



City Council Meeting Notice

Governing Body: City Council of Boone, Iowa

Date of Meeting: November 02, 2015

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. Public Hearing to Consider the Sale of Property Located at 903 Story St.
 - B. Annual TIF Report Update. (Maggie Burger)
 - C. Clarify Ordinance Regarding Snakes for a New Business; Ark, Pets and More. (John Metcalf)
 - D. Discuss Parking near Race Track and Hwy. 30 Speed Limit during Race Week. (Beckwith)
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
 - C. CLERK/FINANCE OFFICER – Ondrea Elmquist
 1. Discuss Payroll Outsourcing. (Elmquist)
 - D. CITY ATTORNEY – Jim Robbins
 - E. DIRECTOR OF PARKS AND PUBLIC WORKS – John Rouse
 1. Street Light Installation Estimate. (Rouse)
 - F. CITY ENGINEER - Wayne Schwartz
 1. Award Water Treatment Plant Removal of Lime Residuals Project to Biosolids Management Group for \$140,400.00. (Schwartz)
 - G. DIRECTOR OF PUBLIC SAFETY – Bill Skare
 1. Discuss Civil Penalty. (Skare)
 2. Discuss Obtaining Ownership of 1627 5th St. for Demolition. (Skare)
 - H. CITY ADMINISTRATOR – Luke Nelson
 1. Discuss Temporary use of Auditorium for Boone Community Theatre. (Nelson)

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 meeting(s)
 - B. BILLS PAYABLE
 - C. PERMITS
 1. Alcohol Licenses
 - a. New License – none
 - b. Renewal – none
 - c. Transfer – none
 2. Cigarette/Tobacco Permit – none
 - D. RESOLUTIONS
 1. 2362 Authorizing an Agreement with the Boone Chamber and Authorizing Sale of Property at 903 Story St.
 2. 2363 Authorizing the Execution of a Contract for Removal of Lime Residuals
 3. 2364 Authorizing the Execution of Settlement Agreement and Release
 - E. BOARD AND COMMISSION APPOINTMENTS
 - F. OTHER
7. ORDINANCES
 - A. Second Reading of Ordinance 2223 – Revising Water Meter Deposit.
8. MAYOR'S COMMENTS
9. COUNCILMEMBER'S COMMENTS
10. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA
11. CLOSED SESSION PURSUANT TO IOWA CODE §20.17(3) TO DISCUSS CONTRACT NEGOTIATIONS (CEBO)
12. CLOSED SESSION PURSUANT TO IOWA CODE §20.17(3) TO DISCUSS CONTRACT NEGOTIATIONS (Fire Department)
13. CLOSED SESSION PURSUANT TO §21.5(C) TO DISCUSS STRATEGY WITH COUNSEL IN A MATTER WHERE LITIGATION IS PRESENT OR IMMINENT AND DISCLOSURE WOULD BE LIKELY TO PREJUDICE OR DISADVANTAGE THE POSITION OF THE CITY OF BOONE IN THAT LITIGATION (Schwartz)
14. MOTION TO ADJOURN

**Interstate Power & Light Company (Applicable to the Iowa Service Area)
ESTIMATE**

Customer Name: City of Boone

Date: 10/28/2015

Mailing Address:

Phone #

Project Address: Hawkeye / 5 mile / Kate Shelley / Delaware / Linn Street light
cost for review

Account #

WR #

Contract # _____

The lighting contemplated herein is based upon the Company's Standard Charges for installation of new facilities.

Standard Charge Description	Billing Code	QTY	Installed Cost
LIGHTING OVERHEAD CONDUCTOR	SPG-31	0 feet	\$0.00
LIGHTING UNDERGROUND CABLE	SPG-30	0 feet	\$0.00
TRENCH/PLOW	IPG-19	0 feet	\$0.00
BORE/MISSILE/TUNNEL	IPG-04	340 feet	\$2,448.00

Iowa Total Free Conductor Footage = 242 feet

Iowa Total Free Cable Footage = 6120 feet

Iowa Free Trenching Footage = 6120 feet

Street Lighting Facilities Installed Standard Charge = \$2,448.00

Iowa Public Good Contribution Tax Adder = 0.00%

Tax Amount = \$0.00

Non-Refundable Public Good Contribution In Aid of Construction Required = \$2,448.00

Reimbursable Charge Description	Billing Code	Amount
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Non-Refundable Reimbursement Required = \$0.00

Tariff Item Description	Rate Code	QTY	Total Charge
80 WATTS LED or 100 WATTS HPS (DECORATIVE)	640	42 each	\$252.42
3S CONCRETE LIGHTING POLE	640	36 each	\$527.76

monthly Tariff cost without energy charge and taxes = \$780.18

Total Non-Refundable Project Contribution = \$2,448.00

COMMENTS:

PROPOSAL

**2015 WATER TREATMENT PLANT
REMOVAL OF LIME RESIDUALS PROJECT
BOONE, IOWA**

PROPOSAL:

**TO FURNISH ALL MATERIALS, LABOR, TOOLS AND EQUIPMENT AND TO
CONSTRUCT IMPROVEMENTS AS SPECIFIED HEREIN:**

NAME OF BIDDER: Biosdids Management Group

ADDRESS OF BIDDER: 1002 Quartz Ave Boone IA 50036

CONTACT PHONE NUMBER OF BIDDER: 515 230 1214

REPRESENTATIVE OF BIDDER: Jeff H Burma

**TO THE: CITY OF BOONE
CITY HALL - OFFICE OF CITY CLERK
923 - 8TH STREET, P.O. BOX 550
BOONE, IOWA 50036-0550**

The Undersigned as a Bidder declares that the Bidder has examined the location of the proposed work and determined the amount and character of the proposed work and the material and equipment necessary to complete same in compliance with the Specifications, Plans, Contract, and Addenda number __, __, and __.

The Undersigned states that the Bidder has been engaged in Contract work of this class for a period of 17 years and invites your attention to the following work that has been completed under the Bidder's direction:

PROPOSAL

(Certified Check)
The Undersigned submits herewith a (Bid Bond) in the amount of
(Cashier's Check)
_____ (\$ 14,040) which shall become the property of the City
of Boone, Iowa, should the Undersigned fail or refuse to execute a Contract and to furnish Bond as called
for in the Specifications within the time provided.

The Undersigned Bidder certifies that this Proposal is made in good faith, without collusion or
connection with any other person or persons bidding on the work.

The Undersigned Bidder states that this Proposal is made in conformity with the Specifications and
agrees that in the event of any discrepancies or differences between any conditions of the Bidders
Proposal and the Specifications, that the provisions of the latter shall prevail.

The Undersigned hereby proposes to provide the required labor, materials, services, equipment and tools,
and to perform the work described in the Specifications, within the time required for the sum or sums
stated hereinafter in the Proposal Schedule, which schedule is hereby made a part of this Proposal.

Bidder: Biosolids Management Group

By: 

Title: Owner

Date: 10-28-2015

PROPOSAL

PROPOSAL SCHEDULE 2015 WATER TREATMENT PLANT REMOVAL OF LIME RESIDUALS PROJECT BOONE, IOWA

1. Construct the **2015 Water Treatment Plant Removal of Lime Residuals** project for the following Unit and Lump Sum Prices.

Item	Description	Unit	Estimated Quantity	Unit Price	Amount
1.0	Mobilization	LS	1	\$ —	\$ 25,000
2.0	Removal of Lime Pond Residuals. Includes offsite stockpile and offsite disposal of lime residuals removed from approximately the south 50-feet of the north lime holding pond. Actual removal limits marked at site.	LS	1	\$ —	\$ 111,900
3.0	Granular Surfacing, Class A Crushed Stone	TON	100	\$ 35	\$ 3500
BASE BID – Total of Items 1.0 – 3.0					\$ 140,400

2. The work will be started within ten (10) calendar days after date set forth in written Notice to Proceed, or as agreed upon with Owner, and will be completed as defined in the NOTICE OF HEARING AND LETTING..
3. Liquidated damages in an amount equal to the actual damages incurred by the Owner may be assessed for each day that the work remains uncompleted after the end of the Contract Period, with due allowance for extensions of the Contract Period under Regulation of the Contract Section 28.1.
4. By entering into a Contract with the City, Contractor agrees to pay the City an amount of Two Hundred-Fifty Dollars (\$250) per day for each day that the work remains uncompleted after the end of the contract period, with due allowances for extensions of the Contract Period under Regulations of Contract Section 28.1.
5. Bidder shall submit with their proposal qualifications and references and also a list of all subcontractors proposed to be used on the project.

References

Roy Martin

Water and Waste Water Superintendent

Boone, Iowa

Phone: 1-515-298-1189

Heath Loven

Regional Manager of Operations (Texas) EMC

Phone: 1-806-886-0122

Email: heath.loven@emcstl.com

Christine McKiernan

Vice President Technology Development Bio Energy Systems

440 Science Drive Suite 300 Madison Wisconsin 53711

Phone 608-287-4089

Biosolids Management Group can produce more upon request

Regards



Jeff H Burma

Qualifications

Similar jobs completed to date:

Cedar Rapids, Iowa Lime – 77,000 tons of lime excavated, trucked and spread one year

City of Ames, Iowa Lime- 25,000 tons of lime excavated, trucked and spread per year for 8 years

Fort Knox Kentucky Federal Reserve- 6,000 tons of lime excavated, trucked, and spread one year

City of Burlington, Iowa- 25,000 tons of lime excavated, trucked and spread one year

BMG has completed many lime and sludge cake jobs, which are very similar to the lime job being proposed by the City of Boone, Iowa. In Fact BMG has successfully completed this particular job on several occasions and feel that with our experience and our staff BMG would be best suited to remove and utilize the lime in the best way possible and have the most options for disposal compared to any other vendors bidding on this project. We thank you for taking the time to read and consider our proposal and hope to work with you on this project.

Additional Qualifications upon request:

Regards,



Jeff H Burma

STATEMENT OF COUNCIL PROCEEDINGS

October 19, 2015 7:00 p.m.

The City Council of Boone, Iowa, met in regular session in the City Hall Council Chambers on October 19, 2015, at 7:00 P.M. with Mayor Slight presiding. The following Council Members were present: Stevenson, Gillespie, Mallas, Hicks, Pklapp, Nystrom and Ray. Absent: None.

Mallas moved, Hicks seconded to approve the agenda as presented. Ayes: Gillespie, Mallas, Hicks, Pklapp, Nystrom, Ray, Stevenson. Nays: none.

Mayor Slight announced that this is the time and place for a public hearing concerning proposed plans, specifications, form of contract and estimate of cost on the Water Treatment Plant Lime Removal Project. 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, Mayor Slight declared the hearing closed.

Pam Schwartz stated that they have raised \$191,000 of their goal of \$250,000 in just over 30 days for exhibits. Schwartz explained that due to issues with the Historical Society's building she is having to change direction and is looking to apply for a CAT Grant to help with building renovations, in which the deadline is January 15th. In order to apply for this grant they need both verbal and financial support from the City, County and at the individual level. These funds will be above and beyond the regular annual hotel/motel request, which the city funds about 4% of their overall budget. Schwartz went thru a list of projects that could total up to \$600,000, but the amount being requested will depend on what can be supported locally. Schwartz stated that this request is not for a specific amount at this time but is looking only for a motion of support. Hicks motioned to support the Historical Society's CAT Grant, seconded by Ray. Ayes: Gillespie, Mallas, Hicks, Nystrom, Stevenson, Ray. Nays: Pklapp.

Julie Nash presented information on Crawford Hall and the importance to the City of Boone. Bill Curran stated that they need \$20,000 - \$25,000 from both the City and the County in order to keep this program running, this is not a one-time request. Nash stated that their current budget is \$68,000 per year, when it really needs to be \$160,000; they currently do not have any paid staff and run completely on volunteers. Jamie Hopkins presented her success story and how she is giving back to the program. Mayor Slight stated that the City will be starting their budget process in late November and the Council would get back to them.

