

City Council Meeting Notice

Governing Body: City Council of Boone, Iowa

Date of Meeting: October 5, 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. Set a Public Hearing for Proposed Plans, Specifications, Forms of Contract and Estimate of Costs on Water Treatment Plant Removal of Lime Residuals Project for October 19, 2015 at 7:00 P.M.
 - B. Invitation to Lights On Open House at Page Elementary. (Molly Beckmann)
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
 1. September 2015 Building Department Report. (Higgins)
 - B. LIBRARY – Jamie Williams
 - C. CLERK/FINANCE OFFICER – Ondrea Elmquist
 - D. CITY ATTORNEY – Jim Robbins
 - E. DIRECTOR OF PARKS AND PUBLIC WORKS – John Rouse
 - F. CITY ENGINEER - Wayne Schwartz
 1. Approve Water Treatment Plant Removal of Lime Residuals Project and Authorize Receiving Bids. (Schwartz)
 - G. DIRECTOR OF PUBLIC SAFETY – Bill Skare
 1. Discuss and Approve Copier Agreement. (Skare)
 2. Update on Burn Ordinance Enforcement. (Adams)
 - H. CITY ADMINISTRATOR – Luke Nelson
 1. Discuss Airport Hangar Roof Repair – Airport Will Seek to Draw Upon the Maintenance Bond for Repayment. (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

E. BOARD AND COMMISSION APPOINTMENTS

F. OTHER

7. ORDINANCES

A. Second Reading of Ordinance 2222 - Revising Parking Regulations.

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)

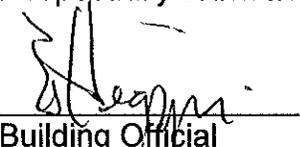
13. MOTION TO ADJOURN

Monthly Building Department Report

SEPTEMBER 2015

PERMITS ISSUED	NUMBER	VALUATION	PERMIT FEES	NOTES
Building - - New				
Single Family				
Multi-Family				
Garages/Carports	7	\$ 38,140.00	\$ 654.00	
Commercial				
Industrial				
Non-Profit	1	\$ 70,000.00	\$ -	Fairgrounds Bldg
Alterations/Additions				
Single Family	2	\$ 111,329.00	\$ 1,044.50	
Multi-Family				
Garages/Carports				
Commercial	1	\$ 492,000.00	\$ 2,763.75	
Industrial				
Non-Profit				
Miscellaneous				
Fences	5	\$ 6,400.00	\$ 100.00	
Decks	3	\$ 4,900.00	\$ 123.00	
Drives/Sidewalks	8	\$ 34,003.00	\$ 614.00	
Signs				
Demolition	2	\$ 75,950.00	\$ -	City buildings
Moving				
SUBTOTALS	29	\$ 832,722.00	\$ 5,299.25	
Plumbing	12		\$ 175.00	
Heating	19		\$ 374.00	
Electrical	8		\$ 106.00	
Tapping Fees				
Stub-In Fees				
SUBTOTALS	39		\$ 655.00	
TOTAL	68	\$ 832,722.00	\$ 5,954.25	
Inspections				
Building	37			
Plumbing	25			
Heating	17			
Electrical	17			
Miscellaneous	17			
TOTAL	113			

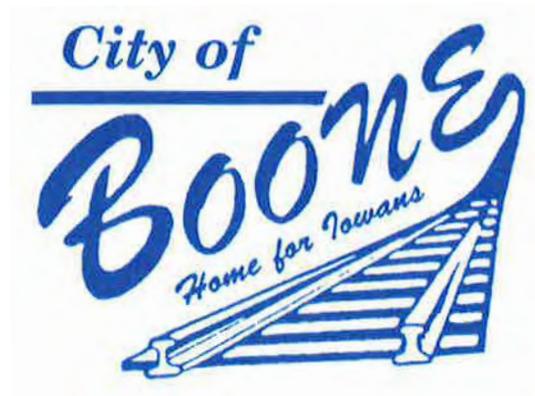
Respectfully submitted,



Building Official

Specification No: _____

**2015 Water Treatment Plant
Removal of Lime Residuals Project**
Boone, Iowa



City of Boone
923 - 8th Street, P.O. Box 550
Boone, Iowa 50036
Phone: 515-432-4211
Fax: 515-433-0630

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

**CITY OF BOONE
ENGINEERING DEPARTMENT
923 8TH STREET
BOONE, IOWA 50036**



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.

WAYNE L. SCHWARTZ, P.E Iowa Reg. No. 18394 Date
My license renewal date is 12/31/2016
Pages covered by this seal:

All Pages

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NOTICE OF HEARING AND LETTING

Sealed bids will be received by the City Engineer of the City of Boone, Iowa at 923 - 8th Street, P.O. Box 550, Boone, Iowa 50036, on October 28, 2015, until 11:00 a.m., for the following described public improvement:

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

At the above time and place all bids received by the City will be opened and publicly read with the results being reported to the City of Boone City Council at their meeting on November 2, 2015 at 7:00 p.m. at which time the Council may take action on the bids submitted or at such time as may then be fixed.

The City of Boone, Iowa City Council, will hold a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of said improvements at on October 19, 2015 at 7:00 o'clock p.m., in the City Council chambers, located at 923 8th Street, Boone, Iowa. At said hearing, any interested person may appear and file objections thereto or to the cost of the improvements.

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of improvements in Boone generally described as follows:

Removal of water plant lime residuals from approximately the south 50-feet of the north pond at the water treatment plant. Contractor shall be solely responsible for proper removal, offsite stockpile, and disposal of the lime residuals. Contractor shall comply with all applicable laws, rules and standards.

All work is to be done in strict compliance with the Plans and Specifications prepared by the Engineer which have been heretofore approved by the City Council and which are now on file for public examination in the office of the City Clerk.

All bids shall be made on a form furnished by the City and shall be filed on or before the time specified above, in a sealed envelope addressed to the City Engineer of Boone, Iowa, clearly stating that the envelope contains a bid on this project. Each proposal shall be accompanied by a bid bond, a cashier's or certified check drawn on an Iowa bank or a bank chartered under the laws of the United States in an amount equal to ten percent (10%) of the totals amount of the bid. If a bid bond is submitted it must be on the form provided with the contract documents.

The bid security submitted should be made payable to the City of Boone, Iowa, and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the City of Boone as security that if the bidder is awarded the contract by the City, the bidder will enter into a contract on the form provided by the City at prices bid and shall furnish the required performance and payment bond to the City. If the bidder fails to execute the contract and to furnish an acceptable performance and payment bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract price guaranteeing faithful performance of the

NOTICE OF HEARING AND LETTING

contract and guaranteeing payment to all persons supplying labor and/or materials in the execution of the work provided for in the contract.

Owner will issue notice to proceed after appropriate documentation submitted by Contractor and approved by Engineer. Work on said project shall be completed by April 30, 2016. If project remains uncompleted after the specified completion date, liquidated damages equal to the amount of costs incurred by the Owner may be assessed to the Contractor. 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.

Payment for the work will be made by the City in cash from such funds as may be legally available including cash on hand, proceeds from the sale and issuance of General Obligation Bonds and such other funds including the proceeds from the sale and issuance of such other bonds as may lawfully be issued as the City Council may at its sole discretion determine and provide.

Payment will be made to the contractor based on monthly estimates in amounts equal to ninety-five (95%) percent of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor on the first day of the month, subject to the approval of the Engineer. Any such payment by the City shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Final payment by the City will be made in accordance with Iowa statues and the contract documents.

Bidding forms may be obtained from City of Boone, 923 8th Street, Boone, Iowa, 50036; telephone: (515) 432-4211 Ext. 112. Copies of Plans and Specifications and contract documents can be obtained at the same address.

The City reserves the right to reject any and/or all bids and to waive any and/or all technicalities and/or all irregularities.

Ondrea Elmquist, **City Clerk**

(Publish: October 13, 2015)

INSTRUCTIONS TO BIDDERS

2015 WATER TREATMENT PLANT REMOVAL OF LIME RESIDUALS BOONE, IOWA

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10. TAXES	

1. GENERAL STATEMENT

- 1.1 It is proposed under these Specifications to provide for furnishing completely the Contract requirements set forth in the Detailed Specifications.
- 1.2 The purpose of these Specifications is to require the furnishing of highest quality equipment, material, and workmanship, in accordance with these Specifications and best accepted practice.
- 1.3 The Bidder is expected to base his Bid on materials and equipment complying fully with the Plans and Specifications. In the event the Bid is based on material or equipment which does not conform, the Bidder will be held responsible for furnishing materials and equipment which conform fully at no change in the Bid Price.
- 1.4 Each Bidder in submitting their Bid, acknowledges their willingness to comply with the terms of these Contract Documents.

INSTRUCTIONS TO BIDDERS

2. LAWS AND REGULATIONS

- 2.1 Bidders are required to comply with all Federal, State, and Municipal laws, regulations and ordinances in reference to labor, materials, equipment, actions, Bonds (Bidding, Performance, and Guarantee), and all other matters pertaining to the relationship between Owner, Contractor, and Engineer.

3. BIDDER'S KNOWLEDGE

- 3.1 Bidders shall familiarize themselves with the Specifications and conditions which will effect the construction. It will be the responsibility of the Bidder to make a personal examination of the job site and the physical conditions which may affect their bidding and performance under the Contract.
- 3.2 Bidders shall make site visits and perform evaluations, measurements, tests, etc. as necessary to determine volume of material to be removed, appropriate methods and means of removal, and complete extent of work.

4. BIDDER'S QUALIFICATIONS

- 4.1 Bidders will be required to satisfy the Owner as to their integrity, experience, equipment, personal, and financial ability to perform the work.
- 4.2 If successful Bidder is a non-Iowa Corporation, proof shall be submitted to the Owner, prior to the execution of the Contract, of authorization by the Secretary of State to do business in Iowa.

5. METHOD OF BIDDING

- 5.1 Bidders shall submit Lump Sum Bid and Unit Price Bids, as required for the work covered by the Plans and Specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.
- 5.2 In the event of discrepancies between Unit Prices and Unit Price Extensions listed in the Bidder's Proposal, Unit Prices shall govern and Unit Price extensions shall be corrected, as necessary, for agreement with Unit Prices.
- 5.3 Bids will be computed on the basis of the work shown on the Plans and Specifications. If Unit Price Bids are called for, quantities are approximate and only for comparison of Bids. Engineer retains right to change location, quantities, and combination of units as may be required during progress of construction. Compensation due Contractor will be computed on basis for final quantities of completed work.

INSTRUCTIONS TO BIDDERS

- 5.4 Award of the Contract will be made to the lowest responsible Bidder submitting the lowest responsive Bid that the Owners deems to be in its best interest.

6. SUBMISSION OF BIDS

- 6.1 Bids shall be submitted on the Proposal form included herewith. The Proposal and Bid Security shall be submitted in separate sealed envelopes. The envelopes shall bear the return address of the Bidder and shall be addressed as follows:

TO: City Engineer
City of Boone
923 – 8th Street, P.O. Box 550
Boone, Iowa 50036-0550

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

BID SECURITY FOR: **2015 WATER TREATMENT PLANT
REMOVAL OF LIME RESIDUALS PROJECT
BOONE, IOWA**

- 6.2 The Bid shall be signed by a legally authorized representative of the Bidder.

7. BID SECURITY

- 7.1 Each Bid shall be accompanied by Bid Security as set out in the NOTICE OF HEARING AND LETTING.
- 7.2 The Bid Security shall be made payable to the CITY CLERK, CITY OF BOONE, IOWA. Bid Security shall be forfeited and become the property of the Owner in case the Bidder fails or refuses to enter into Contract and furnish Bond within ten (10) calendar days after his Proposal has been accepted.

INSTRUCTIONS TO BIDDERS

7.3 Bid Security of the unsuccessful Bidders will be returned as soon as the Successful Bidder is determined or within thirty (30) days, whichever is sooner; Bid Security of Successful Bidder will be returned upon execution of Contract and furnishing of Bonds.

7.4 Use Bid Bond form included with Specifications.

8. WITHDRAWAL OF BIDS

8.1 Bids may be withdrawn any time prior to the scheduled closing time for receipt of Bids, but no Bid may be withdrawn for a period of thirty (30) calendar days thereafter.

9. EVALUATION OF BIDS

9.1 The Owner may consider such factors as Bid Price, experience and responsibility of Bidder, and similar factors in determining which Bid it deems to be in its best interest. Owner may also consider past experience with Bidder as a determining factor in accepting or rejecting a Bid.

9.2 The Owner may reject any or all Bids, waive informalities, or technicalities in any Bid, and accept that Bid which it deems to be in its best interest.

10. TAXES

10.1 The City will issue a sales tax exemption certificate for all materials purchased on the project. The City will issue the appropriate tax exemption certificates and authorization letters to the Contractor and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

10.2 Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material a copy of the tax exemption certificate.

10.3 The Successful Bidder is subject to payment of Iowa income tax on income from this work, in amounts prescribed by law. If Successful Bidder is a non-Iowa partnership, individual or association, he shall furnish evidence, prior to execution of the Contract, that Bond or Securities have been posted with the Iowa State Department of Revenue in the amount required by law.

INSTRUCTIONS TO BIDDERS

11. CONTRACT TERMINATION

- 11.1 Provisions of law, as contained in **Chapter 573A of the Code of Iowa**, shall apply to and be a part of this Contract, Chapter 573A provides for termination of Contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A shall be binding upon all parties hereto including Subcontractors and Sureties upon any Bond given or filed in connection therewith.

12. PREFERENCE FOR LABOR AND MATERIALS

- 12.1 By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes; provide that the award of Contract will be made to the lowest responsible Bidder submitting the lowest responsive Bid, which shall be determined without regard to State or local law whereby preference is given on factors other than the amount or the Bid.

13. EXECUTION OF CONTRACT

- 13.1 The Successful Bidder shall, within ten (10) days of written Notice of Selection, enter into written Contract with the Owner on forms included with the Specifications for the performance of work awarded to the Successful Bidder.

14. QUESTIONS AND ADDENDA

- 14.1 If any person contemplating submitting a Bid for the proposed work, material, or equipment is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, the Bidder may request an interpretation thereof. The person submitting the request will be responsible for its prompt delivery.
- 14.2 Questions concerning interpretation or intent of the Contract Documents should be directed to:

Wayne Schwartz, P.E.
City of Boone
923 8th Street
Boone, Iowa 50036
Phone: (515) 432-4211, Ext 112

INSTRUCTIONS TO BIDDERS

- 14.3 Any oral interpretation given will be valid only if confirmed by written Addendum. Information obtained from an officer, agent, or employee of the Owner shall not effect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract.
- 14.4 The Owner reserves the right to revise or amend the Contract Documents, prior to the date set for receipt of Bids. Such revisions and amendments, if any, will be announced by an Addendum or Addenda to the Contract Documents.
- 14.5 Copies of such addenda as may be issued will be furnished to all holders of Specifications.
- 14.6 Bidders are required to acknowledge receipt of all Addenda by listing such Addenda in Proposal.

15. PRECONSTRUCTION CONFERENCE

- 15.1 Following the award of Contract, the Contractor and the Contractor's Subcontractors will be required to attend a Preconstruction Meeting at a time

16. APPROVAL OF MATERIALS

- 16.1 Approval of any materials or equipment other than that specified shall be obtained in writing from Engineer. Otherwise, it will be assumed the Contractor will furnish materials or equipment specified. Approval from Engineer required if no specifications given.

17. SUBCONTRACTORS

- 17.1 Bidders shall include with the Proposal Form a list of proposed major subcontractors and suppliers, including qualifications and equipment.
- 17.2 The Contractor shall not award work valued at more than thirty percent (30%) of the total contract price to subcontractors without prior written approval of the City.
- 17.3 A minimum of seventy-percent (70%) of the total contract price shall be performed by the Contractor.
- 17.4 Percentages of work performed will be calculated using contract values for bid items.

INSTRUCTIONS TO BIDDERS

- 17.5 The Contractor shall not purchase any materials for a subcontracted item, nor shall it place other contractor's employees on it's payroll.
- 17.6 Work performed by a subcontractor, using materials, labor and/or equipment supplied by the Contractor, shall be tabulated as work performed by subcontractor.
- 17.7 Upon request of the Owner, Contractor and all subcontractors shall provide City certified payrolls of all personnel working on project. Payroll shall include, at a minimum, employer's name an daddress, employee's full name and hours employee worked for the corresponding payroll period on project.
- 17.8 Upon request of the Owner, the Contractor shall submit a copy of each subcontract agreement within ten (10) calendar days.

18. PERIOD OF GUARANTEE AND BONDS

- 18.1 Performance Bond furnished by the Contractor shall remain in full force and effect until all bills are paid.

19. METHOD OF PAYMENT

- 19.1 Payment to the Contractor will be made by the City in cash, or its equivalent, as set out in the NOTICE OF HEARING AND LETTING.

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: _____

ADDRESS OF BIDDER: _____

CONTACT PHONE NUMBER OF BIDDER: _____

REPRESENTATIVE OF BIDDER: _____

**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 ____ 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 ___)
_____ (\$_____) 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: _____

By: _____

Title: _____

Date: _____

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	\$	\$
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	\$	\$
3.0	Granular Surfacing, Class A Crushed Stone	TON	100	\$	\$
BASE BID – Total of Items 1.0 – 3.0					\$

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.

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we _____ as Principal, and _____, as Surety are held and firmly bound unto the CITY OF BOONE, IOWA, hereinafter called "OWNER", in the penal sum of _____ DOLLARS (\$_____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying Bid, dated _____, 2015, for the **2015 WATER TREATMENT PLANT REMOVAL OF LIME RESIDUALS PROJECT**.

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or in the alternate;
- (B) If said Bid shall be accepted and the principal shall execute and deliver a Contract in the form specified and shall furnish a Bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this Bid Bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the Bond as provided in the Specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 2015.

_____ Witness Principal

(Seal)

By: _____
(Title)

(Surety)

By: _____
(Attorney-in-Fact)

CONTRACT

STATE OF IOWA }
 }
COUNTY OF BOONE }

THIS AGREEMENT AND INDENTURE entered into this, the _____ day of _____, 2015, by and between the CITY OF BOONE, IOWA, termed in this Agreement and the Specifications as the "Owner", and _____, termed in this Agreement and the Specifications as the "Contractor".

