



City Council Meeting Notice

Governing Body: City Council of Boone, Iowa

Date of Meeting: October 20, 2014

Time of Meeting: 7:00 P.M.

Place of Meeting: City Council Chambers
(923 8th Street, Second Floor)

1. ROLL CALL
2. APPROVAL OF AGENDA
3. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS
 - A. Set a Public Hearing Date for November 3, 2014 at 7:00 p.m. for the Consideration of a Franchise Agreement for Electric Utility Transmission
 - B. Set a Public Hearing Date for November 3, 2014 at 7:00 p.m. for Proposed Plans, Specifications, Form of Contract and Estimate of Costs on West Mamie Eisenhower Resurfacing Project
 - C. Discussion of Johnny Appleseed (Greg and Lauren Eckstrom)
4. REPORTS OF STANDING COMMITTEES
 - A. POLICY, ADMINISTRATION & EMPLOYEE RELATIONS COMMITTEE – Gillespie, Chm.
 - B. PUBLIC SAFETY AND TRANSPORTATION COMMITTEE - Ray, Chm.
 - C. UTILITY COMMITTEE – Nystrom, Chm
 - D. ECONOMIC DEVELOPMENT COMMITTEE – Ray, Chm.
5. DEPARTMENT REPORTS
 - A. BUILDING OFFICIAL – Ed Higgins
 - B. LIBRARY – Jamie Williams
 1. Annual Report
 2. October Director Report
 - C. FINANCE OFFICER- Ondrea Elmquist
 - D. CITY ATTORNEY – Jim Robbins
 - E. DIRECTOR OF PARKS AND PUBLIC WORKS – John Rouse
 - F. UTILITIES SUPERINTENDANT – Roy Martin
 - G. CITY ENGINEER - Wayne Schwartz
 1. Approve Plans for the Resurfacing of West Mamie Eisenhower
 2. Contract for Engineering Services for the Marion Street Reconstruction for 10th Street to 12th Street
 3. Final Pay Request for Industrial Park Road/Quartz Ave Paving Project
 4. Certificate of Completion for Industrial Park Road/Quartz Ave Paving Project
 - H. DIRECTOR OF PUBLIC SAFETY – Bill Skare
 1. Wellness Contract (Justin Adams)

I. CITY ADMINISTRATOR – Luke Nelson

- 1. Boone County Economic Growth Corporation Annual Meeting – November 4th at 11:30 a.m. at the Fareway Education Center**

- 6. 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.**

A. MINUTES of previous meetings

B. BILLS PAYABLE – Gillespie

C. PERMITS

- 1. Alcohol Licenses**

a. New License – none

b. Renewal – none

c. Transfer – none

- 2. Cigarette/Tobacco Permit - none**

D. RESOLUTIONS

7. ORDINANCES

A. Second Reading of Ordinance 2207 - To Allow the City of Boone, Iowa to Change the Noxious Weeds and Growths Ordinance.

B. Second Reading of Ordinance 2208 - To Allow the City of Boone, Iowa to Change the Sidewalk Regulations Ordinance.

C. Second Reading of Ordinance 2209 - To Allow the City of Boone, Iowa to Change the Penalties as it Pertains to the Curfew Concerning Minors.

D. Second Reading of Ordinance 2210 - To Allow the City of Boone, Iowa to Change Chapter 45 Alcohol Consumption and Intoxication as it Pertains to Persons Under Legal Age.

E. Second Reading of Ordinance 2211 – To Allow the City of Boone, Iowa to Change the Penalties as it Pertains to Municipal Infractions.

F. Final Reading of Ordinance 2205 – Amending Trees on Private Property

G. Final Reading of Ordinance 2206 - Ordinance Amending the Official Zoning Map - Various Areas from R2 to R1

8. MAYOR’S COMMENTS

9. COUNCILMEMBER’S COMMENTS

10. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

11. MOTION TO ADJOURN

ITC Midwest LLC and City of Boone
Electric Franchise Agreement
NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be held in the City of Boone, Iowa, on the ____ day of _____, 2014, for the purpose of submitting to the City Council of said City, to be voted upon by them, the question of whether the public measure as shown on the published ordinance should be adopted.

ORDINANCE FOR A PUBLIC HEARING
CITY OF Boone, Boone COUNTY, IOWA
_____, 2014

Ordinance No. _____

An Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP. , its successors and assigns (the "Company"), the right and franchise to acquire, construct, erect, maintain and operate in the City of Boone, Boone County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the transmission of electric current along, under and upon the streets, avenues, alleys and public places in the City of Boone, Boone County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Boone, Boone County, Iowa, for the period of twenty-five (25) years; and granting the right of eminent domain.

BE IT ORDAINED BY THE City Council of the City of Boone, Boone County, Iowa:

Section 1. Grant.

There is hereby granted to the Company the right and franchise to acquire, construct, erect, maintain and operate in the City of Boone, Boone County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances or equipment and substations for the transmission of electric current (collectively, the "Facilities") along, under and upon the streets, avenues, alleys and public places in the City of Boone, Boone County, Iowa; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Boone, Boone County Iowa, for the period of twenty-five (25) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. City agrees to not permit or grant approval for any development or construction that would result in the Company's facilities violating the National Electric Safety Code, as it exists at the time of the permit or approval.

Section 2. Indemnification.

The Facilities shall be placed and maintained so as not to unnecessarily interfere with the travel on the streets, alleys, and public places in the City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the Company shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the erection or maintenance of the transmission system.

Section 3. Relocation.

Except as provided herein below, the Company shall, at its cost and expense, locate and relocate its Facilities in, on, over or under any public street or alley in the City of Boone in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City orders or requests the Company to relocate its Facilities for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, and such relocation is necessary to prevent interference and not merely for the convenience of the City or other non-public entity, the Company shall receive payment for the cost of such relocation as a precondition to relocating its Facilities. The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternate location for the Company's Facilities. The City shall give the Company reasonable advance written notice to vacate a public right-of-way.

Vacating a public right-of-way shall not deprive the Company of its right to operate and maintain existing Facilities until the reasonable cost of relocating the same are paid to the Company.

Section 4. Modern System.

The system authorized by this Ordinance shall be modern and up-to-date and shall be kept in a modern and up-to-date condition.

Section 5. Pruning.

To promote public safety in proximity to its Facilities and to maintain electric reliability, the Company is authorized and empowered to prune or remove at Company expense any trees or shrubs or parts thereto extending into any street, alley, right-of-way or public grounds. The pruning shall be completed in accordance with the then-current nationally accepted safety and utility industry standards, as revised and updated from time to time.

Section 6. Continuous Service.

Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 7. Non-exclusivity.

The franchise granted by this Ordinance shall not be exclusive.

Section 8. Undergrounding.

The City may request estimates for the undergrounding of replacement lines, upgrades or new lines, including lines to be adjusted for road moves or for other specific projects. When requested, the Company will provide to the City two estimates: 1) An estimate for the cost of the project with overhead construction and 2) An estimate for the cost of the project with underground construction. The City will have no more than 60 days from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for the project, the City will be responsible for the incremental cost of undergrounding, defined as the differential between the estimate for underground construction and the estimate for overhead construction. Upon receipt of the City's payment for the incremental cost of undergrounding, the Company will install the underground facilities. The Company reserves the right to bill City for the amount that the incremental cost associated with installation exceeds its estimate. The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Company to make such a request. The City shall cover all costs related to this work. If undergrounding of transmission lines requires entities interconnecting with the Company to make adjustments to their electrical systems, the City bears the responsibility of communication with those entities and, if it chooses, the cost of converting their facilities from overhead to underground. The Company reserves the right to review all of the City's communications with the affected entities.

ITC Midwest LLC and City of Boone
Electric Franchise Agreement

Section 9. Severability.

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, provision, or part thereof not adjudged invalid or unconstitutional.

Section 10. Term of Agreement.

The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the Company, as herein provided. The anniversary date shall be the date this franchise is filed with the City Clerk or otherwise becomes effective by operation of law.

Section 11. Publication Expenses.

The expense of the publication of this Ordinance shall be paid by the Company.

Section 12. Repeal of Conflicting Ordinances.

All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

Section 13. Acceptance.

The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

Section 14. Future Developments.

The City agrees it will not permit any real estate developments or land uses in the City that would cause the Company's Facilities to violate the setback or safety requirements of the National Electric Safety Code or any law, regulation or ordinance of the State of Iowa, Boone County or the City.

Section 15. Closing.

This Ordinance sets forth and constitutes the entire agreement between the Company and the City of Boone with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal any prior electric system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company. Notwithstanding the foregoing, in no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or that delay utility operations.

Attest: _____ Mayor of the City of Boone, Iowa

City Clerk of the City of Boone, Iowa

The place for said public hearing shall be _____

on the ____ day of _____ 2014 at _____ o'clock p.m.

**MINUTES OF Boone, IOWA, CITY COUNCIL PROCEEDINGS
RELATING TO THE ADOPTION OF
FRANCHISE ORDINANCE NO. _____**

_____, 2014

The City Council of the City of Boone, Boone County, Iowa, met in regular (special) session on the above date pursuant to the rules of said Council, the Mayor presiding and the Clerk recording:

Present: _____ Mayor and the following Council Members:

_____, _____,
_____, _____,
_____, _____

Absent: _____

Council Member _____ offered Ordinance No. _____, of which the following is a copy.

ORDINANCE NO. _____

An Ordinance granting to ITC MIDWEST LLC, a wholly owned subsidiary of ITC HOLDINGS CORP. , its successors and assigns (the "Company"), the right and franchise to acquire, construct, erect, maintain and operate in the City of Boone, Boone County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the transmission of electric current along, under and upon the streets, avenues, alleys and public places in the City of Boone, Boone County, Iowa; granting the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Boone, Boone County, Iowa, for the period of twenty-five (25) years; and granting the right of eminent domain.

BE IT ORDAINED BY THE City Council of the City of Boone, Boone County, Iowa:

Section 1. Grant.

There is hereby granted to the Company the right and franchise to acquire, construct, erect, maintain and operate in the City of Boone, Boone County, Iowa, a transmission system for electric power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances or equipment and substations for the transmission of electric current (collectively, the "Facilities") along, under and upon the streets, avenues, alleys and public places in the City of Boone, Boone County, Iowa; also the right to erect and maintain upon the streets, avenues, alleys and public places, transmission lines through the City of Boone, Boone County, Iowa, for the period of twenty-five (25) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

Section 2. Indemnification.

The Facilities shall be placed and maintained so as not to unnecessarily interfere with the travel on the streets, alleys, and public places in the City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the Company shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the erection or maintenance of the transmission system.

Section 3. Relocation.

Except as provided herein below, the Company shall, at its cost and expense, locate and relocate its Facilities in, on, over or under any public street or alley in the City of Boone in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of the street or alley or any public improvement of, in or about any such street or alley or reasonably promoting the efficient operation of any such improvement. If the City orders or requests the Company to relocate its Facilities for the primary benefit of a commercial or private project, or as the result of the initial request of a commercial or private developer or other non-public entity, and such relocation is necessary to prevent interference and not merely for the convenience of the City or other non-public entity, the Company shall receive payment for the cost of such relocation as a precondition to relocating its Facilities. The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternate location for the Company's Facilities. The City shall give the Company reasonable advance written notice to vacate a public right-of-way. Vacating a public right-of-way shall not deprive the Company of its right to operate and maintain existing Facilities until the reasonable cost of relocating the same are paid to the Company.

Section 4. Modern System.

The system authorized by this Ordinance shall be modern and up-to-date and shall be kept in a modern and up-to-date condition.

Section 5. Pruning.

To promote public safety in proximity to its Facilities and to maintain electric reliability, the Company is authorized and empowered to prune or remove at Company expense any trees or shrubs or parts thereto extending into any street, alley, right-of-way or public grounds. The pruning shall be completed in accordance with the then-current nationally accepted safety and utility industry standards, as revised and updated from time to time.

Section 6. Continuous Service.

Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, Acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 7. Non-exclusivity.

The franchise granted by this Ordinance shall not be exclusive.

Section 8. Undergrounding.

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Section 9. Severability.

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, provision, or part thereof not adjudged invalid or unconstitutional.

Section 10. Term of Agreement.

The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the Company, as herein provided. The anniversary date shall be the date this franchise is filed with the City Clerk or otherwise becomes effective by operation of law.

Section 11. Publication Expenses.

The expense of the publication of this Ordinance shall be paid by the Company.

Section 12. Repeal of Conflicting Ordinances.

All ordinances, or parts of ordinances, insofar as they are in direct conflict herewith, are hereby repealed.

Section 13. Acceptance.

The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from the passage of this Ordinance.

Section 14. Future Developments.

The City agrees it will not permit any real estate developments or land uses in the City that would cause the Company's Facilities to violate the setback or safety requirements of the National Electric Safety Code or any law, regulation or ordinance of the State of Iowa, Boone County or the City.

Section 15. Closing.

This Ordinance sets forth and constitutes the entire agreement between the Company and the City of Boone with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Upon acceptance by the Company, this Ordinance shall supersede, abrogate and repeal any prior electric system ordinance between the Company and the City as of the date this Ordinance is accepted by the Company. Notwithstanding the foregoing, in no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or that delay utility operations.

It was moved by Council Member _____ and seconded by Council Member _____ that said ordinance be placed upon its first reading.

UPON ROLL CALL, Council Members voted upon said motion as follows: (insert name and vote either "YES" or "NO")

_____, _____,
_____, _____,
_____, _____

_____ Members of the Council being present and having voted "YES," Mayor declared said motion carried, and said Ordinance No. _____ was placed upon its first reading and was read the first time.

Thereupon, it was moved by Council Member _____, and seconded by Council Member _____ that the laws and rules providing that ordinances shall be fully and distinctly read on three different days be suspended and dispensed with, and that Ordinance No. _____ be placed on its last reading.

UPON ROLL CALL, Council Members voted upon said motion as follows: (insert name and vote either "YES" or "NO")

_____, _____,
_____, _____,
_____, _____

_____ Members of the Council being present and having voted "YES," Mayor _____ declared the motion carried, and Ordinance No. _____ was then placed upon its last reading and was read the last time.

Thereupon, it was moved by Council Member _____, and seconded by Council Member _____ that Ordinance No. ____ be placed upon its final passage and passed.

UPON ROLL CALL, Council Members voted upon said motion as follows: (insert name and vote either "YES" or "NO")

_____, _____,

_____, _____,

_____ Members of the Council being present and having voted "YES," Mayor _____ declared the motion carried, and the Ordinance passed and adopted.

There being no further business before the meeting, on motion duly made, seconded and carried, the Council adjourned.

Mayor of the City of Boone, Boone County, Iowa

Attest: _____
City Clerk

(SEAL)

ANNOUNCEMENT OF PASSAGE OF ORDINANCE

The Boone, Iowa City Council met in Regular session at the _____ on
_____, 2014, at _____ o'clock p.m. with Mayor _____
_____ presiding and Council Members
_____, _____, _____,
_____, _____, _____
and _____ present.

An Ordinance relating to an electric franchise for ITC Midwest LLC ("Company") was read,
considered and adopted.

City Clerk

(SEAL)

CERTIFICATE OF CITY CLERK

I, City Clerk of the City of Boone, Boone County, Iowa, do hereby certify that Ordinance No. _____ was duly and legally adopted and passed by the City Council of the City of Boone, Boone County, Iowa, at a meeting held on the _____ day of _____, 2014; that it was on the same day signed by the Mayor; that it has been recorded in the Ordinance Books of the City and that the recording thereof has been signed by the Mayor and City Clerk. I further certify that:

- An Official Notice of Public Hearing was made on _____, 2014 for said Ordinance No. _____ ;
- The Official Notice for Ordinance No. _____ included the full text of said ordinance or stated the full text of said ordinance was available in the City Clerk’s Office;
- A Public Hearing was held for said Ordinance No. _____ on _____, 2014;
- Notice of passage of said Ordinance No. _____ was made on _____, 2014, by posting the Announcement of Passage of Ordinance in three legally designated locations in the City of Boone, Boone County, Iowa.

WITNESS my hand and the City seal this _____ day of _____, 2014

Clerk for the City of Boone,
Boone County, Iowa

(SEAL)

ITC MIDWEST LLC
123 Fifth Street SE
Cedar Rapids, IA 52401
www.itctransco.com

ACCEPTANCE

TO THE CITY CLERK
TOWN OF Boone, IOWA:

ITC MIDWEST LLC hereby accepts the electric franchise granted it by Ordinance No. “ordinance number” of the City of Boone, Iowa. This Acceptance is intended to be in accordance and compliance with the terms and provisions of said Ordinance.

Dated this ____ day of _____, 2014

ITC MIDWEST LLC, a Michigan limited liability company

By: ITC Holdings Corp., a Michigan corporation, its sole member

By: _____
Douglas C. Collins, Vice President

ATTEST: _____

I, _____, City Clerk of the City of Boone, Iowa, do hereby certify that on the ____ day of _____, 2014 there was filed in my office by ITC Midwest LLC, the Acceptance of the electric franchise granted by Ordinance No. “Ordinance number” of the City of Boone, Iowa, and that the foregoing is a true copy of said Acceptance so signed.

Dated at Boone, Iowa, this ____ day of _____, 2014.

City Clerk of the City of Boone, Iowa

(SEAL)

The Statistical Story

Total Patron Visits: 107,701
 Questions answered: 11,781
 Library Card holders: 7,911
 Total Checkout: 164,661
 Hours open: 2,800
 Number of library programs: 538
 Library Program attendees: 11,412
 Number of computers used: 19,042
 Number of computers for public: 17
 Meeting room reservations: 188

Goals met for Fiscal Year:

- Increased materials budget to ensure reaccreditation
- Added more electronic collections
- Enhanced existing collaborations and explored different funding including grants to support special projects

Ongoing accomplishments:

Increased marketing of library services to the community by providing monthly electronic newsletters and articles to *Boone Living*, writing and submitting information to the newspaper and updating social media for better visibility. Increased outreach programs to daycares, preschools, schools and community agencies and organizations. Reaching out into the community is important in providing services to all who might not have access to coming into the library. We also reach customers who are unfamiliar with the library and all that we offer. We are offering more “special programs” to excite and encourage literacy. We had our first Family Resource Fair!

Collection Holdings

Books: 62,548
 E-book subscription: 15,552
 Audio materials 11,270
 Video materials 4,781
 Other materials 1,135
 Periodical Subscriptions 79

Total physical and downloadable volumes held at end of year: 97,287

Materials Added

Books: 3,137
 Video: 354
 Audio: 238
 Other: 23
 Total 3,752

Key Priorities for next Fiscal Year:

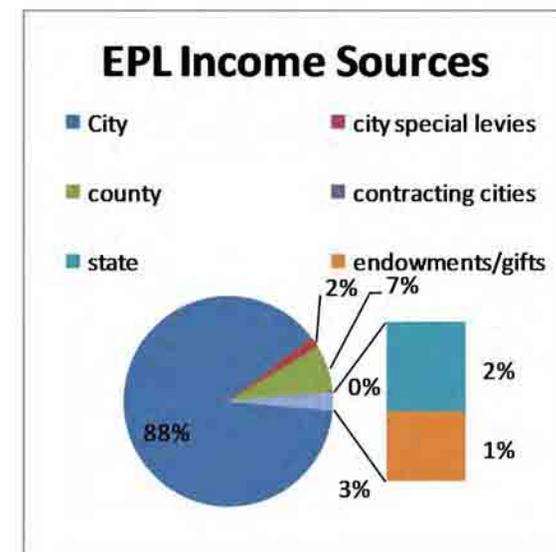
- Focus on building issues, mechanical equipment and repairs to help maintain the building.
- Improve technology infrastructure to support better services.
- Foster and strengthen collaborative partnerships to better serve the community.

Future Goals

Continue to seek out ways for the library to be the hub of the community and a place for a wide range of community activities. Advance fundraising and bequests with Friends and the Library’s memorial account to help increase future funding.

INCOME

Total City income received: \$558,488
 City special levies, LOST: \$10,854
 Total County income received: \$45,110
 Income from contracting cities: \$1,052
 State income from Iowa Lib Svc. \$9,972
 Endowments/gifts: \$7,619
 Fines/Fees received: \$17,999



EXPENDITURES

Salaries and Wages: \$254,710
 Benefits: \$109,729
 Print Materials: \$30,920
 Electronic Materials: \$5,061
 Audio Materials: \$3,250
 Video: \$4,961
 Other: \$470
 All other operating expenditures: \$187,826

Library Staff

Full Time Staff:

Jamie Williams	Director
Cathy Cottrell	Adult Services Librarian
Meg Manatt	Children's Assistant
Matt Mick	Programming & Outreach Librarian
Olivia Petersen	Adult Services Coordinator
Zach Stier	Children's Librarian

Part Time Staff:

Catherine Anderson	Library Page
Sue Backous	Library Assistant
Sue Duffee	Library Assistant
Khrysty Elsberry	Library Page
Melinda Gorman	Library Assistant
Marla Gorshe	Library Assistant
Ronda Kelley	Library Assistant
Dana Kokjohn	Library Page
Karen Kiesel	Library Page
Andrea Stoulil	Library Assistant
Jan Weedman	Library Assistant

Library Board of Trustees

Patrick Kokjohn, President
Dr. Joshua Anderson
Jeff Gano
Marilyn Jordan
Meredith Mahoney Nerem,
Penelope Miller
Susan Posch
Ken Walter
Jennifer Wright

Hours:

Monday and Tuesday	9am-8pm
Wednesday—Friday	9am-6pm
Saturday	9am-3pm

Ericson Public Library
702 Greene Street
Boone, Iowa 50036

Phone: 515-432-3727
Fax: 515-432-1103
Email: ericson@boone.lib.ia.us
www.boone.lib.ia.us

Ericson Public Library

Annual Report 2013-2014



Enriching lives since 1885

Director's Report
Ericson Public Library
October 20, 2014

1. The circulation for September was 13,822. Computer usage was 1,433. The meeting room was used 9 times with attendance of 67.
2. The library received \$224.00 from the sale of discarded and donated adult books/videos, \$21.00 for the sale of discarded and donated children's items and \$11.00 in general donations. The library also deposited \$2000.00 from the Friends for the Summer's Library Programs. The library received \$10.00 from the Boone Womans Club in memory of Char Wilkening and \$500.00 in memory of Joy Davis. We deposited \$262.64 in the Friends book sales account.
3. The State Library's Annual Survey is now complete and has been submitted. Data submitted in the Annual Survey is used on the local, regional, state, and federal levels. Filing a complete annual survey is one of the requirements to receive Enrich Iowa: Direct State Aid funding. After submitting the state survey, the data is used for an Annual Report to the City Council. Boone Code 22.09 requires an Annual Report at the end of the fiscal year. This will be presented at the Council meeting October 20th.
4. The upcoming months I will work through the State Library's reaccreditation process and documentation. I have a copy of the application if you are interested in looking at it.
5. Central States Roofing completed patch repair work to the roof in October. This will help with the wall moisture and leaking in the main front stairway. I am still waiting for a quote on repairing the failed joints. August was when he initially looked at it; Chris indicated that he is still working on an estimate. As soon as we can repair the moisture issue I will begin contacting companies for pricing on repainting.
6. The training with Officer Powers went well with staff and promoted safer protocols. I will evaluate our emergency/safety procedures and incorporate some of what we learned.
7. The front entry way left light was rewired by Brown Electric to make the light operational again. The broken globes were also replaced. Darwin has replaced all the ballasts and lamps throughout all floors that were out. He has also changed all the filters in the air handling units. We did have a chiller repair from Kruck on a day that it was 90 degrees in my office that required a new sensor to the outside chiller unit.
8. The library currently has a Love Your Library Logo contest going on. It will go from October to December 1st. We do not have a logo. By encouraging people in our community to come up with ideas and be creative I think it will have more meaning to our library and provide more visibility for the library out in the public.
9. We will start a subscription to Ancestry.com Library edition in December. We will coordinate some genealogy programming that month as well to garner interest and promote the new online resource.