Gillespie motioned to set a public hearing for November 2, 2015 at 7:00 p.m. to consider the sale of property located at 903 Story Street, Boone, Iowa, Stevenson seconded. Ayes: Mallas, Hicks, Pklapp, Nystrom, Ray, Stevenson, Gillespie. Nays: None.

Nelson reminded the Council of the transfer of property between the City and the UPRR in order to gain ownership of 903 Story Street, Boone, IA. Nelson stated that staff is working on a forgivable loan agreement between the City and the Chamber in order for the Chamber to gain ownership of the building; the loan will be in the amount of \$68,000 and for every \$1 of improvement completed, \$1 of the loan will be forgiven.

John Rouse presented the cost to purchase street lights verses renting lights for the south Boone area. The cost was discussed and Rouse estimated that each pole would cost the City approximately \$28.00 a month in electricity. Council discussed spending money in the area for street lights and other areas of town that lack street lights or have issues with pedestrians walking in the streets whether there were sidewalks or not. Nelson stated that staff is working on doing some educational items for kids, including the purchase of light up arm bands to be distributed.

The mother of Riann Behm, addressed the Council in regards to the speed of traffic in the area of the accidents and stated there is more to just an individual wearing dark clothes and the lack of lighting; that it has to do with the speed that vehicles are traveling. She would like to see a sidewalk on at least one side of the street and large speed bumps.

Nelson stated that staff has already started looking into putting a sidewalk out there but the numbers are rough and he was not comfortable in giving those out yet. Riann Behm's mother requested the street to be renamed in memory of her daughter and the little boy that lost their lives "Riann/Taron Street."

Nelson presented an LMI Housing Project for an apartment complex for ages 55 and up. The project does require a local match in order to get the state grant. Nelson explained \$175,000 would come from the current TIF LMI funds, \$125,000 would become part of the next bond issue in Fiscal Year 2018 and \$300,000 would come from TIF Rebates. Nystrom stated that as part of the agreement the developers are required to own the property for 15 years. Nelson stated that the upfront \$300,000 would be repaid over a period of time. Nelson requested general direction to move forward with a Memorandum of Understanding. Ray motioned to direct staff to move forward with a Memorandum of Understanding for the LMI project, Gillespie seconded. Ayes: Piklapp, Nystrom, Ray, Hicks, Mallas, Stevenson, Gillespie. Nays: None.

Williams provided a Director's Report for the Ericson Public Library.

Elmquist summarized the Income Offset Program and how it is utilized by the City. Nystrom motioned to approve the Memorandum of Understanding for the Income Offset Program, Gillespie seconded. Ayes: Nystrom, Hicks, Mallas, Ray, Piklapp, Stevenson, Gillespie. Nays: None.

Rouse updated Council on current projects around the city.

Rouse stated that the Marion Street Reconstruction Project is completed and staff recommends the approval of the pay request included in the Consent Agenda.

Skare updated the Council on the progress of the demolition on 1003 Story Street and requested approval of the pay request. Stevenson moved to approve the pay request in the amount of \$35,900 payable to Rose Construction for the demolition of 1003 Story Street, Hicks seconded. Ayes: Ray, Stevenson, Gillespie, Mallas, Hicks, Piklapp, Nystrom. Nays: None.

Chief Skare stated that there is a resolution in the consent agenda to approve a contract for demolition on three properties; two of the three properties will have a contract with the home owners covering 75% of the cost.

Mayor Slight asked if there were any questions or items to be removed from the Consent Agenda. No comments were made.

Nystrom moved, Piklapp seconded to approve the following items on the consent agenda: 1) Minutes of previous meetings. 2) Bills payable. 3) Alcohol license for the End Zone. 4) Resolution 2360 authorizing the payment in the amount of \$242,057.63 payable to Con-Struct, Inc. for the Marion Street Reconstruction Project. 5) Resolution 2361 authorizing the execution of contracts between the City of Boone and Wisecup Trucking for the demolition of 1016 5th Street, 1104 Marshall Street and 603 West 5th Street, Boone, IA. Ayes: Hicks, Piklapp, Nystrom, Gillespie, Mallas, Stevenson, Ray. Nays: None.

A & M Laundry Inc	Supplies	57.02
ACCO Unlimited Corp	Repairs	1,105.74
AFLAC	Payroll	15.75
Ahlers & Cooney PC	Legal Fees	12,864.71
Air Mach Inc	Parts	267.65
Alliant Energy	Utilities	1,726.87
Alliant Energy	Utilities	796.15
Alliant Energy	Utilities	57,495.61
Allstate Benefit Group	Payroll	214.10
Boone Fitness LLC	Payroll	32.09
Arnold Motor Supply	Parts	110.77
Arnold Motor Supply	Parts	205.11

August Enterprises LLC	Demolition Expenses	600.00
Boone Ace Hardware	Supplies	219.39
Boone Area Humane Society	Services	6,059.17
Boone Bank & Trust Payroll	Payroll	612.50
Boone Chamber Of Commerce	Hotel/Motel Distribution	12,500.00
Boone Co Agricultural Ext Dist	Conference Registration	210.00
Boone County Landfill	FY 2016 Assessment	5,275.41
Boone County Recorder	Recording Fees	14.00
Boone County Treasurer	Taxes	846.00
Boone County Treasurer	Tax Sale	1,103.00
Boone County Treasurer	Parking Ticket Fees	135.00
Boone Hardware	Parts/Supplies	16.99
Boone Hardware	Parts/Supplies	177.07
Boone Little League	Repairs	2,520.97
Gatehouse Media Iowa	Publications	10.17
Gatehouse Media Iowa	Publications	982.77
Brent Shaw	Reimbursement	19.00
Capital City Equipment Co	Rental	60.00
CDS Global	UB Outsourcing	2,046.28
CDS Global	Postage	2,049.14
CDS Global	UB Online Payments	215.22
Central Iowa Distributing	Supplies	301.00
Centurylink	Utilities	532.25
Collection Services Center	Payroll	1,478.68
Con-Struct Inc	Marion Street Construction	242,057.63
Condon's Services Ltd	Supplies	650.00
Culligan Of Boone	Supplies	58.10
Connie Younger	Services/Reimbursement	2,663.01
Dept Of Natural Resources	Certification Fees	400.00
Diane Cox	UB Overpayment	53.50
Dick's Fire Extinguisher	Annual Inspection	229.80
DNR/Operator Certification	Water Use Permit	99.00
Dollar General	Supplies	22.85
Edward Jones	Payroll	100.00
FBG Service Corporation	Services	1,681.50
Galls LLC	Clothing Allowance	31.49
GovConnection Inc	Computer Monitors	402.52
Graymont Western Lime Inc	Chemicals	3,895.32
Hamilton Redi-Mix	Repairs/Parts	994.50
Hawkins Water Treatment Group	Chemicals	2,371.70
HD Supply	Repairs/Parts	11,835.98
Hull Plumbing And Heating	Repairs	126.90
Iowa Codification Inc	Ordinance Update	1,350.00
Iowa Dept Transportation	Supplies	156.04
Iowa Dept Transportation	Supplies	470.76
IA Law Enforcement Academy	Police Academy	6,000.00
Iowa Workforce Development	Payroll	1,553.65
ICMA Retirement Trust 457	Payroll	859.49
Infobunker LLC	Line Of Sight Internet Service	98.00
Infomax Office Systems Inc	City Hall Printing Contract	594.18
Inland Truck Parts Company	Parts	95.86
IPERS	Payroll	4,988.02
IPERS	Payroll	12,689.72
Jim Robbins Pc	Reimbursement	237.35
Kabel Business Services	Flex Admin Fees	47.40
Key Cooperative	LP Tank Rental	120.00
Keystone Laboratories Inc	Lab Tests	219.60
Kim Meek	Services	47.00
Kriz-Davis Company	Parts	352.16
Kruck Plumbing & Heating	Repairs	921.01
KWBG	Services	334.95
Kyle Kilstrom	Reimbursement	19.00
Pal Inc	Supplies	26.75
Lucas Weigel	Services	960.00

Martin Marietta Materials	Repairs	3,156.47
Master Meter Systems	Contract	1,500.00
MedTrak Services	411 Prescriptions	1,023.42
Members 1st Comm Credit Union	Payroll	280.00
Mid Iowa Sales Co	Supplies	428.18
Mid-Iowa Solid Waste Equipment	Repairs/Parts	2,351.98
Mid-States Steel Corporation	Repairs/Parts	24.00
Moeller Electric	Services	4,000.00
Morse Equipment Co LLC	Parts	2,586.13
Municipal Fire & Police Retirement	Payroll	24,648.53
Municipal Supply Co	Repairs/Parts	568.85
Mutual Of Omaha	Payroll	268.43
Napa Auto Parts	Parts	102.77
Nartec	Supplies	175.25
Networkfleet Inc	GPS Tracking	244.35
Nott Company	Parts	173.04
O'Halloran International	Parts	477.31
Orkin.Inc	Pest Control	64.00
Card Member Services	Supplies	71.94
Peoples Clothing Store	Clothing Allowance	195.00
Peoples Clothing Store	Clothing Allowance	12.00
Pershing LLC	Payroll	100.00
Pitney Bowes	Supplies	299.99
Plumb Supply Co	Parts	117.14
Portable Pro	Services	75.00
Portable Pro	Services	325.00
Premier Copiers Printers	Printer Contract	35.00
Pritchard Bros Plumbing	Repairs/Parts	128.26
Probuild North LLC	Materials	96.58
Probuild North LLC	Supplies	127.66
Quick Oil Co	Propane	1,051.65
Ramaker & Associates Inc	CIMS Maps/Aerial	4,156.25
Rose Construction	Demolition Expenses	35,900.00
Secretary Of State	Notary Applications	90.00
Self Funding Actuarial Services	509a Actuarial	400.00
Snyder & Associates, Inc	Engineering	12,378.38
Spring Green	Lawn Fertilizer	293.55
State Hygienic Laboratory	Lab Tests	362.00
State Of Iowa	State Tax	6,849.00
Storey Kenworthy	Office Supplies	199.10
Total Choice Shipping	Postage	99.10
Traffic & Transportation	Parts	16,960.00
Transamerica	Payroll	50.00
Treasurer/State Of Iowa	Sales Tax	66.00
Accuracy Inc	Supplies	399.00
Van-Wall Equipment Inc	Parts	88.67
Verizon Wireless Services LLC	Services	320.12
Vision Bank	Payroll	268.85
Vision Bank	Payroll	34,124.87
Visionbank Of Iowa	Miscellaneous Charges	5,013.99
Walters Sanitary Service Inc	Services	444.24
Walters Sanitary Service Inc	Services	404.38
Water Environment Federation	Membership Dues	82.00
Wisecup Trucking	Demolition Expenses	4,950.00
Zee Medical Inc	First Aid Supplies	395.20
Paid Total		581,692.95

FUND	RECEIPTS	DISBURSEMENTS
General	196,934.50	93,166.53
Special	53,977.15	5,275.41
Hotel/Motel	0.00	12,500.00
Road Use Tax	155,551.63	46,917.02
Debt Service	25,608.67	0.00

Water Utility	262,739.39	45,022.86
Sewer Utility	272,475.81	48,739.53
Family Resource Center	3,867.12	73.00
Capital Project	0.00	318,996.87
Storm Water Utility	17,101.52	2,750.44
Expendable Trust	5,369.55	386.53
Agency Account	113,690.87	7,864.76

Gillespie moved to approve the third reading of Ordinance 2222, revising the parking regulations as it pertains to Harrison Street from Sixth Street to Seventh Street and on Carroll Street from Fourth Street to Fifth Street, Mallas seconded. Ayes: Piklapp, Stevenson, Ray, Nystrom, Gillespie, Hicks, Mallas. Nays: None.

Gillespie moved to adopt Ordinance 2222, revising the parking regulations as it pertains to Harrison Street from Sixth Street to Seventh Street and on Carroll Street from Fourth Street to Fifth Street, Mallas seconded. Ayes: Piklapp, Stevenson, Ray, Nystrom, Gillespie, Hicks, Mallas. Nays: None.

Gillespie moved to approve the first reading of Ordinance 2223, revising water meter deposits, Hicks seconded. Ayes: Nystrom, Piklapp, Ray, Stevenson, Gillespie, Mallas, Hicks. Nays: None.