WITNESSETH,

THAT, WHEREAS, The Contractor will commence and complete the construction of the following improvements known as the **2015 WATER TREATMENT PLANT REMOVAL OF LIME RESIDUALS PROJECT.**

WHEREAS, The Owner has heretofore caused to be prepared certain Contract documents for furnishing material and constructing improvements therein fully described, and the Contractor did, on the _____ day of _____, 20____, file with the Owner a copy of said Contract Documents, including therein the Contractor's offer and Proposal to furnish said materials and construct said improvements at the term therein fully stated and set forth; and,

WHEREAS, The said Contract Documents and Proposal accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the material and construct the improvements called for by the said Plans and Specifications and in the manner and time of furnishing and constructing same.

IT IS THEREFORE, AGREED;

FIRST, That a copy of said Contract Documents and Proposal filed as aforesaid are a part hereof and that the same do in all particulars become the Agreement and Contract between the parties hereto in all matters and things set forth therein and described; that both parties hereby accept and agree to the terms and conditions of said Contract Documents and Proposal so filed; and further that the part or parts of the Proposal accepted and the compensation therefore are as follows:

SECOND, The Contract Documents and Proposal hereto annexed are made a part of this Agreement and Contract as fully and absolutely as if herein set out in detail.

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: _____.

Ondrea Elmquist, City Clerk

By: _____.

Title: _____.

ATTEST:

SEAL:

By: _____.

Title: _____.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned, _____ of _____, hereinafter referred to as "Contractor" and _____, a Corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Iowa, as Surety, are held and firmly bound unto the City of Boone, hereinafter referred to as "Owner" in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States of America for the payment of which sum, will and truly be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WITNESSETH:

WHEREAS, the above bonded Contractor has, on the _____ day of _____, 20____, entered into a written Contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendents, labor and other facilities, and accessories, for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefore, a copy of said Contract being attached hereto and made a part hereof.

The condition of the foregoing obligation is such that if the said Contractor shall and will, in all particulars duly and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract Documents hereto attached, or by reference, made a part hereof, according to the true intent and meaning in each case, and indemnify and save harmless the owner from all loss, liability, counsel fees, costs, and damage of whatsoever nature or kind, by reason of the Contractor's default or failure, then this obligation shall be and become null and void, otherwise it shall remain in full force and effect.

Provided further, the undersigned Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, 2005, which by this reference is made a part hereof as though fully set out herein.

Provided further, the said Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this Bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

Provided further, the Contractor hereby waives all Notice of Default or any other acts giving rise to the claim under this Bond. In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Boone County, State of Iowa.

PERFORMANCE BOND

Provided further, if legal action is required by the Owner against the Surety or Principal to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Surety or Principal agrees to pay to Owner all damages, costs, and attorney fees incurred by enforcing any of the provisions of this agreement. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Owner by law. Owner may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

Provided further, this instrument embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Bond agreement shall supersede all previous communications, representations, or other agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its Attorney-in-Fact duly authorized thereunto so to do at _____, on the ____ day of _____, 20__.

Contractor

By: _____
(Seal)

Surety Company

By: _____
(Attorney-in-Fact)

(Seal)

By: _____

(Accompany this Bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the Bond.)

REGULATIONS OF THE CONTRACT
2015 WATER TREATMENT PLANT
REMOVAL OF LIME RESIDUALS PROJECT
BOONE, IOWA

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1. GENERAL STATEMENT

- 1.1 It is expressly understood and agreed that the Contract Documents comprised of the Notice of Hearing and Letting, Instructions to Bidders, Proposal, Bid Bond, Contract, Regulations of the Contract, Proposal, Supplemental Regulations of the Contract, Performance Bond, Statutory Bond, Detailed Specifications, Statewide Urban Design and Specifications (excluding Division 1 unless specifically referenced), Plans, all Addenda thereto issued prior to the time of opening of Bids for the work, all of which are hereto attached, Approved Change Orders, Notice to Proceed, and other Drawings, Specifications, and engineering data which may be furnished by the Contractor and approved by the Owner, together with such additional Drawings which may be furnished by the Engineer from time to time as are necessary to make clear and to define in greater detail the intent of the Specifications and Drawings.

REGULATIONS OF THE CONTRACT

- 1.2 That several parts of the Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include the furnishing of all materials, labor, tools, equipment and supplies necessary for completion of the contract obligations. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards. Notwithstanding Section 1.1 of the Special Conditions, in the event of a conflict between any of the contract documents, the Contractor is to provide the greater quantity and/or better quality, unless otherwise directed in writing by the Owner or Engineer.
- 1.3 The Contract shall be executed in Boone County in the State of Iowa. Four copies of Contract Documents shall be prepared, each containing an exact copy of the Contractor's Proposal as submitted, the Performance Bond properly executed, a Statutory Bond where required, and the Documents shall be filed as follows: Two with the Owner, One with the Contractor, One with Bonding Company.

2. DEFINITIONS

- 2.1 Wherever any work or expression in this article, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood to have the meaning herein given:
- 2.1.1 "Contract" or "Contract Documents" shall include all of the Documents enumerated in the previous article.
- 2.1.2 "Owner", "Purchaser", shall mean the party entering into Contract or duly authorized officers or agents of the owner.
- 2.1.3 "Contractor" shall mean the party entering into Contract for the performance of the work covered by this Contract and duly authorized agents or legal representatives of the Contractor.
- 2.1.4 "Engineer" shall mean the City Engineer or Engineers who have been employed by the Owner for this work, or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
- 2.1.5 "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the Owner, limited to the particular duties entrusted to them.

REGULATIONS OF THE CONTRACT

- 2.1.6 “Date of Award Contract” or words equivalent thereto, shall mean the date upon which the Successful Bidder’s Proposal is accepted by the Owner.
- 2.1.7 “Day” or “Days”, unless herein other expressly defined, shall mean a calendar day or days of twenty-four (24) hours each.
- 2.1.8 “The work” shall mean the work to be done and the equipment, supplies, materials and labor to be furnished under this Contract, unless some other meaning is indicated by the context.
- 2.1.9 “Plans” or “Drawings” shall mean and include all Drawings which may have been prepared by the Engineer as a basis for proposals, all Drawings submitted by the Successful Bidder with his Proposal and by the Contractor to the Owner, if and when approved by the Engineer, and all Drawings submitted by the Owner to the Contractor during the progress of the work as provided for therein.
- 2.1.10 Whenever in these Contract Documents the words, “as ordered”, “as directed”, “satisfactory”, or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner and Engineer.
- 2.1.11 Similarly the words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactory”, or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner and Engineer.
- 2.1.12 Whenever the statement is made containing the expression “it is understood and agreed”, or an expression of the like import, such expression means the mutual understanding and agreement of the Contractor and Owner.
- 2.1.13 Wherever the words, “Notice to Bidders” appear in these Specifications or Contract Documents, there should be substituted therefore the words, “Notice of Hearing and Letting”.

REGULATIONS OF THE CONTRACT

3. CONTRACTOR'S OBLIGATIONS

- 3.1 It is understood and agreed that the Contractor, by careful examination, has been satisfied as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the Contract, shall effect or modify any of the terms of obligations herein contained.

4. ENGINEER'S OBLIGATIONS

- 4.1 The Engineer shall have general supervision of the work as representative of the Owner. The Engineer shall have authority to direct the program of the construction insofar as the proper execution of the Contract is affected and to the extent that the forces of labor may be increased or decreased by the Engineer's order to insure the execution of the Contract in the time and in the manner prescribed.
- 4.2 All work performed under this Contract shall be done in the highest quality manner, and done to the satisfaction of the Owner. The Owner shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials herein specified. The Owner shall decide all questions which may arise as to the fulfillment of the terms of the Contract by the Contractor, or as to the intent or purpose of the Contract.
- 4.3 The Engineer shall, within a reasonable time after presentation, make decisions in writing on claims arising between the principals of the Contract and shall make interpretations of the Plans and Specifications. Such decisions and interpretations shall be regarded as final. In case of disagreements on decisions recourse may be taken to court or arbitration, as determined by Owner, and as hereinafter provided.
- 4.4 Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the Owner will assume no responsibility thereof.

REGULATIONS OF THE CONTRACT

5. BOND

- 5.1 Coincident with the execution of the Contract and Agreement, the Contractor shall furnish a good and sufficient surety Bond in the full amount of the contract sum. This surety Bond, executed by the Contractor to the Owner, shall be a guarantee: (a) for the faithful performance and completion of the work in strict accordance with the terms of the Contract Documents: (b) the payment of all bills and obligations arising from this Contract which might in any manner become a claim against the Owner: (c) for payment to the Owner of all claims due or which may become due by the terms of the Contract, as well as by reason of any violation thereof by the Contractor: (d) for the protection of the Owner against all suits and claims for infringements of the patent right and/or processes.
- 5.2 All provisions of the Bond shall be complete and in full accordance with the statutory requirements. The Bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The Bond shall be signed by an agent resident in the State of Iowa and date of Bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract, the surety on the Contractor's Bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended, all payments or money due the Contractor withheld, and the Contract completed as hereinafter provided.

6. INSURANCE

- 6.1 General
- 6.1.1 The Contractor shall purchase and maintain insurance to protect the Contractor, the Engineer and Owner against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the Owner
- 6.1.2 All Certificates of insurance required herein shall state that thirty (30) days written notice will be given to the Owner before the Policy is canceled or changed. All certificates of insurance shall be delivered to the Owner and Engineer prior to the time that any operations under this Contract are started.

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contractually, independent Contractors, Broad Form Property damage	single limit per occurrence)
Personal Injury, Underground Explosion and Collapse	\$1,000,000 (Aggregate hazards)
Automobile Liability (including all owned, non- owned and hired autos) single limit	\$1,000,000 Combined
Worker's Compensation	Statutory Benefits \$100,000 Coverage B
Umbrella Liability; (applying directly excess of above liability single limit coverage)	\$2,000,000 Combined \$1,000,000

REGULATIONS OF THE CONTRACT

6.4 Contractual Liability Insurance

6.4.1 The insurance required by Paragraph 6 shall include contractual liability insurance applicable to the Contractor's obligations as follows:

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- B. In any and all claims against the Owner or Engineer or any of their agents, officers or employees by any employee of the Contractor, any Subcontractor, any directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this Subparagraph 4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of the Contractor under this Subparagraph 4 shall not extend to the liability of the Engineer, the Engineer's agents or employees arising out of (1) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents or employees providing such giving or failure to give are the primary cause of the injury or damage.

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- 6.5 Contractor's Insurance for other Losses for the consideration in this agreement heretofore stated, in addition to the Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor, the Contractor's agents, Subcontractors, materials owned or rented by the Contractor, the Contractor's agents, Subcontractors, material suppliers or their employees, tool sheds or other temporary structures, scaffolding and staging, protective fences, bridges and sidewalk hooks. The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft, or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this Contract, and any modifications, alterations, enlargement thereto, is to be done, and to the following items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.
- 6.6 Contractor shall cause each of its subcontractors, consultants, suppliers, third parties or the agents of any of them, to carry insurance sufficient to cover all loss to such materials, tools, motor vehicles and equipment. All insurance carried by Contractor, or its subcontractors, consultants, suppliers, third parties or the agents of any of them, covering risk of loss or damage to materials, tools, motor vehicles, and equipment used in the performance of the Work, shall provide a waiver of subrogation against the Jurisdiction. To the extent that any subcontractors, consultants, suppliers, third parties or the agents of any of them, do not provide such coverages, any uninsured loss shall be the sole responsibility of the Contractor.
- 6.7 Notification in Event of Liability or Damage Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

7. ASSIGNMENT OF CONTRACT

- 7.1 The Contractor shall not assign or transfer this Contract, nor sublet it as a whole, without the written consent of the Owner and of the Surety on the Contractor's Bond. Such consent of Surety, together with copy of assignment shall be filed with the Engineer. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of the

REGULATIONS OF THE CONTRACT

Contractor's liabilities under this Contract. Should any assignee fail to perform the work undertaken by the Assignee in a satisfactory manner, the Owner may at the Owner's option annul and terminate Assignee's Contract.

8. SUB-CONTRACTS

- 8.1 The Contractor shall, as soon as practicable after the signing of the Contract, notify both the Owner and the Engineer in writing of the names of Subcontractors proposed for the work and shall not employ any that the Owner or the Engineers may within a reasonable time object to as incompetent or unfit.
- 8.2 The Contractor agrees that the Contractor is as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- 8.3 Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.
- 8.4 No officer, agent or employee of Owner, including the Engineer, shall have any power or authority whatsoever to bind the Owner or incur any obligation in its behalf to any Subcontractor, material supplier, or other person in any manner whatsoever.

9. OTHER CONTRACTS

- 9.1 The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate the Contractor's work with theirs.
- 9.2 If any part of the Contractor's work depends for proper execution or results on the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defect in such work that renders it unsuitable for such proper execution and results.
- 9.3 The Contractor's failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of the Contractor's work.

REGULATIONS OF THE CONTRACT

- 9.4 Wherever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, in order to secure the completion of the various portions of the work in general harmony.

10. LEGAL RESTRICTIONS

- 10.1 The Contractor shall procure at the Contractor's own expense all necessary licenses and permits of a temporary nature and shall give due and adequate notice to those in control of all licenses and easements for permanent structures or permanent changes in existing facilities shall be provided by the Owner unless otherwise specified. The Contractor shall have all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn or specified.

11. ROYALTIES AND PATENTS

- 11.1 It is agreed that all royalties for patents or patent infringement claims, whether such patents are for processes or devices, that might be involved in the construction or use of the work, shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at anytime for such, and shall be liable for any damages or claim for patent infringements, and the Contractor shall at the Contractor's own expense, defend any and all suits or proceedings that may be instituted at any time against the Owner for infringement or alleged infringement of any patent or patents involved in the work, and in case of an award of damages, the said Contractor shall pay such award; final payment to the Contractor by the Owner will not be made while any such suits or claims remain unsettled.

12. SCOPE AND INTENT OF SPECIFICATIONS AND PLANS

12.1 General

- 12.1.1 These Specifications and Project Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans so that any work exhibited in the one and not in the other, shall be executed just as if it has been set forth in both, in order that the work shall be completed according to the complete design of the Engineer.

REGULATIONS OF THE CONTRACT

12.1.2 Should anything be omitted from the Specifications and Plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning and intent of the Contract, Specifications and Plans.

12.2 Figures Dimensions to Govern

12.2.1 Dimensions and elevations shown on the Plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

12.3 Contractor to Check Plans and Schedules

12.3.1 The Contractor shall check all dimensions, elevations and quantities shown on the Plans and schedules given to the Contractor by the Engineer, and shall notify the Engineer of any discrepancy between the Plans and the conditions on the ground, or any error or omissions in the plans, or in the layout as given by stakes, points, or instructions, which the Contractor may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the Plans or Contract Documents, as full instructions will be furnished by the Engineer should error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

12.3.2 The apparent silence of the Plans and Specifications as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practices, as accepted by the particular trades or industries involved, shall be used.

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13. SUPERVISION

- 13.1 The Owner may appoint or employ (either directly or through the Engineer) such engineering inspectors as the Owner may deem proper, to inspect the materials furnished and the work performed under this Contract, and to see that the said materials are furnished, and the said work performed, in accordance with the Plans and Specifications therefore.
- 13.2 The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the Supervisors or Inspectors, for the proper inspections and examination of the work and all parts therefore.
- 13.3 The Contractor shall regard and obey the directions and instructions of the Engineer, or by the Supervisors or Inspectors, for the proper inspection and examination of the work and all parts thereof.
- 13.4 The Contractor shall regard and obey the directions and instructions of the Engineer, or any Supervisor or Inspector so appointed, when the same are consistent with the obligations of this Contract and the Specifications therefore, provided, however, that should the Contractor object to any order given by any subordinate Engineer, Supervisor, or Inspector, the Contractor may make written appeal to the Engineer for his decision.
- 13.5 Engineering Inspectors, and other properly authorized representative of the Owner or Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of anyone of them by the Contractor or by any of the Contractor's employees shall be sufficient reason, if the Owner so decides, to annul the Contract.
- 13.6 Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and Specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at the Contractor's own expense, and free of all expense to the Owner, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection. Any defective material or workmanship may be rejected by the Engineer at anytime before the final acceptance of the work, even though the same may have been previously overlooked and estimated for payment.

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- 13.7 Inspector shall have authority subject to the final decision of the Engineer to condemn and reject any defective work or material and to suspend the work when the same is not being properly done.
- 13.8 All condemned work shall be promptly taken out and replaced by satisfactory work, all condemned materials shall be promptly removed from the vicinity of the work. Should the Contractor fail or refuse to comply with instructions in this respect the Owner may, upon certification by Engineer, withhold payment or proceed to terminate Contracts as herein provided.
- 13.9 Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work is found to be done in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless the Contractor shall show that defect in the work was caused by another Contractor of the Owner and in that event the Owner shall pay the cost.
- 13.10 The Contractor shall furnish samples for testing purposes of any material required by the Engineer, and shall furnish any information required concerning the nature or source of any material which the Contractor proposes to use. Laboratory tests are to be made as directed by the City Engineer and the cost to be paid by the Owner.

14. LINE AND GRADE

- 14.1 All construction work shall be done to the lines and grades shown on the Plans. The Engineer will establish on the site horizontal and vertical control bench marks as shown on the Plans if requested by the Contractor. Detailed survey and staking for location and grade of individual structures or other construction, as well as measurements and elevations within structures shall be performed by the Contractor.
- 14.2 For the construction of sewers, water lines, street and other types of lines or route work, the Engineer will establish on the site horizontal and vertical control bench marks, as shown on the Plans, with reference to dimensions thereto from which the work may be laid out by the Contractor.

REGULATIONS OF THE CONTRACT

- 14.3 Consult Detailed Specifications for any exceptions to above requirements concerning detailed survey and staking applying to this particular contract. In any case, all such detailed survey and stake out shall be checked by the Contractor who shall assume full responsibility for the accuracy and correctness thereof.
- 14.4 In all cases, the Contractor shall provide without extra compensation, competent workers and the necessary tools, and other materials required for proper checking of the work.
- 14.5 The Contractor shall without extra compensation furnish competent workers and the necessary tools to make all test holes and exploration required at anytime for the purpose of determining the location of existing structures beneath the ground surface which might conflict or interfere with this work.
- 14.6 The Contractor shall carefully preserve all monuments, reference points, stakes and bench marks set by the Engineer, and in case of destruction of same through carelessness or negligence on the part of the Contractor, he will be charged with the resulting expense of replacement and responsibility for any mistakes or loss of time caused thereby.