10. EPL librarians met with other county librarians the beginning of October and discussed ways in which we could collaborate with each other. This has been our second meeting. With county funding below the state average, the purpose of the meetings have been to provide an opportunity in which Boone County librarians can find support, express concerns, exchange ideas, promote cooperation and generally work together to fund and implement better library services for the residents of Boone County. Discussion on ways in which we could share costs for programming especially in the summer and raise awareness of county wide library services was a primary concern. It was agreed that we would apply for grants for the 2015 Summer Reading Program and share presenters in an effort to provide better and more cost effective programs.

11. A majority of full time staff will be out October 22-24 for the Iowa Library Association Conference. I will off October 27th and 28th. If anything should come up Olivia will be checking in with me or feel free to call or email.

PROJECT NO. STP-S-C008(66)-5E-08
 LENGTH OF CITY PORTION: 2107.70 L.F.
 LENGTH OF COUNTY PORTION: 5776.0 L.F.
 ON E-41 OR OLD HIGHWAY 30
 COST ESTIMATE - 7/18/14

NO.	ITEM	CITY QTY.	COUNTY QTY.	UNITS	UNIT PRICE	CITY ESTIMATE	COUNTY ESTIMATE	TOTAL AMOUNT
1	EXCAVATION CLASS 13 (REMOVE BERM)	50.0		C.Y	17.00	\$850.00		\$850.00
2	WASTE CLASS 13 (WIDENING AND BERM)	342.0		S.Y.	15.00	\$5,130.00		\$5,130.00
3	GRANULAR SHOULDERS, TYPE B	432.5	2300.0	TONS	30.00	\$12,975.00	\$69,000.00	\$81,975.00
4	CLEANING AND PREPARATION OF BASE	0.4	1.10	MILES	600.00	\$240.00	\$660.00	\$900.00
5	PAVEMENT SCARIFICATION (EAST END)	343.3	366.7	S.Y.	17.00	\$5,836.10	\$6,233.90	\$12,070.00
6	HOT MIX ASPHALT 300,000 ESAL	1300.0	3700.0	TON	45.00	\$58,500.00	\$166,500.00	\$225,000.00
7	ASPHALT BINDER, PG 58-28	78.0	222.0	TON	600.00	\$46,800.00	\$133,200.00	\$180,000.00
8	PAYMENT ADJUSTMENT (LAB VOIDS)	1.0	1.0	EACH	3,000.00	\$3,000.00	\$3,000.00	\$6,000.00
9	PAYMENT ADJUSTMENT (FIELD VOIDS)	1.0	1.0	EACH	3,000.00	\$3,000.00	\$3,000.00	\$6,000.00
10	HMA PAVEMENT SAMPLES	0.30	0.70	LUMP SUM	2,000.00	\$600.00	\$1,400.00	\$2,000.00
11	EXCAVATION CLASS 13 (WIDENING)	291.5		C.Y	25.00	\$7,287.50		\$7,287.50
12	BASE WIDENING 10" HMA	1053.9		S.Y.	70.00	\$73,773.00		\$73,773.00
13	COLD IN-PLACE RECYCLED ASPHALT PVM'T	4968.2	13753.0	S.Y.	2.00	\$9,936.40	\$27,506.00	\$37,442.40
14	ASPHALT STABILIZING AGENT (FOAMED)	21.86	60.5	TON	630.00	\$13,771.80	\$38,115.00	\$51,886.80
15	REMOVAL OF GUARDRAIL		575.0	L.F.	23.00		\$13,225.00	\$13,225.00
16	STEEL BEAM GUARDRAIL		275.0	L.F.	25.00		\$6,875.00	\$6,875.00
17	STEEL BEAM GUARDRAIL END TERMINAL		6.0	EACH	3,550.00		\$21,300.00	\$21,300.00
18	FABRIC, ENGINEERING	1404.0		S.Y.	5.00	\$7,020.00		\$7,020.00
19	PAVEMENT REMOVAL	46.9	20.4	S.Y.	70.00	\$3,283.00	\$1,428.00	\$4,711.00
20	PAINTED PAVEMENT MARKINGS	168.5	335.5	STA.	10.00	\$1,685.00	\$3,355.00	\$5,040.00
21	TRAFFIC CONTROL	0.30	0.70	LUMP SUM	6,000.00	\$1,800.00	\$4,200.00	\$6,000.00
22	FLAGGERS	20.0	6.0	EACH	340.00	\$6,800.00	\$2,040.00	\$8,840.00
23	PILOT CAR	4.0	3.0	EACH	500.00	\$2,000.00	\$1,500.00	\$3,500.00
24	MOBILIZATION	0.30	0.70	LUMP SUM	35,000.00	\$10,500.00	\$24,500.00	\$35,000.00
TOTAL						\$274,787.80	\$527,037.90	\$801,825.70

Letting Date February 17, 2015

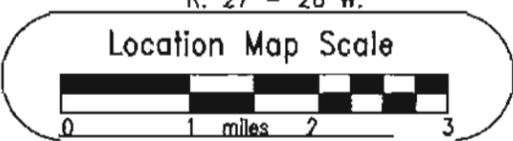
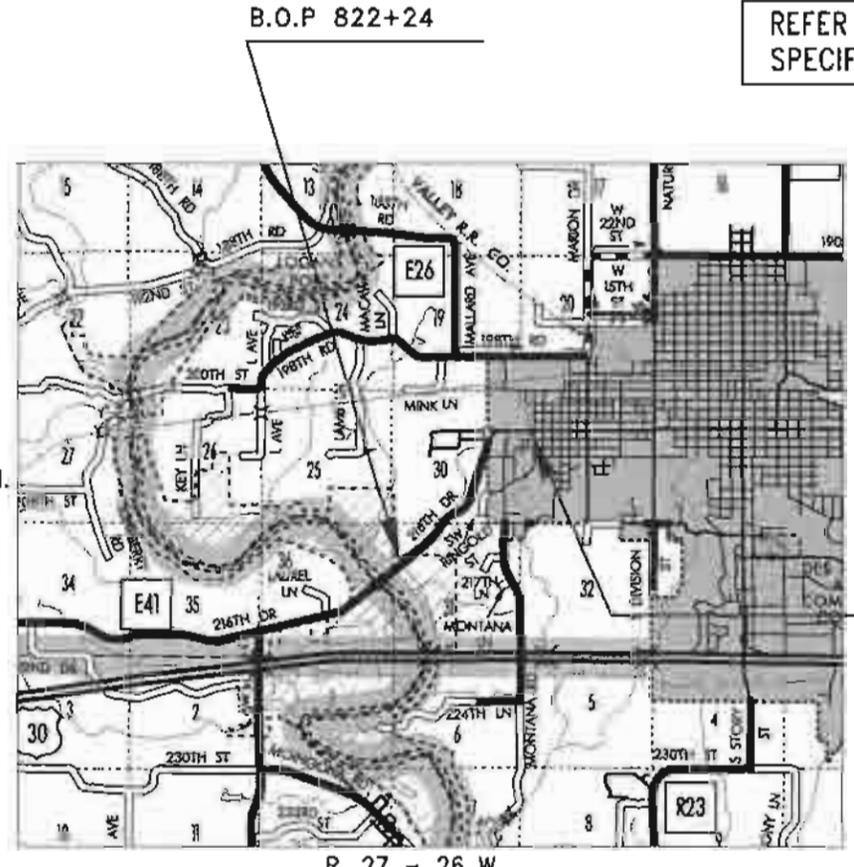
PROJECT TRAFFIC CONTROL NOTE

THIS ROAD WILL BE OPEN TO ONE LANE TRAFFIC DURING CONSTRUCTION HOURS AND REOPENED TO TWO LANE TRAFFIC AT THE END OF EACH WORK DAY. LOCAL TRAFFIC TO ADJACENT PROPERTIES SHALL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.08 OF THE CURRENT STANDARD SPECIFICATIONS. TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, SIGNING, AND PAVEMENT MARKINGS SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 130. SEE THE TRAFFIC CONTROL PLAN ON SHEET NO. 4.

IOWA
 DEPARTMENT OF TRANSPORTATION
Planning and Programming Division
 PLANS OF PROPOSED IMPROVEMENT ON THE
FARM-TO-MARKET SYSTEM
BOONE COUNTY &
CITY OF BOONE
 PROJECT NO. STP-S-C008(66)--5E-08
 HMA RESURFACING WITH COLD
 IN-PLACE RECYCLING
 ON E-41 WEST FROM RINGOLD STREET TO
 A POINT 1.1 MILES WEST OF BOONE'S CORP. LIMITS

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.

Scales: As Noted



2011 A.D.T 1910 V.P.D

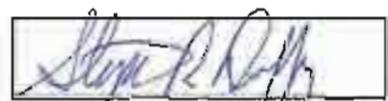


Project Number: STP-S-C008(66)--5E-08

INDEX OF SHEETS	
No.	Description
1.	TITLE SHEET INCLUDING LOCATION MAP, MILEAGE SUMMARY AND STANDARD PLANS LISTING.
2.	ESTIMATE OF QUANTITIES, ESTIMATE REFERENCE INFORMATION
3.	TYPICAL CROSS SECTION
4.	TABULATIONS, TRAFFIC CONTROL PLAN
5.	EXCAVATION DETAILS

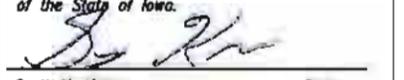
MILEAGE SUMMARY			
Div.	Location	Lin. Ft.	Miles
1.	Division I County Portion STA. 822+24 TO STA. 880+00	5,776	1.09
2.	Division II City Portion STA. 880+00 TO STA. 901+07	2,107	0.39
TOTAL NET LENGTH OF PROJECT		7,883	1.48

ROAD STANDARD PLANS					
The following Standard Plans shall be considered applicable to construction work on this project.					
Ident.	Date	Ident.	Date	Ident.	Date
BA-200	10-18-11	TC-233	10-21-14		
BA-205	10-18-11	TC-282	4-19-11		
BA-251	10-18-11	SI-211	10-19-10		
PV-202	4-16-13	SI-881	10-15-13		
PV-203	10-15-13				
TC-1	4-16-13				
TC-212	4-16-13				
TC-214	4-16-13				




 Approved
 Board of Supervisors



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

 Scott H. Kruse Date 2014
 My license renewal date is Dec. 31, 2014
 Pages or sheets covered by this seal: 1-5 OF 5

ESTIMATE OF QUANTITIES

ITEM NO.	CODE NO.	ITEM DESCRIPTION	UNITS	COUNTY DIVISION I	CITY DIVISION II	TOTAL
1.	2102-2713070	EXCAVATION CLASS 13, ROADWAY AND BORROW	C.Y.		50.0	50.0
2.	2102-2713090	EXCAVATION CLASS 13, WASTE	C.Y.		342.0	342.0
3.	2121-7425020	GRANULAR SHOULDERS, TYPE B	TON	2,300.0	432.5	2,732.5
4.	2212-0475095	CLEANING AND PREPARATION OF BASE	MILES	1.1	0.4	1.5
5.	2213-2713300	EXCAVATION CLASS 13 (WIDENING)	C.Y.		291.5	291.5
6.	2213-8201100	BASE WIDENING 10" HMA	S.Y.		1,053.9	1,053.9
7.	2214-5145150	PAVEMENT SCARIFICATION	S.Y.	366.7	343.3	710.0
8.	2303-0023500	HMA (300,000 ESAL), INTERMEDIATE OR SURFACE COURSE, 1/2 IN. MIX, NO SPCL FRICTION REQ.	TON	3,700.0	1,300.0	5,000.0
9.	2303-0246422	ASPHALT BINDER, PG 64-22	TON	222.0	78.0	300.0
10.	2303-6911000	HMA PAVEMENT SAMPLES	LUMP SUM	0.7	0.3	1.0
11.	2303-7000610	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LAB VOIDS (FORMULA-BY PAY FACTOR)	EACH	1.0	1.0	2.0
12.	2303-7000620	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FIELD VOIDS (FORMULA-BY PAY FACTOR)	EACH	1.0	1.0	2.0
13.	2318-1001100	COLD IN-PLACE RECYCLED ASPHALT PAVEMENT	S.Y.	13753.0	4,968.2	18721.2
14.	2318-1001224	ASPHALT STABILIZING AGENT (FOAMED ASPHALT)	TON	60.5	21.8	82.36
15.	2505-4008120	REMOVAL OF STEEL BEAM GUARDRAIL	LF.	575.0		575.0
16.	2505-4008300	STEEL BEAM GUARDRAIL	LF.	275.0		275.0
17.	2505-4021700	STEEL BEAM GUARDRAIL, END TERMINAL	EACH	6.0		6.0
18.	2507-3250005	ENGINEERING FABRIC	S.Y.		1,404.0	1,404.0
19.	2510-6745850	REMOVAL OF PAVEMENT	S.Y.	20.4	46.9	67.1
20.	2527-9263109	PAINTED PAVEMENT MARKINGS	STA	335.8	168.5	504.3
21.	2528-8445110	TRAFFIC CONTROL	LUMP SUM	0.7	0.3	1.0
22.	2525-8445113	FLAGGERS	EACH	SEE PROP.	SEE PROP.	SEE PROP.
23.	2528-8445115	PILOT CAR	EACH	SEE PROP.	SEE PROP.	SEE PROP.
24.	2533-4980005	MOBILIZATION	LUMP SUM	0.7	0.3	1.0

ESTIMATE REFERENCE INFORMATION:

1. A. SEE SHEET 5 FOR DETAILS.
2. A. ALL CLASS 13 WASTE SHALL BECOME PROPERTY OF THE CONTRACTOR.
B. QUANTITY INCLUDES MATERIAL FROM ITEMS 1 AND 5
3. A. INCLUDES 71 TONS FOR DRIVES AND SIDE ROADS.
5. A. BASE WIDENING SHALL OCCUR AFTER COLD-IN-PLACE RECYCLE
7. A. PAVEMENT SCARIFICATION TAKES PLACE AT 4 LOCATIONS. FOR DETAILS SEE TAB 730B ON SHEET 4.
B.O.P. 366.7 S.Y. (HMA)
WEST 3RD EXT. 107 S.Y. (HMA)
MONTANA ROAD 53 S.Y. (PCC)
E.O.P. 183.3 S.Y. (HMA)
B. COLD IN PLACE RECYCLE SHALL BE COMPLETED PRIOR TO ANY SCARIFICATION
SEE SHEET 4 FOR DETAILS
8. A. SEE TYPICAL SECTIONS ON SHEET 3 FOR DETAILS.
B. MIX SHALL CONTAIN TYPE B AGGREGATE WITH A MINIMUM OF 45% CRUSHED PARTICLES.
C. QUANTITIES INCLUDE 127 TONS FOR ENTRANCES AND SIDE ROAD FILLETS
9. A. BINDER CALCULATED @ 6.00% FOR ESTIMATING PURPOSES.
11. A. PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LABORATORY VOIDS (FORMULA- BY PAY FACTOR)
12. A. PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FIELD VOIDS (FORMULA- BY PAY FACTOR)
13. A. SEE TYPICAL SECTIONS ON SHEET 3 FOR DETAILS.
B. THE ENTIRE WIDTH OF THE EXISTING PAVEMENT SHALL BE MILLED AND LAID BACK DOWN.
C. BOONE COUNTY WILL LET PAVING OPERATIONS BEGIN AFTER 10 DAYS IF THE RESIDUAL MOISTURE DOES NOT DROP BELOW 2% IN THAT TIME.
14. A. ASPHALT STABILIZING AGENT SHALL BE FOAMED ASPHALT.
B. RATE TO BE 0.0011 TONS PER SQUARE YARD PER INCH OF COMPACTED THICKNESS.
C. RATE SUBJECT TO CHANGE DURING CONSTRUCTION.
- 15-17. A. SEE GUARDRAIL TABULATION ON SHEET 4
B. BOONE COUNTY WOULD LIKE TO USE THEIR OWN FORCES TO TRANSPORT AND STOCKPILE THE GUARDRAIL ITEMS THAT ARE REMOVED FROM THE PROJECT. BOONE COUNTY WILL PICK UP THE MATERIAL FROM THE SITE AND STOCKPILE IT ON THEIR OWN. BOONE COUNTY WILL WORK OUT THE DETAILS WITH THE GUARDRAIL CONTRACTOR.
18. A. 3' WIDE STRIPS OF FABRIC SHALL BE LAID DOWN OVER THE JOINT BETWEEN THE WIDENING AND THE EXISTING SLAB TO HELP PREVENT REFLECTIVE CRACKING.
19. A. PORTIONS OF THREE CONCRETE DRIVES SHALL BE REMOVED PRIOR TO RECYCLING OF MAINLINE
1237 216TH DR. (20.4 S.Y.)
1513 W. MAMIE EISENHOWER DR. (30.2 S.Y.)
1503 W. MAMIE EISENHOWER DR. (16.7 S.Y.)
B. ALL MATERIAL TO PROVIDE TEMPORARY ACCESS SHALL BE INCLUDED IN THE UNIT COST OF PAVEMENT REMOVAL.
C. REMOVAL OF THE MATERIAL FOR TEMPORARY ACCESS SHALL ALSO BE INCLUDED IN THE UNIT COST OF PAVEMENT REMOVAL.
20. A. SEE PAVEMENT MARKING TABULATION ON SHEET 4 FOR DETAILS.
B. INCLUDES QUANTITY FOR TEMPORARY MARKINGS, WHICH IS 1 APPLICATION FOR CIPR AND 1 APPLICATION FOR 1ST HMA LIFT. IF MORE ARE NEEDED AS A RESULT OF CONSTRUCTION DAMAGE, IT WILL BE AT THE CONTRACTORS EXPENSE. TEMPORARY MARKINGS SHALL BE COMPLETED EACH DAY.
C. A THREE GUN SYSTEM SHALL BE USED FOR THE FINAL CENTERLINE MARKINGS.

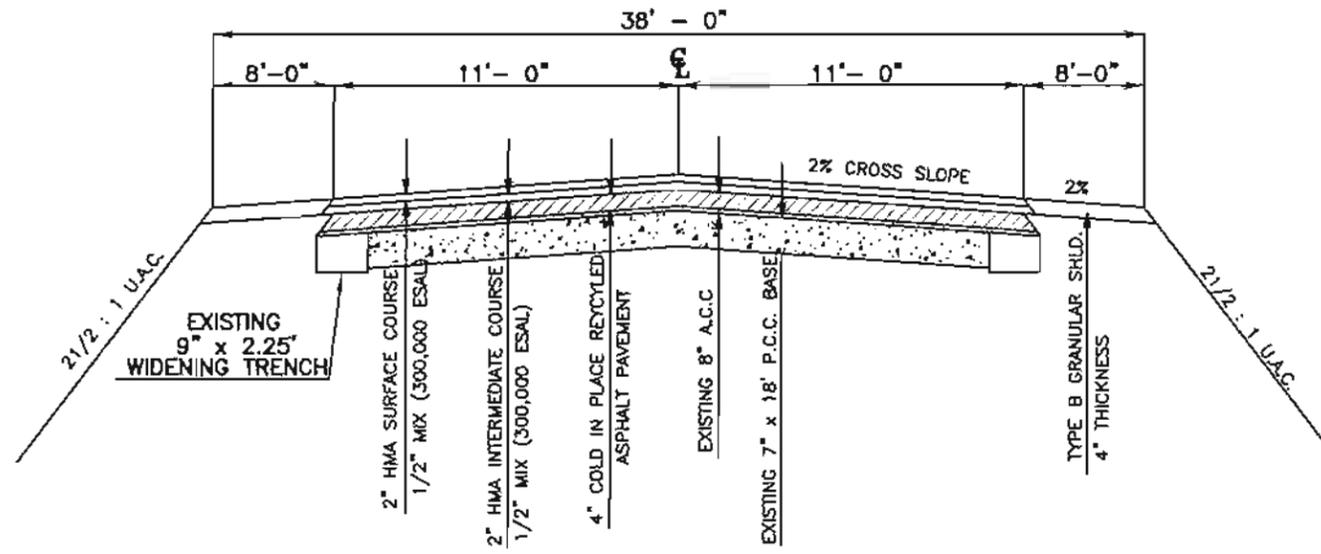
REFER TO SPECIFICATION 2527.03
21. A. SEE TRAFFIC CONTROL PLAN ON SHEET 4.

GENERAL NOTES:

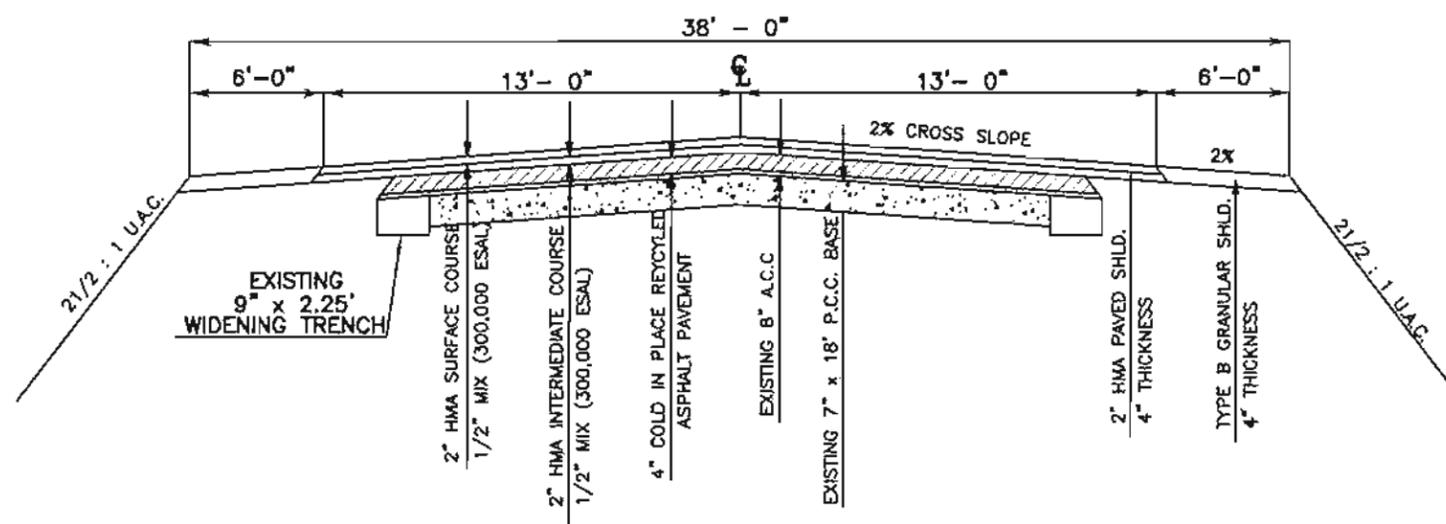
- A. ARTICLE 2316, SMOOTHNESS, SHALL NOT APPLY.
- B. THE CONTRACTOR SHALL PROVIDE ALL LAB AND FIELD TESTING FOR COLD IN-PLACE RECYCLING.
- C. ANY ADDITIONAL HMA REQUIRED FOR PATCHING THE COLD IN PLACE RECYCLE MAT SHALL BE PAID FOR AT THE CONTRACT PRICE FOR ITEM 8 AND 9.
- D. QMA WILL BE USED ON THIS PROJECT. THE CONTRACTOR SHALL PROVIDE CERTIFIED PLANT INSPECTION. NO FIELD LAB WILL BE REQUIRED.
- E. ALL HOT MIX ASPHALT AND OTHER BITUMINOUS MATERIALS NOT INCORPORATED INTO THE PROJECT SHALL BECOME PROPERTY OF THE CONTRACTOR AND MAY BE DISPOSED OF AS FOLLOWS:
 1. THE CONTRACTOR HAS THE OPTION TO STOCKPILE HMA SCARIFIED MATERIAL AT THE CITY OF BOONE WASTE AREA LOCATED AT THE OLD LINDAHL SALVAGE YARD ON E-26 1/4 MILE WEST OF MARION STREET.
 2. ALL OTHER WORK AND DISPOSAL OF HMA AND BITUMINOUS MATERIALS SHALL BE IN ACCORDANCE WITH THE CURRENT DNR REGULATIONS.