Mayor Slight thanked the Freedom Flight Committee and Don Batt, whom was present, for all their hard work. Don Batt thanked the Council and the Emergency Service Staff for not only the donation, but the services that were provided by the Police and Fire Departments.

Mallas moved to go into closed session at 8:43 P.M. pursuant to Iowa Code §20.17(3) to discuss contract negotiations for CEBO, Hicks seconded. Ayes: Ray, Nystrom, Piklapp, Gillespie, Stevenson, Hicks, Mallas. Nays: None.

Nystrom moved to come out of closed session at 9:13 P.M., Mallas seconded. Ayes: Gillespie, Ray, Piklapp, Stevenson, Hicks, Mallas, Nystrom. Nays: None.

Mallas moved to go into closed session at 9:13 P.M. pursuant to Iowa Code §20.17(3) to discuss contract negotiations for the Fire Union, Hicks seconded. Ayes: Gillespie, Stevenson, Ray, Nystrom, Piklapp, Mallas, Hicks. Nays: None.

Piklapp moved to come out of closed session at 9:35 P.M., Nystrom seconded. Ayes: Hicks, Ray, Gillespie, Stevenson, Mallas, Piklapp, Nystrom. Nays: None.

Ray moved, seconded by Stevenson to go into closed session at 9:35 P.M. pursuant to Iowa Code §21.5(C) to discuss strategy with legal counsel in a matter where litigation is present or imminent and disclosure would be likely to prejudice or disadvantage the position of the City of Boone in that litigation. Ayes: Stevenson, Gillespie, Mallas, Hicks, Piklapp, Nystrom, Ray. Nays: none.

Ray moved to come out of closed session at 9:45 P.M., Stevenson seconded. Ayes: Mallas, Hicks, Nystrom, Piklapp, Gillespie, Stevenson, Ray. Nays: None.

There being no further business to come before the Council the meeting was adjourned at 9:45 P.M.

ATTEST:

Ondrea Elmquist Clerk/Finance Officer

John Slight, Mayor

STATEMENT OF COUNCIL PROCEEDINGS

October 19, 2015 6:00 p.m.

Rental Code Work Session

The City Council of Boone, Iowa, met in a work session in the City Hall Council Chambers on October 19, 2015, at 6:00 p.m. with Mayor Slight presiding. The following Council Members were present: Stevenson, Gillespie, Mallas, Piklapp, Ray, Hicks and Nystrom.

Mayor Slight turned the floor over to Nelson. Nelson summarized some background of the Rental Code process explaining how the process was started through Council/Mayor goals. There was also a summary of past work sessions. Nelson then explained that he has met with several landlords where he explained the draft rental code. Nelson presented that he summarized the Rental Guide, sample checklists and reinforced that many updates would be required during remodeling instead of instant changes (i.e. GFCI near a kitchen sink). Nelson also spoke to the landlords about the concept of "fees".

Nelson then explained the concerns expressed by the landlords, which included the following:

- Fees (this is a major issue)
 - Charge those that don't comply or don't register
- Amount of new work required immediately
 - Smoke Detectors
 - Fire Extinguishers
 - GFCI? Ventilation? Egress in Basements? Others?
- Incentivize landlords to insure for full demolition costs (this would be a rider for insurance)
- Concern of inspectors having personality conflicts with landlords, which may sway decisions
- Future City Administrator or future Council becoming aggressive with new add-ons in the Rental Code
- Some older units or struggling landlords may just walk away from their buildings
- Can the Crime Free Housing component help with out-of-state background checks?
- Concern about not being able to do work themselves (requiring licensed contractor)
- Can a landlord replace an outlet with a GFCI?
- Furnace Certification period (30 yrs vs. 20 yrs)
- Make sure non life-safety issues aren't required to be fixed all at once

Nelson then summarized the things that landlords liked:

- The Mayor's comment of "don't make the fees another tax."
- The ability to do self inspections
- The ability of 4+ year inspection cycle if they perform well
- They understand the need to address poor housing quality
- The ability to use the rental code to help with life safety (i.e. dealing with a problem tenant and hoarding)
- They had compliments to Ed Higgins (in general about Ed being reasonable to work with)
- Great to have the inspection to catch things like a shifted water heater vent (as an example)

Fire Chief Adams and Building Official Higgins gave a brief update on their progress. Public Safety Director Skare then summarized the Crime Free Housing component of the Rental Code.

Council deliberated on the Rental Code and expressed a need to keep fees low and minimize the impacts of the Rental Code. Nelson suggested that a new version of the Code could be created that strikes some requirements to ease the impacts of the new Code. Nelson said they will hold additional work sessions and ultimately hold an open

house style meeting for landlords and tenants. The Council said that implementation in January is not recommended. Council advised that a June/July 2016 implementation is more appropriate to give us adequate time to consider the new regulations.

There being no further business to come before the Council the meeting was adjourned at 6:50 p.m.

ATTEST:

Luke Nelson, City Administrator

John Slight, Mayor

RECORD OF COUNCIL APPROVED BILLS

MALLAS

November 3, 2015

<u>DATE</u>	<u>AMOUNT</u>
Airport Bills	
Library Bills	39,203.11
Park Bills	
Manuails/Util Bills/Misc Total	28,987.49
Voided checks	
Council Bills Total	217,632.28
Payroll 11/01/15	189,219.24
Payroll	
TOTAL EXPENDITURES	<u>\$ 475,042.12</u>

Signed By _____

Date _____

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

ACCOUNTS PAYABLE CLAIMS					

4IMPRINT, INC	LIGHT UP ARM BANDS QTY 700		2,256.56		
ACCESS SYSTEMS LEASING	COPIER LEASE-BUILDING		88.00		
AHLERS & COONEY PC	HR TRAINING		150.00		
AIR LIQUIDE INDUSTRIAL US LP	CARBON DIOXIDE		2,739.30		
ALLIANT ENERGY	S STORY&HAWKEYE DR TRAFFIC LIG	1,611.95			
ALLIANT ENERGY	1918 LINN ST STREET LIGHTS	304.15	1,916.10		
ANGELA M HELLER	MILEAGE REIMB		58.08		
BERNIE LOWE & ASSOC INC	411 MEDICAL CLAIMS		135.92		
BOONE ACE HARDWARE	WASP SPRAY	14.97			
BOONE ACE HARDWARE	GRASS SEED	74.99			
BOONE ACE HARDWARE	PART-FLAG	23.98			
BOONE ACE HARDWARE	SUPPLIES	3.49			
BOONE ACE HARDWARE	PART	7.49			
BOONE ACE HARDWARE	BATTERY	4.49			
BOONE ACE HARDWARE	MAYSE-CLOTHING ALLOWANCE	5.99			
BDONE ACE HARDWARE	WIRE	42.99	178.39		
BOONE AREA HUMANE SOCIETY	CONTRACT SERVICES-NOV 15		6,059.17		
BOONE COUNTY LANDFILL	FY 2016 ASSESSMENT		5,275.41		
GATEHOUSE MEDIA IOWA	SUBSCRIPTION-CBO		120.00		
BOONE RENTAL	CONCRETE SAW		111.00		
CENTRAL IOWA DISTRIBUTING	SUPPLIES		172.60		
CENTRAL IA TRUCK REPAIR	REPAIRS-DUMP TRUCK		326.73		
CENTRAL STATES ROOFING	ROOF-WWP		18,245.00		
CENTURYLINK	PHONELINE-POLICE	49.94			
CENTURYLINK	PW FAX	43.94	93.88		
CITY OF BOONE	FRC UTILITIES		654.62		
CJ COOPER & ASSOCIATES	TEST QTY 5		175.00		
CLIA LABORATORY PROGRAM	CERT FEE		150.00		
CROSS DILLON TIRE	TIRES-MAINTAINER		5,101.50		
D & J COMPLETE TREE SERVICE	TREE TRIMMING CONTRACT		20,000.00		
DICKINSON COMPANY INC	REPAIRS-TRAFFIC LIGHT		1,000.00		
THE DOOR & FENCE STORE	REPAIR-GATE		212.00		
DUNCAN HEATING & PLUMBING	PART-HYDRANT	37.60			
DUNCAN HEATING & PLUMBING	STOP BOX-307 W PARK	408.78	446.38		
TWO RIVERS INS CO INC	HEALTH INS PREM-ADMIN	86,211.27			
TWO RIVERS INS CO INC	DENTAL PREM-ADM	4,851.44	91,062.71		
FIRE SERVICE TRAINING BUREAU	ADAMS-CONFERENCE	20.00			
FIRE SERVICE TRAINING BUREAU	ZEHNER-CONFERENCE	160.00	180.00		
FOTH INFRASTRUCTURE	MARION ST ENGINEERING		5,600.00		
GALLS LLC	PEPPLES-CLOTHING ALLOWANCE	37.00			
GALLS LLC	MAYSE-CLOTHING ALLOWANCE	17.94			
GALLS LLC	PALMER-CLOTHING ALLOWANCE	146.62			
GALLS LLC	MAYSE-CLOTHING ALLOWANCE	104.51			
GALLS LLC	SAFETY VESTS	142.00	448.07		
GRAYMONT WESTERN LIME INC	LIME		3,914.80		
GRIMES ASPHALT & PAVING CORP.	COLD PATCH STREET		658.46		
DJR HOLDING CORP	PARTS-O-RING		20.00		
HY-VEE FOOD STORE	RENTAL CODE WORK SESSION	18.96			
HY-VEE FOOD STORE	JANITORIAL SUPPLIES	7.98			
HY-VEE FOOD STORE	SUPPLIES	4.77			
HY-VEE FOOD STORE	OPEN HOUSE	32.66	64.37		

Open Bills

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
IOWA LEAGUE OF CITIES	BUDGET WRKSP-ELMQUIST		80.00		
IOWA ONE CALL	LOCATES		213.30		
INTERNET SERVICES UNITED NTKS	INTERNET SERVICE-PARK	85.95			
INTERNET SERVICES UNITED NTKS	INTERNET SERVICE-CEMETERY	85.95			
INTERNET SERVICES UNITED NTKS	INTERNET SERVICE-WASTE WATER	50.95	222.85		
JOHN MAYSE	CONFERENCE REIMBURSEMENT		24.63		
JUNCTION RENTALS	UB OVERPAYMENT		50.34		
KIMBALL MIDWEST	SHOP SUPPLIES		169.82		
KRUCK PLUMBING & HEATING	SERVICE-WWP		1,120.00		
PAL INC	MAYSE-CLOTHING ALLOWANCE		74.90		
MCDONALD SUPPLY/DIV OF HAJOCA	COPPER TUBING		350.13		
ANDREW LYNN MCGILL	COMPUTER CONTRACT	2,346.00			
ANDREW LYNN MCGILL	F-SECURE ANTIVIRUS	911.00	3,257.00		
MENARDS	SUPPLIES		26.86		
MIDLAND POWER COOPERATIVE	UTILITIES/SLUDGE		24.49		
MUTUAL OF OMAHA	BASIC LIFE/AD&D PREM		256.06		
ONDREA ELMQUIST	MILEAGE REIMB		59.80		
CARD MEMBER SERVICES	WELDING HELMET		126.16		
PIZZA RANCH	OPEN HOUSE		67.45		
PREMIER COPIERS PRINTERS	PRINTER CONTRACT		38.50		
PRO-VISION VIDEO SYSTEMS	BODY CAMERAS-QTY 3		915.00		
QUICK OIL CO	PROPANE		525.90		
RONNIE FAULKNER	CITY HALL STAIRWAY REPAIRS		855.00		
ROCKMOUNT RESEARCH & ALLOYS	PARTS		1,024.56		
ROSE CONSTRUCTION	1003 STORY DEMO		33,500.00		
TASER INTERNATIONAL	TASER CAM		530.40		
TEAM SERVICES INC	TESTING-MARIAN ST		137.00		
TIM HILDRETH COMPANY INC	SET UP BOILERS		569.40		
TOM WALTERS COMPANY	WASTE REMOVAL-SHED	60.00			
TOM WALTERS COMPANY	WASTE REMOVAL-POLICE	16.00	76.00		
UNITY POINT HEALTH	CPR CARDS		18.00		
VAN METER & ASSOCIATES INC	CONFERENCE		165.00		
VAN-WALL EQUIPMENT INC	REPAIRS-SPRADER TIRES	357.86			
VAN-WALL EQUIPMENT INC	PART-TRACTOR	33.50			
VAN-WALL EQUIPMENT INC	REPAIR-TRACTOR	437.02	828.38		
VERIZON WIRELESS SERVICES LLC	TELEPHONE-BUILDING		1,212.55		
WAL MART	CLEANING SUPPLIES	63.35			
WAL MART	OPEN HOUSE	61.50			
WAL MART	LIBRARY SUPPLIES	34.09	158.94		
WALTERS SANITARY SERVICE INC	WASTE REMOVAL	61.08			
WALTERS SANITARY SERVICE INC	WASTE REMOVAL-FRC	178.17			
WALTERS SANITARY SERVICE INC	PROP CLEANUP-708/710 KEELER ST	10.00	249.25		
WILLCO INC	ELECTRICAL BOARD-LIFT STATION		1,175.00		
WINDSTREAM	PHONE SERVICE		1,915.56		
**** OPEN	TOTAL ****		217,632.28		
*****	REPORT TOTAL *****		217,632.28		