15. SUPERINTENDENCE

- 15.1 The Contractor shall keep on the project, during its progress, a competent Superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall represent the Contractor in the Contractor's absence and all directions given to the Superintendent shall be binding as if given to the Contractor.
- 15.2 The Contractor shall provide proper tools and equipment and the services of all workers, mechanics, trades people, and other employees necessary in the construction and execution of the work contemplated and outlined herein. The employees of the Contractor shall be competent and willing to perform satisfactorily the work required of them. Any employee who is disorderly, intemperate or incompetent or who neglects or refused to perform his work in a satisfactory manner, shall upon the request of the Engineer, be promptly discharged from the Project and shall not be re-employed except with the Engineer's consent.

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- 15.3 It is called particularly to the Contractor's attention that only the highest quality workmanship will be acceptable.

16. PROTECTION OF WORK

- 16.1 The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect the Owner's property from injury of loss arising in connection with this Contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. The contractor shall Provide and maintain all passage ways, guard fences, lights and other facilities for protection required by public authority of local conditions.
- 16.2 In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor without special instruction or authorization from the Engineer, is hereby permitted to act at the Contractor's discretion to prevent such threatened loss or injury, and the Contractor shall so act, without appeal, if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.
- 16.3 Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this Contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect the public or private, personal or property interest, then the Engineer, with or without notice to the Contractor, may provide suitable protection to the said interest by causing such work to be done and material to be furnished and placed as the Engineer may consider necessary and adequate.
- 16.4 The cost and expense of such work and material so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer.

REGULATIONS OF THE CONTRACT

17. SAFETY REGULATIONS

- 17.1 Notwithstanding any other provisions to the contrary, the Contract Documents shall be subject to the applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596, 84 Stat. 1590; and Iowa Senate File 1218, Acts 64th General Assembly, Second Regular Session (1972); and all lawful regulations and rules pursuant thereto.

18. MATERIALS AND WORKMANSHIP

- 18.1 The Contractor hereby guarantees the work in connection with this Contract against faulty materials or poor workmanship not acceptable to the Owner during the period of time, as set out in the Notice after the date of completion and acceptance of the Contract.

19. SHOP DRAWINGS

- 19.1 The Contractor shall furnish the Engineer with duplicate copies of all shop and erection Drawings for preliminary approval. These Drawings shall include the Drawings prepared on structural and reinforcing steel, special layout, Drawings of equipment or machinery purchased under this Contract, and any other supplementary Drawings required in the prosecution of the work. One copy shall be returned to the Contractor for correction and one copy retained by the Engineer for office reference. After correction, the Contractor shall submit five (5) corrected copies to the Engineer for final approval and distribution to all interested parties. No material or equipment shall be used or installed until such formal approval is received by the Contractor.
- 19.2 The purpose of having shop and erection Drawings checked and approved by the Engineer are two-fold:
- 19.2.1 To assure the compliance with the purpose and intent of the Plans and Specifications.
 - 19.2.2 To assist the Contractor in interpreting the Plans and Specifications so as to eliminate mistakes in the material or equipment actually shipped to the site of the work.

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- 19.3 The formal approval given to the Contractor is to be considered as in compliance with these purposes and in no manner shall be construed so as to relieve the Contractor from any liability or responsibility for proper construction or compliance with the Plans and Specifications.

20. USE OF COMPLETED WORK

- 20.1 The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions as may not have expired; but such taking, possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.
- 20.2 The Owner, in taking possession of completed portions, agrees to accept the decision of the Engineer on matters relating to responsibility for damage that may occur to any portion of the work during the period of possession preceding acceptance and final payment.

21. CHANGED WORK

- 21.1 The Owner, without invalidating the Contract, may order additional work to be done in connection with the Contract, or may alter or deduct from the work, the contract sum to be adjusted accordingly. All such work shall be executed under the conditions of the original Contract and subject to the same inspection and test as though therein included.
- 21.2 Provided, however, that any additional, omitted or changed work shall not be ordered, undertaken or commenced until after the consent has been obtained in writing of the Contractor's construction surety bonds persons, except minor changes not inconsistent with the general purpose of the Contract not involving costs or substitution of materials.
- 21.3 The Owner shall have authority, by verbal instructions, to make minor changes in the work, not involving cost, and not inconsistent with the purposes of the work. Otherwise, except in an emergency endangering life or property, all extra work or changes shall be done as ordered in writing by the Owner, which order shall state the location, character, amount, and method of compensation. No extra work or change shall be made unless in pursuance of such written order by the Owner, and no claim for an addition to the Contract sum shall be valid unless so ordered. The

REGULATIONS OF THE CONTRACT

adjustment to the Contract sum for any such extra work or change shall be determined in one or more of the following ways:

- 21.3.1 By a Lump Sum Price agreed upon prior to starting the additional or changed work.
- 21.3.2 By Unit Prices named in the Proposal or as agreed upon prior to starting the additional or changed work.
- 21.3.3 By cost plus a fixed fee, the latter agreed upon prior to starting the additional or changed work.
- 21.3.4 By cost plus percentage, the latter agreed upon prior to starting the additional or changed work.
- 21.4 "Cost" in methods (21.3.3) and (21.3.4) shall include all labor, materials, power, fuel and rental on major items of equipment. The Contractor shall keep and present in such forms as the Engineer may direct, a correct account of the several items of cost together with vouchers. This definition and requirement applies equally to work done by Subcontractors.
- 21.5 Under method (21.3.4), compensation or adjustment for work done by Subcontractors shall be computed on the same basis as if done by the Contractor except that ten percent (10%) shall be added to the amount or charged by the Subcontractor.
- 21.6 The above percentages shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office and other overhead costs and profit. Rental on equipment shall be charged against the additional or changed work only for the actual time which the equipment is used specifically thereof, and will be charged according to the current schedule of the Associated General Contractors of America, whether owned or rented by the Contractor. Transportation charges necessarily incurred in connection with equipment authorized by the Engineer for use on the extra work which is not already on the job will be charged.
- 21.7 Changed work shall be adjusted considering separately the parts of the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at time omission of work is authorized and the agreed adjustment will be deducted from final quantities.

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- 21.8 Statements for additional or changed work shall be rendered by the Contractor not later than fifteen (15) days after the completion of each assignment of additional or changed work and if found correct will be approved by the Engineer and submitted for payment with the final quantities.
- 21.9 The Owner reserves the right to Contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of the work that may be omitted.
- 21.10 In Unit Price Contracts the total quantity of work may be adjusted upward or downward by the Owner, to the extent that the final Contract price is between 80 and 120 percent of the original estimated Contract price. Amounts of individual items may be varied to any extent and individual items may be omitted entirely as long as the above limits are met. In the event that the total quantity of work is adjusted upward or downward beyond the above limits, that portion of the work beyond said limits may be performed at the original Contract unit prices if agreed by the Owner and the Contractor, or otherwise, shall be handled in accordance with the provisions stated previously in this article.

22. DISPUTED CLAIMS

- 22.1 In any case where the Contractor deems that extra compensation is due the Contractor for work material not clearly covered in the Contractor's Contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which the contractor bases the Contractor's claim.
- 22.2 If such notification is not given, or if after such notification is given, the Engineer is not afforded facilities for keeping strict account of actual costs as defined for force-account construction, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an intelligent evaluation by the Owner. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit or the claimant or other persons having knowledge of the facts. In the event the claimant wishes an opportunity to

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present his claim in person, then the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present the claimant's claim in person, the Owner, within thirty (30) days of filing of the claim, shall fix a time and place for a meeting between the claimant, the Owner, or its designated representative or representatives. The Owner shall, within a reasonable time from the filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant, in writing, of its ruling together with the reasons thereof. In case the claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.

- 22.3 Any claim of the Contractor denied in whole or in part by the Owner or Engineer may be submitted to arbitration as set forth in Article 32.

23. SUSPENSION OF WORK

- 23.1 The Owner may at anytime without cause suspend the work or any part thereof by giving ten (10) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor to do so. Failure of the Contractor to maintain the policies of insurance as required by Section 6 shall constitute a substantial violation of the Contract and the Owner shall have the right to suspend and/or terminate the Contract in accordance with Section 25.
- 23.2 If the work or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume within a reasonable period of time, then the Contractor may abandon that portion of the work so suspended, and he will be entitled to the estimated payments for all work done on the portions abandoned, if any.

24. OWNER'S RIGHT TO DO WORK

- 24.1 If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the Engineer, or otherwise be guilty of a substantial violation of any

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provision of the Contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Engineer may deem expedient.

- 24.2 In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.
- 24.3 Pending arbitration or settlement of disputes on any point of controversy the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to extension of time although such extension of time may be granted by the Engineer if the Engineer deems it in the interest of the work.

25. CONTRACT TERMINATION

- 25.1 If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the Engineer, or otherwise be guilty of substantial violation of any provision of the contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Engineer may deem expedient.

REGULATIONS OF THE CONTRACT

- 25.2 In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.
- 25.3 Pending arbitration or settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall the Contractor be entitled to extension of time although such extension of time may be granted by the Engineer if the Engineer deems it in the interest of the work.

26. CONTRACTOR'S RIGHTS

- 26.1 If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the Engineer should fail to issue any estimate for payment within fourteen (14) days after it is due, or if the Owner should fail to pay the Contractor within twenty (20) days of its maturity and presentation any sum certified by the Engineer or awarded by arbitrators, then the Contractor, may, upon seven (7) days written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

27. TIME OF COMPLETION

- 27.1 The Contract shall be completed within the time stated in the NOTICE OF HEARING AND LETTING subject to such extensions as may from time to time be allowed the Contractor by the Owner as hereinafter provided.

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28. DELAYS

- 28.1 The Contractor expressly covenants and agrees that in undertaking to complete the work within the time herein fixed, the Contractor has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials or workers, reasonably anticipatable weather, or otherwise. Should the Contractor, however, be delayed in the prosecution and completion of the work by reason of delayed shipment orders, abnormal weather, or by any changes, additions, omissions therein ordered in writing by the Owner, through no fault of the Contractor (or by the abandonment of the work by the workers engaged thereon), or by any act taken by the U.S. Government such as the commandeering of labor, or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the work; or by neglect, delay or default of any other contractor of the Owner, or delays caused by court proceedings; the Contractor shall have no claims for damages for any such cause or delay; but shall in such cases be entitled to such extension of the time specified for the completion of the work as the Owner shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the Owner in writing with one (1) week from the time when any such alleged cause for delay shall occur.

29. PAYMENTS

- 29.1 Payment for said improvement will be made in accordance with the terms and conditions as set forth in the published NOTICE OF HEARING AND LETTING.

30. PAYMENTS WITHHELD

- 30.1 The Owner may withhold or, on account of subsequently discovering evidence, nullify the whole or a part of any certificate to such an extent as may be necessary to protect himself from loss on account of:
- 30.1.1 Defective work not remedied.
 - 30.1.2 Claims filed or reasonable evidence indicating a probable filing of claims.
 - 30.1.3 Failure of the Contractor to make payments properly to Subcontractors or for material or labor.

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- 30.1.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 30.1.5 Damage to another Contractor.
- 30.1.6 Any other violation of or failure to comply with the provisions of this Contract.

31. SALES TAX

- 31.1 The City will issue a sales tax exemption certificate for all materials purchased on the project. The City will issue the appropriate tax exemption certificates and authorization letters to the Contractor and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 31.2 Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material a copy of the tax exemption certificate.

32. REMEDIES

- 32.1 Subject to any submission and notice provisions contained in the Contract Documents, including those in Articles 22 and 28, which shall be conditions precedent to a request for arbitration, all controversies and claims between the submitted to arbitration, at the sole discretion of the Owner. If the Owner refuses to allow arbitration of a controversy or claim, then the parties agree and consent to the jurisdiction of the Iowa District Court for Boone County.
- 32.2 During such time as any dispute is the subject of a demand for arbitration or a lawsuit, the contract terms shall remain in force and work shall continue as directed by the Owner or Engineer. Failure of the Contractor to continue to work as directed shall constitute a waiver by the Contractor of its claim.
- 32.3 All disputes allowed by the Owner to be submitted to arbitration shall be decided in accordance with the Construction Industry Arbitration Rules of American Arbitration Association (“AAA”).

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- 32.4 A written demand for arbitration shall be filed with the American Arbitration Association office in Minneapolis, Minnesota and with the other party within a reasonable time after the date of final payment to the Contractor by the Owner or after the expiration of thirty days from the rendering of a written decision by the Engineer, whichever earlier occurs.
- 32.5 Notwithstanding the Rules of the AAA, the arbitration panel shall consist of three persons. The Owner and the Contractor shall each appoint an arbitrator and the third shall be appointed by agreement of the appointees of the Owner and Contractor.
- 32.6 The arbitrators' award shall contain findings of fact and conclusions of law. The award shall be final, binding and conclusive as to findings of facts in accordance with the applicable arbitration law, but shall be reviewable for errors of law.
- 32.7 Nothing contained herein shall increase or otherwise expand the Owner's obligation to pay the Contractor other than documented and audited cases in accordance with the Owner's rules and regulations, regarding cost or pricing data and analysis and cost principles.

SUPPLEMENTAL REGULATIONS

2012 BOONE MUNICIPAL SWIMMING POOL PAINTING PROJECT BOONE, IOWA

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1. PURPOSE

- 1.1 SUPPLEMENTAL REGULATIONS are intended to clarify, supplemental or supersede REGULATIONS OF THE CONTRACT.

2. LOCATION

- 2.1 Project location is the north lime holding pond at:
City of Boone Water Treatment Plant
1190 188th Road
Boone, IA 50036

3. COPIES OF PLANS AND SPECIFICATIONS

- 3.1 After award of the contract, the Engineer will furnish the Contractor up to three (3) sets of Plans and Specifications. Additional copies will be furnished at the Engineer's cost of reproduction.

4. PAYMENT

- 4.1 Separate payment will be made for only those items specially listed in the Proposal. All other work shall be paid for by applicable Unit Prices for items to which work pertains.

5. FINAL REVIEW AND ACCEPTANCE

- 5.1 Notify Engineer when work is considered complete and ready for Final Review.
- 5.2 Owner will accept work and make final payment to Contractor:

SUPPLEMENTAL REGULATIONS OF THE CONTRACT

- 5.2.1 When the Engineer has certified the work of the Contractor has been reviewed and stated that the work is complete and in essential compliance with the Plans and Specifications;
- 5.2.2 When Contractor has filed with Owner or Engineer documents called for in Specifications;
- 5.2.3 When all government agencies involved have indicated, in writing that the work is complete and acceptable; and
- 5.2.4 Contractor provides Chapter 573 Claim Waivers for all materials supplied and labor provided on the Project.

**DETAILED SPECIFICATIONS
PROJECT REQUIREMENTS**

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

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1. FORM OF TECHNICAL SPECIFICATIONS

- 1.1 Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the”, and “all” are intentional, supply omitted words or phrases by inference.
- 1.2 “Owner”, and “City” shall mean the City of Boone, Iowa, acting through the City Council.
- 1.3 “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- 1.4 “Engineer” shall mean the City of Boone Engineer or designated agent.
- 1.5 “Standard Drawings” shall mean Construction Detail Drawings bound with these Specifications.
- 1.6 “Project Manual” shall mean this document and includes all sections hereto attached.

PROJECT REQUIREMENTS

- 1.7 “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.

2. SUMMARY OF WORK

- 2.1 Work includes removal of water plant lime residuals from the north pond at the water treatment plant. Due to budget reasons, the removal area only includes approximately the south 50-feet of the north pond. Lime residuals should be removed along the entire south edge. See Plans for sketch of approximate area. Limits of removal have been marked at the project site.
- 2.1.1 Contractor shall be solely responsible for the proper removal, offsite stockpile and offsite disposal of lime residuals. Contractor shall comply with all applicable laws, rules and standards.
- 2.2 Removal of lime residuals shall occur without damage to lime residual holding ponds, or to discharge and decant piping within the pond. No more than 4-inches of lime residuals shall remain on pond walls and bottom in the removal areas after work complete.
- 2.3 At the discretion of the engineer, bid item 3.0 – Granular Surfacing, Class A Crushed Stone bid item may be utilized. This bid item may be used for restoration of the drives and access roads at the project site.
- 2.6 Any minor work not specifically mentioned in the Specifications or shown on the Plans but obviously necessary for the proper completion of the work shall be considered as being a part of and included in the contract and shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

3. INTERPRETATION

- 3.1 Contractor will not be allowed to take advantage of errors or omissions in Contract Documents. Report errors or ambiguities in Contract Documents to Engineer as soon as detected; Engineer will answer questions regarding and interpret intended meaning. Engineer’s interpretation shall be accepted as final.

4. QUANTITIES

- 4.1 The Contractor is to realize some of the quantities on this Project are best estimates and may vary from actual conditions at time of construction of the Project. Quantities must be regarded as approximate only, and are given as a guide to the Bidder and for comparison of Bids. The City reserves the right to increase or diminish these quantities within reasonable limits and the Contractor will be paid for

PROJECT REQUIREMENTS

only as much work as the contractor is required to do by the City at the unit price stated in the Proposal.

- 4.2 The City reserves the right to not utilize Bid Item 3.0 – Granular Surfacing, Class A Crushed Stone if drives and access roads at the site do not need repairing at the end of the project.

5. STARTING AND COMPLETION TIMES

- 5.1 Start work within 10 calendar days after date set forth in written Notice to Proceed, or as mutually agreed upon with Owner. Complete work within the time set out in the NOTICE OF HEARING AND LETTING.

6. INFORMATION FOR ENGINEER

- 6.1 After award of Contract submit specifications for granular material verifying conformance with Iowa Department of Transportation requirements.
- 6.2 After award of Contract, provide construction schedule showing dates of starting and completing work.

7. WORKING DAYS

- 7.1 Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Engineer. Work will be allowed on Saturdays.

8. CONSTRUCTION FACILITIES BY CONTRACTOR

- 8.1 The Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.
- 8.2 Provide a telephone attended at all times during the working day; provide liaison between telephone and construction personnel for expeditions handling of messages.
- 8.3 Provide suitable storage buildings necessary for proper storage of materials and equipment.
- 8.4 Location of all construction facilities, including Project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- 8.5 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.

PROJECT REQUIREMENTS

- 8.6 Provide fences, barricades, and/or watch persons to prevent access of unauthorized persons to site where work is in progress or where material is stored.
- 8.7 Provide telephone number(s) at which responsible representatives of Contractor can be reached evenings, weekends and holidays.