ESTIMATE OF QUANTITIES
ESTIMATE REFERENCE INFORMATION
GENERAL NOTES

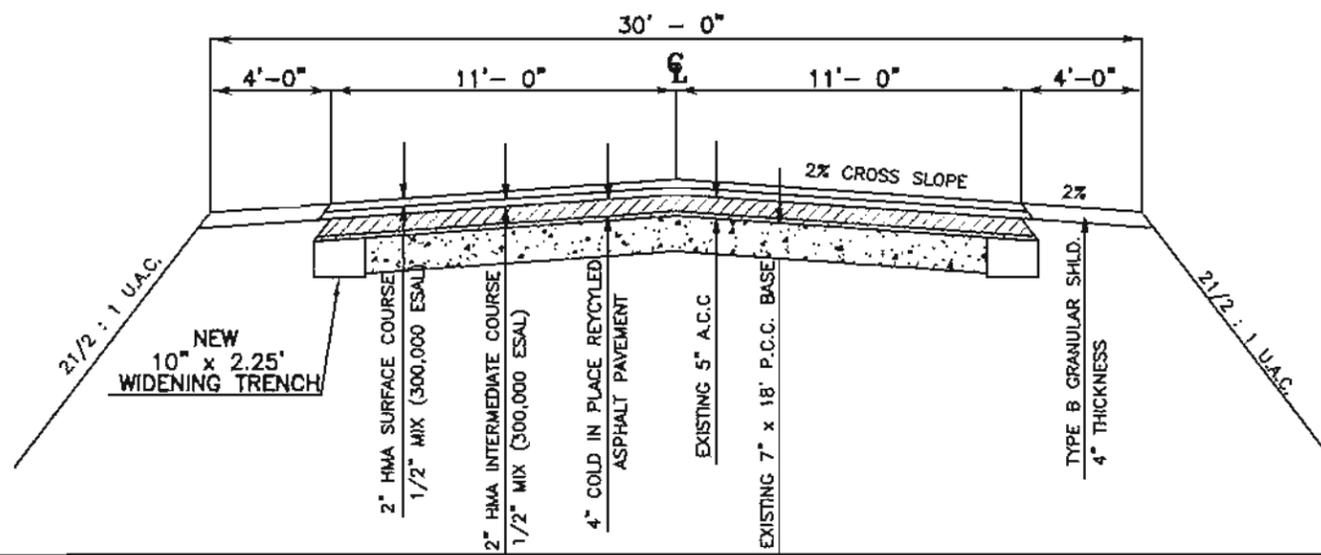
DIVISION I
 TYPICAL CROSS SECTION
 822+24.2-842+92.2
 867+92.2-880+00



DIVISION I
 TYPICAL CROSS SECTION
 842+92.2-867+92.2



DIVISION II
 TYPICAL CROSS SECTION
 880+00-901+07.2



TYPICAL CROSS SECTION

TABULATION OF PAVEMENT MARKINGS

10B-22
10-21-03

ROAD IDENTIFICATION	LOCATION		LENGTH (In Stations)																REMARKS
	STATION TO STATION	SIDE	②	③	⑤	⑥	⑦	⑧	⑨	⑩	⑪	⑫	⑬	⑭	⑮	⑯	⑰	⑱	
			L	R															
E-41	822+24 - 835+44		13.2																TEMPORARY PAINT ON CIPR
E-41	822+24 - 824+62	L			2.38														TEMPORARY PAINT ON CIPR
E-41	827+25 - 835+44	R			8.19														TEMPORARY PAINT ON CIPR
E-41	835+44 - 858+08			22.64															TEMPORARY PAINT ON CIPR
E-41	858+08 - 880+00		21.9																TEMPORARY PAINT ON CIPR
E-41	858+08 - 866+92	L			8.84														TEMPORARY PAINT ON CIPR
E-41	822+24 - 835+44		13.2																TEMPORARY PAINT ON INTERMEDIATE HMA COURSE
E-41	822+24 - 824+62	L			2.38														TEMPORARY PAINT ON INTERMEDIATE HMA COURSE
E-41	827+25 - 835+44	R			8.19														TEMPORARY PAINT ON INTERMEDIATE HMA COURSE
E-41	835+44 - 858+08			22.64															TEMPORARY PAINT ON INTERMEDIATE HMA COURSE
E-41	858+08 - 880+00		21.9																TEMPORARY PAINT ON INTERMEDIATE HMA COURSE
E-41	858+08 - 866+92	L			8.84														TEMPORARY PAINT ON INTERMEDIATE HMA COURSE
E-41	822+24 - 835+44		13.2																FINAL PAINT ON FINISHED HMA USING 3 GUN SYSTEM
E-41	822+24 - 824+62	L			2.38														FINAL PAINT ON FINISHED HMA USING 3 GUN SYSTEM
E-41	827+25 - 835+44	R			8.19														FINAL PAINT ON FINISHED HMA USING 3 GUN SYSTEM
E-41	835+44 - 858+08			22.64															FINAL PAINT ON FINISHED HMA USING 3 GUN SYSTEM
E-41	858+08 - 880+00		21.9																FINAL PAINT ON FINISHED HMA USING 3 GUN SYSTEM
E-41	858+08 - 866+92	L			8.84														FINAL PAINT ON FINISHED HMA USING 3 GUN SYSTEM
E-41	880+00 - 901+07			21.07															TEMPORARY PAINT ON CIPR
E-41	880+00 - 901+07			21.07															TEMPORARY PAINT ON INTERMEDIATE HMA COURSE
E-41	888+00 - 901+07			21.07															FINAL PAINT ON FINISHED HMA USING 3 GUN SYSTEM
E-41	EDGE LINE	L						78.76											FINAL PAINT ON FINISHED HMA USING 3 GUN SYSTEM
E-41	EDGE LINE	R						78.76											FINAL PAINT ON FINISHED HMA USING 3 GUN SYSTEM
	LENGTH SUBTOTALS		105.3	131.13	58.23			157.52											
	QUANTITY FACTORS		25	2	1	25	1	1	33	1	2	2	6	15					
	TOTALS		26.33	262.26	58.23			157.52											

STEEL BEAM GUARDRAIL FOR SIDE OBSTACLE (TWO-WAY PROTECTION)

Refer to SA 200, SA 201, SA 202, SA 203, SA 204, SA 205, SA 206, SA 207, SA 208, SA 209, SA 210, SA 211, SA 212, SA 213, and SA 214.

This Data Entry Sheet fills Tab D08-08 effective 10-18-17

No.	Direction of Traffic	Side	Station	Offset	Guardrail Length										Culvert Spanning	Delimiters and Object Markers			Steel Beam Guardrail				Remarks
					Approach Side (A)					Trailing Side (T)						Type	Type 1	Type 2	Type 3	Standard	Flared for Cable Connection	Adaptor	
					ET	VT _{2L}	VF _L	VT _{1L}	ET	VT _{2R}	VF _R	VT _{1R}	ET	Type		Type 1	Type 2	Type 3	Standard	Flared for Cable Connection	Adaptor		
1	EB	Left	822+24	17	125.8	0.0	58.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	5	1	0	0	125.8	2	0	0	NA
2	EB	Left	827+25	17	78.8	0.0	58.0	0.0	0.0	0.0	0.0	0.0	0.0	5	1	0	0	78.8	2	0	0	NA	
3	EB	Left	835+44	17	100.0	0.0	58.0	0.0	0.0	0.0	0.0	0.0	0.0	5	1	0	0	100.0	2	0	0	NA	

PAVEMENT SCARIFICATION DETAILS

Partial Speed Limit (mph)	Runout Ratio (ft per inch)
45 or More	50
30 to 45	25
Under 30	10

* Based on turning maneuvers at side roads and intersections.

Location Station: 7308

Materials: Cold in Place Recycled Material, In-Place HMA Material, Bridge, Rail Road Tracks, or Pavement Section.

Location Station	L	S	B	T	Remarks
R.O.P. 822+24.2	150	1.5	1.5	3.0	366.5 S.Y. Total
F.O.P. 901+07.2	75	1.5	1.5	3.0	183.3 S.Y. Total
West 3rd Ext. 887+38	80	1.5	1.5	3.0	187.0 S.Y. Total
Montana Rd. 891+52	39	1.5	1.5	3.0	53.0 S.Y. Total

SURFACE AND INTERMEDIATE NOTCH FOR DOUBLE COURSE RESURFACING

PROJECT TRAFFIC CONTROL PLAN

- TRAFFIC CONTROL ON THIS PROJECT SHALL BE IN ACCORDANCE WITH STANDARD ROAD PLANS AS SHOWN ON SHEET 1 FOR ADDITIONAL COMPLEMENTARY INFORMATION, REFER TO "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADAPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 130.
- ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED AND REMOVED BY THE CONTRACTOR.
- WHERE POSSIBLE, ALL POST MOUNTED SIGNS SHALL BE PLACED A MINIMUM OF 2 FEET CLEAR OF THE SHOULDER.
- THE LOCATION OF STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NON-WORKING HOURS SHALL BE AS APPROVED BY THE BOONE COUNTY ENGINEER.
- PROPOSED CHANGES IN THE TRAFFIC CONTROL PLAN SHALL BE REVIEWED AND APPROVED BY THE BOONE COUNTY ENGINEER.
- THE BID ITEM "TRAFFIC CONTROL" SHALL INCLUDE THE COST FOR ALL TRAFFIC CONTROL MEASURES REQUIRED OF THE CONTRACTOR, EXCEPT FOR THOSE WHICH ARE SEPARATE BID ITEMS OR ARE INCIDENTAL TO OTHER BID ITEMS.

PAVEMENT MARKING TABULATION
GAURDRAIL TABULATION
SCARIFICATION DETAILS AND TABULATION



W. 3RD ST. EXT.

MEADOW AVE.

W. 2ND ST. EXT.

216TH DR.

STA 883+03

STA 886+53

EXCAVATION CLASS 13
REMOVAL OF BERM
APPROXIMATELY 350' ALONG EDGE OF
ROADWAY AND AREA IS OF VARYING
DEPTHS THROUGHOUT.
APPROX. 50 C.Y.

PAVEMENT SCARIFICATION
107 S.Y.

STA 891+62
PAVEMENT SCARIFICATION
53 S.Y.



Professional Services Agreement
for Marion Street Reconstruction – Boone, Iowa.
Iowa DOT Project No. STP-U-0750(630)--27-08

This is an **AGREEMENT**, made as of the _____ day of _____ in the year _____;

by and **BETWEEN** the City of Boone, identified as the **Owner** ;

City of Boone
923 - 8th Street
Boone, Iowa 50036

and the **Consultant** ;

Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, Iowa 50131

for the following Project:

The **Owner** has decided to improve **Marion Street Reconstruction, Project No. STP-U-0750(630)--27-08** in accordance with the current Statewide Transportation Improvement Program. It has been determined that the **Owner** shall proceed with the preparation of final design, plans, specifications and estimates for the improvements, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT) and the Federal Highway Administration (FHWA) (when applicable).

The **Owner** desires to employ the **Consultant** to provide design survey, engineering and construction services in connection with the design and preparation of plans, specifications and estimates for the improvements. The **Consultant** is willing to perform such engineering work in accordance with the terms hereinafter provided and warrants that it is in compliance with Iowa statutes relating to the licensure of professional engineers.

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ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is:

Design and construction of the Marion Street Reconstruction Project.

1.2 Financial Parameters

1.2.1 The financial parameters are;

Amount of the **Owner's** budget for the **Consultant's** compensation is: \$49,450.00

1.2.2 Amount of the **Consultant's** budget for the subconsultants' compensation is: \$0.00

1.3 Project Team

1.3.1 The **Owner's** Designated Representative identified as the **Contract Administrator** is:

Wayne Schwartz, City Engineer

The **Contract Administrator** is the authorized representative, acting as liaison officer for the **Owner** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the **Contract Administrator** and shall be subject to the **Contract Administrator's** approval.

1.3.2 The **Consultant's** Designated Representative is:

Douglas Ernst, P.E. – Senior Project Manager

1.3.3 The subconsultants retained at the **Consultant's** expense are:

No Subconsultants required.

1.4 Time Parameters

1.4.1 Date to Proceed: **Consultant** is to begin work under this Agreement upon receipt of a written notice to proceed from the Owner.

1.4.2 Preliminary design plans shall be completed and accepted on or before November 18, 2014 or 45 calendar days after receiving the notice to proceed (whichever is greater).

1.4.3 The **Consultant** shall not begin final design activities until after the **Owner** has been notified by the Iowa DOT that FHWA Environmental Concurrence has been obtained. Upon receipt of such notice, the **Owner** will provide the **Consultant** notice to proceed with final design activities.

1.4.4 Final design, contract plans and specifications and estimates shall be completed and accepted on or before January 20, 2015 or 45 calendar days after receiving the notice to proceed with final design (whichever is greater).

1.4.5 Schedule*

The Consultant shall complete the scope of services in accordance with the schedule shown; assuming notice to proceed is issued by the City on or before October 7, 2014.

Consultant contract approval	October 6, 2014
Concept Statement Submittal (Iowa DOT)	October 14, 2014
Preliminary Plan Submittal (Iowa DOT)	November 18, 2014
Check Plan Submittal (Iowa DOT)	December 30, 2014
Final Plans and Project Development Cert	January 20, 2015
Project Letting (Iowa DOT)	April 21, 2015
Project Construction	Summer 2015

*If notice to proceed is given at a later date, time of completion shall be extended accordingly.

ARTICLE 2 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

- 2.1 **Enumeration of Parts of the Agreement.** This Agreement, including its attachments, represents the entire and integrated agreement between the **Owner** and the **Consultant** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the **Owner, Consultant**, Iowa DOT, and the FHWA (if applicable). This Agreement comprises the documents listed below.
- 2.1.1 The work to be performed by the **Consultant** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.
- 2.1.2 All services herein required and provided shall be in conformity with the applicable Iowa DOT Standards, Design Guides and Specifications and Title 23, Code of Federal Regulations, Part 625, as outlined in Attachment B. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.
- 2.1.3 Other documents as follows:
- .1 Fees and Payments – Attachment C
 - .2 Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Attachment D
 - .3 Certification of Consultant - Attachment E
 - .4 Certification of Owner - Attachment F

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement

- 3.1.1 For the **Consultant's** services as described under Article 2, compensation shall be computed in accordance with the Lump Sum compensation method, as defined in Attachment C.

3.2 Subconsultant

- 3.2.1 The **Consultant** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The **Consultant** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the **Contract Administrator**. The prime **Consultant** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime **Consultant** unless the **Contract Administrator** has given prior written approval and the Iowa DOT and the FHWA (when applicable) concurs.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

- 4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **Owner** and shall be delivered to the **Contract Administrator** upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitation on their future use by the **Owner**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **Owner's** sole risk and without liability or legal exposure to the **Consultant**.
- 4.1.2 The **Owner** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **Owner** upon completion of the services and payment in full of all moneys due to the **Consultant**.
- 4.1.3 The **Owner** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. All electronic files will be submitted to the **Owner** by the

Consultant on CD or other mutually agreed upon medium. Any change to these specifications by either the **Owner** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The **Owner** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the **Consultant** and electronic files, the signed construction documents shall govern.

4.1.5 The **Owner** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Revision of Plans

4.2.1 Drafts of work products shall be submitted to the **Contract Administrator** by the **Consultant** for review and comment. The comments received from the **Contract Administrator** and the reviewing agencies shall be incorporated by the **Consultant** prior to submission of the final work product by the **Consultant**. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work". Requests for changes on work products by the **Contract Administrator** shall be in writing. In the event there are no comments from the **Contract Administrator** or reviewing agencies to be incorporated by the **Consultant** into the final work product, the **Contract Administrator** shall immediately notify the **Consultant**, in writing, that the work product shall constitute "satisfactorily completed and accepted work".

4.2.2 In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking of the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **Owner**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during construction. The above and foregoing is not to be construed as a limitation of the **Owner's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

4.2.3 Should the **Contract Administrator** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the **Consultant** shall make such revisions if requested and directed by the **Contract Administrator** in writing. This work will be paid for as provided in Article 4.3.

4.3 Extra Work

4.3.1 If the **Consultant** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work", it shall promptly notify the **Contract Administrator** in writing to that effect. In the event that the **Contract Administrator** determines that such work does constitute "Extra Work", the **Owner** will provide extra compensation to the **Consultant** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. Unless written approval for "Extra Work" has been secured in advance from the **Contract Administrator**, and the Iowa DOT and the FHWA (when applicable) concurs, no claims will be allowed. However, the **Owner** shall have benefit of the service rendered.

4.4 Progress Meetings

4.4.1 From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the **Contract Administrator** to discuss details of the design and progress of the work. The **Consultant** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the **Contract Administrator**, to enable the **Contract Administrator** to pass judgment on the features and progress of the work.

4.5 Additional Plans

4.5.1 At the request of the **Contract Administrator**, the **Consultant** shall furnish sufficient prints of plans or other data in such detail as may be required, for the purposes of review of details and for plan-in-hand and field check inspections.

4.6 Termination of Agreement

- 4.6.1 In the event of the death of any member or partner of the **Consultant's** firm, the surviving members shall complete the work, unless otherwise mutually agreed upon by the **Owner** and the survivors.
- 4.6.2 The right is reserved by the **Owner** to terminate this Agreement at any time upon not less than thirty (30) days' written notice to the **Consultant**.
- 4.6.3 In the event the Agreement is terminated by the **Owner** without fault on the part of the **Consultant**, the **Consultant** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the **Contract Administrator** and to the **Consultant**. The **Consultant** shall be paid a portion of the fixed fee, plus actual costs. The portion of the fixed fee shall be based on the ratio of the actual costs incurred to the estimated actual costs contained in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the **Contract Administrator** in the termination notice, except that actual costs to be reimbursed shall not exceed the Estimated Actual costs, plus any authorized contingency.
- 4.6.4 In the event the Agreement is terminated by the **Owner** for fault on the part of the **Consultant**, the **Consultant** shall be paid only for work satisfactorily performed and delivered to the **Contract Administrator** up to the date established by the termination notice. After audit of the **Consultant's** actual costs to the date established by the **Contract Administrator** in the termination notice and after determination by the **Contract Administrator** of the amount of work satisfactorily performed, the **Contract Administrator** shall determine the amount to be paid to the **Consultant**.
- 4.6.5 The right is reserved by the **Owner** to suspend this Agreement at any time. The **Contract Administrator** may effect such suspension by giving the **Consultant** written notice, and it will be effective as of the date established in the suspension notice. Payment for the **Consultant's** services will be made by the **Owner** to the date of such suspension, in accordance with paragraph 4.6.3 above.
- 4.6.6 Should the **Owner** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the **Consultant**.
- 4.6.7 This Agreement will be considered completed when the construction of the project has progressed sufficiently to make it clear that the construction can be completed without further revisions in that work, or if the **Consultant** is released prior to such time by written notice from the **Contract Administrator**.

4.7 Extension of Time

- 4.7.1 The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the **Consultant**, but may be extended by the **Contract Administrator** in the event of a delay attributed to the **Owner** or the **Contract Administrator**, or because of unavoidable delays caused by an act of God, war, government actions, or similar causes beyond the reasonable control of the **Consultant**.

4.8 Mediation

- 4.8.1 In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the **Owner** and the **Consultant** agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The **Owner** and the **Consultant** further agree to include a similar mediation provision in all agreements with independent contractors and **Consultants** retained for the project and to require all independent contractors and **Consultants** also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

4.9 Arbitration

4.9.1 In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement in accordance with Paragraph 4.8, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and pursuant to the arbitration procedures set out in Iowa Code Chapter 679A. Any arbitration pursuant to this paragraph or mediation pursuant to Paragraph 4.8.1 shall occur in Polk County, Iowa.

4.10 Responsibility For Claims And Liability

4.10.1 The **Consultant** shall defend, indemnify and save harmless the Owner, the Iowa Department of Transportation, the State of Iowa, its agencies, agents, employees and assignees and the Federal Government from all claims and liabilities due to design error, omission or negligent act of the **Consultant**, its members, agents, stockholders, or employees in connection with performance of this Agreement.

4.11 Non-Raiding Clause

4.11.1 The **Consultant** shall not engage the services of any person or persons, then in the employment of the **Owner**, for work covered by this Agreement without the written consent of the employer of such person.

4.12 General Compliance With Laws

4.12.1 The **Consultant** shall comply with all Federal, State and Local laws and ordinances applicable to the work.

4.13 Subletting, Assignment Or Transfer

4.13.1 Subletting, assignment, or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the **Contract Administrator** and the Iowa DOT and the FHWA (when applicable) concurs.

4.14 Forbidding Use of Outside Agents

4.14.1 The **Consultant** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **Consultant**, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the **Owner** shall have the right to annul the Agreement without liability, or in its discretion to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, or counterpart fee.

4.15 Consultant's Endorsement On Plans

4.15.1 The **Consultant** shall endorse the completed computations prepared under this Agreement, and shall affix thereto the seal of a licensed professional engineer or architect, licensed to practice in the State of Iowa, in accordance with the current Code of Iowa.

4.16 Compliance With Title 49, Code Of Federal Regulations

4.16.1 During the performance of this Agreement, the **Consultant** and its assignees and successors in interest agree as follows:

4.16.1.1 Compliance with Regulations

4.16.1.1.1 The **Consultant** will comply with the regulations of the U.S. Department of Transportation, relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

4.16.1.2 Nondiscrimination

4.16.1.2.1 The **Consultant**, with regard to the work performed by it, will not discriminate on the grounds of race, religion, age, physical disability, color, sex or national origin in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The **Consultant** will not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in the Regulations.

4.16.1.3 Solicitation for Subconsultants, Including Procurement of Materials and Equipment

4.16.1.3.1 In all solicitations, either by competitive bidding or negotiation made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the **Consultant** of the **Consultant's** obligation under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, age, physical disability, sex, or national origin.

4.16.1.4 Disadvantaged Business Enterprises

4.16.1.4.1 The **Consultant** or its subconsultants agree(s) to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the **Consultant** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The **Consultant** and their subconsultants shall not discriminate on the basis of race, religion, age, physical disability, color, sex or national origin in the award and performance of U.S. DOT assisted contracts. If, as a condition of assistance, the Iowa DOT has submitted to the U.S. DOT, or the **Consultant** has submitted to the Iowa DOT, and the U.S. DOT or Department has approved a disadvantaged business enterprise affirmative action program which the Iowa DOT and/or **Consultant** agrees(s) to carry out, this program(s) is incorporated into this Agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement.

Upon notification to the **Consultant** of its failure to carry out the approved program, the **Owner**, the Iowa DOT, and/or the U.S. DOT shall impose sanctions, which may include termination of the Agreement or other measures that may affect the ability of the **Consultant** to obtain future U.S. DOT financial assistance. The **Consultant** or any of its subconsultants are hereby advised that failure to fully comply with the Iowa Department of Transportation's DBE Program shall constitute a breach of contract and may result in termination of this Agreement or agreement(s) by the **Owner** or such remedy as the **Owner** deems appropriate. Refer to Article 4.6 of the Agreement.

