NOTIFIED that any party interested in said district or the repairs thereof may file written objections to said report and submit any evidence tending to show why said report should not be accepted. Said written objections must be filed in the office of the city engineer at or before the time set for such hearing.

YOU ARE FURTHER NOTIFIED that if the City Council finds that the work under the contract has been completed and is accepted, that the City Council shall compute the balance due the contractor, and

if there are no liens on record against such balance, they shall enter an order directing the City Clerk to draw warrant(s) in favor of said contractor upon the drainage district funds, but that such warrant(s) shall not be delivered until the expiration of thirty (30) days after the acceptance of the work.

YOU ARE FURTHER NOTIFIED that all objections to the engineer's report must be in writing and filed with the City Engineer of Mason City, Iowa at or before the time fixed for hearing. Any interested party may be heard in an argument by himself or by counsel. Anyone who fails to object shall be held to have waived all objections and claims for damages.

YOU ARE FURTHER NOTIFIED that if you fail to object, the City Council will make a final decision as to completion of the contract, damages and other matters before the Council and as a consequence of your failure to object, you lose your right to appeal any final decision within twenty (20) days to the Iowa District Court.

This Notice is published and mailed as provided by law at the direction of the City Council of Mason City, Iowa, acting in behalf of Drainage District No 17, Mason City, Iowa.

CITY OF MASON CITY, IOWA

Attest: /s/ Brent Trout

City Administrator/City Clerk

City of Mason City Engineering Department

Memorandum

To: Brent Trout, City Administrator
From: Mark A. Rahm, P.E., City Engineer
Date: May 31, 2017
RE: Drainage District No. 17

Recommendation:

The recommendation is; that the City Council sets a public hearing date for Drainage District No. 17, Classification Commissioners' Report on Reclassification.

Review:

The City Council approved the appointment of commissioners to the Drainage District No. 17 improvements project on February 2, 2017. The appointees were the following:

Kent Rode, P.E., Engineer

Kevin Pope, Cerro Gordo Co. Landowner

Brandon Stark, Cerro Gordo Co. Landowner

The commission met on March 3, 2017 for the purpose of classifying the land and affixing percentages of benefits, apportioning and assessing the cost and expenses of the construction improvements.

The Commissioners' Report: Reclassification of Benefits for Drainage District No. 17 has been completed and was tentatively approved by the City Council on April 4, 2017. Final approval of the report will occur at a later date.

A Public Hearing on the report is being requested for July 5, 2017. Following the Public Hearing, comments and objections may or may not cause the Commissioners' Report to be amended prior to final approval of the City Council.

Budget Impact:

The project is not budgeted and therefore the budget will be amended as necessary to fund the actual costs of the project. Storm Sewer Revenues are being used as the funding source; the funds will be reimbursed through assessments.

Council Action Requested:

I respectfully request that the City Council set July 5, 2017 as the public hearing date for Drainage District No. 17, Classification Commissioners' Report on Reclassification.

Attachments:

Notice of Reclassification



Mark A. Rahm, P.E., City Engineer



Reviewed and Recommend Approval

RESOLUTION NO. 17 -

A RESOLUTION AUTHORIZING NOTICE FIXING A DATE FOR A
PUBLIC HEARING ON THE RECLASSIFICATION OF BENEFITS
FOR DRAINAGE DISTRICT NO. 17

BE IT RESOLVED, That the Drainage District No. 17 Commission met on March 3, 2017 for the purpose of classifying the land affixing percentages of benefits, apportioning and assessing the cost and expenses of the construction improvements, and

BE IT FURTHER RESOLVED, that the Reclassification of Benefits for Drainage District No. 17 has been completed and was tentatively approved by the City Council on April 4, 2017 (final approval of the report will occur at a later date), and

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to publish notice of hearing once in said newspaper, said hearing to be held at 7:00 o'clock P.M. on July 5, 2017.

PASSED AND APPROVED this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

**NOTICE OF RECLASSIFICATION
DRAINAGE DISTRICT NO. 17
MASON CITY, IOWA**

To: AADG INC; Adams, Tony & Pamela Jo; Amundson, Darrin L; Anderson, J Mathew & Robin J; Anderson, Jim J & Stacey J; Angell, Martha Marie Gordon & Gordon, Tennis G; Asche, Walter & Catherine Ann; Attleson, S. Richard & Adriana L; Bagley, Terri S; Baker, Pamela G & Nauman, Bruce D; Behr, Susan E; Bendickson, M K; Bentele, John Richard & Barbara J; Berding, Carolyn M; Bergdale, Ronald A & Jeanne Lee; Bergman, Terry J & Connie F; Bernhard, Jerry E & Angela K; Bielenberg, Walter A & Delrae L; Birchem, Michael J & Sandra K; Blackley, Crystal L; Blanchard, Raymond L & Mary T; Blinkmann, Glenn G & Patricia A; Boedeker, John L & Jamie; Bonner, Jeromy; Boss, Douglas J & Sharon A; Buffington, Jason A; Burke, Rosalia M; Bushbaum, Earl L & Christianne; Cannella, Kristin K; Carr, Barbara; Carson, Nina L; Cartersville Elevator Inc; Caseys Marketing Co; Castorena, Bridget; Central Catholic High School; Cerro Gordo County; Cheney, Kevin D & Kathryn L; Chodur, Dennis J; Chodur, Joseph Kevin; Cink, Randy J; Collins, Teresa M; Condominium Owned Units; Coolican, Jon P; Cooper, Janice F; Country Club Estates L C; Crotty, Sandra J & Kephart Sarah; Davis, Jack L; Dawn & Doug, Llc; Deroos, Tracy W & Darlene L; Dodge, Alan Mark & Anna May; Dodge, Anna M; Doeden, Kathy L; Donohoe, Scott M; Dorenkamp, Esther; Draeger, Robert E & Lois A; Dunker, R. Bruce & Judith A; Dunn, Charles Ambrose & Michelle A; Dunn, Michael H & Shari A; Eckenrod, Carl L & Toni K; Edwards, Allen B & Carol M; Elbert, Rebecca S; Elwood, Larry D & Zelda M; Felker, Florence H; Firsching, Dennis A & Susan K; Fistler, Billy Scott; Fitzlaff, Sandra & West, Cheryl; Fmo Real Estate Llc; Forburger, Joshua D; Foster, Eric J; Fox, Trisha Marie; Francis, Steven L; Freese, Charlotte R; Funk, Brande M & Robbie J; Gasaway, Michael J & Joan A; Gasperi, William F & Gwen E; Gomez, Ramona Rae & Barnett, Alicia L; Grady, Martin & Faye; Graff-Zavala, Angie M; Gribben, Jeffrey P & Monica L; Habitat For Humanity Of North Central Iowa; Hagen,

Benjamin J; Halder, Louis A & Karen A; Hall, Kyle; Hamilton, Arlene M; Hansen, James E; Hartwell, Darrel R; Hays, Cannon D & Amy S; Hedrick, Lisa K & Timothy J; Heft, Linda D; Hendrickson, Gary A; Hess, Geraldine; Hewitt, Mark C; HF 16; Hjelmgren, Christopher P; Hoang, Hieng; Hobbs, Cheryl G; Holmes, David L; Holthaus, Ryan M & Lori J; Houdek, Ines; Hrubes, Thomas J; Hubbard, Robert A & Helen M; Huemann, Scott A & Shirley A; Humphrey, Robert G; Hutzler, David E; Indianhead Farms Inc; Inghram, Frank B & A Jean; Iowa Traction Railway; Jennings, Connie M; Jensen, Arnold L; Jimenez, Marlys A; Johann, James W; Johnson, Richard D & Trudy L; Johnson, Theresa M & Tony A; Kessler, Robert V & Judith A; Kirschbaum, Madonna; Kloster, Eileen Rosemerry; Klug, Anthony B & Ahnna R; Klunder, Gerald Dean; Knudtson, Ronald; Lake, Joan; Lambert, Alan E; Lambert, Michael J & Julianne; Larry Elwood Construction, Inc.; Latham, Daniel W & Debra D; Lauer, Gregory N; Lawrence, Joshua J & Konrad, Angela D; Lee, Carlton J & Dianne D; Levad, Joseph C; Lewis, David M & Robert J; Lewis, Terrence J & Lynette M; Loshbough, Jevan & Hill, Rebecca E; Luick, Phyllis A; Manufacturers Bank & Trust; Marsh, Kimberly S & Gordon E; Martinson, James E; Mason City Baptist Church; MCCC Successor INC; Mcmann, Duane E; McMurray, Lloyd Bernard; Mcwhorter, Tommy R; Merrick, James B & Dawn M; Messmore, Sara M & Baker, Mikki L; Meyerhofer, Debra; Michel, Jennifer D; Miller, Arthur & Joyce W; Mobley, Jennifer Lynn; Moeller, Ronald J & Dianna L; Mott, Robert A & Janzer-Mott, Lisa M; Nedved, Karl J & Kandice M; Nicholson, Randy D & Rhonda L; Nicholson, Steven J; Noland, Robert L & Sandra K; Nonnweiler, Jeffrey D & Tiffany M; Nunemaker, Roger D; Oberg, Mark & Penny; Oelkers, Terry J; Olson, Margaret Ann & Edward L; Olson, Michael R; Otten, Shirley A; Oudekerk, Albert; Paine, Leland E & Nancy J; Paine, Lyle J & Schuler, Susan K; Pals, Jerald D & Lois J; Pals, Nadine; Pasvogel, Mark E & Sally A; Payne, Clinton L; Perez Isaacson, Rose M & Isaacson, Darrell J; Peters, Kris M; Pigskin Farms, LLC; Portis, Walter S & Rose V; Prickett, Charles & Jean C; Pudil, Brian; Pullen, Terry W; Qualey, Michael J; REG Mason City, LLC; Richardson, Lacey & McDowell, Lindsay; Ringham, James D; Ringham, William G; Robinson, Jamie L; Sachen, Mark L; Schaefer, Dean C; Schwade, Dale W & Jeanine E; Sears, John T & Leota; Seidel, Chad A & Ian M; Sellergren, Stephen G; Shackleton, Kimberly S; Shunkwiler, Paul J; Skarlis, James J; Slattery, George W & Vickie Jo; Smalley, Robert W; Smeby, Waldo O; Smith Rental Properties, LLC; Smith, Brandon E & Jaclyn E; Smith, Bruce H & Patricia S; Smith, Dennis A & Twila M; Solsaa, Susan R; Stambaugh, Gerald M & Carol J; Stamps, Alessandra; Steenhard, Warren D; Steidl, Vern A & Brenda; Stevenson, Patricia A; Stone, Jason & Trina; Tanner, Walter V & Sue A; Theobald, Nick J & Brandie; Tierney, Jeffrey M & Jessica L; Tobin, Stephani; Trappe, Adam Thomas; Ulrich, Ronald K; Urbatch, Marian; Vanzomeren, Dick W & Joan C; Vemula, Arvind Y; Volk, Mark E & Beatrice J; Walker, Marsha R; Weber, Wayne A & Cindy R; Wendland, Walter W & Janet A; Werner, David E & Dawn; West, Cheryl A; Westside Manor; Willemsen, C Lavone; Williamson, Rollie H; Willsher, Leroy E & Brenda E; Wilmarth, Karen A; Winchester, George B & Kim A; Wineman, Richard R & Janet M; Yunek, Joel J, including all owners, encumbrancers, lien holders, unknown heirs and claimants by will, and to all others to whom it may concern, including actual occupants of all the lands within Drainage District No. 17, Mason City, Iowa.

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the City Council of Mason City, Iowa, acting as Trustees for Drainage District No. 17, appointed a Classification Commission, as provided by law, for the reclassification of the Drainage District No. 17, Mason City, Iowa. The classification commission has filed its report with the City Clerk of Mason City, Iowa. The report fixes the percentage of actual benefits and makes an equitable apportionment of costs and expenses of the repairs or improvements required in this District.

RECLASSIFICATION is shown in the Classification Commissioners' Report on Reclassification of benefits for each of the 40 acre tracts or other tracts in Drainage District No. 17. A Copy of said Commissioners' Report is now on file for examination in the office of the City Clerk, City Hall, 10 1st Street NW, Mason City, Iowa. The report may also be accessed via the Mason City website.

YOU ARE FUTHER NOTIFIED that the assessment schedule sets out a classification and assessment which shall be the basis for future repairs and improvements made in this District. The City Council of Mason City has tentatively approved the report as filed and has fixed the time for hearing on said report for **July 5, 2017 at 7:00 P.M.** in the Mason City Public Library Community Room, 225 2nd Street SE, Mason City, Iowa.

YOU ARE FUTHER NOTIFIED that all objections to the Reclassification Report must be in writing and filed with the City Clerk of Mason City at or before the time set for the hearing. At said hearing the City Council of Mason City shall hear and determine all written objections to the report, and may affirm, in-

crease or decrease the percentage of benefits or apportionment of costs and expenses made in the report against any tract of land in the District, as may appear to the City Council to be just and equitable.

YOU ARE FURTHER NOTIFIED that at such hearing, the City Council may hear evidence both for and against the approval of the report or any portion thereof, but it shall not be competent to show that any of the land in the district assessed for benefits will not be benefited by such repairs or improvements to some degree. Any interested party may be heard in argument by himself or counsel.

YOU ARE FINALLY NOTIFIED that your failure to file a written objection may result in the consequence of waiving your right to appeal any decision to the District Court.

This notice is published and mailed as provided by law at the direction of the City Council of Mason City, Iowa, acting as Trustees of Drainage District No. 17, Mason City, Iowa.

CITY OF MASON CITY, IOWA

Attest: /s/ Brent Trout

City Administrator/City Clerk

City of Mason City
Mason City Police Department

Memorandum

To: Brent Trout, City Administrator
From: Jeff Brinkley, Police Chief
Date: May 31, 2017
RE: MCPD HVAC Phase 3 – Accept Bid and Award Contract

Recommendation:

The recommendation is the City Council would accept the bid and award a contract to Mechanical Air Systems of Mason City, Iowa, for the Mason City Police Department HVAC Renovation Project, Phase 3.

Review:

The City of Mason City received and opened a lone bid on Tuesday, May 18, 2017, for the MCPD HVAC Project, Phase 3. Mechanical Air Systems was the only bidder. Their bid amount for Phase 3 is \$339,297.

Budget Impact:

The engineering opinion of probable cost is approximately \$452,000. The project is budgeted as part of CIP and this estimate falls within the CIP budget.

Council Action Requested:

We request City Council approval of the bids and award of contract to Mechanical Air Systems in the amount of \$339,297 for the MCPD HVAC Project, Phase 3.

Jeff Brinkley

Jeff Brinkley, Police Chief

Brent Trout

Reviewed and Recommend Approval

April 21, 2017

SECTION 00 41 13

BID FORM

Only Bids on These Forms Will Be Accepted
No Modifications Shall Be Made To This Bid Form

Mason City Police Department
HVAC Renovations Phase 3
78 South Georgia Ave.
Mason City, Iowa

BIDS DUE: May 18, 2017

AT: City Council
City of Mason City
10 First Street Northwest
Mason City, IA 50401

ATTENTION Brent Trout, Administrator

MECHANICAL AIR SYSTEMS COMPANY

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

of 2417 SOUTH FEDERAL MASON CITY, IA 50401 641-423-7032
Street City Zip Phone

The undersigned Bidder, in response to your Notice of Bid Letting for construction of the above project, having examined the Drawings, Specifications and other Bidding Documents prepared by Twin Rivers Engineering and the site of proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies, and to construct the project in accordance with the proposed Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the proposed Contract Documents dated April 21, 2017, of which this proposal is a part. Bidder agrees to all conditions and terms of the proposed contract agreement.

Bidder acknowledges receipt of the following Addenda, which are a part of the Bidding Documents:

Addenda Numbers 1, , , inclusive.

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:

three hundred thirty nine thousand Dollars (\$ 339,297.00)
two hundred ninety seven dollars

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

The undersigned Bidder states that full compliance with the proposed Contract Documents is maintained in this proposal. Accompanying this proposal in a separate sealed envelope is the Bid Security required by the Bidding Documents, the same being subject of forfeiture, in the event of default by the undersigned, in accordance with terms of the Bidding Documents.

Bidder understands that the Owner reserves the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its best interest, and understands the Owner reserves the right to request Contractor to complete AIA Document A305 Contractor's Qualification Statement. Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the public opening and reading of the proposals.

Bidder hereby certifies: a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation; b) that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; c) that Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and d) that Bidder has not sought by collusion to obtain any advantage over other bidder or over the Owner.

BID FORM

Mason City Police Department
HVAC Renovations Phase 3
Mason City, Iowa

00 41 13 1

April 21, 2017

A non-resident corporation certified by submittal of this proposal that the corporation has complied with Section 496A.103 of the Code of Iowa. The corporation certifies it shall comply with Chapter 73 of the Code and give preference to use of Iowa domestic labor and products and provisions produced or grown within the state of Iowa.

The Successful Bidder will be required to furnish a bond in the amount equal to 100 percent of the contract price, said bond to be issued by a corporation authorized to act as a surety in Iowa approved by the Owner and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the contractor.

BID SECURITY

(Bidder must indicate which of the following is enclosed - circle one)

AIA DOCUMENT 310 CERT. CHECK CASHIER'S CHECK
BANK DRAFT SURETY COMPANY BOND FORM

RESIDENT CORPORATION FORM The undersigned has included a completed and signed "Bidder Status Form" with this form. YES

COMMENCEMENT AND COMPLETION OF CONTRACT

The undersigned agrees, if awarded the contract, to commence the contract work by August 21, 2017 and complete said work by December 8, 2017. The undersigned further agrees to execute contract, furnish a satisfactory performance and payment bond and insurance coverage as specified in strict accordance with Contract Documents. YES

BIDDER MECHANICAL AIR SYSTEMS COMPANY

(Corporation) (Partnership) (Individual) circle one
XXXXXXXXXXXX

ADDRESS 2417 SOUTH FEDERAL, MASON CITY, IA 50401
(Street, City, State, Zip)

641-423-7032
(Phone Number)

jonathan@mechair.com or carl@mechair.com
(Email Address)

BY MECHANICAL AIR SYSTEMS COMPAN
(Name of Contractor)

BY 
(Signature of Bidder)

TITLE JONATHAN O. CARSON, EXEC VP
(Printed Name and Title of Signer)

CONTRACTOR LICENSE NO.
CO97774 IOWA

Affix Corporation Seal or attach proof of status as Corporation; if not a Corporation, this bid must be notarized.

DO NOT HAVE CORP SEAL

Date 5/18/2017

STATE OF IOWA CORP ENTITY #27248

NOTE: ALL WRITING MUST BE IN INK.

END OF BID FORM

BID FORM

Mason City Police Department
HVAC Renovations Phase 3
Mason City, Iowa

00 41 13 2

Construction Project Schedule

Per Addendum No. 1, May 11, 2017

**Project: Mason City Police Department
HVAC Renovations Phase 3
Mason City, IA**

**Project Engineer: Twin Rivers Engineering
Consultants
1000 Illinois Street
Des Moines, IA 50314**

**AD1-2: 00 2113 PART 9 – CONTRACT DOCUMENT INFORMATION, C. TIME SCHEDULE FOR
CONSTRUCTION AND PENALTY FOR LATE COMPLETION**

1. Additional detailed construction schedule information:

Start of Construction – Phase 1: August 21, 2017 (Anticipated)

Substantial Completion – Phase 1: October 13, 2017 – Boiler and Pump Replacement

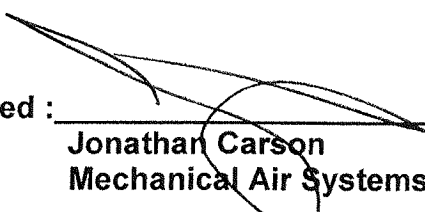
Start of Construction – Phase 2: October 16, 2017

**Substantial Completion: November 17, 2017 – Air Handling Unit, VAV boxes and related
controls**

Final Completion: December 8, 2017

Accepted/ Signed :

For Company


**Jonathan Carson
Mechanical Air Systems, Mason City, IA 50401**

April 21, 2017

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☒ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☒ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☒ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☒ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☒ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☒ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☒ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☒ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☒ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☒ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☒ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

309-6001 02-14

INSTRUCTIONS TO BIDDERS

Mason City Police Department
HVAC Renovations Phase 3
Mason City, Iowa

00 21 13 10

Bidder Status Form

Part A

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

Part B

Part C

- You may attach additional sheet(s) if needed.*

Part D

INSTRUCTIONS TO BIDDERS

00 21 13 9

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Mechanical Air Systems Company
2417 S Federal Ave
Mason City, IA 50401

OWNER:

(Name, legal status and address)
City of Mason City
10 1st St NW
Mason City, IA 50401

BOND AMOUNT: Five Percent of Amount Bid (5% of Bid)

PROJECT:

(Name, location or address, and Project number, if any)
Mason City Police Station Phase 3, Mason City, IA

Bond Number: N/A

SURETY:

(Name, legal status and principal place of business)
Merchants Bonding Company (Mutual)
A Corporation
6700 Westown Parkway, West Des Moines, IA 50266

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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 18th day of May, 2017

Susan L. Eastman
(Witness)

[Signature]
(Witness)

Mechanical Air Systems Company

[Signature]
(Principal) Ex V. (Seal) No corp seal
(Title) Jonathan Carson, Exec V. President

Merchants Bonding Company (Mutual)

(Surety) [Signature] (Seal)
(Title) Janet L. Stern, Attorney-in-Fact

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aristotle G Pappajohn; Casey M Callanan; Janet L Stern; John P Moran; Wendy M Snelling

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of April, 2017.

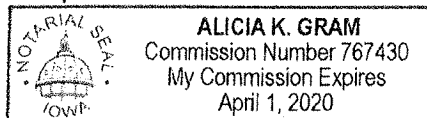


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 27th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of May, 2017.



William Warner Jr.
Secretary

RESOLUTION NO. 17 -

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATED COST FOR THE “MASON CITY PO-
LICE DEPARTMENT HVAC RENOVATIONS PHASE 3 PROJECT

WHEREAS, on the 18th day of April, 2017, plans, specifications, form of contract and estimated cost were filed with the City Clerk of Mason City, Iowa, for the “Mason City Police Department HVAC Renovations Phase 3 Project”, and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimated cost was published as required by law;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY
OF MASON CITY, IOWA:

Section 1: That the said plans, specifications, form of contract and estimated cost are hereby approved as the plans, specifications, form of contract and estimated cost for said improvements for said project.

PASSED AND APPROVED, this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

RESOLUTION NO. 17 –

A RESOLUTION MAKING AWARD OF CONTRACT TO MECHANICAL AIR SYSTEMS OF MASON CITY, IOWA FOR THE “MASON CITY POLICE DEPARTMENT HVAC RENOVATIONS PHASE 3 PROJECT”

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

Section 1: That the proposal for the construction of the “Mason City Police Department HVAC Renovations Phase 3 Project” in the City of Mason City, Iowa, be and is hereby accepted as follows:

Contractor:	Mechanical Air Systems
of:	Mason City, Iowa
Amount of Proposal:	339,297.00
Portion of Project:	Scope of the project

Section 2: That the Mayor and Clerk are hereby directed to execute a contract for said services, said contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED, this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

**City of Mason City
Engineering Department**

Memorandum

To: Brent Trout, City Administrator
From: Mark A. Rahm, P.E., City Engineer
Date: May 31, 2017
RE: 2017 Street Rehabilitation Program

Recommendation:

The recommendation is; that the City Council accepts the bids and awards the contract to Bob McKiness Excavating & Grading, Inc. of Mason City for the 2017 Street Rehabilitation Program. Directly following approval of award, a secondary recommendation is to approve the form of contract and bonds for the same.

Review:

The City of Mason City received and opened bids on Tuesday, May 23, 2017 for the 2017 Street Rehabilitation Program. Three local contractors submitted bids for the project.

The general extent of the work involved is to replace sanitary sewer manholes, replace water valves, replace curb and gutter, pavement patching, mill pavement, and place a Hot Mix Asphalt surface, and all other incidentals on designated streets at various locations throughout the City of Mason City.

The three bidders and their respective bids are listed below.

McKiness Excavating, Inc.	Mason City	\$737,715.51
Heartland Asphalt, Inc.	Mason City	\$770,983.46
Mid-Continent Contracting	Mason City	\$829,697.96

Budget Impact:

The Engineer's Opinion of Probable Cost is \$783,795.20. The project is budgeted and being funded with Local Option Sales Tax, Water and Sewer Funds and G.O. Bonds.

Council Action Requested:

I respectfully request City Council's approval of the bids and award of a contract to Bob McKiness Excavating & Grading, Inc. for the 2017 Street Rehabilitation Program; and furthermore, City Council's approval of the form of contract and bonds for the same.