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
32 AHLERS & COONEY PC							
110315000	1	600	11/03/2015	HR TRAINING-NELSON	50.00	600-810-6240	TRAVEL/CONFERENCE EXPENSE
110315000	2	610	11/03/2015	HR TRAINING-ELMQUIST	50.00	610-815-6240	TRAVEL/CONF ADMIN
110315000	3	110	11/03/2015	HR TRAINING-ROBBINS	50.00	110-211-6240	TRAVEL/CONFERENCE EXPENSE
				** TOTAL **	150.00	.00	150.00
				** VENDOR TOTAL **	150.00	.00	150.00
37 AIR LIQUIDE INDUSTRIAL US							
62617499	1	600	11/03/2015	CARBON DIOXIDE	2739.30	600-811-6501	CHEMICALS
				** VENDOR TOTAL **	2739.30	.00	2739.30
45 ALLIANT ENERGY							
110315000	1	110	11/03/2015	S STORY&HAWKEYE DR TRAFFIC L	88.48	110-240-6371	TRAFFIC UTILITIES
110315000	2	110	11/03/2015	1318 198TH STREET LIGHT	33.34	110-230-6371	STREET LIGHTING
110315000	3	001	11/03/2015	LINN & DORAN SIRENS	49.70	001-620-6371	UTILITIES/SIRENS/CIVIL DF
110315000	4	600	11/03/2015	2 CLINTON ST WATER TOWER LIG	82.37	600-811-6371	UTILITIES
110315000	5	610	11/03/2015	1721 MCHOSE SEWER LIGHT	141.67	610-816-6371	UTILITIES
110315000	6	730	11/03/2015	FRC UTILITIES	1216.39	730-899-6371	UTILITIES/FAMILY RESOURCE
				** TOTAL **	1611.95	.00	1611.95
				** VENDOR TOTAL **	1916.10	.00	1916.10
90 IA ONE CALL							
174921	1	600	11/03/2015	LOCATES	106.65	600-810-6599	MISCELLANEOUS
174921	2	610	11/03/2015	LOCATES	106.65	610-815-6599	MISC REFUNDS/NSF FEE
				** TOTAL **	213.30	.00	213.30
				** VENDOR TOTAL **	213.30	.00	213.30
168 BOONE AREA HUMANE SOCIETY							
110315000	1	001	11/03/2015	CONTRACT SERVICES-NOV 15	6059.17	001-190-6499	CONTRACT SERVICES
				** VENDOR TOTAL **	6059.17	.00	6059.17
169 BOONE COUNTY LANDFILL							
110315000	1	004	11/03/2015	FY 2016 ASSESSMENT	5275.41	004-290-6499	LANDFILL SERVICES
				** VENDOR TOTAL **	5275.41	.00	5275.41
309 CENTRAL STATES ROOFING							
24954	1	610	11/03/2015	ROOF-WWP	18245.00	610-816-6310	BUILDING & GROUNDS
				** VENDOR TOTAL **	18245.00	.00	18245.00

312 CENTRAL IA DISTRIBUTING

INVOICE	LN	OIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
128913	1	001	11/03/2015	312 CENTRAL IA DISTRIBUTING SUPPLIES	172.60	001-650-6599	MISCELLANEOUS
				** VENDOR TOTAL **	172.60	.00	172.60
110315000	1	730	11/03/2015	479 CITY OF BOONE FRC UTILITIES	654.62	730-899-6371	UTILITIES/FAMILY RESOURCE
				** VENDOR TOTAL **	654.62	.00	654.62
J15069	1	110	11/03/2015	489 DICKINSON COMPANY INC REPAIRS-TRAFFIC LIGHT	1000.00	110-240-6350	TRAFFIC REPAIRS
				** VENDOR TOTAL **	1000.00	.00	1000.00
278325	1	610	11/03/2015	513 DOOR & FENCE STORE INC REPAIR-GATE	212.00	610-816-6350	REPAIRS
				** VENDOR TOTAL **	212.00	.00	212.00
33650	1	600	11/03/2015	526 DUNCAN HEATING & PLUMBING PART-HYDRANT	37.60	600-812-6498	REPAIRS
33672	1	600	11/03/2015	STOP BOX-307 W PARK	408.78	600-812-6498	REPAIRS
				** VENDOR TOTAL **	446.38	.00	446.38
000428	1	001	11/03/2015	608 FIRE SERVICE TRAINING BUR ADAMS-CONFERENCE	20.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
000431	1	001	11/03/2015	ZEHNER-CONFERENCE	160.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
				** VENDOR TOTAL **	180.00	.00	180.00
004201867	1	001	11/03/2015	645 GALLS INC PEPPLES-CLOTHING ALLOWANCE	37.00	001-110-6181	CLOTHING ALLOWANCE
004219082	1	001	11/03/2015	MAYSE-CLOTHING ALLOWANCE	17.94	001-110-6181	CLOTHING ALLOWANCE
004231042	1	001	11/03/2015	PALMER-CLOTHING ALLOWANCE	146.62	001-110-6181	CLOTHING ALLOWANCE
004238594	1	001	11/03/2015	MAYSE-CLOTHING ALLOWANCE	104.51	001-110-6181	CLOTHING ALLOWANCE
004242283	1	001	11/03/2015	SAFETY VESTS	142.00	001-110-6599	POLICE EQUIP/SUPPLIES
				** VENDOR TOTAL **	448.07	.00	448.07
4706805518	1	001	11/03/2015	798 HYVEE FOOD STORE RENTAL CODE WORK SESSION	18.96	001-620-6230	TRAINING/GOAL SETTING
4707684229	1	001	11/03/2015	JANITORIAL SUPPLIES	7.98	001-410-6506	SUPPLIES/OFFICE/BINDING

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
				798 HYVEE FOOD STORE			
4707739213	1	001	11/03/2015	SUPPLIES	4.77	001-410-6230	LIBRARY PROGRAMS
4707814016	1	001	11/03/2015	OPEN HOUSE	32.66	001-150-6240	TRAVEL/CONF/TRAINING EXP
				** VENDOR TOTAL **	64.37	.00	64.37
				1024 KIMBALL MIDWEST			
4502560	1	110	11/03/2015	SHOP SUPPLIES	169.82	110-210-6599	SUPPLIES
				** VENDOR TOTAL **	169.82	.00	169.82
				1049 KRUCK PLUMBING & HEATING			
BF1116	1	610	11/03/2015	SERVICE-WWP	1120.00	610-816-6310	BUILDING & GROUNDS
				** VENDOR TOTAL **	1120.00	.00	1120.00
				1112 LINDY'S			
20107	1	001	11/03/2015	MAYSE-CLOTHING ALLOWANCE	74.90	001-110-6181	CLOTHING ALLOWANCE
				** VENDOR TOTAL **	74.90	.00	74.90
				1194 MCGILL COMPUTER SERVICES			
2015-69	1	001	11/03/2015	COMPUTER CONTRACT	250.00	001-620-6419	COMPUTER UPDATE/TRAINING
2015-69	2	600	11/03/2015	COMPUTER CONTRACT	250.00	600-810-6419	COMPUTER UPDATE
2015-69	3	610	11/03/2015	COMPUTER CONTRACT	250.00	610-815-6419	COMPUTER UPDATE
2015-69	4	110	11/03/2015	COMPUTER CONTRACT	250.00	110-211-6599	COMPUTER UPDATES
2015-69	5	001	11/03/2015	F-SECURE ANTIVIRUS	336.50	001-620-6419	COMPUTER UPDATE/TRAINING
2015-69	6	600	11/03/2015	F-SECURE ANTIVIRUS	336.50	600-810-6419	COMPUTER UPDATE
2015-69	7	610	11/03/2015	F-SECURE ANTIVIRUS	336.50	610-815-6419	COMPUTER UPDATE
2015-69	8	110	11/03/2015	F-SECURE ANTIVIRUS	336.50	110-211-6599	COMPUTER UPDATES
				** TOTAL **	2346.00	.00	2346.00
2015-70	1	001	11/03/2015	F-SECURE ANTIVIRUS	561.00	001-110-6419	SERVICES & COMPUTER SUPPORT
2015-70	2	001	11/03/2015	COMPUTER SERVICES	350.00	001-110-6419	SERVICES & COMPUTER SUPPORT
				** TOTAL **	911.00	.00	911.00
				** VENDOR TOTAL **	3257.00	.00	3257.00
				1234 MIDLAND POWER COOPERATIVE			
110315000	1	610	11/03/2015	UTILITIES/SLUDGE	24.49	610-816-6379	LANDFILL/SLUDGE
				** VENDOR TOTAL **	24.49	.00	24.49
				1368 ORSCHELNS			
7319	1	110	11/03/2015	WELDING HELMET	126.16	110-210-6599	SUPPLIES
				** VENDOR TOTAL **	126.16	.00	126.16
				1454 CENTURYLINK			
110315000	1	001	11/03/2015	PHONELINE-POLICE	49.94	001-110-6373	TELEPHONE

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
				1454 CENTURYLINK			
110315001	1	110	11/03/2015	PW FAX	43.94	110-211-6373	TELEPHONE
				** VENDOR TOTAL **	93.88	.00	93.88
				1530 ROCKMOUNT RESEARCH			
1211884	1	110	11/03/2015	PARTS	1024.56	110-210-6599	SUPPLIES
				** VENDOR TOTAL **	1024.56	.00	1024.56
				1538 ROSE CONSTRUCTION			
1311	1	352	11/03/2015	1003 STORY DEMO	19400.00	352-750-6798	8TH & STORY NON-GRANT EXP
1311	2	374	11/03/2015	1003 STORY DEMO	14100.00	374-750-6489	DOWNTOWN INCENTIVE PROGRAM
				** TOTAL **	33500.00	.00	33500.00
				** VENDOR TOTAL **	33500.00	.00	33500.00
				1817 VAN WALL EQUIPMENT INC			
155708	1	610	11/03/2015	REPAIRS-SPRADER TIRES	357.86	610-816-6379	LANDFILL/SLUDGE
158965	1	600	11/03/2015	PART-TRACTOR	33.50	600-811-6350	REPAIRS
161446	1	600	11/03/2015	REPAIR-TRACTOR	437.02	600-811-6350	REPAIRS
				** VENDOR TOTAL **	828.38	.00	828.38
				1822 VERIZON WIRELESS			
9753668859	1	001	11/03/2015	TELEPHONE-BUILDING	98.96	001-170-6373	TELEPHONE
9753668859	2	600	11/03/2015	TELEPHONE-WATER	16.34	600-811-6373	TELEPHONE
9753668859	3	610	11/03/2015	TELEPHONE-SEWER	16.34	610-816-6373	TELEPHONE
9753668859	4	001	11/03/2015	TELEPHONE-POLICE	393.24	001-110-6373	TELEPHONE
9753668859	5	001	11/03/2015	TELEPHONE-ADMIN	167.02	001-620-6373	TELEPHONE
9753668859	6	001	11/03/2015	TELEPHONE-FIRE	137.46	001-150-6373	TELEPHONE,RADIO REPAIR
9753668859	7	600	11/03/2015	TELEPHONE-WATER	32.05	600-811-6373	TELEPHONE
9753668859	8	001	11/03/2015	TELEPHONE-PARK	65.34	001-430-6373	TELEPHONE
9753668859	9	610	11/03/2015	TELEPHONE-SEWER	72.06	610-816-6373	TELEPHONE
9753668859	10	110	11/03/2015	TELEPHONE-PW	140.24	110-211-6373	TELEPHONE
9753668859	11	001	11/03/2015	TELEPHONE-LIBRARY	73.50	001-410-6373	TELEPHONE
				** TOTAL **	1212.55	.00	1212.55
				** VENDOR TOTAL **	1212.55	.00	1212.55
				1846 WAL MART STORE #01-1389			
6154	1	001	11/03/2015	CLEANING SUPPLIES	63.35	001-150-6599	MISC/SUPPLIES
7536	1	001	11/03/2015	OPEN HOUSE	61.50	001-150-6599	MISC/SUPPLIES
9266	1	001	11/03/2015	LIBRARY SUPPLIES	34.09	001-410-6230	LIBRARY PROGRAMS
				** VENDOR TOTAL **	158.94	.00	158.94
				1847 TOM WALTERS COMPANY			