4.16.1.5 Information and Reports

4.16.1.5.1 The **Consultant** will provide all information and reports required by the regulations, orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **Owner**, the Iowa DOT, or the FHWA, to be pertinent to ascertain compliance with regulations, orders and instructions. Where any information required of a **Consultant** is in the exclusive possession of another who fails or refuses to furnish this information, the **Consultant** shall so certify to the **Owner**, the Iowa DOT, or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain information.

4.16.1.6 Sanctions for Noncompliance

4.16.1.6.1 In the event of the **Consultant's** noncompliance with the nondiscrimination provisions of this Agreement, the **Owner** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA, may determine to be appropriate, including, but not limited to:

...1.6.1.1 Withholding of payments to the **Consultant** under the Agreement until the **Consultant** complies, and/or

...1.6.1.2 Cancellation, termination or suspension of the Agreement, in whole or in part.

4.16.1.7 Incorporation of Provisions

4.16.1.7.1 The **Consultant** will include the provisions of Article 4.16.1.1 through 4.16.1.6 of this Agreement in every subagreement, including procurements of materials and lease of equipment, unless exempt by the regulations, orders or instructions issued pursuant thereto. The **Consultant** will take such action with respect to any subagreement or procurement as the **Owner**, Iowa DOT, or FHWA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a **Consultant** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the **Consultant** may request the **Owner**, the Iowa DOT, or the United States to enter into such litigation to protect the interests of the **Owner**, the Iowa DOT, and the United States, respectively.

4.17 Access To Records

4.17.1 The **Consultant** is to maintain all books, documents, papers, accounting records and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final payment under the Agreement, for inspection and audit by the **Owner**, Iowa DOT, FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

4.18 Iowa DOT and Federal Highway Administration Participation

4.18.1 The work under this Agreement shall be contingent upon and subject to the approval of the Iowa DOT and the Federal Highway Administration (if applicable). The Iowa DOT and the Federal Highway Administration shall have the right to participate in the conferences between the **Consultant** and the **Owner** and to participate in the review or examination of the work in progress.

4.19 Severability

If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

4.20 Choice of Law and Form

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this agreement, the exclusive jurisdiction for the proceeding shall be brought in the Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Owner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

Foth Infrastructure and Environment, LLC



Douglas Ernst, P.E.
Senior Project Manager

Date: 10/1/14 _____

City of Boone

Wayne Schwartz, P.E.
City Engineer

Date: _____

Iowa Department of Transportation

Accepted for FHWA Authorization*

By: _____
Gregg S. Durbin
Local Systems Engineer
District 1 Office

Date: _____

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

ATTACHMENT A Scope of Services

The work to be performed by the Consultant under this agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to complete analysis and design for the project.

The proposed Marion Street Reconstruction project will involve complete replacement of the existing 24-ft width pavement from and including the intersection of W10th Street to beginning of the south radius return of W12th Street (approx. 620-ft in length). The proposed consultant services include design and construction services for the project.

The scope of services to be performed by the Consultant shall be completed in accordance with generally accepted standards of practice and shall include the services to complete the following tasks for Phase 1 of the project:

TASK A – BASIC SERVICES OF THE ENGINEER

A1. PROJECT COORDINATION

1.1 Project Management

The project manager will be responsible for the development and tracking of the project plan for the project development. This includes task identification, staff scheduling and coordination, project communications, monthly progress reporting and invoicing, Consultant coordination and other important elements of the project. The project duration (design and construction) is assumed to be twelve (12) months.

1.2 Project Development Meetings.

Maintain communications with the project development team and various other designated representatives. The project development team will include the City of Boone and the project Consultant. Meet to review progress and to discuss specific elements of the project design. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, expedite design development and identify potential funding opportunities. For budget purposes, it is assumed two (2) meetings will be attended by one (1) staff members of the Consultant.

The following Project Review Meetings are included with the scope of work:

Conceptual Design Development – one (1) meeting
Preliminary Design Development - one (1) meeting

1.3 Public Involvement and Coordination – Task Not Included

1.4 Property Owner Meetings – Task Not Included

1.5 Utility Review and Coordination

The Consultant will review and coordinate with individual utility companies any specific conflicts with the roadway project. The coordination with utility companies will be to advise of the nature and extent of the improvements and address any potential conflicts with existing or proposed utility systems, and discuss preliminary/final design including project construction schedule. It is anticipated that the Consultant will coordinate with the various utility companies via phone/email and arrange for a field meeting with the appropriate utility company, if necessary.

1.6 Coordinate Environmental and Cultural Resource Review by Iowa DOT

The Consultant shall coordinate environmental and cultural resource review to be completed by the Iowa DOT.

A2. CONCEPTUAL DESIGN DEVELOPMENT

This task consists of conceptual design and planning for the street reconstruction improvements. The primary focus will be on determination of pavement section improvements and other project development activities. The conceptual design details will be used as a reference in preparing preliminary and final plans for the street reconstruction improvements. The Project Development Team will review the conceptual design details. Suggested revisions or design modifications would be addressed in the preliminary design phase. A brief memorandum with supporting marked-up details will serve to document completion of this task and acknowledgement of design changes to be executed in preliminary design phase.

2.1 Develop Typical Section.

In consultation with the Project Development Team, the Consultant will develop the typical reconstruction section for the street improvements. This task consists of preparation of typical sections and other design details.

2.2 Develop Reconstruction Plan.

Using an existing City aerial topographic mapping, a reconstruction plan exhibit will be developed to document the key elements of the proposed street reconstruction, including drainage, utility and construction staging which will be further developed and detailed in the preliminary design.

A3. DESIGN SURVEYS

The Consultant shall perform field and office tasks required to collect topographic information deemed necessary to complete the project. The specific survey tasks to be performed include the following:

3.1 - Control Survey

The Consultant will establish horizontal and vertical control for the Project area. Each permanent control point or benchmark shall have horizontal coordinates or elevation, recovery information and monument description. Accurate descriptions of the horizontal control points and benchmarks will be created and recorded on the plan sheets.

3.2 - Topographic Survey

The Consultant shall perform topographic surveys required for the development of the project. Horizontal and vertical accuracies shall be adequate to produce a map that is compatible with the topographic data for incorporation into the existing mapping.

3.3 - Utility Survey

The Consultant shall perform utility surveys required for the development of the project. Contact utility owners of record or the "one call" representative, request that buried utilities be marked in the field and obtain existing utility map. Establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Show utility name and describe the utility on the plans.

This task consists of field survey indicating the location of utilities within the existing right-of-way for the project. The Consultant shall field locate utility locations established by others; excavating to expose buried utilities is not part of this contract. Utilities to be surveyed include phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

3.4 - Right-of-Way Survey (Limited)

The Consultant shall perform limited right-of-way surveys required for the development of the project. The right-of-way surveys shall not be in-depth legal surveys for which acquisition plats are to be developed (plats are not required for this project).

This task includes a thorough search of City, County and State records to review all surveys of record pertaining to the survey corridor, including County Auditor's Subdivisions Plats, original government surveys, early surveys made by County Surveyors, all irregular land survey and road establishment records. Copies of such records are to be included in the project file for future reference.

This task also includes obtaining sufficient field data to locate or establish property lines affected by the project to enable the preparation of the improvement plans. This includes locating section corners, property pins, and visible lines of occupation such as fences, field divisions or any other lines, indicating possession. A diligent effort must be made to recover existing land corner monuments necessary to describe the right-of-way along the project corridor.

The task includes incorporation of property lines, right-of-way lines, and ownership of properties affected by the project into the base mapping for the project. The base mapping will identify the owners and approximate boundaries of all appropriate parcels within the survey limits.

A4. PRELIMINARY DESIGN PLANS

The Consultant shall prepare preliminary plans for construction of the project. Upon completion of the preliminary plans, the design plans will be approximately 50 percent complete. The work to be performed by the Consultant under Preliminary Design shall consist of the following tasks:

4.1 Plan Preparation - Title Sheet and Typical Sections (A and B Sheets)

Prepare title and typical section sheets for each of the proposed project segments. Include the mainline trail as applicable in typical sections.

4.2 Plan Preparation – Estimate of Quantities (C Sheets)

This task consists of a preliminary determination of the bid items to be included in the project, along with their appropriate tabulations.

4.3 Plan Preparation – Mainline Plan and Profile (D Sheets)

Prepare preliminary plan and profile drawings at a scale of 1"=40' horizontal. These drawings will show base mapping and proposed reconstruction limits.

4.4 Plan Preparation – Staging and Traffic Control (J Sheets)

This task consists of the developing a suitable plan for construction access and staging, including traffic control measures to be implemented during construction. The plan will include provisions for through traffic and temporary access to adjacent properties during construction. The traffic control devices, procedures, and layouts shall be as per the Manual on Uniform Traffic Control Devices (MUTCD).

4.5 Plan Preparation - Detailed Cross Sections (W Sheets)

This task consists of the design and drafting associated with the assembly of detailed cross sections (50' increments) to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

4.6 Project Budget Review

The Consultant shall prepare a preliminary opinion of probable construction cost for the project and compare the cost to the City's current Project budget. The Consultant shall if necessary make recommendations pertaining to modifications in the Project in order to address budgetary concerns. Preliminary cost estimates shall be based on representative major project elements and recent bid information. Detailed quantity takeoffs will not be developed for the preliminary cost estimate.

4.7 Quality Control - Plan Set

Involve ongoing quality control input from the Project Team and the design engineer's senior technical staff throughout the development of preliminary plans and documents for each project segment. The design engineer is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set to the Project Team.

Review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

4.8 Field Exam

A Field Exam will be held with the Project Development Team to discuss key issues and design concepts, including drainage, access control, traffic control/stage construction and right-of-way. The review will determine the completion of the plan design, identify needed adjustments to minimize potential property impact and confirm the proposed staging plans. Revisions will be noted for preparation of the final design. Completion of the Field Exam will allow preparation for the Field Exam.

4.9 Preliminary Plan Submittal to Iowa DOT

The Consultant shall submit preliminary plans to the Iowa DOT for review and approval.

A5. FINAL DESIGN PLANS

Following the completion of preliminary design and plan preparation the Consultant shall subsequently proceed with final design, contract drawings, special provisions, and estimates for the proposed improvements. The work tasks to be performed by the Consultant under Final design shall include the following:

5.1 Incorporate Comments from Preliminary Plan Review and Field Exam

The Consultant will respond to comments resulting from the Iowa DOT Preliminary Plan Review and Field Exam. Recommended modifications will be incorporated into the plan set.

5.2 Final Plan Preparation

Upon approval preliminary plans, the Consultant will prepare final plans, which will generally include the following tasks for this project:

Title Sheets (A Sheets) - This item consists of finalizing the title sheet. The title sheets will include the following: Index of Sheets, Index of Standard Road Plans, Mileage Summary, Legend, Location Map, Project Number, Letting Date and Design Designation

Typical Sections (B Sheets) - This item consists of final design and drafting of typical cross-sections and standard details to be utilized for the improvements.

Estimate of Quantities (C Sheets) - This item consists of final bid items to be included in the Project as well as final quantity tabulations and the development of the general notes and estimate reference information. This item also includes the final design and tabulation of the erosion control measures to be provided on the Project.

Mainline Plan and Profile (D Sheets) - This item consists of the final design and drafting of reconstruction plan and profile sheets, including the detail information required for plan approvals, and construction of the proposed improvements.

Staging and Traffic Control (J Sheets) - This item consists of final design and drafting of the construction traffic control plans.

Final Geometric Staking and Jointing (L Sheets) This item consists of the final design and drafting of jointing details, spot elevations, and geometric layouts for all non- typical pavement areas.

Final Design Cross-Sections (W Sheets) - This item consists of the final design and drafting of individual cross sections for the project. Cross sections will be designed and drawn at 50-foot maximum intervals, with additional cross-sections included as necessary. Cross sections will show the existing ground elevations as well as the final project grading, including fore slope and back slope information, special sub-grade treatments, ditches, pavement replacement, and other pertinent information.

5.3 Final Opinion of Probable Construction Cost

Prepare a final opinion of probable construction cost for the project. Final cost estimates shall be based on detailed quantity takeoffs and based on recent bid information.

5.4 Final Plan Submittal to Iowa DOT

The Consultant shall submit final plans to the Iowa DOT for review and approval.

5.5 Permitting Submittals (NPDES Permit)

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant shall (if necessary, >1 acre disturbed) prepare the following documents for the project:

- NPDES Stormwater Discharge Permit

Any **fees** for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the City. The Consultant shall provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant shall prepare the permit applications and other documentation.

A6. PROJECT LETTING (By the Iowa DOT)

6.1 Printing of Plans and Specifications – Task Not Included

The **Iowa DOT** shall copy/bind the plans and specifications, distribute bid documents and maintain a plan holders list during the bidding phase.

6.2 Notice of Project

The Consultant shall prepare of the formal Notice of Hearing and Letting. The Consultant shall also prepare an informal notice to contractors concerning the upcoming Project. The **City** shall handle publication and distribution of the notices.

6.3 Plan Clarification and Addenda

The bid letting shall be administered **by the Iowa DOT**. The Consultant shall assist the Iowa DOT during the bid period in answering questions regarding the design intent. The Iowa DOT shall prepare addenda as appropriate to interpret, clarify or expand the bidding documents. It is anticipated that the Iowa DOT will distribute the plan clarification information and addenda to the project plan holders.

6.4 Letting, Bid Tabs, and Award Recommendation

The **Iowa DOT** shall administer the project letting and preparation of the bid tabulations. The Consultant shall advise the Owner on the responsiveness of the bidders and make recommendation of award.

A7. CONSTRUCTION ADMINISTRATION

Construction administration services shall consist of office based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include:

7.1 Pre-construction Meeting

The Consultant shall conduct a pre-construction meeting after award of construction contract for the City's Contractor, subcontractors, utility companies, and other interested parties. This task includes attending one (1) preconstruction meeting.

7.2 Shop Drawing Submittal Reviews

The Consultant shall review shop drawings, samples, and other data which the Contractor is required to submit, but only for conformance with design concept of the Project and conformance with the information given in the contract documents. The Consultant shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor. The Consultant shall have authority to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing, and approvals required.

7.3 Engineer Site Visits

In connection with observations of the Contractor's work while it is in progress:

- a.) The Engineer shall make two (2) visits to the site at intervals appropriate to the various stages of construction as the Engineer deems necessary (estimated to be one site visit per month minimum, with up to weekly visits during peak construction activity periods) in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. Based on information obtained during such visits and on such observations, the Consultant shall determine, in general, if such work is proceeding in accordance with the Plans, and the Consultant shall keep the City informed of the progress of the work.
- b.) The purpose of the visits to the site will be to enable the Consultant to better carry out his duties and responsibilities during the construction phase and, in addition, by exercise of the Engineer's efforts as an experienced and qualified design professional, to provide for the City a greater degree of confidence that the completed work of the Contractor will conform to the Plans, and that the integrity of the design concept as reflected in the Plans has been implemented and preserved by the Contractor.
- c.) The Engineer shall not during such visits supervise, direct, or have control over the Contractor's work, nor shall the Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor for safety precautions and programs incident to the work or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to the Contractor furnishing and performing his work.
- d.) During such visits, the Engineer may disapprove of or reject the Contractor's work while it is in progress if the Engineer believes that such work will not produce a completed Project that conforms to the Plans, or that it will prejudice the integrity of the design concept of the Project as reflected in the Plans.

7.4 Pay Requests and Change Order Preparation

The Engineer shall prepare contractor pay requests and issue necessary interpretations and clarifications of the Plans and in connection therewith, prepare change orders as required.

7.5 Project Close-Out and Punch List Development

The Engineer shall conduct an inspection in the company of the City to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. The Engineer may recommend, in writing, final payment to the Contractor and may give written notice to the City and the Contractor that the work is acceptable. This task will also include assembling final project documentation, certifications, and attendance at the project audits.

TASK B – RESIDENT REVIEW

B1. LIMITED RESIDENT ENGINEERING/OBSERVATION (PART-TIME SERVICES)

Only upon written authorization to proceed by the City to the Engineer, the work to be performed under this phase of the Project shall include frequent resident observation of the construction work in addition to that included under Task A7 Construction Administration. The Engineer shall determine the amounts owing to the Contractor and recommend, in writing, payments to the Contractor in such amounts. Such recommendations of payment will constitute a representation to the City, based on such observations and review that the work progressed to the point indicated, and that to the best of the Engineer's knowledge, information, and belief, quality of such work is generally in accordance with the Plans. In the case of unit-price work, the Engineer's recommendation of payment will include final determinations of the quantities and classifications of such work.

This phase consists of coordinating field-testing of construction materials incorporated into the project with the City's independent testing consultant. Prepare written reports that document compliance or non-compliance of construction materials. All inspection and record keeping shall meet Iowa DOT requirements. Also included is observing the performance of construction work including concrete air and slump testing and advising the Contractor and the city of non-complying work or materials incorporated into the project. For budget purposes, it is assumed that the construction period will be for a **two (2) month period in year 2015** (30 working days for 4 hrs per day, 2 paving days at 8 hrs and 2 post-construction visits for project closeout at 4 hrs each which includes travel time for Foth Johnston office location) and that one part-time staff member of the Engineer will be available for the construction observation services on this project.

ADDITIONAL SERVICES: Additional Services are **not** included in this Agreement

- 1.) City Council Meetings.
- 2.) Public Coordination/Involvement Meetings
- 3.) Individual Property Owner Meetings
- 4.) Legal Boundary Surveys
- 5.) Preparation of Acquisition Documents/Plats
- 6.) Roadway Lighting
- 7.) Roadway Signing
- 8.) Intersection Traffic Signalization
- 9.) Landscaping design.
- 10.) Letter of Map Revision (LOMR)
- 11.) Wetland Mitigation/Permit Application
- 12.) Phase I Cultural Resources
- 13.) Wetland Construction Observation and As-Built
- 14.) Right-of-way negotiation and acquisitions.
- 15.) Report of record ownership and liens (title searches).
- 16.) Preparation of environmental evaluation and documentation.
- 17.) Preparation of Environmental Impact State (EIS) or Environmental Assessment (EA)
- 18.) Phase II Cultural Resource Evaluation
- 19.) Design public hearing.
- 20.) Eminent domain proceedings.
- 21.) Relocation assistance.
- 22.) Right-of-way closing/recording services.
- 23.) Condemnation services.
- 24.) Construction geotechnical and testing services.
- 25.) Construction survey.

ATTACHMENT B Specifications

Project Deliverables:

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the City:

- One (1) set of the original final drawings (half-size 11"x17").
- One (1) set of record as-built construction drawings (half-size 11"x17").
- The Consultant shall perform construction administration and inspection services per the requirements of the Iowa DOT Construction Manual – Summer 2015.

**ATTACHMENT C (referenced from 3.1)
Fees and Payments - Lump Sum**

3.1.1 FEES AND PAYMENTS

- 3.1.1.1 Fees.** For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the **Consultant** shall be paid fees on a lump sum basis and payment of this amount shall be considered as full and complete compensation for all work, materials and services furnished under the terms of this Agreement. The lump sum amount shall be \$ 49,450.00. The estimated staff hours and fees are shown in this attachment.

The lump sum amount will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the lump sum amount will be by Supplemental Agreement.

- 3.1.1.2 Reimbursable Costs.** Reimbursement of costs is limited to those that are allowable under the provisions of Title 48, Subchapter E, Section 31.105 and Subpart 31.2 of the current Federal Acquisition Regulation.

- 3.1.1.3 Premium Overtime Pay.** Not applicable.

- 3.1.1.4 Payments.** Monthly payments for work completed shall be based on the percentage of work completed and substantiated by monthly progress reports. The **Contract Administrator** will check such progress reports and payment will be made for the proportional amount of the lump sum fee.

Upon completion, delivery, and acceptance of all work contemplated under this Agreement, the **Consultant** shall submit one complete invoice statement for the balance of the lump sum fee. Payment of 100% of the total cost claimed will be made upon receipt and review of such claim. The **Consultant** agrees to reimburse the **Owner** for possible overpayment determined by final audit.

ATTACHMENT D
Certification Regarding Debarment, Suspension, and other Responsibility Matters
– Primary Covered Transactions

Instructions for Certification

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and other Responsibility Matters
– Primary Covered Transactions**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa
Polk County

I Patrick Kueter, Senior Project Manager of the Foth Infrastructure & Environment LLC Company, being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above statements are true and correct.



(signature)

Subscribed and sworn to this 1st day of October, 2014.

ATTACHMENT E
Certification of Consultant

I hereby certify that I, Patrick Kueter am the Senior Project Manager and duly authorized representative of the firm of Foth Infrastructure & Environment LLC, whose address is 8191 Birchwood Court, Suite L, Johnston, Iowa 50131, and that neither I nor the above firm here represented has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above **Consultant**) to solicit or secure this contract,
- (b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above **Consultant**) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.



(signature)

Made this 1st day of October, 2014.

ATTACHMENT F
Certification of Owner

I hereby certify that I, Wayne Schwartz, am the City Engineer and the duly authorized representative of the Owner, and that the above consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

(a) Employ or retain, or agree to employ or retain, any firm or person, or

(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Iowa DOT and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(signature)

Made this _____ day of _____, _____.