Attachments:

Bid Tabulation

Contract

Performance Bond

Payment Bond

Maintenance Bond

Insurance Certificate



Mark A. Rahm, P.E., City Engineer



Reviewed and Recommend Approval

BID TABULATION

2017 STREET REHABILITATION PROGRAM

PROJECT NUMBER 17-1001

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	ENGINEER'S OPINION		MCKINNESS EXCAVATING, INC.		HEARTLAND ASPHALT, INC		MID-CONTINENT CONTRACTING	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Full Depth Saw Cut	LF	3,131	\$ 5.00	\$ 15,655.00	\$ 6.00	\$ 18,786.00	\$ 4.50	\$ 14,089.50	\$ 5.00	\$ 15,655.00
2	2' PCC Curb and Gutter, Remove and Replace	LF	1,330	\$ 26.00	\$ 34,580.00	\$ 25.00	\$ 33,250.00	\$ 25.00	\$ 33,250.00	\$ 30.00	\$ 39,900.00
3	4' PCC Sidewalk, Remove and Replace	SY	347	\$ 60.00	\$ 20,820.00	\$ 52.00	\$ 18,044.00	\$ 57.00	\$ 19,779.00	\$ 65.00	\$ 22,555.00
4	4' PCC Sidewalk, Remove Existing	SY	12	\$ 6.00	\$ 72.00	\$ 10.00	\$ 120.00	\$ 20.00	\$ 240.00	\$ 10.00	\$ 120.00
5	PCC Sidewalk, Pedestrian Ramp	SY	53	\$ 70.00	\$ 3,710.00	\$ 55.00	\$ 2,915.00	\$ 68.50	\$ 3,630.50	\$ 70.00	\$ 3,710.00
6	6' PCC Sidewalk, Remove and Replace	SY	67	\$ 60.00	\$ 4,020.00	\$ 62.00	\$ 4,154.00	\$ 57.50	\$ 3,852.50	\$ 70.00	\$ 4,690.00
7	6" PCC Alley Approach, Remove and Replace	SY	101	\$ 60.00	\$ 6,060.00	\$ 59.00	\$ 5,959.00	\$ 57.50	\$ 5,807.50	\$ 70.00	\$ 7,070.00
8	Detectable Warning Panel	SF	260	\$ 39.00	\$ 10,140.00	\$ 26.00	\$ 6,760.00	\$ 38.00	\$ 9,880.00	\$ 40.00	\$ 10,400.00
9	Remove 6" PCC Pavement and Replace with 7" PCC Pavement (M-Mix)	SY	1,100	\$ 50.00	\$ 55,000.00	\$ 55.00	\$ 60,500.00	\$ 51.00	\$ 56,100.00	\$ 60.00	\$ 66,000.00
10	Sanitary Sewer Manhole, Remove and Replace Base, Barrel Sections, and Cone Section	VF	103.5	\$ 850.00	\$ 87,975.00	\$ 950.00	\$ 98,325.00	\$ 875.00	\$ 90,562.50	\$ 800.00	\$ 82,800.00
11	Construct Sanitary Sewer Drop	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00
12	Sanitary Sewer Manhole, Adjust Top, New Rings, Casting, and Cover	EACH	14	\$ 950.00	\$ 13,300.00	\$ 900.00	\$ 12,600.00	\$ 1,100.00	\$ 15,400.00	\$ 1,000.00	\$ 14,000.00
13	Sanitary Sewer Manhole, Adjust Top, Use Existing Rings, Casting, and Cover	EACH	1	\$ 650.00	\$ 650.00	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 700.00	\$ 700.00
14	Internal Chimney Seal	EACH	9	\$ 375.00	\$ 3,375.00	\$ 375.00	\$ 3,375.00	\$ 375.00	\$ 3,375.00	\$ 375.00	\$ 3,375.00
15	External Chimney Seal	EACH	12	\$ 375.00	\$ 4,500.00	\$ 425.00	\$ 5,100.00	\$ 375.00	\$ 4,500.00	\$ 375.00	\$ 4,500.00
16	Sanitary Sewer Service Wye, 8"x4"	EACH	3	\$ 325.00	\$ 975.00	\$ 350.00	\$ 1,050.00	\$ 350.00	\$ 1,050.00	\$ 375.00	\$ 1,125.00
17	Sanitary Sewer Service Wye, 8"x6"	EACH	7	\$ 350.00	\$ 2,450.00	\$ 375.00	\$ 2,625.00	\$ 400.00	\$ 2,800.00	\$ 375.00	\$ 2,625.00
18	Sanitary Sewer Service, 4"	LF	30	\$ 30.00	\$ 900.00	\$ 30.00	\$ 900.00	\$ 28.00	\$ 840.00	\$ 40.00	\$ 1,200.00
19	Sanitary Sewer Service, 6"	LF	60	\$ 35.00	\$ 2,100.00	\$ 35.00	\$ 2,100.00	\$ 32.00	\$ 1,920.00	\$ 45.00	\$ 2,700.00
20	Storm Sewer Manhole, Remove and Replace Base, Barrel Sections, and Cone Section	VF	18.9	\$ 850.00	\$ 16,065.00	\$ 850.00	\$ 16,065.00	\$ 900.00	\$ 17,010.00	\$ 800.00	\$ 15,120.00
21	Storm Sewer Manhole, Adjust Top, New Rings, Casting, and Cover	EACH	3	\$ 950.00	\$ 2,850.00	\$ 900.00	\$ 2,700.00	\$ 1,100.00	\$ 3,300.00	\$ 1,000.00	\$ 3,000.00
22	Storm Sewer Intake, Adjust Grate	EACH	1	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
23	Storm Sewer Intake, Construct SW-507	EACH	1	\$ 5,000.00	\$ 5,000.00	\$ 5,500.00	\$ 5,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,500.00	\$ 4,500.00
24	Storm Sewer Intake, Rebuild Throat	EACH	3	\$ 1,000.00	\$ 3,000.00	\$ 1,200.00	\$ 3,600.00	\$ 950.00	\$ 2,850.00	\$ 900.00	\$ 2,700.00

BID TABULATION

2017 STREET REHABILITATION PROGRAM

PROJECT NUMBER 17-1001

ENGINEER'S
OPINION

MCKINNESS
EXCAVATING, INC.

HEARTLAND
ASPHALT, INC

MID-CONTINENT
CONTRACTING

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
25	Water Valve, Adjust Road Box	EACH	12	\$ 125.00	\$ 1,500.00	\$ 75.00	\$ 900.00	\$ 125.00	\$ 1,500.00	\$ 150.00	\$ 1,800.00
26	Water Valve, 4"	EACH	1	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00	\$ 2,925.00	\$ 2,925.00	\$ 3,000.00	\$ 3,000.00
27	Water Valve, 6"	EACH	7	\$ 3,000.00	\$ 21,000.00	\$ 3,500.00	\$ 24,500.00	\$ 3,125.00	\$ 21,875.00	\$ 3,300.00	\$ 23,100.00
28	Water Main, 4" DIP	LF	37	\$ 100.00	\$ 3,700.00	\$ 110.00	\$ 4,070.00	\$ 110.00	\$ 4,070.00	\$ 110.00	\$ 4,070.00
29	Water Main, 6" DIP	LF	15	\$ 110.00	\$ 1,650.00	\$ 120.00	\$ 1,800.00	\$ 120.00	\$ 1,800.00	\$ 135.00	\$ 2,025.00
30	Water Main Fittings	LB	2,072	\$ 5.00	\$ 10,360.00	\$ 5.00	\$ 10,360.00	\$ 5.00	\$ 10,360.00	\$ 5.50	\$ 11,396.00
31	Tap Water Main and Install 1" Corporation	EACH	2	\$ 300.00	\$ 600.00	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00	\$ 350.00	\$ 700.00
32	Water Service, 1" Copper	LF	20	\$ 30.00	\$ 600.00	\$ 35.00	\$ 700.00	\$ 35.00	\$ 700.00	\$ 30.00	\$ 600.00
33	Backfill Material	TON	1,340	\$ 10.00	\$ 13,400.00	\$ 13.00	\$ 17,420.00	\$ 10.00	\$ 13,400.00	\$ 15.00	\$ 20,100.00
34	Crushed Aggregate Base Course	TON	587	\$ 16.00	\$ 9,392.00	\$ 18.00	\$ 10,566.00	\$ 17.00	\$ 9,979.00	\$ 17.00	\$ 9,979.00
35	Pavement Scarification, Portland Cement Concrete	SY	1,117	\$ 25.00	\$ 27,925.00	\$ 4.25	\$ 4,747.25	\$ 20.70	\$ 23,121.90	\$ 20.70	\$ 23,121.90
36	Pavement Scarification, Asphalt	SY	1,238	\$ 25.00	\$ 30,950.00	\$ 4.00	\$ 4,952.00	\$ 14.62	\$ 18,099.56	\$ 14.62	\$ 18,099.56
37	Hot Mix Asphalt Mixture, Wedge, Leveling, or Strengthening Course	TON	200	\$ 85.00	\$ 17,000.00	\$ 85.00	\$ 17,000.00	\$ 95.50	\$ 19,100.00	\$ 95.50	\$ 19,100.00
38	Hot Mix Asphalt Mixture (300,000 ESAL), 2 3/4", Intermediate or Surface Course, 1/2" Mix	SY	22,542	\$ 13.60	\$ 306,571.20	\$ 13.03	\$ 293,722.26	\$ 13.25	\$ 298,681.50	\$ 13.25	\$ 298,681.50
39	Seeding and Fertilizing, Urban	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
40	Topsoil	TON	133	\$ 50.00	\$ 6,650.00	\$ 50.00	\$ 6,650.00	\$ 45.00	\$ 5,985.00	\$ 60.00	\$ 7,980.00
41	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 22,450.00	\$ 22,450.00	\$ 30,000.00	\$ 30,000.00
42	Mobilization	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 13,700.00	\$ 13,700.00	\$ 40,000.00	\$ 40,000.00
TOTAL					\$ 783,795.20		\$ 737,715.51		\$ 770,983.46		\$ 829,697.96

CONTRACT

2017 STREET REHABILITATION PROGRAM

PROJECT NO. 17-1001

MASON CITY, IOWA

This contract made and entered into this _____ day of _____ 2017, by and between the City of Mason City, Iowa, party of the first part, hereinafter called "First Party," and Bob McKinness Excavating party of the second part, hereinafter called "Second Party," witnesseth: & Grading, Inc

Second party has agreed and by these presents does agree with first party for the consideration hereinafter mentioned and contained, and under penalty of a bond in the sum equal to the contract price, to complete said 2017 Street Rehabilitation Program and perform the necessary and incidental work in the City of Mason City, Iowa, to-wit:

The extent of the work involved is to replace sanitary sewer manholes, replace water valves, replace curb and gutter, pavement patching, mill pavement, and place a Hot Mix Asphalt surface and all other incidentals on designated streets at various locations within the City of Mason City.

Together with all other work in connection with the same, in good and professional manner and in strict conformity and compliance with the plats, plans, notice of hearing and letting, and specifications now on file in the office of the City Clerk of said city, said plats, plans, notice of hearing and letting, and specifications by reference being made a part of the contract.

For and in consideration of the faithful fulfillment of terms of said contract as herein contained and as described and set forth in the plats, specifications, plans and notice to second party, the said first party has agreed and does hereby agree to pay for said work as follows:

Payment will be made by the city in accordance with the terms and conditions relating to payment as set out in the published notice of hearing and letting and notice to bidders.

Second party further agrees to furnish a performance and maintenance bond in an amount equal to one hundred percent (100%) of the contract price. Said bond is to be issued by a responsible surety approved by the City Council, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the city from claims and damages of any kind caused by the operations of the contractor. Said bond shall also guarantee the maintenance of the improvements constructed for a period of two (2) years for all underground work and four (4) years for all pavement from and after its completion and acceptance by the city.

The final completion date for the project is September 29, 2017.

It is understood and agreed that the unit prices and quantities under the proposal submitted for this contract, the proposal of second party being made a part hereof, are in accordance with the price schedule.

Addenda Nos. None are hereby noted and unit bid prices reflect addenda requirements.

It is further understood and agreed that the total estimated sum of the contract, based on the estimated quantities as set out in the notice to bidders and based upon the unit prices hereinbefore set forth, is the sum of \$ 737,715.51 .

As required by law, it is further understood and agreed that said second party will give preference to Iowa Domestic Labor in the performance of this contract.

CITY OF MASON CITY, IOWA

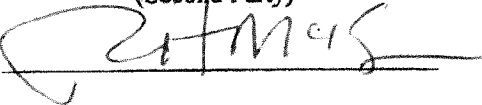
BY _____

Mayor
(First Party)

ATTEST:

City Clerk

Bob McKiness Excavating & Grading, Inc
(Second Party)

BY  _____

TITLE Robert H. McKiness, President

Bond No. IAC586430

PERFORMANCE AND MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

Bob McKiness Excavating and Grading, Inc.

(Hereinafter called the "Principal")

a Corporation

(Corporation) (Partnership) (Individual)

duly authorized by the law to do business as a Construction Contractor in the state of Iowa and

Merchants Bonding Company of Des Moines, IA (hereinafter called the Surety) a Corporation duly authorized to do a Surety business under the laws of the State of Iowa,

are held and firmly bound unto City of Mason City, Iowa (hereinafter called the "Obligee") in the penal sum of Seven hundred thirty-seven thousand, seven hundred fifteen and 51/100 Dollars (\$ 737,715.51) lawful money of the United States, for the payment of which, well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly, and severally, firmly by these presents as follows:

THE CONDITION OF THIS OBLIGATION ARE such that, whereas on the _____ day of _____, 2017, the said Principal entered into a written agreement with said Obligee for the construction of:

2017 Street Rehabilitation Program, Mason City, IA

as set forth in detail in the Notice of Public Hearing, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

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

** Four (4) years for paving and two (2) years for sewer, water, underground, and all other items

The obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform any work or labor or furnish any materials in the execution of said Agreement. The Principal and Sureties on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or

materials furnished, in the performance of the contract on account of which this bond is given when the same are not satisfied out of the portion of the contract price which the public corporation retains until completion of the public improvement but the Principal and Sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

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

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

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

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof as of the

_____ day of _____, 2017.

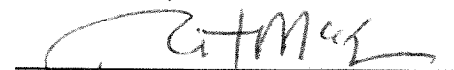
(SEAL)

ATTEST:



Bob McKiness Excavating and Grading, Inc.
Principal

By:



Title:

President

(SEAL)

ATTEST:



Merchants Bonding Company
Surety

By:



Attorney-in-Fact & Iowa Resident Agent
Janet L. Stern

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Aristotle G Pappajohn; Casey M Callanan; Janet L Stern; John P Moran; Wendy M Snelling

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of April, 2017.



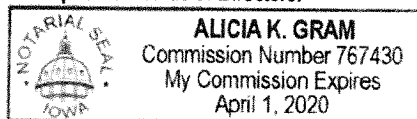
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 27th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of May, 2017.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

MCKIN-1

OP ID: JS

DATE (MM/DD/YYYY)

05/25/2017

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

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

PRODUCER 1ST Insurance Agency 20 E. State St. Mason City, IA 50401 John Moran	CONTACT NAME: John P. Moran		
	PHONE (A/C, No, Ext): 641-421-8000	FAX (A/C, No): 641-421-1940	
INSURED Bob McKiness Excavating & Grading, Inc. 12 North Taft Mason City, IA 50401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: BITCO Insurance Companies		20095
	INSURER B: Homeland Insurance Company		34452
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ XCU included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		CLP3652173	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X		CAP3652174	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			CUP2812831	04/01/2017	04/01/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☒ N/A			WC3652172	04/01/2017	04/01/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Pollution			793-00-42-32-0001	04/01/2017	04/01/2018	Occurr 1,000,000 Aggreg 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2017 Street Rehabilitation Program
City of Mason City is designated additions insured with respect to general and auto liability on primary, non-contributory basis when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

0000072	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Mason City 10 1st St NW Mason City, IA 50401	AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 17 -

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND ESTIMATED COST FOR THE “2017 STREET
REHABILITATION PROGRAM PROJECT NO. 17-1001”

WHEREAS, on the 2nd day of May, 2017, plans, specifications, form of contract and estimated cost were filed with the City Clerk of Mason City, Iowa, for the “2017 Street Rehabilitation Program Project No. 17-1001”, and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimated cost was published as required by law;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY
OF MASON CITY, IOWA:

Section 1: That the said plans, specifications, form of contract and estimated cost are hereby approved as the plans, specifications, form of contract and estimated cost for said improvements for said project.

PASSED AND APPROVED, this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

RESOLUTION NO. 17 –

A RESOLUTION MAKING AWARD OF CONTRACT TO MCKINESS
EXCAVATING, INC. OF MASON CITY, IOWA FOR THE “2017
STREET REHABILITATION PROGRAM PROJECT NO. 17-1001”

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

Section 1: That the proposal for the construction of the “2017 Street Rehabilitation Program Project No. 17-1001” in the City of Mason City, Iowa, be and is hereby accepted as follows:

Contractor:	McKiness Excavating, Inc.
of:	Mason City, Iowa
Amount of Proposal:	737,715.51
Portion of Project:	Scope of the project

Section 2: That the Mayor and Clerk are hereby directed to execute a contract for said services, said contract not to be binding on the City until approved by this Council.

PASSED AND APPROVED, this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

RESOLUTION NO. 17 -

A RESOLUTION APPROVING THE CONTRACT AND BOND FOR
THE CONSTRUCTION OF THE “2017 STREET REHABILITATION
PROGRAM PROJECT NO. 17-1001”

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

Section 1: That the contract and bond executed for the construction of the “2017 Street Rehabilitation Program Project No. 17-1001” for the City of Mason City, Iowa, as described in the plans and specifications and which have been signed by the Mayor and Clerk on behalf of the City, and proof of insurance coverage, be and the same are hereby approved as follows:

Contractor:	McKiness Excavating, Inc.
Date of Contract:	June 6, 2017
Bond Surety:	Merchants Bonding Company
Portion of Work:	Scope of project

PASSED AND APPROVED this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

City of Mason City Growth Development & Planning

Memorandum

To: Brent Trout, City Administrator
From: Steven J. Van Steenhuyse, Director of Growth Development & Planning
Date: May 31, 2017
RE: Public Hearing: Amendment #6 to the Mason City Unified Urban
Renewal Plan

Recommendation:

Staff respectfully recommends that the City Council convene a public hearing concerning Amendment # 6 to the Mason City Unified Urban Renewal Plan, and upon closing of the hearing, Staff recommends approval of the Resolution adopting the Amendment.

Review:

The Mason City Unified Urban Renewal Area Plan Amendment #1 was adopted in October, 2012. This amendment unified the four Urban Renewal Areas (URAs) that had been created in 2001: Community Growth, South Federal/Gateway, South Eisenhower and Westside. The amendment also included the 2002 Industrial Urban Renewal Area, which has never had debt certified to the County, so no increment is being generated in that part of the Unified URA. New lands were also added to the Unified Area as part of Amendment #1. The resulting URA is a contiguous area that can draw tax increments from areas that are increasing in value and apply them to other areas that may be declining, stagnant, or increasing more slowly in value.

As an economic development urban renewal area, the plan has a life of 20 years. The lands in the four original areas will expire based on their original adoption, so they will expire in 2021. The lands added as part of Amendment No. 1 will expire in 2032. In 2013, Amendment # 2 added several properties along South Federal and included some adjacent rights-of-way in other parts of the city. These areas will expire in 2033.

Amendment #3 removed the area designated for the Downtown Revitalization Urban Renewal Area from the Unified URA. Amendment #4 added the streets and public rights-of-way in the Northbridge area back into the Unified URA so that the

Northbridge improvements, the bonds for which are still being paid off, can continue to be funded through the Unified TIF. Amendment #5 removed the area proposed for the Southside Gateway Urban Renewal Area from the Unified URA.

The State urban renewal law, which was last amended in 2012, requires projects using public dollars, including TIF, to be specified in the Urban Renewal Area Plan. While the Unified Plan, as amended to this point, contains a “catch-all” phrase regarding “unanticipated” development agreements, the City’s bond attorney recommends amending the plan when specific projects are proposed. This new Amendment #6 includes updates on prior projects, as well as listing two new projects not anticipated at the time of the last amendment.

The Amendment notes that the “Low and Moderate Income Residential Development” project, otherwise known as the Neighborhood Homeownership and Neighborhood Stabilization (NHANS) project has expended TIF money for one house. It also notes that the project has been suspended; therefore, the project is considered to be completed.

The following new projects are included:

1. Cargill Expansion: A development agreement to provide an incentive to Cargill Kitchen Solutions is currently under consideration. The agreement provides a TIF incentive of \$210,000 (\$70,000 a year for three years) to help finance a building expansion, addition of one or more new product lines, and hiring at least forty (40) new full-time equivalent employees.
2. Corridor Revitalization Loan Program: This is the CoRL program that has already committed several forgivable loans, using TIF. While Staff believes that the CoRL program was covered under the current Unified URA under the “catch-all” clause, our bond attorney recommends listing it specifically.

Because this is an amendment and not creation of a new urban renewal plan, review and recommendation by the Planning and Zoning Commission is not required. Staff mailed notices of the required consultation with the Mason City Community School District and Cerro Gordo County to discuss the plan and potential impacts on the other taxing entities. The Consultation Hearing was held May 9, 2017. There were no representatives from the other taxing jurisdictions present. In addition, no written comments were received.

Budget Impact:

There is no impact to the operating budget. The TIF areas will continue to generate tax increment, which can be invested in the URA for the purposes outlined in the amended plan.

Council Action Requested:

Staff respectfully recommends that the City Council convene a public hearing concerning Amendment # 6 to the Mason City Unified Urban Renewal Plan, and upon closing of the hearing, Staff recommends approval of the Resolution adopting the Amendment.

Attachments:

1. Draft Amendment #6 to the Mason City Downtown Revitalization Urban Renewal Plan.
2. Minutes from the Consultation Hearing, 5/9/17
3. Proceedings for the Public Hearing prepared by Ahlers and Cooney, PLC



Steven J. Van Steenhuyse, AICP
Development Services Director



Reviewed and Recommend Approval

**Amendment #6 to the Mason City Unified Urban Renewal Plan
Consultation Hearing
3rd Floor, Development Services Dept., City Hall
Wednesday, May 9, 2017, 10:00 AM.**

In Attendance:

Development Services Director, Steven Van Steenhuyse

Van Steenhuyse opened the meeting at 10:00 AM. For the record, according to the process outlined in the Iowa Code, the other taxing jurisdictions, specifically Cerro Gordo County and Mason City Community School District, were notified of the date and time of the consultation hearing.

No written comments were received. As of 10:10 AM, no representatives from either Cerro Gordo County or Mason City Community Schools were in attendance.

There being no representatives from the relevant taxing jurisdictions, and no further business, Van Steenhuyse closed the consultation hearing at 10:10 AM.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Steven J. Van Steenhuyse', with a stylized, cursive script.

Steven J. Van Steenhuyse, AICP
Director of Development Services

RESOLUTION NO. 17 -

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 6 TO THE MASON CITY UNIFIED URBAN RENEWAL PLAN

WHEREAS, by Resolutions adopted between 1969 and 1994 this Council found and determined that certain areas located within the City are eligible and should be designated as urban renewal areas under Iowa law, and approved and adopted seven Mason City Urban Renewal Areas; and

WHEREAS, by Resolution No. 01-204 adopted October 16, 2001, this Council found and determined that the seven existing urban renewal areas should be modified and consolidated into four areas, the Council finding and determining the areas to be economic development areas, and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such areas is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such areas as appropriate for urban renewal projects; and adopting Amendment Nos. 1-4 to the Mason City Urban Renewal Plan (Community Growth Urban Renewal Area (#1); South Federal/Gateway Urban Renewal Area (#2); South Eisenhower Avenue Urban Renewal Area (#3); Westside Urban Renewal Area (#4)); and

WHEREAS, by Resolution No. 03-296 adopted November 4, 2003, this Council adopted Amendment No. 5 to the Mason City Urban Renewal Plan pertaining to the addition of land to the South Federal/Gateway (Area #2) Urban Renewal Area; and

WHEREAS, by Resolution No. 12-222 adopted September 18, 2012 this Council adopted Amendment No. 6 to the Mason City Urban Renewal Plan expanding the list of proposed urban renewal projects to the Westside Urban Renewal Area (#4); and

WHEREAS, by Resolution No. 02-249, on December 3, 2002, this Council adopted the Industrial Urban Renewal Plan; and

WHEREAS, by Resolution No. 12-259, adopted November 6, 2012, this City Council approved and adopted an Amendment No. 1 to the Mason City Unified Urban Renewal Plan ("Plan") which unified the City's existing urban renewal areas into a single unified urban renewal area ("Urban Renewal Area"); and

WHEREAS, by Resolution No. 13-34, adopted March 5, 2013, this City Council approved and adopted an Amendment No. 2 to the Mason City Unified Urban Renewal Plan pertaining to the addition of land to the Urban Renewal Area and confirming the list of proposed projects; and

WHEREAS, by Resolution No. 15-237, adopted October 20, 2015, this City Council approved and adopted an Amendment No. 3 to the Mason City Unified Urban Renewal Plan removing land from the Mason City Unified Urban Renewal Area to form the Mason City Downtown Reinvestment District Urban Renewal Area; and

WHEREAS, by Resolution No. 15-257, adopted November 30, 2015, this City Council approved and adopted an Amendment No. 4 to the Mason City Unified Urban Renewal Plan adding land to the Urban Renewal Area; and

WHEREAS, by Resolution No. 16-93, adopted April 21, 2016, this City Council approved and adopted an Amendment No. 5 to the Mason City Unified Urban Renewal Plan adding land to the Urban Renewal Area; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

Community Growth Urban Renewal Area (#1)

Beginning at the intersection of the north right-of-way (existing) (existing) line of Iowa Highway 122 and the west right-of-way (existing) (existing) line of South Delaware Avenue, thence west along the north right-of-way (existing) (existing) line of Iowa Highway 122 to the westerly right-of-way (existing) line of South Monroe Avenue, thence southerly along the westerly right-of-way (existing) line of South Monroe Avenue to the northeasterly right-of-way (existing) line of the Union Pacific Railroad located in the southwest quarter of the northwest quarter of the northeast quarter (SW 1/4 NW 1/4 NE 1/4) of Section 16-96-20, thence southeasterly along the northeasterly right-of-way (existing) line of the Union Pacific Railroad to the north right-of-way (existing) line of 19th Street SW, thence west along the north right-of-way (existing) line of 19th Street SW to the west line of the east half (E 1/2) of Section 13-96-21, thence north along the west line of the east half (E 1/2) of Section 13-96-21 and the west line of the east half (E 1/2) of Section 12-96-21 to the south right-of-way (existing) line of Iowa Highway 122, thence east along the south right-of-way (existing) line of Iowa Highway 122 to the west right-of-way (existing) line of South Eisenhower Avenue, thence south along the west right-of-way (existing) line of South Eisenhower Avenue to the northerly right-of-way (existing) line of I & M Rail Link Railroad located in the north half of the northwest quarter (N 1/2 NW 1/4) of Section 18-96-20, thence northeasterly along the northerly right-of-way (existing) line of I & M Rail Link Railroad to the easterly right-of-way (existing) line of the Union Pacific Railroad located in the west half of the southwest quarter of the southeast quarter (W 1/2 SW 1/4 SE 1/4) of Section 9-96-20 thence north along the easterly right-of-way (existing) line of Union Pacific Railroad to the south

right-of-way (existing) line of 1st Street SW, thence east along the south right-of-way (existing) line of 1st Street SW to the east right-of-way (existing) line of South Monroe Avenue, thence north along the east right-of-way (existing) line of South Monroe Avenue to the north right-of-way (existing) line of West State Street, thence east along the north right-of-way (existing) line of West State Street to the east right-of-way (existing) line of North Washington Avenue, thence north along the east right-of-way (existing) line of North Washington Avenue to the south right-of-way (existing) line of 10th Street NW, thence east along the south right-of-way (existing) line of 10th Street NW to the east right-of-way (existing) line of North Washington Avenue, thence north along the east right-of-way (existing) line of North Washington Avenue to the south right-of-way (existing) line of 16th Street NW, thence east along the south right-of-way (existing) line of 16th Street NW to the east right-of-way (existing) line of North Federal Avenue, thence south along the east right-of-way (existing) line of North Federal Avenue to the south right-of-way (existing) line of 16th Street NE, thence east along the south right-of-way (existing) line of 16th Street NE to the west right-of-way (existing) line of North Pennsylvania Avenue, thence southerly along the west right-of-way (existing) line of North Pennsylvania Avenue to the south right-of-way (existing) line of 11th Street NE, thence west along the south right-of-way (existing) line of 11th Street NE to the west right-of-way (existing) line of North Delaware Avenue, thence south along the west right-of-way (existing) line of North Delaware Avenue and the west right-of-way (existing) line of South Delaware Avenue to the point of beginning.