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

				1847 TOM WALTERS COMPANY			
382784	1	110	11/03/2015	WASTE REMOVAL-SHED	60.00	110-210-6371	UTILITIES
382964	1	001	11/03/2015	WASTE REMOVAL-POLICE	16.00	001-110-6399	BUILDING MAINT/REPAIR
				** VENDOR TOTAL **	76.00	.00	76.00

				1848 WALTERS SANITARY SERVICE			
5AK00386	1	001	11/03/2015	WASTE REMOVAL	61.08	001-650-6371	UTILITIES
5AK00518	1	730	11/03/2015	WASTE REMOVAL-FRC	178.17	730-899-6371	UTILITIES/FAMILY RESOURCE
5AK01029	1	001	11/03/2015	PROP CLEANUP-708/710 KEELER	10.00	001-198-6497	NUISANCE ABATEMENT
				** VENDOR TOTAL **	249.25	.00	249.25

				1940 JOHN MAYSE			
110315000	1	001	11/03/2015	CONFERENCE REIMBURSEMENT	11.43	001-110-6240	TRAVEL/CONF/TRAINING EXP
110315000	2	001	11/03/2015	CONFERENCE REIMBURSEMENT	13.20	001-110-6240	TRAVEL/CONF/TRAINING EXP
				** TOTAL **	24.63	.00	24.63
				** VENDOR TOTAL **	24.63	.00	24.63

				1988 ONDREA ELMQUIST			
110315000	1	001	11/03/2015	MILEAGE REIMB	59.80	001-620-6240	TRAVEL/CONFERENCE EXPENSE
				** VENDOR TOTAL **	59.80	.00	59.80

				2160 ISUNET			
230387	1	001	11/03/2015	INTERNET SERVICE-PARK	85.95	001-430-6373	TELEPHONE
230388	1	001	11/03/2015	INTERNET SERVICE-CEMETERY	85.95	001-450-6373	TELEPHONE
230395	1	610	11/03/2015	INTERNET SERVICE-WASTE WATER	50.95	610-816-6373	TELEPHONE
				** VENDOR TOTAL **	222.85	.00	222.85

				2302 TIM HILDRETH COMPANY INC			
18517	1	001	11/03/2015	SET UP BOILERS	569.40	001-650-6490	SERVICES/CITY HALL
				** VENDOR TOTAL **	569.40	.00	569.40

				2330 R & D PAINTING			
104	1	001	11/03/2015	CITY HALL STAIRWAY REPAIRS	855.00	001-650-6310	REPAIRS
				** VENDOR TOTAL **	855.00	.00	855.00

				2378 IA LEAGUE CITIES SALARY			
102015A	1	001	11/03/2015	BUDGET WRKSP-ELMQUIST	40.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE
102015A	2	001	11/03/2015	BUDGET WRKSP-NELSON	40.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE
				** TOTAL **	80.00	.00	80.00
				** VENDOR TOTAL **	80.00	.00	80.00

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
113798	1	110	11/03/2015	2396 HEARTLAND TIRE & AUTO PARTS-O-RING	20.00	110-210-6350	REPAIRS-EQUIP/MECHANIC
				** VENDOR TOTAL **	20.00	.00	20.00
9744	1	110	11/03/2015	2513 GRIMES ASPHALT & PAVING C COLD PATCH STREET	658.46	110-210-6399	REPAIRS-STREET
				** VENDOR TOTAL **	658.46	.00	658.46
50036-E	1	001	11/03/2015	2533 VAN METER & ASSOCIATES IN CONFERENCE	165.00	001-110-6240	TRAVEL/CONF/TRAINING EXP
				** VENDOR TOTAL **	165.00	.00	165.00
110315000	1	001	11/03/2015	2557 CLIA LABORATORY PROGRAM CERT FEE	150.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
				** VENDOR TOTAL **	150.00	.00	150.00
38068/2	1	730	11/03/2015	2706 BOONE ACE HARDWARE WASP SPRAY	14.97	730-899-6599	SUPPLIES
38080/2	1	610	11/03/2015	GRASS SEED	74.99	610-817-6599	SUPPLIES
38129/2	1	001	11/03/2015	PART-FLAG	23.98	001-150-6599	MISC/SUPPLIES
38302/2	1	600	11/03/2015	SUPPLIES	3.49	600-812-6599	SUPPLIES
38308/2	1	110	11/03/2015	PART	7.49	110-210-6599	SUPPLIES
38376/2	1	001	11/03/2015	BATTERY	4.49	001-110-6599	POLICE EQUIP/SUPPLIES
38378/2	1	001	11/03/2015	MAYSE-CLOTHING ALLOWANCE	5.99	001-110-6181	CLOTHING ALLOWANCE
38475/2	1	001	11/03/2015	WIRE	42.99	001-150-6310	BUILDING MAINTENANCE
				** VENDOR TOTAL **	178.39	.00	178.39
7307762	1	110	11/03/2015	2773 CROSS DILLON TIRE TIRES-MAINTAINER	5101.50	110-210-6350	REPAIRS-EQUIP/MECHANIC
				** VENDOR TOTAL **	5101.50	.00	5101.50
10627	1	600	11/03/2015	2861 QUICK OIL COMPANY PROPANE	525.90	600-811-6379	PROPANE
				** VENDOR TOTAL **	525.90	.00	525.90
45754	1	376	11/03/2015	2867 FOTH ENGINEERING ALLIANCE MARION ST ENGINEERING	5600.00	376-210-6407	MARION ST ENGINEERING
				** VENDOR TOTAL **	5600.00	.00	5600.00

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

1784291-1	1	376	11/03/2015	2970 TEAM SERVICES INC TESTING-MARIAN ST	137.00	376-210-6761	MARION ST CONSTRUCTION
				** VENDOR TOTAL **	137.00	.00	137.00
S11415821	1	121	11/03/2015	2989 TASER INTERNATIONAL TASER CAM	530.40	121-110-6504	POLICE/MISC
				** VENDOR TOTAL **	530.40	.00	530.40
99861	1	600	11/03/2015	3002 MENARDS SUPPLIES	26.86	600-812-6599	SUPPLIES
				** VENDOR TOTAL **	26.86	.00	26.86
4249523	1	001	11/03/2015	3154 4IMPRINT LIGHT UP ARM BANDS QTY 700	752.18	001-620-6506	SUPPLIES/OFFICE
4249523	2	001	11/03/2015	LIGHT UP ARM BANDS QTY 700	752.19	001-520-6599	MISC/SUPPLIES
4249523	3	110	11/03/2015	LIGHT UP ARM BANDS QTY 700	752.19	110-211-6506	SUPPLIES/OFFICE
				** TOTAL **	2256.56	.00	2256.56
				** VENDOR TOTAL **	2256.56	.00	2256.56
17728801	1	001	11/03/2015	3214 ACCESS SYSTEMS LEASING COPIER LEASE-BUILDING	88.00	001-170-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	88.00	.00	88.00
110315000	1	001	11/03/2015	3283 WINDSTREAM PHONE SERVICE	139.26	001-620-6373	TELEPHONE
110315000	2	600	11/03/2015	PHONE SERVICE	139.26	600-811-6373	TELEPHONE
110315000	3	610	11/03/2015	PHONE SERVICE	139.26	610-816-6373	TELEPHONE
110315000	4	110	11/03/2015	PHONE SERVICE	139.26	110-211-6373	TELEPHONE
110315000	5	001	11/03/2015	PHONE SERVICE	36.71	001-170-6373	TELEPHONE
110315000	6	002	11/03/2015	PHONE SERVICE	38.49	001-450-6373	TELEPHONE
110315000	7	001	11/03/2015	PHONE SERVICE	113.98	001-150-6373	TELEPHONE, RADIO REPAIR
110315000	8	001	11/03/2015	PHONE SERVICE	190.19	001-410-6373	TELEPHONE
110315000	9	001	11/03/2015	PHONE SERVICE	75.22	001-430-6373	TELEPHONE
110315000	10	001	11/03/2015	PHONE SERVICE	315.59	001-110-6373	TELEPHONE
110315000	11	001	11/03/2015	PHONE SERVICE	34.07	001-435-6373	TELEPHONE
110315000	12	110	11/03/2015	PHONE SERVICE	163.91	110-211-6373	TELEPHONE
110315000	13	610	11/03/2015	PHONE SERVICE	214.64	610-816-6373	TELEPHONE
110315000	14	600	11/03/2015	PHONE SERVICE	140.31	600-811-6373	TELEPHONE
110315000	15	001	11/03/2015	PHONE SERVICE	8.85	001-620-6373	TELEPHONE
110315000	16	600	11/03/2015	PHONE SERVICE	8.85	600-811-6373	TELEPHONE
110315000	17	610	11/03/2015	PHONE SERVICE	8.85	610-816-6373	TELEPHONE
110315000	18	110	11/03/2015	PHONE SERVICE	8.86	110-211-6373	TELEPHONE
				** TOTAL **	1915.56	.00	1915.56
				** VENDOR TOTAL **	1915.56	.00	1915.56