ATTACHMENT G
Consultant Fee Proposal

Project Name:	Marion Street Reconstruction
Client:	City of Boone
Project Number:	14B001.00
Prepared Date:	7/25/2014
Estimate By:	Doug Ernst

ROTH INFRASTRUCTURE & ENVIRONMENT, LLC
8191 Birchwood Court, Suite L
Johnston, Iowa 50131
(515) 254-1593

PE Costs	Discipline/Task Description	Project Team							PE Costs	
		PM	PE	FTII	LS	LFT	Admin	Subtotal Labor Hours	Subcontractor Costs	Total
A1	Project Coordination	16	12					28		\$=,000.00
A2	Conceptual Design Development	4	16					20		\$2,600.00
A3	Design Surveys		4		2	18		24		\$2,900.00
A4	Preliminary Design Plans	8	30	12				56		\$6,600.00
A5	Final Design Plans	6	45					51		\$6,500.00
A6	Project Letting	2	11					13		\$1,600.00
	Subtotal Hours	36	124	12	2	18	0	192	\$0.00	\$24,600.00

CE Costs	Discipline/Task Description	Project Team							CE Costs	
		PM	PE	FTII	LS	LFT	Admin	Subtotal Labor Hours	Subcontractor Costs	Total
A7	Construction Administration	12	64	4	0	8	8	88		\$9,950.00
B1	Resident Engineering/Observation	0	12	166	0	0	0	178		\$14,900.00
	Subtotal Hours	12	76	170	0	8	8	266	\$0.00	\$24,850.00



FINAL PAYMENT ESTIMATE FOR CONSTRUCTION WORK COMPLETED

Estimate #: 6

Project: PCC Paving - Grade & Replace
 Location: Industrial Park Rd. & Quartz Ave.
 Contractor: Wicks Construction

Project No.: HDP-070(628)-71-08
 Start Date: April 29, 2013
 Working Days Completed to Date: 131

% Complete* 100.00%
 Bid Price: \$ 406,132.74
 Additional City Respons. \$ 165,184.88
 Date: October 3, 2014

104-Original Contract

Item No.	Description	Contract Quantity	Unit	Unit Price	Quantity Completed To Date	Total
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Roadway Items

1.	EXCAVATION CL 10, RDWY & BORROW	3,274.00	CY	\$ 3.50	3,274.00	\$ 11,459.00
2.	MODIFIED SUBBASE	1,130.80	CY	\$ 29.00	1,131.70	\$ 32,819.30
3.	SHLD GRANULAR, TYPE B	1,689.00	TON	\$ 15.50	983.77	\$ 15,248.45
4.	SHLD CONSTRUCTION EARTH	39.30	STA	\$ 134.00	39.44	\$ 5,284.58
5.	Std. / Slip PCC Cl. C Cl. 3 - 8 in.	107.00	SY	\$ 47.50	127.50	\$ 6,056.25
6.	Std. / Slip PCC Cl. C Cl. 3 - 8 in. - At 100% payment (Thickness)	5,331.00	SY	\$ 38.43	5,343.21	\$ 205,339.68
7.	PCC PAV'T SAMPLES	0.33	LS	\$ 1,000.00	0.33	\$ 333.33
8.	GRANULAR SURF ON RD, CL C GRAVEL	-	TON	\$ -	-	\$ -
9.	DUST CONTROL SURFACE TREATMENT	-	STA	\$ -	-	\$ -
10.	SURF CL A CRUSHED STONE DRIVEWAY	173.50	TON	\$ 21.65	68.91	\$ 1,491.91
11.	CULV UNCL ENT PIPE 15 IN	80.00	LF	\$ 20.00	80.00	\$ 1,600.00
12.	SUBDRAIN LONGITUDINAL (SHLD) 4 IN	4,566.00	LF	\$ 5.90	4,572.96	\$ 26,980.46
13.	SUBDRAIN OUTLET (RF-19C)	2.00	EACH	\$ 300.00	2.00	\$ 600.00
14.	SUBDRAIN OUTLET, RF-19E	16.00	EACH	\$ 185.00	16.00	\$ 2,960.00
15.	REMOVAL OF PAVEMENT	5,331.00	SY	\$ 4.98	5,465.10	\$ 27,216.21
16.	DRIVES PCC 8 IN	417.00	SY	\$ 47.50	445.06	\$ 21,140.16
17.	REMOVAL OF PAVED DRIVEWAY	421.90	SY	\$ 4.50	481.39	\$ 2,168.24
18.	RAILROAD APPROACH SECTION, P.C.C.	-	SY	\$ -	-	\$ -
19.	SAFETY CLOSURE	5.00	EACH	\$ 50.00	5.00	\$ 250.00
20.	SURVEY CONSTRUCTION	0.33	LS	\$ 10,700.00	0.33	\$ 3,531.00
21.	PAINTED PAVEMENT MARKING WATERBORNE OR SOLVENT	47.74	STA	\$ 30.00	47.85	\$ 1,435.44
22.	PAINTED SYMBOLS AND LEGENDS, WATERBORNE OR SOLVENT	-	EACH	\$ -	-	\$ -
23.	TRAFFIC CONTROL	0.50	LS	\$ 13,100.00	0.50	\$ 6,550.00
24.	MOBILIZATION	0.50	LS	\$ 55,000.00	0.50	\$ 27,500.00
25.	UPRR INSURANCE PROVISIONS	-	LS	\$ -	-	\$ -
26.	MULCHING	0.7	ACRE	\$ 800.00	1.1	\$ 880.00
27.	SEEDING & FERTILIZING (URBAN)	0.7	ACRE	\$ 950.00	1.1	\$ 1,045.00
28.	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	195.00	LF	\$ 2.00	125.00	\$ 250.00

Total Work Completed \$ 402,137.01

Plus City of Boone Resolution 2185, 28E Agreement Roadway Responsibility Transfer (\$170,000 Maximum)** \$ 165,184.88

Net Work Completed \$ 567,321.89

Less 3% Retainage \$ (17,019.66)

Stock Piled Materials \$ -

Total Change Orders To Date \$ 4,815.12

Less Previous Payments \$ (548,310.44)

Release of Retainage \$ 17,019.66

Liquidated Damages (4 Working Days, \$1000/day @ 33%) \$ (1,320.00)

Net Payment this Estimate \$ 22,506.57

*Percent of total construction including roadway responsibility transfer

**Total Roadway Responsibility Transfer, Including change orders, not to exceed \$170,000.00

Recommended by: Brian J. Dickland Project Engineer 10-8-14
 Engineer Title Date

Approved by: [Signature] Kosmos 10-24-14
 Wicks Construction Inc. Title Date

Approved by: _____
 Owner Title Date

1421 S. Bell Ave., Ste. 103
Ames, IA 50010
Phone: 515.663.9997
Fax: 515.663.9998
Email: ames@whks.com
Website: www.whks.com



CERTIFICATE OF PROJECT COMPLETION

PROJECT: Industrial Park Rd. and Quartz Ave. – PCC Paving, Grade and Replace

LOCATION: Industrial Park Rd. (4000 ft. west of Quartz Ave. to Quartz Ave.) &
Quartz Ave. (From Mamie Eisenhower Ave. to 900 ft. north of Quartz Ave.)

OWNER: City of Boone and Boone County

CONTRACTOR: Wicks Construction, Inc.

FINAL CONSTRUCTION COST: \$1,371,668.57 (City - \$570,817.01 County - \$800,851.56)

This is to certify that the contractor has completed construction of the project improvements at a total cost as listed. The improvements were constructed in substantial compliance with the approved plans, specifications, and authorized extra work.

It is recommended that the owner accept the project construction and authorize final payment to the contractor.

WHKS & CO.

NAME: *Brian J. Birkland*
Brian J. Birkland, P.E.
Project Engineer

DATE: October 9, 2014

WHKS JOB NO.: 7823

STATEMENT OF COUNCIL PROCEEDINGS

October 6, 2014 7:00 p.m.

The City Council of Boone, Iowa, met in regular session in the City Hall Council Chambers on October 6, 2014, at 7:00 p.m. with Mayor Slight presiding. The following Council Members were present: Stevenson, Gillespie, Mallas, Piklapp, Nystrom, Ray. Absent: Hicks.

Mallas moved, Gillespie seconded to approve the agenda with the removal of 3(a) Proclamation for Boone Kids Club Annual Lights On Event. Ayes: Gillespie, Mallas, Piklapp, Nystrom, Ray, Stevenson. Nays: none.

Mayor Slight announced that this is the time and place for a public hearing concerning the property exchange between the City of Boone and the Union Pacific Railroad. Mayor Slight asked if there were any written comments; no written comments were presented. Mayor Slight asked if there were any oral comments; no comments were made. Whereupon, the Mayor declared the hearing closed.

Nystrom informed the Council that staff has completed about 90% of the shut off list.

Rouse updated the Council on current Public Works projects.

Schwartz stated that Martin was unable to make it to the meeting, but he recommends the approval of the final pay request in the amount of \$1,561.00 payable to C.L. Carroll Company and the Certificate of Acceptance for the Grit System Project. Ray moved, Mallas seconded to approve the Certificate of Completion for the Grit System Project. Ayes: Mallas, Piklapp, Nystrom, Ray, Stevenson, Gillespie. Nays: none.

Mallas moved, Stevenson seconded to approve the Civil Service List. Ayes: Piklapp, Nystrom, Ray, Stevenson, Gillespie, Mallas. Nays: none.

Chief Skare requested permission to hire a new officer. Skare stated that he has the funds in his budget and will not need anything more next year except enough to cover the contract raises. Gillespie moved, Ray seconded to move forward with the hiring of a new police officer. Ayes: Piklapp, Nystrom, Ray, Stevenson, Gillespie, Mallas. Nays: none.

Skare requested a change in the ordinance pertaining to weeds and snow in order to streamline the process and cut down on the length of time to process issues.

Nelson updated Council on their list of goals and the status of each. Nelson informed them that staff is looking at producing a five year budget and future bonding capabilities and needs. Slight asked Chief Skare about staff time being spent in the Schools; Skare responded that he is keeping track of it.

Nelson stated that he has been spending some weekend hours at the Family Resource Center.

Mayor Slight asked if there were any items on the consent agenda that need removed or if there were any questions. No comments were made.

Piklapp moved, Ray seconded to approve the following items on the consent agenda: 1) Minutes of previous meetings. 2) Bills payable. 3) Alcohol license renewal for Midwest Creations. 4) Resolution 2279 authorizing the execution of an agreement and the transfer of title between the City of Boone and the Union Pacific Railroad to exchange property located at 903 Story Street, Boone, Iowa, currently owned by the Railroad, for approximately half of the northern portion of Parcel ID #088426214382068, currently owned by the City. 5) Resolution 2280 authorizing the amendment to the Service Agreement with Region XII for the administration of the Neighborhood Stabilization Program. 6) Resolution 2281 authorizing the execution of a contract with Wisecup Trucking and Demolitions for the demolition of 1004 Story Street in the amount of \$37,500.00. Ayes: Nystrom, Ray, Stevenson, Gillespie, Mallas, Piklapp. Nays: none.

Access Systems Technologies	Services	187.50
Access Systems Leasing	Copier	88.00
AFLAC	Payroll	15.75
Albert Behling	Medical	98.00
Alcoholic Beverages Division	Refund	845.00
Alliant Energy	Utilities-Library	5,693.89
Alliant Energy	Utilities-Airport	704.75
Alliant Energy	Utilities	2,972.10
Amazon.Com	Materials	377.43
Amy Shearer	Refund	10.00
Apparatus Testing Services	Repairs	135.89
Arlen Wildeman	Reimbursement	212.98
August Enterprises	Services	1,000.00
Avesis	Payroll	609.41
Ben Conrad	Mowing Services	975.00
Biosolids Mangement Group	Lime Removal	22,259.21
Boehm Insurance	Insurance Premium	3,293.00
Boone Ace Hardware	Supplies	31.97
Boone Area Humane Society	Services	5,854.33
Boone Bank & Trust	Payroll	748.09
Boone Construction	Repairs	111.48
Boone Co Landfill	Assessment	5,275.41
Boone Co Lawn Care Service	Services	4,092.87
Boone Co Reserve Unit	Services	480.00
Boone Co Treasurer	Assessment	84.00
Boone Day Breakers Kiwanis	Dues/Meals	170.00
Brown Electric	Repairs	685.50
C L Carroll	Equipment	1,561.00
CDS Global	Processing Fees	1,934.51
CDS Global	Postage	2,043.60
CDS Global	Payment Fees	179.07
Center Point Publishing	Materials	549.42
Central IA Distribution	Supplies	492.50
Centurylink	Line Fees	625.95
Change	Postage	129.70
Chase	Misc Expenses	579.08
City of Boone	Utilities	595.67
Collection Services Center	Payroll	928.68
Combustion Control Co	Repairs	1,200.00
Computer Projects of IL	Services	343.20
CY Aviation	FBO Payment	2,490.00
Darwin Backous	Library Services	1,170.00
David Peterson	Sidewalk Reimbursement	424.32
Demco	Supplies	248.39
Diamond Vogel Paints	Street Paint	129.90
Dick's Fire Extinguisher Svc	Inspection	494.15
Donald Wilson	Medical	231.69
Dutch Oven Bakery	Meeting	36.85
Ecolab	Services	88.49
Edward Jones	Payroll	100.00
Emergency Services Mktg Corp	Supplies	9.60
Two Rivers Insurance	Insurance Premium	86,074.79
Foth Infrastructure	Services	1,964.08
Gale	Materials	86.37
Galls	Clothing Allowance	28.00
Govconnection	Equipment	4,155.27

Graymont Western Lime	Lime	7,991.53
Greg Eckstrom	Reimbursement	106.39
Grimes Asphalt	Cold Patch	626.34
Hach	Lab Tests	870.23
Hartford Funds	Payroll	100.00
Hawkins	Chemicals	4,676.80
IA Assn of Municipal Utilities	Conference Registration	175.00
IA Assn of Water Agencies	Membership	863.31
IA DOT	Supplies	12,954.34
IA DNR	Annual Water Use Fee	99.00
IA One Call	Locates	180.30
IA Prison Industries	Equipment	891.60
ICMA	Payroll	806.02
Ingram	Materials	2,258.58
Inland Truck Parts Co	Repairs	223.24
Institute of Public Affairs	Training	1,050.00
IOWACE	Conference Registration	70.00
IPERS	Payroll	32.96
IPERS	Payroll	13,727.84
ISUNET	Services	205.75
Jim Robbins	Legal Services	5,200.00
John Rouse	Car Allowance	200.00
John Slight	Car Allowance	150.00
Kabel Business Services	Payroll	1,425.66
Kabel Business Services	Payroll	1,425.66
Kenworth Mid IA	Parts	7.54
Keystone Labs	Lab Tests	934.60
Korie Barber	Reimbursement	19.20
L-Tron Corporation	Supplies	162.00
Luke Nelson	Car Allowance	300.00
Mark Ellsbury	Conference Registration	202.90
Martin Marietta Aggregate	Road Materials	2,324.87
McGill Computer Services	Services	1,350.00
Mediacom	Services-Library	129.90
Mediacom	Services	89.95
Medicare Blue Rx	Medical	83.80
Members 1st Comm Credit Union	Payroll	230.00
Midland Power	Utilities	24.97
Midwest Liquid Systems Inc	Fuel System	2,345.33
Midwest Wheel Companies	Repairs	25.04
Municipal Fire & Police Retirement	Payroll	24,202.32
Mutual of Omaha	Payroll	231.95
Mutual of Omaha	Insurance Premium	251.93
Northern Safety Co	Equipment	264.22
Notary Rotary	Supplies	6.60
OCLC	Services	558.96
Oldcastle Architectural	Repairs	259.20
Orschelns	Supplies	70.63
Pitney Bowes	Postage Machine	162.00
Positive Promotions	Supplies	89.87
Pritchard Bros Plumbing	Repairs	69.00
Quality One	Services	1,825.00
Quill Corp	Supplies	204.62
Reserve Account	Postage Refill	1,300.00
Richard Grove	Medical	83.73
River City Supply	Materials	667.50
Roy Martin	Car Allowance	200.00

Snyder & Associates	T-Hangar Project	7,723.50
Snyder & Associates	Runway Rehab	5,700.00
Spring Green	Services	1,052.82
Star Equipment	Repairs	192.60
State Hygienic Lab	Lab Tests	813.50
State of IA	Payroll	7,425.00
Storey Kenworthy	Supplies	92.97
Tom Walters Co	Waste Removal	76.00
Trans IA Equipment	Repairs	2,778.87
Treasurer/State of IA	Sales Tax	13,487.00
Troy Nordholm	Repairs	11,300.50
United Way	Payroll	20.00
Van-Wall	Repairs	2,140.40
Verizon	Services	1,682.06
Visa	Misc Expenses	1,120.39
Vision Bank	Payroll	274.85
Vision Bank	NSF	35.00
Vision Bank	Payroll	35,747.79
Walters Sanitary	Waste Removal	59.62
Wayne Schwartz	Car Allowance	200.00
Wellmark Blue Cross/Shield	Medical	957.60
Windstream	Services	1,889.60
Wisecup Trucking	Services	6,850.00
YMCA	Payroll	414.90
Zachary Stier	Reimbursement	10.27
Melissa Buchanan	Utility Deposit	75.00
Destinee Harvey	Utility Deposit	97.55
Danielle Churchill	Utility Deposit	97.90
Justin Funk	Utility Deposit	81.34
Lisa Adams	Utility Deposit	14.30
Alexus Lethcoe	Utility Deposit	48.82
Dennis Sesker	Utility Deposit	23.18
Ned Parker	Utility Deposit	110.09
Joelle Sternquist	Utility Deposit	84.72
Bud & Retha Corieri	Utility Deposit	37.52
Robin Hensel	Utility Deposit	56.95

Paid Total 363,666.63

<u>Funds</u>	<u>Disbursements</u>
General	104,483.03
Special	19,716.86
Hotel/Motel	0.00
Road Use Tax	31,105.07
Debt Service	0.00
Water Utility	52,796.11
Sewer Utility	26,990.84
Family Resource Center	2,904.75
Capital Project	46,433.56
Storm Water Utility	2,237.68
Expendable Trust	1,377.76
Agency Account	75,620.97

Mallas moved, Piklapp seconded to approve the first reading of Ordinance 2207 allowing the City of Boone, Iowa to change the Noxious Weeds and Growths Ordinance. Ayes: Ray, Stevenson, Gillespie, Mallas, Piklapp, Nystrom. Nays: none.

Gillespie moved, Piklapp seconded to approve the first reading of Ordinance 2208 allowing the City of Boone, Iowa to change the Sidewalk Regulations Ordinance. Ayes: Stevenson, Gillespie, Mallas, Piklapp, Nystrom, Ray. Nays: none.

Mallas moved, Gillespie seconded to approve the first reading of Ordinance 2209 to allow the City of Boone, Iowa to change the penalties as it pertains to the curfew concerning minors. Ayes: Gillespie, Mallas, Piklapp, Nystrom, Ray, Stevenson. Nays: none.

Gillespie moved, Mallas seconded to approve the first reading of Ordinance 2210 to allow the City of Boone, Iowa to change Chapter 45 Alcohol Consumption and Intoxication as it pertains to persons under the legal age. Ayes: Mallas, Piklapp, Nystrom, Ray, Stevenson, Gillespie. Nays: none.

Gillespie moved, Piklapp seconded to approve the first reading of Ordinance 2211 to allow the City of Boone, Iowa to change the penalties as it pertains to Municipal Infractions to include curfews. Ayes: Piklapp, Nystrom, Ray, Stevenson, Gillespie, Mallas. Nays: none.

Stevenson moved, Gillespie seconded to approve the second reading of Ordinance 2205 amending trees on private property. Ayes: Piklapp, Nystrom, Ray, Stevenson, Gillespie, Mallas. Nays: none.

Mallas moved, Ray seconded to approve the second reading of Ordinance 2206 amending the Official Zoning Map for various areas within the City of Boone, Iowa from R2 to R1. Ayes: Nystrom, Ray, Stevenson, Gillespie, Mallas, Piklapp. Nays: none.

Gillespie stated that the organizational sign has been painted.

Stevenson questioned the storage containers in the Dollar General Store Parking Lot, it was mentioned that they are for the Dollar General Store's remodel. Higgins stated that the parking lot is private property and they are within their rights.

Nystrom thanked Nelson for his time that he puts in at the Family Resource Center and the money he saves them.

Nystrom highly recommended Council to attend the Iowa League of Cities Annual Conference. Nystrom gave a brief summary of the topics that were discussed and stated that they do a good job speaking on current City issues.

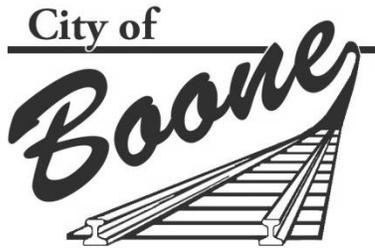
Jane Elliott presented her concerns of the Emerald Ash Bore and stated that she would like to save the two trees in the parking in front of her home. Rouse stated that the Park Board will be discussing this issue at their next meeting.

There being no further business to come before the Council the meeting was adjourned at 7:33 p.m.

ATTEST:

Luke Nelson, City Administrator/Clerk

John Slight, Mayor



UTILITY COMMITTEE

Meeting Notice

Governing Body: Utility Committee of Boone, Iowa

Date of Meeting: October 06, 2014

Time of Meeting: 4:00 P.M.

Place of Meeting: Council Chamber at City Hall
(923 8th Street, Second Floor)

Committee Attendance: Nystrom, Piklapp, Stevenson

Staff Attendance: Rouse, Schwartz, Nelson, Shirley

1. Minutes of Previous Meeting

Piklapp moved, seconded by Fenner to approve minutes of previous meeting. Ayes: all.

2. Proposed Cost Share for Dual Sanitary Sewer Service (Luke Nelson, Jim Robbins)

Nelson summarized the issue. Piklapp moved, Seconded by Stevenson to approve the recommendation of \$3,400 to cost share per staff. Ayes: all

3. Discuss Special Circumstance With UPRR and the Chamber Building – Sanitary Sewer Service Line (Luke Nelson, Kurt Phillips)

Nelson summarized the Dual Service issue to the committee. Piklapp moved, Seconded by Stevenson to approve staff recommendation of alternative two. Ayes: all

4. Discuss Xenia Rural Water and Service Provided to New Commercial Development South of Central Iowa Expo site.

Nelson summarized the 28E Agreement and noted some of the Xenia's rights. Nystrom brought up the potential need for further review when new development occurs. Staff needs to have a handle of types of coming from new buildings. Staff needs to work with xenia and understand capacity.

5. Update of Finalized NPDES Permit (Roy Martin)

Roy was not present

6. Update on Meter Installs (John Rouse)

Brief update given by Rouse.