South Federal/Gateway Urban Renewal Area (#2)

Beginning at the point of intersection of the west right-of-way (existing) line of South Federal Avenue (Highway 65) and the northeasterly right-of-way (existing) line of the Union Pacific Railroad located in the southeast quarter (SE 1/4) of Section 16-96-20, thence south along the west right-of-way (existing) line of South Federal Avenue (Highway 65) to a point 830.5 feet south and 60 feet west of the northeast corner of Section 21-96-20, thence west to the southwest corner of the north 830.5 feet of the east half (E 1/2) of the northeast quarter (NE 1/4) of Section 21-96-20, thence south to the northwest corner of the northeast quarter of the southeast quarter (NE 1/4 SE 1/4) of Section 21-96-20, thence south along the quarter quarter section line to the north line of Section 28-96-20, thence west along said section line to the northwest corner of the northeast quarter (NE 1/4) of Section 28-96-20, thence south along said quarter section line to the southwest corner of the northeast quarter (NE 1/4) of Section 28-96-20, thence east along said quarter section line to the southeast corner of the northwest quarter (NW 1/4) of Section 27-96-20, thence north along said quarter section line to the northeast corner of the northwest quarter (NW 1/4) of Section 27-96-20, thence west along the section line of Section 27-96-20 to a point located 620 feet east of the southwest corner of the southwest quarter (SW 1/4) of Section 22-96-20, thence north 1420 feet, thence west 140 feet, thence north 735.4 feet, thence west 71 feet, thence north 150 feet, thence west 125.4 feet, thence north 300.62 feet to the

south right-of-way (existing) line of 245th Street of Cerro Gordo County, Iowa, thence east along the south right-of-way (existing) of 245th Street to its point of intersection with the centerline of South Delaware Avenue, thence north along the centerline of South Delaware Avenue extended to its point of intersection with the quarter section line of the north half (N 1/2) of Section 22-96-20, thence east along said quarter section line to the southeast corner of the northwest quarter of the northwest quarter (NW 1/4 NW 1/4) of Section 22-96-20, thence north along said quarter section line to its point of intersection with the northeasterly right-of-way (existing) line of the Union Pacific Railroad located in the northwest quarter (NW 1/4) of Section 22-96-20, thence northwesterly along said northeasterly right-of-way (existing) line of Union Pacific Railroad to the west line of Lot Six (6) in Block Thirteen (13), H. E. Francisco's Second Addition to Mason City, Iowa, thence north along the west line of said Lot Six (6) and Lot Four (4) in Block Thirteen (13), and north along the northerly extension of said west line, and north along the west line of Lot Seventeen (17) and Lot Ten (10) in Block Twelve (12), and north along the northerly extension of said west line, and north along the west line of Lot Seventeen (17) and Lot Ten (10) in Block Five (5), and north along the northerly extension of said west line, and north along the west line of Lot Seventeen (17) and Lot Ten (10) in Block Four (4), and north along the northerly extension of said west line, all in H. E. Francisco's Second Addition to Mason City, Iowa, to the south right-of-way (existing) line of 19th Street SE, thence westerly along the south right-of-way (existing) line of 19th Street SE to the easterly right-of-way (existing) line of South Federal Avenue, thence northerly along the easterly right-of-way (existing) line of South Federal Avenue to the north right-of-way (existing) line of 18th Street SE, thence east along the north right-of-way (existing) line of 18th Street SE to the west right-of-way (existing) line of South Delaware Avenue, thence north along the west right-of-way (existing) line of South Delaware Avenue to the north right-of-way (existing) line of 13th Street SE, thence west along the north right-of-way (existing) line of 13th Street SE to the east right-of-way (existing) line of South Federal Avenue, thence north along the east right-of-way (existing) line of South Federal Avenue to the northerly right-of-way (existing) line of the I & M Rail Link Railroad located in the southwest quarter (SW 1/4) of Section 10-96-20, thence easterly along the northerly right-of-way (existing) line of I & M Rail Link Railroad to the west right-of-way (existing) line of South Pennsylvania Avenue, thence north along the west right-of-way (existing) line of South Pennsylvania Avenue to the south right-of-way (existing) line of 6th Street SE, thence west along the south right-of-way (existing) line of 6th Street SE and the south right-of-way (existing) line of 6th Street SW to the east right-of-way (existing) line of South Washington Avenue, thence south along the east right-of-way (existing) line of South Washington Avenue and south along the vacated east right-of-way (existing) line of South Washington Avenue to the north right-of-way (existing) line of 13th Street SW, thence east along the north right-of-way (existing) line of 13th Street SW to the west right-of-way (existing) line of South Federal Avenue, thence south along the west right-of-way (existing) line of South Federal Avenue to the south right-of-way (existing) line of 15th Street SW, thence west along the south

right-of-way (existing) line of 15th Street SW to the northeasterly right-of-way (existing) line of Union Pacific Railroad located in the east half of the west half of the northeast quarter (E 1/2 W 1/2 NE 1/4) of Section 16-96-20, thence southeasterly along the northeasterly right-of-way (existing) line of Union Pacific Railroad to the point of beginning.

Amendment No. 5 to South Federal/Gateway (#2)(1st Amendment to South Federal/Gateway #2 Area)

All of the following described area is within Township 96 North, Range 20 West of the 5th P.M., Cerro Gordo County, Iowa:

Beginning at the intersection of the existing north right-of-way line of 19th Street SW and the west line of the East Half of Section 17; Thence East along said existing north right-of-way line to the east line of the West Half of Section 16; Thence South along said east line and the east line of the West Half of Section 21 to the south line of the North 830.5 feet of the East Half of Section 21; Thence East along said south line to the west line of the East Half of the NE 1/4 of Section 21; Thence South along said west line and the west line of the East Half of the SE 1/4 of Section 21 to the north line of the NE 1/4 of Section 28; Thence West along said north line to the west line of the NE 1/4 of Section 28; Thence South along said west line to the south line of the NE 1/4 of Section 28; Thence East along said south line and the south line of the NW 1/4 of Section 27 to the east line of the SW 1/4 of Section 27; Thence South along said east line to the south line of Section 27;

Thence West along said south line and the south line of Section 28 and the south line of Section 29 to the existing east right-of-way line of the Union Pacific Railroad; Thence North along said existing east right-of-way line to the west line of the NE 1/4 of Section 20; Thence North along said west line and the west line of the East Half of Section 17 to the point of beginning.

Except, Commencing at the Southwest Corner of the Southeast Quarter of Section 17, Township 96 North, Range 20 West of the Fifth Principal Meridian, Cerro Gordo County, Iowa; thence N 89°52' E 27.5 feet along the south line of the Southeast Quarter of said Section 17 to the point of beginning; thence N 89°52' E 592.62 feet along the South line of the Southeast Quarter of said Section 17 to a point 50.0 feet perpendicularly distant from the centerline of the Chicago and North Western Transportation Company main track; thence N 43°21'06" E 231.09 feet along a line lying 50.0 feet perpendicularly distant from the said centerline of the Chicago and North Western Transportation Company main track; thence Northeasterly 484.17 feet along a line lying 50.0 feet perpendicularly distant of the centerline of the industrial spur track to a point 25.0 feet perpendicularly distant South of the centerline of an industrial spur track; thence N 89°52'24" W 936.32 feet along a line lying 25.0 feet perpendicularly distant from said centerline of industrial spur track and the extension thereof to a point 27.5 feet East of the West line of the Southeast Quarter of said Section 17; thence South 603.76 feet along a line 27.5 feet East of the West line of the Southeast Quarter of said Section 17 to

the point of beginning. NOTE: The West line of the Southeast Quarter of Section 17-96-20 is assumed to bear South; and

Except, East 30 Acres of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW1/4) of Section Sixteen (16) in Township Ninety-six (96) North, Range Twenty (20) West of the 5th P.M., Except the East 141 Feet Thereof, and Except the South 289 Feet Thereof, and Except That Part Conveyed to the State of Iowa in Deeds Recorded in Land Deed Record 121 Page 288 and Land Deed Record 121 Page 289, Subject to All Existing Easements of Record; and

Except, That part of the SW 1/4 of Section 16, and the NW 1/4 of Section 21, Township 96 North, Range 20 West of the 5th P.M., Cerro Gordo County, Mason City, Iowa, described as follows: Beginning at the Southwest Corner of the NW 1/4 of said Section 21; thence N 00°05'50" W. 2649.94 feet along the West line of the NW 1/4 of said Section 21; thence N 00°00'00" W. 1807.14 feet along the West line of the SW 1/4 of said Section 16; thence N 43°31'00" E. 52.27 feet along the Southeasterly right-of-way of the Chicago and Northwestern Railroad; thence Northeasterly on a curve to the left with a central angle of 00°27'45", a radius of 5769.64 feet and an arc length of 46.58 feet along said railroad right-of-way; thence N 87°17'13" E. 835.99 feet; thence N 01°59'54" E. 54.47 feet; thence S 88°51'13" E. 751.90 feet; thence S 00°07'43" W. 1989.65 feet; thence S 88°53'58" E. 994.63 feet along the North line of the NW 1/4 of said Section 21, thence S 00°03'16" W. 2649.89 feet along the East line of the NW 1/4 of said Section 21; thence N. 88°53'51" W. 2640.08 feet along the South line of the NW 1/4 of said Section 21 to the point of beginning, containing 234.56 acres subject to Easements of record and monumented as shown in the plat herein. NOTE: The West line of the SW 1/4 of said Section 21 is assumed to bear N 00°00'00" W; and

Except, The West One-half (1/2) of the Southwest One-quarter (SW 1/4) of the Southeast One-quarter (SE 1/4) of Section 21, Township 96 North, Range 20 West of the Fifth P.M.

South Eisenhower Avenue Urban Renewal Area (#3)

Beginning at the intersection of the south right-of-way (existing) line of 19th Street SW and the east line of the west half of the west half (W 1/2 W 1/2) of Section 18-96-20, thence south along the east line of the west half of the west half (W 1/2 W 1/2) of Sections 18-96-20 and 19-96-20 to the north section line of Section 30-96-20, thence east along the north section line of Section 30-96-20 to the northeast corner of the northwest quarter (NW 1/4) of Section 30-96-20, thence south along the quarter section line of Section 30-96-20 to the southeast corner of the northwest quarter (NW 1/4) of Section 30-96-20, thence west along the quarter section line of Section 30-96-20 to the southwest corner of the northeast quarter (NE 1/4) of Section 25-96-21, thence north along the quarter

section line of Section 25-96-21 to the south line of Section 24-96-21, thence east on the south line of Section 24-96-21 to the west line of the east half of the east half (E 1/2 E 1/2) Section 24-96-21, thence north on the west line of the east half of the east half (E 1/2 E 1/2) Section 24-96-21 to the south right-of-way (existing) line of 250th Street, Cerro Gordo County, thence west on south right-of-way (existing) line of 250th Street to the west line of the east half (E 1/2) of Section 13-96-21, thence north on the west line of the east half (E 1/2) of Section 13-96-21 to the south right-of-way (existing) line of 19th Street SW, thence east along the south right-of-way (existing) line of 19th Street SW to the point of beginning.

Westside Urban Renewal Area (#4)

Beginning at the intersection of the east right-of-way (existing) line of South Taft Avenue and the south right-of-way (existing) line of Iowa Highway 122, thence east along the south right-of-way (existing) line of Iowa Highway 122 to the point of intersection with the east line of the west 563 feet of the southwest quarter (SW 1/4) of Section 8-96-20, which point is also on the west line of Lot Eight (8) of Westside Acres Addition to Mason City, Iowa, thence south along the east line of the west 563 feet of the southwest quarter (SW 1/4) of Section 8-96-20 to the south line of the north 899 feet of the southwest quarter (SW 1/4) of Section 8-96-20, thence west along the south line of the north 899 feet of the southwest quarter (SW 1/4) of Section 8-96-20 to the west right-of-way (existing) line of South Taft Avenue, thence south along the west right-of-way (existing) line of South Taft Avenue to the north section line of Section 18-96-20, thence west along the north section line of Section 18-96-20 to the west line of the east half of the east half (E 1/2 E 1/2) of Section 18-96-20, thence south along the west line of the east half of the east half (E 1/2 E 1/2) of Section 18-96-20 to the northerly right-of-way (existing) line of the I & M Rail Link Railroad located in the north half of the northeast quarter (N . NE 1/4) of Section 18-96-20, thence southwesterly along the northerly right-of-way (existing) line of the I & M Rail Link Railroad to the east right-of-way (existing) line of South Eisenhower Avenue, thence northerly along the east right-of-way (existing) line of South Eisenhower Avenue to the south right-of-way (existing) line of Iowa Highway 122, thence easterly along the south right-of-way (existing) line of Iowa Highway 122 to the point of beginning;

Industrial Urban Renewal Area

The Northwest quarter (NW ¼) of S4-T96N-R20W, and the Northeast quarter (NE ¼) of S5-T96N-R20W all in Mason City, Iowa

Amendment No. 1 Area to Unified Urban Renewal Plan

Areas to be added:

South Taft Area

Beginning at the Northwest corner of Lot Six, Block Three, Briarstone Estates Second Addition to Mason City, Iowa,

Thence South along the East line of Lots Six, Five, Four, Three, and Two of Block Three, Briarstone Estates Second Addition to Mason City, Iowa to the Northwest corner of Lot One of said Subdivision,

Thence Southwesterly along the West line of Lot One, Block Three, Briarstone Estates Second Addition to Mason City, Iowa to the Southwest corner of said Lot One,

Thence South from the Southwest corner of Lot One, Block Three, Briarstone Estates Second Addition to Mason City, Iowa to its intersection with the South Right of Way line of Briarstone Drive,

Thence Southeasterly along the South Right of Way line of Briarstone Drive to the Northwest corner of Lot One, Block Eight, Briarstone Estates Second Addition to Mason City, Iowa,

Thence South along the West line of Lot One and Three, Block Eight, Briarstone Estates Second Addition to Mason City, Iowa and continuing South along West line of Briarcliff Estates First Subdivision to Mason City, Iowa and continuing South along the East line of a parcel of land described as follows: Parcel "A" in the Southwest Quarter of Section Eight (8) and the Northwest Quarter of Section Seventeen (17), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., as recorded in book 1997, page 4610 in the Cerro Gordo County, Iowa Records Office to its intersection with the North Right of Way line of the Canadian Pacific Railway,

Thence Southwesterly along the North Right of Way line of the Canadian Pacific Railway to the Southwest corner of Commercial Park Second Addition to Mason City, Iowa,

Thence North along the West line of Commercial Park Second Addition to Mason City, Iowa to the Northwest corner of said Addition,

Thence East along the North line of Commercial Park Second Addition to Mason City, Iowa and continuing East along the North line of Lot One, Commercial Park Addition to Mason City, Iowa, and continuing East along the North line of a parcel of land described as follows: The Northerly 140 Feet of the Easterly 311.14 Feet of the Northeast Quarter (NE ¼) of Section Eighteen (18) in Township Ninety-six (96) North, Range Twenty (20) West of the 5th P.M., as recorded in book 1992, page 3794 in the Cerro Gordo County, Iowa Records Office to its intersection with the West Right of Way line of South Taft Avenue,

Thence North along the West Right of Way line of South Taft Avenue to its intersection with a line extending West from the Northwest corner of Briarstone Estates Second Addition to Mason City, Iowa

Thence East from the West Right of Way line of South Taft Avenue to the Northwest corner of Briarstone Estates Second Addition to Mason City, Iowa

Thence East along the North line of Briarstone Estates Second Addition to Mason City, Iowa from the Northwest corner of said Addition to the Point of Beginning.

North End

Beginning at the intersection of the North Right of Way line of Eighteenth Street Northeast and the East Right of Way line of North Pennsylvania Avenue,

Thence Southerly along the East Right of Way line of North Pennsylvania Avenue to its intersection with the South Right of Way line of Eleventh Street Northeast,

Thence West from the intersection of the East Right of Way line of North Pennsylvania and the South Right of Way line of Eleventh Street Northeast to its intersection with West Right of Way line of North Pennsylvania Avenue,

Thence Northerly along the West Right of Way line of North Pennsylvania Avenue to its intersection with the South Right of Way line of Sixteenth Street Northeast,

Thence West along the South Right of Way line of Sixteenth Street Northeast to its intersection with the East Right of Way line of North Federal Avenue,

Thence North along the East Right of Way line of North Federal Avenue to its intersection with the South Right of Way line of Sixteenth Street Northwest,

Thence West along the South Right of Way line of Sixteenth Street Northwest to its intersection with the East Right of Way line of North Washington Avenue,

Thence Southerly along the East Right of Way line of North Washington Avenue to the South Right of Way line of Twelfth Street Northwest,

Thence West along the South Right of Way line of Twelfth Street Northwest to its intersection with the West Right of Way line of North President Avenue,

Thence North along the West Right of Way line of North President Avenue to the North Right of Way line of Seventeenth Street Northwest,

Thence East along the North Right of Way line of Seventeenth Street Northwest to its intersection with the West Right of Way line of North Federal Avenue,

Thence North along the West Right of Way line of North Federal Avenue to its intersection with the North Right of Way line of Eighteenth Street Northeast,

Thence East along the North Right of Way line of Eighteenth Street Northeast to the Point of Beginning.

Nineteenth Street Southwest Gaps

1. Gap from South Benjamin Avenue to the West

Beginning at the point of intersection of the East line of the West half of Section Seventeen (17), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. and the North Right of Way line of Nineteenth Street Southwest,

Thence South along the East line of the West half of Section Seventeen (17), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. to its intersection with the South Right of Way line of Nineteenth Street Southwest,

Thence Westerly along the South Right of Way line of Nineteenth Street Southwest to its intersection with the West line of the East half of Section Thirteen (13), Township Ninety-Six (96) North, Range Twenty-One (21) West of the 5th P.M.,

Thence North along the West line of the East half of Section Thirteen (13), Township Ninety-Six (96) North, Range Twenty-One (21) West of the 5th P.M. to its intersection with the North Right of Way line of Nineteenth Street Southwest,

Thence Easterly along the North Right of Way line of Nineteenth Street Southwest to the Point of Beginning.

2. Gap North of Rolling Acres

Beginning at the point of intersection of the Northeast Right of Way line of the Union Pacific Railroad and the North Right of Way line of Nineteenth Street Southwest which point is within the Southeast Quarter of the Northeast Quarter of Section Sixteen (16), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M.,

Thence Southeasterly along the Northeast Right of Way line of the Union Pacific Railroad to its intersection with the South Right of Way line of Nineteenth Street Southwest,

Thence Westerly along the South Right of Way line of Nineteenth Street Southwest to its intersection with the West line of the East half of Section Sixteen (16), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M.,

Thence North along the West line of the East half of Section Sixteen (16), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. to its intersection with the North Right of Way line of Nineteenth Street Southwest,

Thence East along the North Right of Way line of Nineteenth Street Southwest to the Point of Beginning.

122 West Corridor Area

Beginning at the Northwest corner of the Subdivision of South 617 Feet of Outlot "F" Willowbrook Addition to Mason City, Iowa,

Thence South along the West line of the Subdivision of South 617 Feet of Outlot "F" Willowbrook Addition to Mason City, Iowa to the Southwest corner of said Subdivision,

Thence East along the South line of the Subdivision of South 617 Feet of Outlot "F" Willowbrook Addition to Mason City, Iowa to the Southeast corner of Lot Sixteen of said Subdivision,

Thence South from the Southeast corner of Lot Sixteen of the Subdivision of South 617 Feet of Outlot "F" Willowbrook Addition to Mason City, Iowa to the South Right of Way line of the Frontage Road lying South of Fourth Street Southwest,

Thence East along the South Right of Way line of the Frontage Road lying South of Fourth Street Southwest to its intersection with the West Right of Way line of Cerro Gordo Way,

Thence Southeast along the Western Right of Way line of Cerro Gordo Way to the Northwest corner of Lot one of Hillcrest Addition to Mason City, Iowa, which point is also on the West line of a parcel of land described as follows: The North 625 feet of the West 232 feet of the Northwest quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section Eight (8), in Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., EXCEPT the following tracts: (1) The North 60 feet thereof; (2) That part of the South 40 feet of the North 100 feet thereof lying West of Cerro Gordo Way; (3) Commencing at a point which is 60 feet South and 75.1 feet East of the center of said Section 8; thence East 79.1 feet parallel to and 60 feet South of the center line of said Section 8; thence Southeasterly 140.05 feet to a point which is 176.85 feet South and 232 feet East of the center of said Section 8, thence South 118.85 feet to a point which is 295.7 feet South and 232 feet East of the center of said Section 8; thence Northwesterly to the point of beginning (said parcel is also described in Book 1987 and Page 4406 of the Cerro Gordo County, Iowa Records Office and is also known as County Parcel Number 070840100100),

Thence South along the East line of said parcel described in Book 1987 and Page 4406 of the Cerro Gordo County, Iowa Records Office (County Parcel Number 070840100100) to the Southeast corner of said parcel,

Thence West along the South line of said parcel described in Book 1987 and Page 4406 of the Cerro Gordo County, Iowa Records Office (County Parcel Number 070840100100) to the Southwest corner of said property,

Thence North along said parcel described in Book 1987 and Page 4406 of the Cerro Gordo County, Iowa Records Office (County Parcel Number 070840100100) to the

Southeast corner of a parcel described as Parcel "B" located within the Southwest Quarter of Section 8, Township 96 North, Range 20 West of the 5th P.M. as described and depicted on the October 19, 2010 Survey filed October 26, 2010 as Document 2010-7503 (also know as parcel 070832902700),

Thence West along the South line of said parcel described as Parcel "B" located within the Southwest Quarter of Section 8, Township 96 North, Range 20 West of the 5th P.M. as described and depicted on the October 19, 2010 Survey filed October 26, 2010 as Document 2010-7503 (also know as parcel 070832902700), to the Southwest corner of said parcel,

Thence North along West line of said parcel described as Parcel "B" located within the Southwest Quarter of Section 8, Township 96 North, Range 20 West of the 5th P.M. as described and depicted on the October 19, 2010 Survey filed October 26, 2010 as Document 2010-7503 (also know as parcel 070832902700), to the Southeast corner of Park West Subdivision to Mason City, Iowa,

Thence West along the South line of Park West Subdivision to Mason City, Iowa to the Southwest corner of said subdivision,

Thence South from the Southwest corner of Park West Subdivision to Mason City, Iowa to the Northeast corner of Block 3, Briarstone Estates First Addition to Mason City, Iowa,

Thence West along the North line of Block 3, Briarstone Estates First Addition to Mason City, Iowa to the Northwest corner of Block 3, Briarstone Estates First Addition to Mason City, Iowa,

Thence West from the Northwest corner of Block 3, Briarstone Estates First Addition to Mason City, Iowa, to the West Right of Way line of Briarstone Drive,

Thence North along the West Right of Way line of Briarstone Drive to the Southeast corner of Westside Acres Addition to Mason City, Iowa,

Thence West along the South line Westside Acres Addition to Mason City, Iowa to the Southwest corner of Westside Acres Addition to Mason City, Iowa,

Thence North along the West line of Westside Acres Addition to Mason City, Iowa to the South Right of Way line of Fourth Street Southwest,

Thence Westerly along the South Right of Way line of Fourth Street Southwest to the Northwest corner of Stanford Subdivision to Mason City, Iowa,

Thence South along the West line of Stanford Subdivision to Mason City, Iowa to the Northwest corner of Lot 7 of said Subdivision which point is also along the South Right of Way line of the Frontage Road South of Fourth Street Southwest,

Thence Westerly along the South Right of Way line of the Frontage Road South of Fourth Street Southwest to its intersection with the East Right of Way Line of South Eisenhower Avenue,

Thence South along the East Right of Way line of South Eisenhower Avenue to its intersection with the North Right of Way line of the Canadian Pacific Railway,

Thence West along the North Right of Way line of the Canadian Pacific Railway to its intersection with the West Right of Way line of South Eisenhower Avenue,

Thence North along the West Right of Way line of South Eisenhower Avenue to its intersection with the South Right of Way line of Fourth Street Southwest which street is also known as Iowa State Highway 122,

Thence Westerly along the South Right of Way line of Fourth Street Southwest to its intersection with the West line of the East half of Section Twelve (12), Township Ninety-Six (96) North, Range Twenty-One (21) West of the 5th P.M.,

Thence North along the West line of the East half of Section Twelve (12), Township Ninety-Six (96) North, Range Twenty-One (21) West of the 5th P.M., to the Southeast corner of Sedars Auto Park an Addition to Mason City, Iowa,

Thence Westerly along the South line of Sedars Auto Park an Addition to Mason City, Iowa to the East Right of Way line of Lark Avenue,

Thence North along the East Right of Way line of Lark Avenue to the Northwest corner of Sedars Auto Park an Addition to Mason City, Iowa,

Thence East along the North line of Sedars Auto Park an Addition to Mason City, Iowa to the Northeast corner of said Addition which point is also along the West line of the East half of Section Twelve (12), Township Ninety-Six (96) North, Range Twenty-One (21) West of the 5th P.M.,

Thence North along the West line of the East Half of Section Twelve (12), Township Ninety-Six (96) North, Range Twenty-One (21) West of the 5th P.M. to the Northern most point of a parcel of land described as the West Half (W ½) of the Northeast Quarter (NE ¼) of Section Twelve (12), Township Ninety-six (96) North, Range Twenty-one (21) West of the 5th P.M., Lying West of Willow Creek,

Thence Southeasterly along the Eastern line of a parcel of land described as the West Half (W ½) of the Northeast Quarter (NE ¼) of Section Twelve (12), Township Ninety-six (96) North, Range Twenty-one (21) West of the 5th P.M., Lying West of Willow Creek to its intersection with the South line of the North half of the North half of Section Twelve (12), Township Ninety-six (96) North, Range Twenty-one (21) West of the 5th P.M.,

Thence East along the South line of the North half of the North half of Section Twelve (12), Township Ninety-six (96) North, Range Twenty-one (21) West of the 5th P.M. to its intersection with the West Right of Way line of South Eisenhower Avenue,

Thence North along the West Right of Way line of South Eisenhower Avenue and continuing North along the West Right of Way line of North Eisenhower Avenue to its intersection with a line extending West from the Southwest Corner of a parcel of land described in Book 1991 and Page 3756 of the Cerro Gordo County, Iowa Records Office as follows: That part of the Northwest Quarter of the Northwest Quarter of Section 7, Township 96 North, Range 20 West, Cerro Gordo County, Iowa described as follows: Beginning at the northwest corner of said Northwest Quarter; thence southerly on an assumed azimuth from north of 180 degrees 00 minutes 00 seconds along the west line of said Northwest Quarter 230.00 feet; thence easterly 89 degrees 27 minutes 02 seconds azimuth 310.00 feet; thence northerly 00 degrees 00 minutes 00 seconds azimuth 230.00 feet to the North line said Northwest Quarter; thence westerly 269 degrees 27 minutes 02 seconds azimuth along the North line of said Northwest Quarter 310.00 feet to the point of beginning (parcel also know as 070710001000),

Thence East along the South line of a parcel of land described in Book 1991 and Page 3756 of the Cerro Gordo County, Iowa Records Office to the Southeast corner of said parcel,

Thence North along the East line of a parcel of land described in Book 1991 and Page 3756 of the Cerro Gordo County, Iowa Records Office to its intersection with the North line of Section Seven (7), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M.,

Thence East along the North line of Section 7, Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. to the Northeast corner of the Northwest Quarter of Section Seven (7), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M.,

Thence South along the East line of the Northwest Quarter of Section Seven (7), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. to the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section Seven (7), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M.,

Thence East along the North line of the Southwest Quarter of the Northeast Quarter of Section Seven (7), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., to its intersection with the Northwest corner of Barlas Subdivision to Mason City, Iowa,

Thence South along the West line of Barlas Subdivision to Mason City, Iowa to the Southwest corner of said Subdivision,

Thence East along the South line of Barlas Subdivision to Mason City, Iowa to the Southeast corner of said Subdivision which point is also on the West line of Felker's Addition to Cerro Gordo County, Iowa,

Thence South along the West line of Felker's Addition to Cerro Gordo County, Iowa to the Southwest corner of said Subdivision which point is also the Northwest corner of Westgate First Addition to Mason City, Iowa,

Thence East along the North line of Westgate First Addition to Mason City, Iowa and continuing East along the North line of Westgate Second Addition to Mason City, Iowa to the Northeast corner of Westgate Second Addition to Mason City, Iowa which point is also the Southwest corner of Pebble Creek First Addition to Mason City, Iowa,

Thence East along the South line of Pebble Creek First Addition to Mason City, Iowa and continuing East along the South line of Pebble Creek Second Addition to Mason City, Iowa to the Southeast corner of Pebble Creek Second Addition to Mason City, Iowa which point is also the Southwest corner of Hunter's Ridge First Subdivision to Mason City, Iowa

Thence East along the South line of Hunter's Ridge First Subdivision to Mason City, Iowa to the Point of Beginning.