3292 PIZZA RANCH

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
3292 PIZZA RANCH							
185	1	168	11/03/2015	OPEN HOUSE	67.45	168-150-6499	FIRE TRUST ACCOUNT
				** VENDOR TOTAL **	67.45	.00	67.45
3344 D & J COMPLETE TREE							
8758	1	110	11/03/2015	TREE TRIMMING CONTRACT	20000.00	110-211-6499	CONTRACT SERVICES
				** VENDOR TOTAL **	20000.00	.00	20000.00
3345 EMPLOYEE BENEFITS SYSTEMS							
110315000	1	112	11/03/2015	HEALTH INS PREM-ADMIN	4810.02	112-620-6150	INSURANCE/ADMINISTRATION
110315000	2	112	11/03/2015	HEALTH INS PREM-BUILDING	2266.26	112-170-6150	GROUP INSURANCE/BLDG OFF
110315000	3	112	11/03/2015	HEALTH INS PREM-RUT	17363.68	112-210-6150	GROUP INSURANCE/RUT
110315000	4	112	11/03/2015	HEALTH INS PREM-FIRE	10288.05	112-150-6150	GROUP INSURANCE/FIRE
110315000	5	112	11/03/2015	HEALTH INS PREM-PARK	4810.02	112-430-6150	GROUP INSURANCE/PARK
110315000	6	112	11/03/2015	HEALTH INS PREM-POLICE	25882.60	112-110-6150	GROUP INSURANCE/POLICE
110315000	7	600	11/03/2015	HEALTH INS PREM-WATER	5611.69	600-810-6150	GROUP INSURANCE/WATER
110315000	8	610	11/03/2015	HEALTH INS PREM-SEWER	4671.27	610-815-6150	GROUP INSURANCE/SEWER
110315000	9	112	11/03/2015	HEALTH INS PREM-RETIREEES	2929.18	112-930-6150	GROUP INSURANCE PAYMENTS
110315000	10	112	11/03/2015	HEALTH INS PREM-LIBRARY	4644.88	112-410-6150	GROUP INSURANCE/LIBRARY
110315000	11	112	11/03/2015	HEALTH INS PREM-CEMETERY	2933.62	112-450-6150	GROUP INSURANCE/CEMETERY
				** TOTAL **	86211.27	.00	86211.27
91062.371	1	113	11/03/2015	DENTAL PREM-ADM	242.37	113-620-6151	DENTAL PAYMENTS
91062.371	2	113	11/03/2015	DENTAL PREM-BUILDING	139.78	113-170-6151	DENTAL INSURANCE/BLDG OFFL
91062.371	3	113	11/03/2015	DENTAL PREM-RUT	831.92	113-210-6151	DENTAL INSURANCE/RUT
91062.371	4	113	11/03/2015	DENTAL PREM-POLICE	1768.91	113-110-6151	DENTAL INSURANCE/POLICE
91062.371	5	113	11/03/2015	DENTAL PREM-FIRE	668.57	113-150-6151	DENTAL INSURANCE/FIRE
91062.371	6	113	11/03/2015	DENTAL PREM-PARK	139.78	113-430-6151	DENTAL INSURANCE/PARKS
91062.371	7	113	11/03/2015	DENTAL PREM-CEMETERY	174.75	113-450-6151	DENTAL INSURANCE/CEMETERY
91062.371	8	600	11/03/2015	DENTAL PREM-WATER	242.37	600-810-6151	DENTAL INSURANCE/WATER
91062.371	9	610	11/03/2015	DENTAL PREM-SEWER	237.37	610-815-6151	DENTAL INSURANCE/SEWER
91062.371	10	113	11/03/2015	DENTAL PREM-LIBRARY	305.35	113-410-6151	DENTAL INSURANCE/LIBRARY
91062.371	11	112	11/03/2015	DENTAL PREM-RETIREEES	100.27	112-930-6150	GROUP INSURANCE PAYMENTS
				** TOTAL **	4851.44	.00	4851.44
				** VENDOR TOTAL **	91062.71	.00	91062.71
3423 GRAYMONT CAPITAL INC							
62704RI	1	600	11/03/2015	LIME	3914.80	600-811-6501	CHEMICALS
				** VENDOR TOTAL **	3914.80	.00	3914.80
3476 MUTUAL OF OMAHA							
438621864	1	113	11/03/2015	BASIC LIFE/AD&D PREM-ADMIN	16.52	113-620-6151	DENTAL PAYMENTS
438621864	2	113	11/03/2015	BASIC LIFE/AD&D PREM-BUILOIN	8.26	113-170-6151	DENTAL INSURANCE/BLDG OFFL
438621864	3	113	11/03/2015	BASIC LIFE/AD&D PREM-RUT	45.43	113-210-6151	DENTAL INSURANCE/RUT
438621864	4	113	11/03/2015	BASIC LIFE/AD&D PREM-POLICE	78.47	113-110-6151	DENTAL INSURANCE/POLICE
438621864	5	113	11/03/2015	BASIC LIFE/AD&D PREM-FIRE	33.04	113-150-6151	DENTAL INSURANCE/FIRE
438621864	6	113	11/03/2015	BASIC LIFE/AD&D PREM-PARK	16.52	113-430-6151	DENTAL INSURANCE/PARKS
438621864	7	113	11/03/2015	BASIC LIFE/AD&D PREM-CEMETER	4.13	113-450-6151	DENTAL INSURANCE/CEMETERY

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
3476 MUTUAL OF OMAHA							
438621864	8	600	11/03/2015	BASIC LIFE/AD&D PREM-WATER	14.46	600-810-6151	DENTAL INSURANCE/WATER
438621864	9	113	11/03/2015	BASIC LIFE/AD&D PREM-LIBRARY	24.78	113-410-6151	DENTAL INSURANCE/LIBRARY
438621864	10	610	11/03/2015	BASIC LIFE/AD&D PREM-SEWER	14.45	610-815-6151	DENTAL INSURANCE/SEWER
				** TOTAL **	256.06	.00	256.06
				** VENDOR TOTAL **	256.06	.00	256.06
3573 WILLCO INC							
8698	1	610	11/03/2015	ELECTRICAL BOARD-LIFT STATIO	1175.00	610-816-6399	LIFT STATION REPAIR
				** VENDOR TOTAL **	1175.00	.00	1175.00
3622 CENTRAL IA TRUCK REPAIR							
1521	1	110	11/03/2015	REPAIRS-DUMP TRUCK	326.73	110-210-6350	REPAIRS-EQUIP/MECHANIC
				** VENDOR TOTAL **	326.73	.00	326.73
3647 PRO-VISION VIDEO SYSTEMS							
272625	1	121	11/03/2015	BODY CAMERAS-QTY 3	915.00	121-110-6504	POLICE/MISC
				** VENDOR TOTAL **	915.00	.00	915.00
3664 BOONE NEWS REPUBLICAN							
110315000	1	600	11/03/2015	SUBSCRIPTION-CBO	30.00	600-810-6506	SUPPLIES/OFFICE
110315000	2	610	11/03/2015	SUBSCRIPTION-CBO	30.00	610-815-6506	SUPPLIES/OFFICE
110315000	3	110	11/03/2015	SUBSCRIPTION-CBO	30.00	110-211-6506	SUPPLIES/OFFICE
110315000	4	001	11/03/2015	SUBSCRIPTION-CBO	30.00	001-620-6506	SUPPLIES/OFFICE
				** TOTAL **	120.00	.00	120.00
				** VENDOR TOTAL **	120.00	.00	120.00
3707 BERNIE LOWE & ASSOC INC							
1056	1	112	11/03/2015	411 MEDICAL CLAIMS	135.92	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	135.92	.00	135.92
3720 PREMIER COPIERS PRINTERS							
13775554	1	110	11/03/2015	PRINTER CONTRACT	38.50	110-211-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	38.50	.00	38.50
3727 BOONE RENTAL							
12867B	1	110	11/03/2015	CONCRETE SAW	111.00	110-210-6599	SUPPLIES
				** VENDOR TOTAL **	111.00	.00	111.00
3728 ANGELA M HELLER							
110315000	1	001	11/03/2015	MILEAGE REIMB	58.08	001-620-6240	TRAVEL/CONFERENCE EXPENSE
				** VENDOR TOTAL **	58.08	.00	58.08
3729 MCDONALD SUPPLY/DIV OF HA							

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
S010285596	1	600	11/03/2015	3729 MCDONALD SUPPLY/DIV OF HA COPPER TUBING	350.13	600-812-6599	SUPPLIES
				** VENDOR TOTAL **	350.13	.00	350.13
7020IN79	1	001	11/03/2015	3730 UNITY POINT HEALTH CPR CARDS	18.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
				** VENDOR TOTAL **	18.00	.00	18.00
52416	1	112	11/03/2015	3731 CJ COOPER & ASSOCIATES TEST QTY 5	175.00	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	175.00	.00	175.00
110315000	1	600	11/03/2015	2105 JUNCTION RENTALS UB OVERPAYMENT	25.17	600-810-6599	MISCELLANEOUS
110315000	2	610	11/03/2015	UB OVERPAYMENT	25.17	610-815-6599	MISC REFUNDS/NSF FEE
				** TOTAL **	50.34	.00	50.34
				** VENDOR TOTAL **	50.34	.00	50.34
				** GRAND TOTAL **	217632.28	.00	217632.28

VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
----- ACCOUNTS PAYABLE CLAIMS -----					
ALLIANT ENERGY	UTILITIES-LIBRARY	4,971.16		186459	10/21/15
ALLIANT ENERGY	UTILITIES-LIBRARY	304.75	5,275.91	186459	10/21/15
AMAZON.COM	LIBRARY MATERIALS	16.95		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	7.49-		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	83.73		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	44.94		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	21.98		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	10.79		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	18.98		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	24.99		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	55.20		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	14.99		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	19.99		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	5.01-		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	51.20		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	11.99		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	.01-		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	12.99		186462	10/21/15
AMAZON.COM	OFFICE SUPPLIES	19.99		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	19.99		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	24.17		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	67.57		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	98.87		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	17.99		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	.80-		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	8.94		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	.03-		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	.96-		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	41.48		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	13.79		186462	10/21/15
AMAZON.COM	LIBRARY MATERIALS	.02-	687.19	186462	10/21/15
AVESIS	VISION-MARTIN		25.82	186509	11/01/15
BOONE & SCENIC VALLEY RR	STORIES ALIVE		500.00	186463	10/21/15
BOONE BANK & TRUST	SAFE DEPOSIT BOX		45.00	186464	10/21/15
BRODIART CO	LIBRARY SUPPLIES		53.27	186465	10/21/15
CAPSTONE PRESS INC	LIBRARY MATERIALS	1,187.44		186466	10/21/15
CAPSTONE PRESS INC	LIBRARY MATERIALS	81.96	1,269.40	186466	10/21/15
CCT SOLUTIONS	LIBRARY SUPPLIES		175.56	186467	10/21/15
CENTER POINT PUBLISHING	LIBRARY MATERIALS		550.62	186468	10/21/15
CHANGE	LIBRARY POSTAGE		207.71	186469	10/21/15
CHASE	REFUND-IA LIBRARY ASSOC		266.58	186470	10/21/15
CITY DIRECTORY INC	LIBRARY MATERIALS REFERENCE		160.00	186471	10/21/15
CONTINENTAL FIRE SPRINKLER CO	REPAIRS-SPRINKLER		4,112.15	186472	10/21/15
CYBRARIAN CORPORATION	CYBRARIAN SOFTWARE		649.95	186473	10/21/15
DARWIN BACKOUS	BUILDING MAINTENANCE		1,170.00	186474	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	11.48		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.60		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	20.68		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.09		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	308.43		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.14		186480	10/21/15

Library

Library

Paid Bills

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	115.46	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	137.50	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	40.81	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	38.54	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.20	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	19.25	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	11.49	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	17.24	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.92	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	33.90	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.32	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	291.22	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	31.04	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.09	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.09	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	22.41	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	28.06	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	56.66	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	20.11	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	7.79	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.38	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.92	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	19.22	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.77	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.09	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	3.59	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	4.19	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.77	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	40.22	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.00	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.77	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.17	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	96.77	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	114.35	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	51.89	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	11.49	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.92	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	29.87	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	159.37	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	17.97	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.75	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.80	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	108.57	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.50	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	63.79	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	137.88	186480	10/21/15	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	5.74	186480	10/21/15	