RECORD OF COUNCIL APPROVED BILLS

MALLAS

October 20, 2014

<u>DATE</u>	<u>AMOUNT</u>
Airport Bills	
Library Bills	
Park Bills	5,175.74
Manuals/Util Bills/Misc Total	5,374.23
Voided checks	
Council Bills Total	137,495.43
Payroll 10/01/14	
Payroll 10/15/14	165,635.46
TOTAL EXPENDITURES	<u>\$ 313,680.86</u>

Signed By _____

Date _____

VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE

ACCOUNTS PAYABLE CLAIMS					

ACCO UNLIMITED CORP	REPAIRS-CHEMICAL FEEDER		231.82	182044	10/14/14
AG SOURCE LABORATORIES	POOL TEST		45.00	182045	10/14/14
ALLIANT ENERGY	████████ utilities		1,827.81	182047	10/14/14
ARNOLD MOTOR SUPPLY	OIL-MOWERS		11.49	182048	10/14/14
BOONE ACE HARDWARE	LIGHT BULBS	8.99		182049	10/14/14
BOONE ACE HARDWARE	SAFETY SUPPLIES	16.99		182049	10/14/14
BOONE ACE HARDWARE	REPAIR SUPPLIES-FOUNTAIN	23.81		182049	10/14/14
BOONE ACE HARDWARE	LIGHT BULBS	9.98		182049	10/14/14
BOONE HARDWARE	SUPPLIES		13.97	182050	10/14/14
BRENT SHAW	CELL PHONE REIMB		19.00	182051	10/14/14
CAFFREY WHOLESALE INC	POOL CONCESSIONS	38.95		182052	10/14/14
CAFFREY WHOLESALE INC	POOL CONCESSIONS	38.41		182052	10/14/14
CAFFREY WHOLESALE INC	POOL CONCESSIONS	57.54		182052	10/14/14
CAFFREY WHOLESALE INC	GARBAGE RTE SUPPLIES	76.70		182052	10/14/14
CAFFREY WHOLESALE INC	GARBAGE RTE SUPPLIES	79.81	291.41	182052	10/14/14
CENTRAL IA TRUCK REPAIR	REPAIRS-00 ARIEL TRUCK		1,302.13	182053	10/14/14
GLOBAL PAYMENTS	CC FEES		76.46	10011400	10/01/14
IOWA WORKFORCE DEVELOPMENT	3RD QTR 2014 UNEMPLOYMENT		3,497.53	10031400	10/03/14
KABEL BUSINESS SERVICES	FLEX ADMIN FEES		51.35	10011401	10/01/14
KEY COOPERATIVE	FUEL TANK RENTAL		84.00	182054	10/14/14
KYLE KILSTROM	CELL PHONE REIMB		19.00	182055	10/14/14
TIM MODELAND	REPAIRS-CHIPPER		15.00	182056	10/14/14
ORSHELMS	REPAIR SUPPLIES	4.99		182057	10/14/14
ORSHELMS	SHOP SUPPLIES	11.94		182057	10/14/14
ORSHELMS	SHOP SUPPLIES	39.99	56.92	182057	10/14/14
PEOPLES CLOTHING STORE	STEEL TOE BOOTS ██████████	159.00		182058	10/14/14
PEOPLES CLOTHING STORE	████████ Cloth Allow	76.00	235.00	182058	10/14/14
PORTABLE PRO	PORT TOILET SVC-AUG	75.00		182059	10/14/14
PORTABLE PRO	PORT TOILET SVC/CEMETERY-SEPT	75.00	150.00	182059	10/14/14
PRITCHARD BROS PLUMBING	REPAIRS-POOL EYE WASH	122.20		182060	10/14/14
PRITCHARD BROS PLUMBING	REPAIRS-CAP ERBE FOUNTAIN	51.00	173.20	182060	10/14/14
PROBUILD NORTH LLC	CEMENT-CEMETERY MARKERS		38.04	182061	10/14/14
STEVE KELLEY	CELL PHONE REIMB		19.00	182062	10/14/14
SYSO FOOD SVCS OF IOWA	POOL CONCESSIONS		203.79	182063	10/14/14
TREASURER/STATE OF IOWA	UNCLAIMED PROPERTY	296.89		181920	10/01/14
TREASURER/STATE OF IOWA	POOL SALES TAX-3RD QTR	52.00	348.89	10061400	10/06/14
VAN-WALL EQUIPMENT INC	MOWER MAINT		229.39	182064	10/14/14
WEBSTER COUNTY EXTENSION OFFIC	FOOD SVC TRAINING ██████████		150.00	182065	10/14/14

Park

Park

Park

**** PAID TOTAL ****

9,149.97

***** REPORT TOTAL *****

9,149.97

Dep Ref (+) 1400.00
10,549.97

Manual / Dep Ref / Park ✓ is

INVOICE	LN	DIST	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	DISC TK	PAID AMT	CHECK NO
891 IOWA WORKFORCE DEVELOPMENT										
101414	1	113	10/14/2014	3RD QTR 2014 UNEMPLOYMEN	384.73	.00		.00	384.73	10031400 M
101414	2	113	10/14/2014	3RD QTR 2014 UNEMPLOYMEN	384.73	.00		.00	384.73	10031400 M
101414	3	113	10/14/2014	3RD QTR 2014 UNEMPLOYMEN	34.98	.00		.00	34.98	10031400 M
101414	4	113	10/14/2014	3RD QTR 2014 UNEMPLOYMEN	699.51	.00		.00	699.51	10031400 M
101414	5	113	10/14/2014	3RD QTR 2014 UNEMPLOYMEN	174.88	.00		.00	174.88	10031400 M
101414	6	113	10/14/2014	3RD QTR 2014 UNEMPLOYMEN	699.51	.00		.00	699.51	10031400 M
101414	7	113	10/14/2014	3RD QTR 2014 UNEMPLOYMEN	174.88	.00		.00	174.88	10031400 M
101414	8	113	10/14/2014	3RD QTR 2014 UNEMPLOYMEN	104.93	.00		.00	104.93	10031400 M
101414	9	113	10/14/2014	3RD QTR 2014 UNEMPLOYMEN	174.88	.00		.00	174.88	10031400 M
101414	10	113	10/14/2014	3RD QTR 2014 UNEMPLOYMEN	349.75	.00		.00	349.75	10031400 M
101414	11	610	10/14/2014	3RD QTR 2014 UNEMPLOYMEN	139.90	.00		.00	139.90	10031400 M
101414	12	600	10/14/2014	3RD QTR 2014 UNEMPLOYMEN	174.85	.00		.00	174.85	10031400 M
				** TOTAL **	3497.53	.00	3497.53	.00	3497.53	
				** VENDOR TOTAL **	3497.53	.00	3497.53	.00	3497.53	
1659 TREASURER/STATE OF IOWA										
101414	1	001	10/14/2014	UNCLAIMED PROPERTY	38.00	.00		.00	38.00	181920 M
101414	2	6001	10/14/2014	UNCLAIMED PROPERTY	258.89	.00		.00	258.89	181920 M
				** TOTAL **	296.89	.00	296.89	.00	296.89	
101414A	1	001	10/14/2014	POOL SALES TAX-3RD QTR	52.00	.00		.00	52.00	10061400 M
				** VENDOR TOTAL **	348.89	.00	348.89	.00	348.89	
2819 KABEL BUSINESS SERVICES										
101414	1	112	10/14/2014	FLEX ADMIN FEES	11.85	.00		.00	11.85	10011401 M
101414	2	112	10/14/2014	FLEX ADMIN FEES	7.90	.00		.00	7.90	10011401 M
101414	3	112	10/14/2014	FLEX ADMIN FEES	7.90	.00		.00	7.90	10011401 M
101414	4	112	10/14/2014	FLEX ADMIN FEES	7.90	.00		.00	7.90	10011401 M
101414	5	600	10/14/2014	FLEX ADMIN FEES	7.90	.00		.00	7.90	10011401 M
101414	6	112	10/14/2014	FLEX ADMIN FEES	3.95	.00		.00	3.95	10011401 M
101414	7	112	10/14/2014	FLEX ADMIN FEES	3.95	.00		.00	3.95	10011401 M
				** TOTAL **	51.35	.00	51.35	.00	51.35	
				** VENDOR TOTAL **	51.35	.00	51.35	.00	51.35	
2953 GLOBAL PAYMENTS										
101414	1	600	10/14/2014	CC FEES	38.23	.00		.00	38.23	10011400 M
101414	2	610	10/14/2014	CC FEES	38.23	.00		.00	38.23	10011400 M
				** TOTAL **	76.46	.00	76.46	.00	76.46	
				** VENDOR TOTAL **	76.46	.00	76.46	.00	76.46	
				** MANUAL CHK TOTAL **					3974.23	
				** GRAND TOTAL **	3974.23	.00	3974.23	.00	3974.23	

Manual ✓ 15

ACCOUNT NO	CUSTOMER NAME	CHECK NUMBER	CHECK DATE	SERVICE CODE	DEPOSIT NUMBER	DEPOSIT DATE	DEPOSIT AMOUNT	APPLY
102640008	SUSAN & RICHARD ROUNDS	181903	10/01/14	WA		12/05/12	125.00	C
123310004	WALTER SHUEY	181904	10/01/14	WA		1/03/13	125.00	C
133680001	TIMOTHY L OLSON	181905	10/01/14	WA		7/17/07	75.00	C
200210010	KELLY ANDERSON	181906	10/01/14	WA		11/07/12	125.00	C
217271400	DARCIE LONG	181907	10/01/14	WA		4/05/07	75.00	C
217850003	JASON & SHARON HOLLAND	181908	10/01/14	WA		4/06/10	75.00	C
219830002	TOM DANIELSON	181909	10/01/14	WA		2/13/13	125.00	C
225475000	TROY DENNIS	181910	10/01/14	WA		2/13/12	75.00	C
301060004	JOLYN VANCANNON	181911	10/01/14	WA		5/17/11	125.00	C
302510004	RICK JOHNSON	181912	10/01/14	WA		10/12/10	75.00	C
306300008	RYAN & ELIZABETH ANDERSON	181913	10/01/14	WA		11/20/09	75.00	C
308050004	EVAN ELSNER	181914	10/01/14	WA		11/27/12	125.00	C
309630004	MARCIA L. BRYANT	181915	10/01/14	WA		2/21/13	125.00	C
314030002	JARED & HOLLY HOHANSHELT	181916	10/01/14	WA		12/05/12	75.00	C
RPT TOTAL							1400.00	

UB Deposit Refunds

VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
----- ACCOUNTS PAYABLE CLAIMS -----					
A & M LAUNDRY INC	SUPPLIES	25.00			
A & M LAUNDRY INC	SUPPLIES	25.00	50.00		
AARP MEDICARE RX ENHANCED	██████████ medical		134.60		
ACCESS SYSTEMS LEASING	CITY HALL PRINTING CONTRACT		437.20		
ALBERT BEHLING	██████████ medical		209.22		
ALLIANT ENERGY	██████████	51,420.55			
ALLIANT ENERGY	██████████	518.01	51,938.56		
ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	71.76			
ARNOLD MOTOR SUPPLY	WIPER BLADES-01 DODGE	19.48			
ARNOLD MOTOR SUPPLY	DOOR CLIPS	4.76			
ARNOLD MOTOR SUPPLY	SUPPLIES	10.98			
ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	164.89			
ARNOLD MOTOR SUPPLY	REPAIR PARTS	9.54			
ARNOLD MOTOR SUPPLY	HYDRANT GUAGE	15.08			
ARNOLD MOTOR SUPPLY	BATTERY	24.40			
ARNOLD MOTOR SUPPLY	REPAIRS-00F550	3.91			
ARNOLD MOTOR SUPPLY	OIL CHG SUPPLIES	60.55			
ARNOLD MOTOR SUPPLY	OIL CHG SUPPLIES	176.01			
ARNOLD MOTOR SUPPLY	OIL	37.90			
ARNOLD MOTOR SUPPLY	OIL CHG SUPPLIES	106.43			
ARNOLD MOTOR SUPPLY	SHOP SUPPLIES	19.67			
ARNOLD MOTOR SUPPLY	CONCRETE SAW BELTS	47.60	772.96		
AUGUST ENTERPRISES LLC	SVCS-██████████		100.00		
GLEN R THOMPSON	CIVIL SVC MTG		60.00		
BLACKHAWK AUTOMATIC SPRINKLERS	SPRINKLER INSPECT		333.00		
BOONE CHAMBER OF COMMERCE	2ND QTR HOTEL TAX		13,830.00		
BOONE COUNTY TREASURER	PARKING TICKETS-QTY 44		220.00		
BOONE HARDWARE	SUPPLIES	4.19			
BOONE HARDWARE	REPAIR SUPPLIES	4.49			
BOONE HARDWARE	REPAIR SUPPLIES	12.50			
BOONE HARDWARE	REPAIR SUPPLIES	4.98			
BOONE HARDWARE	REPAIR SUPPLIES	6.49			
BOONE HARDWARE	REPAIR SUPPLIES	6.49			
BOONE HARDWARE	BATTERIES	26.67			
BOONE HARDWARE	SUPPLIES	12.48			
BOONE HARDWARE	SUPPLIES-WTP	54.96			
BOONE HARDWARE	PAINT SUPPLIES	19.97			
BOONE HARDWARE	PAINT	17.97	171.19		
STEPHENS MEDIA LLC	08/18 PROCEEDS	153.87			
STEPHENS MEDIA LLC	9-1 COUNCIL PROCEEDS	152.53			
STEPHENS MEDIA LLC	PUBLIC HEARING NOTICE	20.07			
STEPHENS MEDIA LLC	ORD 2204	27.21			
STEPHENS MEDIA LLC	ORD 2202	21.85			
STEPHENS MEDIA LLC	ORD 2203	20.96			
STEPHENS MEDIA LLC	9/15 COUNCIL PROCEEDS	141.38	537.87		
BREKKE & MATHER	REPAIRS-OVERHEAD DOORS		990.70		
BROWNELLS INC	MAYSE-FIREARM BUYBACK		119.98		
BUSINESS & LEGAL REPORTS INC	7 MINUTE SAFETY TRAINER		519.95		
CAFFREY WHOLESALE INC	SUPPLIES-PD	124.96			
CAFFREY WHOLESALE INC	SUPPLIES-C HALL	168.75	293.71		
CARPENTER UNIFORM CO	██████████ cloth Allow	49.99-			

Council/Oper. Bills

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
CARPENTER UNIFORM CO	NAME PLATE	30.98			
CARPENTER UNIFORM CO	CLOTH ALLOW-FIRE	65.39	46.38		
CDS GLOBAL	POSTAGE	2,011.60			
CDS GLOBAL	MTHLY PROCESSING	1,955.40	3,967.00		
CENTRAL STATES ROOFING	BLDG REPAIRS-WWTP		307.50		
CENTURYLINK	██████████ LINE Fees		532.25		
CONTINENTAL REG	OVERPAYMENT		21.25		
CULLIGAN OF BOONE	COOLER RENTAL	18.10			
CULLIGAN OF BOONE	IRON OUT	119.40	137.50		
DESIGN ALLIANCE	SVCS-PUBLIC WKS FACILITY		1,947.04		
DONALD WILSON	██████████ medical		50.06		
MIKE FARLEY WHOLESALE TIRE CO	TIRE DISPOSAL	17.50			
MIKE FARLEY WHOLESALE TIRE CO	TIRE REPAIRS	21.00	38.50		
FBG SERVICE CORPORATION	CLEANING SVC/C HALL-OCT 14		694.00		
FOTH INFRASTRUCTURE	GRIT BLDG IMPROVEMENTS		643.16		
GALLS LLC	GUN KIT	169.00			
GALLS LLC	VEST-PD	636.25	805.25		
GRAYMONT WESTERN LIME INC	LIME	3,952.21			
GRAYMONT WESTERN LIME INC	LIME	3,973.61	7,925.82		
HAMILTON REDI-MIX	INTAKE REPAIRS		525.00		
HAWKINS WATER TREATMENT GROUP	CHEMICALS		1,643.60		
HD SUPPLY FACILITIES MAINT	LOCATE FLAGS	572.78			
HD SUPPLY FACILITIES MAINT	6' COUPLING	530.00			
HD SUPPLY FACILITIES MAINT	WATER METERS-QTY 12	2,762.00			
HD SUPPLY FACILITIES MAINT	METER BOOSTERS	526.71	4,391.49		
HYDRO-KLEAN	HABITAT FOR HUMANITY		950.00		
IOWA ASSN OF PROFESSIONAL FIRE	██████████ DUES		50.00		
IOWA DEPT TRANSPORTATION	SIGN POSTS-QTY 12		424.68		
IA PUMP WORKS INC	REPAIRS-CHECK VALVES		3,365.00		
KEYSTONE LABORATORIES INC	LAB TESTS	196.80			
KEYSTONE LABORATORIES INC	LAB TESTS	78.70	275.50		
KRIZ-DAVIS COMPANY	STREET LIGHTS		1,830.00		
KWBG	ADV CONTRACT-SEPT		325.00		
LEE MORGAN	SIDEWALK REIMB-604 WESTWOOD		570.96		
PAL INC	ARMS-BUYBACK	1,615.70			
PAL INC	GUN SCOPE	42.80			
PAL INC	██████████ CLOTH ALLOW	94.16	1,752.66		
LUCA A WEIGAL	MOWING-QTY 19		950.00		
M & J AGGREGATE CORP	ICE CONTROL SAND		592.80		
MARTIN MARIETTA AGGREGATE	MATERIALS-ALLEYS/GRAVEL RDS	883.58			
MARTIN MARIETTA AGGREGATE	MATERIALS-ALLEYS/GRAVEL RDS	253.18			
MARTIN MARIETTA AGGREGATE	MATERIALS-ALLEYS/GRAVEL RDS	860.67	1,997.43		
ROGER & JANE MARTIN	FUEL		4,352.70		
ANDREW LYNN MCGILL	COMPUTER SVCS-OCT 14	1,000.00			
ANDREW LYNN MCGILL	COMPUTER SVCS/PD-OCT 14	350.00	1,350.00		
MUNICIPAL EMERGENCY SERVICES	EQUIPMENT-WATER MAINS	1,186.00			
MUNICIPAL EMERGENCY SERVICES	STORM SEWER MANHOLES	904.00			
MUNICIPAL EMERGENCY SERVICES	MAIN CLAMP	422.00			
MUNICIPAL EMERGENCY SERVICES	STORM INTAKE REPAIRS	212.00			
MUNICIPAL EMERGENCY SERVICES	STORM INTAKE	287.00			
MUNICIPAL EMERGENCY SERVICES	STORM INTAKE-14TH/CEDAR	1,780.25	4,791.25		
O'HALLORAN INTERNATIONAL	A/C REPAIR-02 INTL		659.25		
PEOPLES CLOTHING STORE	SAFETY VEST-BATT		12.00		
PROBUILD NORTH LLC	INTAKE REPAIRS-██████████	27.78			

*** CITY OF BOONE IA ***
ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
PROBUILD NORTH LLC	TILE REPAIRS	61.30	89.08		
QUICK OIL CO	PROPANE		1,559.80		
R & W TIRE	PUMP REPAIRS	97.88			
R & W TIRE	SAW REPAIRS	44.99	142.87		
REDEKER'S	VINYL FLOORING-FRC		1,118.79		
RESERVE ACCOUNT	POSTAGE REFILL		1,200.00		
RICHARD O GROVE	██████████ medical		33.72		
SARA MORTON	PROP PROT PROGRAM ██████████		2,000.00		
SELF FUNDING ACTUARIAL SVCS	509A FILING		400.00		
STANARD & ASSOCIATES INC	MATERIALS-PD		52.00		
STATE HYGIENIC LABORATORY	LAB TESTS	540.00			
STATE HYGIENIC LABORATORY	LAB TESTS	144.00	684.00		
STECKER CONCRETE	CURB/GUTTER-7TH/GREENE		5,540.00		
STONE OFFICE SUPPLY	OFFICE SUPPLIES-PD		24.10		
TAC 10 UBC	CONF REG ██████████		50.00		
TOTAL CHOICE SHIPPING	SHIPPING-SAMPLES	11.49			
TOTAL CHOICE SHIPPING	SHIPPING-SAMPLES	21.75	33.24		
TRANS IOWA EQUIPMENT	HOSE-JET TRUCK		70.36		
VERIZON WIRELESS SERVICES LLC	WIRELESS INTERNET-PD	280.07			
VERIZON WIRELESS SERVICES LLC	WIRELESS INTERNET-WTP	40.01	320.08		
VISA	CEU CONF-ANDREWS	2,201.80			
VISA	LEAGUE CONF MEAL-QTY 4	1,842.83	4,044.63		
WAL MART	SUPPLIES	23.89			
WAL MART	CHARGER	29.88			
WAL MART	SUPPLIES	21.94			
WAL MART	BINDERS	8.79			
WAL MART	CHARGER	19.96			
WAL MART	SUPPLIES-PD	34.79			
WAL MART	SUPPLIES	14.00			
WAL MART	NOTEBOOKS-QTY 5	9.85			
WAL MART	INK CART	31.94			
WAL MART	IPHONE PROTECTORS	71.85			
WAL MART	BATTERIES	20.94			
WAL MART	IPAD CHARGER	31.76			
WAL MART	WAX	3.92	323.51		
WALTERS SANITARY SERVICE INC	WASTE REMOVAL/C HALL-SEPT	61.08			
WALTERS SANITARY SERVICE INC	WASTE REMOVAL/POOL-JUNE-AUG 14	444.44			
WALTERS SANITARY SERVICE INC	WASTE REMOVAL/FRC-SEPT 14	172.91			
WALTERS SANITARY SERVICE INC	WASTE REMOVAL/WTP-SEPT 14	156.00			
WALTERS SANITARY SERVICE INC	WASTE REMOVAL/WWTP-SEPT	222.20	1,056.63		
ZEE MEDICAL INC	FIRST AID SUPPLIES-C SHED		108.65		
**** OPEN	TOTAL ****		137,495.43		
****	REPORT TOTAL ****		137,495.43		

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
5 A & M LAUNDRY INC							
1547380	1	001	10/21/2014	SUPPLIES	25.00	001-150-6399	LAUNDRY
1549122	1	001	10/21/2014	SUPPLIES	25.00	001-150-6399	LAUNDRY
** VENDOR TOTAL **					50.00	.00	50.00
39 ALBERT BEHLING							
101414	1	112	10/21/2014	9/29 BO CO FAM MED	42.00	112-930-6150	GROUP INSURANCE PAYMENTS
101414	2	112	10/21/2014	9/3 MEDICAP	26.75	112-930-6150	GROUP INSURANCE PAYMENTS
101414	3	112	10/21/2014	9/5 MEDICAP	5.80	112-930-6150	GROUP INSURANCE PAYMENTS
101414	4	112	10/21/2014	9/5 MEDICAP	7.00	112-930-6150	GROUP INSURANCE PAYMENTS
101414	5	112	10/21/2014	9/5 MEDICAP	5.86	112-930-6150	GROUP INSURANCE PAYMENTS
101414	6	112	10/21/2014	9/19 MEDICAP	95.06	112-930-6150	GROUP INSURANCE PAYMENTS
101414	7	112	10/21/2014	9/30 MEDICAP	26.75	112-930-6150	GROUP INSURANCE PAYMENTS
** TOTAL **					209.22	.00	209.22
** VENDOR TOTAL **					209.22	.00	209.22
45 ALLIANT ENERGY							
101414	1	110	10/21/2014	TRAFFIC LIGHTS	349.49	110-240-6371	TRAFFIC UTILITIES
101414	2	110	10/21/2014	STREET LIGHTS	12376.61	110-230-6371	STREET LIGHTING
101414	3	001	10/21/2014	SIRENS	35.28	001-620-6371	UTILITIES/SIRENS/CIVIL DF
101414	4	001	10/21/2014	POOL	1263.11	001-435-6371	UTILITIES
101414	5	001	10/21/2014	CITY HALL	2284.36	001-650-6371	UTILITIES
101414	6	110	10/21/2014	CITY SHED	530.61	110-210-6371	UTILITIES
101414	7	600	10/21/2014	WATER	19348.71	600-811-6371	UTILITIES
101414	8	610	10/21/2014	SEWER	15050.65	610-816-6371	UTILITIES
101414	9	001	10/21/2014	CEMETERY	181.73	001-450-6371	UTILITIES
** TOTAL **					51420.55	.00	51420.55
101414A	1	110	10/21/2014	4TH ST-TRAFFIC LIGHTS	95.10	110-240-6371	TRAFFIC UTILITIES
101414A	2	110	10/21/2014	1918 LINN-STREET LIGHTS	10.17	110-230-6371	STREET LIGHTING
101414A	3	110	10/21/2014	1410 8TH-STREET LIGHTS	69.72	110-230-6371	STREET LIGHTING
101414A	4	110	10/21/2014	4TH/STORY-STREET LIGHTS	265.76	110-230-6371	STREET LIGHTING
101414A	5	001	10/21/2014	211 MAIN-SIRENS	15.62	001-620-6371	UTILITIES/SIRENS/CIVIL DF
101414A	6	352	10/21/2014	721 BENTON-NSP	61.64	352-750-6799	NEIGHBOR STABILIZATION (NSP)
** TOTAL **					518.01	.00	518.01
** VENDOR TOTAL **					51938.56	.00	51938.56
86 ARNOLD MOTOR SUPPLY							
8-246839	1	001	10/21/2014	SHOP SUPPLIES	71.76	001-150-6332	REPAIRS
8-247081	1	001	10/21/2014	WIPER BLADES-01 DODGE	19.48	001-150-6332	REPAIRS
8-247361	1	001	10/21/2014	DOOR CLIPS	4.76	001-150-6332	REPAIRS
8-247931	1	001	10/21/2014	SUPPLIES	10.98	001-450-6350	REPAIRS/EQUIPMENT
8-248017	1	110	10/21/2014	SHOP SUPPLIES	164.89	110-210-6599	SUPPLIES

Council/Open Bills

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
86 ARNOLD MOTOR SUPPLY							
8-248067	1	110	10/21/2014	REPAIR PARTS	9.54	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-248207	1	001	10/21/2014	HYDRANT GUAGE	15.08	001-150-6332	REPAIRS
8-248859	1	600	10/21/2014	BATTERY	24.40	600-812-6504	EQUIPMENT
8-249068	1	001	10/21/2014	REPAIRS-00F550	3.91	001-150-6332	REPAIRS
8-249141	1	001	10/21/2014	OIL CHG SUPPLIES	60.55	001-150-6332	REPAIRS
8-249144	1	001	10/21/2014	OIL CHG SUPPLIES	176.01	001-150-6332	REPAIRS
8-249159	1	001	10/21/2014	OIL	37.90	001-150-6332	REPAIRS
8-249185	1	001	10/21/2014	OIL CHG SUPPLIES	106.43	001-150-6332	REPAIRS
8-249424	1	110	10/21/2014	SHOP SUPPLIES	19.67	110-210-6599	SUPPLIES
8-249505	1	110	10/21/2014	CONCRETE SAW BELTS	47.60	110-210-6350	REPAIRS-EQUIP/MECHANIC
** VENDOR TOTAL **					772.96	.00	772.96
181 BOONE COUNTY TREASURER							
101414	1	001	10/21/2014	PARKING TICKETS-QTY 44	220.00	001-240-6599	SUPPLIES
** VENDOR TOTAL **					220.00	.00	220.00
206 BOONE NEWS REPUBLICAN							
295198	1	001	10/21/2014	08/18 COUNCIL PROCEEDS	153.87	001-620-6414	PUBLICATIONS
306445	1	001	10/21/2014	9-1 COUNCIL PROCEEDS	152.53	001-620-6414	PUBLICATIONS
309295	1	001	10/21/2014	PUBLIC HEARING NOTICE	20.07	001-620-6414	PUBLICATIONS
312727	1	001	10/21/2014	ORD 2204	27.21	001-620-6414	PUBLICATIONS
314673	1	001	10/21/2014	ORD 2202	21.85	001-620-6414	PUBLICATIONS
314679	1	001	10/21/2014	ORD 2203	20.96	001-620-6414	PUBLICATIONS
318858	1	001	10/21/2014	9/15 COUNCIL PROCEEDS	141.38	001-620-6414	PUBLICATIONS
** VENDOR TOTAL **					537.87	.00	537.87
232 BREKKE & MATHER							
7845	1	110	10/21/2014	REPAIRS-OVERHEAD DOORS	990.70	110-210-6310	REPAIRS/CITY SHED
** VENDOR TOTAL **					990.70	.00	990.70
269 CAFFREY WHOLESALE INC							
66259	1	001	10/21/2014	SUPPLIES-PD	124.96	001-110-6506	SUPPLIES/OFFICE

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
269 CAFFREY WHOLESALE INC							
66379	1	001	10/21/2014	SUPPLIES-C HALL	168.75	001-650-6599	MISCELLANEOUS
				** VENDOR TOTAL **	293.71	.00	293.71
287 CARPENTER UNIFORM COMPANY							
368441	1	001	10/21/2014	CREDIT MEMO-NELSON	49.99	001-110-6181	CLOTHING ALLOWANCE
372253	1	001	10/21/2014	NAME PLATE	30.98	001-150-6181	CLOTHING ALLOWANCE
372254	1	001	10/21/2014	CLOTH ALLOW-FIRE	65.39	001-150-6181	CLOTHING ALLOWANCE
				** VENDOR TOTAL **	46.38	.00	46.38
309 CENTRAL STATES ROOFING							
23854	1	610	10/21/2014	BLDG REPAIRS-WWTP	307.50	610-816-6310	BUILDING & GROUNDS
				** VENDOR TOTAL **	307.50	.00	307.50
320 BOONE CHAMBER OF COMMERCE							
101414	1	003	10/21/2014	2ND QTR HOTEL TAX	13830.00	003-520-6599	CONVENTION & VISITORS/HOTEL
				** VENDOR TOTAL **	13830.00	.00	13830.00
422 CULLIGAN WATER CONDITIONI							
101414	1	610	10/21/2014	COOLER RENTAL	18.10	610-816-6490	LAB TESTS
147565	1	600	10/21/2014	IRON OUT	59.70	600-810-6599	MISCELLANEOUS
147565	2	610	10/21/2014	IRON OUT	59.70	610-815-6599	MISC REFUNDS/NSF FEE
				** TOTAL **	119.40	.00	119.40
				** VENDOR TOTAL **	137.50	.00	137.50
585 FARLEY WHOLESALE TIRE CO							
2189	1	600	10/21/2014	TIRE DISPOSAL	17.50	600-811-6372	LANDFILL/USERS FEES
2192	1	600	10/21/2014	TIRE REPAIRS	21.00	600-811-6350	REPAIRS
				** VENDOR TOTAL **	38.50	.00	38.50
595 HAWKINS WATER TREATMENT G							
3651319	1	600	10/21/2014	CHEMICALS	1643.60	600-811-6501	CHEMICALS
				** VENDOR TOTAL **	1643.60	.00	1643.60
645 GALLS INC							
002467216	1	121	10/21/2014	GUN KIT	169.00	121-110-6505	FIREARM BUYBACK PROGRAM
002501017	1	121	10/21/2014	VEST-PD	636.25	121-110-6504	POLICE/MISC
				** VENDOR TOTAL **	805.25	.00	805.25
695 RICHARD O GROVE							

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE

				695 RICHARD O GROVE			
101414	1	112	10/21/2014	10/1 HYVEE RX	2.55	112-930-6150	GROUP INSURANCE PAYMENTS
101414	2	112	10/21/2014	10/1 HYVEE RX	28.62	112-930-6150	GROUP INSURANCE PAYMENTS
101414	3	112	10/21/2014	10/1 HYVEE RX	2.55	112-930-6150	GROUP INSURANCE PAYMENTS
				** TOTAL **	33.72	.00	33.72
				** VENDOR TOTAL **	33.72	.00	33.72
				801 HYDRO-KLEAN			
50269	1	600	10/21/2014	HABITAT FOR HUMANITY	950.00	600-810-6599	MISCELLANEOUS
				** VENDOR TOTAL **	950.00	.00	950.00
				802 STATE HYGIENIC LABORATORY			
41350	1	600	10/21/2014	LAB TESTS	540.00	600-812-6490	LAB ANALYSIS/STATE
41353	1	600	10/21/2014	LAB TESTS	144.00	600-812-6490	LAB ANALYSIS/STATE
				** VENDOR TOTAL **	684.00	.00	684.00
				830 IA ASSOC OF PROFESS FIREC			
101514	1	001	10/21/2014	ADAMS-DUES	50.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
				** VENDOR TOTAL **	50.00	.00	50.00
				848 IA DEPT OF TRANSPORTATION			
21375	1	110	10/21/2014	SIGN POSTS-QTY 12	424.68	110-210-6509	SIGNS/POSTS/SIGNALS
				** VENDOR TOTAL **	424.68	.00	424.68
				1022 KEYSTONE LABORATORIES INC			
1X08844	1	610	10/21/2014	LAB TESTS	196.80	610-816-6490	LAB TESTS
1X08925	1	610	10/21/2014	LAB TESTS	78.70	610-816-6490	LAB TESTS
				** VENDOR TOTAL **	275.50	.00	275.50
				1047 KRIZ-DAVIS COMPANY			
S100922849	1	110	10/21/2014	STREET LIGHTS	1830.00	110-240-6350	TRAFFIC REPAIRS
				** VENDOR TOTAL **	1830.00	.00	1830.00
				1057 KWBG			
IN-1140951	1	110	10/21/2014	ADV CONTRACT-SEPT	162.50	110-211-6414	PUBLICATIONS (RADIO/PAPER)
IN-1140951	2	001	10/21/2014	ADV CONTRACT-SEPT	162.50	001-620-6414	PUBLICATIONS
				** TOTAL **	325.00	.00	325.00
				** VENDOR TOTAL **	325.00	.00	325.00
				1112 LINDY'S			
17659	1	121	10/21/2014	ARMS-BUYBACK	1615.70	121-110-6505	FIREARM BUYBACK PROGRAM

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
1112 LINDY'S							
17713	1	121	10/21/2014	GUN SCOPE	42.80	121-110-6505	FIREARM BUYBACK PROGRAM
17759	1	001	10/21/2014	WIEBOLD-CLOTH ALLOW	94.16	001-110-6181	CLOTHING ALLOWANCE
** VENDOR TOTAL **					1752.66	.00	1752.66
1167 MARTIN MARIETTA AGGREGATE							
13950230	1	110	10/21/2014	MATERIALS-ALLEYS/GRAVEL RDS	883.58	110-210-6507	GRAVEL
13976517	1	110	10/21/2014	MATERIALS-ALLEYS/GRAVEL RDS	253.18	110-210-6507	GRAVEL
13999722	1	110	10/21/2014	MATERIALS-ALLEYS/GRAVEL RDS	860.67	110-210-6507	GRAVEL
** VENDOR TOTAL **					1997.43	.00	1997.43
1168 MARTIN OIL							
46289	1	110	10/21/2014	FUEL	2311.72	110-210-6331	GAS & OIL
46289	2	600	10/21/2014	FUEL	37.00	600-812-6331	GAS & OIL
46289	3	001	10/21/2014	FUEL	710.80	001-430-6331	GAS & OIL
46289	4	001	10/21/2014	FUEL	869.23	001-150-6331	GAS & OIL
46289	5	610	10/21/2014	FUEL	330.37	610-817-6331	GAS AND OIL
46289	6	610	10/21/2014	FUEL	93.58	610-816-6331	GAS/OIL
** TOTAL **					4352.70	.00	4352.70
** VENDOR TOTAL **					4352.70	.00	4352.70
1194 MCGILL COMPUTER SERVICES							
2014-66	1	001	10/21/2014	COMPUTER SVCS-OCT 14	250.00	001-620-6419	COMPUTER UPDATE/TRAINING
2014-66	2	600	10/21/2014	COMPUTER SVCS-OCT 14	250.00	600-810-6419	COMPUTER UPDATE
2014-66	3	610	10/21/2014	COMPUTER SVCS-OCT 14	250.00	610-815-6419	COMPUTER UPDATE
2014-66	4	110	10/21/2014	COMPUTER SVCS-OCT 14	250.00	110-211-6599	COMPUTER UPDATES
** TOTAL **					1000.00	.00	1000.00
2014-67	1	001	10/21/2014	COMPUTER SVCS/PD-OCT 14	350.00	001-110-6419	SERVICES & COMPUTER SUPPORT
** VENDOR TOTAL **					1350.00	.00	1350.00
1356 O'HALLORAN INTERNATIONAL							
R100031617	1	110	10/21/2014	A/C REPAIR-02 INTL	659.25	110-210-6350	REPAIRS-EQUIP/MECHANIC
** VENDOR TOTAL **					659.25	.00	659.25
1392 PEOPLES CLOTHING STORE							
101514	1	110	10/21/2014	SAFETY VEST-BATT	12.00	110-210-6599	SUPPLIES
** VENDOR TOTAL **					12.00	.00	12.00
1454 CENTURYLINK							
101414	1	001	10/21/2014	SIREN/ALARM LINE	74.00	001-110-6373	TELEPHONE
101414	2	001	10/21/2014	SIRENS	216.75	001-620-6373	TELEPHONE
101414	3	600	10/21/2014	SCADA	241.50	600-812-6499	WATER TOWER MAINTENANCE

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE

				1454 CENTURYLINK			
				** TOTAL **	532.25	.00	532.25
				** VENDOR TOTAL **	532.25	.00	532.25
				1482 REDEKERS			
301224	1	121	10/21/2014	VINYL FLOORING-FRC	1118.79	121-899-6599	FRC BUILDING IMPROVEMENTS
				** VENDOR TOTAL **	1118.79	.00	1118.79
				1552 R & W POWER			
39126	1	610	10/21/2014	PUMP REPAIRS	97.88	610-816-6350	REPAIRS
39310	1	110	10/21/2014	SAW REPAIRS	44.99	110-210-6350	REPAIRS-EQUIP/MECHANIC
				** VENDOR TOTAL **	142.87	.00	142.87
				1764 TRANS IA EQUIPMENT			
17141741	1	610	10/21/2014	HOSE-JET TRUCK	70.36	610-817-6505	EQUIPMENT
				** VENDOR TOTAL **	70.36	.00	70.36
				1822 VERIZON WIRELESS			
9732750043	1	001	10/21/2014	WIRELESS INTERNET-PD	280.07	001-110-6373	TELEPHONE
9732807823	1	600	10/21/2014	WIRELESS INTERNET-WTP	40.01	600-811-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	320.08	.00	320.08
				1846 WAL MART STORE #01-1389			
0810	1	110	10/21/2014	SUPPLIES	23.89	110-210-6599	SUPPLIES
0819	1	001	10/21/2014	CHARGER	29.88	001-170-6373	TELEPHONE
1264	1	110	10/21/2014	SUPPLIES	21.94	110-230-6499	BEAUTIFICATION/DOWNTOWN
1347	1	001	10/21/2014	BINDERS	8.79	001-150-6599	MISC/SUPPLIES
2125	1	001	10/21/2014	CHARGER	19.96	001-430-6506	OFFICE SUPPLIES
2153	1	001	10/21/2014	SUPPLIES-PD	34.79	001-110-6599	POLICE EQUIP/SUPPLIES
3180	1	001	10/21/2014	SUPPLIES	14.00	001-150-6599	MISC/SUPPLIES
4326	1	001	10/21/2014	NOTEBOOKS-QTY 5	9.85	001-620-6506	SUPPLIES/OFFICE
6288	1	001	10/21/2014	INK CART	31.94	001-430-6506	OFFICE SUPPLIES
7495	1	001	10/21/2014	IPHONE PROTECTORS	71.85	001-430-6506	OFFICE SUPPLIES
7530	1	001	10/21/2014	BATTERIES	20.94	001-620-6506	SUPPLIES/OFFICE

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE

1846 WAL MART STORE #01-1389							
7549	1	600	10/21/2014	IPAD CHARGER	31.76	600-812-6599	SUPPLIES
8862	1	001	10/21/2014	WAX	3.92	001-435-6599	SUPPLIES
** VENDOR TOTAL **					323.51	.00	323.51
1848 WALTERS SANITARY SERVICE							
49K41187	1	001	10/21/2014	WASTE REMOVAL/C HALL-SEPT	61.08	001-650-6371	UTILITIES
49K41188	1	110	10/21/2014	WASTE REMOVAL/POOL-JUNE-AUG	444.44	110-210-6371	UTILITIES
49K41344	1	730	10/21/2014	WASTE REMOVAL/FRC-SEPT 14	172.91	730-899-6499	SERVICES
49X31890	1	600	10/21/2014	WASTE REMOVAL/WTP-SEPT 14	156.00	600-811-6372	LANDFILL/USERS FEES
49X31891	1	610	10/21/2014	WASTE REMOVAL/WWTP-SEPT	222.20	610-816-6372	LANDFILL/USERS FEES
** VENDOR TOTAL **					1056.63	.00	1056.63
1898 DONALD WILSON							
101514	1	112	10/21/2014	9-15 SWANSON RX	2.55	112-930-6150	GROUP INSURANCE PAYMENTS
101514	2	112	10/21/2014	10-9 SWANSON RX	15.43	112-930-6150	GROUP INSURANCE PAYMENTS
101514	3	112	10/21/2014	9-15 SWANSON RX	2.55	112-930-6150	GROUP INSURANCE PAYMENTS
101514	4	112	10/21/2014	9-15 SWANSON RX	2.55	112-930-6150	GROUP INSURANCE PAYMENTS
101514	5	112	10/21/2014	10-9 SWANSON RX	14.70	112-930-6150	GROUP INSURANCE PAYMENTS
101514	6	112	10/21/2014	9-23 SWANSON RX	12.28	112-930-6150	GROUP INSURANCE PAYMENTS
** TOTAL **					50.06	.00	50.06
** VENDOR TOTAL **					50.06	.00	50.06
1922 ZEE MEDICAL SERVICE							
0158620417	1	110	10/21/2014	FIRST AID SUPPLIES-C SHED	108.65	110-210-6599	SUPPLIES
** VENDOR TOTAL **					108.65	.00	108.65
1963 BOONE HARDWARE							
860744	1	110	10/21/2014	SUPPLIES	4.19	110-210-6599	SUPPLIES
862210	1	110	10/21/2014	REPAIR SUPPLIES	4.49	110-210-6310	REPAIRS/CITY SHED
862211	1	110	10/21/2014	REPAIR SUPPLIES	12.50	110-210-6310	REPAIRS/CITY SHED
862821	1	001	10/21/2014	REPAIR SUPPLIES	4.98	001-150-6310	BUILDING MAINTENANCE
863270	1	001	10/21/2014	REPAIR SUPPLIES	6.49	001-110-6399	BUILDING MAINT/REPAIR
863365	1	001	10/21/2014	REPAIR SUPPLIES	6.49	001-110-6399	BUILDING MAINT/REPAIR
863950	1	600	10/21/2014	BATTERIES	26.67	600-811-6350	REPAIRS
864141	1	001	10/21/2014	SUPPLIES	12.48	001-110-6599	POLICE EQUIP/SUPPLIES

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE

1963 BOONE HARDWARE							
864244	1	600	10/21/2014	SUPPLIES-WTP	54.96	600-811-6350	REPAIRS
864766	1	001	10/21/2014	PAINT SUPPLIES	19.97	001-520-6599	MISC/SUPPLIES
865208	1	600	10/21/2014	PAINT	17.97	600-811-6350	REPAIRS
** VENDOR TOTAL **					171.19	.00	171.19
2088 MUNICIPAL EMERGENCY SERVI							
0570925	1	600	10/21/2014	EQUIPMENT-WATER MAINS	1186.00	600-812-6350	MAIN & VALVE WORK
0571417-IN	1	740	10/21/2014	STORM SEWER MANHOLES	904.00	740-865-6320	GROUNDS MAINT & REPAIRS
0572080-IN	1	600	10/21/2014	MAIN CLAMP	422.00	600-812-6350	MAIN & VALVE WORK
0572758-IN	1	740	10/21/2014	STORM INTAKE REPAIRS	212.00	740-865-6498	CMOM
0573037-IN	1	740	10/21/2014	STORM INTAKE	287.00	740-865-6498	CMOM
0573075-IN	1	740	10/21/2014	STORM INTAKE-14TH/CEDAR	1780.25	740-865-6498	CMOM
** VENDOR TOTAL **					4791.25	.00	4791.25
2129 TOTAL CHOICE SHIPPING							
67232	1	600	10/21/2014	SHIPPING-SAMPLES	11.49	600-811-6490	LAB ANALYSIS - STATE
67327	1	600	10/21/2014	SHIPPING-SAMPLES	21.75	600-811-6490	LAB ANALYSIS - STATE
** VENDOR TOTAL **					33.24	.00	33.24
2221 M & J AGGREGATE CORP							
26701	1	110	10/21/2014	ICE CONTROL SAND	592.80	110-250-6599	SAND/SALT/ETC
** VENDOR TOTAL **					592.80	.00	592.80
2252 BUSINESS & LEGAL REPORTS							
15761306	1	001	10/21/2014	7 MINUTE SAFETY TRAINER	52.00	001-110-6240	TRAVEL/CONF/TRAINING EXP
15761306	2	001	10/21/2014	7 MINUTE SAFETY TRAINER	52.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
15761306	3	001	10/21/2014	7 MINUTE SAFETY TRAINER	52.00	001-170-6240	TRAVEL/CONFERENCE EXPENSE
15761306	4	001	10/21/2014	7 MINUTE SAFETY TRAINER	52.00	001-410-6240	TRAVEL/CONFERENCE/EXPENSE
15761306	5	001	10/21/2014	7 MINUTE SAFETY TRAINER	52.00	001-430-6240	TRAVEL/CONFERENCE EXPENSE
15761306	6	001	10/21/2014	7 MINUTE SAFETY TRAINER	51.99	001-450-6240	TRAVEL/CONFERENCE
15761306	7	001	10/21/2014	7 MINUTE SAFETY TRAINER	51.99	001-620-6240	TRAVEL/CONFERENCE EXPENSE
15761306	8	110	10/21/2014	7 MINUTE SAFETY TRAINER	51.99	110-211-6240	TRAVEL/CONFERENCE EXPENSE
15761306	9	600	10/21/2014	7 MINUTE SAFETY TRAINER	51.99	600-811-6240	TRAVEL/CONFERENCE EXPENSE
15761306	10	610	10/21/2014	7 MINUTE SAFETY TRAINER	51.99	610-816-6240	TRAVEL/CONFERENCE EXPENSE
** TOTAL **					519.95	.00	519.95
** VENDOR TOTAL **					519.95	.00	519.95

2317 BROWNELLS INC

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
				2317 BROWNELLS INC			
10521677	1	121	10/21/2014	MAYSE-FIREARM BUYBACK	119.98	121-110-6505	FIREARM BUYBACK PROGRAM
				** VENDOR TOTAL **	119.98	.00	119.98
				2567 BIG G'S LOG CABIN BBQ			
851663	1	167	10/21/2014	CIVIL SVC MTG	60.00	167-110-6506	MISC POLICE TRUST
				** VENDOR TOTAL **	60.00	.00	60.00
				2596 STECKER CONCRETE			
1204	1	110	10/21/2014	CURB/GUTTER-7TH/GREENE	5540.00	110-210-6499	MISC CONTRACT WORK
				** VENDOR TOTAL **	5540.00	.00	5540.00
				2650 BLACKHAWK AUTOMATIC SPRIN			
80676	1	730	10/21/2014	SPRINKLER INSPECT	333.00	730-899-6499	SERVICES
				** VENDOR TOTAL **	333.00	.00	333.00
				2740 HD SUPPLY WATERWORKS LTD			
C881303	1	600	10/21/2014	LOCATE FLAGS	572.78	600-812-6599	SUPPLIES
C983791	1	600	10/21/2014	6" COUPLING	530.00	600-811-6350	REPAIRS
C983817	1	610	10/21/2014	WATER METERS-QTY 12	2762.00	610-817-6504	METERS
C983943	1	610	10/21/2014	METER BOOSTERS	526.71	610-817-6504	METERS
				** VENDOR TOTAL **	4391.49	.00	4391.49
				2855 FBG SERVICE CORP			
727086	1	001	10/21/2014	CLEANING SVC/C HALL-OCT 14	694.00	001-650-6409	CITY HALL CLEANING
				** VENDOR TOTAL **	694.00	.00	694.00
				2861 QUICK OIL COMPANY			
32022	1	600	10/21/2014	PROPANE	1559.80	600-811-6379	PROPANE
				** VENDOR TOTAL **	1559.80	.00	1559.80
				2867 FOTH ENGINEERING ALLIANCE			
41134	1	364	10/21/2014	GRIT BLDG IMPROVEMENTS	643.16	364-750-6767	GRIT REMOVAL SYSTEM IMPROV
				** VENDOR TOTAL **	643.16	.00	643.16
				2975 PROBUILD NORTH LLC			
655317	1	740	10/21/2014	INTAKE REPAIRS-1ST/BOONE	27.78	740-865-6324	DRAINAGE IMPROVEMENTS
655684	1	610	10/21/2014	TILE REPAIRS	61.30	610-817-6399	SEWER CLEANING/REPAIRS
				** VENDOR TOTAL **	89.08	.00	89.08
				3069 HAMILTON REDI-MIX			