Combined Shopko and East Downtown

Beginning at the point of intersection of the West Right of Way line of the inactive Union Pacific Railroad in the Southwest Quarter of Section Three (3), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. and the North Right of Way line of Seventh Street Northeast,

Thence Southeasterly along the West Right of Way line of the inactive Union Pacific Railroad to its intersection with the South Right of Way line of East State Street,

Thence West along the South Right of Way line of East State Street to its intersection with the East Right of Way line of South Connecticut Avenue,

Thence South along the East Right of Way line of South Connecticut Avenue to its intersection with the South Right of Way line of First Street Southeast,

Thence West along the South Right of Way line of First Street Southeast to its intersection with the East Right of Way line of South Georgia Avenue,

Thence South along the East Right of Way line of South Georgia Avenue to its intersection with the South Right of Way line of Second Street Southeast,

Thence West along the South Right of Way line of Second Street Southeast to its intersection with the East Right of Way line of South Pennsylvania Avenue,

Thence Southerly along the East Right of Way line of South Pennsylvania Avenue to its intersection with a line extending East from the Northeast corner of Lot Twenty, of Charles D. Wilson's Replat of the East 8 rods of Lot 6 in Sub. Lot 7 in S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section Ten (10), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. and Lots 1-2-3-20-21-22 and 23 in M.M. Burns Addition to Mason City, Iowa,

Thence West from the East Right of Way line of South Pennsylvania Avenue to the Northeast corner of Lot Twenty, of Charles D. Wilson's Replat of the East 8 rods of Lot 6 in Sub. Lot 7 in S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section Ten (10), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. and Lots 1-2-3-20-21-22 and 23 in M.M. Burns Addition to Mason City, Iowa,

Thence West along the North line of Lot Twenty, of Charles D. Wilson's Replat of the East 8 rods of Lot 6 in Sub. Lot 7 in S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section Ten (10), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. and Lots 1-2-3-20-21-22 and 23 in M.M. Burns Addition to Mason City, Iowa to the Northwest corner of said Lot,

Thence South along the West line of Lot Twenty, of Charles D. Wilson's Replat of the East 8 rods of Lot 6 in Sub. Lot 7 in S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section Ten (10), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. and Lots 1-2-3-20-21-22 and 23 in M.M. Burns Addition to Mason City, Iowa to the Southwest corner of said Lot,

Thence South along the West line of Lots Nineteen and Eighteen of M.M. Burns Addition to Mason City, Iowa to the Southwest corner of Lot 18 of said Addition,

Thence South along the West line of Lot Three of Auditors Replat of Lots 14-15-16-17 M.M. Burn's Addition to Mason City, Iowa to the Southwest corner of said Lot,

Thence East along the South line of Lot Three of Auditors Replat of Lots 14-15-16-17 M.M. Burn's Addition to Mason City, Iowa to the Southeast corner of said Lot,

Thence East from the Southeast corner of Lot Three of Auditors Replat of Lots 14-15-16-17 M.M. Burn's Addition to Mason City, Iowa to the East Right of Way line of South Pennsylvania Avenue,

Thence Southerly along the East Right of Way line of South Pennsylvania Avenue to its intersection with the South Right of Way line of Sixth Street Southeast,

Thence West along the South Right of Way line of Sixth Street Southwest to its intersection with the East Right of Way line of South Washington Avenue,

Thence South along the East Right of Way line of South Washington Avenue to its intersection with the South Right of Way line of Eighth Street Southwest which point is also the Northwest corner of Block Twenty-One of Town Plat of South Mason City,

Thence South along the West line of Block Twenty-One of Town Plat of South Mason City to the Southwest corner of said Block which point is also along the North Right of Way line of the Canadian Pacific Railway,

Thence South from the Southwest corner of Block Twenty-One of Town Plat of South Mason City to the Northwest corner of Block D of Town Plat of South Mason City,

Thence South along the West line of Block D of Town Plat of South Mason City to the Southwest corner of said Block which point is also along the North Right of Way line of Tenth Street Southwest,

Thence South from the Southwest corner of Block D of Town Plat of South Mason City to the Northwest corner of Block Twenty-Two of Town Plat of South Mason City which point is also along the South Right of Way line of Tenth Street Southwest,

Thence West along the South Right of Way of Tenth Street Southwest to its intersection with the West Right of Way line of South President Avenue,

Thence North along the West Right of Way line of South President Avenue to its intersection with the South Right of Way line of the Canadian Pacific Railway,

Thence Westerly along the South Right of Way line of the Canadian Pacific Railway to its intersection with West Right of Way Line of South Monroe Avenue,

Thence Northerly along the West Right of Way line of South Monroe Avenue to its intersection with the North Right of Way line of Iowa State Highway 122 (Fifth Street Southwest),

Thence East along the North Right of Way line of Iowa State Highway 122 to its intersection with a line extending North from the Northwest corner of Lot Six of a Subdivision of Lot Seventeen in Emsley and Adams Subdivision of the Northwest Quarter of the Southeast Quarter of Section Nine (9), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. in Mason City, Iowa,

Thence South across the Right of Way of Iowa State Highway 122 (Fifth Street Southwest) to the Northwest corner of Lot Six of a Subdivision of Lot Seventeen in Emsley and Adams Subdivision of the Northwest Quarter of the Southeast Quarter of Section Nine (9), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. in Mason City, Iowa,

Thence South along the West line of Lot Six of a Subdivision of Lot Seventeen in Emsley and Adams Subdivision of the Northwest Quarter of the Southeast Quarter of Section

Nine (9), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. in Mason City, Iowa, to the Southwest corner of said Lot Six which point is also along the North Right of Way line of the Eastbound one way of Iowa State Highway 122,

Thence Southeasterly along the North Right of Way line of Iowa State Highway 122 (Sixth Street Southwest) to its intersection with the East Right of Way line of South Jefferson Avenue,

Thence Easterly along the North Right of Way line of Sixth Street Southwest to its intersection with the West Right of Way line of South Delaware Avenue,

Thence Northerly along the West Right of Way line of South Delaware Avenue and continuing North along the West Right of Way line of North Delaware Avenue to its intersection with the South Right of Way line of Eleventh Street Northeast,

Thence East along the South Right of Way line of Eleventh Street Northeast to its intersection with the East Right of Way line of North Delaware Avenue,

Thence South along the East Right of Way of North Delaware Avenue to its intersection with the North Right of Way line of Seventh Street Northeast,

Thence East along the North Right of Way line of Seventh Street Northeast to the Point of Beginning.

Diamond Vogel Paint Area

Beginning at the Northwest corner of a parcel of land described in Book 2004 and Page 1080 in the Cerro Gordo County, Iowa Records Office (See Exhibit One for a description of said parcel also known as County Parcel Number 071036000100) which point is also along the East Right of Way line of South Federal Avenue,

Thence East along the North line of a parcel of land described in Book 2004 and Page 1080 in the Cerro Gordo County, Iowa Records Office (Exhibit One) to the Northeast Corner of said parcel,

Thence Southerly along the Westerly line of a parcel of land described in Book 2004 and Page 1080 in the Cerro Gordo County, Iowa Records Office (Exhibit One) to the Southeast corner of said parcel which point is also the Northeast corner of a parcel of land described in Book 1997 and Page 8407 of the Cerro Gordo County, Iowa Records Office (See Exhibit Two for a description of said parcel also known as County Parcel Number 071036000200),

Thence Southerly along the Eastern boundary line of a parcel of land described in Book 1997 and Page 8407 of the Cerro Gordo County, Iowa Records Office (Exhibit Two) to the Southeast corner of said parcel which point is also known as the Northeast corner of a parcel of land described in Book 1998 and Page 10206 of the Cerro Gordo County, Iowa

Recorders Office (See Exhibit Three for a description of said parcel also known as County Parcel Number 071036000300),

Thence South along the East line of a parcel of land described in Book 1998 and Page 10206 of the Cerro Gordo County, Iowa Records Office (Exhibit Three) to the Southeast corner of said parcel which point is also along the North Right of Way line of the alley North of Block Four, College Addition to Mason City, Iowa,

Thence South from the North Right of Way line of the alley North of Block Four College Addition to Mason City, Iowa to the South Right of Way line said alley,

Thence West along the South Right of Way line of the alley North of Block Four, College Addition to Mason City, Iowa to the Northwest corner of Lot Ten (10), Block Four (4), College Addition to Mason City, Iowa,

Thence South along the West line of Lot Ten (10), Block Four (4) College Addition to Mason City, Iowa to the Southwest corner of said lot which point is also along the North Right of Way line of Twelfth Street Southeast,

Thence East along the North Right of Way line of Twelfth Street Southeast to its intersection with a line extending North from the Northeast corner of a parcel of land described as the West One Hundred Fifty (150) Feet of Block Five (5) in College Addition to Mason City, Iowa,

Thence South from the North Right of Way line of Twelfth Street Southeast to the Northeast corner of a parcel of land described as the West One Hundred Fifty (150) Feet of Block Five (5) in College Addition to Mason City, Iowa,

Thence South along the East line of a parcel of land described as the West One Hundred Fifty (150) Feet of Block Five (5) in College Addition to Mason City, Iowa to the Southeast corner of said parcel which point is also along the North Right of Way line of Thirteenth Street Southeast,

Thence West along the North Right of Way line of Thirteenth Street Southeast to its intersection with the East Right of Way line of South Federal Avenue,

Thence Northerly along the East Right of Way line of South Federal Avenue to the Point of Beginning.

Exhibit 1: A parcel of land described in Book 2004 and Page 1080 in the Cerro Gordo County, Iowa Records Office (County Parcel Number 071036000100).

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION TEN (10) IN TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M., BEING A PORTION OF BLOCK "X", TENTH STREET SOUTHEAST AND BLOCK

FOURTEEN (14), ALL IN SOUTH MASON CITY, IOWA, AND PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10; THENCE NORTH 130 FEET ALONG THE WEST LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING; THENCE EAST 253 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10; THENCE NORTH 112.8 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 10 TO A POINT DISTANT 9 FEET SOUTHWESTERLY, MEASURED RADially, FROM THE CENTERLINE OF A SPUR TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AS SAID SPUR TRACK IS PRESENTLY LOCATED; THENCE NORTHWESTERLY 162.9 FEET, CHORD MEASUREMENT, ALONG AN IRREGULAR CURVE PARALLEL WITH AND 9 FEET DISTANT SOUTHWESTERLY, MEASURED RADially, FROM SAID SPUR TRACK CENTERLINE AS SAID SPUR TRACK IS PRESENTLY LOCATED TO A POINT DISTANT 162 FEET EAST, MEASURED PARALLEL WITH THE SOUTH LINE OF SECTION 10, FROM THE WEST LINE OF SAID SECTION 10 (THE AFORESAID CHORD DEFLECTING 34° 02' 30" LEFT FROM THE PRECEDING COURSE AND SAID SPUR TRACK CENTERLINE BEING LOCATED NORTHEASTERLY FROM SAID CHORD, MEASURED AT RIGHT ANGLES AND STATIONING FROM THE SOUTHERLY END OF SAID CHORD AS FOLLOWS: STATION 0+25 A DISTANCE OF 6.43 FEET; STATION 0+50 A DISTANCE OF 5.15 FEET; STATION 0+75 A DISTANCE OF 4.95 FEET; STATION 1+00 A DISTANCE OF 5.83 FEET; STATION 1+25 A DISTANCE OF 6.97 FEET AND STATION 1+50 A DISTANCE OF 8.27 FEET) ; THENCE NORTH 42 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 10; THENCE DEFLECTING NORTHWESTERLY 41° 43' 10" A DISTANCE OF 32.3 FEET TO A POINT 140 FEET EAST, MEASURED PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10, FROM THE WEST LINE OF SAID SECTION 10; THENCE WEST 140 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10 TO THE WEST LINE OF SAID SECTION 10; THENCE SOUTH 314.95 FEET ALONG THE WEST LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING;

EXCEPT PART OF BLOCK 14 AND THE VACATED EAST-WEST ALLEY THROUGH SAID BLOCK 14 IN SOUTH MASON CITY, IOWA, DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 10 IN TOWNSHIP 96 NORTH, RANGE 20 WEST OF THE 5TH P.M., SAID CORNER BEING 33 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID BLOCK 14; THENCE NORTH 130 FEET ALONG THE WEST LINE OF SAID SECTION 10; THENCE EAST 33 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING; THENCE CONTINUING EAST A DISTANCE OF 220 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 10 A DISTANCE OF 85 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SECTION 10 A DISTANCE OF 103 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SECTION 10 A DISTANCE OF 35 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SECTION 10 A DISTANCE OF 117 FEET; THENCE SOUTH

PARALLEL WITH THE WEST LINE OF SECTION 10 TO THE POINT OF BEGINNING; AND

EXCEPT COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE NORTH 130 FEET ALONG THE WEST LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING; THENCE EAST 33 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10; THENCE NORTH 120 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 10; THENCE WEST 10 FEET; THENCE NORTHWESTERLY 98.9 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 10, 216.5 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 216.5 FEET ALONG THE WEST LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING; AND

EXCEPT COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE NORTH 130 FEET ALONG THE WEST LINE OF SECTION 10; THENCE EAST 33 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10; THENCE NORTH 120 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING; THENCE WEST 10 FEET; THENCE NORTHWESTERLY ALONG THE PUBLIC STREET TO A POINT ON SAID PUBLIC STREET DEDICATION LINE WHICH IS 260 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 10; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10 TO A POINT DISTANT 9 FEET SOUTHWESTERLY, MEASURED RADially, FROM THE CENTERLINE OF A SPUR TRACK OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY AS SAID SPUR TRACK IS PRESENTLY LOCATED; THENCE SOUTHEASTERLY ALONG AN IRREGULAR CURVE PARALLEL WITH AND 9 FEET DISTANT SOUTHWESTERLY, MEASURED RADially, FROM SAID SPUR TRACK CENTERLINE AS SAID SPUR TRACK IS PRESENTLY LOCATED TO A POINT 253 FEET EAST, MEASURED PRALLEL WITH THE SOUTH LINE OF SAID SECTION 10, FROM THE WEST LINE OF SAID SECTION 10; THENCE WEST 103 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 10; THENCE WEST 104 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10; THENCE NORTH 35 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 10; THENCE WEST 117 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10 TO THE POINT OF BEGINNING

Exhibit 2: A parcel of land described in Book 1997 and Page 8407 of the Cerro Gordo County, Iowa Records Office (County Parcel Number 071036000200). PART OF BLOCK 14 AND VACATED EAST-WEST ALLEY THROUGH SAID BLOCK 14 IN SOUTH MASON CITY, IOWA, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SECTION TEN (10), TOWNSHIP NINETY-SIX (96) NORTH, RANGE TWENTY (20) WEST OF THE 5TH P.M., CERRO GORDO COUNTY, IOWA, SAID CORNER BEING 33 FEET SOUTH OF THE SOUTHWEST CORNER OF SAID BLOCK 14; THENCE N 00°-00' 00" E, 130.00 FEET ALONG THE WEST LINE OF SAID SECTION 10; THENCE N 89° -08' -50" E, 33 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10 TO THE POINT OF

BEGINNING; THENCE CONTINUING N 89° -08' -50" E, 220.00 FEET; THENCE N 00° -00' -00" E, 112.80 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 10 TO A POINT DISTANT 9.00 FEET SOUTHWESTERLY, MEASURED RADially FROM THE CENTERLINE OF A SPUR TRACK OF THE C. M. ST. P. & P. R.R. COMPANY AS SAID SPUR TRACK IS PRESENTLY LOCATED; THENCE N 39° -49' -10" W, 22.12 FEET, CHORD MEASUREMENT, ALONG AN IRREGULAR CURVE, PARALLEL WITH AND 9.00 FEET DISTANT SOUTHWESTERLY, MEASURED RADially FROM SAID SPUR TRACK CENTERLINE TO A POINT 260.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 10; THENCE S 89° -08' -50" W, 218.08 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10 TO A POINT ON THE EASTERLY LINE OF SOUTH FEDERAL AVENUE IN THE CITY OF MASON CITY, IOWA; THENCE S 13° -27' -10" E, 10.25 FEET ALONG SAID EASTERLY LINE OF SOUTH FEDERAL AVENUE TO A POINT 250.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 10; THENCE N 89° -08' -50" E, 10.00 FEET PARALLEL WITH THE SOUTH LINE OF SAID SECTION 10; THENCE S 00° -00' -00" W, 120.00 FEET PARALLEL WITH THE WEST LINE OF SAID SECTION 10 AND ALONG SAID EASTERLY LINE OF SOUTH FEDERAL AVENUE TO THE POINT OF BEGINNING

Exhibit 3: A parcel of land described in Book 1998 and Page 10206 of the Cerro Gordo County, Iowa Records Office (County Parcel Number 071036000300).

THE SOUTH 97 FEET OF THE EAST 37 1/8 FEET OF LOT FIVE (5), THE SOUTH 97 FEET OF LOTS SIX (6) AND SEVEN (7) AND THE SOUTH 97 FEET OF THE WEST 42 5/8 FEET OF LOT EIGHT (8), ALL IN BLOCK FOURTEEN (14) IN THE PLAT OF SOUTH MASON CITY, IOWA; ALSO ALL EXCEPT THE SOUTH 4 FEET OF THAT PART OF THE 33 FOOT STREET KNOWN AS ELEVENTH STREET S.E., MASON CITY, IOWA, LYING SOUTH OF AND ADJOINING THE FOLLOWING: THE SOUTH 97 FEET OF THE EAST 37 1/8 FEET OF LOT FIVE (5), THE SOUTH 97 FEET OF LOTS SIX (6) AND SEVEN (7), AND THE SOUTH 97 FEET OF THE WEST 42 5/8 FEET OF LOT EIGHT (8), ALL IN BLOCK FOURTEEN (14) IN THE PLAT OF SOUTH MASON CITY, IOWA TO THE SOUTHEAST CORNER OF SAID PARCEL.

West Downtown Area

Beginning at the intersection of the North Right of Way line of Fifth Street Northwest and the East Right of Way line of North Washington Avenue, which point is also the Southwest corner of Lot Seven, Block Forty-Two of Paul Felts Plat of Mason City, Iowa,

Thence South along the East Right of way line of North Washington Avenue to its intersection with the North Right of Way line of West State Street,

Thence West along the North Right of Way line of West State Street to its intersection with the East Right of Way line of South Monroe Avenue,

Thence South along the East Right of Way line of South Monroe Avenue to its intersection with the South Right of Way line of First Street Southwest,

Thence West along the South Right of Way line of First Street Southwest to its intersection with the West Right of Way line of the Union Pacific Railroad,

Thence Northerly along the West Right of Way line of the Union Pacific Railroad to its intersection with the South Right of Way line of First Street Northwest,

Thence West along the South Right of Way line of First Street Northwest to its intersection with the West Right of Way line of North Jackson Avenue,

Thence North along the West Right of Way line of North Jackson Avenue to the Northeast corner of Lot Nine, Block Nine, Parkers Sixth Addition to Mason City, Iowa,

Thence East from the Northeast corner of Lot Nine, Block Nine, Parkers Sixth Addition to Mason City, Iowa to the Northwest corner of Lot Nine, Block Ten, Parkers Sixth Addition to Mason City, Iowa,

Thence East along the North line of Lot Nine, Block Ten, Parkers Sixth Addition to Mason City, Iowa to the Northeast corner of Lot Nine, Block Ten, Parkers Sixth Addition to Mason City, Iowa, which point is also along the West Right of Way line of the Union Pacific Railroad,

Thence Northerly along the West Right of Way line of the Union Pacific Railroad to its intersection with the South line of the Northwest Quarter of Section Four (4), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M.,

Thence East along the South line of the Northwest Quarter of Section Four (4), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., to the Southeast corner of the Northwest Quarter of Section Four (4), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., and continuing East along the South line of the Northeast Quarter of Section Four (4), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., to its intersection with the East Right of Way line of the Union Pacific Railroad,

Thence Southerly along the East Right of Way line of the Union Pacific Railroad to its intersection with the North line of the vacated East-West alley in Block Nine of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa,

Thence East along the North line of the vacated East-West alley in Block Nine of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa, and continuing East along the North line of the East-West alley of Block Nine of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa to its intersection with the East line of the North-South alley in Block Nine of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa,

Thence South along the East line of the North-South alley in Block Nine of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa to its intersection with the North Right of Way line of Eighth Street Northwest, which point is also the Southwest corner of Lot Eight in Block Nine of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa,

Thence East along the South line of Lot Eight in Block Nine of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa to its intersection with a line extending North from the Northeast corner of Lot Three of Block Ten of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa,

Thence South from the South line of Lot Eight in Block Nine of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa to the Northeast corner of Lot Three, Block Ten of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa,

Thence South along the East line of Lot Three, Block Ten of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa to the Southeast corner of said lot,

Thence South across the vacated East-West alley of Block Ten of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa to the Northeast corner of Lot Six, Block Ten of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa,

Thence South along the East line of Lot Six, Block Ten of Parkers Third Addition Plat of Blocks Nine, Ten, and Fifteen to Mason City, Iowa to the North Right of Way line of Seventh Street Northwest,

Thence East along the North Right of Way line of Seventh Street Northwest to its intersection with the East Right of Way line of North Monroe Avenue,

Thence South along the East Right of Way line of North Monroe Avenue to its intersection with the North Right of Way line of Fifth Street Northwest,

Thence East along the North Right of Way line of Fifth Street Northwest to the Point of Beginning.

Area to Be Removed:

Exclusion of a Portion of Rolling Acres, McKiness Subdivision, and Frederick Hanford Park

Beginning at the Northwest corner of Lot One in Block Nine of Rolling Acres Fourth Addition to Mason City, Iowa,

Thence East along the North Line of Lot One in Block Nine of Rolling Acres Fourth Addition to Mason City, Iowa to the Northeast corner of said Lot which point is also along the West Right of Way line of South Monroe Avenue,

Thence East from the Northeast corner of Lot One in Block Nine of Rolling Acres Fourth Addition to Mason City, Iowa to the East line of the West Half of Section Sixteen (16), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M.,

Thence South along the East line of the West Half of Section Sixteen (16), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. to its intersection with the South line of Section Sixteen (16), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M.,

Thence West along the South line of Section Sixteen (16), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. to the Southeast corner of a parcel of land described as the West 10 Acres of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M.,

Thence North along the East line of a parcel of land described as the West 10 Acres of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. to the Northeast corner of said parcel,

Thence North along the East line of a parcel of land described as the South 510 Feet of the West 10 Acres of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. to the Southwest corner of a parcel of land described in Exhibit One,

Thence East along the South line of a parcel of land described in Exhibit One to the Southeast corner of said parcel of land which point is also along the West line of Rolling Acres Third Addition to Mason City, Iowa,

Thence North along the West line of Rolling Acres Third Addition to Mason City, Iowa and continuing North along the West line of Rolling Acres Fourth Addition to Mason City, Iowa to the Point of Beginning.

Exhibit 1: County Parcel Number 0716326003

The East 30 Acres of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16) in Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., Except the East 141 Feet Therof, and Except the South 289 Feet Therof, and Except that part conveyed to the State of Iowa in deeds recorded in land deed record 121 page 288 and land deed record 121 page 289, subject to all easements of record.

and

South Row Additions

Part 1: Monroe – 15th SW ROW

That portion of the South Monroe Avenue right of way lying between the South right-of-way line of the east-west travelled rail line of the Canadian Pacific Railway and the Northeast right-of-way line of the Northwest-Southeast travelled rail line of the Canadian Pacific Railway in the Southwest Quarter of the Southeast Quarter of Section Nine (9), and the Northeast Quarter of Section Sixteen (16) Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M.,

Including also that portion of the 15th Street SW right-of-way lying between its intersection with the West side of the South Federal Avenue right-of-way and the East line of the South Monroe Avenue right-of-way.

Part 2: Plaza Mexico – Delaware ROW

All portions of the right-of-way of South Delaware Avenue lying between the North line of the 13th Street SE right-of-way line and the South line of the 18th Street SE right-of-way line,

Including all portions of the right-of-way of 18th Street SE lying between the East right-of-way line of South Federal Avenue and the East right-of-way line of South Delaware Avenue,

Including also that parcel described as Lots 9 through 12, Block 28, College Addition to Mason City, Iowa,

Including also the following described property: Beginning at the Southeast corner of Lot 9, Block 28, College Addition to Mason City, Iowa to the South Right of Way line of 19th Street SW,

Thence West along the South right-of-way line of 19th Street SW to its intersection with the East right-of-way line of South Federal Avenue, Thence north to the intersection of the East Right of Way line of South Federal Avenue and the Southwest corner of Lot 12, Block 28, College Addition to Mason City, Iowa, which point is also on the South line of Block 28 of said College Addition to Mason City, Iowa,

Thence East along the South line of said Block 28 to the Point of Beginning.

Part 3: South Pennsylvania Avenue ROW

That portion of the right-of-way of South Pennsylvania Avenue lying between the South right-of-way line of 6th Street SE and the North right-of-way line of the Canadian Pacific Railway in the Southwest Quarter of Section Ten (10), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M.