9. STANDARDS AND CODES

- 9.1 Do work in accordance with best present-day construction practices.
- 9.2 Conform with and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to the contrary.
 - 9.2.1 Iowa Occupational Safety and Health Act of 1972 (Chapter 88, Code of Iowa 2005)(IOSHA).
 - 9.2.2 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 - 9.2.3 Occupational Safety and Health Act of 1970 (Public Law 91-596) (OSHA).
 - 9.2.4 Manual on Uniform Traffic Control Devices (MUTCD).
 - 9.2.5 American Disabilities Act (ADA)
 - 9.2.6 Standards and Codes of the State of Iowa and applicable local standards and codes of the City of Boone and Boone County.
 - 9.2.7 Agriculture and Land Stewardship [21] Chapter 43 – Fertilizers and Agricultural Lime of the Iowa Administrative Code.
 - 9.2.8 Agriculture and Land Stewardship [21] Chapter 44 – On-site Containment of Pesticides, Fertilizers, and Soil Conditioners of the Iowa Administrative Code.
 - 9.2.9 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the Contract.

PROJECT REQUIREMENTS

10. RESPONSIBILITY OF CONTRACTOR

- 10.1 Protection of the work.
- 10.2 Protection of all property from damage resulting from Contractor's operations or from unauthorized access to site.
- 10.3 Protection of bottom and sides of lime holding ponds, including piping and rip rap outlet protection. Draglines may not be used.
- 10.3 Replace or repair pond, decant drain lines, or other property sustaining any such damage, injury or loss to satisfaction of Owner and Engineer at no cost to Owner.
- 10.4 Cooperate with Owner, Engineer and representative utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operations. Coordinate with utility companies for utilities that are to be relocated for this project.
- 10.5 Keep cleanup current (daily).
- 10.6 Comply with all Federal, State of Iowa, Boone County and City of Boone Laws and Ordinances.

11. PROJECT SITE SAFETY

- 11.1 Until work is accepted by the Owner, the work shall be in the custody of and under the charge, care and control of the Contractor. The Contractor is also responsible for the project area or work site. The Contractor is solely responsible for the safety of everyone on its work site.
- 11.2 To protect workers and the public, the Contractor shall erect and maintain good and sufficient guards, barricades, and signals at or near the work according to the latest edition of MUTCD and all applicable laws, regulations, and specifications. The Contractor shall, in all cases, maintain safe passageways at all road crossings, crosswalks, and street intersections and shall do all other things necessary to prevent an accident or loss of any kind.

12. EMPLOYMENT PRACTICES

- 12.1 Neither the Contractor nor his Subcontractors, shall employ any person whose physical or mental condition is such that this employment will endanger the health and safety of himself or others employed on the Project.

PROJECT REQUIREMENTS

- 12.2 The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:
- 12.2.1 To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - 12.2.2 To discriminate against any individual in terms, condition, or privileges of employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

13. DUST ABATEMENT AND MATERIAL SPILLAGE

- 13.1 The Contractor shall make a reasonable effort to assure dust does not become a problem. The Engineer reserves the right to stop Contractor's operations whenever dust becomes a problem on the Project and direct the Contractor to revise operations to solve the dust problem.
- 13.2 The Contractor shall be solely responsible for any lime residuals spilled or misapplied during removal, transport, or disposal operations. All spills shall be immediately cleaned up.
- 13.3 The Contractor shall protect all roadways and drives, public and private, from dust and spillage of lime residuals. Loads prone to create dust or spills shall be covered during transport.

14. STORAGE OF MATERIALS AND EQUIPMENT

- 14.1 Limited storage space for materials and equipment will be available at project site and along roadways. Storage areas shall be subject to approval of Engineer.

15. ACCESS

- 15.1 All facilities must remain accessible to City staff for daily operation and maintenance activities.
- 15.2 Access roads and drives around ponds shall be continually maintained and passable. Ruts and other damage to roads and drives must be repaired as requested by Owner and at end of project.
- 15.3 Contractor shall provide locks for all access gates and provide keys to Owner. Access to the ponds will be provided to the Contractor during the duration of the project. Contractor shall secure and assure that all access gates are closed and locked at the end of each working day.

PROJECT REQUIREMENTS

16. METHOD OF MEASUREMENT AND PAYMENT

16.1 Measurement and Payment

- 16.1.1 Contract unit or lump sum prices are full compensation for furnishing all materials, equipment, tools, transportation, and labor necessary to construct and complete each item of work as specified. No separate payment will be made for work included in this project except as set forth below.

Item 1.0 – Mobilization (LS)

Mobilization shall consist of preparatory work and operations for all items under the Contract, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; bonds and insurance; and for the establishment of all offices, buildings and other facilities which must be performed and costs incurred prior to beginning work on the project. This item includes demobilization costs and all work required for phasing and staging that is not called out for measurement and payment under other items of work.

Payment for Mobilization shall be made in accordance with Division 1, Section 1090 of the Statewide Urban Design and Specifications (SUDAS).

Item 2.0 – Removal of Lime Pond Residuals (LS)

The lump sum price shall be full compensation for furnishing all materials, labor and equipment necessary for removal of water plant lime residuals from approximately the south 50-feet of the north lime holding pond. Area of removal is staked at the project site. No more than 4-inches of lime residual shall remain on pond bottom and banks after removal of lime residuals. Contractor solely responsible for proper removal, offsite stockpile, and offsite disposal of the lime residual materials. Contractor shall comply with all applicable laws, rules, and standards.

Payment for this item will be based on estimated percentage of work completed as measured in the field.

Item 3.0 – Granular Surfacing, Class A Crushed Stone (Ton)

The unit price shall be full compensation for furnishing all materials, labor and equipment necessary for loading, transporting and placement of crushed stone complying with Iowa Department of Transportation Specification Section 2312. This item shall be used for repair of granular drives and access roads at the water treatment plant. Incidental to this item is the grading of drives and roadways to remove holes and ruts and to provide consistent, smooth base for granular material.

PROJECT REQUIREMENTS

Payment for this item will be based delivery tickets from material supplier. No payment will be made for material without ticket indicating the material and net weight.

This bid item is only to be used at the direction of the engineer and may be unused on the project.

PLANS LIST

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

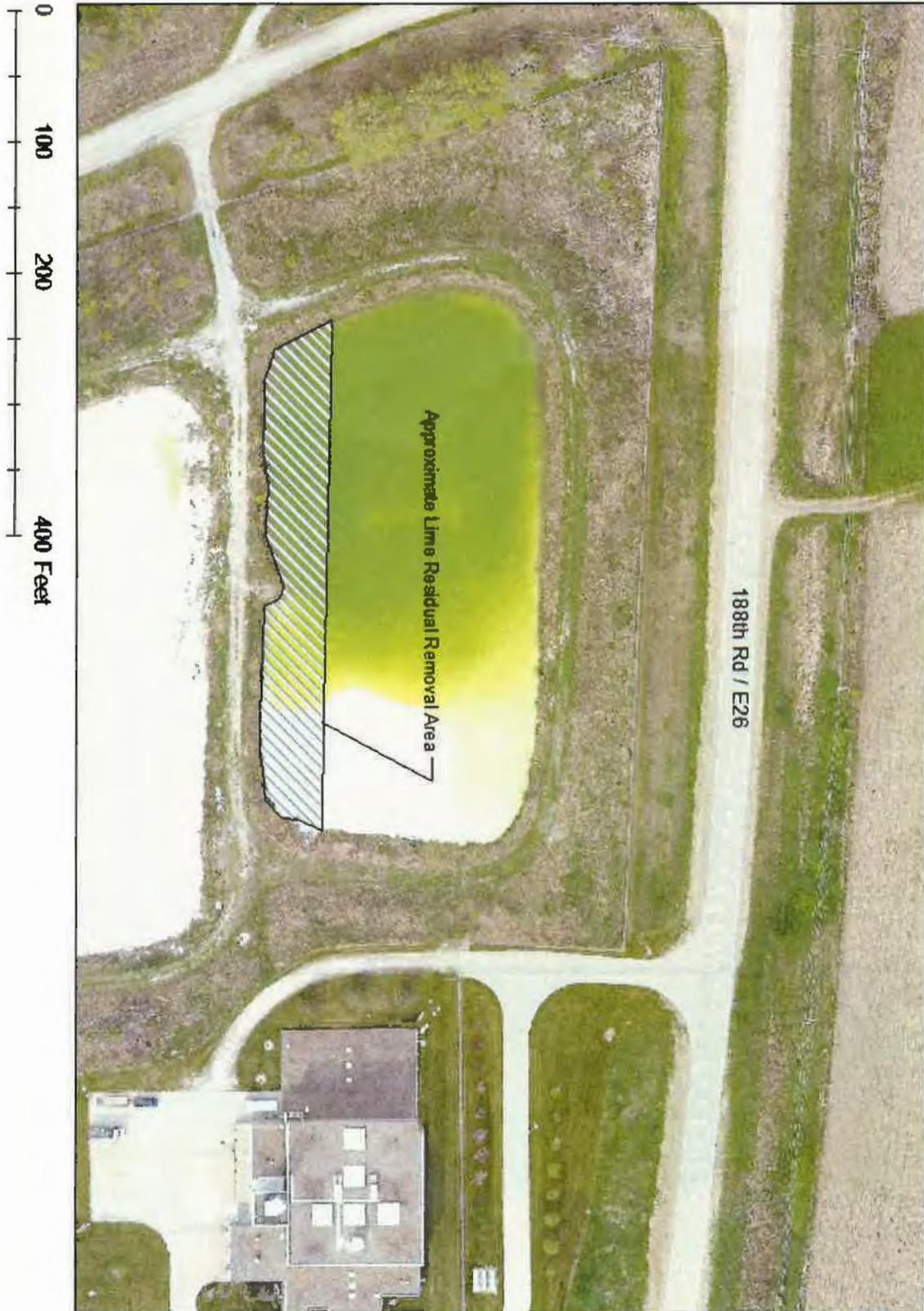
1. PLANS

- A. The work shall conform with the following Drawings (bound herewith) and Detail and Standard Drawings (bound herewith), all of which constitute the “Plans” and are an integral part of the Contract Documents.

TITLE	Drawing Number	Revision Number
Location Plan	P1	
Site Pictures	PIC1 – PIC2	

LOCATION PLAN

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



SITE PICTURES

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



PIC-1



PIC-2



COST PER IMAGE AGREEMENT

AGREEMENT NO.: **1086533**

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Boone, City of DBA Boone Police Department** FEDERAL TAX ID #:

ADDRESS: **923 8th St Boone IA 50036-2969**

EQUIPMENT AND PAYMENT TERMS SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE PER MACHINE (IF NOT CONSOLIDATED)		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
1 Sharp MX-3140N: DE12, TU12	<input type="checkbox"/>			3,700	750	0.0095	0.05
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
	<input type="checkbox"/>						
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	<input type="checkbox"/>						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE (IF CONSOLIDATED)							

EQUIPMENT LOCATION: **As Stated Above** METER FREQUENCY: **Quarterly**

TERM IN MONTHS: **60** MONTHLY BASE PAYMENT AMOUNT*: **\$158.57** (*PLUS TAX)

SECURITY DEPOSIT:

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) **X** _____
 CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

OWNER ("WE", "US", "OUR")

Access Systems, Inc. _____
 OWNER SIGNATURE PRINT NAME & TITLE DATE

955 SE Olson Dr Waukee, IA 50263-8455

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. **THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE, AND AUTHORIZE(S) OBTAINING CREDIT REPORTS.**

SIGNATURE: **X** INDIVIDUAL: DATE:

SIGNATURE: **X** INDIVIDUAL: DATE:

ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT.** You want us to provide you the equipment referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a reasonable fee to cover our origination and investigation costs. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. The base payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and/or (3) to comply with the tax laws of the state in which the Equipment is located. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
- 2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
- 3. IMAGE CHARGES AND OVERAGES.** You are entitled to make the total number of images shown under Image Allowance Per Machine (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 10% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.
- 4. EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
- 5. SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. MICR supplies are not included and will be billed separately. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.
- 6. SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
- 7. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
- 8. ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
- 9. LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment. In no event will we be liable for any consequential or indirect damages.
- 10. INSURANCE.** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to either (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium and an insurance fee, which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum.
- 11. TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees (including personal property tax) relating to the Equipment and this Agreement. If we pay any of the above for you, you agree to reimburse us and to pay us a processing fee for each payment we make on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. You hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.
- 12. END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.
- 13. DEFAULT AND REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment and requiring you to immediately stop using any financed software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
- 14. UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
- 15. MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.



DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Customer, under that certain agreement with Access Systems, Inc. ("Owner/Lessor"), which agreement is identified in Owner's/Lessor's records as agreement no. 1086533 ("Agreement") hereby acknowledges that:

The equipment subject to the Agreement ("Equipment") has been delivered and installed at the location identified in the Agreement and will be used at that location. Customer acknowledges that the Equipment is in good working order and fit for Customer's intended use. Customer unconditionally accepts the Equipment and acknowledges that the Equipment has not been accepted on a "trial" basis. Customer understands the importance of Owner/Lessor receiving this certification prior to Owner's/Lessor's payment for the Equipment and the commencement of the term of the Agreement.

This Delivery and Acceptance Certificate is executed as of this ____ day of ____, 20____.

Boone, City of DBA Boone Police Department

Customer

By: X

Signature

Name & Title of Signer

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between Access Systems Leasing ("we", "our") and Boone, City of DBA Boone Police Department ("Governmental Entity", "you", or "your"), which agreement is identified in our records as agreement number 1086533 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE		
(As Stated Above)	X	
	SIGNATURE	PRINT NAME & TITLE
		DATE
OUR SIGNATURE		
Access Systems Leasing		
	SIGNATURE	PRINT NAME & TITLE
		DATE



This document is to be completed by a purchaser whenever claiming exemption from sales/use tax. Seller: Keep this certificate in your files. Purchaser: Keep a copy of this certificate for your records. Do not send this to the Department of Revenue.

Purchaser Name, Address, City, State, Zip Code, General Nature of Business

Seller Name, Address, City, State, Zip Code

Purchaser is doing business as a:

- Retailer, Wholesaler, Farmer, Lessor, Manufacturer, Nonprofit Hospital, Private Nonprofit Educational Institution, Governmental Agency, Qualifying Residential Care Facility, Non-Profit Museum, Other

Purchaser is claiming exemption for the following reason:

- Resale, Leasing, Processing, Qualifying Farm Machinery/Equipment, Qualifying Industrial Machinery/Equipment, Qualifying Replacement Parts, Qualifying Computer, Pollution Control Equipment, Recycling Equipment, Research and Development Equipment, Direct Pay, Other

Description of Purchase: Attach additional information if necessary. Under penalty of perjury, I swear that the information on this form is true and correct.

Signature of Purchaser, Title, Date, 31-014 (1/00)

Exemption Certificate Instructions

This exemption certificate is to be completed by the purchaser claiming exemption from tax and given to the seller. The seller must retain this certificate as proof that exemption has been properly claimed.

Exemptions:

Resale: Any person in the business of selling who is purchasing items to resell may claim this exemption.

Processing: Exempt purchases for processing include tangible personal property which by means of fabrication, compounding, manufacturing or germination becomes an integral part of other tangible personal property ultimately sold at retail.

Leasing: Exemption is applicable only to property leased where the lessor is in the business of leasing, the lease is for more than five months, and the lease or rental receipts are subject to Iowa sales tax.

Qualifying Farm Machinery/Equipment: The farm machinery or equipment must be directly and primarily used in agricultural production; and must be:

- 1. a self-propelled implement such as a tractor, 2. a grain dryer (heater and blower only), 3. an implement customarily drawn or attached to a self-propelled implement in the performance of its function, such as a plow, 4. auxiliary equipment improving safety, maintenance and efficiency of items 1, 2, 3, 5. tangible personal property that does not become a part of real property used directly and primarily in dairy and livestock operations, 6. baling wire, twine, wrapping and other similar items used in agricultural, livestock or dairy production, 7. an essential replacement part for 1, 2, 3, 4, 5

Qualifying Industrial Machinery/Equipment: This machinery or equipment must be:

- used by a manufacturer, directly and primarily used in processing tangible personal property or certain other research activities, certain replacement parts for the above; this does not include supplies

Qualifying Computers:

- sold to commercial enterprise, insurance company, or financial institution, certain replacement parts; this does not include supplies

Direct Pay: Businesses and individuals who pay their taxes directly to the Department rather than to the seller must enter their Direct Pay permit number in the space provided.

Private Nonprofit Educational Institutions: Purchases made by private nonprofit educational institutions used for educational purposes are exempt. NOT EXEMPT from sales tax are purchases by most other private nonprofit organizations such as churches, fraternal organizations, etc., for use by those organizations.

STATEMENT OF COUNCIL PROCEEDINGS

September 21, 2015 7:00 p.m.

The City Council of Boone, Iowa, met in regular session in the City Hall Council Chambers on September 21, 2015, at 7:00 p.m. with Mayor Slight presiding. The following Council Members were present: Stevenson, Gillespie, Mallas, Hicks, Piklapp, Nystrom, and Ray. Absent: none.

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

Ray moved, Stevenson seconded to allow United Way to place campaign signs in the right-of-way. Ayes: Mallas, Hicks, Piklapp, Nystrom, Ray, Stevenson. Nays: none. Abstain: Gillespie.

Elmqvist presented the annual Fiscal Year 2015 Street Finance Report.

Nelson informed the Council that he has received a letter from the Fire Union to start union negotiations.

Mayor Slight asked if there were any questions or items to be removed from the consent agenda; no comments were made.

Mallas moved, Piklapp seconded to approve the following items on the consent agenda: 1) Minutes of previous meetings. 2) Bills payable. 3) Resolution 2359 approving Fiscal Year 2015 Street Finance Report. Ayes: Hicks, Piklapp, Nystrom, Ray, Stevenson, Gillespie, Mallas. Nays: none.