Library

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.00		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	22.99		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	12.62		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.94		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.77		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	41.37		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.53		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.50		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	7.77		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	71.48		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	31.63		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	19.55		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	20.12		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.53		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	60.50		186480	10/21/15
INGRAM BOOK COMPANY	LIBRARY MATERIALS	45.41	2,903.98	186480	10/21/15
INNOVATIVE INTERFACES INC	POLARIS MAINTENANCE	4,828.00		186481	10/21/15
INNOVATIVE INTERFACES INC	SYNETICS SUBSCRIPTION	682.37	5,510.37	186481	10/21/15
JIM ROBBINS PC	LEGAL SERVICES-OCTOBER 22015		5,700.00	186510	11/01/15
JOHN ROUSE	CAR ALLOWANCE-OCTOBER 2015		250.00	186511	11/01/15
JOHN SLIGHT	CAR ALLOWANCE-NOVEMBER 2015		150.00	186512	11/01/15
KABEL BUSINESS SERVICES	PAYROLL FLEX DEDUCTION	1,347.48		10011500	10/01/15
KABEL BUSINESS SERVICES	PAYROLL FLEX DEDUCTION	1,347.48	2,694.96	10151500	10/15/15
LUKE NELSON	CAR ALLOWANCE-NOVEMBER		300.00	186513	11/01/15
ANDREW LYNN MCGILL	COMPUTER SERVICES		323.20	186482	10/21/15
OCLC INC	SUBSCRIPTIONS		577.33	186483	10/21/15
OGDEN REPORTER	SUBSCRIPTION		35.00	186484	10/21/15
PREMIER COPIERS PRINTERS	COPIER CONTRACT		529.57	186485	10/21/15
QUALITY ONE	CUSTODIAL SERVICES		1,825.00	186486	10/21/15
QUILL CORPORATION	LIBRARY SUPPLIES	55.84		186487	10/21/15
QUILL CORPORATION	LIBRARY SUPPLIES	64.23	120.07	186487	10/21/15
ROY MARTIN	CONTRACT SERVICES-NOVEMBER15		1,550.00	186514	11/01/15
STOREY KENWORTHY	OFFICE SUPPLIES		61.98	186488	10/21/15
THE LUCKY PIG	BOONE CO LEAGUE QTY 10		115.00	186371	10/20/15
TREASURER/STATE OF IOWA	UB SALES TAX-SEPTEMBER2015		16,511.00	10131500	10/13/15
TWIN RIVERS ENGINEERING	BROILER ENGINEERING		12,133.65	186489	10/21/15
WALTERS SANITARY SERVICE INC	WASTE REMOVAL-LIBRARY		59.62	186490	10/21/15
WAYNE SCHWARTZ	CAR ALLOWANCE-OCTOBER 2015		250.00	186515	11/01/15
WILLIAM SKARE	CAR ALLOWANCE-NOVEMBER		250.00	186516	11/01/15
**** PAID	TOTAL ****		66,999.89		
**** REPORT TOTAL ****			66,999.89		

Library

Payroll

Library

Library

Library

ACCOUNT NO	CUSTOMER NAME	CHECK NUMBER	CHECK DATE	SERVICE CODE	DEPOSIT NUMBER	DEPOSIT DATE	DEPOSIT AMOUNT	APPLY
101470009	RUSSELL NUPNAU	186491	10/20/15	WA		3/30/15	68.10	C
108150000	KERI & TIM KROMPHARDT	186492	10/20/15	WA		5/31/07	75.00	C
114050005	RICHARD TIMM	186493	10/20/15	WA	WATER DEPO	5/20/14	104.63	C
123190002	ZACH SLOTER	186494	10/20/15	WA		5/11/11	28.41	C
200720002	AMBER VALE	186495	10/20/15	WA		1/03/14	125.00	C
200800005	JENNIFER WOJCIK	186496	10/20/15	WA		4/04/14	125.00	C
200870003	JAY BRACKLEIN	186497	10/20/15	WA		10/07/13	91.14	C
216920011	JEANETTE PACKER	186498	10/20/15	WA		1/07/13	.94	C
219310000	CANDICE AMES	186499	10/20/15	WA		9/03/15	39.90	C
220830003	AMANDA JOHNSON	186500	10/20/15	WA		2/23/06	36.04	C
221070003	AMANDA ALLEN	186501	10/20/15	WA		4/17/15	97.49	C
221250010	MARY CONINE	186502	10/20/15	WA		9/10/13	4.36	C
222592210	MINDY ROYSTER	186503	10/20/15	WA		10/08/13	101.21	C
224931202	GENESIS DEVELOPMENT	186504	10/20/15	WA		11/12/04	75.00	C
301190003	NATASHA SAWYER	186505	10/20/15	WA	deposit	12/10/14	68.74	C
309400003	ROSS REED	186506	10/20/15	WA		8/31/15	59.76	C
314450005	RICHARD JAMES TITUS JR	186507	10/20/15	WA		7/13/12	50.60	C
340151004	MICHAEL BOWEN	186508	10/20/15	WA		7/30/13	39.39	C
RPT TOTAL							1190.71	

UB Deposit Refunds

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DISTID

110115000 1	11/01/2015	2818 AVESIS VISION-MARTIN INVOICE TOTAL	25.82 25.82	112-930-6150	GROUP INSURANCE PAYMENTS	112
		VENDOR TOTAL	25.82			
110115000 1	11/01/2015	2482 WILLIAM SKARE CAR ALLOWANCE-NOVEMBER INVOICE TOTAL	250.00 250.00	001-110-6240	TRAVEL/CONF/TRAINING EXP	001
		VENDOR TOTAL	250.00			
110115000 1 2 3 4	11/01/2015	2865 LUKE NELSON CAR ALLOWANCE-NOVEMBER CAR ALLOWANCE-NOVEMBER CAR ALLOWANCE-NOVEMBER CAR ALLOWANCE-NOVEMBER INVOICE TOTAL	100.00 50.00 50.00 100.00 300.00	001-620-6240 600-810-6240 610-815-6240 110-211-6240	TRAVEL/CONFERENCE EXPENSE TRAVEL/CONFERENCE EXPENSE TRAVEL/CONF ADMIN TRAVEL/CONFERENCE EXPENSE	001 600 610 110
		VENDOR TOTAL	300.00			
110115000 1 2 3	11/01/2015	2910 JOHN ROUSE CAR ALLOWANCE-OCTOBER 2015 CAR ALLOWANCE-OCTOBER 2015 CAR ALLOWANCE-OCTOBER 2015 INVOICE TOTAL	83.33 83.33 83.34 250.00	110-211-6240 600-812-6240 610-817-6240	TRAVEL/CONFERENCE EXPENSE TRAVEL/CONFERENCE EXPENSE TRAVEL/CONFERENCE EXPENSE	110 600 610
		VENDOR TOTAL	250.00			
110115000 1 2 3 4	11/01/2015	3562 WAYNE SCHWARTZ CAR ALLOWANCE-OCTOBER 2015 CAR ALLOWANCE-OCTOBER 2015 CAR ALLOWANCE-OCTOBER 2015 CAR ALLOWANCE-OCTOBER 2015 INVOICE TOTAL	62.50 62.50 62.50 62.50 250.00	001-620-6407 110-211-6407 600-810-6407 610-815-6407	ENGINEERING FEES/CITY ENGINEERING WATER GENERAL ENGINEERING GENERAL ENGINEERING	001 110 600 610
		VENDOR TOTAL	250.00			
110115000 1	11/01/2015	2327 JOHN SLIGHT CAR ALLOWANCE-NOVEMBER 2015 INVOICE TOTAL	150.00 150.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE	001
		VENDOR TOTAL	150.00			

2015-11-01

~~110115~~ 1st of Month checks

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DISTID
110115000	11/01/2015	2327 JOHN SLIGHT				
110115000	11/01/2015	3478 JIM ROBBINS PC				
1		LEGAL SERVICES	684.00	001-110-6411	LEGAL FEES/POLICE	001
2		LEGAL SERVICES	57.00	001-150-6411	FIRE/LEGAL FEES	001
3		LEGAL SERVICES	57.00	001-430-6411	LEGAL FEES-PARKS	001
4		LEGAL SERVICES	114.00	001-280-6411	AIRPORT/LEGAL FEES	001
5		LEGAL SERVICES	3,990.00	001-620-6411	LEGAL FEES/ATTORNEY	001
6		LEGAL SERVICES	570.00	110-211-6411	LEGAL FEES	110
7		LEGAL SERVICES	114.00	600-810-6411	LEGAL FEES	600
8		LEGAL SERVICES	114.00	610-815-6411	LEGAL FEES	610
		INVOICE TOTAL	5,700.00			
		VENDOR TOTAL	5,700.00			
110115000	11/01/2015	1166 ROY MARTIN				
1		CONTRACT SERVICES-NOVEMBER15	775.00	600-811-6492	CONTRACT SERVICES	600
2		CONTRACT SERVICES-NOVEMBER15	775.00	610-816-6492	CONTRACT SERVICES	610
		INVOICE TOTAL	1,550.00			
		VENDOR TOTAL	1,550.00			
		GRAND TOTAL	8,475.82			

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DISTID

102615000	2819 10/26/2015	KABEL BUSINESS SERVICES				
1		PAYROLL FLEX DEDUCTION	656.58	001-050-2149	FLEX PLAN MANUAL CHECK # 10011500 10/01	0149
2		PAYROLL FLEX DEDUCTION	149.92	110-050-2149	FLEX PLAN MANUAL CHECK # 10011500 10/01	1149
3		PAYROLL FLEX DEDUCTION	353.41	600-050-2149	FLEX PLAN MANUAL CHECK # 10011500 10/01	6049
4		PAYROLL FLEX DEDUCTION	110.08	610-050-2149	FLEX PLAN MANUAL CHECK # 10011500 10/01	6149
5		PAYROLL FLEX DEDUCTION	77.49	740-050-2149	FLEX PLAN MANUAL CHECK # 10011500 10/01	7449
		INVOICE TOTAL	1,347.48			
		VENDOR TOTAL	1,347.48			
102615000	1659 10/26/2015	TREASURER/STATE OF IOWA				
1		UB SALES TAX-SEPTEMBER2015	12,564.18	600-810-6418	SALES TAX/WATER MANUAL CHECK # 10131500 10/13	600
2		UB SALES TAX-SEPTEMBER2015	3,946.82	610-815-6418	SALES TAX/SEWER MANUAL CHECK # 10131500 10/13	610
		INVOICE TOTAL	16,511.00			
		VENDOR TOTAL	16,511.00			
102615000	3726 10/26/2015	THE LUCKY PIG				
1		BOONE CO LEAGUE QTY 10	115.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE MANUAL CHECK # 186371 10/20	001
		INVOICE TOTAL	115.00			
		VENDOR TOTAL	115.00			
102615001	2819 10/26/2015	KABEL BUSINESS SERVICES				
1		PAYROLL FLEX DEDUCTION	656.58	001-050-2149	FLEX PLAN MANUAL CHECK # 10151500 10/15	0149
2		PAYROLL FLEX DEDUCTION	149.92	110-050-2149	FLEX PLAN MANUAL CHECK # 10151500 10/15	1149
3		PAYROLL FLEX DEDUCTION	353.41	600-050-2149	FLEX PLAN MANUAL CHECK # 10151500 10/15	6049
4		PAYROLL FLEX DEDUCTION	110.08	610-050-2149	FLEX PLAN MANUAL CHECK # 10151500 10/15	6149
5		PAYROLL FLEX DEDUCTION	77.49	740-050-2149	FLEX PLAN MANUAL CHECK # 10151500 10/15	7449
		INVOICE TOTAL	1,347.48			
		VENDOR TOTAL	1,347.48			

2015-10-26 Manual Checks

INVOICE #	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DISTID
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GRAND TOTAL	19,320.96
MANUAL CHCKS	19,320.96

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2362

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE BOONE CHAMBER AND THE SALE OF PROPERTY AT 903 STORY STREET.

WHEREAS, the City of Boone (City) currently owns property at 903 Story Street, Boone, IA; and

WHEREAS, the City has a desire to see Boone thrive through the continued efforts and success of local business and tourism. The Boone Chamber has been a key partner in helping achieve this success; and

WHEREAS, the City established the Boone Downtown Incentive Fund whereby the Boone Chamber was awarded funds to improve the building they occupy. As a condition of that award the Chamber was to move towards ownership of the building; and

WHEREAS, Chamber Director, Kurt Phillips worked with the UPRR to exchange property with the City whereby the City became owners of 903 Story and the UPRR became owners of a portion of the municipal parking lot west 903 Story; and

WHEREAS, the City is now prepared to enter into an agreement with the Boone Chamber whereby they are granted a forgivable loan for \$62,000 (appraised value of 903 Story Street) to purchase the property. If the Chamber provides proof of at least \$62,000 of improvements the loan will be forgiven.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOONE, IOWA:

That the Mayor is authorized to sign said agreement and associated mortgage/closing documents and such agreement and documents have been placed on file with the City of Boone, Iowa, and the same is hereby approved.

PASSED THIS 2nd day of November, 2015.