WEST OF SOUTH FEDERAL AVENUE ADDITION

Beginning at the point of intersection of the West Right of Way line of South Federal Avenue and the Southwest Right of Way line of the Union Pacific Railroad in the East half of the East Half of Section Sixteen (16), Township Ninety-Six (96) North, Range Twenty (20), West of the 5th P.M., all in Mason City, Iowa,

Thence South along the West Right of Way line of South Federal Avenue to its intersection with the South line of the North 830.5 feet of the East Half of Section Twenty-One (21), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M.,

Thence West along the South line of the North 830.5 feet of the East Half of Section Twenty-One (21), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., to the West Right of Way line of South Washington Avenue,

Thence North along the West Right of Way line of South Washington Avenue to its intersection with the North Right of Way line of 27th Street Southwest,

Thence East along the North Right of Way line of 27th Street Southwest to the Southwest corner of Lot 468 of Midland Heights Addition to Mason City, Iowa,

Thence North from the Southwest corner of Lot 468 of Midland Heights Addition to Mason City, Iowa to the Northwest corner of Lot 5 of Midland Heights Addition to Mason City, Iowa, which point is also along the South Right of Way line of 23rd Street Southwest,

Thence West along the South Right of Way line of 23rd Street Southwest to its intersection with the projected East line of Rolling Acres Addition to Mason City, Iowa,

Thence North from the South Right of Way line of 23rd Street Southwest to the Southeast corner of Rolling Acres Addition to Mason City, Iowa,

Thence North along the East line of Rolling Acres Addition to Mason City, Iowa to its intersection with the Southwest Right of Way line of the Union Pacific Railroad,

Thence southeasterly along the Southwest Right of Way line of the Union Pacific Railroad to the point of beginning.

12TH STREET NW AND CASEY'S ADDITION

12th Street NW and Casey's

That parcel of land described in Exhibit 1 and also known as Parcel Number 070542600300;

Including also that portion of the right-of-way of North Pierce Avenue adjacent to the parcel of land described in Exhibit 1;

Including also all portions of the right-of-way of 12th Street NW lying between its intersection with the west right-of-way line of the Union Pacific Railroad and its intersection with the west right of way line of North Benjamin Avenue.

Exhibit 1

Part of the Southeast $\frac{1}{4}$ of Section 5, Township 96 North, Range 20 West, of the 5th P.M., Cerro Gordo County, Iowa, more particularly described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 5

THENCE South 89 degrees 31 minutes 14 seconds West, along the North line of said Southeast $\frac{1}{4}$ a distance of 33.00 feet;

THENCE South 00 degrees 00 minutes 00 seconds East a distance of 45.00 feet to the Point of Beginning, said point also being on the South Right of Way line of 12th Street NW and on the West Right of Way line of Pierce avenue:

THENCE South 00 degrees 00 minutes 00 seconds East, along said West Right of Way line of Pierce Avenue, a distance of 200.00 feet;

THENCE South 89 degrees 31 minutes 14 seconds West a distance of 200.00 feet;

THENCE North 00 degrees 00 minutes 00 seconds East a distance of 200.00 feet to a point on said South Right of Way line of 12th Street NW;

THENCE North 89 degrees 31 minutes 14 seconds East, along said South Right of Way line of 12th Street NW, a distance of 200.00 feet to the Point of Beginning, containing 40,000 sq. ft more or less.

Area removed by Amendment No. 3 to Mason City Unified Urban Renewal Plan:

Beginning at the Southwest corner of Lot Eleven (11), Block Thirty-Five (35), Railroad Addition to Mason City, Iowa, all in Section Three (3), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M. (Said point also being along the East Right of Way line of North Pennsylvania Avenue),

Thence South along the East Right of Way line of North Pennsylvania Avenue to its intersection with the North Right of Way line of First Street Northeast,

Thence East along the North Right of Way line of First Street Northeast to its intersection with the East Right of Way line of North Georgia Avenue,

Thence South along the East Right of Way line of North Georgia Avenue and continuing South along the East Right of Way line of South Georgia Avenue to its projected intersection with the South Right of Way line of Second Street Southeast,

Thence West along the South Right of Way line of Second Street Southeast to its intersection with the East Right of Way line of South Pennsylvania Avenue,

Thence Southerly along the Easterly Right of Way line of South Pennsylvania Avenue to the Northwest corner of Lot Five (5), M. M. Burns Addition to Mason City, Iowa,

Thence West across the Right of Way of South Pennsylvania Avenue from the Northwest corner of Lot Five (5), M. M. Burns Addition to Mason City, Iowa to the Northeast corner of Lot 20, M. M. Burns Addition to Mason City, Iowa (replatted as Charles D. Wilson's Replat),

Thence West along the North line of Lot 20, M. M. Burns Addition to Mason City, Iowa (replatted as Charles D. Wilson's Replat), to the Northwest corner of said parcel,

Thence South from the Northwest corner of Lot 20, M. M. Burns Addition to Mason City, Iowa (replatted as Charles D. Wilson's Replat), to the Southwesterly corner of Lot 1 in Auditor's Replat of Lots 14-15-16-17 M. M. Burns Addition to Mason City, Iowa,

Thence Easterly along the Southerly line of Lot 1 in Auditor's Replat of Lots 14-15-16-17 M. M. Burns Addition to Mason City, Iowa, to the Southeastern corner of said Parcel, which point is also on the west Right of Way line of South Pennsylvania Avenue;

Thence Southeasterly along the West Right of Way line of South Pennsylvania Avenue from the Southeastern corner of Lot 1 in Auditor's Replat of Lots 14-15-16-17 M. M. Burns Addition to Mason City, Iowa, to its intersection with the North Right of Way line of Fifth Street Southeast,

Thence West along the North Right of Way line of Fifth Street Southeast to its intersection with the East Right of Way line of South Federal Avenue,

Thence North along the East Right of Way line of South Federal Avenue to its intersection with the projected South Right of Way line of Fourth Street Southwest,

Thence West across the Right of Way of South Federal Avenue from the projected intersection of the South Right of Way line of Fourth Street Southwest and the East Right of Way line of South Federal Avenue to the Northeasterly corner of Parcel 070942701000, described as follows,

N 7.5" L 18 & ALL L'S 19 & 20 BLK 17 EXC BEG AT NE COR L 20 S ON E LINE BLK 17 47.28' TO PT 7.5" S N LINE L 18 TH N 17°17" W 20.2' TO PT 6' W E LINE BLK 17 TH N 38°09" W 35.6' TO PT ON N LINE L 20 & 28' W NE COR L 20 TH E 28' TO POB BLK 17 S MASON CITY

which point is also along the South Right of Way line of Fourth Street Southwest,

Thence West along the South Right of Way line of Fourth Street Southwest to the Northeast corner of Lot One (1), Block Thirty (30), South Mason City,

Thence North across the Right of Way of Fourth Street Southwest from the Northeast corner of Lot One (1), Block Thirty (30), South Mason City to the Southeasterly corner of Parcel 070928300100, described as follows,

L'S 37-38 & PART L'S 35-36 LYG WLY WASHINGTON AVE & ELY 1/2 VAC ADAMS STR ADJ TO L 38 BLK D PAUL FELTS PLAT & S 17' VAC 3RD SW EXT ELY TO W LINE WASHINGTON AVE

which point is also along the Westerly Right of Way line of the Westerly fork of South Washington Avenue,

Thence Northerly along the Westerly Right of Way line of the Westerly fork of South Washington Avenue and continuing Northerly along the Westerly Right of Way line of South Washington Avenue to its intersection with the South Right of Way line of Second Street Southwest,

Thence West along the South Right of Way line of Second Street Southwest to its intersection with the projected West Right of Way line of South Adams Avenue,

Thence North across the Right of Way of Second Street Southwest from the intersection of the projected West Right of Way line of South Adams Avenue and the South Right of Way line of Second Street Southwest to the Southeast corner of Lot Eight (8), Block Twenty (20), Paul Felts Plat of Mason City, Iowa, which point is also along the West Right of Way line of South Adams Avenue

Thence North along the West Right of Way line of South Adams Avenue and continuing North along the West Right of Way line of North Adams Avenue to its intersection with the North Right of Way line of Third Street Northwest,

Thence East along the North Right of Way line of Third Street Northwest to the Southeast corner of Lot Seven (7), Block Three (3), Paul Felts Plat of Mason City, Iowa,

Thence North from the Southeast corner of Lot Seven (7), Block Three (3), Paul Felts Plat of Mason City, Iowa to the Southeast corner of Lot Nine (9), Block Forty-Four (44), H. G. Parkers Second Addition to Mason City, Iowa,

Thence East from the Southeast corner of Lot Nine (9), Block Forty-Four (44), H. G. Parkers Second Addition to Mason City, Iowa to the Southeast corner of Lot Eight (8), Block Forty-Four (44), Paul Felts Plat of Mason City, Iowa,

Thence North from the Southeast corner of Lot Eight (8), Block Forty-Four (44), Paul Felts Plat of Mason City, Iowa to the Northeast corner of Lot One (1), Block Forty Four (44), Paul Felts Plat of Mason City, Iowa,

Thence East from the Northeast corner of Lot One (1), Block Forty Four (44), Paul Felts Plat of Mason City, Iowa, to the Northeast corner of Lot Two (2), Block Forth-Three (43), Paul Felts Plat of Mason City, Iowa,

Thence North from the Northeast corner of Lot Two (2), Block Forth-Three (43), Paul Felts Plat of Mason City, Iowa, to the Southeast corner of Lot Seven (7), Block Forty-Two (42), Paul Felts Plat of Mason City, Iowa,

Thence North from the Southeast corner of Lot Seven (7), Block Forty-Two (42) of Paul Felts Plat of Mason City, Iowa to the Northeast corner of Lot Two (2), Block Forty-Two (42), Paul Felts Plat of Mason City, Iowa,

Thence North across the Right of Way of Sixth Street Northwest from the Northeast corner of Lot Two (2), Block Forty-Two (42), Paul Felts Plat of Mason City, Iowa to the intersection of the projected West Right of Way line of North Enterprise Alley and the North Right of Way line of Sixth Street Northwest,

Thence East along the North Right of Way line of Sixth Street Northwest and continuing East along the North Right of Way line of Sixth Street Northeast to its intersection with a line projected North from the Northeast corner of Lot Five (5), Block Forty-One (41), Railroad Addition to Mason City, Iowa,

Thence South across the Right of Way of Sixth Street Northeast from the intersection of a line projected North from the Northeast corner of Lot Five (5), Block Forty-One (41), Railroad Addition to Mason City, Iowa and the North Right of Way line of Sixth Street Northeast to the Northeast corner of Lot Five (5), Block Forty-One (41), Railroad Addition to Mason City, Iowa,

Thence South along the East line of Lot Five (5), Block Forty-One (41), Railroad Addition to Mason City, Iowa to the Southeast corner of said Lot, which point is

also along the North Right of Way line of the East-West alley, Block Forty-One (41), Railroad addition to Mason City, Iowa,

Thence East along the North Right of Way line of the East-West alley, Block Forty-One (41), Railroad addition to Mason City, Iowa, to its projected intersection with the East Right of Way line of North Delaware Avenue, which point is also the Southwest corner of Lot Eleven (11), Block Thirty-Seven (37), Railroad Addition to Mason City, Iowa,

Thence South from the Southwest corner of Lot Eleven (11), Block Thirty-Seven (37), Railroad Addition to Mason City, Iowa to the Southwest corner of Lot Eleven (11), Block Thirty-Eight (38), Railroad Addition to Mason City, Iowa, which point is also along the North Right of Way line of the East-West alley in Block Thirty-Eight (38), Railroad Addition to Mason City, Iowa,

Thence East along the North Right of Way line of the East-West alley in Block Thirty-Eight (38), Railroad Addition to Mason City, Iowa to the Southeast corner of Lot One (1), Block Thirty-Eight (38), Railroad Addition to Mason City, Iowa,

Thence East across the Right of Way of North Pennsylvania Avenue from the Southeast corner of Lot One (1), Block Thirty-Eight (38), Railroad Addition to Mason City, Iowa to the Point of Beginning.

Area added by Amendment No. 4 to Mason City Unified Urban Renewal Plan:

FEDERAL AVENUE:

All of the right-of-way of North Federal Avenue, beginning at the South right-of-way line of East State Street/West State Street, and continuing North along the East and West right-of-way lines of North Federal Avenue to the South right-of-way line of 4th Street Northeast/4th Street Northwest; and

All of that portion of the right-of-way of North Federal Avenue as shown on the Final Plat, Northbridge Subdivision, Mason City Iowa, as recorded in Book 2003, Page 7197, Cerro Gordo County, Iowa; and

The lot described in the survey recorded as Book 2004, Page 9314 in Cerro Gordo County, Iowa, which is used as right-of-way for North Federal Avenue just South of Southbound US 65; and

All of that portion of the right-of-way of South Federal Avenue, beginning from the Northeast corner of Parcel No. 070927800800, which point is on the South right-of-way line of East State Street/West State Street; thence South along the West right-of-way line of South Federal Avenue to the north line of Parcel No. 070928102400; thence East along the north line of Parcel No. 070928102400 to the Northwest corner of Parcel No. 071015403000; thence east from said Northwest corner of Parcel No. 071015403000 to its intersection with the East

line of the right-of-way of South Federal Avenue; thence North along the East right of way line to the Northwest corner of Parcel No. 071015103200, which point is on the South right-of-way line of East State Street/West State Street; thence West along said South right-of-way line of East State Street/ West State Street to the point of beginning.

NORTHBRIDGE STREETS

All of the right of way of 4th Street Northwest, between the West right-of-way line of North Washington Avenue/US 65 Southbound to the West right-of-way line of North Federal Avenue; and

All of the right-of-way of 4th Street Northeast, from the East right-of-way line of North Federal Avenue to the East right-of-way line of North Delaware Avenue/US 65 Northbound; and

All of the right-of-way of North Delaware Avenue, 5th Street Northeast and North Federal Avenue comprising the Northbound lanes of US Highway 65, between the North right-of-way line of 4th Street Northeast to the North right of way line of 6th Street Northeast/6th Street Northwest; and

All of the right-of-way of North Washington Avenue, 5th Street Northwest and North Federal Avenue comprising the southbound lanes of US Highway 65, from the North right-of-way line of 4th Street Northwest to the North right of way line of 6th Street Northwest/6th Street Northeast, including Parcel No. 070448400300.

Area removed by Amendment No. 5 to Mason City Unified Urban Renewal Plan:

Beginning at the Northwest corner of the Northeast quarter of Section Twenty-Seven (27), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., in Cerro Gordo County, Iowa,

Thence South along the West line of the East half of Section Twenty-Seven (27), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., in Cerro Gordo County, Iowa to the South Line of said Section,

Thence West along the South line of Section Twenty-Seven (27), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., in Cerro Gordo County, Iowa, to the Southwest corner of said Section (Said point also being the Southeast corner of Section Twenty-Eight (28), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., in Cerro Gordo County, Iowa),

Thence West along the South line of Section Twenty-Eight (28), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., in Cerro Gordo County, Iowa, to the Southwest corner of said Section (Said point also being the Southeast corner of Section Twenty-Nine (29), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., in Cerro Gordo County, Iowa),

Thence West along the South line of Section Twenty-Nine (29), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., in Cerro Gordo County, Iowa, to the Southwest corner of the Southeast Quarter of Section Twenty-Nine (29), Township Ninety-Six (96) North, Range Twenty (20) West of the 5th P.M., in Cerro Gordo County, Iowa (Said point also being along the East Right of Way line of the Union Pacific Railroad in said Section Twenty-Nine (29)),

Thence Northerly along the Easterly Right of Way line of the Union Pacific Railroad to the Southwest corner of Parcel 072040001600,

Thence East along the South line of Parcel 072040001600, which line is also the North right-of-way line of 43rd Street SW, to the Southwest corner of Parcel 072040000400,

Thence North from the Southwest corner of Parcel 072040000400 to the Northwest corner of said parcel,

Thence North from the Northwest corner of Parcel 072040000400 to the Northwest corner of Parcel 072040000500,

Thence East from the Northwest corner of Parcel 072040000500 to the Northeast corner of Parcel 072040000500, said point also located on the West line of Parcel 072040001000,

Thence South from the Northeast corner of Parcel 072040000500 to the Southwest corner of Parcel 072040000800,

Thence East from the Southwest corner of Parcel 072040000800 to the Southeast corner of said Parcel,

Thence North from the Southeast corner of Parcel 072040000800 to the intersection of the East line of Parcel 072040001000 and the projected North line of Parcel 072130000100

Thence East from the intersection of the East line of Parcel 072040001000 and the projected North line of Parcel 072130000100 to the Northeast corner of Parcel 072130000300,

Thence South from the Northeast corner of Parcel 072130000300 to the Southwest corner of Parcel 072140000300,

Thence East from the Southwest corner of Parcel 072140000300 to the Southeast corner of said Parcel,

Thence North from the Southeast corner of Parcel 072140000300 to the Northeast corner of said Parcel,

Thence East from the Northeast corner of Parcel 072140000300 to the Northwest corner of Parcel 072140000500,

Thence South from the Northwest corner of Parcel 072140000500 to the Southwest corner of said Parcel,

Thence East from the Southwest corner of Parcel 072140000500 to the Northwest corner of Parcel 072140000800,

Thence South from the Northwest corner of Parcel 072140000800 to the Southwest corner of said Parcel,

Thence East from the Southwest corner of Parcel 072140000800 to the Southeast corner of said parcel, which point is also along the West Right of Way line of South Federal Avenue,

Thence North along the West Right of Way line of South Federal Avenue to the Northeast corner of Parcel 072140000800,

Thence West from the Northeast corner of Parcel 072140000800 to the Southeast corner of Parcel 072140000500, which point is also along the West Right of Way line of South Federal Avenue,

Thence North along the West Right of Way line of South Federal Avenue to its intersection with a line projected West from the Southwest corner of Parcel 072230100500,

Thence East from the intersection of the West Right of Way line of South Federal Avenue and a line projected West from the Southwest corner of Parcel 072230100500 across the Right of Way of South Federal Avenue to the Southwest corner of Parcel 072230100500,

Thence East from the Southwest corner of Parcel 072230100500 to the Southeast corner of said Parcel,

Thence North from the Southeast corner of Parcel 072230100500 along the East line of said Parcel to the Southwesterly corner of Parcel 072230102400,

Thence East from the Southwesterly corner of Parcel 072230102400 along the South line of said Parcel to the Northeast corner of Parcel 072230100600,

Thence South from the Northeast corner of Parcel 072230100600 to the Southeast corner of Parcel 072230100700,

Thence East from the Southeast corner of Parcel 072230100700 to the Northeast corner of Parcel 072235101300,

Thence South from the Northeast corner of Parcel 072235101300 to the Southeast corner of Parcel 072235100600,

Thence East from the Southeast corner of Parcel 072235100600 to the Point of Beginning.

WHEREAS, a proposed Amendment No. 6 to the Mason City Unified Urban Renewal Plan ("Amendment No. 6" or "Amendment") for the Mason City Unified Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to add/update eligible projects within the Urban Renewal Area; and

WHEREAS, this proposed Amendment No. 6 to the Urban Renewal Area adds no new land; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 6 to the Mason City Unified Urban Renewal Plan; and

WHEREAS, by resolution adopted on May 2, 2017, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 6 to the Mason City Unified Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 6 to the Mason City Unified Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Development Services Director, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 6 to the Mason City Unified Urban Renewal Plan for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Mason City Globe Gazette, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 6 to the Mason City Unified Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF MASON CITY, STATE OF IOWA:

Section 1. That the findings and conclusions set forth or contained in Amendment No. 6 concerning the area of the City of Mason City, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Mason City Unified Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 6 to the Mason City Unified Urban Renewal Plan conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Mason City Unified Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Mason City Unified Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403 of the Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 6 to the Mason City Unified Urban Renewal Plan of the City of Mason City, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 6 to the Mason

City Unified Urban Renewal Plan for the City of Mason City, State of Iowa"; Amendment No. 6 to the Mason City Unified Urban Renewal Plan of the City of Mason City, State of Iowa, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 6 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 6 to the Mason City Unified Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 6 to the Mason City Unified Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Cerro Gordo County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 6, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 6th day of June, 2017.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE AMENDMENT
LABELED AS EXHIBIT 1 HERE

AMENDMENT NO. 6

to

**MASON CITY UNIFIED
URBAN RENEWAL PLAN**

CITY OF MASON CITY, IOWA

June ____, 2017

Mason City Unified Urban Renewal Plan

2001 Amendment No. 1--Community Growth Urban Renewal (Area #1)
2001 Amendment No. 2--South Federal/Gateway Urban Renewal Area (Area #2)
2001 Amendment No. 3--South Eisenhower Urban Renewal Area (Area #3)
2001 Amendment No. 4--Westside Urban Renewal Area (Area #4)
2002 Industrial Urban Renewal Area
2003 Amendment No. 5 to South Federal/Gateway Urban Renewal Area (Area #2)
2012 Amendment No. 6 to Westside Urban Renewal Area (Area #4)
Amendment No. 1 to the Mason City Unified Urban Renewal Plan (2012)
Amendment No. 2 to the Mason City Unified Urban Renewal Plan (2013)
Amendment No. 3 to the Mason City Unified Urban Renewal Plan (2015)
Amendment No. 4 to the Mason City Unified Urban Renewal Plan (2015)
Amendment No. 5 to the Mason City Unified Urban Renewal Plan (2016)
Amendment No. 6 to the Mason City Unified Urban Renewal Plan (2017)

**AMENDMENT NO. 6
TO THE
MASON CITY UNIFIED URBAN RENEWAL PLAN
FOR THE MASON CITY UNIFIED URBAN RENEWAL AREA**

CITY OF MASON CITY, IOWA

The Mason City Unified Urban Renewal Plan ("Plan") for the Mason City Unified Urban Renewal Area ("Area" or "Urban Renewal Area"), unifying certain of the City's existing urban renewal areas into a single area in 2012, is being further amended to add and/or confirm the list of proposed projects to be undertaken within the Urban Renewal Area by this Amendment No. 6 ("Amendment No. 6" or "Amendment"). No land is being added to the Area by this Amendment.

The original area and each amendment area are referred to as Subareas in this Amendment. The Subareas make up the Urban Renewal Area. The "base valuation" of the original area and each of the amendment areas will remain unchanged by this Amendment.

Except as modified by this Amendment, the provisions of the original Unified Urban Renewal Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment shall control.

DESCRIPTION OF THE URBAN RENEWAL AREA

A map of the Urban Renewal Area, as amended, is attached hereto as Exhibit A. There are no changes proposed to the boundaries of the Urban Renewal Area by this Amendment.

AREA DESIGNATION

The Urban Renewal Area currently is designated as appropriate for the promotion of new commercial and industrial development and redevelopment. This Amendment No. 6 continues that same designation.

DEVELOPMENT PLAN/ZONING

The City has a general plan for the physical development of the City as a whole outlined in the City's Comprehensive Land Use Plan adopted in 2006. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the City's Comprehensive Land Use Plan.

This Urban Renewal Plan does not in any way replace or modify the City's current land use planning or zoning regulation process.

Any urban renewal projects related to the need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area are set forth in this Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

PROJECT AREA OBJECTIVES

No changes are made by this Amendment.

TYPES OF RENEWAL ACTIVITIES

No changes are made by this Amendment.

PREVIOUSLY AUTHORIZED URBAN RENEWAL PROJECTS

The following Urban Renewal Projects were authorized prior to this Amendment and are continuing. Such Projects include:

1. *Low and Moderate Income Residential Development:* The City has proposed an urban renewal project which involves the “deconversion” of rental properties and preservation of owner-occupied homes in targeted older neighborhoods within the City. The City finds that the conversion of homes originally built as owner-occupied single family and then converted into one or more rental units leads to a diminution in property values and instability in neighborhoods. In addition to public improvements within these neighborhoods, the City intends to provide forgivable loans for rehabilitation of qualified units in the targeted neighborhoods.

The Project is anticipated to cost approximately \$500,000 (with a maximum of \$40,000 per project in the form of forgivable loans that are anticipated to be repaid if the owner sells the home within 7 years). Additional funding (likely less than \$10,000) may also be necessary to create the homeownership class, find good applicants for the pilot program and pay for initial administrative costs. Money from loans that are paid back will be credited back to the special fund and used solely for the purposes specified by Iowa Code § 403.19.

Amendment No. 6 Update: The City has purchased a home that has been rehabilitated through this program. The purchase cost of the home is \$42,500, and rehabilitation costs have been approximately \$50,155. The original purchase price and all rehabilitation costs over \$40,000 will be reimbursed through sale to a qualified buyer, whereas \$40,000 of the total costs will be forgiven if the buyer owns and maintains the home as a single family, owner-occupied dwelling for at least seven (7) years. Assuming sale in 2017, this program will have expended \$40,000 in seven years (2023). This program will not be continued, and as of this Amendment No. 6, it is considered completed.

ELIGIBLE URBAN RENEWAL PROJECT(S) (Amendment No. 6)

Although certain project activities may occur over a period of years, in addition to the projects previously proposed in the Plan, as previously amended, the Eligible Urban Renewal Projects under this Amendment include:

1. Tax Rebate or other Development Agreements

- A. *Cargill Kitchen Solutions, Inc. (or a related entity)*: The proposed project is expected to involve a building expansion, addition of one or more new product lines, and hiring approximately forty (40) new full time equivalent employees. Construction on the project is expected to occur in 2017-2019. It is estimated that their capital investment will be approximately \$9,000,000. The City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. It is further expected that the City will provide incentives in the form of incremental tax rebates not to exceed \$210,000 of the incremental property taxes generated by the increased assessed value of the new expansion. All incentives will be subject to the terms and conditions of a development agreement between the City and the developer. These rebates will not be general obligations of the City, but will be payable solely from the incremental taxes generated by the project.
- B. *Corridor Revitalization Loan Program*: Tax increment financing funds are proposed to be used for forgivable loans to property owners within the Urban Renewal Area on the older highway commercial corridors, for improvements to property that increase real property value and improve aesthetics. Such funds will not be used for non-low and moderate income individuals. Loans must be matched 100 percent by funds from other sources. If the owner maintains the improvements and keeps ownership for seven (7) years, the loan is forgiven. This program is authorized under the City Capital Improvement Plan through Fiscal Year 2021. It is further expected that the City will provide incentives not to exceed \$900,000 for this project.
- C. *Development Agreements*: The City expects to consider requests for Development Agreements for projects that are consistent with this Plan, in the City's sole discretion. Such Agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such Development Agreements will not exceed \$1,500,000.

2. Planning, engineering fees, costs and attorney fees to support urban renewal projects

Project	Date	Estimated cost
Fees and costs	Undetermined	Not to exceed \$75,000

FINANCIAL DATA

1.	July 1, 2016 constitutional debt limit:	\$83,345,118
2.	Current outstanding general obligation debt:	\$24,495,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment No. 6) has not yet been determined. This document is for planning purposes only. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects as described above will be approximately as stated in the next column:	\$2,685,000 This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

PROPERTY ACQUISITION/DISPOSITION

The City will follow any applicable requirements for the acquisition and disposition of property.