A & M Laundry Inc	Supplies	57.02
AFLAC	Payroll	15.75
AgSource Laboratories	Pool Test	47.50
Alliant Energy	Park Utilities	2,171.50
Alliant Energy	Airport Utilities	868.97
Alliant Energy	Utilities	55,480.48
Allstate Benefit Group	Payroll	214.10
Boone Fitness LLC	Payroll	32.09
Arnold Motor Supply	Parts	120.98
Bernie Lowe & Assoc Inc	411 Medical Claims	214.58
Bolton & Menk Inc	Engineering	5,579.60
Boone Ace Hardware	Supplies	103.53
Boone Bank & Trust Payroll	Payroll	612.50
Boone County Abstract	Lien Report	95.00
Ronald A Kruse	Airport Lawn Care	4,194.42
Boone County Recorder	Recording Fees	12.00
Boone County Treasurer	Repairs	684.42
Boone Day Breakers Kiwanis	Membership Dues	85.00
Boone Hardware	Supplies	5.98
Gatehouse Media Iowa	Publications	388.96
Brent Shaw	Reimbursement	19.00
CDS Global	Utility Outsourcing	2,433.82
CDS Global	Postage	2,035.14
Centurylink	Line Charges	576.22
Collection Services Center	Payroll	1,478.68
Cory Winger	Real Estate Purchase	9,000.00
Culligan Of Boone	Lab Water	63.10
	Reimbursement/Repair	
Connie Younger	s	2,655.51
Donald C Miller	Pest Control - Park	70.00
Dollar General	Supplies	25.25
Edward Jones	Payroll	100.00

Enterprise Electric Inc	Repairs	75.00
Mike Farley Wholesale Tire Co	Parts	540.00
First Class Signs/Tanner Mfg	Electric Sign Install	855.00
Foth Infrastructure	Engineering	4,000.00
Galls LLC	Clothing Allowance	29.00
Graymont Western Lime Inc	Lime	3,945.53
Hamilton Redi-Mix	Street Matching	3,771.50
Hawkins Water Treatment Group	Chemicals	786.00
HD Supply	Materials	7,120.33
Hull Plumbing And Heating	Repairs	41.00
Iowa Dept Natural Resources	Permits	350.00
Iowa One Call	Locates	188.20
Iowa Prison Industries	Signs	159.72
ICMA Retirement Trust 457	Payroll	859.49
Infomax Office Systems Inc	Printing Contract	611.95
Iowa Dept Of Revenue	Payroll	38.45
Iowace	Conference Registration	100.00
IPERS	Payroll	13,698.96
Internet Services United Networks	Internet	222.85
J & S Sales	Supplies	93.65
Kabel Business Services	Flex Card	18.00
Kallin Johnson Monument Co	Cemetery	500.00
Keystone Laboratories Inc	Lab Test	650.60
Kriz-Davis Company	Repairs	52.50
Kruck Plumbing & Heating	Repairs	3,716.20
KWBG	Contract	334.95
Kyle Kilstrom	Reimbursement	19.00
Martin Marietta Materials	Gravel	4,389.20
McCloud Plumbing Services	Repairs	133.00
Andrew Lynn McGill	Computer Services	1,000.00
MedTrak Services	411 Prescriptions	1,171.10
Mega Led Technology	Electronic Sign	15,322.00
Members 1st Comm Credit Union	Payroll	280.00
Mid-Iowa Solid Waste Equipment	Sewer Camera	584.06
Moody's Investors Services	Bond Rating	11,000.00
Municipal Fire & Police Retirement	Payroll	25,317.36
Municipal Supply Co	Repairs	960.50
Mutual Of Omaha	Payroll	268.43
Networkfleet Inc	Services	244.35
O'Reilly Automotive Stores	Parts	55.61
Orkin.Inc	Pest Control	64.00
Pershing LLC	Payroll	100.00
Portable Pro	Services	75.00
Power Plan	Parts	107.04
Presenta Plaque	Certificates	124.13
Pritchard Bros Plumbing	Repairs	771.30
Probuild North LLC	Repairs	41.32
Quick Oil Co	Propane	448.08
Ramaker & Associates Inc	CIMS Map/Aerial Photo	4,156.25
Schenck Process LLC	Lime Feeder	6,232.00
Snyder & Associates, Inc	Engineering	2,743.97
Snyder & Associates, Inc	Engineering	6,788.08
Speer Financial Inc	Bond Fees	14,276.35
Spring Green	Lawn Care	309.00
State Hygienic Laboratory	Lab Tests	787.00
State Of Iowa	Payroll	7,287.00
Stecker Concrete	Park Building Concrete	14,242.00
Sunstrom Miller Press	Pictures	12.00

Sysco Iowa	Pool Concessions	2,186.87
The Door & Fence Store	Repairs	4,105.00
Total Choice Shipping	Shipping	95.97
Transamerica	Payroll	50.00
Treasurer/State Of Iowa	Utility Sales Tax-August	14,380.00
Treasurer/State Of Iowa	Pool Sales Tax-August	534.00
Unity Manufacturing Co	Repairs	35.80
Van-Wall Equipment Inc	Parts	49.30
Verizon Wireless Services	Internet	320.12
Vision Bank	Payroll	268.85
Vision Bank	Payroll	36,498.39
Vision Bank Of Iowa	Credit Card Charges	422.17
Walters Sanitary Service	Services	525.02
Walters Sanitary Service	Services	592.68
Willco Inc	Parts	90.00
Winning Solutions Inc	Service	522.00
Edward Busing	Utility Deposit Refund	57.95
Alissa Baldwin	Utility Deposit Refund	16.64
Stephanie Smith	Utility Deposit Refund	49.99
Mary Veloz-Deleske	Utility Deposit Refund	125.00
Nathan Klein	Utility Deposit Refund	125.00
Quam Insurance	Utility Deposit Refund	125.00
Genesis Development	Utility Deposit Refund	30.00
Hordan Hinders	Utility Deposit Refund	14.02
Steven Saylor	Utility Deposit Refund	125.00
Pamela Mettetal	Utility Deposit Refund	98.37
Morgan Maughan	Utility Deposit Refund	30.08
Eric West	Utility Deposit Refund	98.19
Timothy Passet	Utility Deposit Refund	125.00
Sharon Sherwood	Utility Deposit Refund	107.95
Paid Total		313,313.47

FUND	RECEIPTS	DISBURSEMENTS
General	88,693.78	82,609.36
Special	102,193.01	630.68
Hotel/Motel	44,287.11	0.00
Road Use Tax	175,373.90	33,701.70
Debt Service	0.00	0.00
Water Utility	224,744.34	58,672.98
Sewer Utility	246,652.06	39,052.89
Family Resource Center	8,421.09	326.54
Capital Project	111,154.18	78,152.21
Storm Water Utility	17,249.44	2,586.43
Expendable Trust	6,404.33	16,177.00
Agency Account	2,483.84	1,403.68

Ray moved, Hicks seconded to approve the first reading of Ordinance 2222 revising parking regulations. Ayes: Pıklapp, Nystrom, Ray, Stevenson, Gillespie, Mallas, Hicks. Nays: none.

Mayor Slight presented pictures of 703 Marion Street and stated that municipal infraction charges have been filed against the resident.

Gillespie presented a picture of the Family Resource Center and stated that Dale Burma received one as an appreciation for the work he has done there and that one will be displayed at the City Hall.

Gillespie requested that the curb be fixed on the east side of the Police Department.

Larry Wolf addressed the Council in regards to the noise ordinance and a neighbor that has a loud party once a year.

Nick Reinhart, resident at 403 Marion Street, addressed the Council in regards to having to fix a dual service water line after having multiple issues of water in his basement since 2014 and questioned why he was not told previously. Nystrom requested to have the information be brought to the Utility Committee so they can take a better look at the situation.

There being no further business to come before the Council the meeting was adjourned at 7:25 p.m.

ATTEST:

Ondrea Elmquist Clerk/Finance Officer

John Slight, Mayor

RECORD OF COUNCIL APPROVED BILLS

GILLESPIE

October 5, 2015

<u>DATE</u>	<u>AMOUNT</u>
Airport Bills	
Library Bills	22,183.37
Park Bills	
Manuals/Util Bills/Misc Total	11,956.18
Voided checks	
Council Bills Total	161,850.73
Payroll 10/01/15	179,595.19
Payroll	
TOTAL EXPENDITURES	<u>\$ 375,585.47</u>

Signed By _____

Date _____

City of Boone - Open Claims

ABBOTT HOMES	LMI HOUSING ASSIST	5,000.00
ACCESS SYSTEMS LEASING	COPIER LEASE	88.00
AIRGAS USA LLC	CALIBRATION GAS	291.25
ALLIANT ENERGY	TRAFFIC LIGHTS	2,168.96
ALLIANT ENERGY	STREET LIGHTS	311.02
ALLIANT ENERGY	TRAFFIC LIGHTS	289.94
AMERICAN CONCRETE PRODUCTS INC	INTAKE REPAIR	448.00
ARLEN WILDEMAN	MILEAGE/MEALS REIMBURSEMENT	205.84
ARNOLD MOTOR SUPPLY	TOOL	6.29
ARNOLD MOTOR SUPPLY	BLOWER BELTS	205.20
ARNOLD MOTOR SUPPLY	CAR REPAIR	38.71
ARNOLD MOTOR SUPPLY	TOOLS	38.99
ARNOLD MOTOR SUPPLY	STEERING PARTS	181.06
ARNOLD MOTOR SUPPLY	SKEETER SPRAYER	6.42
ARNOLD MOTOR SUPPLY	CAR REPAIRS	3.16
ARNOLD MOTOR SUPPLY	CAR REPAIR	243.37
ARNOLD MOTOR SUPPLY	CREDIT FOR DEFECTIVE BATTERY	(188.51)
ARNOLD MOTOR SUPPLY	TIRE TOOL	6.39
ARNOLD MOTOR SUPPLY	GUIDE WHEEL BEARINGS/RACES	120.46
ARNOLD MOTOR SUPPLY	BRAKE CLEAN SHOP	29.88
ARNOLD MOTOR SUPPLY	FILTER FOR FALL SERVICE	1,650.25
ARNOLD MOTOR SUPPLY	UNIT 14	14.26
ARNOLD MOTOR SUPPLY	POLICE EXPEDITION	52.06
BENJAMIN MICHAEL CONRAD	FRC MOWING QTY 3	450.00
BLACKHAWK AUTOMATIC SPRINKLERS	FRC SPRINKLER TESTING	385.00
NICHOLAS S BOESEN	FRC LAWN CARE	150.00
BOONE ACE HARDWARE	REPAIR PARTS	6.48
BOONE ACE HARDWARE	LIGHT BULBS	24.99
BOONE ACE HARDWARE	HANG BANNER	9.38
BOONE ACE HARDWARE	BULBS	49.98
BOONE COUNTY ABSTRACT	301 9TH LIEN REPORT	95.00
BOONE COUNTY HOSPITAL	COUNTY EMS GRANT	5,861.04
BOONE DAY BREAKERS KIWANIS	DUES-ADAMS	85.00
BROWN SUPPLY CO	GASVET MATERIAL	25.00
BROWN SUPPLY CO	RR CROSSING & STORY ST	225.20
BROWN SUPPLY CO	HYDRANT MARKERS	276.00
BUSINESS & LEGAL REPORTS INC	SAFETY TRAINER UPDATES	519.95
CENTRAL IOWA DISTRIBUTING	BUILDING SUPPLIES	173.50
CENTURYLINK	PW FAX	43.97
CENTURYLINK	PD PHONE	49.97
CENTURYLINK	COUNTY EMS GRANT	120.00
CITY OF BOONE	COUNTY EMS GRANT	76.96
CITY OF BOONE	FRC UTILITIES	473.82
CITY OF MADRID	COUNTY EMS GRANT	1,280.00
CITY OF OGDEN	COUNTY EMS GRANT	1,280.00
COMPUTER PROJECTS OF IL	COMPUTER SERVICES	343.20

COMPUTER PROJECTS OF IL	COUNTY EMS GRANT	180.00
DATA TECHNOLOGIES, INCE	SUMMIT TRAINING	170.00
DATA TECHNOLOGIES, INCE	COUNTY EMS GRANT	150.00
DAVID MOZENA	MILEAGE REIMBURSEMENT	87.40
DIAMOND VOGEL PAINTS	RR CROSSING-STORY ST	64.95
ECOLAB INC	WW PEST CONTROL	88.49
ED ROEHR SAFETY PRODUCTS	POLICE SUPPLIES	120.74
TWO RIVERS INS CO INC	DENTAL/HEALTH PREMIUMS	90,855.15
FIRE SERVICE TRAINING BUREAU	ECKSTROM-NFA CREDIT	(25.00)
FIRE SERVICE TRAINING BUREAU	NFA CONF REG QTY 3	75.00
GALLS LLC	POWERS-CLOTHING ALLOWANCE	12.44
GALLS LLC	OLSEN-CLOTHING ALLOWANCE	239.00
GARDNER DENVER INC	FILTER SOLD TO 31725	107.44
GRAYMONT WESTERN LIME INC	LIME	3,922.29
HACH COMPANY	LAB CHEMICALS	419.60
HACH COMPANY	LAB CHEMICALS	112.96
HAMILTON REDI-MIX	STREET REPAIR	511.75
HAWKINS WATER TREATMENT GROUP	CHLORINE & PHOSPHATE	1,533.89
INFOBUNKER LLC	LINE OF SIGHT INTERNET	108.00
INTENSITEE INC	CITY LOGO QTY 4	79.52
IOWA EMPLOYMENT CONFERENCE	ELMQUIST-HR TRAINING	235.00
INTERNET SERVICES UNITED NTWKS	INTERNET SERVICE	85.95
INTERNET SERVICES UNITED NTWKS	INTERNET SERVICE	85.95
INTERNET SERVICES UNITED NTWKS	INTERNET SERVICE	50.95
INTERNET SERVICES UNITED NTWKS	UB OVERPAYMENT	21.59
JETCO INC	SCADA PROGRAMMING	2,300.00
JIM TODD	COUNTY EMS GRANT	560.00
JIMMY'S BARBEQUE PIT	RENTAL CODE WORKSESSION	128.40
KEYSTONE LABORATORIES INC	LAB TESTS	233.40
KRUCK PLUMBING & HEATING	HVAC SERVICE	670.00
KRUCK PLUMBING & HEATING	BACKFLOW INSPECTION	160.00
KRUCK PLUMBING & HEATING	DEHUMIDIFIER REPAIR	280.00
KRUCK PLUMBING & HEATING	AC REPAIR	521.84
KRUCK PLUMBING & HEATING	AC SERVICE	80.00
PAL INC	LYNCH-CLOTHING ALLOWANCE	51.36
LOUIS GRECO	COUNTY EMS GRANT	59.00
ROGER & JANE MARTIN	DIESEL/GAS	9,133.90
ANDREW LYNN MCGILL	COMPUTER CONTRACT	1,900.00
ANDREW LYNN MCGILL	PD CONTRACT/SPEAKERS	385.00
MEARDON, SUEPPEL, & DOWNER PLC	LEGAL SERVICES	300.00
MEDTRAK SERVICES	411 PERSCRIPTIONS	1,048.51
MERLYN HARRINGA	COUNTY EMS GRANT	150.00
MIDLAND POWER COOPERATIVE	SLUDGE BUNKER	25.36
MOFFITT'S INC	ALIGNMENT OF TRUCK 6	83.15
MOFFITT'S INC	POLICE #427	28.38
MOFFITT'S INC	UB OVERPAYMENT	75.37
MUTUAL OF OMAHA	ADMIN-LIFE/AD&D PREMIUM	251.93

NIKKEL & ASSOCIATES INC	HIGH SERVICE PUMP REPAIR	7,379.49
NIKKEL & ASSOCIATES INC	HIGH SERVICE PUMP TEST	1,718.75
O'HALLORAN INTERNATIONAL	ENGINE 63 ALTERNATOR	1,400.94
O'HALLORAN INTERNATIONAL	AIR BRAKE CHAMBERS/MIRROR BRAC	514.17
O'HALLORAN INTERNATIONAL	CREDIT-RETURN ITEM	(67.13)
ONDREA ELMQUIST	MILEAGE REIMBURSEMENT	128.23
PAT CLEMONS CHEVROLET	TAILGATE HINGES	70.00
PAT CLEMONS CHEVROLET	TAILGATE HINGE	11.85
PHYSIO-CONTROL INC	AED BATTERY	253.10
PITNEY BOWES	POSTAGE REFILL	1,300.00
PITNEY BOWES	QTRLY POSTAGE MACHINE	162.00
PRESENTA PLAQUE CORPORATION	PW PRINTER CONTRACT	35.00
REFLECTIONS	CAR REPAIRS	295.00
RICHARD AHRENS	2009 MEDICAL ASSOC	633.59
RIVER CITY SUPPLY LLC	FIRE PREVENTION MATERIALS	268.00
SCHENCK PROCESS LLC	LIME EQUIPMENT FREIGHT	144.50
SPRING GREEN	WATER TOWER LAWN CARE	70.05
SPRING GREEN	WATER TOWER LAWN CARE	154.50
ROGER & JANE MARTIN	TOBACCO LIC REFUND	56.25
TOM WALTERS COMPANY	GARBAGE PICK UP	60.00
TOM WALTERS COMPANY	WASTE REMOVAL	16.00
TRANS IOWA EQUIPMENT	HOSE PELICAN SWEEPER	253.35
TRANS IOWA EQUIPMENT	BROOM PELICAN SWEEPER	1,374.00
TRANS IOWA EQUIPMENT	REPAIRS TO STREET SWEEPER	41.48
VAN-WALL EQUIPMENT INC	MOWER DECK SPINDLES	405.52
VERIZON WIRELESS SERVICES LLC	CELL PHONE	1,448.40
WAL MART	INK CARTRIDGE QTY 4	63.88
WAL MART	PARADE CANDY	299.20
WAL MART	POOL CONCESSION SUPPLIES	161.50
WAL MART	HEADSET	14.96
WAL MART	LABELS	4.44
WAL MART	CEMETERY USB	12.97
WAL MART	PRINTER INK	87.88
WAL MART	WHITE BOARD SUPPLIES	11.81
WALTERS SANITARY SERVICE INC	FRC WASTE REMOVAL	175.54
WINDSTREAM	PHONE SERVICE	1,957.41
OPEN TOTAL		161,850.73