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3069 HAMILTON REDI-MIX							
20014	1	740	10/21/2014	INTAKE REPAIRS	525.00	740-865-6498	CMOM
** VENDOR TOTAL **					525.00	.00	525.00
3214 ACCESS SYSTEMS LEASING							
15943397	1	001	10/21/2014	CITY HALL PRINTING CONTRACT	26.24	001-170-6506	SUPPLIES/OFFICE
15943397	2	001	10/21/2014	CITY HALL PRINTING CONTRACT	30.60	001-620-6599	MISC/MAINTENANCE AGREEMNT
15943397	3	600	10/21/2014	CITY HALL PRINTING CONTRACT	174.88	600-810-6506	SUPPLIES/OFFICE
15943397	4	610	10/21/2014	CITY HALL PRINTING CONTRACT	174.88	610-815-6506	SUPPLIES/OFFICE
15943397	5	110	10/21/2014	CITY HALL PRINTING CONTRACT	30.60	110-211-6506	SUPPLIES/OFFICE
** TOTAL **					437.20	.00	437.20
** VENDOR TOTAL **					437.20	.00	437.20
3245 STANARD & ASSOC INC							
SA00002663	1	001	10/21/2014	MATERIALS-PD	52.00	001-110-6240	TRAVEL/CONF/TRAINING EXP
** VENDOR TOTAL **					52.00	.00	52.00
3312 AUGUST ENTERPRISES LLC							
2014-112	1	352	10/21/2014	SVCS-1415 3RD ST	100.00	352-750-6799	NEIGHBOR STABILIZATION (NSP)
** VENDOR TOTAL **					100.00	.00	100.00
3330 LUCAS WEIGAL							
101514	1	001	10/21/2014	MOWING-QTY 19	950.00	001-198-6498	WEED/SNOW
** VENDOR TOTAL **					950.00	.00	950.00
3332 TAC 10 INC							
101514	1	001	10/21/2014	CONF REG-WESTBERG	50.00	001-110-6240	TRAVEL/CONF/TRAINING EXP
** VENDOR TOTAL **					50.00	.00	50.00
3337 VISA							
10114	1	600	10/21/2014	CEU CONF-ANDREWS	217.80	600-812-6240	TRAVEL/CONFERENCE EXPENSE
10114	2	600	10/21/2014	CEU CONF-ROUSE	217.80	600-812-6240	TRAVEL/CONFERENCE EXPENSE
10114	3	600	10/21/2014	CEU CONF-TAYLOR	217.80	600-812-6240	TRAVEL/CONFERENCE EXPENSE
10114	4	600	10/21/2014	CEU CONF-ROBINSON	217.80	600-812-6240	TRAVEL/CONFERENCE EXPENSE
10114	5	610	10/21/2014	CEU CONF-ELLSBURY	254.30	610-816-6240	TRAVEL/CONFERENCE EXPENSE
10114	6	600	10/21/2014	CEU CONF-WILDEMAN	217.80	600-811-6240	TRAVEL/CONFERENCE EXPENSE
10114	7	600	10/21/2014	CEU MEAL-QTY 5	43.52	600-812-6240	TRAVEL/CONFERENCE EXPENSE
10114	8	600	10/21/2014	CEU MEAL-QTY 4	155.89	600-812-6240	TRAVEL/CONFERENCE EXPENSE
10114	9	001	10/21/2014	CHIEF CONF	273.28	001-110-6240	TRAVEL/CONF/TRAINING EXP
10114	10	167	10/21/2014	LEAGUE MEALS-QTY 6	168.01	167-110-6506	MISC POLICE TRUST
10114	11	600	10/21/2014	CEU CONF-SCHWARTZ	217.80	600-812-6240	TRAVEL/CONFERENCE EXPENSE
** TOTAL **					2201.80	.00	2201.80
101514	1	167	10/21/2014	LEAGUE CONF MEAL-QTY 4	150.33	167-110-6506	MISC POLICE TRUST
101514	2	001	10/21/2014	SIGN PAINTING-VOL LUNCH	15.57	001-520-6599	MISC/SUPPLIES
101514	3	001	10/21/2014	LEAGUE CONF MEAL-QTY 3	39.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE

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3337 VISA							
101514	4	001	10/21/2014	LEAGUE CONF MEAL-QTY 3	32.16	001-620-6240	TRAVEL/CONFERENCE EXPENSE
101514	5	001	10/21/2014	LEAGUE CONF MEAL-QTY 3	40.32	001-620-6240	TRAVEL/CONFERENCE EXPENSE
101514	6	001	10/21/2014	LEAGUE CONF MEAL-QTY 2	13.75	001-620-6240	TRAVEL/CONFERENCE EXPENSE
101514	7	001	10/21/2014	FUEL-ADMIN CAR	23.54	001-620-6240	TRAVEL/CONFERENCE EXPENSE
101514	8	001	10/21/2014	PART-FIRE ENGINE	237.71	001-150-6332	REPAIRS
101514	9	001	10/21/2014	LEAGUE CONF HOTEL	402.08	001-520-6240	CONF/CAR ALLOW
101514	10	001	10/21/2014	LEAGUE CONF HOTEL-QTY 2	804.16	001-620-6240	TRAVEL/CONFERENCE EXPENSE
101514	11	001	10/21/2014	CIRTPA LUNCH-NELSON	15.17	001-620-6240	TRAVEL/CONFERENCE EXPENSE
101514	12	610	10/21/2014	UTILITY MTG-QTY 3	22.98	610-815-6240	TRAVEL/CONF ADMIN
101514	13	600	10/21/2014	UTILITY MTG-QTY 3	22.97	600-810-6240	TRAVEL/CONFERENCE EXPENSE
101514	14	001	10/21/2014	FUEL	23.09	001-520-6240	CONF/CAR ALLOW
** TOTAL **					1842.83	.00	1842.83
** VENDOR TOTAL **					4044.63	.00	4044.63
3423 GRAYMONT CAPITAL INC							
43849	1	600	10/21/2014	LIME	3952.21	600-811-6501	CHEMICALS
44944	1	600	10/21/2014	LIME	3973.61	600-811-6501	CHEMICALS
** VENDOR TOTAL **					7925.82	.00	7925.82
3472 RESERVE ACCOUNT							
101514	1	001	10/21/2014	POSTAGE REFILL	62.99	001-620-6508	POSTAGE
101514	2	001	10/21/2014	POSTAGE REFILL	84.00	001-110-6508	POSTAGE
101514	3	001	10/21/2014	POSTAGE REFILL	12.00	001-430-6508	POSTAGE
101514	4	001	10/21/2014	POSTAGE REFILL	19.68	001-150-6508	POSTAGE
101514	5	001	10/21/2014	POSTAGE REFILL	152.29	001-410-6508	POSTAGE
101514	6	001	10/21/2014	POSTAGE REFILL	37.49	001-170-6508	POSTAGE
101514	7	001	10/21/2014	POSTAGE REFILL	12.25	001-280-6508	POSTAGE
101514	8	600	10/21/2014	POSTAGE REFILL	349.20	600-810-6508	POSTAGE
101514	9	001	10/21/2014	POSTAGE REFILL	12.00	001-450-6508	POSTAGE
101514	10	610	10/21/2014	POSTAGE REFILL	350.10	610-815-6508	POSTAGE
101514	11	001	10/21/2014	POSTAGE REFILL	12.00	001-240-6508	POSTAGE
101514	12	110	10/21/2014	POSTAGE REFILL	96.00	110-211-6508	POSTAGE
** TOTAL **					1200.00	.00	1200.00
** VENDOR TOTAL **					1200.00	.00	1200.00
3506 CDS GLOBAL							
101414	1	600	10/21/2014	POSTAGE	1005.80	600-810-6499	UB OUTSOURCING
101414	2	610	10/21/2014	POSTAGE	1005.80	610-815-6499	UB OUTSOURCING
** TOTAL **					2011.60	.00	2011.60
1409D0127	1	600	10/21/2014	MTHLY PROCESSING	857.70	600-810-6499	UB OUTSOURCING
1409D0127	2	610	10/21/2014	MTHLY PROCESSING	857.70	610-815-6499	UB OUTSOURCING
1409D0127	3	001	10/21/2014	NEWSLETTER	120.00	001-620-6414	PUBLICATIONS
1409D0127	4	110	10/21/2014	NEWSLETTER	120.00	110-211-6414	PUBLICATIONS (RADIO/PAPER)
** TOTAL **					1955.40	.00	1955.40
** VENDOR TOTAL **					3967.00	.00	3967.00
3563 AARP MEDICARE RX ENHANCED							

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				3563 AARP MEDICARE RX ENHANCED			
101414	1	112	10/21/2014	MEDICARE RX	134.60	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	134.60	.00	134.60
				3569 DESIGN ALLIANCE			
203826	1	369	10/21/2014	SVCS-PUBLIC WKS FACILITY	1947.04	369-750-6407	PARK/PW BUILDING ENGINEERING
				** VENDOR TOTAL **	1947.04	.00	1947.04
				3586 STONE OFFICE SUPPLY			
154662	1	001	10/21/2014	OFFICE SUPPLIES-PD	24.10	001-110-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	24.10	.00	24.10
				3623 IA PUMP WORKS			
6565	1	610	10/21/2014	REPAIRS-CHECK VALVES	3365.00	610-816-6350	REPAIRS
				** VENDOR TOTAL **	3365.00	.00	3365.00
				3624 SELF FUNDING ACTUARIAL SV			
100779	1	112	10/21/2014	509A FILING	400.00	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	400.00	.00	400.00
				1103 LEE MORGAN			
101514	1	121	10/21/2014	SIDEWALK REIMB-604 WESTWOOD	570.96	121-210-6499	SIDEWALK REIMBURSEMENT
				** VENDOR TOTAL **	570.96	.00	570.96
				2033 CONTINENTAL REO			
101414	1	600	10/21/2014	OVERPAYMENT	10.63	600-810-6599	MISCELLANEOUS
101414	2	610	10/21/2014	OVERPAYMENT	10.62	610-815-6599	MISC REFUNDS/NSF FEE
				** TOTAL **	21.25	.00	21.25
				** VENDOR TOTAL **	21.25	.00	21.25
				2034 SARA MORTON			
101514	1	740	10/21/2014	PROP PROT PROGRAM-1522 STORY	2000.00	740-865-6499	I AND I PROJECT (PPP)
				** VENDOR TOTAL **	2000.00	.00	2000.00
				** GRAND TOTAL **	137495.43	.00	137495.43

Jim P. Robbins AT0006583

Return Document To: Jim P. Robbins 1001 W. Mamie Eisenhower, Boone, IA 50036

Prepared by: Jim P. Robbins, 1001 W. Mamie Eisenhower, Boone, IA 50036, (515) 432-7114

ORDINANCE NO. 2207

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONE,
IOWA:

Section 1. Purpose: To allow the City of Boone, Iowa to change the Noxious Weeds and Growths Ordinance.

Section 2. Chapter 151, Section 151.04 NOTICE OF ERADICATION REQUIREMENTS is hereby amended by deleting the current section and replacing it as follows:

151.04 NOTICE OF ERADICATION REQUIREMENTS. No earlier than April 1 and not later than April 30 of each year, the Director of public Safety or his designee shall publish, once each week for three consecutive weeks in the official newspaper of the City, a notice of the requirements of this chapter and the penalties for failure to comply with this chapter. The notice shall also state that unless complied with, the Director of Public Safety of his designee shall cause said weeds or growths be destroyed or cut and the cost thereof will be taxed against the real estate on which the noxious weeds or growths are destroyed. Said notice shall specifically state that as to grasses growing over twelve (12) inches tall no further notice will be given to the property owner or person in possession of the property and that failure to comply will result in the work being done immediately by the city.

Section 3. Chapter 151, Section 151.05 ENTERING LAND TO DESTROY WEEDS OR GROWTHS is hereby amended by deleting the current section and replacing it as follows:

151.05 ENTERING LAND TO DESTROY WEEDS OR GROWTHS. In case of a substantial failure, except in cases of grasses growing over twelve (12) inches tall which will be cut immediately, by the owner or person in possession or control of any land to comply with any order of destruction pursuant to the provisions of this chapter, the Director of Public Safety or his designee shall have full power and authority to enter upon any land within the City for the purpose of destroying noxious weeds or growths. Such entry may be made without the consent of the landowner or person in possession or control of the land but actual work of destruction shall not be commenced until five (5) days after the service of notice in writing on the landowner and on the person in possession or in control of the land. The notice

shall state the facts as to failure of compliance with the City program of weed or growth destruction order made by the Council and shall be served in the same manner as an original notice except as hereinafter provided. The notice may be served by the Director of Public Safety or his designee provided, however, that service on persons living temporarily or permanently outside the City may be made by sending the written notice of noncompliance by certified mail to said person at the last known address to be ascertained, if necessary, from the last tax list in the County Treasurer's office. Where any person owning land within the City has filed a written instrument in the office of the County Auditor designating the name and address of such person's agent, the notice herein provided may be served on that agent. In computing time hereunder it shall be from the date of service as evidenced on the return or if made by certified mail, from the date of mailing as evidenced by the certified mail book at the post office where mailed. In case of a substantial failure to comply by the date prescribed in any order of destruction of weeds or growths made pursuant to this chapter. The Director of Public Safety or his designee may enter upon the land and cause the weeds or growths be destroyed. In addition to all costs of destruction, a civil penalty, as set by resolution of the City Council as a deterrent against subsequent future violations by the property owner or occupant, will be charged and collected. In the event these costs and penalties are not paid upon billing, they shall be assessed against the property.

(Sections 151.02-151.05-Ord. 2181-Apr. 13 Supp.)

Section 4. Repealer Clause. All ordinances in conflict herewith are repealed.
They are: None

Section 5. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity or the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. When Effective. This ordinance shall be in effect after its passage, approval and publication as provided by law.

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

Jim P. Robbins AT0006583

Return Document To: Jim P. Robbins 1001 W. Mamie Eisenhower, Boone, IA 50036

Prepared by: Jim P. Robbins, 1001 W. Mamie Eisenhower, Boone, IA 50036, (515) 432-7114

ORDINANCE NO. 2208

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONE,
IOWA:

Section 1. Purpose: To allow the City of Boone, Iowa to change the Sidewalk Regulations Ordinance.

Section 2. Chapter 136, Section 136.03 is hereby amended by deleting the current section and replacing it as follows:

136.03 REMOVAL OF SNOW, ICE AND ACCUMULATIONS. It is the responsibility of the abutting property owner(s) to remove snow, ice and accumulation thereof promptly from sidewalks. If a property owner does not remove snow, ice or accumulations thereof within twenty-four (24) hours for commercial property owners and forty-eight (48) hours for residential owners of the cessation of the storm, the City may do so and assess the costs against the property owner for collection in the same manner as a property tax. No specific notice will be given to the property owner other than by the general notice to be published no earlier than November 1 and not later than November 30 of each year, the Director of Public Safety shall publish, once each week for three consecutive weeks in the official newspaper of the City, a notice of the requirements of this chapter and the penalties for failure to comply with this chapter. The notice shall also state that unless complied with, the Director of Public Safety shall cause said snow, ice and accumulations to be removed and the cost thereof will be taxed against the real estate. The time limitations shall commence at 8:00 a.m. following cessation of the storm in the event the storm ends during the hours of 6:00 p.m. to 7:59 a.m. for purposes of calculating when said requirement must be completed. The cost of removal of snow, ice and accumulations thereof will be set by resolution of the Council.

Section 3. Repealer Clause. All ordinances in conflict herewith are repealed.

They are: None

Section 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity or the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. When Effective. This ordinance shall be in effect after its passage, approval and publication as provided by law.

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

Jim P. Robbins AT0006583

Return Document To: Jim P. Robbins 1001 W. Mamie Eisenhower, Boone, IA 50036

Preparer Information: Jim P. Robbins, 1001 W. Mamie Eisenhower, Boone, IA 50036, (515) 432-7114

ORDINANCE NO. 2209

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONE,
IOWA:

Section 1. Purpose: To allow the City of Boone, Iowa to change the Penalties as it pertains to the curfew concerning minors.

Section 2. Chapter 46, Section 46.01 is hereby amended by deleting the current Paragraph 6 and replacing it as follows:

46.01 CURFEW

6. Penalties.

- A. First offense - \$75.00 fine**
- B. Second offense - \$300.00 fine**
- C. Third and subsequent offenses – \$750.00 fine**

Section 3. Repealer Clause. All ordinances in conflict herewith are repealed.
They are: None

Section 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity or the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. When Effective. This ordinance shall be in effect after its passage, approval and publication as provided by law.

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

Jim P. Robbins AT0006583

Return Document To: Jim P. Robbins 1001 W. Mamie Eisenhower, Boone, IA 50036

Prepared by: Jim P. Robbins, 1001 W. Mamie Eisenhower, Boone, IA 50036, (515) 432-7114

ORDINANCE NO. 2210

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONE,
IOWA:

Section 1. Purpose: To allow the City of Boone, Iowa to change Chapter 45 Alcohol Consumption and Intoxication as it pertains to persons under legal age.

Section 2. Chapter 45, Section 45.01 is hereby amended by deleting the current Paragraph 1 and replacing it as follows:

45.01 PERSONS UNDER LEGAL AGE. As used in this section, “legal age” means twenty-one (21) years of age or more.

1. A person or persons under legal age shall not purchase or attempt to, consume, or individually or jointly have alcoholic liquor, wine or beer in their possession or control; except in the case of liquor, wine or beer given or dispensed to a person under legal age within a private home and with the knowledge, presence and consent of the parent or guardian, for beverage or medicinal purposes or as administered to the person by either a physician or dentist for medicinal purposes and except to the extent that a person under legal age may handle alcoholic beverages, wine, and beer during the regular course of the person’s employment by a liquor control licensee, or wine or beer permittee under State laws.

(Code of Iowa, Sec 123.47[2])

Section 3. Repealer Clause. All ordinances in conflict herewith are repealed.
They are: None

Section 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity or the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. When Effective. This ordinance shall be in effect after its passage, approval and publication as provided by law.

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

Jim P. Robbins AT0006583

Return Document To: Jim P. Robbins 1001 W. Mamie Eisenhower, Boone, IA 50036

Preparer Information: Jim P. Robbins, 1001 W. Mamie Eisenhower, Boone, IA 50036, (515) 432-7114

ORDINANCE NO. 2211

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONE,
IOWA:

Section 1. Purpose: To allow the City of Boone, Iowa to change the Penalties as it pertains to Municipal Infractions.

Section 2. Chapter 4, Section 4.03(2)(c) is hereby amended by deleting the current Paragraph C and replacing it as follows:

4.03(2)(C) Municipal Infractions

C. Any violation of the restrictions prohibiting blowing grass, leaves or snow into the street “open burning”, curfew as defined in Chapter 46, or placing signs in the public right-of-way shall carry the following penalties.

(1) Second Offense - \$75.00 fine

(2) Third Offense - \$300.00 fine

(3) Fourth Offense and subsequent offenses - \$750.00 fine

Each day that a violation occurs or is permitted to exist constitutes a repeat offence.

Section 3. Repealer Clause. All ordinances in conflict herewith are repealed.

They are: None

Section 4. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity or the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. When Effective. This ordinance shall be in effect after its passage, approval and publication as provided by law.

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

Jim P. Robbins AT0006583

Return Document To: Jim P. Robbins 1001 W. Mamie Eisenhower, Boone, IA 50036

Preparer Information: Jim P. Robbins, 1001 W. Mamie Eisenhower, Boone, IA 50036, (515) 432-7114

ORDINANCE NO. 2205

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONE,
IOWA:

Section 1. Purpose: To clarify that Chapter 150 pertains to streets in the public area and not private property.

Section 2. Chapter 150, Section 150.09 is hereby amended by deleting the current Section 150.09 and replacing it as follows:

150.09 PUBLIC TREE CARE The City shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds. The City may remove any street tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines or public improvements, or is affected with any injurious fungus, insect or other pest. This section does not prohibit the planting of street trees by adjacent property owners providing that the selection and location of such trees is in accordance with Section 150.03 through 150.08 of this chapter.

Section 3. Chapter 150, Section 50.03 (3) is hereby deleted.

Section 4. Chapter 150, Section 50.02 (10) is hereby deleted.

Section 5. Repealer Clause. All ordinances in conflict herewith are repealed.
There are: None

Section 6. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity or the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 7. When Effective. This ordinance shall be in effect after its passage, approval and publication as provided by law.

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

Jim P. Robbins AT0006583

Return Document To: Jim P. Robbins 1001 W. Mamie Eisenhower, Boone, IA 50036

Preparer Information: Jim P. Robbins, 1001 W. Mamie Eisenhower, Boone, IA 50036, (515) 432-7114

ORDINANCE NO. 2206

BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF BOONE,
IOWA:

Section 1. Purpose: To rezone certain property in the City of Boone from R-2 (One and Two Family Residential) to R-1 (Single Family Residential).

Section 2. Chapter 175, Section 175.06 is hereby amended by deleting the current section and replacing it as follows;

175.06 ZONING MAP. The boundaries of these districts are indicated upon the official zoning map of the City, which map is made part of this chapter by reference hereto. The official zoning map of the City of Boone which is kept in a digital format and all the notations, references and other matters shown thereon shall be as much a part of this chapter as if the notations, references, and other matters set forth by said map were all fully described herein. The official zoning map shall be kept by the City Clerk who shall when required attest to its authenticity. If in accordance with the provisions of this chapter and Chapter 414 of the Code of Iowa, changes are made in district boundaries or other matters portrayed in the Official Zoning Map, said changes shall be recorded by the Clerk on the official zoning map promptly after the amendment has been approved by the City Council. Regardless of the existence of purported copies of the Official Zoning Map which may from time to time be made or published, the Official Zoning Map, which means the zoning map kept in the digital format together with amending ordinances, shall be the final authority as the current zoning status of land and water area, buildings, and other structures in the City and in those surrounding lands within two miles of the corporate limits of the City of Boone, Iowa. In the event that the Official Zoning Map becomes damaged, destroyed, lost, or difficult to interpret because of use, the Council may by resolution adopt a new Official Zoning Map which shall supersede the prior Official Zoning Map. The new Official Zoning Map may correct drafting or other errors or omission in the prior Official Zoning Map, but no such correction shall have the effect of amending the original zoning ordinance or any subsequent amendment thereof. The new Official Zoning Map shall be identified as set forth above and shall contain the following words: "This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted (date of adoption

of map being replaces) by the City of Boone, Iowa.”

Section 3. Pursuant to Section 175.31 of the Boone City Code a Public Hearing was held on August 11, 2014 before the Boone Planning and Zoning Commission to consider rezoning certain property in the City of Boone from R-2 (One and Two Family Residential) to R-1 (Single Family Residential) as shown on the attached “Zoning Map of Adjustment.”

Section 4. The Official Zoning Map of the City of Boone is hereby amended to rezone certain property in the City of Boone from R-2 (One and Two Family Residential) to R-1 (Single Family Residential) as shown on the attached “Zoning Map of Adjustment.”

Section 5. Repealer Clause. All ordinances in conflict herewith are repealed. They are: None

Section 6. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity or the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 7. When Effective. This ordinance shall be in effect after its passage, approval and publication as provided by law.

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

BOONE POLICE DEPARTMENT

COUNCIL REPORT

Sep-14

	2013		2014	
MURDER CHARGES FILED	0		0	
ASSAULT CHARGES FILED	4		8	
<i>ASSAULT/INTIMIDATION REPORTED</i>		7		11
BURGLARY/THEFT CHARGES FILED	3		7	
<i>BURGLARY/THEFTS REPORTED</i>		34		29
<i>STOLEN PROPERTY VALUE</i>	\$12,728		\$18,298	
<i>RECOVERED PROPERTY VALUE</i>	\$6,215		\$600	
DESTRUCTION/CRIM MISCHIEF FILED		0		2
<i>CRIM MISCHIEF REPORTED</i>	4		11	
<i>DAMAGED PROPERTY VALUE</i>	\$1,450		\$7,350	
DRUG/NARCOTIC VIOLATIONS	15		17	
ALCOHOL VIOLATIONS	57		10	
<i>ALL OTHER OFFENSES REPORTED</i>		27		25
TOTAL ACCIDENTS	18		22	
TOTAL INJURIES	10		4	
TOTAL FATALITIES	0		0	
TOTAL TRAFFIC CITATIONS	178		128	
*NUMBER OF CALLS FOR SERVICE	814		1027	
SICK LEAVE HOURS:				
OFFICERS:	63		206.75	
OTHERS:	3.5		3.5	
ON-THE-JOB INJURY:	0		0	
VACATION LEAVE HOURS:				
OFFICERS:	247		190	
OTHERS:	0		5	
FUNERAL LEAVE HOURS:	0		0	
MILITARY LEAVE HOURS:	0		0	
JURY DUTY HOURS:	0		0	
OVERTIME HOURS:				
OFFICERS:	399		244	
PART-TIME OFFICER:	9.50		121.75	

* Does not reflect actual number of calls for service. Communication Center does not record calls such as lockouts, citizen's assistance, and minor calls for service.