URBAN RENEWAL PLAN AMENDMENTS

The Mason City Unified Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, adding or deleting land, adding urban renewal projects, or to modify goals or types of renewal activities.

The City Council may amend this Plan in accordance with applicable state law.

EFFECTIVE PERIOD

This Urban Renewal Plan Amendment No. 6 will become effective upon its adoption by the City Council. The Urban Renewal Plan shall remain in effect until terminated by the City Council, and the use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the Code of Iowa, will be consistent with Chapter 403 of the Iowa Code. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, ordinance or document, the division of revenues shall continue on the Area, including subareas, for the maximum period allowed by law.

REPEALER

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

SEVERABILITY CLAUSE

If any part of the Amendment is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole or the previous amendments to the Plan, or any part of the Plan not determined to be invalid or unconstitutional.

URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Areas. These include:

A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements or economic development incentives associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. Certain increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

B. General Obligation Bonds

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area or incentives for development consistent with this plan. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with urban renewal projects for commercial or industrial development or other Urban Renewal projects. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of making loans or grants of public funds to private businesses located in the Area for urban renewal projects. Alternatively, the City may determine to use available funds for making such loans or grants for urban renewal projects. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

PROPERTY ACQUISITION/DISPOSITION

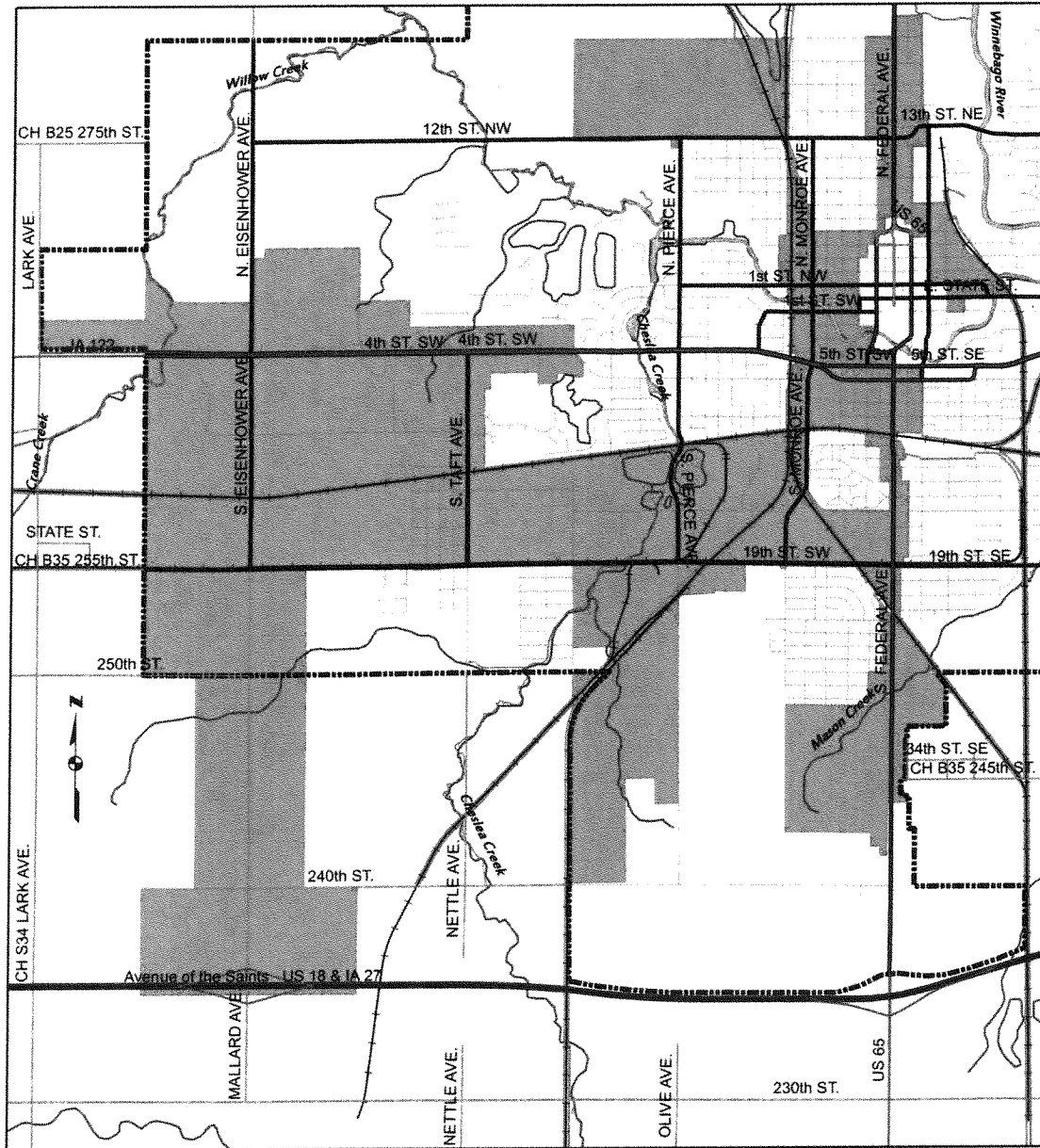
Notwithstanding prior plan provisions, the City will follow any and all applicable requirements for the acquisition and disposition of property upon terms and conditions in the discretion of the City Council.

Notwithstanding prior plan provisions, the City will enter into development agreements and other agreements with developers upon terms and conditions in the discretion of the City Council.

RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

EXHIBIT A **MAP OF UNIFIED URBAN RENEWAL AREA AMENDMENT #6**



MASON CITY UNIFIED URBAN RENEWAL AREA

AMENDMENT #6

Map Date: 03/30/2017

 Mason City Unified Urban Renewal Area

0 1,200 2,400 4,800 7,200 9,600
 Feet

1 inch = 3,500 feet

City of Mason City Fire Department

Memorandum

To: Brent Trout, City Administrator
From: Jamey Medlin, Fire Marshal
Through: Al Dyer, Fire Chief
Date: June 6th, 2017
RE: Ordinance Amendment: Title 10, Chapter 2, Article I. Fire Code (FINAL)

Recommendation:

Staff respectfully recommends approval of the ordinance amending Title 10, Chapter 2, Article I. Fire Code (FINAL).

Review:

The City has adopted the 2009 edition of the International Fire Code (IFC). It has been the City's practice to adopt the edition also adopted by the State of Iowa. Therefore, it would be necessary to amend City Code 10-2I every time the State adopts a new edition of the Code. The proposed amendment to Section 10-2I-1 adds language that states that the City adopts by reference "the most current version adopted by the State of Iowa." The most recent edition of the 2015 IFC was published in May of 2014; the State has adopted this edition. With the State adoption of the IFC 2015 edition, adoption of the proposed amendment would be needed to amend the City Code to allow the City to adopt the new edition, as well.

The proposed changes to Section 10-2I-2 list the necessary amendments to the International Fire Code as published. These amendments delete sections of the IFC that do not apply to the City or list requirements that are handled differently under the City Code.

The proposed changes to Section 10-2I-3 address the current "Open Burning" policies set forth by council and there are limited changes to this section. The change in this section is from daily announcements of burn days to; open burning shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous. Section 10-2I-4 address special inspections and there are no changes to this section.

Budget Impact:

The proposed amendments do not impact the budget.

Council Action Requested:

Staff respectfully requests approval of the ordinance amending Title 10, Chapter 2, Article I. Fire Code (FINAL).

Attachments:

Draft amendments to Title 10, Chapter 2, Article I, Fire Code.

Jamey Medlin
Fire Marshal

Reviewed and Recommend Approval

ORDINANCE NO. 17 -

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF MASON CITY, IOWA, BY REPEALING TITLE 10, CHAPTER 2, BUILDING CODES, ARTICLE I, "FIRE CODE" AND ADOPTING A NEW ARTICLE I IN LIEU THEREOF

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

Section 1: That the City Code of the City of Mason City, Iowa, should be and the same is hereby amended by repealing Title 10, Chapter 2, Building Codes, Article I, "Fire Code" and adopting new Article I in lieu thereof, as follows:

"CHAPTER 2: BUILDING CODES
ARTICLE I. FIRE CODE

10-2I-1: CODE ADOPTED:

10-2I-2: AMENDMENTS TO FIRE CODE:

10-2I-3: OPEN BURNING:

10-2I-4: SPECIAL INSPECTIONS:

10-2I-1: CODE ADOPTED: There is hereby adopted as the fire code of the city, the ~~2009~~ **2015** edition **of the International Fire Code**, or the most current edition of the International Fire Code **adopted by the State of Iowa** including appendix chapters as prepared and edited by the International Code Council, reviewed and/or modified, from time to time, by the chief building official, and the fire chief, which by this reference is duly adopted as fully and completely as if set out in detail herein. An official copy of the international fire code, as hereby adopted, including a certificate by the city clerk as to its adoption and the effective date thereof, is now on file in the office of the city clerk and at the city public library for public inspection. (Ord. 10-11, ~~5-4-2010~~)

10-2I-2: AMENDMENTS TO FIRE CODE:

Section 101.1 Title: (Name of jurisdiction) city of Mason City, Iowa.

Section 108.3 Qualifications: Change to "The board of appeals shall consist of members as defined in section 10-2A-5 of the city code".

Section 109.~~34~~ Violation Penalties: Change to "As defined in **Title 1** chapter 4".

Section 111.4 Failure To Comply: Change to "As defined in **Title 1** chapter 4".

Section 22~~3~~04 shall be and the same is hereby amended by adding:

The provisions of section 22~~3~~04 shall not prohibit the dispensing of class I and class II liquids in the open from a fuel dispensing system supplied by an above ground tank, not to exceed one thousand (1,000) gallons, located at commercial, industrial, government or manufacturing establishments, and intended for fueling vehicles used in connection with their business. Such dispensing may be permitted provided:

1. An inspection of the premises and operations has been made and approval granted by the authority having jurisdiction.
2. The tank is safeguarded against collision, spillage, and overfill, to the satisfaction of the authority having jurisdiction.
3. The tank is listed or approved for such above ground use.
4. The tank complies with requirements for emergency relief venting, and the tank and dispensing system meet the electrical classifications of the code.
5. The tank storage shall comply with NFPA 30 (2007~~13~~) chapter 4.

Section D103 table D103.4 shall read:

TABLE D103.4 REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS		
Length (Feet)	Width (Feet)	Turnarounds Required
0-150	20	None required
151-500	20	120-foot hammerhead, 60-foot "Y", 96-foot diameter cul-de-sac in accordance with figure D103.1 if cul-de-sac contains center island, 90-foot diameter cul-de-sac if cul-de-sac contains no center island
501-750	26	120-foot hammerhead, 60-foot "Y", 96-foot diameter cul-de-sac in accordance with figure D103.1 if cul-de-sac contains center island, 90-foot diameter cul-de-sac if cul-de-sac contains no center island
Over 750	-	Special approval required

(Ord. 10-11, 5-4-2010)

Appendix J and L Delete in "International Fire Code" 2015

10-2I-3: OPEN BURNING:

A. Prohibited; Exceptions: Open burning for the purpose of disposal of material is prohibited except as follows:

1. Notification ~~Of~~ Fire Department:

a. Application; Fees: Application for a variance must be made in writing to the fire department. If a variance is granted, a permit fee of ten dollars (\$10.00) shall cover the costs of assuring compliance. If an ~~on-site~~ **onsite** visit is required for the process of granting a variance, a fifteen dollar (\$15.00) first time fee shall be added to the cost of the permit.

b. Lot Size: Unless authorized by the fire chief, only single-family lots of twenty four thousand (24,000) square feet in size or larger shall be granted a variance of this section.

c. Distance: No variance shall be granted unless the site of burning is two hundred feet (200') or more from any sensitive neighboring structure.

2. Material Restrictions: Only leaves, grass clippings, small twigs and branches produced on the site listed on the permit shall be eligible to be burned. Burning of rubbish and paper products shall be prohibited. Rubber tires shall not be used to ignite landscape waste.

3. Time ~~A~~and Atmospheric Restrictions:

a. The fire chief shall establish periods for burning of yard waste for spring and fall. No burning shall be permitted outside of these periods except with authorization by the fire chief.

b. Unless otherwise authorized by the fire chief, **open** burning shall be only on specific days, between twelve o'clock (12:00) noon to sundown, and under favorable weather conditions; to be announced daily by the fire chief **sundown. Open burning shall be prohibited when atmospheric conditions or local circumstances make such fires hazardous.**

4. Location ~~O~~on Property: Burning shall not take place within fifty feet (50') of a structure; within twenty five feet (25') permissible if the pile size is three feet (3') or less in diameter and two feet (2') or less in height.

5. Containers: No burning shall be done in containers. "Burn barrels", incinerators, etc., are prohibited.

6. Fire Extinguishing Equipment: A garden hose connected to a water supply, or other approved fire extinguishing equipment must be readily available at the burning site.

7. Attendance: All burning material shall be constantly attended by a person who shall take responsibility of the burning.

8. Discontinuance Of Burning: The fire chief, or a designated representative, shall be authorized to order the burning ceased if smoke emissions are a problem.

B. Exemptions: The following shall be permitted unless prohibited:

1. Disaster Rubbish: The open burning of rubbish, including landscape waste, for the duration of the community disaster period in cases where an officially declared emergency condition exists.

2. Trees ~~A~~and Trimmings:

a. The open burning of trees and trimmings not originated on the premises; provided, that the burning site is operated by the city, said burning site being fenced and access controlled, burning is conducted on a regularly scheduled basis and is supervised at all times. Burning is conducted only when weather conditions are favorable with respect to surrounding property, as announced by the fire chief and the burning site is limited to areas at least one-fourth ($\frac{1}{4}$) mile from any inhabited building. Howev-

er, when the open burning of trees and tree trimmings causes air pollution as defined in Iowa Code section 455B.131(3), the city fire department or the Iowa department of natural resources (IDNR) may take appropriate action to secure relocation of the burning operation. Rubber tires shall not be used to ignite trees and tree trimmings.

b. This exemption shall not apply within the area classified as the PM 10 (inhalable) particulate group II area of the city. This group II area is described as follows:

The area in Cerro Gordo County, Iowa, in Lincoln Township including Sections 13, 24, and 25; in Lime Creek Township including Sections 18, 19, 20, 21, 27, 28, 29, 30, 31, 32, 33, 34, and 35; in Mason Township the West one-half (W $\frac{1}{2}$) of Section 1, Sections 2, 3, 4, 5, 8, 9, the North one-half (N $\frac{1}{2}$) of Section 11, the Northwest one-quarter (NW $\frac{1}{4}$) of Section 12, the North one-half (N $\frac{1}{2}$) of Section 16, the North one-half (N $\frac{1}{2}$) of Section 17 and the portions of Sections 10 and 15 north and west of the line from U.S. Highway 122 south on Kentucky Avenue to 9th Street S.E. to the section line between Sections 15 and 16.

3. Flare Stacks: The open burning or flaring of waste gases.

4. Recreational Fires: Open fires for cooking, heating, camping, and recreation using liquefied petroleum gas, natural gas, charcoal or clean untreated wood in excess of one and five-eighths inches ($1\frac{5}{8}$ ") minimum dimension (no building materials) as fuel are permitted, provided that they comply with the adopted fire code.

No recreational fires other than those for the purpose of cooking shall be permitted after twelve o'clock (12:00) midnight or before twelve o'clock (12:00) noon.

If smoke emissions from a recreational fire cause a problem, the fire shall be extinguished by order of the fire chief or his designee.

5. Ceremonial Fires: Fires for the purpose of celebration by schools, churches and other organizations may be permitted by the fire chief or his designee.

6. Training Fires: Fires set for the purpose of bona fide training by fire department personnel in fire-fighting methods; provided, that the executive director of the IDNR receives notice in writing at least one week before such action commences. All asphalt roofing and asbestos containing materials shall be removed prior to the training fire.

7. Agricultural Burns: Prescribed burning of weeds and natural prairie may be permitted by the fire chief or his designee.

8. Agricultural Land Use: Existing farmsteads that have been annexed into Mason City and are still zoned agricultural shall be exempt from city ordinances on open burning except that if in the event smoke emissions were to cause a problem, the fire shall be extinguished by order of the fire chief or his designee.

C. Penalties: Penalties for violations of this section shall be as permitted in this code; repeat violators shall be subject to revocation of their burning permits. (Ord. 04-9, 2-17-2004)

10-2I-4: SPECIAL INSPECTIONS:

A. A fee of twenty five dollars (\$25.00) will be charged to cover costs of inspections that are conducted outside of the regular fire inspector's route and that require reports to other agencies as set out herein; but not limited to the following: state fire marshal, state department of health, department of human services, city council, etc.

B. A fee of twenty five dollars (\$25.00) will be charged for fire extinguisher classes conducted by the fire department.

C. Regular fire inspections shall be provided free of charge. Upon the first visit, the occupant will be given a courtesy letter explaining the benefits of said inspection and will state that a reinspection will also be provided after a reasonable date at no cost. The third and any additional inspections required will be twenty five dollars (\$25.00). (Ord. 04-9, 2-17-2004)

Section 2: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3: If any section, provision, or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole, or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section 4: This ordinance shall be in full force and effect upon its final passage, approval and publication as required by law.

PASSED AND APPROVED this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

1st Consideration: May 2, 2017
2nd Consideration: May 16, 2017
3rd Consideration: June 6, 2017

City of Mason City Development Services Department

Memorandum

To: Brent Trout, City Administrator
From: Curt Sauve, Chief Building Official
Through: Steven J. Van Steenhuyse, Director of Development Services 
Date: May 30, 2017
RE: Ordinance Amendment: Title 10, Chapter 2, Article A. Building Code (FINAL)

Recommendation:

Staff respectfully recommends approval of the ordinance amending Title 10-2A-1, Building Code (FINAL).

Review:

The city has adopted by reference the 2009 edition of the International Building Code. It has been the City's practice to adopt the code also adopted by the State of Iowa. Therefore it would be necessary to amend City Code 10-2A every time the State adopts a new edition of the code. The proposed amendment to Section 10-2A-1 adds language that states that the City adopts by reference "the most current version adopted by the State of Iowa". The most recent edition of the IBC was published in 2015; the state has adopted this edition. Adoption of the proposed amendment negates the need to amend the City Code to allow the City to adopt the new edition as well.

The proposed changes to 10-2A-2 list the necessary amendments to the IBC that do not apply to the City or list requirements that are handled differently under the City Code.

Budget Impact:

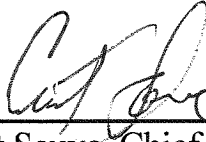
The proposed amendments do not impact the budget.

Council Action Requested:

Staff respectfully requests approval of the ordinance amending Title 10-2A Building Code (FINAL).

Attachments:

Draft amendments to Title 10-2A.



Curt Sauve, Chief Building Official



Reviewed and Recommend Approval

ORDINANCE NO. 17 -

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF MASON CITY, IOWA, BY REPEALING TITLE 10, CHAPTER 2, "BUILDING CODES", ARTICLE A. BUILDING CODES, SECTION 1, 2, AND 3 IN THEIR ENTIRETY AND ADOPTING NEW SECTIONS 1 AND 2 IN LIEU THEREOF

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

Section 1: That the City Code of the City of Mason City, Iowa, should be and the same is hereby amended by repealing Title 10, Chapter 2, Article A. Building Codes, Section 1, 2 and 3 in their entirety and adopting new Sections 1 and 2 in lieu thereof:

"TITLE 10
CHAPTER 2
ARTICLE A. BUILDING CODES

10-2A-1: CODE ADOPTED:

10-2A-2: AMENDMENTS TO BUILDING CODE:

~~10-2A-3: SUPPLEMENT TO BUILDING CODE AND FIRE CODE:~~

10-2A-1: CODE ADOPTED: ~~There is hereby adopted as the building code of the city, the 2006 edition, of the international building code, or the most current edition, as prepared and edited by the International Code Council, and divisions 6, 7 and 8 of chapter 16, state of Iowa building code, as prepared by the Iowa state building code advisory council,~~ **There is hereby adopted as the building code of the city, the most current edition of the International Building Code adopted by the State of Iowa Building Code Commissioner's office,** reviewed and/or modified, from time to time, by the building advisory and appeals board and the chief building official, which building codes, which by this reference, are duly adopted, with the following amendments, as fully and completely as if set out in detail herein.

An official copy of the international building code, as hereby adopted, including a certificate by the city clerk as to its adoption and the effective date thereof, is now on file in the office of the city clerk and at the city public library for public inspection. (Ord. 07-06, 4-3-2007)

The section below has been affected by a recently passed ordinance, 16-08 - BUILDING CODE. Go to new ordinance.

10-2A-2: AMENDMENTS TO BUILDING CODE:

~~The administration and enforcement of the standards regarding energy efficiency, handicapped, factory built and manufactured structures contained in the rules and regulations set out by the Iowa state building code, adopted pursuant to chapter 103A, code of Iowa, will take precedence over the international building code.~~

The city building code shall be further amended by adding the following:

~~Technical Assistance:~~

~~If the technical expertise is unavailable within the department to determine the acceptance of technologies, processes, products, facilities, materials and uses attending the design, operation, or use of a building or premises subject to the inspection of the department, the chief building official may require the owner or the person in possession or control of the building or premises to provide, without charge to the department, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, architect, laboratory, or building/fire specialty organization acceptable to the chief building official and the owner and shall analyze the building and fire safety properties of the design, operation or use of the buildings, or premises and the facilities and appurtenances situated thereon, to recommend the necessary changes.~~

Section 101.1 Title. (Name of jurisdiction) *City of Mason City, Iowa.*

~~Section 101.2 Scope.~~

~~Exception: Detached one and two family dwellings and multiple single family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the international residential code.~~

~~Section 101.4 Referenced Codes. The other codes listed in sections 101.4.1 through 101.4.6 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Section 101.4.1 Electrical, as referenced in the 2006 international building code, change "international code council" electrical code to "national electric code".~~

Section 101.4.1 Gas. *Change "international" to "uniform".*

Section 101.4.3 Plumbing. *Change "international" to "uniform", delete last sentence.*

Section 101.4.4 Property Maintenance. *Delete entire paragraph.*

Section 102.6 Existing Structures. *Delete "international property maintenance code".*

Section 103.3 Deputies. *Delete last sentence.*

Section 104.10 "Modification", shall be and the same is hereby amended by repealing section 104.10 in its entirety and adopting the following in lieu thereof:

~~Whenever there are practical difficulties involved in carrying out the provisions of this code, the chief building official may, upon application by the owner or lessee or his duly authorized representative, grant modifications for individual cases, provided he shall first find that a special individual reason makes the strict letter of this code impractical and that the modification is in conformity with the intent, purpose, and spirit of this code and that such modification does not lessen any fire protection requirements or any degree of structural integrity. The details of any action granting modifications shall be recorded and entered in the files of the code enforcement agency.~~

Section 105.2(1) Work Exempt From Permit. Building. ~~See city code.~~

Section 105.2(1), referring to "one story detached accessory building, used as tool and storage sheds", shall be and the same is hereby repealed.

~~Section 108.3 Temporary Power. Change "International Code Council" to "national electric code".~~

Section 109.2, chapter 1 of the 2009 international building code pertaining to permit fees, shall be as follows: **Building permit fees shall be set by Resolution of the City Council.**

BUILDING PERMIT FEES

<u>Total Evaluation</u>	-	<u>Fee</u>
-	-	-
\$1.00 to \$500.00	-	\$17.25
-	-	-
\$501.00 to \$2,000.00	-	\$17.25 for the first \$500.00 plus \$2.30 for each additional \$100.00 or fraction thereof, to and including \$2,000.00.
-	-	-
\$2,001.00 to \$25,000.00	-	\$51.75 for the first \$2,000.00 plus \$10.35 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00.
-	-	-
\$25,001.00 to \$50,000.00	-	\$289.80 for the first \$25,000.00 plus \$7.50 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00.
-	-	-
\$50,001.00 to \$100,000.00	-	\$477.30 for the first \$50,000.00 plus \$5.20 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00.
-	-	-
\$100,001.00 to \$500,000.00	-	\$737.30 for the first \$100,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00.
-	-	-
\$500,001.00 to \$1,000,000.00	-	\$2,337.30 for the first \$500,000.00 plus \$3.45 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.
-	-	-
\$1,000,001.00 and up	-	\$4,062.30 for the first \$1,000,000.00 plus \$2.30 for each addi-

-		ditional \$1,000.00 or fraction thereof.
-	-	-
Other Inspections And Fees:-	-	-
-	-	-
1. Inspections outside of normal business hours (minimum charge two hours) \$35.00 per hour*		
-	-	-
2. Reinspection fees assessed under provisions of section 304B of the 1991 UBC table 3A \$35.00 per hour*		
-	-	-
3. Inspections for which no fee is specifically indicated \$35.00 per hour*		
-	-	-
4. Additional plan review required by changes, additions or revisions to approved plans (minimum charge one-half hour) \$35.00 per hour*		
-	-	-
* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.		

Section 109.4 Work Commencing Before Permit Issuance. *Change to 107.5 Investigation Fees: Work Without a Permit - "Uniform Building Code" '97 ed.*

Section 109.6 Refunds. *Change to 107.6 Fee Refunds - "Uniform Building Code" '97 ed.*

Section 312.1 "Special Provisions", shall be and the same is hereby amended by adding: "Structures, accessory or subordinate to dwellings such as utility buildings, sheds, etc., but not including garages or agriculture buildings, shall not exceed one story in height and twelve feet (12')(3.6 m) in width and twelve feet (12')(3.6 m) in depth."