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
34 RICHARD AHRENS							
100515	1	112	10/06/2015	2009 MEDICAL ASSOC	590.00	112-930-6150	GROUP INSURANCE PAYMENTS
100515	2	112	10/06/2015	2015 AMBER PHARMACY	32.94	112-930-6150	GROUP INSURANCE PAYMENTS
100515	3	112	10/06/2015	2015 MEDICAL ASSOC	10.65	112-930-6150	GROUP INSURANCE PAYMENTS
				** TOTAL **	633.59	.00	633.59
				** VENDOR TOTAL **	633.59	.00	633.59
45 ALLIANT ENERGY							
100515	1	110	10/06/2015	TRAFFIC LIGHTS	118.31	110-240-6371	TRAFFIC UTILITIES
100515	2	110	10/06/2015	STREET LIGHTS	33.97	110-230-6371	STREET LIGHTING
100515	3	001	10/06/2015	SIRENS	53.11	001-620-6371	UTILITIES/SIRENS/CIVIL DF
100515	4	600	10/06/2015	WATER	87.57	600-811-6371	UTILITIES
100515	5	610	10/06/2015	SEWER	96.40	610-816-6371	UTILITIES
100515	6	730	10/06/2015	FAMILY RESOURCE CENTER	1779.60	730-899-6371	UTILITIES/FAMILY RESOURCE
				** TOTAL **	2168.96	.00	2168.96
10051501	1	110	10/06/2015	STREET LIGHTS	150.26	110-230-6371	STREET LIGHTING
10051501	2	610	10/06/2015	SEWER	160.76	610-816-6371	UTILITIES
				** TOTAL **	311.02	.00	311.02
10051502	1	110	10/06/2015	TRAFFIC LIGHTS	84.09	110-240-6371	TRAFFIC UTILITIES
10051502	2	110	10/06/2015	STREET LIGHTS	185.60	110-230-6371	STREET LIGHTING
10051502	3	001	10/06/2015	SIRENS	20.25	001-620-6371	UTILITIES/SIRENS/CIVIL DF
				** TOTAL **	289.94	.00	289.94
				** VENDOR TOTAL **	2769.92	.00	2769.92
56 AMERICAN CONCRETE PRODUCT							
1274448	1	610	10/06/2015	INTAKE REPAIR	448.00	610-817-6497	CMOM
				** VENDOR TOTAL **	448.00	.00	448.00
86 ARNOLD MOTOR SUPPLY							
8-28-2223	1	110	10/05/2015		6.29	110-210-6599	SUPPLIES
8-280117	1	600	10/05/2015	BLOWER BELTS	205.20	600-811-6350	REPAIRS
8-280472	1	001	10/05/2015	CAR REPAIR	38.71	001-110-6332	REPAIRS/CARS
8-280481	1	110	10/05/2015	TOOLS	38.99	110-210-6599	SUPPLIES
8-280941	1	110	10/05/2015	STEERING PARTS	181.06	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-281418	1	110	10/05/2015	SKEETER SPRAYER	6.42	110-210-6599	SUPPLIES
8-281460	1	001	10/05/2015	CAR REPAIRS	3.16	001-110-6332	REPAIRS/CARS
8-281745	1	001	10/05/2015	CAR REPAIR	243.37	001-110-6332	REPAIRS/CARS
8-281777	1	001	10/05/2015	CREDIT FOR DEFECTIVE BATTERY	188.51-	001-110-6332	REPAIRS/CARS

OPEN BILLS

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

				86 ARNOLD MOTOR SUPPLY			
8-282166	1	110	10/05/2015	TIRE TOOL	6.39	110-210-6599	SUPPLIES
8-282437	1	110	10/05/2015	GUIDE WHEEL BEARINGS/RACES	120.46	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-282442	1	110	10/05/2015	BRAKE CLEAN SHOP	29.88	110-210-6599	SUPPLIES
8-282468	1	110	10/05/2015	FILTER FOR FALL SERVICE	1650.25	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-282516	1	110	10/05/2015	UNIT 14	14.26	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-282627	1	001	10/05/2015	POLICE EXPEDITION	52.06	001-110-6332	REPAIRS/CARS
				** VENDOR TOTAL **	2407.99	.00	2407.99
				159 BOONE COUNTY ABSTRACT			
151305	1	316	10/06/2015	301 9TH LIEN REPORT	95.00	316-750-6797	LMI HOUSING PROJECT
				** VENDOR TOTAL **	95.00	.00	95.00
				167 BOONE COUNTY HOSPITAL			
100515	1	375	10/06/2015	COUNTY EMS GRANT	5861.04	375-750-6599	FIRE EMS GRANT REIMBURSEMENT
				** VENDOR TOTAL **	5861.04	.00	5861.04
				256 BROWN SUPPLY COMPANY			
61787	1	600	10/06/2015	GASVET MATERIAL	25.00	600-812-6599	SUPPLIES
61847	1	740	10/06/2015	RR CROSSING & STORY ST	225.20	740-865-6324	DRAINAGE IMPROVEMENTS
62058	1	600	10/06/2015	HYDRANT MARKERS	276.00	600-812-6599	SUPPLIES
				** VENDOR TOTAL **	526.20	.00	526.20
				312 CENTRAL IA DISTRIBUTING			
127070	1	600	10/06/2015	BUILDING SUPPLIES	173.50	600-811-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	173.50	.00	173.50
				450 DATA TECHNOLOGIES INC			
100515	1	001	10/06/2015	ELMQUIST/HELLER SUMMIT TRAIN	42.50	001-620-6240	TRAVEL/CONFERENCE EXPENSE
100515	2	600	10/06/2015	ELMQUIST/HELLER SUMMIT TRAIN	42.50	600-810-6240	TRAVEL/CONFERENCE EXPENSE
100515	3	610	10/06/2015	ELMQUIST/HELLER SUMMIT TRAIN	42.50	610-815-6240	TRAVEL/CONF ADMIN
100515	4	110	10/06/2015	ELMQUIST/HELLER SUMMIT TRAIN	42.50	110-211-6240	TRAVEL/CONFERENCE EXPENSE
				** TOTAL **	170.00	.00	170.00
				** VENDOR TOTAL **	170.00	.00	170.00
				479 CITY OF BOONE			
100515	1	375	10/06/2015	COUNTY EMS GRANT	76.96	375-750-6599	FIRE EMS GRANT REIMBURSEMENT
10051501	1	730	10/06/2015	FRC UTILITIES	473.82	730-899-6371	UTILITIES/FAMILY RESOURCE

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

479 CITY OF BOONE							
				** VENDOR TOTAL **	550.78	.00	550.78
203197354	1	110	10/06/2015	487 DIAMOND VOGEL PAINTS RR CROSSING-STORY ST	64.95	110-210-6509	SIGNS/POSTS/SIGNALS
				** VENDOR TOTAL **	64.95	.00	64.95
6446512	1	610	10/06/2015	540 ECOLAB PEST ELIMINATION WW PEST CONTROL	88.49	610-816-6495	SERVICE/PEST CONTROL
				** VENDOR TOTAL **	88.49	.00	88.49
3778016	1	600	10/06/2015	595 HAWKINS WATER TREATMENT G CHLORINE & PHOSPHATE	1533.89	600-811-6501	CHEMICALS
				** VENDOR TOTAL **	1533.89	.00	1533.89
000130	1	001	10/06/2015	608 FIRE SERVICE TRAINING BUR ECKSTROM-NFA CREDIT	25.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
00082	1	001	10/06/2015	ECKSTROM/KAUTZA/LOVIG NFA CO	75.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
				** VENDOR TOTAL **	50.00	.00	50.00
004033543	1	001	10/06/2015	645 GALLS INC POWERS-CLOTHING ALLOWANCE	12.44	001-110-6181	CLOTHING ALLOWANCE
004053266	1	001	10/06/2015	OLSEN-CLOTHING ALLOWANCE	239.00	001-110-6181	CLOTHING ALLOWANCE
				** VENDOR TOTAL **	251.44	.00	251.44
513635	1	600	10/06/2015	702 HACH COMPANY LAB CHEMICALS	419.60	600-811-6501	CHEMICALS
9519430	1	600	10/06/2015	LAB CHEMICALS	112.96	600-811-6501	CHEMICALS
				** VENDOR TOTAL **	532.56	.00	532.56
063597	1	600	10/06/2015	876 INTENSITEE INC CITY LOGO QTY 4	79.52	600-811-6181	CLOTHING ALLOWANCE
				** VENDOR TOTAL **	79.52	.00	79.52
1Y07812	1	610	10/06/2015	1022 KEYSTONE LABORATORIES INC LAB TESTS	233.40	610-816-6490	LAB TESTS
				** VENDOR TOTAL **	233.40	.00	233.40
BF1111	1	600	10/06/2015	1049 KRUCK PLUMBING & HEATING HVAC SERVICE	670.00	600-811-6504	EQUIPMENT

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

1049 KRUCK PLUMBING & HEATING							
BF1114	1	610	10/06/2015	BACKFLOW INSPECTION	160.00	610-816-6350	REPAIRS
BF1144	1	600	10/06/2015	DEHUMIDIFIER REPAIR	280.00	600-811-6350	REPAIRS
BF1165	1	610	10/06/2015	AC REPAIR	521.84	610-816-6350	REPAIRS
BF1178	1	600	10/06/2015	AC SERVICE	80.00	600-811-6350	REPAIRS
** VENDOR TOTAL **					1711.84	.00	1711.84
1112 LINDY'S							
19556	1	001	10/06/2015	LYNCH-CLOTHING ALLOWANCE	51.36	001-110-6181	CLOTHING ALLOWANCE
** VENDOR TOTAL **					51.36	.00	51.36
1168 MARTIN OIL							
41332	1	110	10/06/2015	PUBLIC WORKS-DIESEL/GAS	2892.13	110-210-6331	GAS & OIL
41332	2	600	10/06/2015	WATER TREATMENT-DIESEL/GAS	221.18	600-811-6331	GAS AND OIL
41332	3	600	10/06/2015	WATER TREATMENT-DIESEL/GAS	500.17	600-812-6331	GAS & OIL
41332	4	001	10/06/2015	BULDING-DIESEL/GAS	45.83	001-170-6331	GAS & OIL
41332	5	001	10/06/2015	ADMIN-DIESEL/GAS	49.03	001-620-6240	TRAVEL/CONFERENCE EXPENSE
41332	6	001	10/06/2015	PARK-DIESEL/GAS	1083.39	001-430-6331	GAS & OIL
41332	7	001	10/06/2015	CEMETERY-DIESEL/GAS	663.02	001-450-6331	GAS & OIL
41332	8	001	10/06/2015	POLICE-DIESEL/GAS	2200.07	001-110-6331	GAS & OIL
41332	9	001	10/06/2015	FIRE-DIESEL/GAS	764.26	001-150-6331	GAS & OIL
41332	10	610	10/06/2015	WW-DIESEL/GAS	487.16	610-817-6331	GAS AND OIL
41332	11	610	10/06/2015	WW-DIESEL/GAS	227.66	610-816-6331	GAS/OIL
** TOTAL **					9133.90	.00	9133.90
** VENDOR TOTAL **					9133.90	.00	9133.90
1194 MCGILL COMPUTER SERVICES							
2015-61	1	001	10/06/2015	SERVER PARTS	225.00	001-620-6419	COMPUTER UPDATE/TRAINING
2015-61	2	600	10/06/2015	SERVER PARTS	225.00	600-810-6419	COMPUTER UPDATE
2015-61	3	610	10/06/2015	SERVER PARTS	225.00	610-815-6419	COMPUTER UPDATE
2015-61	4	110	10/06/2015	SERVER PARTS	225.00	110-211-6599	COMPUTER UPDATES
2015-61	5	001	10/06/2015	COMPUTER CONTRACT	250.00	001-620-6419	COMPUTER UPDATE/TRAINING
2015-61	6	600	10/06/2015	COMPUTER CONTRACT	250.00	600-810-6419	COMPUTER UPDATE
2015-61	7	610	10/06/2015	COMPUTER CONTRACT	250.00	610-815-6419	COMPUTER UPDATE
2015-61	8	110	10/06/2015	COMPUTER CONTRACT	250.00	110-211-6599	COMPUTER UPDATES
** TOTAL **					1900.00	.00	1900.00
2015-62	1	001	10/06/2015	PD CONTRACT/SPEAKERS	385.00	001-110-6419	SERVICES & COMPUTER SUPPORT
** VENDOR TOTAL **					2285.00	.00	2285.00
1209 PHYSIO-CONTROL INC							
116036847	1	001	10/06/2015	AED BATTERY	253.10	001-110-6599	POLICE EQUIP/SUPPLIES
** VENDOR TOTAL **					253.10	.00	253.10
1234 MIDLAND POWER COOPERATIVE							

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
100515	1	610	10/06/2015	1234 MIDLAND POWER COOPERATIVE SLUDGE BUNKER	25.36	610-816-6379	LANDFILL/SLUDGE
				** VENDOR TOTAL **	25.36	.00	25.36
265352	1	110	10/05/2015	1279 MOFFITTS INC ALIGNMENT OF TRUCK 6	83.15	110-210-6350	REPAIRS-EQUIP/MECHANIC
59026	1	001	10/05/2015	POLICE #427	28.38	001-110-6332	REPAIRS/CARS
				** VENDOR TOTAL **	111.53	.00	111.53
100515	1	610	10/06/2015	1295 DAVID MOZENA MILEAGE REIMBURSEMENT	87.40	610-816-6240	TRAVEL/CONFERENCE EXPENSE
				** VENDOR TOTAL **	87.40	.00	87.40
40552	1	600	10/06/2015	1333 NIKKEL & ASSOCIATES INC HIGH SERVICE PUMP REPAIR	7379.49	600-811-6350	REPAIRS
40553	1	600	10/06/2015	HIGH SERVICE PUMP TEST	1718.75	600-811-6350	REPAIRS
				** VENDOR TOTAL **	9098.24	.00	9098.24
100515	1	375	10/06/2015	1354 CITY OF OGDEN COUNTY EMS GRANT	1280.00	375-750-6599	FIRE EMS GRANT REIMBURSEMENT
				** VENDOR TOTAL **	1280.00	.00	1280.00
100210177	1	001	10/06/2015	1356 O'HALLORAN INTERNATIONAL ENGINE 63 ALTERNATOR	1400.94	001-150-6332	REPAIRS
100211146	1	110	10/06/2015	AIR BRAKE CHAMBERS/MIRROR BR	514.17	110-210-6350	REPAIRS-EQUIP/MECHANIC
100211228	1	110	10/06/2015	CREDIT-RETURN ITEM	67.13-	110-210-6350	REPAIRS-EQUIP/MECHANIC
				** VENDOR TOTAL **	1847.98	.00	1847.98
334502	1	110	10/06/2015	1379 PAT CLEMONS CHEVROLET TAILGATE HINGES	70.00	110-210-6350	REPAIRS-EQUIP/MECHANIC
334504	1	110	10/06/2015	TAILGATE HINGE	11.85	110-210-6350	REPAIRS-EQUIP/MECHANIC
				** VENDOR TOTAL **	81.85	.00	81.85
100515	1	001	10/06/2015	1418 PITNEY BOWES POSTAGE REFILL	193.92	001-110-6508	POSTAGE
100515	2	001	10/06/2015	POSTAGE REFILL	13.00	001-240-6508	POSTAGE
100515	3	001	10/06/2015	POSTAGE REFILL	2.54	001-150-6508	POSTAGE
100515	4	001	10/06/2015	POSTAGE REFILL	164.38	001-170-6508	POSTAGE
100515	5	001	10/06/2015	POSTAGE REFILL	51.47	001-620-6508	POSTAGE
100515	6	110	10/06/2015	POSTAGE REFILL	104.00	110-211-6508	POSTAGE

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
1418 PITNEY BOWES							
100515	7	600	10/06/2015	POSTAGE REFILL	236.09	600-810-6508	POSTAGE
100515	8	610	10/06/2015	POSTAGE REFILL	245.70	610-815-6508	POSTAGE
100515	9	001	10/06/2015	POSTAGE REFILL	13.00	001-450-6508	POSTAGE
100515	10	001	10/06/2015	POSTAGE REFILL	15.89	001-280-6508	POSTAGE
100515	11	001	10/06/2015	POSTAGE REFILL	65.00	001-430-6508	POSTAGE
100515	12	001	10/06/2015	POSTAGE REFILL	13.00	001-435-6508	POSTAGE
100515	13	001	10/06/2015	POSTAGE REFILL	182.01	001-410-6508	POSTAGE
** TOTAL **					1300.00	.00	1300.00
1438 PRESENTA PLAQUE CORP							
10051501	1	001	10/06/2015	QTRLY POSTAGE MACHINE	12.96	001-110-6508	POSTAGE
10051501	2	001	10/06/2015	QTRLY POSTAGE MACHINE	3.24	001-240-6508	POSTAGE
10051501	3	001	10/06/2015	QTRLY POSTAGE MACHINE	6.48	001-150-6508	POSTAGE
10051501	4	001	10/06/2015	QTRLY POSTAGE MACHINE	4.86	001-170-6508	POSTAGE
10051501	5	001	10/06/2015	QTRLY POSTAGE MACHINE	19.44	001-620-6508	POSTAGE
10051501	6	110	10/06/2015	QTRLY POSTAGE MACHINE	24.30	110-211-6508	POSTAGE
10051501	7	600	10/06/2015	QTRLY POSTAGE MACHINE	29.16	600-810-6508	POSTAGE
10051501	8	610	10/06/2015	QTRLY POSTAGE MACHINE	29.16	610-815-6508	POSTAGE
10051501	9	001	10/06/2015	QTRLY POSTAGE MACHINE	3.24	001-450-6508	POSTAGE
10051501	10	001	10/06/2015	QTRLY POSTAGE MACHINE	3.24	001-280-6508	POSTAGE
10051501	11	001	10/06/2015	QTRLY POSTAGE MACHINE	6.48	001-430-6508	POSTAGE
10051501	12	001	10/06/2015	QTRLY POSTAGE MACHINE	3.24	001-435-6508	POSTAGE
10051501	13	001	10/06/2015	QTRLY POSTAGE MACHINE	16.20	001-410-6508	POSTAGE
** TOTAL **					162.00	.00	162.00
** VENDOR TOTAL **					1462.00	.00	1462.00
1454 CENTURYLINK							
1360404	1	110	10/06/2015	PW PRINTER CONTRACT	35.00	110-210-6371	UTILITIES
** VENDOR TOTAL **					35.00	.00	35.00
1764 TRANS IA EQUIPMENT							
100515	1	110	10/06/2015	PW FAX	43.97	110-211-6373	TELEPHONE
10051501	1	001	10/06/2015	PD PHONE	49.97	001-110-6373	TELEPHONE
** VENDOR TOTAL **					93.94	.00	93.94
1817 VAN WALL EQUIPMENT INC							
I7151500	1	110	10/05/2015	HOSE PELICAN SWEEPER	253.35	110-210-6350	REPAIRS-EQUIP/MECHANIC
I7151532	1	110	10/05/2015	BROOM PELICAN SWEEPER	1374.00	110-210-6350	REPAIRS-EQUIP/MECHANIC
I7151550	1	110	10/05/2015	REPAIRS TO STREET SWEEPER	41.48	110-210-6350	REPAIRS-EQUIP/MECHANIC
** VENDOR TOTAL **					1668.83	.00	1668.83
1822 VERIZON WIRELESS							
131029	1	110	10/05/2015	MOWER DECK SPINDLES	405.52	110-210-6350	REPAIRS-EQUIP/MECHANIC
** VENDOR TOTAL **					405.52	.00	405.52

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

1822 VERIZON WIRELESS							
9752025230	1	001	10/05/2015	CELL PHONE	98.05	001-170-6373	TELEPHONE
9752025230	2	600	10/05/2015	CELL PHONE	16.35	600-811-6373	TELEPHONE
9752025230	3	610	10/05/2015	CELL PHONE	16.35	610-816-6373	TELEPHONE
9752025230	4	001	10/05/2015	CELL PHONE	402.78	001-110-6373	TELEPHONE
9752025230	5	001	10/05/2015	CELL PHONE	168.13	001-620-6373	TELEPHONE
9752025230	6	001	10/05/2015	CELL PHONE	136.60	001-150-6373	TELEPHONE,RADIO REPAIR
9752025230	7	600	10/05/2015	CELL PHONE	32.08	600-811-6373	TELEPHONE
9752025230	8	001	10/05/2015	CELL PHONE	65.39	001-430-6373	TELEPHONE
9752025230	9	610	10/05/2015	CELL PHONE	72.11	610-816-6373	TELEPHONE
9752025230	10	110	10/05/2015	CELL PHONE	367.00	110-211-6373	TELEPHONE
9752025230	11	001	10/05/2015	CELL PHONE	73.56	001-410-6373	TELEPHONE
** TOTAL **					1448.40	.00	1448.40
** VENDOR TOTAL **					1448.40	.00	1448.40
1846 WAL MART STORE #01-1389							
1716	1	001	10/05/2015	INK CARTRIDGE QTY 4	63.88	001-450-6506	OFFICE SUPPLIES
1894	1	168	10/05/2015	PARADE CANDY	299.20	168-150-6499	FIRE TRUST ACCOUNT
2028	1	001	10/05/2015	POOL CONCESSION SUPPLIES	161.50	001-435-6503	POOL CONCESSION SUPPLIES
2519	1	001	10/05/2015	HEADSET	14.96	001-620-6506	SUPPLIES/OFFICE
3781	1	001	10/05/2015	LABELS	4.44	001-620-6506	SUPPLIES/OFFICE
4335	1	001	10/05/2015	CEMETERY USB	12.97	001-450-6506	OFFICE SUPPLIES
4486	1	610	10/05/2015	PRINTER INK	87.88	610-817-6599	SUPPLIES
8421	1	001	10/05/2015	WHITE BOARD SUPPLIES	11.81	001-620-6506	SUPPLIES/OFFICE
** VENDOR TOTAL **					656.64	.00	656.64
1847 TOM WALTERS COMPANY							
381144	1	110	10/05/2015	GARBAGE PICK UP	60.00	110-210-6371	UTILITIES
381323	1	001	10/05/2015	WASTE REMOVAL	16.00	001-110-6399	BUILDING MAINT/REPAIR
** VENDOR TOTAL **					76.00	.00	76.00
1848 WALTERS SANITARY SERVICE							
59K00252	1	730	10/05/2015	FRC WASTE REMOVAL	175.54	730-899-6371	UTILITIES/FAMILY RESOURCE
** VENDOR TOTAL **					175.54	.00	175.54
1890 ARLEN WILDEMAN							
100515	1	600	10/05/2015	MILEAGE REIMBURSEMENT	182.85	600-811-6240	TRAVEL/CONFERENCE EXPENSE
100515	2	600	10/05/2015	MEALS REIMBURSEMENT	22.99	600-811-6240	TRAVEL/CONFERENCE EXPENSE
** TOTAL **					205.84	.00	205.84
** VENDOR TOTAL **					205.84	.00	205.84

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
16018	1	730	10/06/2015	1987 BOESEN CARE LAWN SERVICE FRC LAWN CARE	150.00	730-899-6499	SERVICES
				** VENDOR TOTAL **	150.00	.00	150.00
100515	1	001	10/06/2015	1988 ONDREA ELMQUIST MILEAGE REIMBURSEMENT	128.23	001-620-6240	TRAVEL/CONFERENCE EXPENSE
				** VENDOR TOTAL **	128.23	.00	128.23
10181	1	001	10/05/2015	1994 REFLECTIONS CAR REPAIRS	295.00	001-110-6332	REPAIRS/CARS
				** VENDOR TOTAL **	295.00	.00	295.00
100515	1	375	10/06/2015	2006 LOUIS GRECO COUNTY EMS GRANT	59.00	375-750-6599	FIRE EMS GRANT REIMBURSEMENT
				** VENDOR TOTAL **	59.00	.00	59.00
270600	1	600	10/05/2015	2090 SPRING GREEN WATER TOWER LAWN CARE	70.05	600-811-6310	BUILDING & GROUNDS
270602	1	600	10/05/2015	WATER TOWER LAWN CARE	154.50	600-811-6310	BUILDING & GROUNDS
				** VENDOR TOTAL **	224.55	.00	224.55
229746	1	001	10/06/2015	2160 ISUNET INTERNET SERVICE	85.95	001-430-6373	TELEPHONE
229747	1	001	10/06/2015	INTERNET SERVICE	85.95	001-450-6373	TELEPHONE
229754	1	610	10/06/2015	INTERNET SERVICE	50.95	610-816-6373	TELEPHONE
				** VENDOR TOTAL **	222.85	.00	222.85
16688631	1	001	10/06/2015	2252 BUSINESS & LEGAL REPORTS POLICE-SAFETY TRAINER UPDATE	52.00	001-110-6240	TRAVEL/CONF/TRAINING EXP
16688631	2	001	10/06/2015	FIRE-SAFETY TRAINER UPDATES	52.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
16688631	3	001	10/06/2015	BUILDING-SAFETY TRAINER UPDA	52.00	001-170-6240	TRAVEL/CONFERENCE EXPENSE
16688631	4	001	10/06/2015	PARK-SAFETY TRAINER UPDATE	52.00	001-430-6240	TRAVEL/CONFERENCE EXPENSE
16688631	5	001	10/06/2015	CEMETERY-SAFETY TRAINER UPDA	51.99	001-450-6240	TRAVEL/CONFERENCE
16688631	6	001	10/06/2015	ADMINN-SAFETY TRAINER UPDATE	51.99	001-620-6240	TRAVEL/CONFERENCE EXPENSE
16688631	7	110	10/06/2015	PUBLIC WORKS-SAFETY TRAINER	51.99	110-211-6240	TRAVEL/CONFERENCE EXPENSE
16688631	8	600	10/06/2015	WATER-SAFETY TRAINER UPDATE	51.99	600-811-6240	TRAVEL/CONFERENCE EXPENSE
16688631	9	610	10/06/2015	SEWER-SAFETY TRAINER UPDATE	51.99	610-816-6240	TRAVEL/CONFERENCE EXPENSE
16688631	10	001	10/06/2015	LIBRARY-SAFETY TRAINER UPDAT	52.00	001-410-6240	TRAVEL/CONFERENCE/EXPENSE
				** TOTAL **	519.95	.00	519.95
				** VENDOR TOTAL **	519.95	.00	519.95

2275 MEARDON SUEPPEL & DOWNER

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
147296	1	001	10/06/2015	2275 MEARDON SUEPPEL & DOWNER LEGAL SERVICES	300.00	001-110-6411	LEGAL FEES/POLICE
				** VENDOR TOTAL **	300.00	.00	300.00
100515	1	375	10/06/2015	2305 CITY OF MADRID COUNTY EMS GRANT	1280.00	375-750-6599	FIRE EMS GRANT REIMBURSEMENT
				** VENDOR TOTAL **	1280.00	.00	1280.00
100515	1	375	10/05/2015	2376 JIM TODD COUNTY EMS GRANT	560.00	375-750-6599	FIRE EMS GRANT REIMBURSEMENT
				** VENDOR TOTAL **	560.00	.00	560.00
100515	1	375	10/06/2015	2377 MERLYN HARRINGA COUNTY EMS GRANT	150.00	375-750-6599	FIRE EMS GRANT REIMBURSEMENT
				** VENDOR TOTAL **	150.00	.00	150.00
84483	1	730	10/06/2015	2650 BLACKHAWK AUTOMATIC SPRIN FRC SPRINKLER TESTING	385.00	730-899-6499	SERVICES
				** VENDOR TOTAL **	385.00	.00	385.00
93482551	1	600	10/06/2015	2678 GARDNER DENVER INC FILTER SOLD TO 31725	107.44	600-811-6504	EQUIPMENT
				** VENDOR TOTAL **	107.44	.00	107.44
37704/2	1	610	10/06/2015	2706 BOONE ACE HARDWARE REPAIR PARTS	6.48	610-816-6350	REPAIRS
37744/2	1	001	10/06/2015	LIGHT BULBS	24.99	001-620-6506	SUPPLIES/OFFICE
37804/2	1	110	10/06/2015	HANG BANNER	9.38	110-210-6509	SIGNS/POSTS/SIGNALS
37909/2	1	600	10/06/2015	BULBS	49.98	600-811-6310	BUILDING & GROUNDS
				** VENDOR TOTAL **	90.83	.00	90.83
100515	1	001	10/06/2015	2887 BOONE DAY BREAKERS KIWANI DUES-ADAMS	85.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
				** VENDOR TOTAL **	85.00	.00	85.00
24049	1	110	10/06/2015	3069 HAMILTON REDI-MIX STREET REPAIR	511.75	110-210-6399	REPAIRS-STREET
				** VENDOR TOTAL **	511.75	.00	511.75

3167 BEN CONRAD

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
				3167 BEN CONRAD			
100515	1	730	10/06/2015	FRC MOWING QTY 3	450.00	730-899-6499	SERVICES
				** VENDOR TOTAL **	450.00	.00	450.00
				3168 COMPUTER PROJECTS OF IL			
1509105ME	1	001	10/06/2015	COMPUTER SERVICES	343.20	001-110-6419	SERVICES & COMPUTER SUPPORT
				** VENDOR TOTAL **	343.20	.00	343.20
				3214 ACCESS SYSTEMS LEASING			
17586419	1	001	10/06/2015	COPIER LEASE	88.00	001-170-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	88.00	.00	88.00
				3233 JETCO INC			
12325	1	600	10/06/2015	SCADA PROGRAMMING	2300.00	600-811-6419	SCADA UPDATES
				** VENDOR TOTAL **	2300.00	.00	2300.00
				3244 RIVER CITY SUPPLY LLC			
092315-B	1	001	10/05/2015	FIRE PREVENTION MATERIALS	268.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
				** VENDOR TOTAL **	268.00	.00	268.00
				3258 ED ROEHR SAFETY PRODUCTS			
436055	1	001	10/06/2015	POLICE SUPPLIES	120.74	001-110-6599	POLICE EQUIP/SUPPLIES
				** VENDOR TOTAL **	120.74	.00	120.74
				3283 WINDSTREAM			
100515	1	001	10/05/2015	PHONE SERVICE	139.48	001-620-6373	TELEPHONE
100515	2	600	10/05/2015	PHONE SERVICE	139.48	600-811-6373	TELEPHONE
100515	3	610	10/05/2015	PHONE SERVICE	139.48	610-816-6373	TELEPHONE
100515	4	110	10/05/2015	PHONE SERVICE	139.48	110-211-6373	TELEPHONE
100515	5	001	10/05/2015	PHONE SERVICE	38.02	001-170-6373	TELEPHONE
100515	6	001	10/05/2015	PHONE SERVICE	38.54	001-450-6373	TELEPHONE
100515	7	001	10/05/2015	PHONE SERVICE	126.72	001-150-6373	TELEPHONE, RADIO REPAIR
100515	8	001	10/05/2015	PHONE SERVICE	196.15	001-410-6373	TELEPHONE
100515	9	001	10/05/2015	PHONE SERVICE	74.69	001-430-6373	TELEPHONE
100515	10	001	10/05/2015	PHONE SERVICE	333.66	001-110-6373	TELEPHONE
100515	11	001	10/05/2015	PHONE SERVICE	36.17	001-435-6373	TELEPHONE
100515	12	110	10/05/2015	PHONE SERVICE	164.18	110-211-6373	TELEPHONE
100515	13	610	10/05/2015	PHONE SERVICE	216.28	610-816-6373	TELEPHONE
100515	14	600	10/05/2015	PHONE SERVICE	140.89	600-811-6373	TELEPHONE
100515	15	001	10/05/2015	PHONE SERVICE	8.55	001-620-6373	TELEPHONE
100515	16	600	10/05/2015	PHONE SERVICE	8.55	600-811-6373	TELEPHONE
100515	17	610	10/05/2015	PHONE SERVICE	8.55	610-816-6373	TELEPHONE
100515	18	110	10/05/2015	PHONE SERVICE	8.54	110-211-6373	TELEPHONE
				** TOTAL **	1957.41	.00	1957.41
				** VENDOR TOTAL **	1957.41	.00	1957.41

3345 EMPLOYEE BENEFITS SYSTEMS

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

3345 EMPLOYEE BENEFITS SYSTEMS							
100515	1	113	10/06/2015	ADMIN-DENTAL PREMIUM	242.37	113-620-6151	DENTAL PAYMENTS
100515	2	113	10/06/2015	BUILDING-DENTAL PREMIUM	139.78	113-170-6151	DENTAL INSURANCE/BLDG OFFL
100515	3	113	10/06/2015	RUT-DENTAL PREMIUM	831.92	113-210-6151	DENTAL INSURANCE/RUT
100515	4	113	10/06/2015	POLICE-DENTAL PREMIUM	1768.91	113-110-6151	DENTAL INSURANCE/POLICE
100515	5	113	10/06/2015	FIRE-DENTAL PREMIUMS	668.57	113-150-6151	DENTAL INSURANCE/FIRE
100515	6	113	10/06/2015	PARK-DENTAL PREMIUMS	139.78	113-430-6151	DENTAL INSURANCE/PARKS
100515	7	113	10/06/2015	CEMETERY-DENTAL PREMIUMS	174.75	113-450-6151	DENTAL INSURANCE/CEMETERY
100515	8	600	10/06/2015	WATER-DENTAL PREMIUMS	242.37	600-810-6151	DENTAL INSURANCE/WATER
100515	9	610	10/06/2015	SEWER-DENTAL PREMIUMS	237.37	610-815-6151	DENTAL INSURANCE/SEWER
100515	10	113	10/06/2015	LIBRARY-DENTAL PREMIUMS	375.29	113-410-6151	DENTAL INSURANCE/LIBRARY
100515	11	112	10/06/2015	RETIREEES-DENTAL PREMIUMS	100.27	112-930-6150	GROUP INSURANCE PAYMENTS
100515	12	112	10/06/2015	ADMIN-HEALTH PREMIUMS	4810.02	112-620-6150	INSURANCE/ADMINISTRATION
100515	13	112	10/06/2015	BUILDING-HEALTH PREMIUMS	2266.26	112-170-6150	GROUP INSURANCE/BLDG OFF
100515	14	112	10/06/2015	ROAD USE-HEALTH PREMIUMS	17363.68	112-210-6150	GROUP INSURANCE/RUT
100515	15	112	10/06/2015	FIRD-HEALTH PREMIUMS	10288.05	112-150-6150	GROUP INSURANCE/FIRE
100515	16	112	10/06/2015	PARK-HEALTH PREMIUMS	3206.68	112-430-6150	GROUP INSURANCE/PARK
100515	17	112	10/06/2015	POLICE-HEALTH PREMIUMS	25882.60	112-110-6150	GROUP INSURANCE/POLICE
100515	18	600	10/06/2015	WATER-HEALTH PREMIUMS	5611.69	600-810-6150	GROUP INSURANCE/WATER
100515	19	610	10/06/2015	SEWER-HEALTH PREMIUMS	4671.27	610-815-6150	GROUP INSURANCE/SEWER
100515	20	112	10/06/2015	RETIREEES-HEALTH PREMIUMS	4255.02	112-930-6150	GROUP INSURANCE PAYMENTS
100515	21	112	10/06/2015	LIBRARY-HEALTH PREMIUMS	4644.88	112-410-6150	GROUP INSURANCE/LIBRARY
100515	22	112	10/06/2015	CEMETERY-HEALTH PREMIUMS	2933.62	112-450-6150	GROUP INSURANCE/CEMETERY
				** TOTAL **	90855.15	.00	90855.15
				** VENDOR TOTAL **	90855.15	.00	90855.15
3423 GRAYMONT CAPITAL INC							
61135	1	600	10/06/2015	LIME	3922.29	600-811-6501	CHEMICALS
				** VENDOR TOTAL **	3922.29	.00	3922.29
3476 MUTUAL OF OMAHA							
427472432	1	113	10/06/2015	ADMIN-LIFE/AD&D PREMIUM	20.65	113-620-6151	DENTAL PAYMENTS
427472432	2	113	10/06/2015	BUILDING-LIFE/AD&D PREMIUM	8.26	113-170-6151	DENTAL INSURANCE/BLDG OFFL
427472432	3	113	10/06/2015	RUT-LIFE/AD&D PREMIUM	45.43	113-210-6151	DENTAL INSURANCE/RUT
427472432	4	113	10/06/2015	POLICE-LIFE/AD&D PREMIUM	78.47	113-110-6151	DENTAL INSURANCE/POLICE
427472432	5	113	10/06/2015	FIRE-LIFE/AD&D PREMIUM	33.04	113-150-6151	DENTAL INSURANCE/FIRE
427472432	6	113	10/06/2015	PARK-LIFE/AD&D PREMIUM	12.39	113-430-6151	DENTAL INSURANCE/PARKS
427472432	7	113	10/06/2015	CEMETERY-LIFE/AD&D PREMIUM	4.13	113-450-6151	DENTAL INSURANCE/CEMETERY
427472432	8	600	10/06/2015	WATER-LIFE/AD&D PREMIUM	12.39	600-810-6151	DENTAL INSURANCE/WATER
427472432	9	610	10/06/2015	SEWER-LIFE/AD&D PREMIUM	12.39	610-815-6151	DENTAL INSURANCE/SEWER
427472432	10	113	10/06/2015	LIBRARY-LIFE/AD&D PREMIUM	24.78	113-410-6151	DENTAL INSURANCE/LIBRARY
				** TOTAL **	251.93	.00	251.93
				** VENDOR TOTAL **	251.93	.00	251.93
3497 JIMMY'S BARBEQUE PIT							
6619-28	1	001	10/06/2015	RENTAL CODE WORKSESSION	128.40	001-620-6230	TRAINING/GOAL SETTING
				** VENDOR TOTAL **	128.40	.00	128.40

3568 THE SHORT STOP

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
				3568 THE SHORT STOP			
100515	1	001	10/05/2015	TOBACCO LIC REFUND	56.25	001-620-6498	REFUNDS
				** VENDOR TOTAL **	56.25	.00	56.25
				3650 INFOBUNKER LLC			
100515	1	001	10/06/2015	CITY HALL-LINE OF SIGHT INTE	14.00	001-620-6373	TELEPHONE
100515	2	001	10/06/2015	AIRPORT-LINE OF SIGHT INTERN	4.00	001-280-6371	UTILITIES
100515	3	730	10/06/2015	FRC-LINE OF SIGHT INTERNET	9.00	730-899-6371	UTILITIES/FAMILY RESOURCE
100515	4	001	10/06/2015	LIBRARY-LINE OF SIGHT INTERN	64.00	001-410-6499	COMPUTERS/TECHNOLOGY
100515	5	610	10/06/2015	WASTE WATER-LINE OF SIGHT IN	4.00	610-816-6373	TELEPHONE
100515	6	110	10/06/2015	PUBLIC WORKS-LINE OF SIGHT I	4.00	110-211-6373	TELEPHONE
100515	7	001	10/06/2015	POLICE-LINE OF SIGHT INTERNE	9.00	001-110-6373	TELEPHONE
				** TOTAL **	108.00	.00	108.00
				** VENDOR TOTAL **	108.00	.00	108.00
				3705 MEDTRAK SERVICES			
187133	1	112	10/06/2015	411 PERSCRIPTIONS	1048.51	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	1048.51	.00	1048.51
				3713 SCHENCK PROCESS LLC			
1160223110	1	370	10/05/2015	LIME EQUIPMENT FREIGHT	144.50	370-750-6781	LIME FEEDER
				** VENDOR TOTAL **	144.50	.00	144.50
				3717 AIRGAS USA LLC			
9042739898	1	001	10/06/2015	CALIBRATION GAS	291.25	001-150-6504	EQUIPMENT
				** VENDOR TOTAL **	291.25	.00	291.25
				3718 ABBOTT HOMES			
100515	1	126	10/06/2015	LMI HOUSING ASSIST	5000.00	126-520-6490	LMI DEVELOPMENT PROJECTS
				** VENDOR TOTAL **	5000.00	.00	5000.00
				3719 IOWA EMPLOYMENT CONF			
100515	1	001	10/06/2015	ELMQUIST-HR TRAINING	235.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE
				** VENDOR TOTAL **	235.00	.00	235.00
				2096 JERRY ABBOTT			
100515	1	600	10/06/2015	UB OVERPAYMENT	10.79	600-810-6599	MISCELLANEOUS
100515	2	610	10/06/2015	UB OVERPAYMENT	10.80	610-815-6599	MISC REFUNDS/NSF FEE
				** TOTAL **	21.59	.00	21.59
				** VENDOR TOTAL **	21.59	.00	21.59
				2097 CRISTA COOPER			
100515	1	375	10/06/2015	COUNTY EMS GRANT	180.00	375-750-6599	FIRE EMS GRANT REIMBURSEMENT
				** VENDOR TOTAL **	180.00	.00	180.00

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
				2099 MORGAN MAUGHAN			
100515	1	600	10/06/2015	UB OVERPAYMENT	37.69	600-810-6599	MISCELLANEOUS
100515	2	610	10/06/2015	UB OVERPAYMENT	37.68	610-815-6599	MISC REFUNDS/NSF FEE
				** TOTAL **	75.37	.00	75.37
				** VENDOR TOTAL **	75.37	.00	75.37
				2100 DAVE POSTMA			
100515	1	375	10/06/2015	COUNTY EMS GRANT	150.00	375-750-6599	FIRE EMS GRANT REIMBURSEMENT
				** VENDOR TOTAL **	150.00	.00	150.00
				2101 CHRIS SWANK			
100515	1	375	10/05/2015	COUNTY EMS GRANT	120.00	375-750-6599	FIRE EMS GRANT REIMBURSEMENT
				** VENDOR TOTAL **	120.00	.00	120.00
				** GRAND TOTAL **	161850.73	.00	161850.73

City of Boone - Paid Bills

Library

Park

Library

ALLIANT ENERGY	UTILITIES-LIBRARY	5,359.72	186136
ALLIANT ENERGY	UTILITIES-LIBRARY	136.59	186136
AMAZON.COM	LIBRARY MATERIALS	-0.02	186138
AMAZON.COM	LIBRARY MATERIALS	15.48	186138
AMAZON.COM	LIBRARY MATERIALS	12.98	186138
AMAZON.COM	LIBRARY MATERIALS	-0.03	186138
AMAZON.COM	LIBRARY MATERIALS	-4.80	186138
AMAZON.COM	LIBRARY MATERIALS	19.45	186138
AMAZON.COM	LIBRARY MATERIALS	14.93	186138
AMAZON.COM	LIBRARY MATERIALS	10.79	186138
AMAZON.COM	LIBRARY SUPPLIES	74.02	186138
AMAZON.COM	OFFICE SUPPLIES	7.50	186138
AMAZON.COM	LIBRARY MATERIALS	54.59	186138
AMAZON.COM	LIBRARY MATERIALS	10.00	186138
AMAZON.COM	LIBRARY MATERIALS	50.28	186138
AMAZON.COM	LIBRARY MATERIALS	9.26	186138
AMAZON.COM	LIBRARY MATERIALS	40.77	186138
AMAZON.COM	JANITORIAL SUPPLIES	346.32	186138
AMAZON.COM	LIBRARY MATERIALS	14.96	186138
AMAZON.COM	JANITORIAL SUPPLIES	27.91	186138
AMAZON.COM	LIBRARY MATERIALS	59.76	186138
AMAZON.COM	LIBRARY MATERIALS	-4.92	186138
AMAZON.COM	OFFICE SUPPLIES	16.95	186138
AMAZON.COM	LIBRARY MATERIALS	6.99	186138
AVESIS	VISION-MARTIN	25.82	186213
BOONE COUNTY TREASURER	1004 STORY TAXES	328	186165
BOONE HARDWARE	PUSHBROOM	29.98	186139
BOONE HARDWARE	PUSHBROOM	38.00	186139
BOONE HARDWARE	PAINT	11.99	186139
BOONE HARDWARE	MISC HARDWARE	24.26	186139
BOONE HARDWARE	TOOLS	7.49	186139
BOONE HARDWARE	FLAG POLE	24.95	186139
BOONE HARDWARE	BULDING REPAIRS	29.96	186139
BOONE HARDWARE	POOL SLIDE WAX	13.98	186139
BROWN ELECTRIC	FIRE ALARM PANEL BATTERY	120.6	186140
CENTER POINT PUBLISHING	LIBRARY MATERIALS	43.50	186141
CENTER POINT PUBLISHING	LIBRARY MATERIALS	550.62	186141
CHANGE	LIBRARY POSTAGE	263.15	186142
CHASE	BUILDING REPAIRS	867.65	186143
DARWIN BACKOUS	BUILDING MAINTENANCE	1,170.00	186144
DEMCO	BABY BAGS	145.64	186145
DEMCO	LIBRARY SUPPLIES	137.71	186145
ECOLAB INC	PEST CONTROL	80	186146
GALE	LIBRARY MATERIALS	60.78	186147
GALE	LIBRARY MATERIALS	92.77	186147
IOWA INSURANCE DIVISION	509A ANNUAL FEE	100	186166

Library

INGRAM BOOK COMPANY	LIBRARY MATERIALS	33.99	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	30.99	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	38.48	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.97	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	26.10	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	7.59	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	21.99	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	58.00	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.77	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	5.39	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	4.79	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	35.15	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	4.79	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	-23.99	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.95	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	8.60	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.15	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.92	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	41.37	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	68.95	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	46.74	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	105.74	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.19	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	31.04	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.35	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.65	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.09	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.93	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	27.49	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	29.88	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	41.23	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	77.00	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	23.32	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	100.54	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	352.31	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	70.10	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	69.59	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	5.99	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.99	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.35	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	28.73	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.50	186155

Library

INGRAM BOOK COMPANY	LIBRARY MATERIALS	100.01	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.40	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	20.68	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	20.67	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.65	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	49.42	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	33.60	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	173.77	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	49.88	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.75	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	37.99	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	158.55	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.52	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.08	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.50	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	82.26	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	92.12	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.67	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	17.40	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	61.48	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	48.27	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	8.62	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.08	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.09	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	357.35	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	123.17	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	52.48	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	8.62	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.52	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	133.00	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	43.11	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	8.63	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	35.32	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	41.19	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.53	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.20	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.94	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.77	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.50	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.80	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.19	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	69.09	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	11.49	186155
INGRAM BOOK COMPANY	LIBRARY MATERIALS	75.42	186155
JIM ROBBINS PC	LEGAL SERVICES	5,700.00	186214
JOHN ROUSE	CAR ALLOWANCE	250	186215

JOHN SLIGHT	CAR ALLOWANCE	150	186216
LUKE NELSON	CAR ALLOWANCE	300	186217
MOLLY OLINGER TOPF	REACH OUT AND READ IOWA	1,194.50	186156
OCLC ONLINE COMPUTER LIBRARY	CATALOG SUBSCRIPTION	577.33	186157
QUALITY ONE	CUSTODIAL SERVICE	1,825.00	186158
QUILL CORPORATION	OFFICE SUPPLIES	241.11	186159
QUILL CORPORATION	JANITORIAL SUPPLIES	89.39	186159
QUILL CORPORATION	JANITORIAL SUPPLIES	9.57	186159
RECORDED BOOKS INC	LIBRARY MATERIALS	15.9	186160
RESEARCH TECHNOLOGY INT	LIBRARY SUPPLIES	51.55	186161
ROY MARTIN	CONTRACT SERVICES	1,550.00	186218
STOREY KENWORTHY	OFFICE COFFEE SUPPLIES	162.46	186162
TWIN RIVERS ENGINEERING	LIBRARY BOILER	4,079.63	186163
VISION BANK	NSF PARK SHELTER PAVILION	60	92515000
WALTERS SANITARY SERVICE INC	LIBRARY WASTE REMOVAL	59.62	186164
WAYNE SCHWARTZ	CAR ALLOWANCE	250	186219
REPORT TOTAL		30,897.19	

Library

Library
Park

Library

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

100115	09/29/2015	2818 AVESIS				
1		VISION-MARTIN	25.82	112-930-6150	GROUP INSURANCE PAYMENTS	112
		INVOICE TOTAL	25.82			
		VENDOR TOTAL	25.82			
100115	09/29/2015	1166 ROY MARTIN				
1		CONTRACT SERVICES	775.00	600-811-6492	CONTRACT SERVICES	600
2		CONTRACT SERVICES	775.00	610-816-6492	CONTRACT SERVICES	610
		INVOICE TOTAL	1,550.00			
		VENDOR TOTAL	1,550.00			
10015	09/29/2015	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			
100115	09/29/2015	2327 JOHN SLIGHT				
1		CAR ALLOWANCE	150.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE	001
		INVOICE TOTAL	150.00			
		VENDOR TOTAL	150.00			
100115	09/29/2015	3562 WAYNE SCHWARTZ				
1		CAR ALLOWANCE	62.50	001-620-6407	ENGINEERING FEES/CITY	001
2		CAR ALLOWANCE	62.50	110-211-6407	ENGINEERING	110
3		CAR ALLOWANCE	62.50	600-810-6407	WATER GENERAL ENGINEERING	600
4		CAR ALLOWANCE	62.50	610-815-6407	GENERAL ENGINEERING	610
		INVOICE TOTAL	250.00			
		VENDOR TOTAL	250.00			
100115	09/29/2015	2910 JOHN ROUSE				
1		CAR ALLOWANCE	83.33	110-211-6240	TRAVEL/CONFERENCE EXPENSE	110

1st Checks

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DISTID
<hr/>						
100115	2910 09/29/2015	JOHN ROUSE				
2		CAR ALLOWANCE	83.33	600-812-6240	TRAVEL/CONFERENCE EXPENSE	600
3		CAR ALLOWANCE	83.34	610-817-6240	TRAVEL/CONFERENCE EXPENSE	610
		INVOICE TOTAL	250.00			
		VENDOR TOTAL	250.00			
100115	2865 09/29/2015	LUKE NELSON				
1		CAR ALLOWANCE	100.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE	001
2		CAR ALLOWANCE	50.00	600-810-6240	TRAVEL/CONFERENCE EXPENSE	600
3		CAR ALLOWANCE	50.00	610-815-6240	TRAVEL/CONF ADMIN	610
4		CAR ALLOWANCE	100.00	110-211-6240	TRAVEL/CONFERENCE EXPENSE	110
		INVOICE TOTAL	300.00			
		VENDOR TOTAL	300.00			
100115	2482 09/29/2015	WILLIAM SKARE				
1		CAR ALLOWANCE	250.00	001-110-6240	TRAVEL/CONF/TRAINING EXP	001
		INVOICE TOTAL	250.00			
		VENDOR TOTAL	250.00			
		GRAND TOTAL	8,475.82			

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DISTID
092915 1	09/29/2015	181 BOONE COUNTY TREASURER 1004 STORY TAXES INVOICE TOTAL	328.00 328.00	307-750-6750	DEMOLITION	307
		VENDOR TOTAL	328.00			
092915 1	09/29/2015	825 IOWA INSURANCE DIVISION 509A ANNUAL FEE INVOICE TOTAL	100.00 100.00	112-930-6150	GROUP INSURANCE PAYMENTS	112
		VENDOR TOTAL	100.00			
		GRAND TOTAL	428.00			

Manual Checks

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

092915	2819 09/29/2015	KABEL BUSINESS SERVICES				
1		PAYROLL FLEX DEDUCTION	656.58	001-050-2149	FLEX PLAN MANUAL CHECK # 90115001	9/01 0149
2		PAYROLL FLEX DEDUCTION	149.92	110-050-2149	FLEX PLAN MANUAL CHECK # 90115001	9/01 1149
3		PAYROLL FLEX DEDUCTION	353.41	600-050-2149	FLEX PLAN MANUAL CHECK # 90115001	9/01 6049
4		PAYROLL FLEX DEDUCTION	110.08	610-050-2149	FLEX PLAN MANUAL CHECK # 90115001	9/01 6149
5		PAYROLL FLEX DEDUCTION	77.49	740-050-2149	FLEX PLAN MANUAL CHECK # 90115001	9/01 7449
		INVOICE TOTAL	1,347.48			
091515	09/29/2015					
1		PAYROLL FLEX DEDUCTION	656.58	001-050-2149	FLEX PLAN MANUAL CHECK # 91515001	9/15 0149
2		PAYROLL FLEX DEDUCTION	149.92	110-050-2149	FLEX PLAN MANUAL CHECK # 91515001	9/15 1149
3		PAYROLL FLEX DEDUCTION	353.41	600-050-2149	FLEX PLAN MANUAL CHECK # 91515001	9/15 6049
4		PAYROLL FLEX DEDUCTION	110.08	610-050-2149	FLEX PLAN MANUAL CHECK # 91515001	9/15 6149
5		PAYROLL FLEX DEDUCTION	77.49	740-050-2149	FLEX PLAN MANUAL CHECK # 91515001	9/15 7449
		INVOICE TOTAL	1,347.48			
201503824	09/29/2015					
1		FLEX ADMIN FEES	11.85	112-620-6150	INSURANCE/ADMINISTRATION MANUAL CHECK # 90115002	9/01 112
2		FLEX ADMIN FEES	7.90	112-110-6150	GROUP INSURANCE/POLICE MANUAL CHECK # 90115002	9/01 112
3		FLEX ADMIN FEES	3.95	112-410-6150	GROUP INSURANCE/LIBRARY MANUAL CHECK # 90115002	9/01 112
4		FLEX ADMIN FEES	11.85	112-150-6150	GROUP INSURANCE/FIRE MANUAL CHECK # 90115002	9/01 112
5		FLEX ADMIN FEES	7.90	600-810-6150	GROUP INSURANCE/WATER MANUAL CHECK # 90115002	9/01 600
6		FLEX ADMIN FEES	3.95	112-430-6150	GROUP INSURANCE/PARK MANUAL CHECK # 90115002	9/01 112
		INVOICE TOTAL	47.40			
		VENDOR TOTAL	2,742.36			
092515	365 09/29/2015	VISION BANK				
1		NSF PARK SHELTER PAVILION	60.00	001-430-6599	SUPPLIES MANUAL CHECK # 92515000	9/25 001
		INVOICE TOTAL	60.00			
		VENDOR TOTAL	60.00			

Manual Checks

INVOICE # LINE	DUE DATE	REFERENCE	NET	GL ACCOUNT #	GL ACCOUNT NAME	DISTID
092515	09/29/2015	365 VISION BANK				
090815	09/29/2015	114 BANKERS TRUST				
1		2015 BOND FEE	250.00	397-750-6899	BOND REGISTRATION FEES MANUAL CHECK # 9815000 9/08	397
		INVOICE TOTAL	250.00			
		VENDOR TOTAL	250.00			
		GRAND TOTAL	3,052.36			
		MANUAL CHCKS	3,052.36			

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. 2222

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 Parking Regulations as it pertains to Harrison Street from Sixth Street to Seventh Street and on Carroll Street from Fourth Street to Fifth Street.

Section 2. Chapter 69, Section 69.14 is hereby amended by deleting the current paragraph 10 and replacing it with the following paragraph:

Paragraph 10 – On both sides of Harrison Street from Fifth Street to Seventh Street between 7:00 a.m. and 4:00 p.m., on days school is in session.

Section 3. Chapter 69, Section 69.13 is hereby amended by changing the following paragraph:

By deleting the current Paragraph 2(Y) and replacing it with the following paragraph:

Carroll Street from Fifth Street to Sixth Street and from Seventh Street to Ninth Street.

Section 4. Chapter 69, Section 69.08 is hereby amended by changing the following:

By deleting the current Paragraph 12 and replacing it with the following paragraph:

On the east side of Carroll Street from Fifth Street to First Street.

Section 5. Chapter 69, Section 69.07 is hereby amended by adding the following:

4 (DD) One space on the west side of Fremont Street immediately north of the entrance to the Boone County Department of Human Services Building.

Section 6. Repealer Clause. All ordinances in conflict herewith are repealed.

They are: None

Section 7. 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 8. 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