AYES (A), NAYES (N), ABSENT (X), ABSTAIN (/):

Shari Gillespie
Steven Ray
Kevin Hicks

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Fenner Stevenson
Gary Nystrom

<input type="checkbox"/>
<input type="checkbox"/>

Nick Mallas
Greg Piklapp

<input type="checkbox"/>
<input type="checkbox"/>

Mayor
City of Boone

Clerk
City of Boone

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2363
AUTHORIZATING THE EXECUTION OF A CONTRACT WITH BIOSOLIDS
MANAGEMENT GROUP

WHEREAS, the City desires to establish a contract with Biosolids Management Group for the removal and disposal of lime residuals from the water treatment plant; and

WHEREAS, the City agrees to pay Biosolids Management Group \$140,400.00 for the removal and disposal lime residuals

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BOONE, IOWA:

The City Council hereby authorizes the Mayor to sign the agreement. The executed agreement will be placed on file in the City Clerk's Office.

PASSED THIS 2nd day of November, 2015.

AYES (A), NAYES (N), ABSENT (X):

Shari Gillespie
Steven Ray
Kevin Hicks

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Fenner Stevenson
Gary Nystrom

<input type="checkbox"/>
<input type="checkbox"/>

Nick Mallas
Greg Pklapp

<input type="checkbox"/>
<input type="checkbox"/>

Mayor
City of Boone

Clerk
City of Boone

CONTRACT

THIRD, This Contract is executed in four copies, each of which will be deemed an original, with distribution as follows: Owner - two (2) copies, Contractor - one (1) copy and Bonding Company - one (1) copy.

The term "Contract Documents" means and includes the following:

- A. Notice of Hearing and Letting
- B. Instructions to Bidders
- C. Proposal
- D. Bid Bond
- E. Contract
- F. Performance Bond
- G. Regulations of the Contract
- H. Supplemental Regulations
- I. Detailed Specifications – Project Requirements
- J. Plans
- K. Iowa Statewide Urban Design and Specifications (SUDAS) Standard Specifications Manual (Excluding Division 1 – General, unless specifically referenced)
- L. Addenda Number ___ through ___.
- M. Change Orders Number ____ through _____.
- N. Notice to Proceed

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this Agreement first above written.

CONTRACTOR:

CITY OF BOONE, IOWA

By: _____
John Slight, Mayor

By: _____.

Title: _____.

ATTEST:

SEAL:

By: _____.

Title: _____.

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2364
RESOLUTION AUTHORIZING EXECUTION OF A SETTLEMENT AGREEMENT
AND RELEASE FROM ANY AND ALL CLAIMS

WHEREAS, on or about September 2, 2008, the City entered into an agreement with Van Hauen whereby Van Hauen would perform certain work on a construction project in Boone, Iowa generally known as the “2008 Sanitary Sewer Improvements – Phase IIA, Boone, Iowa” (the “Project”);

WHEREAS, Merchants provided a Performance Bond for the Project under bond number IAC 91294 (the “Bond”);

WHEREAS, the City has raised issues with the work performed by Van Hauen claiming the work was defective and needs repairs, which claims are disputed by Van Hauen;

WHEREAS, the City made a claim upon the Bond asking Merchants to rectify the work of Van Hauen on the Project;

WHEREAS, there is currently a dispute between the Parties regarding various performance issues in relation to the Project, including whether the work performed by Van Hauen was in accordance with the plans and specifications, and whether the City’s claim on the Bond is valid;

WHEREAS, the Parties wish to fully and finally settle all claims related to the Project, the work performed, the Bond, and all other claims asserted or that could have been asserted by the Parties resulting from the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BOONE, IOWA:

That said agreement has been placed on file with the City of Boone, Iowa, and the same is hereby approved.

PASSED THIS 2nd day of November, 2015.

AYES (A), NAYES (N), ABSENT (X), ABSTAIN (/):

Shari Gillespie
Steven Ray
Kevin Hicks

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Fenner Stevenson
Gary Nystrom

<input type="checkbox"/>
<input type="checkbox"/>

Nick Mallas
Greg Pıklapp

<input type="checkbox"/>
<input type="checkbox"/>

Mayor
City of Boone

Clerk
City of Boone

SETTLEMENT AGREEMENT AND RELEASE

This SETTLEMENT AGREEMENT AND RELEASE (the “Agreement”) is made and entered into effective as of the 26th day of October, 2015 (the “Effective Date”), by and between the City of Boone, Iowa (the “City”), Van Hauen & Associates, Inc. (“Van Hauen”), and Merchants Bonding Company (Mutual) (“Merchants”). The foregoing parties may be referred to individually herein as “Party” and collectively herein as “Parties.” This Agreement is made on behalf of the Parties, their divisions, subsidiaries, parent companies, departments, affiliates, predecessors, assigns, owners, members, successors, officers, officials, directors, board members, club members, employees, stockholders, agents, attorneys, servants, insurance companies, heirs, and each of them.

W I T N E S S E T H :

WHEREAS, on or about September 2, 2008, the City entered into an agreement with Van Hauen whereby Van Hauen would perform certain work on a construction project in Boone, Iowa generally known as the “2008 Sanitary Sewer Improvements – Phase IIA, Boone, Iowa” (the “Project”);

WHEREAS, Merchants provided a Performance Bond for the Project under bond number IAC 91294 (the “Bond”);

WHEREAS, the City has raised issues with the work performed by Van Hauen claiming the work was defective and needs repairs, which claims are disputed by Van Hauen;

WHEREAS, the City made a claim upon the Bond asking Merchants to rectify the work of Van Hauen on the Project;

WHEREAS, there is currently a dispute between the Parties regarding various performance issues in relation to the Project, including whether the work performed by Van Hauen was in accordance with the plans and specifications, and whether the City’s claim on the Bond is valid;

WHEREAS, the Parties wish to fully and finally settle all claims related to the Project, the work performed, the Bond, and all other claims asserted or that could have been asserted by the Parties resulting from the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Actions and Release By the City**. The City hereby agrees to do the following:
 - a. The City will immediately provide Van Hauen and Merchants with an original signed Agreement.

b. Effective upon signing below, the City shall release, remise, and forever discharge Van Hauen and Merchants and their divisions, subsidiaries, parent companies, affiliates, predecessors, assigns, owners, members, successors, officers, officials, directors, board members, club members, employees, stockholders, agents, attorneys, servants, insurance companies, heirs, and each of them, from any and all claims, actions, causes of action, suits, debts, agreements, promises, damages, judgment, liabilities, losses, expenses and demands whatsoever, direct or indirect, in law or in equity, whether known or unknown, which the City may have had, presently has, or may have in the future against Van Hauen and/or Merchants relating to the Project, the work performed or materials provided, the Bond, and all other claims asserted or that could have been asserted by the City. So there is no confusion, this Agreement shall also serve to fully settle and extinguish all claims, including, but not limited to, latent defect and warranty claims, against Merchants Bond number IAC 91294, effectively serving to cancel the Bond as of the Effective Date of this Agreement.

2. **Actions and Release by Van Hauen.** Van Hauen hereby agrees to do the following:

a. Van Hauen will immediately provide the City and Merchants with an original signed Agreement.

b. Effective upon signing below, Van Hauen shall release, remise, and forever discharge the City and its divisions, subsidiaries, parent companies, affiliates, predecessors, assigns, owners, members, successors, officers, officials, directors, board members, club members, employees, stockholders, agents, attorneys, servants, insurance companies, heirs, and each of them, from any and all claims, actions, causes of action, suits, debts, agreements, promises, damages, judgment, liabilities, losses, expenses and demands whatsoever, direct or indirect, in law or in equity, whether known or unknown, which Van Hauen may have had, presently has, or may have in the future against the City relating to the Project, the work performed or materials provided, the Bond, and all other claims asserted or that could have been asserted by Van Hauen.

c. Van Hauen and Merchants agree that the release(s) contained herein shall not limit Merchants' rights pursuant to the General Application and Agreement of Indemnity executed by Van Hauen and the individual Indemnitors on or about October 30, 2008, and nothing herein shall be intended or interpreted to act as a release of such obligations or rights under said General Application and Agreement of Indemnity.

3. **Actions by Merchants.** Merchants hereby agrees to do the following:

a. Merchants will immediately provide the City and Van Hauen with an original signed Agreement.

b. Within five (5) days of receiving a fully-executed Agreement, Merchants shall provide the City with a check made payable to the City in the amount of Seventy-Five Thousand Dollars (\$75,000.00) as full and final settlement.

4. **No Admission of Liability.** This Agreement shall not be interpreted, asserted or construed as an admission of any wrongful acts or liability by any Party hereto. The Parties specifically disclaim any liability for the matters and claims asserted in the Lawsuit or otherwise.

5. **Integrated Agreement; Severability.** This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the Parties relating to the subject matter hereof and not embodied in this Agreement shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all Parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.

6. **Binding Effect.** This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective heirs, representatives, successors and assigns.

7. **Review by Counsel.** The Parties hereto acknowledge and agree that they have carefully read and fully understand the terms, provisions and legal effect of this Agreement, and they are signing it of their own free will, after having consulted independent legal counsel, or having the opportunity to consult with independent legal counsel, with full knowledge of its significance, and solely in reliance on their own knowledge, belief and judgment and that of their legal counsel.

8. **No Construction Against Party Drafting.** The Parties expressly acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated, compromised and agreed upon by the Parties. Therefore, the fact that one Party or the other may have been primarily or exclusively responsible for drafting or editing this Agreement shall not, in any dispute over the terms, construction or meaning of this Agreement, be held, interpreted or construed against such Party.

9. **Applicable Law, Jurisdiction and Venue.** This Agreement shall in all respects be governed by the laws of the State of Iowa. All actions arising from or relating to this Agreement shall be commenced and prosecuted in either the state or federal court that encompasses and governs Boone County, Iowa.

10. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall together constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each and every Party hereto and delivered to each and every other Party hereto.

11. **Due Authority.** Each of the Parties respectively warrants and represents, which warranty and representation shall survive the date of this Agreement, that: (i) he/she/it has good right, title and authority to enter into this Agreement and perform his/her/its respective obligations hereunder; (ii) the execution and delivery hereof by the individuals set forth below, and the consummation of the transactions herein provided have been duly authorized and approved by

such Parties, including, if necessary, its City Council, Board of Directors, Shareholders and/or Members as required by law and/or its Articles of Incorporation, Articles of Organization, and/or Bylaws, and do not violate any provision thereof or of any agreement as to which he/she/it is a party or is otherwise bound; and (iii) this Agreement, upon execution and delivery by the individuals set forth below, will constitute a valid and binding obligation, enforceable against he/she/it in accordance with its terms.

12. **Captions.** The paragraph captions are used only as a matter of convenience and do not define, limit, construe or describe the scope or intent of paragraphs nor in any way affect this Agreement.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF CLAIMS.

IN WITNESS WHEREOF, the Parties hereto have duly executed this **SETTLEMENT AGREEMENT AND RELEASE** effective as of the Effective date listed above.

CITY OF BOONE, IOWA

VAN HAUEN & ASSOCIATES, INC.

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

MERCHANTS BONDING COMPANY (MUTUAL)

By: _____
Printed Name: _____
Title: _____
Date: _____

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

Bill To: City of Boone PO Box 550 Boone, IA 50306

ORDINANCE NO. 2223

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 Meter Deposits as it pertains to the Water and Sanitary Sewer Services.

Section 2. Chapter 91, Section 91.06 (3) is hereby amended by deleting paragraph 3 and replacing it with the following:

3. Meter Deposits. A deposit, an amount established by resolution of the City Council, will be required before any new meter installation for a new consumer is made unless the consumer can show credit references that they have paid utilities consistently for eighteen (18) months with no more than two late payments. Said deposit is to be refunded upon the surrendering of the meter and when all bills for water used, repairs, etc., are paid in full. In the case of the consumer moving from one location to another within the City, and service remaining with the same named consumer, the deposit will be transferred. After having the meter in use and all bills paid for a period of eighteen months (with no more than two late payments), the deposit will be refunded.

Section 3. Chapter 92, Section 92.08 is hereby amended by deleting the entire paragraph 92.08 and replacing it with the following:

92.08 Every customer shall be required to make a deposit pursuant to the provisions of Section 91.06 (3).

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 _____, 2015.

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