Fire Protection System section 903.2.8 Group R. *Change to 903.2.7 Group R-1; 903.2.8 Group R-2; 903.2.9 Group R-4; 903.2.12 Group R-3 & U in 2000 "international building code".*

Section 423.3 Critical Emergency Operations. Delete

Section 423.4 Group E Occupancies. Delete

Chapter 11 Accessibility. *Delete.*

~~Section 1608.1.1 "General", shall be and the same is hereby amended by adding: "Roof Loads: Roofs shall sustain, within the street limitations of this code, all "dead loads" plus a minimum roof snow load of thirty (30) pounds per square foot of horizontal projection. This roof load shall be applied to all structural members and no reductions may be taken based on tributary area loading or exposure to wind. Greater snow loads due to a potential accumulation of snow in valleys, at parapets, on supplemental roof structures and offsets of uneven configuration shall be considered."~~

~~Section 1809 Footings And Foundations, 2009 international building code, section 1809.5 Frost Protection. Add: 1. Extending below the frost line of the locality; *designated frost line for the Mason City area is 48" below finish grade.*~~

~~Section 1809.5 "General", shall be and the same is hereby amended as follows:~~

- ~~1. Extending below the frost line of the locality; 48 inches below finished grade has been designated for the Mason City area.~~
- ~~2. Exceptions: 4) Footings will not be required for a one-story private detached garage of one thousand (1,000) square feet or less and not used for human occupancy.~~

Chapter 27 Electrical. *Delete.*

Chapter 28 Mechanical Systems. *Delete.*

Chapter 29 Plumbing Systems. *Delete.*

~~Section 3001, Elevators And Conveying Systems—General "Special Provisions", specifically by adding a section 3001.5, Restricted Or Limited Use Elevators, shall be and the same is hereby repealed in its entirety and the following is adopted in lieu thereof:~~

~~Section 3001.5, Restricted Or Limited Use Elevators: Waiver: The chief building official may waive the requirements of this section:~~

- ~~1. If the elevator is designed for limited or restricted use serving only specific floors or a specific function, or;~~
- ~~2. For elevators in existing buildings which would otherwise be subject to the requirements of this section due, for example, to a change of occupancy or use, if alarm systems, sprinkler systems, signage or alternate methods of ingress and egress are provided which individually or in combination with each other provide adequate notice to occupants of the building to avoid use of the elevators during a fire alarm and provide a substantially equivalent safety margin for such occupants as approved by the chief building official and the chief of the fire department.~~

~~Section 3412.2, Compliance Alternatives, Applicability. *Insert May 5, 2010.*~~

Appendix A-K. Delete in "international building code" 2009.
(Ord. 10-05, 5-4-2010)

~~10-2A-3: SUPPLEMENT TO BUILDING CODE AND FIRE CODE:~~

~~Any supplement to the current international building code and fire code is, by this reference, duly adopted as though set out herein in detail. An official copy of each supplement is now on file in the office of the city clerk and at the public library for public inspection. (Ord. 04-4, 1-6-2004)~~

Section 2: That the 2000 City Code of the City of Mason City, Iowa, should be and the same is hereby amended by repealing Title 10, Chapter 2, Article A. Building Codes, Section 8, "Uniform Code for Building Conservation".

Section 3: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4: If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section 5: This ordinance shall be in full force and effect upon its final passage, approval and publication as required by law.

PASSED AND APPROVED this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

1st consideration: May 2, 2017
2nd consideration: May 16, 2017
3rd consideration: June 6, 2017

City of Mason City
Development Services
Department

Memorandum

To: Brent Trout, City Administrator

From: Curt Sauve, Chief Building Official

Through: Steven J. Van Steenhuyse, Director of Development Services *SJS*

Date: May 30, 2017

RE: Ordinance Amendment: Title 10, Chapter 2, Article J. Existing Building Code (FINAL)

Recommendation:

Staff respectfully recommends approval of the ordinance amending Title 10-2J, Building Code (FINAL).

Review:

The city has adopted by reference the 2009 edition of the International Existing Building Code. It has been the City's practice to adopt the code also adopted by the State of Iowa. Therefore it would be necessary to amend City Code 10-2J every time the State adopts a new edition of the code. The proposed amendment to Section 10-2J-1 adds language that states that the City adopts by reference "the most current version adopted by the State of Iowa". The most recent edition of the IEBC was published in 2015; the State has adopted this edition. Adoption of the proposed amendment negates the need to amend the City Code to allow the City to adopt the new edition as well.

The proposed changes to 10-2J-2 list the necessary amendments to the IEBC that do not apply to the City or list requirements that are handled differently under the City Code.

Budget Impact:

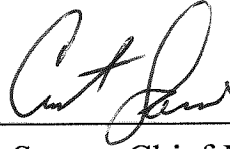
The proposed amendments do not impact the budget.

Council Action Requested:

Staff respectfully requests approval of the ordinance amending Title 10-2J, Existing Building Code (FINAL).

Attachments:

Draft Amendments to Chapter 10-2J



Curt Sauve, Chief Building Official



Reviewed and Recommend Approval

ORDINANCE NO. 17 -

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF MASON CITY, IOWA, BY REPEALING TITLE 10, CHAPTER 2, "BUILDING CODES", ARTICLE J. EXISTING BUILDING CODE, IN ITS ENTIRETY AND ADOPTING A NEW ARTICLE J IN LIEU THEREOF

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

Section 1: That the City Code of the City of Mason City, Iowa, should be and the same is hereby amended by repealing Title 10, Chapter 2, Article J. Existing Building Code, and adopting a new Article J in lieu thereof, as follows:

"TITLE 10

CHAPTER 2

BUILDING CODES

ARTICLE J. EXISTING BUILDING CODE

10-2J-1: CODE ADOPTED: ~~There is hereby adopted as the uniform code for the building conservation of the city, the 2009 International Existing Building Code, or the most current edition,~~ **There is hereby adopted as the existing building code of the City, the most current edition of the International Existing Building Code adopted by the State of Iowa Building Code Commissioner's office** ~~as prepared and edited by the International Code Council reviewed and/or modified, from time to time, by the city Building Advisory and Appeals Board, and the city's Chief Building Official, which by this reference is duly adopted as fully and completely as if set out in detail herein. An official copy of the International Existing Building Code, as hereby adopted, including a certificate by the city clerk as to its adoption and the effective date thereof, is now on file in the office of the City Clerk and at the city Public Library for public inspection.~~

10-2J-2: AMENDMENTS TO CODE:

- A. Appendix from the **2009** International Existing Building Code - *delete (will use as a guide only)*
- B. Resource A Guidelines on Fire Ratings of Archaic Materials and Assemblies, **2009** International Existing Building Code - *delete (will use as a guide only)*

Section 2: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section 4: This ordinance shall be in full force and effect upon its final passage, approval and publication as required by law.

PASSED AND APPROVED this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

1st consideration: May 2, 2017
2nd consideration: May 16, 2017
3rd consideration: June 6, 2017

City of Mason City Development Services Department

Memorandum

To: Brent Trout, City Administrator
From: Curt Sauve, Chief Building Official
Through: Steven J. Van Steenhuyse, Director of Development Services 
Date: May 30, 2017
RE: Ordinance Amendment: Title 10, Chapter 2, Article L. Residential Code (FINAL)

Recommendation:

Staff respectfully requests approval of the ordinance amending Title 10-2L-2, Residential Code (FINAL).

Review:

The city has adopted by reference the 2015 edition of the International Residential Code. The proposed changes to Chapter 10-2L-2 of the Residential Code list changes that do not apply to the City or are handled differently under the City Code.

Budget Impact:

The proposed amendments do not impact the budget.

Council Action Requested:

Staff respectfully requests approval of the ordinance amending Title 10-2L-2 Residential Code (FINAL).

Attachments:

Draft amendments to Title 10-2L-2.



Curt Sauve, Chief Building Official



Reviewed and Recommend Approval

ORDINANCE NO. 17 -

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF MASON CITY, IOWA, BY REPEALING TITLE 10, CHAPTER 2: BUILDING CODES, ARTICLE L RESIDENTIAL CODE AND ADOPTING A NEW ARTICLE L IN LIEU THEREOF

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

Section 1: That the City Code of the City of Mason City, Iowa, should be and the same is hereby amended by repealing Title 10, Chapter 2: Building Codes, Article L. Residential Code and adopting a new Article L lieu thereof as follows:

"TITLE 10
CHAPTER 2
BUILDING CODES
ARTICLE L. RESIDENTIAL CODE:

SECTION:

10-2L-1: Code Adopted

10-2L-2: Amendments To Code

10-2L-1: The 2009 international residential code or the most current edition adopted by the State of Iowa, is hereby adopted, as amended herein. (Ord. 10-10, 5-4-2010)

10-2L-2: AMENDMENTS TO CODE:

The adopted Code shall be amended as follows:

A. R105.2 Work Exempt From Permit:

~~1. The term "playhouses" shall be deleted from section R105.2, subheading "Building," paragraph 1; all other text in this paragraph shall remain as adopted.~~

1. Section R105.2 subheading "Building", paragraph 1, referring to one story accessory structures, is hereby deleted in its entirety.

2. Section R105.2, subheading "Building," paragraph 10, referring to decks not exceeding 200 square feet in area, is hereby deleted in its entirety.

B. R108.2 Schedule of permit fees, ~~The following shall be appended to the end of the paragraph:~~ **is deleted in its entirety and replace by the following:**

~~Refer to the fee schedule in the City Code of Mason City, Title 10, **Chapter 2,** Article A.~~ **Fees shall be set by resolution of the City Council.**

- C. The frost line depth indicated in Table R301.2(1), Climactic and Geographic Design Criteria, shall be forty-six inches (~~46"~~) **(48")**.
- D. Section R313 Automatic Fire Sprinkler Systems, is hereby deleted in its entirety.
- E. Appendices A through U ~~F and Appendices H through Q~~ are hereby deleted in their entirety.(Ord. 10-10, 5-4-2010)

Section 2: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section 4: This ordinance shall be in full force and effect upon its final passage, approval and publication as required by law.

PASSED AND APPROVED this 6th day of June, 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

1st consideration: May 2, 2017
2nd consideration: May 16, 2017
3rd consideration: June 6, 2017

**City of Mason City
Finance Department**

Memorandum

To: Brent Trout, City Administrator
From: Kevin Jacobson
Date: May 31, 2017
RE: Budgeted utility rate adjustments – 2nd Reading

Recommendation:

City Council is asked to approve the 2nd reading for the increase in Water and Sanitation rates.

Review:

During the FY 2017-18 budget session, City Council approved an increase in the monthly rate for Water to help fund capital projects and for Sanitation to build funds for vehicle replacements in future fiscal years. The Water increase is 1% over existing rates and will increase approximately \$0.25 per month for the homeowner who averages 500 cubic feet of monthly use. The increase for Sanitation will be included as an additional \$0.25 per month and the rate will increase from \$10.45 per month to \$10.70 per month for the July utility bill.

Budget Impact:

This is already included in the FY 2017-18 City budget.

Council Action Requested:

Since the rate increases are included in the FY 2018 budget process and City Council approved the 1st reading at the May 16th Council meeting, the Finance Department recommends Council approval of the ordinance for water and sanitation rate increases on 2nd reading.

Attachments:

Resolution

Kevin Jacobson

List Name of Staff Recommending Item

Brent Trout

Reviewed and Recommend Approval

ORDINANCE NO. 17 –

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF MASON CITY, IOWA, BY REPEALING TITLE 6, CHAPTER 1, "PUBLIC UTILITIES", ARTICLE A. WATER RATES, SECTION 1, RATES AND CHARGES ESTABLISHED, SUBSECTIONS A, B AND C IN THEIR ENTIRETY, AND ADOPTING NEW SUBSECTIONS A, B AND C IN LIEU THEREOF TO ESTABLISH NEW WATER RATES AND CHARGES

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

Section 1: That the City Code of the City of Mason City, Iowa, should be and the same is hereby amended by repealing Subsections A and B in Title 6, Chapter 1, Article A. Water Rates, Section 1: Rates and Charges Established, and adopting new Subsections A and B, in lieu thereof as follows:

TITLE 6
CHAPTER 1
PUBLIC UTILITIES
ARTICLE A. WATER RATES

6-1A-1: RATES AND CHARGES ESTABLISHED:

- A. General Rates: Effective with the July 1, 2015 **2017** billing date, water shall be furnished at the following monthly rate which shall include an administrative charge of ~~five~~ **six** dollars and ~~ninety-five~~ **one** cents (~~\$5.95~~) (**\$6.01**) per meter:

Per 100 Cubic Feet:

	<u>Cubic Feet</u>	<u>Net</u>	<u>Gross</u>
First	1,000	3.788	<u>3.826</u> 4.209 <u>4.251</u>
Next	2,000	3.220	<u>3.252</u> 3.578 <u>3.613</u>
All over	3,000	2.269	<u>2.296</u> 2.315 <u>2.551</u>

B. Minimum Rates:

1. Normal minimum Rates: Regardless of the quantity of water used, there shall be a minimum charge, dependent upon the meter size, of the following amounts:

<u>Meter Size</u>	<u>Per Month</u>
5/8" (15.9mm)	\$ 15.39 <u>15.54</u>
3/4" (19mm)	\$ 24.89 <u>25.14</u>
1" (2.5cm)	\$ 43.83 <u>44.27</u>
1 1/2" (3.8cm)	\$ 92.13 <u>93.05</u>

2"	(5cm)	\$ 201.97	<u>209.17</u>
3"	(7.6cm)	\$ 410.27	<u>431.07</u>
4"	(10cm)	\$1,264.30	<u>1,330.31</u>
6"	(15.2cm)	\$2,545.34	<u>2,683.31</u>
8"	(20.3cm)	\$3,003.60	<u>3,167.31</u>
10"		\$4,135.31	
12"		\$5,323.31	

The minimum monthly charge includes the administrative charge.

2. Special Rates: Industrial Users may make an irrevocable application to the City Council for approval of the Special Rate hereunder, in which case the user shall, for the first ten (10) years of usage, pay the Special Rate established herein in lieu of the Minimum Rates, regardless of quantity of water used. Upon expiration of the ten (10) year term for said Special Rate, the General Rates then in effect shall apply to said User. For purposes of this subsection, the Special Rate shall be \$3,333 per month.

3. Special Minimum Rate: Where, in the judgment of the public services director, special conditions surround the sizing of the water meter to the extent that the application of the minimum water rates provided for in subsection B1 of this section would be inadequate or unfair to either the city or the customer, a special rate shall be established by the administrative services director, subject to the approval of the city council. Each such special rate shall be contained in a written order or direction filed with the clerk and open to public inspection. The administrative services director is authorized to make such rates in accordance with the following rule: Where the water meter is larger than the size of meter that would normally be determined as sufficient for the customer's usage and the customer has not requested the oversized meter, the minimum rate shall be based on the size of meter that would normally be sized by the public services director for the customer's usage. (Ord. 90-27, 12-18-1990; Ord. 92-24, 11-17-1992; Ord. 06-14, 6-20-2006)

- C. Payment: All water bills which are paid in full on or before the fifteenth day after delivery or mailing thereof shall be eligible for a ten percent (10%) discount and ten percent (10%) of the gross amount of said bill shall be subtracted therefrom. Any payment transmitted through the United States mail postmarked on or before the fifteenth day shall be deemed paid within fifteen (15) days. If any water bill shall not be paid, or if transmitted through the United States mail postmarked on or before the twenty fifth day following the date of delivery or mailing, the property served shall be subject to immediate discontinuance of service. When water service shall have been discontinued for nonpayment, service shall not be reestablished until all indebtedness owed by the owner has been paid, together with an additional charge of fifty dollars (\$50.00) for cutting service off and on. (Ord. 02-22, 12-3-2002)

Section 2: That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section 4: This ordinance shall be in full force and effect upon its final passage, approval and publication as required by law.

PASSED AND APPROVED this day of , 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

1st consideration: May 16, 2017
2nd consideration: June 6, 2017
3rd consideration:

ORDINANCE NO. 17 –

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF MASON CITY, IOWA, BY REPEALING TITLE 4, CHAPTER 2, GARBAGE, REFUSE, RECYCLABLES AND YARD WASTE, ARTICLE C, "SOLID WASTES", SUBSECTION 12, RELATING TO CHARGES, AND ADOPTING A NEW SUBSECTION 12 IN LIEU THEREOF

BE IT ORDAINED by the City Council of the City of Mason City,

Iowa:

Section 1: That the City Code of the City of Mason City, Iowa, should be and the same is hereby amended by repealing Title 4, Chapter 2, Garbage, Refuse, Recyclables and Yard Waste, Article C, "Solid Wastes", Subsection 12, Charges: and adopting a new Subsection 12 in lieu thereof as follows:

"CHAPTER 2
GARBAGE, REFUSE, RECYCLABLES AND YARD WASTE
ARTICLE C. SOLID WASTES

4-2C-12: CHARGES: Effective with the July 1, 2016-7 billing, ten dollars ~~forty-five~~ seventy cents (\$10.70) per month shall be charged by the City and collected from each single-family dwelling and each separate dwelling unit within a multiple-family dwelling, or owner of a "residential premises" as defined in section 4-2C-1 of this article serviced by garbage, domestic refuse, recyclables or yard waste collection service as provided for in this chapter. This charge shall be in payment for collection of one bag per week and one collection of recyclables or yard waste per week as herein set out in section 4-2C-2 of this article. Such monthly charge shall be billed to the owner as herein directed.

For each additional bag of garbage or refuse, a one dollar twenty cents (\$1.20) sticker shall be attached.

The collection of garbage, refuse, recyclables and yard waste, as provided for in this chapter, and maintenance of the availability of such service, whether or not the owner or occupant of such residential premises, is hereby declared a benefit to the said premises at least equal to the monthly charges specified in this article.

Section 2: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3: If any section, provision, or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole, or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section 4: This ordinance shall be in full force and effect upon its final passage, approval and publication as required by law.

PASSED AND APPROVED this day of , 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

First Consideration: May 16, 2017

Second Consideration: June 6, 2017

Third Consideration:

City of Mason City
City Administrator

Memorandum

To: The Honorable Mayor and City Council Members
From: Brent Trout, City Administrator
Date: June 2, 2017
RE: Fireworks Sale, Possession and Use

Recommendation

To repeal the current City Code Section 8-3-11 related to the Sale, Possession and Use of Consumer Fireworks and replace it with an ordinance creating a new City Code Section 8-3-11 to establish the guidelines related to the sale, possession and use of Consumer Fireworks in the City of Mason City.

Review

The current ordinance regarding fireworks states the following:

8-3-11: FIREWORKS:

It shall be unlawful for any person to possess, discharge, fire or use any firecrackers, rockets, torpedoes, roman candles or other fireworks designed or intended for pyrotechnic display or any pistols, canes, cannons or other appliances using blank cartridges, except for bona fide athletic purposes or permitted displays.

Exception: Members of an organization sponsoring a lawful pyrotechnics exposition approved by the city council may possess fireworks. (Ord. 04-16, 7-6-2004)

The State of Iowa passed a new law regarding fireworks sale, possession and use in this year's legislative session. The new law makes it legal to sell, possess and use fireworks in Iowa during designated dates and time frames. The entire language of the law is attached for your review. The State Fire Marshal is developing a

licensing procedure that will need to be followed by anyone wanting to sell fireworks in Iowa. Each location that is set up to sell fireworks will be inspected by the State Fire Marshal and, in our case the City of Mason City Fire Marshal, to ensure they meet all requirements in the NFPA Standard 1124. The standard will apply to a building and a temporary structure such as a tent that is selling fireworks. The inspection will cost the vendor \$300 under our proposed fee schedule. The City of Mason City will also require vendors to go through the Development Review Committee (DRC) to ensure that their proposed building or tent meets the standards before allowing them to set up.

The state law allows for the sale, possession and use of fireworks for the following dates: June 1 through July 8 and December 10 through January 3. The hours they may be used are from the hours of 9:00 a.m. to 10:00 p.m. except on July 4th, they may be used until 11:00 p.m. and should the holiday fall on a Monday or a Friday, the Saturday and Sunday immediately preceding and following July 4. Regarding December 10 through January 3, fireworks may be discharged between 9 a.m. until 10 p.m. with the exception of December 31, they may be used between 9 a.m. and 12:30 a.m. January 1, and should the holiday fall on a Monday or a Friday, the Saturday and Sunday immediately preceding and following December 31.

The state law provides the following powers to a City: “A City Council may by ordinance or resolutions prohibit or limit the use of consumer fireworks, display fireworks, or novelties, as described in section 727.2.”

The statute is very specific on this being our main authority within the code. The ability to sell or possess fireworks is now protected by the state law so the City’s current code language is in conflict with the state code and must be changed at a minimum. The City Council can decide that they want there to be less days that citizens can use fireworks than the state law from any number of days less to not at all. The City can also reduce the hours fireworks can be used as an option as well.

City staff has met and discussed the law and its provisions and present for you a recommended ordinance change that makes it legal to sell, possess and use fireworks in Mason City. The ordinance establishes a use time that mirrors the state law regarding days and times of use. Staff has determined that given the access to purchase and ability to possess fireworks, it is likely that residents will begin to use them as soon as they are purchased. In light of the likelihood of fireworks use the enforcement of a restricted time for use will be difficult. The Police Department has always had difficulty enforcing the law banning use of fireworks but the ability to confiscate fireworks because possession was illegal helped to control the use. The

new state law and city ordinance change will take that tool away from law enforcement and make it almost impossible to effectively enforce restrictions on use. The Police Department will make every reasonable effort possible to enforce the ordinance on abusers of the days or hours of use provisions. The enforcement of this part will still require the law enforcement officer to catch them in the act of using the fireworks or have a citizen complaint filed against the fireworks use violator.

In order to bring this City Code change forward in a timely fashion to allow the use of fireworks this holiday season and bring our current ordinance in compliance with state law, the City Council will need to conduct votes on approval at the June 6, 2017 meeting for First Reading and the June 20, 2017 meeting for waiving Second Reading and going to Final Reading for approval. The City will have interested vendors go through the DRC process prior to June 20, 2017 if they are ready or after that date if they want to wait for approval of the ordinance. Unless there is a complete ban of use, the approved ordinance will make it legal to use fireworks during the approved dates and times after the law is published in the paper which is typically the Friday after a Council meeting, in this case June 23, 2017.

The new ordinance does have provisions related to the process that must be followed to gain approval to sell fireworks so we can ensure they have selected a properly zoned location, ensure proper setup is proposed and that fire code requirements are conveyed. The code requires an inspection by the Fire Marshal to ensure that proper set up according to the fire code requirements are complied with at each location to ensure the safety of patrons and community. The current Zoning Code will be used to establish the appropriate locations where sales can occur. The allowed locations will be where commercial zoning for retail sales are allowed. Each vendor will be required to go through the DRC process to ensure they are in compliance with all requirements to locate where they are requesting and that they have all the proper documentation to be allowed to conduct the sale of fireworks. The ordinance change also includes suggested language that prohibits the use of fireworks in cemeteries and parks. The ordinance change would also require that fireworks be set off more than 200 yards from a hospital.

I have proposed and recommend the state law authorized dates and time of use for consumer fireworks be in our ordinance given the enforcement issues related to use of fireworks. There are many variations of dates and use of fireworks that are possible as is evidenced by other cities decisions on this subject so I feel this is the correct starting point in the decision making process with regards to limiting use. If the City Council is not in favor of allowing use for the same time frame as

designated in the state law and want to limit the use, the City Council has the authority to amend the ordinance language to change the dates and time of use at the June 6, 2017 City Council meeting. If you have any questions after reviewing this information please contact me.

Budget Impact

The City will see some budget impact in the receipt of revenues from inspections conducted of each vendor by the Fire Marshal. There will be staff time used to conduct DRC reviews of applications and staff time to conduct inspections of each vendor location.

Requested Action

To repeal the current City Code Section 8-3-11 related to the Sale, Possession and Use of Consumer Fireworks and replace it with an ordinance creating a new City Code Section 8-3-11 to establish the guidelines related to the sale, possession and use of Consumer Fireworks in the City of Mason City.

Attachments

SF 489 Fireworks Law

Memorandum from Chief Brinkley

A handwritten signature in cursive script that reads "Brent Trout". The signature is written in black ink and is positioned above a horizontal line.

Brent Trout, City Administrator

Senate File 489 - Enrolled

Senate File 489

AN ACT

RELATING TO THE POSSESSION, SALE, TRANSFER, PURCHASE, AND USE OF
FIREWORKS, PROVIDING PENALTIES, AND INCLUDING EFFECTIVE DATE
PROVISIONS.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

DIVISION I

FIREWORKS REGULATION

Section 1. Section 100.1, subsection 4, paragraph b, Code
2017, is amended to read as follows:

b. The storage, transportation, handling, and use of
flammable liquids, combustibles, fireworks, and explosives;

Sec. 2. Section 100.1, Code 2017, is amended by adding the
following new subsection:

NEW SUBSECTION. 8. To order the suspension of the use
of consumer fireworks, display fireworks, or novelties, as
described in section 727.2, if the fire marshal determines that
the use of such devices would constitute a threat to public
safety.

Sec. 3. NEW SECTION. 100.19 Consumer fireworks seller licensing — penalty — fund.

1. As used in this section:

a. "*APA 87-1*" means the American pyrotechnics association standard 87-1, as published in December 2001.

b. "*Community group*" means a nonprofit entity that is open for membership to the general public which is exempt from federal income taxation pursuant to section 501(c)(3) of the Internal Revenue Code or a fraternal benefit society, as that term is defined in section 512B.3.

c. "*First-class consumer fireworks*" means the following consumer fireworks, as described in APA 87-1, chapter 3:

- (1) Aerial shell kits and reloadable tubes.
- (2) Chasers.
- (3) Helicopter and aerial spinners.
- (4) Firecrackers.
- (5) Mine and shell devices.
- (6) Missile-type rockets.
- (7) Roman candles.
- (8) Sky rockets and bottle rockets.

(9) Multiple tube devices under this paragraph "c" that are manufactured in accordance with APA 87-1, section 3.5.

d. "*Retailer*" means as defined in section 423.1.

e. "*Second-class consumer fireworks*" means the following consumer fireworks, as described in APA 87-1, chapter 3:

- (1) Cone fountains.
- (2) Cylindrical fountains.
- (3) Flitter sparklers.

(4) Ground and hand-held sparkling devices, including multiple tube ground and hand-held sparkling devices that are manufactured in accordance with APA 87-1, section 3.5.

(5) Ground spinners.

(6) Illuminating torches.

(7) Toy smoke devices that are not classified as novelties pursuant to APA 87-1, section 3.2.

(8) Wheels.

(9) Wire or dipped sparklers that are not classified as novelties pursuant to APA 87-1, section 3.2.

2. a. The state fire marshal shall establish a consumer

fireworks seller license. An application for a consumer fireworks seller license shall be made on a form provided by the state fire marshal. The state fire marshal shall adopt rules consistent with this section establishing minimum requirements for a retailer or community group to be issued a consumer fireworks seller license.

b. A person shall possess a consumer fireworks seller license under this section in order to sell consumer fireworks.

3. *a.* The state fire marshal shall establish a fee schedule for consumer fireworks seller licenses as follows:

(1) For a retailer at a permanent building who devotes fifty percent or more of the retailer's retail floor space to the sale or display of first-class consumer fireworks, an annual fee of one thousand dollars.

(2) For a retailer at a temporary structure who devotes fifty percent or more of the retailer's retail floor space to the sale or display of first-class consumer fireworks, an annual fee of five hundred dollars.

(3) For a retailer who devotes less than fifty percent of the retailer's retail floor space to the sale or display of first-class consumer fireworks, an annual fee of four hundred dollars.

(4) For a community group that offers for sale, exposes for sale, or sells first-class consumer fireworks, an annual fee of four hundred dollars.

(5) For a retailer or community group that offers for sale, exposes for sale, or sells second-class consumer fireworks, but not first-class consumer fireworks, an annual fee of one hundred dollars.

b. A license issued to a retailer or community group pursuant to paragraph "a", subparagraph (1), (2), (3), or (4), shall allow the licensee to sell both first-class consumer fireworks and second-class consumer fireworks.

4. The state fire marshal shall adopt rules to:

a. Require that any retailer or community group offering for sale at retail any consumer fireworks, as described in APA 87-1, chapter 3, shall do so in accordance with the national fire protection association standard 1124, published in the code for the manufacture, transportation, storage, and retail

sales of fireworks and pyrotechnic articles, 2006 edition.

b. Require that a retailer or community group to be issued a license pursuant to this section provide proof of and maintain commercial general liability insurance with minimum per occurrence coverage of at least one million dollars and aggregate coverage of at least two million dollars.

c. Permit a retailer or community group issued a license pursuant to this section to sell consumer fireworks, as described in APA 87-1, chapter 3, at the following locations as specified:

(1) At a permanent building that meets the requirements of paragraph "a", between June 1 and July 8 and between December 10 and January 3 each year, all dates inclusive.

(2) At a temporary structure that meets the requirements of paragraph "a" between June 13 and July 8 each year, both dates inclusive.

d. A retailer or community group shall not transfer consumer fireworks, as described in APA 87-1, chapter 3, to a person who is under eighteen years of age.

5. *a.* The state fire marshal shall adopt rules to provide that a person's consumer fireworks seller license may be revoked for the intentional violation of this section. The proceedings for revocation shall be held before the division of the state fire marshal, which may revoke the license or licenses involved as provided in paragraph "b".

b. (1) If, upon the hearing of the order to show cause, the division of the state fire marshal finds that the licensee intentionally violated this section, then the license or licenses under which the licensed retailer or community group sells first-class consumer fireworks or second-class consumer fireworks, shall be revoked.

(2) Judicial review of actions of the division of the state fire marshal may be sought in accordance with the terms of the Iowa administrative procedure Act, chapter 17A. If the licensee has not filed a petition for judicial review in district court, revocation shall date from the thirty-first day following the date of the order of the division of the state fire marshal. If the licensee has filed a petition for judicial review, revocation shall date from the thirty-first

day following entry of the order of the district court, if action by the district court is adverse to the licensee.

(3) A new license shall not be issued to a person whose license has been revoked, or to the business in control of the premises on which the violation occurred if it is established that the owner of the business had actual knowledge of the violation resulting in the license revocation, for the period of one year following the date of revocation.

6. a. A consumer fireworks fee fund is created in the state treasury under the control of the state fire marshal. Notwithstanding section 12C.7, interest or earnings on moneys in the consumer fireworks fee fund shall be credited to the consumer fireworks fee fund. Moneys in the fund are appropriated to the state fire marshal to be used to fulfill the responsibilities of the state fire marshal for the administration and enforcement of this section and section 100.19A and to provide grants pursuant to paragraph "b". The fund shall include the fees collected by the state fire marshal under the fee schedule established pursuant to subsection 3 and the fees collected by the state fire marshal under section 100.19A for wholesaler registration.

b. The state fire marshal shall establish a local fire protection and emergency medical service providers grant program to provide grants to local fire protection service providers and local emergency medical service providers to establish or provide fireworks safety education programming to members of the public. The state fire marshal may also provide grants to local fire protection service providers and local emergency medical service providers for the purchase of necessary enforcement, protection, or emergency response equipment related to the sale and use of consumer fireworks in this state.

7. The state fire marshal shall adopt rules for the administration of this section.

8. A person who violates a provision of this section or a rule adopted pursuant to this section is guilty of a simple misdemeanor.

Sec. 4. NEW SECTION. 100.19A Consumer fireworks wholesaler — registration — penalty.

1. For purposes of this section:

a. "*Consumer fireworks*" means first-class consumer fireworks and second-class consumer fireworks, as those terms are defined in section 100.19.

b. "*Wholesaler*" means a person who engages in the business of selling or distributing consumer fireworks for the purpose of resale in this state.

2. The state fire marshal shall adopt rules to require all wholesalers to annually register with the state fire marshal. The state fire marshal may also adopt rules to regulate the storage or transfer of consumer fireworks by wholesalers and to require wholesalers to maintain insurance.

3. The state fire marshal shall establish an annual registration fee of one thousand dollars for wholesalers of consumer fireworks within the state. Registration fees collected pursuant to this section shall be deposited in the consumer fireworks fee fund created in section 100.19.

4. A person who violates a provision of this section or a rule adopted pursuant to this section is guilty of a simple misdemeanor.

Sec. 5. Section 101A.1, subsection 3, Code 2017, is amended to read as follows:

3. "*Explosive*" means any chemical compound, mixture or device, the primary or common purpose of which is to function by explosion with substantially instantaneous release of gas and heat, unless such compound, mixture, or device is otherwise specifically classified by the United States department of transportation. The term "*explosive*" includes all materials which are classified as a class 1, division 1.1, 1.2, 1.3, or 1.4 explosive by the United States department of transportation, under 49 C.F.R. §173.50, and all materials classified as explosive materials under 18 U.S.C. §841, and includes, but is not limited to, dynamite, black powder, pellet powders, initiating explosives, blasting caps, electric blasting caps, safety fuse, fuse lighters, fuse igniters, squibs, cordeau detonative fuse, instantaneous fuse, igniter cord, igniters, smokeless propellant, cartridges for propellant-actuated power devices, cartridges for industrial guns, and overpressure devices, but does not include "*fireworks*"

as "consumer fireworks", "display fireworks", or "novelties" as those terms are defined in section 727.2 or ammunition or small arms primers manufactured for use in shotguns, rifles, and pistols. Commercial explosives are those explosives which are intended to be used in commercial or industrial operations.

Sec. 6. Section 331.301, Code 2017, is amended by adding the following new subsection:

NEW SUBSECTION. 17. The board of supervisors may by ordinance or resolution prohibit or limit the use of consumer fireworks or display fireworks, as described in section 727.2, if the board determines that the use of such devices would constitute a threat to public safety or private property, or if the board determines that the use of such devices would constitute a nuisance to neighboring landowners.

Sec. 7. Section 331.304, subsection 8, Code 2017, is amended to read as follows:

8. The board, upon application, may grant permits for the ~~display~~ use of display fireworks as provided in section 727.2.

Sec. 8. Section 364.2, Code 2017, is amended by adding the following new subsection:

NEW SUBSECTION. 6. A city council may by ordinance or resolution prohibit or limit the use of consumer fireworks, display fireworks, or novelties, as described in section 727.2.

Sec. 9. Section 461A.42, subsection 2, Code 2017, is amended to read as follows:

2. The use of consumer fireworks or display fireworks, as defined in section 727.2, in state parks and preserves is prohibited except as authorized by a permit issued by the department. The commission shall establish, by rule adopted pursuant to chapter 17A, a fireworks permit system which authorizes the issuance of a limited number of permits to qualified persons to use or display fireworks in selected state parks and preserves.

Sec. 10. Section 727.2, Code 2017, is amended to read as follows:

727.2 Fireworks.

1. Definitions. For purposes of this section:

a. "Consumer fireworks" includes first-class consumer fireworks and second-class consumer fireworks as those terms

are defined in section 100.19, subsection 1. "Consumer fireworks" does not include novelties enumerated in chapter 3 of the American pyrotechnics association's standard 87-1 or display fireworks enumerated in chapter 4 of the American pyrotechnics association's standard 87-1.

b. ~~The term "fireworks"~~ "Display fireworks" includes any explosive composition, or combination of explosive substances, or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, and includes ~~blank cartridges, firecrackers, torpedoes, skyrockets, roman candles, or other fireworks of like construction and~~ fireworks containing any explosive or flammable compound, or other device containing any explosive substance. The term ~~"fireworks"~~ "Display fireworks" does not include ~~goldstar producing sparklers on wires which contain no magnesium or chlorate or perchlorate, flitter sparklers in paper tubes that do not exceed one-eighth of an inch in diameter, toy snakes which contain no mercury, or caps used in cap pistols~~ novelties or consumer fireworks enumerated in chapter 3 of the American pyrotechnics association's standard 87-1.

c. "Novelties" includes all novelties enumerated in chapter 3 of the American pyrotechnics association's standard 87-1, and that comply with the labeling regulations promulgated by the United States consumer product safety commission.

2. Display fireworks.

a. A person, firm, partnership, or corporation who offers for sale, exposes for sale, sells at retail, or uses or explodes any display fireworks, commits a simple misdemeanor. In addition to any other penalties, the punishment imposed for a violation of this section shall include assessment of, punishable by a fine of not less than two hundred fifty dollars. However, the a city council of a city or a county board of supervisors may, upon application in writing, grant a permit for the display of display fireworks by municipalities, fair associations, amusement parks, and other organizations or groups of individuals approved by the city or the county board of supervisors when the display fireworks display will be handled by a competent operator, but no such permit shall

be required for the display of display fireworks at the Iowa state fairgrounds by the Iowa state fair board, at incorporated county fairs, or at district fairs receiving state aid. Sales of display fireworks for such display may be made for that purpose only.

b. (1) A person who uses or explodes display fireworks while the use of such devices is prohibited or limited by an ordinance or resolution adopted by the county or city in which the firework is used commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

(2) A person who uses or explodes display fireworks while the use of such devices is suspended by an order of the state fire marshal commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

3. Consumer fireworks and novelties.

a. A person or a firm, partnership, or corporation may possess, use, or explode consumer fireworks in accordance with this subsection and subsection 4.

b. A person, firm, partnership, or corporation who sells consumer fireworks to a person who is less than eighteen years of age commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars. A person who is less than eighteen years of age who purchases consumer fireworks commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

c. (1) A person who uses or explodes consumer fireworks or novelties while the use of such devices is prohibited or limited by an ordinance adopted by the county or city in which the fireworks are used commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

(2) A person who uses or explodes consumer fireworks or novelties while the use of such devices is suspended by an order of the state fire marshal commits a simple misdemeanor, punishable by a fine of not less than two hundred fifty dollars.

4. Limitations.

a. A person shall not use or explode consumer fireworks on days other than June 1 through July 8 and December 10 through January 3 of each year, all dates inclusive.

b. A person shall not use or explode consumer fireworks at times other than between the hours of 9:00 a.m. and 10:00 p.m., except that on the following dates consumer fireworks shall not be used at times other than between the hours specified:

(1) Between the hours of 9:00 a.m. and 11:00 p.m. on July 4 and the Saturdays and Sundays immediately preceding and following July 4.

(2) Between the hours of 9:00 a.m. on December 31 and 12:30 a.m. on the immediately following day.

(3) Between the hours of 9:00 a.m. and 11:00 p.m. on the Saturdays and Sundays immediately preceding and following December 31.

c. A person shall not use consumer fireworks on real property other than that person's real property or on the real property of a person who has consented to the use of consumer fireworks on that property.

d. A person who violates this subsection commits a simple misdemeanor. A court shall not order imprisonment for violation of this subsection.

3- 5. Applicability.

a. This section does not prohibit the sale by a resident, dealer, manufacturer, or jobber of such fireworks as are not prohibited by this section, or the sale of any kind of fireworks if they are to be shipped out of the state, or the sale or use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads or trucks, for signal purposes, or by a recognized military organization.

b. This section does not apply to any substance or composition prepared and sold for medicinal or fumigation purposes.

c. Unless specifically provided otherwise, this section does not apply to novelties.

DIVISION II

RULEMAKING

Sec. 11. EMERGENCY RULES. The state fire marshal shall adopt emergency rules under section 17A.4, subsection 3, and section 17A.5, subsection 2, paragraph "b", to implement the provisions of this Act and the rules shall be effective

immediately upon filing unless a later date is specified in the rules. Any rules adopted in accordance with this section shall also be published as a notice of intended action as provided in section 17A.4.

DIVISION III
EFFECTIVE DATE

Sec. 12. EFFECTIVE UPON ENACTMENT. This Act, being deemed of immediate importance, takes effect upon enactment.

JACK WHITVER
President of the Senate

LINDA UPMEYER
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 489, Eighty-seventh General Assembly.

W. CHARLES SMITHSON
Secretary of the Senate

Approved _____, 2017

TERRY E. BRANSTAD
Governor

Mason City Police Department

I N T E R

O F F I C E

MEMO

Jeff Brinkley, Chief of Police

Date: June 1, 2017
To: Brent Trout, City Administrator
From: Jeff Brinkley, Police Chief
Subject: Enforcement of Fireworks Law

I am writing to follow-up with you on the question of fireworks enforcement related to the change in Iowa law that is pending. The proposed change in the law really circles around possession as it relates to police activity. The state law is clear in that municipalities cannot restrict possession of consumer fireworks.

On the typical call for service for noise or fireworks, officers can respond to the complaint. Absent officers observing someone setting off fireworks outside of the prescribed days/times, there is little officers will be able to do on enforcement. In the past, we were able to resolve this situation without enforcement action by seizing the fireworks. That will not be an option for us moving forward.

The increase in call for service volume that MCPD experiences on and around the 4th of July each year is usually driven by resident complaints about noise and fireworks. While we will still respond to these calls for service in the future, the response will be a low priority compared to higher priority calls that are not fireworks-related.

The state law does allow for enforcement provisions outside of the prescribed shooting dates/times. If the city council were to adopt more restrictive shooting dates for fireworks, we could enforce violations that we observe through municipal ordinance.

I expect that it will take a couple of years for local residents to get accustomed to the new reality of what legal fireworks sale and use looks like and how it affects our community. We will continue to work with the community to promote understanding of the change in the law and how it affects all of us.

8-3-11: CONSUMER FIREWORKS:

The purpose of this section is to regulate the sale, use, or exploding of consumer fireworks within the city. All sales, use, and exploding of consumer fireworks shall conform to Iowa Code section 727.2, the requirements of this section, and all other applicable requirements of this code.

A. Definitions.

1. Consumer Fireworks: The term *consumer fireworks* shall have the same meaning as defined in Iowa Code 727.2
2. Fire Marshal: an inspector appointed by the Office of the State Fire Marshal, or, if so designated by the State Fire Marshal's office, the city fire marshal.
3. Permanent Building: A structure enclosed within interior walls and having a roof, built, erected and framed of a combinations of materials for the support, enclosure, shelter or protection of persons, animals, chattels or movable property of any kind, and which is permanently affixed to the land.
4. Temporary Structure: For the purposes of this section, a *temporary structure* is defined as a tent, canopy, stand or similar enclosure that is not permanently affixed to the land, which is not intended for permanent use, and is erected for the purpose of retail sales of consumer fireworks.

B. Sales - General Requirements:

1. All sales of consumer fireworks shall conform to the requirements of Iowa Code 727.2 and all applicable sections of the city code.
2. Application: Prior to establishing any sales outlet for consumer fireworks, an application on a form supplied by the fire department shall be submitted, along with all required attachments, and the initial inspection fee, to the city fire marshal. Attachments shall include:
 - a. Proof of License: Proof of licensing from the Office of the State Fire Marshal.
 - b. Proof of Liability Insurance: Proof of liability insurance, separate from the building property insurance, covering all aspects of consumer fireworks sales for a minimum amount per occurrence of \$1,000,000 and a minimum aggregate amount of \$2,000,000.
 - c. Site Plan. All initial applications for establishment of a consumer fireworks sales outlet shall include a detailed site plan, drawn to a measurable scale, showing the location of all permanent buildings on the site and the location of any temporary structures erected for sales of consumer fireworks.
3. Review: All initial applications for sales of consumer fireworks shall be reviewed and determined to be in compliance by the development review committee, as created in chapter 7 of title 12, Zoning, prior to establishment of the sales outlet or erection of any temporary structure. Upon determination that the application is complete, the fire marshal shall forward the application to the development review committee. The development review committee shall determine whether the request for retail sales of consumer fireworks is in compliance with the requirements of the state code, this section and all other applicable requirements of the city code.
 - a. Compliance: All sales shall comply with Iowa Code section 727.2. Location of sales, storage of consumer fireworks, and setbacks of temporary structures shall comply with National Fire Protection Association (NFPA) standards, as adopted by state code, and with the International Fire Code, as adopted by the city, as well as with all applicable city zoning and building ordinances.
 - b. Sales in a Permanent Building: Only the initial application to establish sales of consumer fireworks shall be reviewed by the development review committee to determine that sales will be in compliance. However, any expansion of the building or expansion onto additional properties shall not commence until the development review committee has reviewed the expansion and determined it to be in compliance.

- c. Sales in a Temporary Structure: The initial application for sales in a temporary structure shall be reviewed by the development review committee to determine that sales will be in compliance. When future inspections by the fire marshal identify that a change in the location of fireworks sales, display or storage, setback of temporary structures, or other material change from the approved plan has occurred, a revised plan shall be submitted for compliance review by the development review committee.
- 4. Inspections: Upon determination that the application is complete, the city fire marshal shall notify the applicant and schedule an inspection. Sales of consumer fireworks may not commence until a fire inspection of the premises is completed and a consumer fireworks permit issued.
 - a. Sales of consumer fireworks within a permanent building shall be inspected annually.
 - b. Sales of consumer fireworks from a temporary structure shall be inspected after erection of the temporary structure for each season in which sales will be conducted, but prior to any sales.
- 5. Approval: Upon determination by the fire marshal that the sales from a permanent building or temporary structure meets all applicable requirements, a consumer fireworks permit shall be issued.
- 6. Renewal:
 - a. Permanent Building: An existing permit for sales of consumer fireworks in a permanent building shall be renewed annually. The fire marshal shall inspect the premises to determine that the sales conducted therein continue to comply with state and local codes.
 - b. Temporary Structures:
 - (1.) A consumer fireworks permit for a temporary structure shall expire on the date that the temporary structure is removed, or July 8 of each year, whichever is sooner.
 - (2.) Each such temporary structure must be removed by July 15 of each year.
 - (3.) If the permit holder wishes to re-establish sales in a temporary structure at the same location in a future year, a new permit must be applied for, the site plan reviewed for changes from the prior year plan, review of changes (if any) by the development review committee, inspection of the site and determination that it is in compliance, and issuance of the permit by the fire marshal.
- 7. Revocation: The fire marshal may revoke the approval at any time due to false or fraudulent information during the application and inspection process, or any violation of state or local requirements.
- 8. Inspection Fees: Inspection fees shall be set by resolution approved by the city council.
- C. Dates of Permitted Sales:
 - 1. All sale dates and requirements shall conform to the required city code. Consumer fireworks may only be sold during those periods allowed under the applicable Iowa Code.
 - 2. All sales shall conform to the requirements of title 12, Zoning.
 - 3. Sales within a permanent structure or building sales shall be allowed between June 1 and July 8 and from December 10 until January 3.
 - 4. Approved temporary structure or stands sales shall be allowed between June 13 and July 8.
- D. Fireworks – Dates of Exploding, Discharge and Use:
 - 1. No person shall explode or discharge a consumer fireworks device outside the following dates and hours:
 - a. June 1 thru July 8 from the hours of 9 AM until 10 PM; however, consumer fireworks may be exploded or discharged between 9:00 AM and 11 PM on July 4; and, should the holiday fall

on a Monday or a Friday, the Saturday and Sunday immediately preceding and following July 4.

- b. December 10 thru January 3 from the hours of 9 AM until 10 PM; however, consumer fireworks may be exploded or discharged between 9:00 AM December 31 and 12:30 AM on January 1; and, should the holiday fall on a Monday or a Friday, the Saturday and Sunday immediately preceding and following December 31.

- E. Fireworks may not be set off on public property that includes cemeteries and parks.
- F. Fireworks when set off must be more than 200 yards from hospitals.
- G. Sanctioned Fireworks Shows and Displays: A special fireworks permit may be obtained from the fire department for display of fireworks by a display operator or operators certified by the Pyrotechnics Guild International, outside the above-listed dates for a public event approved by fire chief or the city council.
- H. Other Use. Use of pistols, canes, cannons or other appliances using blank cartridges shall only be used for bona fide athletic purposes, permitted displays, or other uses approved by fire chief or the city council.

ORDINANCE NO. 17 –

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF MASON CITY, IOWA, BY REPEALING TITLE 8, CHAPTER 3 “GENERAL OFFENSES” SECTION 11 “FIREWORKS”, AND ADOPTING A NEW SECTION 11 IN LIEU THEREOF

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

Section 1: That the City Code of the City of Mason City, Iowa, should be and the same is hereby amended by repealing Title 8, Chapter 3 “General Offenses”, Section 11 “Fireworks” and adopting a new Section 11 in lieu thereof as follows:

"TITLE 8
CHAPTER 3 “GENERAL OFFENSES
SECTION 11 “FIREWORKS”

8-3-11: CONSUMER FIREWORKS:

The purpose of this section is to regulate the sale, use, or exploding of consumer fireworks within the city. All sales, use, and exploding of consumer fireworks shall conform to Iowa Code section 727.2, the requirements of this section, and all other applicable requirements of this code.

A. Definitions.

1. Consumer Fireworks: The term *consumer fireworks* shall have the same meaning as defined in Iowa Code 727.2
2. Fire Marshal: an inspector appointed by the Office of the State Fire Marshal, or, if so designated by the State Fire Marshal's office, the city fire marshal.
3. Permanent Building: A structure enclosed within interior walls and having a roof, built, erected and framed of a combinations of materials for the support, enclosure, shelter or protection of persons, animals, chattels or movable property of any kind, and which is permanently affixed to the land.
4. Temporary Structure: For the purposes of this section, a *temporary structure* is defined as a tent, canopy, stand or similar enclosure that is not permanently affixed to the land, which is not intended for permanent use, and is erected for the purpose of retail sales of consumer fireworks.

B. Sales - General Requirements:

1. All sales of consumer fireworks shall conform to the requirements of Iowa Code 727.2 and all applicable sections of the city code.
2. Application: Prior to establishing any sales outlet for consumer fireworks, an application on a form supplied by the fire department shall be submitted, along with all required attachments, and the initial inspection fee, to the city fire marshal. Attachments shall include:
 - a. Proof of License: Proof of licensing from the Office of the State Fire Marshal.
 - b. Proof of Liability Insurance: Proof of liability insurance, separate from the building property insurance, covering all aspects of consumer fireworks sales for a minimum amount per occurrence of \$1,000,000 and a minimum aggregate amount of \$2,000,000.

- c. **Site Plan.** All initial applications for establishment of a consumer fireworks sales outlet shall include a detailed site plan, drawn to a measurable scale, showing the location of all permanent buildings on the site and the location of any temporary structures erected for sales of consumer fireworks.
- 3. **Review:** All initial applications for sales of consumer fireworks shall be reviewed and determined to be in compliance by the development review committee, as created in chapter 7 of title 12, Zoning, prior to establishment of the sales outlet or erection of any temporary structure. Upon determination that the application is complete, the fire marshal shall forward the application to the development review committee. The development review committee shall determine whether the request for retail sales of consumer fireworks is in compliance with the requirements of the state code, this section and all other applicable requirements of the city code.
 - a. **Compliance:** All sales shall comply with Iowa Code section 727.2. Location of sales, storage of consumer fireworks, and setbacks of temporary structures shall comply with National Fire Protection Association (NFPA) standards, as adopted by state code, and with the International Fire Code, as adopted by the city, as well as with all applicable city zoning and building ordinances.
 - b. **Sales in a Permanent Building:** Only the initial application to establish sales of consumer fireworks shall be reviewed by the development review committee to determine that sales will be in compliance. However, any expansion of the building or expansion onto additional properties shall not commence until the development review committee has reviewed the expansion and determined it to be in compliance.
 - c. **Sales in a Temporary Structure:** The initial application for sales in a temporary structure shall be reviewed by the development review committee to determine that sales will be in compliance. When future inspections by the fire marshal identify that a change in the location of fireworks sales, display or storage, setback of temporary structures, or other material change from the approved plan has occurred, a revised plan shall be submitted for compliance review by the development review committee.
- 4. **Inspections:** Upon determination that the application is complete, the city fire marshal shall notify the applicant and schedule an inspection. Sales of consumer fireworks may not commence until a fire inspection of the premises is completed and a consumer fireworks permit issued.
 - a. Sales of consumer fireworks within a permanent building shall be inspected annually.
 - b. Sales of consumer fireworks from a temporary structure shall be inspected after erection of the temporary structure for each season in which sales will be conducted, but prior to any sales.
- 5. **Approval:** Upon determination by the fire marshal that the sales from a permanent building or temporary structure meets all applicable requirements, a consumer fireworks permit shall be issued.
- 6. **Renewal:**
 - a. **Permanent Building:** An existing permit for sales of consumer fireworks in a permanent building shall be renewed annually. The fire marshal shall inspect the premises to determine that the sales conducted therein continue to comply with state and local codes.
 - b. **Temporary Structures:**
 - (1.) A consumer fireworks permit for a temporary structure shall expire on the date that the temporary structure is removed, or July 8 of each year, whichever is sooner.
 - (2.) Each such temporary structure must be removed by July 15 of each year.
 - (3.) If the permit holder wishes to re-establish sales in a temporary structure at the same location in a future year, a new permit must be applied for, the site plan reviewed for changes from the prior year plan, review of changes (if any) by the development review

committee, inspection of the site and determination that it is in compliance, and issuance of the permit by the fire marshal.

7. Revocation: The fire marshal may revoke the approval at any time due to false or fraudulent information during the application and inspection process, or any violation of state or local requirements.
8. Inspection Fees: Inspection fees shall be set by resolution approved by the city council.

C. Dates of Permitted Sales:

1. All sale dates and requirements shall conform to the required city code. Consumer fireworks may only be sold during those periods allowed under the applicable Iowa Code.
2. All sales shall conform to the requirements of title 12, Zoning.
3. Sales within a permanent structure or building sales shall be allowed between June 1 and July 8 and from December 10 until January 3.
4. Approved temporary structure or stands sales shall be allowed between June 13 and July 8.

D. Fireworks – Dates of Exploding, Discharge and Use:

1. No person shall explode or discharge a consumer fireworks device outside the following dates and hours:
 - a. June 1 thru July 8 from the hours of 9 AM until 10 PM; however, consumer fireworks may be exploded or discharged between 9:00 AM and 11 PM on July 4; and, should the holiday fall on a Monday or a Friday, the Saturday and Sunday immediately preceding and following July 4.
 - b. December 10 thru January 3 from the hours of 9 AM until 10 PM; however, consumer fireworks may be exploded or discharged between 9:00 AM December 31 and 12:30 AM on January 1; and, should the holiday fall on a Monday or a Friday, the Saturday and Sunday immediately preceding and following December 31.

E. Fireworks may not be set off on public property that includes cemeteries and parks.

F. Fireworks when set off must be more than 200 yards from hospitals.

G. Sanctioned Fireworks Shows and Displays: A special fireworks permit may be obtained from the fire department for display of fireworks by a display operator or operators certified by the Pyrotechnics Guild International, outside the above-listed dates for a public event approved by fire chief or the city council.

H. Other Use. Use of pistols, canes, cannons or other appliances using blank cartridges shall only be used for bona fide athletic purposes, permitted displays, or other uses approved by fire chief or the city council.

Section 2: That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 3: If any section, provision, or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole, or any section thereof, or part thereof, not adjudged invalid or unconstitutional.

Section 4: This ordinance shall be in full force and effect upon its final passage, approval and publication as required by law.

PASSED AND APPROVED this day of , 2017.

Eric Bookmeyer, Mayor

ATTEST:

Brent Trout, City Clerk

First Consideration: June 6, 2017

Second Consideration:

Third Consideration: