

City Council Meeting Notice

Governing Body: City Council of Boone, Iowa

Date of Meeting: May 02, 2016

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. Present Tiny House Concept. (5th Grade EXCEL Class)
 - B. Set a Public Hearing for May 16, 2016 at 7:00 PM to Consider the Rezoning of the Property at 415 Marshall St. from R-3 to C-2 Zoned District.
 - C. Set a Public Hearing for May 16, 2016 at 7:00 PM to Consider the Proposed Plans, Specifications, and Forms of Contract for the Public Works Building Project to be Located at 706 Cedar St.
 - D. Set a Public Hearing for May 16, 2016 at 7:00 PM to Consider the Sale of Lot Seven in Block Thirty Six in Hornstein's First Addition.
 - E. Set a Public Hearing for May 16, 2016 at 7:00 PM to Consider Proposed Budget Amendments.
 - F. Set a Public Hearing for May 16, 2016 at 7:00 PM to Consider the Vacation of the Following Public Right of Ways:
 1. Coal Road, from the North Line of W 8th St to the South Line of 1120 Coal Road.
 2. Harrison St, from the North Line of 18th St to the South Line of Parcel #088426212282001.
 3. The East/West Alley lying between 303 Webster and 321 Webster St.
 4. The South Half of the North/South Alley between 203 Marion and 815 W 2nd St.
 5. The North/South Alley lying between 927 Harrison and 222 10th St.
 6. The South Half of the North/South Alley lying between 1115 College and 105 S Main.
 7. The North/South Alley lying between 219 9th St and 229 9th St.
 8. The North/South Alley lying between 1014 w 2nd St and 1010 W 2nd St.
4. REPORTS OF STANDING COMMITTEES
 - A. POLICY, ADMINISTRATION & EMPLOYEE RELATIONS COMMITTEE – Ray, Chm.
 - B. PUBLIC SAFETY AND TRANSPORTATION COMMITTEE - Ray, Chm.
 - C. UTILITY COMMITTEE – Nystrom, Chm.
 - D. ECONOMIC DEVELOPMENT COMMITTEE – Piklapp, Chm.
5. DEPARTMENT REPORTS
 - A. BUILDING OFFICIAL – Ed 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**
- G. DIRECTOR OF PUBLIC SAFETY – Bill Skare**
- H. CITY ADMINISTRATOR – Luke Nelson**

- 1. Update of Administrator Activities (Nelson)*
- 2. Update from the Landfill Advisory Committee (Nelson)*
- 3. UPRR Update (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 – National Speedways of Iowa*
 - c. Transfer – none*
- 2. Cigarette/Tobacco Permit –*

D. RESOLUTIONS

E. BOARD AND COMMISSION APPOINTMENTS

F. OTHER

7. ORDINANCES

A. First Reading 2226 – Amending Chapter 155 Linwood Park Cemetery.

B. First Reading 2227 – Adopting Chapter 171 Rental Code.

8. MAYOR’S COMMENTS

9. COUNCILMEMBER’S COMMENTS

10. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

11. MOTION TO ADJOURN

**REAL ESTATE CONTRACT
(SHORT FORM)
THE IOWA STATE BAR ASSOCIATION
Official Form No. 143
Recorder's Cover Sheet**

Preparer Information: (name, address and phone number)

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

Taxpayer Information: (name and complete address)

Bobbi Jo Johnson PO Box 412, Boone, IA 50036

Return Document To: (name and complete address)

Jim P. Robbins, 1001 W Mamie Eisenhower, Boone, IA 50036

Grantors:

City of Boone, Iowa

Grantees:

Bobbi Jo Johnson

Legal Description: See Page 2

Document or instrument number of previously recorded documents: ***Document Number
TE***

**REAL ESTATE CONTRACT
(SHORT FORM)**

IT IS AGREED between **City of Boone, Iowa** ("Seller"); and **Bobbi Jo Johnson** ("Buyer").

Seller agree to sell and Buyer agrees to buy real estate in Boone County, Iowa, described as:

Lot Seven (7) in Block Thirty-six (36) in Hornstein's First Addition to City of Boone, Boone County, Iowa.

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways; and d. (consider: liens; mineral rights; other easements; interest of others.) (the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is Five Thousand Two Hundred and 0/100 Dollars (\$5,200.00) of which one thousand Dollars (\$1,000.00) will be paid on June 15, 2016. . Buyer shall pay the balance to Seller at City of Boone, Iowa or as directed by Sellers, as follows:

The remaining balance, including interest is due and payable on June 15, 2018.

2. **INTEREST.** Buyer shall pay interest from June 15, 2016 on the unpaid balance, at the rate of six percent per annum, payable in full at time of final payment. Buyer shall also pay interest at the rate of ten percent per annum on all delinquent amounts and any sum reasonably advanced by Seller to protect their interest in this contract, computed from the date of the delinquency or advance.

3. **REAL ESTATE TAXES.** Seller shall pay any unpaid real estate taxes payable before September 30, 1916. Buyer shall pay all subsequent real estate taxes.

4. **SPECIAL ASSESSMENTS.** Seller shall pay all special assessments which are a lien on the Real Estate as of the date of this contract. All other special assessments shall be paid by Buyer.

5. **POSSESSION CLOSING.** Seller shall give Buyer possession of the Real Estate no earlier than June 15, 2016 or at a later date when the demolition is completed, provided Buyer is not in default under this contract. Closing shall be on June 15, 2016 or whenever approved by the Boone City Council.

6. **ABSTRACT AND TITLE.** The City of Boone, Iowa will not provide an Abstract to Bobbi Jo Johnson concerning the above-described property. Any abstracting shall be done at Buyer's cost.

7. **CARE OF PROPERTY.** Buyer understands that the Seller will be demolishing the residence located on the property and will have that accomplished by June 30, 2016.

8. **DEED.** Upon payment of purchase price, Seller shall convey the Real Estate to Buyer

or her assignees, by Quit Claim Deed. It will be the sole responsibility of Buyer to take care of any merchantable title issues that may exist with this property.

9. REMEDIES OF THE PARTIES. a. If Buyer (a) fails to make the payments aforesaid, or any part thereof, as same become due; or (b) fails to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fails to keep the property insured; or (d) fails to keep it in reasonable repair as herein required; or (e) fails to perform any of the agreements as herein made or required; then Seller, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyer shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Seller as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyer, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyer fails to timely perform this contract, Seller, at it's option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyer only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Seller, in such action files an election to waive any deficiency judgment against Buyer which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyer, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Seller in such action files an election to waive any deficiency judgment against Buyer or their successor in interest in such action. If the redemption period is so reduced, Buyer or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyer shall

be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyer shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Seller as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyer, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Seller fails to timely perform their obligations under this contract, Buyer shall have the right to terminate this contract and have all payments made returned to them.

d. Buyer and Seller are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

10. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

11. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

12. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

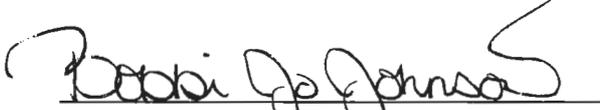
13. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

14. ADDITIONAL PROVISIONS. Buyer may prepay any amount on this contract and cannot assign this contract unless the contract is paid in full.

Dated: _____

City of Boone, Iowa, Seller
by John Slight, as Mayor, of the City of Boone, Iowa

City of Boone, Iowa, Seller
by Luke Nelson, as City Administrator, of the City of Boone, Iowa


Bobbi Jo Johnson, Buyer

STATE OF IOWA, COUNTY OF BOONE

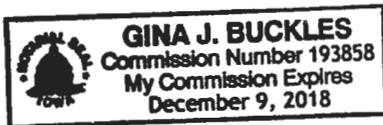
This record was acknowledged before me on _____, by John Slight, as Mayor, of City of Boone, Iowa and Luke Nelson, as City Administrator, of the City of Boone, Iowa.

Signature of Notary Public

STATE OF IOWA, COUNTY OF BOONE

This record was acknowledged before me on April 26, 2016, by Bobbi Jo Johnson.


Signature of Notary Public

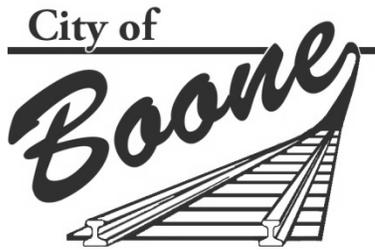


FY 2015 City of Boone
Proposed Budget Amendments - Expenditures

Account	Increase By	Original Budget Amount	New Proposed Budget	Reason	Pre-Approved By Council
Capital Projects					
397-750-6310	62,000.00	203,000.00	265,000.00	Library Water Heater replacement, increase in engineering and requirements to meet code	11/16/2015
374-750-6489	47,336.00	50,000.00	97,336.00	BDIF Grants (\$30,000 for Chamber and \$17,336 for final projects)	
316-750-6797	12,650.00	0.00	12,650.00	301 9th Street Demolition	
348-280-6497	100,000.00	200,000.00	300,000.00	Airport Apron Phase IV, expenses covered by grant/LOST	
363-750-6419	100,000.00	0.00	100,000.00	SCADA Project covered by bond	
367-750-6762	17,500.00	0.00	17,500.00	S Marshall covered by Grant	
372-750-6798	350,000.00	150,000.00	500,000.00	Airport Joint Sealing Project covered by Grant/LOST	
376-210-6761	75,000.00	225,000.00	300,000.00	Marion Street Construction	
Total	764,486.00				
Police					
121-110-6504	17,000.00	40,000.00	57,000.00	Sealing PD Floor	yes
167-110-6599	8,800.00	7,000.00	15,800.00	Purchase investigation tool (Cellbrite)	
167-110-6499	25,000.00	10,000.00	35,000.00	Firearm simulator/firearms	yes
Total	50,800.00				
Road Use					
110-210-6399	150,000.00	30,000.00	180,000.00	Street Repairs, expenses covered by tax increase	
Total	150,000.00				
Hotel Motel					
003-520-6448	0.00	10,000.00		Central Iowa Expo	yes
Library					
169-410-6599	15,000.00	15,000.00	30,000.00	Increase in donations/expenditures	
Total Culture and Rec	15,000.00				
Transfers					
125-910-6910	259,100.00	824,282.00	1,083,382.00	Trf to LMI TIF for easier tracking	
121-910-6910	68,411.00	733,046.00	864,989.90	2015 Street Maintenance LOST fund transfer to Marion St	
121-910-6910	51,589.00		SEE ABOVE	2015 Street Maintenance LOST fund transfer to W. Maime	
121-910-6910	11,943.90		SEE ABOVE	Trf to 990 to close out old Prj Account	
307-910-6910	19,400.00	0.00	19,400.00	1003 Story Demo transfer to 352	
328-910-6910	41,133.25	0.00	61,397.39	INI Sanitary Sewer 314 transfer to close account	
328-910-6910	20,264.14		SEE ABOVE	Close out 363 SCADA Proj	
355-910-6910	47,287.64	0.00	47,287.64	Transfer to 323 to close Lift Station Project	
336-910-6910	11,856.84	0.00	11,856.84	Move funds to 348 to close Runway project	
345-910-6910	329.20	0.00	329.20	Trf to 367 Close out S Marshall Reconstruction	
332-910-6910	10,848.56	0.00	10,848.56	Trf to 367 Close out S Marshall Reconstruction	
333-910-6910	285,723.04	0.00	285,723.04	Trf to 367 Close out S Marshall Reconstruction	
345-910-6910	25,000.00	0.00	25,000.00	Trf to 399 to close out Capital Project Fund	
Total Transfer Out	852,886.57				

FY 2015 City of Boone
Proposed Budget Amendments- Revenue

Account	Increase By	Original Budget Amount	New Proposed Budget Amount	Reason
Transfers				
126-910-4830	259,100.00	0.00	259,100.00	TIF transfer from Regular TIF to LMI TIF for easier tracking
376-910-4830	68,411.00	0.00	68,411.00	2015 LOST Transfer
331-910-4830	51,589.00	0.00	51,589.00	2015 LOST Transfer
352-910-4830	19,400.00	0.00	19,400.00	1003 Story Demo transfer from 307
314-910-4830	41,133.25	0.00	41,133.25	INI Sanitary Sewer transfer from 328 to close account
323-910-4830	47,287.64	0.00	47,287.64	Transfer from 355 to close Lift Station Project
348-910-4830	11,856.84	0.00	11,856.84	Trf from 336 to close out project
363-910-4830	20,264.14	0.00	20,264.14	Close out SCADA Prj. Trf from 328
367-910-4830	296,900.80	0.00	296,900.80	Trf from 333 2008 Bond Proceeds
399-910-4830	25,000.00	0.00	25,000.00	Trf from 345 2008 Bond to close out Account
990-910-4830	11,943.90	0	11,943.90	Trf from 121 to close out account
Total Transfer In	852,886.57			
Library				
169-410-4465	15,000.00	15,000.00	30,000.00	Increase in donations/expenditures
Road Use Tax				
110-210-4430	274,600.00	1,225,400.00	1,500,000.00	Increase in Renue from tax increase



POLICY & ADMINISTRATION

Meeting Notice

Governing Body: P&A Committee

Date of Meeting: April 18, 2016

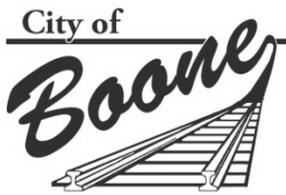
Time of Meeting: 6:30 P.M.

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

1. Full-filling a Vacancy within the Central Business Office. (Elmquist)

Elmquist requested to fill a vacancy in the Central Business Office with a full-time Deputy Clerk. Elmquist stated that the reasoning behind the position and the title is to allow for backup for herself and for the individual to get certified as a Clerk and possibly a finance Officer.

Piklapp moved, Mallas seconded to recommend the hiring of a full-time Deputy City Clerk.



City of Boone, Iowa – 923 8th Street

To: Mayor, City Council
From: Luke Nelson, City Administrator
CC: none
Date: 2/23/2016
Subject: **Administrator Report**

1. City future/Vision (Staff training and proceed to Council Visioning)
2. Nitrate Levels in the Des Moines River – Finalizing Permit with DNR
3. Farmer's Market
4. GIS – Joint Project with Boone County – Corrected Base Maps
5. Residential Development – Continuing to meet with developers
6. UPRR/DOT Discussion of Highway 17 Overpass
7. UPRR Improvements at Greene/Story/Carroll Crossings
8. Rental Policies Moving Forward – we expect a July 1 rollout of the ordinance
9. Smoke Testing to Resolve I&I
10. Letter Sent to DNR Requesting Extension for Disinfection System at WWP – we have not heard back. They say it is due to the fact that our Integrated Plan will become the boiler-plate for others.
11. Demolition Update – Document from Salati
12. Economic Development Update – Gravel drive for Eastgate
13. Freedom Rock – Being placed at the Courthouse – delivered in April/May
14. Chamber Building
15. UPRR – Discussions of annexation and UPRR changes of operations
16. Airport – Mowing RFP
17. Family Resource Center
18. Cemetery/CIMS – Finalizing Maps
19. Boone Area Humane Society – Waiting for contract from BAHS
20. Ash Tree Removals – EAB
21. Another possible infill project
22. 2 BDIF projects (Boone Theater and Legal Limit)
23. Quartz Ave RISE Grant (awarded over \$450K) – working with County to extend Quartz to 22nd – General agreement for 40% City and 60% County
24. Eastgate TIF and/or RISE – considering temp driveway until further development occurs
25. Residential development – meeting with developers – two meetings complete with varying levels of interest.
26. Vacating ROW
27. Downtown buildings - three that will receive immediate attention
28. Rental Code – Finalizing draft code.
29. ~~Union negotiations (arbitration with CEBO)~~

30. CIE - networking RFP/book keeping – This has consumed a lot of time over the past several weeks. I want to be sure Council understands how much time I have spent on this organization.
31. Public Works Building – Variance has been approved. Waiting on final site plan for submittal to Building Dept for permits.
32. Crawford Street
33. Funding Water Plant – Keeping an eye on nitrates and planning accordingly – We have begun a source water study in cooperation with Xenia – work to be performed by McClure.
34. Wastewater Plant - Integrated Plan
35. Community Survey - \$10,000 to \$15,000
36. Future budget planning – strategy
37. FEMA - working with federal delegates for Nick Mallas – FEMA meetings upcoming.
38. Community Pride Development
39. Management Training
- ~~40. Plan for a TIF amendment in the event that Pioneer~~
- ~~41. Write the Budget Document for FY17~~
- ~~42. Organize the Staff Awards ceremony (10&20 year awards)~~
- ~~43.40. Talk with Bob Fisher on status of the Hotel – Hotel study has started~~
- ~~44. Sell Ham Dinner Tickets~~
41. Joint Zoning Administrator Concept – Working with Boone County and Boone PD
42. Hiring staff – Building Dept Admin Assistant and Deputy City Clerk

Completed Projects:

1. Work with MegaSigns to setup the Engenius Bridge for the LED Sign
2. Residential Development - LMI
3. Technical Correction for Overpass Funds – Use for Improvements in/around Boone
4. Lynn’s Lounge Building (partial collapse)
5. InfoBunker Internet Service
6. LED Sign (Mamie & Story Intersection)
7. Parking around the High School
8. Crop pictures of Council and Dept Heads
9. Work with picture of the full Council
10. Union negotiations (arbitration with CEBO)

STATEMENT OF COUNCIL PROCEEDINGS

April 18, 2016 7:00 p.m.

The City Council of Boone, Iowa, met in regular session in the City Hall Council Chambers on April 18, 2016, at 7:00 P.M. with Mayor Slight presiding. The following Council Members were present: Porter, McGinn, Mallas, Hicks, Piklapp, Nystrom, and Ray. Absent: none.

Mallas moved, Hicks seconded to approve the agenda with the addition of 3.A Merrill Tam. Ayes: McGinn, Mallas, Hicks, Piklapp, Nystrom, Ray, Porter. Nays: none.

Merrill Tam addressed the Council with a request to hold off on the right-of-way vacation at 1511 and 1514 Union Street until contact can be made with the Middle School in regards to a possible future development of tennis courts.

Elmqvist requested permission to take applications for a full-time Deputy Clerk. Ray moved, Hicks seconded to approve the hiring of a full-time Deputy Clerk with a starting salary of \$32,000 - \$35,000. Ayes: Mallas, Hicks, Piklapp, Nystrom, Ray, Porter, McGinn. Nays: none.

Nystrom and Schwartz commented on the DNR's willingness to work with the City on our integrated plan and granting us the extensions that we have requested.

Piklapp updated the Council on the Boone Downtown Incentive Fund Grants (BDIF).

Higgins presented the following right-of-ways for vacating: Golf Estates Subdivision outlot S, SE NW; Coal Road from the north line of West 8th Street to the south line of 1120 Coal Road; Nebraska Street from the north line of 6th Street to the south line of 7th Street; Harrison Street from the North line of 18th Street to the South line of Parcel #088426212282001; The east/west alley lying between 303 Webster and 321 Webster Street; south half of the north/south alley between 203 Marion and 815 West 2nd Street; north/south alley lying between 927 Harrison and 222 10th Street; east half of the east/west alley lying between 1511 Union and 1514 Union Street; south half of the north/south alley lying between 1115 College and 105 South Main Street; north/south alley lying between 219 9th and 229 9th Street; and the north/south alley lying between 1014 West 2nd Street and 1010 West 2nd Street.

Nystrom moved to approve all vacates except the following: Golf Estates Subdivision outlot S, SE NW; Nebraska Street from the north line of 6th Street to the south line of 7th Street; and the east half of the east/west alley lying between 1511 Union and 1514 Union Street; seconded by Ray. Ayes: Hicks, Piklapp, Nystrom, Ray, Porter, McGinn, Mallas. Nays: none.

Higgins presented 1707 Hawkeye Drive site plan and stated that staff and P&Z Committee recommends approval. Ray moved to approve the site plan for 1707 Hawkeye Drive, Boone, Iowa, seconded by Piklapp. Ayes: Piklapp, Nystrom, Ray, Porter, McGinn, Mallas, Hicks. Nays: none.

Higgins presented 1401 7th Street site plan with a waiver to reduce the setback from 25 feet to 0; Higgins stated that there were no objections and staff and P&Z recommended approval. Mallas moved, Hicks seconded to approve the site plan with waiver for 1407 7th Street, Boone, Iowa. Ayes: Nystrom, Ray, Porter, McGinn, Mallas, Hicks, Piklapp. Nays: none.

Rouse stated that Boone County Landfill has waived the fees for the dumping of up to 65 tons during the City Wide Clean-Up.

Adams updated the Council on the background of the rental code, the process of registering a property and the processes for inspections, property complaints, and appeals. Adams also presented a timeline for implementation.

Nelson informed the Council that the Boone Community School is holding an appreciation luncheon for the City of Boone staff and elected officials.

Council discussed the requirements and making all contractors be registered with the Iowa Department of Labor prior to being awarded any City bids. Porter moved, Piklapp seconded to

require contractor registration for all City projects. Ayes: Ray, Porter, McGinn, Mallas, Hicks, Piklapp, Nystrom. Nays: none.

Nelson reminded the Council of the Boone County League meeting at Don Williams.

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

Porter moved, Hicks seconded to approve the following items on the Consent Agenda: 1) Minutes of previous meetings. 2) Bills payable. 3) Alcohol License renewal for Boone Moose Lodge 104. 4) Cigarette/Tobacco Permit for Cedar Pointe Golf Course. 5) Resolution 2404 adopting the Boone County Multi-Jurisdictional Local Hazard Mitigation Plan. 6) Resolution 2405 approving the sale of police firearms to Lindy's Guns. 7) Resolution 2407 approval of funding for Emergency Management Administration. 8) Resolution 2408 authorizing payment in the amount of \$348,277.00 to Boehm Insurance. 9) Appointment of Barbara Rardin to the Library Board of Trustees, Denny Hamman to the Civil Service Commission, and Mike Lauritsen to the Airport Commission. Ayes: Porter, McGinn, Mallas, Hicks, Piklapp, Nystrom, Ray. Nays: none.

A & M Laundry Inc	Supplies	57.02
AFLAC	Payroll	15.75
Alexander Schmidt	Utility Overpayment	1.51
Michael Broderick	Services	40.00
Alliant Energy	Utilities	1,261.98
Alliant Energy	Utilities	1,344.15
Allstate Benefit Group	Payroll	214.10
American Concrete Products Inc	Repairs	731.25
Boone Fitness LLC	Payroll	35.30
Arnold Motor Supply	Parts/Supplies	455.82
Bernie Lowe & Associates	411 Medical	110.67
Big Green Umbrella Media Inc	Advertisement	420.00
Boehm Insurance Agency Inc	Insurance Premium	348,277.00
Boone Ace Hardware	Parts/Supplies	69.47
Boone Bank & Trust	Payroll	658.00
Boone County Auditor	Construction Reimbursement	51,589.00
Boone Day Breakers Kiwanis	Dues	170.00
Boone Hardware	Parts/Supplies	353.70
Gatehouse Media Iowa	Publications	387.14
Brent Shaw	Reimbursement	19.00
Brian Anderson	Reimbursement	19.00
Carpenter Uniform Co	Clothing Allowance	392.43
CDS Global	Services	2,021.04
CDS Global	Utility Billing Postage	1,974.04
Central States Roofing	Repairs	331.95
Centurylink	Services	532.25
Cintas Corporation	Supplies	120.72
Collection Services Center	Payroll	982.18
Creative Services Of New England	Supplies	205.95
Culligan	Services	58.10
Dave Powers	Clothing Allowance	80.09
Durable Concrete Designs Inc	Repairs	16,534.50
DMACC	Training	125.00
Edward Jones	Payroll	100.00
FBG Service Corporation	Services	744.00
Galls LLC	Clothing Allowance	352.36
GovConnection Inc	Computer Equipment	1,112.93
Grand Times	Meeting Expenses	96.00
Graymont Western Lime Inc	Chemicals	3,874.48
Grimes Asphalt & Paving Corp.	Materials	746.06

Hach Company	Chemicals	682.18
Halfmoon Education Inc	Training	269.00
Hamilton Redi-Mix	Repairs	3,292.88
Harland Technology Services	Maintenance Agreement	1,361.00
HD Supply Facilities	Parts	5,217.08
HD Supply Construction Supply	Parts/Supplies	16.99
Huber Technology Inc	Repairs	172.89
Iowa Dept Public Health	Training	30.00
Iowa Dept Transportation	Shop Supplies	263.38
ICMA Retirement Trust 457	Payroll	859.49
Infobunker LLC	Services	108.00
Infomax Office Systems Inc	Services	637.44
IPERS	Payroll	12,280.75
Kallin Johnson Monument Co	Services	250.00
Keystone Laboratories Inc	Lab Tests	221.60
Kimball Midwest	Shop Supplies	224.72
Kriss Premium Products Inc	Services	297.64
KWBG	Advertisement	537.95
Kyle Kilstrom	Reimbursement	19.00
L-Tron Corporation	Supplies	79.15
La Crosse Forage & Turf Seed	Supplies	564.00
Martin Marietta Materials	Materials	7,959.06
Roger & Jane Martin	Gas/Diesel	9,142.00
Medtrak Services	411 Prescription	1,906.33
Members 1st Comm Credit Union	Payroll	270.00
Mettler Toledo LLC	Services	387.00
Midwest Quality Wholesale	Supplies	196.09
Momar Inc	Training	30.00
Municipal Fire & Police Retirement	Payroll	23,640.91
Municipal Pipe Services Inc	Repairs	30,300.00
Municipal Supply Co	Supplies	199.20
Mutual Of Omaha	Payroll	260.93
Networkfleet Inc	Services	242.45
O'Reilly Automotive Stores Inc	Parts/Supplies	294.10
Olivia Orozco	Refund-Sidewalk Assessment	100.00
Orkin.Inc	Services	64.00
Peoples Clothing Store	Clothing Allowance	97.00
Pershing LLC	Payroll	100.00
Pizza Ranch	Training Meals	72.00
Portable Pro	Services	190.00
Premier Copiers Printers	Services	39.12
Pro-Vision Video Systems	Body Camera	310.00
Probuild North LLC	Meter Equipment	105.18
Protex Central Inc	Services	480.00
Quick Oil Co	LP	2,531.75
State Hygienic Laboratory	Lab Tests	278.50
State Of Iowa	State Tax	6,464.00
Storey Kenworthy	Office Supplies	288.54
Storey Kenworthy	Office Supplies	61.98
Terri Jensen	PPP Program	2,000.00
J & J Restaurants LLC	Open House	79.97
Tom Walters Company	Services	16.00
Total Choice Shipping	Postage	80.65
Trans Iowa Equipment	Parts/Supplies	42.32
Transamerica	Parts/Supplies	50.00
United Rentals North America	Repairs	3,207.52
Verizon Wireless Services LLC	Services	320.10

Vision Bank	Payroll	265.85
Vision Bank	Payroll	31,899.08
Walters Sanitary Service Inc	Services	839.73
Wisecup Trucking	Services	100.00
Zee Medical Inc	Medical Supplies	36.80
Kelly Allen	Utility Deposit Refund	125.00
Katie Aspengren	Utility Deposit Refund	125.00
Chad R Behn	Utility Deposit Refund	59.51
Jim Carlson	Utility Deposit Refund	125.00
Alex E Chisholm	Utility Deposit Refund	109.90
Audrey Hunter	Utility Deposit Refund	38.30
Shawna Kenargangi	Utility Deposit Refund	18.26
Bryn R Martin	Utility Deposit Refund	39.84
Deb Mcdonald	Utility Deposit Refund	49.63
Jenna E Mcelmury	Utility Deposit Refund	101.71
Sara & Travis Pfrimmer	Utility Deposit Refund	91.80
Linda Quinn	Utility Deposit Refund	125.00
Alexander Schmidt	Utility Deposit Refund	125.00
Jed M Smith	Utility Deposit Refund	28.11
Katrina Smith	Utility Deposit Refund	2.28
Dawn Sorber	Utility Deposit Refund	75.00
Abbigail M Staebler	Utility Deposit Refund	95.76
Jacob Wildt	Utility Deposit Refund	84.88
Chris Williams	Utility Deposit Refund	125.00
Bryce Zentner	Utility Deposit Refund	12.44
Paid Total		590,504.66

FUND	RECEIPTS	DISBURSEMENTS
General	130,720.96	205,036.76
Special	117,207.50	17,957.43
Hotel/Motel	33,063.73	0.00
Road Use Tax	134,252.01	37,369.51
Debt Service	12,656.20	0.00
Water Utility	206,142.38	105,111.32
Sewer Utility	239,805.41	58,330.41
Family Resource Center	8,421.09	5,048.39
Capital Project	150.00	51,689.00
Storm Water Utility	16,872.75	4,437.57
Expendable Trust	7,576.00	721.45
Agency Account	56,406.29	104,802.82

There being no further business to come before the Council the meeting was adjourned at 8:05 p.m.

ATTEST:

Ondrea Elmquist Clerk/Finance Officer

John Slight, Mayor

STATEMENT OF COUNCIL PROCEEDINGS

April 25, 2016 4:30 p.m.
Special Workshop

The City Council of Boone, Iowa, met in a work session in the City Hall Auditorium on April 25, 2016, at 4:30 p.m. with Councilman Mallas presiding. The following Council Members were present: Porter, Mallas, Hicks, Piklapp, Nystrom. Absent: Mayor Slight, Ray, and McGinn.

Chief Adams, Higgins, and Salati lead discussion and presentations on the proposed Rental Code and Crime Free Housing.

There being no further business to come before the Council the meeting was adjourned at 5:15 p.m.

ATTEST:

Luke Nelson, City Administrator

Nick Mallas, Councilman

RECORD OF COUNCIL APPROVED BILLS

PIKLAPP

May 2, 2016

<u>DATE</u>	<u>AMOUNT</u>
Airport Bills	5,725.96
Library Bills	69,123.01
Park Bills	-
Manuals/Util Bills/Misc Total	17,524.68
Voided checks	
Council Bills Total	218,525.84
Payroll (5-1-2016)	163,081.60
Payroll	-
TOTAL EXPENDITURES	<u>\$ 473,981.09</u>

Signed By _____

Date _____

VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
----- ACCOUNTS PAYABLE CLAIMS -----					
ACCESS SYSTEMS LEASING	PD COPIER LEASE	158.57			
ACCESS SYSTEMS LEASING	BLDG PRINTER LEASE	88.00	246.57		
ACME ELECTRIC MOTOR INC	BANDSAW BLADE		37.97		
ALLIANT ENERGY	UTILITIES-STREET LIGHTS	670.94			
ALLIANT ENERGY	UTILITIES-TRAFFIC LIGHTS	5,177.96			
ALLIANT ENERGY	UTILITIES-TRAFFIC LIGHTS	45,193.78	51,042.68		
APPLIED CONCEPTS INC	RADAR		1,222.50		
AUDREY HUNTER	UTILITY OVERPAYMENT		49.34		
AUGUST ENTERPRISES LLC	101 12TH ASBESTOS INSPECTION		450.00		
AVESIS	R MARTIN-INSURANCE PREMIUM		25.82		
BENJAMIN MICHAEL CONRAD	MOWING-WWTP	675.00			
BENJAMIN MICHAEL CONRAD	FRC MOWING	450.00	1,125.00		
BERNIE LOWE & ASSOC INC	411 MEDICAL CLAIMS		66.00		
BOONE ACE HARDWARE	FLAG POLE ROPE	41.30			
BOONE ACE HARDWARE	SUPPLIES-TRAFFIC REPAIRS	8.98			
BOONE ACE HARDWARE	AIR FILTERS	71.94			
BOONE ACE HARDWARE	AIR FILTERS/STORAGE CONTAINERS	19.96			
BOONE ACE HARDWARE	BATTERIES-LIGHT BOX	59.98			
BOONE ACE HARDWARE	PARTS-AIR LINE REPAIR 8-62	48.48			
BOONE ACE HARDWARE	PARTS-REPAIR AIR LINE 8-62	7.36			
BOONE ACE HARDWARE	BATTERIES-METERS	7.99			
BOONE ACE HARDWARE	TOOL BOX	279.99	545.98		
BOONE AREA HUMANE SOCIETY	CONTRACT SERVICES-MAY		6,059.17		
BOONE CHAMBER OF COMMERCE	2ND QTR HOTEL/MOTEL DIST		12,500.00		
BOONE COUNTY ABSTRACT	332 W 2ND LIEN TITLE	95.00			
BOONE COUNTY ABSTRACT	1211 W 2ND LIEN REPORT	95.00	190.00		
BOONE COUNTY ATTORNEY	25% OF SEIZED FUNDS		2,000.00		
BOONE COUNTY LANDFILL	FY2016 ASSESSMENT		5,275.41		
BOONE COUNTY TREASURER	1127 BENTON ST ASSESSMENT		91.00		
CARPENTER UNIFORM CO	HALO BALLISTICS	815.00			
CARPENTER UNIFORM CO	SLIGHT-CLOTHING ALLOWANCE	147.98	962.98		
CENTURYLINK	PHONE LINE	50.02			
CENTURYLINK	PW FAX	44.02	94.04		
CITY OF BOONE	FRC UTILITIES		406.02		
CURTIS MORAN	CDL REIMBURSEMENT		23.00		
DEPT OF JUSTICE	10% OF SEIZED FUNDS		800.00		
ECOLAB INC	PEST CONTROL		92.47		
TWO RIVERS INS CO INC	HEALTH INSURANCE PREMIUM		87,542.95		
MIKE FARLEY WHOLESALE TIRE CO	TIRE REPAIR		19.50		
FOTH INFRASTRUCTURE	CRAWFORD ST ENGINEERING		20,300.00		
GALLNER & PATTERMANN LAW OFFIC	REFUND-CANCEL AUDITORIUM RENT		100.00		
GALLS LLC	SALATI CLOTHING ALLOWANCE	139.71			
GALLS LLC	SLIGHT CLOTHING ALLOWANCE	324.82	464.53		
GOVCONNECTION INC	TABLET-SCHWARTZ		1,084.08		
GRAYMONT WESTERN LIME INC	LIME		3,907.92		
HAWKINS WATER TREATMENT GROUP	CHEMICALS		1,381.35		
HY-VEE FOOD STORE	CPA MEALS	240.00			
HY-VEE FOOD STORE	CPA MEALS	240.00			
HY-VEE FOOD STORE	CPA MEALS	240.00			
HY-VEE FOOD STORE	DISTILLED WATER	1.78			
HY-VEE FOOD STORE	CPA MEALS	240.00			

Open Bills

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
HY-VEE FOOD STORE	CPA MEALS	240.00			
HY-VEE FOOD STORE	CPA MEALS	240.00	1,441.78		
IOWA DEPT NATURAL RESOURCES	NPDES PERMIT AMENDMENT		85.00		
IOWA ONE CALL	LOCATES		209.20		
IOWA PRISON INDUSTRIES	SIGNS		375.76		
ICMA	MEMBERSHIP DUES-NELSON		928.00		
INTERNET SERVICES UNITED NTKWS	INTERNET SERVICE-PARK	85.95			
INTERNET SERVICES UNITED NTKWS	INTERNET SERVICE-CEMETERY	85.95			
INTERNET SERVICES UNITED NTKWS	INTERNET SERVICE-WW	50.95	222.85		
JERRY CARNEY & SONS INC	WIPER ARM/MOTOR ASSEMBLY		50.00		
KABEL BUSINESS SERVICES	FLEX CARD-NELSON		18.00		
KELTEK INCORPORATED	STROBE LIGHTS-SEWER TRUCK		328.32		
ANDREW LYNN MCGILL	COMPUTER CONTRACT	1,000.00			
ANDREW LYNN MCGILL	PD COMPUTER CONTRACT SERVICES	350.00			
ANDREW LYNN MCGILL	NETWORD CONNECTION	40.00	1,390.00		
MEDTRAK SERVICES	411 PRESCRIPTIONS		1,672.92		
MIDLAND POWER COOPERATIVE	UTILITIES/SLUDGE		24.62		
MUTUAL OF OMAHA	LIFE INSURANCE PREMIUM		251.93		
ONDREA ELMQUIST	MILEAGE REIMBURSEMENT		67.85		
CARD MEMBER SERVICES	METER SUPPLIES		23.92		
PEOPLES CLOTHING STORE	SAFETY VEST	12.00			
PEOPLES CLOTHING STORE	SAFETY VEST	12.00	24.00		
PRITCHARD BROS PLUMBING	REPAIR WATER LINE-FRC		1,561.00		
R & W POWER	9TH/CRAWFORD WATERMAIN REPAIR		8.41		
RACO MFG & ENGINEERING CO	ALARM MONITORING-LIFT STATION		1,080.00		
RICOH USA INC	PLOTTER REPAIRS		236.96		
VEENSTRA & KIMM, INC	NUTRIENT REDUCTION REPORT		749.48		
VERIZON WIRELESS SERVICES LLC	WIRELESS SERVICE		1,446.31		
WAL MART	LIGHTING	17.00			
WAL MART	SD CARD	13.88			
WAL MART	LIBRARY MATERIALS	52.89			
WAL MART	LIBRARY SUPPLIES	9.18			
WAL MART	SUPPLIES	91.84	184.79		
WINDSTREAM	PHONE SERVICE		2,038.46		
WISECUP TRUCKING	1028 LINN DEMOLITION	5,100.00			
WISECUP TRUCKING	1121 3RD GARAGE DEMO	900.00	6,000.00		
**** OPEN	TOTAL ****		218,525.84		
*****	REPORT TOTAL *****		218,525.84		

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
45 ALLIANT ENERGY							
050316	1	110	5/03/2016	UTILITIES-STREET LIGHTS	130.21	110-230-6371	STREET LIGHTING
050316	2	110	5/03/2016	UTILITIES-TRAFFIC LIGHTS	121.56	110-240-6371	TRAFFIC UTILITIES
050316	3	110	5/03/2016	UTILITIES-STREET LIGHTS	11.36	110-230-6371	STREET LIGHTING
050316	4	110	5/03/2016	UTILITIES-STREET LIGHTS	47.02	110-230-6371	STREET LIGHTING
050316	5	110	5/03/2016	UTILITIES-STREET LIGHTS	131.29	110-230-6371	STREET LIGHTING
050316	6	610	5/03/2016	UTILITIES-LIFT STATION	229.50	610-816-6371	UTILITIES
				** TOTAL **	670.94	.00	670.94
90 IA ONE CALL							
05031601	1	110	5/03/2016	UTILITIES-TRAFFIC LIGHTS	109.43	110-240-6371	TRAFFIC UTILITIES
05031601	2	110	5/03/2016	UTILITIES-STREET LIGHTS	37.22	110-230-6371	STREET LIGHTING
05031601	3	001	5/03/2016	UTILITIES-SIRENS	57.03	001-620-6371	UTILITIES/SIRENS/CIVIL DF
05031601	4	600	5/03/2016	UTILITIES-WATER TOWER	155.05	600-811-6371	UTILITIES
05031601	5	610	5/03/2016	UTILITIES-SEWER PLANT	2946.56	610-816-6371	UTILITIES
05031601	6	730	5/03/2016	UTILITIES-FRC	1872.67	730-899-6371	UTILITIES/FAMILY RESOURCE
				** TOTAL **	5177.96	.00	5177.96
159 BOONE COUNTY ABSTRACT							
05031602	1	110	5/03/2016	UTILITIES-TRAFFIC LIGHTS	330.53	110-240-6371	TRAFFIC UTILITIES
05031602	2	110	5/03/2016	UTILITIES-STREET LIGHTS	13293.82	110-230-6371	STREET LIGHTING
05031602	3	001	5/03/2016	UTILITIES-SIRENS	41.27	001-620-6371	UTILITIES/SIRENS/CIVIL DF
05031602	4	001	5/03/2016	UTILITIES-POOL	109.26	001-435-6371	UTILITIES
05031602	5	001	5/03/2016	UTILITIES-CITY HALL	2485.53	001-650-6371	UTILITIES
05031602	6	110	5/03/2016	UTILITIES-CITY SHED	1188.99	110-210-6371	UTILITIES
05031602	7	600	5/03/2016	UTILITIES-WATER	15216.30	600-811-6371	UTILITIES
05031602	8	610	5/03/2016	UTILITIES-SEWER	12089.58	610-816-6371	UTILITIES
05031602	9	001	5/03/2016	UTILITIES-CEMETERY	438.50	001-450-6371	UTILITIES
				** TOTAL **	45193.78	.00	45193.78
				** VENDOR TOTAL **	51042.68	.00	51042.68
168 BOONE AREA HUMANE SOCIETY							
179578	1	600	5/03/2016	LOCATES	104.60	600-810-6599	MISCELLANEOUS
179578	2	610	5/03/2016	LOCATES	104.60	610-815-6599	MISC REFUNDS/NSF FEE
				** TOTAL **	209.20	.00	209.20
				** VENDOR TOTAL **	209.20	.00	209.20
169 BOONE COUNTY LANDFILL							
16479	1	307	5/03/2016	332 W 2ND LIEN TITLE	95.00	307-750-6750	DEMOLITION
16486	1	307	5/03/2016	1211 W 2ND LIEN REPORT	95.00	307-750-6750	DEMOLITION
				** VENDOR TOTAL **	190.00	.00	190.00
168 BOONE AREA HUMANE SOCIETY							
050316	1	001	5/03/2016	CONTRACT SERVICES-MAY	6059.17	001-190-6499	CONTRACT SERVICES
				** VENDOR TOTAL **	6059.17	.00	6059.17
169 BOONE COUNTY LANDFILL							
050316	1	004	5/03/2016	FY2016 ASSESSMENT	5275.41	004-290-6499	LANDFILL SERVICES
				** VENDOR TOTAL **	5275.41	.00	5275.41

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
050316	1	001	5/03/2016	181 BOONE COUNTY TREASURER 1127 BENTON ST ASSESSMENT	91.00	001-198-6498	WEED/SNOW
				** VENDOR TOTAL **	91.00	.00	91.00
411448	1	121	5/03/2016	287 CARPENTER UNIFORM COMPANY HALO BALLISTICS	650.00	121-110-6504	POLICE/MISC
411448	2	001	5/03/2016	POWERS CLOTHING ALLOWANCE	165.00	001-110-6181	CLOTHING ALLOWANCE
				** TOTAL **	815.00	.00	815.00
412347	1	001	5/03/2016	SLIGHT-CLOTHING ALLOWANCE	147.98	001-110-6181	CLOTHING ALLOWANCE
				** VENDOR TOTAL **	962.98	.00	962.98
050316	1	003	5/03/2016	320 BOONE CHAMBER OF COMMERCE 2ND QTR HOTEL/MOTEL DIST	12500.00	003-520-6599	CONVENTION & VISITORS/HOTEL
				** VENDOR TOTAL **	12500.00	.00	12500.00
050316	1	730	5/03/2016	479 CITY OF BOONE FRC UTILITIES	406.02	730-899-6371	UTILITIES/FAMILY RESOURCE
				** VENDOR TOTAL **	406.02	.00	406.02
7531484	1	610	5/03/2016	540 ECOLAB PEST ELIMINATION PEST CONTROL-WW	92.47	610-816-6495	SERVICE/PEST CONTROL
				** VENDOR TOTAL **	92.47	.00	92.47
2541	1	001	5/03/2016	585 FARLEY WHOLESALE TIRE CO TIRE REPAIR	19.50	001-150-6332	REPAIRS
				** VENDOR TOTAL **	19.50	.00	19.50
3864558	1	600	5/03/2016	595 HAWKINS WATER TREATMENT G CHEMICALS	1381.35	600-811-6501	CHEMICALS
				** VENDOR TOTAL **	1381.35	.00	1381.35
005187325	1	001	5/03/2016	645 GALLS INC SALATI CLOTHING ALLOWANCE	139.71	001-110-6181	CLOTHING ALLOWANCE
005230708	1	001	5/03/2016	SLIGHT CLOTHING ALLOWANCE	324.82	001-110-6181	CLOTHING ALLOWANCE
				** VENDOR TOTAL **	464.53	.00	464.53
4375125388	1	167	5/03/2016	798 HYVEE FOOD STORE CPA MEALS	240.00	167-110-6506	MISC POLICE TRUST
4375126603	1	167	5/03/2016	CPA MEALS	240.00	167-110-6506	MISC POLICE TRUST
4378622126	1	167	5/03/2016	CPA MEALS	240.00	167-110-6506	MISC POLICE TRUST

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

798 HYVEE FOOD STORE							
4382843758	1	001	5/03/2016	DISTILLED WATER	1.78	001-410-6506	SUPPLIES/OFFICE/BINDING
4383563382	1	167	5/03/2016	CPA MEALS	240.00	167-110-6506	MISC POLICE TRUST
4387064933	1	167	5/03/2016	CPA MEALS	240.00	167-110-6506	MISC POLICE TRUST
4391422858	1	167	5/03/2016	CPA MEALS	240.00	167-110-6506	MISC POLICE TRUST
				** VENDOR TOTAL **	1441.78	.00	1441.78
815 IA DNR LICENSE BUREAU							
050316	1	610	5/03/2016	NPDES PERMIT AMENDMENT	85.00	610-816-6491	SERVICE/STATE LICENSES
				** VENDOR TOTAL **	85.00	.00	85.00
833 IA PRISON INDUSTRIES							
939387	1	110	5/03/2016	STREET SIGNS	375.76	110-210-6509	SIGNS/POSTS/SIGNALS
				** VENDOR TOTAL **	375.76	.00	375.76
842 ICMA							
050316	1	001	5/03/2016	MEMBERSHIP DUES-NELSON	928.00	001-620-6210	MEMBERSHIP DUES
				** VENDOR TOTAL **	928.00	.00	928.00
965 JERRY CARNEY & SONS INC							
718811	1	110	5/03/2016	WIPER ARM/MOTOR ASSEMBLY	50.00	110-210-6350	REPAIRS-EQUIP/MECHANIC
				** VENDOR TOTAL **	50.00	.00	50.00
1194 MCGILL COMPUTER SERVICES							
2016-26	1	001	5/03/2016	COMPUTER CONTRACT	250.00	001-620-6419	COMPUTER UPDATE/TRAINING
2016-26	2	600	5/03/2016	COMPUTER CONTRACT	250.00	600-810-6419	COMPUTER UPDATE
2016-26	3	610	5/03/2016	COMPUTER CONTRACT	250.00	610-815-6419	COMPUTER UPDATE
2016-26	4	110	5/03/2016	COMPUTER CONTRACT	250.00	110-211-6599	COMPUTER UPDATES
				** TOTAL **	1000.00	.00	1000.00
2016-27	1	001	5/03/2016	PD COMPUTER CONTRACT SERVICE	350.00	001-110-6419	SERVICES & COMPUTER SUPPORT
2016-28	1	610	5/03/2016	NETWORD CONNECTION	40.00	610-816-6599	MISCELLANEOUS
				** VENDOR TOTAL **	1390.00	.00	1390.00
1234 MIDLAND POWER COOPERATIVE							
053016	1	610	5/03/2016	UTILITIES/SLUDGE	24.62	610-816-6379	LANDFILL/SLUDGE
				** VENDOR TOTAL **	24.62	.00	24.62
1287 CURTIS MORAN							
050316	1	110	5/03/2016	CDL REIMBURSEMENT	23.00	110-210-6599	SUPPLIES

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

1287 CURTIS MORAN							
				** VENDOR TOTAL **	23.00	.00	23.00
8142	1	600	5/03/2016	1368 ORSCHELNS METER SUPPLIES	23.92	600-812-6599	SUPPLIES
				** VENDOR TOTAL **	23.92	.00	23.92
050316	1	110	5/03/2016	1392 PEOPLES CLOTHING STORE SAFETY VEST	12.00	110-210-6599	SUPPLIES
05031601	1	110	5/03/2016	SAFETY VEST	12.00	110-210-6599	SUPPLIES
				** VENDOR TOTAL **	24.00	.00	24.00
15570	1	121	5/03/2016	1440 PRITCHARD BROS PLUMBING REPAIR WATER LINE-FRC	1561.00	121-899-6599	FRC BUILDING IMPROVEMENTS
				** VENDOR TOTAL **	1561.00	.00	1561.00
050316	1	001	5/03/2016	1454 CENTURYLINK PHONE LINE	50.02	001-110-6373	TELEPHONE
05031601	1	110	5/03/2016	PW FAX	44.02	110-211-6373	TELEPHONE
				** VENDOR TOTAL **	94.04	.00	94.04
2973	1	600	5/03/2016	1552 R & W POWER 9TH/CRAWFORD WATERMAIN REPAI	8.41	600-812-6350	MAIN & VALVE WORK
				** VENDOR TOTAL **	8.41	.00	8.41
9763494071	1	001	5/03/2016	1822 VERIZON WIRELESS WIRELESS SERVICE	98.04	001-170-6373	TELEPHONE
9763494071	2	600	5/03/2016	WIRELESS SERVICE	16.37	600-811-6373	TELEPHONE
9763494071	3	610	5/03/2016	WIRELESS SERVICE	16.37	610-816-6373	TELEPHONE
9763494071	4	001	5/03/2016	WIRELESS SERVICE	393.68	001-110-6373	TELEPHONE
9763494071	5	001	5/03/2016	WIRELESS SERVICE	167.35	001-620-6373	TELEPHONE
9763494071	6	001	5/03/2016	WIRELESS SERVICE	137.65	001-150-6373	TELEPHONE, RADIO REPAIR
9763494071	7	600	5/03/2016	WIRELESS SERVICE	40.01	600-811-6373	TELEPHONE
9763494071	8	001	5/03/2016	WIRELESS SERVICE	65.49	001-430-6373	TELEPHONE
9763494071	9	610	5/03/2016	WIRELESS SERVICE	64.30	610-816-6373	TELEPHONE
9763494071	10	110	5/03/2016	WIRELESS SERVICE	373.37	110-211-6373	TELEPHONE
9763494071	11	001	5/03/2016	WIRELESS SERVICE	73.68	001-410-6373	TELEPHONE
				** TOTAL **	1446.31	.00	1446.31
				** VENDOR TOTAL **	1446.31	.00	1446.31
01399	1	610	5/03/2016	1846 WAL MART STORE #01-1389 LIGHTING	17.00	610-817-6505	EQUIPMENT

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

06171	1	001	5/03/2016	1846 WAL MART STORE #01-1389 SD CARD	13.88	001-110-6506	SUPPLIES/OFFICE
06449	1	001	5/03/2016	LIBRARY MATERIALS	49.92	001-410-6502	BOOKS/LIBRARY MATERIALS
06449	2	001	5/03/2016	LIBRARY SUPPLIES	2.97	001-410-6230	LIBRARY PROGRAMS
				** TOTAL **	52.89	.00	52.89
08582	1	169	5/03/2016	LIBRARY SUPPLIES	9.18	169-410-6599	LIBRARY/MEMORIAL FUND
09803	1	001	5/03/2016	SUPPLIES	91.84	001-150-6599	MISC/SUPPLIES
				** VENDOR TOTAL **	184.79	.00	184.79
050316	1	001	5/03/2016	1988 ONDREA ELMQUIST MILEAGE REIMBURSEMENT	58.65	001-620-6240	TRAVEL/CONFERENCE EXPENSE
050316	2	001	5/03/2016	CONF MEAL REIMBURSEMENT	9.20	001-620-6240	TRAVEL/CONFERENCE EXPENSE
				** TOTAL **	67.85	.00	67.85
				** VENDOR TOTAL **	67.85	.00	67.85
234136	1	001	5/03/2016	2160 ISUNET INTERNET SERVICE-PARK	85.95	001-430-6373	TELEPHONE
234137	1	001	5/03/2016	INTERNET SERVICE-CEMETERY	85.95	001-450-6373	TELEPHONE
234144	1	610	5/03/2016	INTERNET SERVICE-WW	50.95	610-816-6373	TELEPHONE
				** VENDOR TOTAL **	222.85	.00	222.85
286675	1	121	5/03/2016	2623 APPLIED CONCEPTS INC RADAR	1222.50	121-110-6504	POLICE/MISC
				** VENDOR TOTAL **	1222.50	.00	1222.50
40517/2	1	001	5/03/2016	2706 BOONE ACE HARDWARE FLAG POLE ROPE	41.30	001-150-6599	MISC/SUPPLIES
40527/2	1	110	5/03/2016	SUPPLIES-TRAFFIC REPAIRS	8.98	110-240-6350	TRAFFIC REPAIRS
40698/2	1	001	5/03/2016	AIR FILTERS	71.94	001-110-6399	BUILDING MAINT/REPAIR
40719/2	1	600	5/03/2016	AIR FILTERS/STORAGE CONTAINERS	19.96	600-811-6310	BUILDING & GROUNDS
40828/2	1	001	5/03/2016	BATTERIES-LIGHT BOX	59.98	001-150-6599	MISC/SUPPLIES
40852/2	1	001	5/03/2016	PARTS-AIR LINE REPAIR 8-62	48.48	001-150-6599	MISC/SUPPLIES
40879/2	1	001	5/03/2016	PARTS-REPAIR AIR LINE 8-62	7.36	001-150-6599	MISC/SUPPLIES
40902/2	1	600	5/03/2016	BATTERIES-METERS	7.99	600-812-6599	SUPPLIES
40915/2	1	600	5/03/2016	TOOL BOX	279.99	600-811-6506	SUPPLIES/OFFICE

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

2706 BOONE ACE HARDWARE							
				** VENDOR TOTAL **	545.98	.00	545.98
050316	1	167	5/03/2016	2760 DEPT OF JUSTICE 10% OF SEIZED FUNDS	800.00	167-110-6599	TRUST/DRUG PURCHASE
				** VENDOR TOTAL **	800.00	.00	800.00
052016	1	112	5/03/2016	2818 AVESIS R MARTIN-INSURANCE PREMIUM	25.82	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	25.82	.00	25.82
FLEX160433	1	112	5/03/2016	2819 KABEL BUSINESS SERVICES F FLEX CARD-NELSON	18.00	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	18.00	.00	18.00
47683	1	378	5/03/2016	2867 FOTH ENGINEERING ALLIANCE CRAWFORD ST ENGINEERING	4200.00	378-750-6407	CRAWFORD ST ENGINEERING
47683	2	379	5/03/2016	BENTON ST ENGINEERING	16100.00	379-210-6761	BENTON ST CONSTRUCTION
				** TOTAL **	20300.00	.00	20300.00
				** VENDOR TOTAL **	20300.00	.00	20300.00
10799	1	110	5/03/2016	2914 KELTEK INCORPORATED STROBE LIGHTS-SEWER TRUCK	328.32	110-210-6350	REPAIRS-EQUIP/MECHANIC
				** VENDOR TOTAL **	328.32	.00	328.32
53668844	1	610	5/03/2016	3063 GOVCONNECTION INC TABLET-SCHWARTZ	542.00	610-816-6505	EQUIPMENT
53668844	2	600	5/03/2016	TABLET-SCHWARTZ	542.08	600-811-6504	EQUIPMENT
				** TOTAL **	1084.08	.00	1084.08
				** VENDOR TOTAL **	1084.08	.00	1084.08
050316	1	610	5/03/2016	3167 BEN CONRAD MOWING-WWTP	675.00	610-816-6310	BUILDING & GROUNDS
05031602	1	730	5/03/2016	FRC MOWING	450.00	730-899-6499	SERVICES
				** VENDOR TOTAL **	1125.00	.00	1125.00
18621725	1	001	5/03/2016	3214 ACCESS SYSTEMS LEASING PD COPIER LEASE	158.57	001-110-6419	SERVICES & COMPUTER SUPPORT
18629741	1	001	5/03/2016	BLDG PRINTER LEASE	88.00	001-170-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	246.57	.00	246.57
3283 WINDSTREAM							

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

3283 WINDSTREAM							
050316	1	001	5/03/2016	PHONE SERVICE	146.19	001-620-6373	TELEPHONE
050316	2	600	5/03/2016	PHONE SERVICE	146.19	600-811-6373	TELEPHONE
050316	3	610	5/03/2016	PHONE SERVICE	146.19	610-816-6373	TELEPHONE
050316	4	110	5/03/2016	PHONE SERVICE	146.19	110-211-6373	TELEPHONE
050316	5	001	5/03/2016	PHONE SERVICE	44.10	001-170-6373	TELEPHONE
050316	6	001	5/03/2016	PHONE SERVICE	45.69	001-450-6373	TELEPHONE
050316	7	001	5/03/2016	PHONE SERVICE	117.93	001-150-6373	TELEPHONE,RADIO REPAIR
050316	8	001	5/03/2016	PHONE SERVICE	195.02	001-410-6373	TELEPHONE
050316	9	001	5/03/2016	PHONE SERVICE	82.07	001-430-6373	TELEPHONE
050316	10	001	5/03/2016	PHONE SERVICE	349.39	001-110-6373	TELEPHONE
050316	11	001	5/03/2016	PHONE SERVICE	40.30	001-435-6373	TELEPHONE
050316	12	110	5/03/2016	PHONE SERVICE	169.44	110-211-6373	TELEPHONE
050316	13	610	5/03/2016	PHONE SERVICE	221.93	610-816-6373	TELEPHONE
050316	14	600	5/03/2016	PHONE SERVICE	147.18	600-811-6373	TELEPHONE
050316	15	001	5/03/2016	PHONE SERVICE	10.16	001-620-6373	TELEPHONE
050316	16	600	5/03/2016	PHONE SERVICE	10.16	600-811-6373	TELEPHONE
050316	17	610	5/03/2016	PHONE SERVICE	10.16	610-816-6373	TELEPHONE
050316	18	110	5/03/2016	PHONE SERVICE	10.17	110-211-6373	TELEPHONE
** TOTAL **					2038.46	.00	2038.46
** VENDOR TOTAL **					2038.46	.00	2038.46
3312 AUGUST ENTERPRISES LLC							
2016-44	1	307	5/03/2016	101 12TH ASBESTOS INSPECTION	450.00	307-750-6750	DEMOLITION
** VENDOR TOTAL **					450.00	.00	450.00
3345 EMPLOYEE BENEFITS SYSTEMS							
2074	1	112	5/03/2016	HEALTH INSURANCE PREMIUM	3206.68	112-620-6150	INSURANCE/ADMINISTRATION
2074	2	112	5/03/2016	HEALTH INSURANCE PREMIUM	1603.34	112-170-6150	GROUP INSURANCE/BLDG OFF
2074	3	112	5/03/2016	HEALTH INSURANCE PREMIUM	16426.26	112-210-6150	GROUP INSURANCE/RUT
2074	4	112	5/03/2016	HEALTH INSURANCE PREMIUM	10288.05	112-150-6150	GROUP INSURANCE/FIRE
2074	5	112	5/03/2016	HEALTH INSURANCE PREMIUM	4810.02	112-430-6150	GROUP INSURANCE/PARK
2074	6	112	5/03/2016	HEALTH INSURANCE PREMIUM	24942.18	112-110-6150	GROUP INSURANCE/POLICE
2074	7	600	5/03/2016	HEALTH INSURANCE PREMIUM	5611.69	600-810-6150	GROUP INSURANCE/WATER
2074	8	610	5/03/2016	HEALTH INSURANCE PREMIUM	4671.27	610-815-6150	GROUP INSURANCE/SEWER
2074	9	112	5/03/2016	HEALTH INSURANCE PREMIUM	3592.10	112-930-6150	GROUP INSURANCE PAYMENTS
2074	10	112	5/03/2016	HEALTH INSURANCE PREMIUM	4644.88	112-410-6150	GROUP INSURANCE/LIBRARY
2074	11	112	5/03/2016	HEALTH INSURANCE PREMIUM	2933.62	112-450-6150	GROUP INSURANCE/CEMETERY
2074	12	113	5/03/2016	DENTAL INSURANCE PREMIUM	174.75	113-620-6151	DENTAL PAYMENTS
2074	13	113	5/03/2016	DENTAL INSURANCE PREMIUM	107.13	113-170-6151	DENTAL INSURANCE/BLDG OFFL
2074	14	113	5/03/2016	DENTAL INSURANCE PREMIUM	899.54	113-210-6151	DENTAL INSURANCE/RUT
2074	15	113	5/03/2016	DENTAL INSURANCE PREMIUM	1694.43	113-110-6151	DENTAL INSURANCE/POLICE
2074	16	113	5/03/2016	DENTAL INSURANCE PREMIUM	668.57	113-150-6151	DENTAL INSURANCE/FIRE
2074	17	113	5/03/2016	DENTAL INSURANCE PREMIUM	208.33	113-430-6151	DENTAL INSURANCE/PARKS
2074	18	113	5/03/2016	DENTAL INSURANCE PREMIUM	174.75	113-450-6151	DENTAL INSURANCE/CEMETERY
2074	19	600	5/03/2016	DENTAL INSURANCE PREMIUM	242.37	600-810-6151	DENTAL INSURANCE/WATER
2074	20	610	5/03/2016	DENTAL INSURANCE PREMIUM	237.37	610-815-6151	DENTAL INSURANCE/SEWER
2074	21	113	5/03/2016	DENTAL INSURANCE PREMIUM	305.35	113-410-6151	DENTAL INSURANCE/LIBRARY
2074	22	112	5/03/2016	DENTAL INSURANCE PREMIUM	100.27	112-930-6150	GROUP INSURANCE PAYMENTS
** TOTAL **					87542.95	.00	87542.95

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
** VENDOR TOTAL **					87542.95	.00	87542.95
4087927	1	110	5/03/2016	3356 ACME TOOLS BANDSAW BLADE	37.97	110-210-6727	EQUIPMENT
** VENDOR TOTAL **					37.97	.00	37.97
70655	1	600	5/03/2016	3423 GRAYMONT CAPITAL INC LIME	3907.92	600-811-6501	CHEMICALS
** VENDOR TOTAL **					3907.92	.00	3907.92
92026	1	610	5/03/2016	3430 RACO MFG & ENGINEERING CO ALARM MONITORING-LIFT STATIO	1080.00	610-816-6599	MISCELLANEOUS
** VENDOR TOTAL **					1080.00	.00	1080.00
520877302	1	113	5/03/2016	3476 MUTUAL OF OMAHA LIFE INSURANCE PREMIUM	12.39	113-620-6151	DENTAL PAYMENTS
520877302	2	113	5/03/2016	LIFE INSURANCE PREMIUM	4.13	113-170-6151	DENTAL INSURANCE/BLDG OFFL
520877302	3	113	5/03/2016	LIFE INSURANCE PREMIUM	49.56	113-210-6151	DENTAL INSURANCE/RUT
520877302	4	113	5/03/2016	LIFE INSURANCE PREMIUM	78.47	113-110-6151	DENTAL INSURANCE/POLICE
520877302	5	113	5/03/2016	LIFE INSURANCE PREMIUM	33.04	113-150-6151	DENTAL INSURANCE/FIRE
520877302	6	113	5/03/2016	LIFE INSURANCE PREMIUM	16.52	113-430-6151	DENTAL INSURANCE/PARKS
520877302	7	113	5/03/2016	LIFE INSURANCE PREMIUM	4.13	113-450-6151	DENTAL INSURANCE/CEMETERY
520877302	8	600	5/03/2016	LIFE INSURANCE PREMIUM	14.46	600-810-6151	DENTAL INSURANCE/WATER
520877302	9	610	5/03/2016	LIFE INSURANCE PREMIUM	14.45	610-815-6151	DENTAL INSURANCE/SEWER
520877302	10	113	5/03/2016	LIFE INSURANCE PREMIUM	24.78	113-410-6151	DENTAL INSURANCE/LIBRARY
** TOTAL **					251.93	.00	251.93
** VENDOR TOTAL **					251.93	.00	251.93
59	1	307	5/03/2016	3523 WISECUP TRUCKING 1028 LINN DEMOLITION	5100.00	307-750-6750	DEMOLITION
60	1	307	5/03/2016	1121 3RD GARAGE DEMO	900.00	307-750-6750	DEMOLITION
** VENDOR TOTAL **					6000.00	.00	6000.00
201256	1	112	5/03/2016	3705 MEDTRAK SERVICES 411 PRESCRIPTIONS	1672.92	112-930-6150	GROUP INSURANCE PAYMENTS
** VENDOR TOTAL **					1672.92	.00	1672.92
1111	1	112	5/03/2016	3707 BERNIE LOWE & ASSOC INC 411 MEDICAL CLAIMS	66.00	112-930-6150	GROUP INSURANCE PAYMENTS
** VENDOR TOTAL **					66.00	.00	66.00
4	1	610	5/03/2016	3757 VEENSTRA & KIMM, INC NUTRIENT REDUCTION REPORT	749.48	610-816-6407	OPERATIONS ENGINEERING
** VENDOR TOTAL **					749.48	.00	749.48

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
050316	1	167	5/03/2016	3774 BOONE COUNTY ATTORNEY 25% OF SEIZED FUNDS	2000.00	167-110-6599	TRUST/DRUG PURCHASE
				** VENDOR TOTAL **	2000.00	.00	2000.00
1062257197	1	001	5/03/2016	3775 RICOH USA INC PLOTTER REPAIRS	236.96	001-170-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	236.96	.00	236.96
050316	1	001	5/03/2016	2151 GALLNER & PATTERMANN LAW REFUND-CANCEL AUDITORIUM REN	100.00	001-620-6498	REFUNDS
				** VENDOR TOTAL **	100.00	.00	100.00
050316	1	600	5/03/2016	2152 AUDREY HUNTER UTILITY OVERPAYMENT	24.67	600-810-6599	MISCELLANEOUS
050316	2	610	5/03/2016	UTILITY OVERPAYMENT	24.67	610-815-6599	MISC REFUNDS/NSF FEE
				** TOTAL **	49.34	.00	49.34
				** VENDOR TOTAL **	49.34	.00	49.34
				** GRAND TOTAL **	218525.84	.00	218525.84

VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
----- ACCOUNTS PAYABLE CLAIMS -----					
Library	ALLIANT ENERGY	UTILITIES-LIBRARY	737.41	188435	4/20/16
	ALLIANT ENERGY	UTILITIES-LIBRARY	2,872.40	188435	4/20/16
Airport	ALLIANT ENERGY	UTILITIES - AIRPORT LIGHTS	34.57	188469	4/21/16
	ALLIANT ENERGY	UTILITIES-424 SNEDDEN DR	837.62	188469	4/21/16
	ALLIANT ENERGY	UTILITIES- AIRPORT HOUSE	54.98	188469	4/21/16
	ALLIANT ENERGY	UTILITIES - RR1 AIRPORT	244.77	4,781.75	188469 4/21/16
	AMAZON.COM	LIBRARY MATERIALS	10.99	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	21.99	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	19.99	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	62.93	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	12.62	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	28.47	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	105.81	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	3.00-	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	4.00	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	30.88	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	39.90	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	37.98	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	5.92	188438	4/20/16
Library	AMAZON.COM	LIBRARY MATERIALS	110.07	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	4.00	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	19.99	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	9.99	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	8.26	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	277.84	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	4.32	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	15.06	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	14.99	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	41.92	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	13.99	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	2.00-	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	2.00-	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	37.97	188438	4/20/16
	AMAZON.COM	LIBRARY MATERIALS	12.99	945.87	188438 4/20/16
Airport	BOLTON & MENK INC	APRON PHASE IV ENGINEERING		1,767.50	188470 4/21/16
	BOONE HARDWARE	PAINT SUPPLIES		68.54	188439 4/20/16
Library	CENTER POINT PUBLISHING	LIBRARY MATERIALS	39.73	188440	4/20/16
	CENTER POINT PUBLISHING	LIBRARY MATERIALS	550.62	590.35	188440 4/20/16
	CHANGE	LIBRARY POSTAGE		152.90	188441 4/20/16
	CHASE	COSTUME-STORIES ALIVE	140.00	188442	4/20/16
	CHASE	BLANK PARK ZOO-STORIES ALIVE	145.62	188442	4/20/16
	CHASE	CHILLER CHEMICALS	784.10	188442	4/20/16
	CHASE	MAGAZINE SUBSCRIPTION	38.00	1,107.72	188442 4/20/16
Airport	CONNIE YOUNGER	FBO PAYMENT-APRIL	2,550.00	188471	4/21/16
	CONNIE YOUNGER	REPLACE CONE MARKERS	90.00	188471	4/21/16
	CONNIE YOUNGER	REPAIR LIGHTING	60.00	2,700.00	188471 4/21/16
Library	CYBRARIAN CORPORATION	SOFTWARE ANNUAL SUBSCRIPTION		249.95	188443 4/20/16
Airport	DARWIN BACKOUS	BUILDING MAINTENANCE		1,170.00	188444 4/20/16
Library	DAVID J MORGAN	REIMBURSEMENT-GATE/CHAIN LUBE		32.52	188472 4/21/16
Library	DEMCO	LIBRARY SUPPLIES		113.36	188445 4/20/16
	GALE	LIBRARY MATERIALS	61.58	188446	4/20/16

Paid Bills

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
Library {	GALE	LIBRARY MATERIALS	91.97	153.55	188446 4/20/16
	GOVCONNECTION INC	COMPUTER SOFTWARE		526.05	188447 4/20/16
	HEARTLAND DOOR & FRAME INC	FRONT WEST DOOR REPAIR		1,882.86	188448 4/20/16
Airport -	IOWA DEPT OF AGRICULTURE	METER LICENSE		54.00	188473 4/21/16
Library	INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.94	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.20	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.65	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.94	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	62.11	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.40	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.20	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	46.57	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	11.47	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	7.19	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	24.75	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	11.97	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.99	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.77	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	79.73	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.94	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	26.55	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.32	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	26.98	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.19	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	227.99	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	35.11	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.29	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	24.69	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.90-	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	36.99	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.77	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	21.99	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.77	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.95	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	31.04	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.52	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	12.62	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	37.77	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	41.94	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	22.40	188455	4/20/16
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.49	188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	26.99	188455	4/20/16	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	11.99	188455	4/20/16	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.95	188455	4/20/16	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.67	188455	4/20/16	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.59	188455	4/20/16	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	45.40	188455	4/20/16	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	2.39	188455	4/20/16	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	44.65-	188455	4/20/16	
INGRAM BOOK COMPANY	LIBRARY MATERIALS	11.49	188455	4/20/16	

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
INGRAM BOOK COMPANY	LIBRARY MATERIALS	366.95		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	92.58		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.09		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.53		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.95		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.52		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	79.35		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	24.69		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	28.23		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	108.74		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	13.77		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	12.58		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.19		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	13.79		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	51.73		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	202.75		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	180.86		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	5.99		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.25		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	12.14		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	29.21		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	29.31		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.07		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	28.47		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	28.50		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.19		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	59.78		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	7.47		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	17.50		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	60.34		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.53		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	41.34		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	327.33		188455	4/20/16
INGRAM BOOK COMPANY	LIBRARY MATERIALS	34.98	3,275.47	188455	4/20/16
JIM ROBBINS PC	LEGAL SERVICES-APRIL		5,700.00	188517	4/29/16
JOHN ROUSE	CAR ALLOWANCE APRIL		250.00	188518	4/29/16
JOHN SLIGHT	CAR ALLOWANCE-MAY		150.00	188519	4/29/16
LUKE NELSON	CAR ALLOWANCE		300.00	188520	4/29/16
ANDREW LYNN MCGILL	AHSAY BACKUP LICENSE		480.00	188456	4/20/16
MIDWEST QUALITY WHOLSALE	SUPPLIES		47.80	188457	4/20/16
OCLC ONLINE COMPUTER LIBRARY	CATALOGING SUBSCRIPTION		577.33	188458	4/20/16
SCHAFFER PUBLICATIONS INC	PERIODICALS		2,171.68	188459	4/20/16
PREMIER AUTO SOLUTIONS	PRINTING CONTRACT		317.36	188460	4/20/16
QUALITY ONE	CUSTODIAL CONTRACT		1,825.00	188461	4/20/16
QUILL CORPORATION	LIBRARY SUPPLIES	50.98		188462	4/20/16
QUILL CORPORATION	LIBRARY SUPPLIES	47.97		188462	4/20/16
QUILL CORPORATION	LIBRARY SUPPLIES	31.96		188462	4/20/16
QUILL CORPORATION	LIBRARY SUPPLIES	14.95		188462	4/20/16
QUILL CORPORATION	LIBRARY SUPPLIES	10.40		188462	4/20/16
QUILL CORPORATION	LIBRARY SUPPLIES	52.58	208.84	188462	4/20/16
ROY MARTIN	CONTRACT SERVICES-MAY		883.34	188521	4/29/16

Library

Library

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
<i>Library</i> SCHUMACHER ELEVATOR CO	ELEVATOR MAINTENANCE		2,249.75	188477	4/20/16
STATE OF IA DIVISION OF LABOR	ELEVATOR INSPECTION/PERMIT		175.00	188464	4/20/16
TASTE OF HOME BOOKS	SUBSCRIPTION		31.98	188465	4/20/16
TWIN RIVERS ENGINEERING	LIBRARY BOILER/CHILLER		2,895.24	188466	4/20/16
TWO RIVERS GROUP, INC	LIBRARY BOILER/CHILLER		44,175.00	188467	4/20/16
WALTERS SANITARY SERVICE INC	WASTE REMOVAL-LIBRARY		59.62	188468	4/20/16
WAYNE SCHWARTZ	CAR ALLOWANCE-APRIL		250.00	188522	4/29/16
WILLIAM SKARE	CAR ALLOWANCE-MAY		250.00	188523	4/29/16
**** PAID TOTAL ****			82,570.33		
***** REPORT TOTAL *****			82,570.33		

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

050116	04/29/2016	1166 ROY MARTIN				
1		CONTRACT SERVICES-MAY	775.00	600-811-6492	CONTRACT SERVICES	600
2		CONTRACT SERVICES-MAY	108.34	610-816-6492	CONTRACT SERVICES	610
		INVOICE TOTAL	883.34			
		VENDOR TOTAL	883.34			
050116	04/29/2016	2910 JOHN ROUSE				
1		CAR ALLOWANCE APRIL	83.33	110-211-6240	TRAVEL/CONFERENCE EXPENSE	110
2		CAR ALLOWANCE APRIL	83.33	600-812-6240	TRAVEL/CONFERENCE EXPENSE	600
3		CAR ALLOWANCE APRIL	83.34	610-817-6240	TRAVEL/CONFERENCE EXPENSE	610
		INVOICE TOTAL	250.00			
		VENDOR TOTAL	250.00			
050116	04/29/2016	2327 JOHN SLIGHT				
1		CAR ALLOWANCE-MAY	150.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE	001
		INVOICE TOTAL	150.00			
		VENDOR TOTAL	150.00			
050116	04/29/2016	2482 WILLIAM SKARE				
1		CAR ALLOWANCE-MAY	250.00	001-110-6240	TRAVEL/CONF/TRAINING EXP	001
		INVOICE TOTAL	250.00			
		VENDOR TOTAL	250.00			
050116	04/29/2016	3478 JIM ROBBINS PC				
1		LEGAL SERVICES-APRIL	684.00	001-110-6411	LEGAL FEES/POLICE	001
2		LEGAL SERVICES-APRIL	57.00	001-150-6411	FIRE/LEGAL FEES	001
3		LEGAL SERVICES-APRIL	57.00	001-430-6411	LEGAL FEES-PARKS	001
4		LEGAL SERVICES-APRIL	114.00	001-280-6411	AIRPORT/LEGAL FEES	001
5		LEGAL SERVICES-APRIL	3,990.00	001-620-6411	LEGAL FEES/ATTORNEY	001
6		LEGAL SERVICES-APRIL	570.00	110-211-6411	LEGAL FEES	110
7		LEGAL SERVICES-APRIL	114.00	600-810-6411	LEGAL FEES	600
8		LEGAL SERVICES-APRIL	114.00	610-815-6411	LEGAL FEES	610
		INVOICE TOTAL	5,700.00			
		VENDOR TOTAL	5,700.00			
050116	04/29/2016	3562 WAYNE SCHWARTZ				
1		CAR ALLOWANCE-APRIL	62.50	001-620-6407	ENGINEERING FEES/CITY	001

1st Checks

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

	3562	WAYNE SCHWARTZ				
050116	04/29/2016					
2		CAR ALLOWANCE-APRIL	62.50	110-211-6407	ENGINEERING	110
3		CAR ALLOWANCE-APRIL	62.50	600-810-6407	WATER GENERAL ENGINEERING	600
4		CAR ALLOWANCE-APRIL	62.50	610-815-6407	GENERAL ENGINEERING	610
		INVOICE TOTAL	250.00			
		VENDOR TOTAL	250.00			
	2865	LUKE NELSON				
050116	04/29/2016					
1		CAR ALLOWANCE-MAY	100.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE	001
2		CAR ALLOWANCE-MAY	50.00	600-810-6240	TRAVEL/CONFERENCE EXPENSE	600
3		CAR ALLOWANCE-MAY	50.00	610-815-6240	TRAVEL/CONF ADMIN	610
4		CAR ALLOWANCE-MAY	100.00	110-211-6240	TRAVEL/CONFERENCE EXPENSE	110
		INVOICE TOTAL	300.00			
		VENDOR TOTAL	300.00			
		GRAND TOTAL	7,783.34			

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

042916	04/29/2016	320 BOONE CHAMBER OF COMMERCE				
1		BOONE COUNTY GRANT PASSTHROUGH	6,378.00	959-699-6650	PASS THROUGH REIMB	959
		RR REHAB				
		INVOICE TOTAL	6,378.00			
		VENDOR TOTAL	6,378.00			
041516	04/29/2016	2819 KABEL BUSINESS SERVICES				
1		PAYROLL FLEX DEDUCTION	656.58	001-050-2149	FLEX PLAN MANUAL CHECK # 4151600 4/15	0149
2		PAYROLL FLEX DEDUCTION	149.92	110-050-2149	FLEX PLAN MANUAL CHECK # 4151600 4/15	1149
3		PAYROLL FLEX DEDUCTION	353.41	600-050-2149	FLEX PLAN MANUAL CHECK # 4151600 4/15	6049
4		PAYROLL FLEX DEDUCTION	110.08	610-050-2149	FLEX PLAN MANUAL CHECK # 4151600 4/15	6149
5		PAYROLL FLEX DEDUCTION	77.49	740-050-2149	FLEX PLAN MANUAL CHECK # 4151600 4/15	7449
		INVOICE TOTAL	1,347.48			
040116	04/29/2016					
1		PAYROLL FLEX DEDUCTION	656.58	001-050-2149	FLEX PLAN MANUAL CHECK # 4011600 4/01	0149
2		PAYROLL FLEX DEDUCTION	149.92	110-050-2149	FLEX PLAN MANUAL CHECK # 4011600 4/01	1149
3		PAYROLL FLEX DEDUCTION	353.41	600-050-2149	FLEX PLAN MANUAL CHECK # 4011600 4/01	6049
4		PAYROLL FLEX DEDUCTION	110.08	610-050-2149	FLEX PLAN MANUAL CHECK # 4011600 4/01	6149
5		PAYROLL FLEX DEDUCTION	77.49	740-050-2149	FLEX PLAN MANUAL CHECK # 4011600 4/01	7449
		INVOICE TOTAL	1,347.48			
1603836	04/29/2016					
1		FLEX ADMIN FEES	11.85	112-620-6150	INSURANCE/ADMINISTRATION MANUAL CHECK # 4121600 4/12	112
2		FLEX ADMIN FEES	7.90	112-110-6150	GROUP INSURANCE/POLICE MANUAL CHECK # 4121600 4/12	112
3		FLEX ADMIN FEES	3.95	112-410-6150	GROUP INSURANCE/LIBRARY MANUAL CHECK # 4121600 4/12	112
4		FLEX ADMIN FEES	11.85	112-150-6150	GROUP INSURANCE/FIRE MANUAL CHECK # 4121600 4/12	112
5		FLEX ADMIN FEES	7.90	600-810-6150	GROUP INSURANCE/WATER MANUAL CHECK # 4121600 4/12	600
6		FLEX ADMIN FEES	3.95	112-430-6150	GROUP INSURANCE/PARK MANUAL CHECK # 4121600 4/12	112
		INVOICE TOTAL	47.40			
		VENDOR TOTAL	2,742.36			

Manual Checks

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

1603836	04/29/2016	2819 KABEL BUSINESS SERVICES				
042916	04/29/2016	3710 VISIONBANK OF IOWA				
1		RETURN PHONE CASE-WALMART	42.76	001-110-6599	POLICE EQUIP/SUPPLIES	001
2		LIGHTS	99.20	167-110-6507	TOBACCO FUND	167
3		CRIME SCENE TRAINING-HIKIJI	250.00	001-110-6240	TRAVEL/CONF/TRAINING EXP	001
4		FRAZZINO TRIAL	15.31	001-110-6240	TRAVEL/CONF/TRAINING EXP	001
5		FRAZZINO TRIAL	17.54	001-110-6240	TRAVEL/CONF/TRAINING EXP	001
6		FRAZZINO TRIAL	10.53	001-110-6240	TRAVEL/CONF/TRAINING EXP	001
7		FRAZZINO TRIAL	29.56	001-110-6240	TRAVEL/CONF/TRAINING EXP	001
		INVOICE TOTAL	379.38			
		VENDOR TOTAL	379.38			
160401639	04/29/2016	3506 CDS GLOBAL				
1		ON-LINE PAYMENT PROCESSING	120.80	600-810-6499	UB OUTSOURCING MANUAL CHECK # 4011601 4/01	600
2		ON-LINE PAYMENT PROCESSING	120.80	610-815-6499	UB OUTSOURCING MANUAL CHECK # 4011601 4/01	610
		INVOICE TOTAL	241.60			
		VENDOR TOTAL	241.60			
		GRAND TOTAL	9,741.34			
		MANUAL CHCKS	2,983.96			



Alcohol Inspection Form

City of Boone
923 8th Street
Boone, IA 50036

Type of Request: [X] RENEWAL [] NEW LICENSE [] TRANSFER (date)
National SPEEDWAYS of Iowa 1481 223rd Pl Boone IA 50086
Company/Applicant Address City, State Zip
Robert Lambert 987-1200 boonespeedway@hotmail.com
Primary Contact Name Phone e-mail
BB0029659 5/15/16
License Number Expiration

The applicant is responsible for contacting and obtaining signatures of approval. To ensure you meet the deadline for renewal you must schedule your inspection date with the Building Official's Office at (515) 433-0633 at least 30 days in advance of your license expiration date. Please have this form available at your inspection to be initialed by each department. Upon completion promptly return this form to the Administration Office at City Hall to be placed on the City Council Agenda for approval. City Council meetings are held on the 1st and 3rd Monday of every month. In order to be considered for approval at the City Council meeting this form must be turned in 10 days prior to that meeting.

APPLICATIONS SUBMITTED THAT DO NOT MEET THIS DEADLINE WILL NOT BE CONSIDERED UNTIL THE FOLLOWING COUNCIL MEETING.

Applicant Signature [Signature] Co-Applicant [Signature] Date 4-20-16

OFFICE USE ONLY: Following an investigation of persons and properties connected with this Beer or Liquor License application, we submit our opinion for the approval of this application to the Boone City Council. Boone Police Department (515) 432-3456 [X] no objection [] object [Signature] 4-27-16 Notes or comments: Boone Fire Department (515) 432-3446 [X] no objection [] object [Signature] 4/20/16 Notes or comments: Boone Building Official (515) 433-0633 [X] no objection [] object [Signature] 4/25/16 Notes or comments:

Final action by City Council: [] Approve [] Deny Date:



Alcohol Inspection Form

City of Boone
923 8th Street
Boone, IA 50036

Type of Request: [X] RENEWAL [] NEW LICENSE [] TRANSFER (date)
Boone Speedway of Iowa 1451 223rd St Boone IA 50036

Robert Lantieri 987-1220 laonespeedway@hotmail.com
Primary Contact Name Phone e-mail
BC0029427 5/15/16
License Number Expiration

The applicant is responsible for contacting and obtaining signatures of approval. To ensure you meet the deadline for renewal you must schedule your inspection date with the Building Official's Office at (515) 433-0633 at least 30 days in advance of your license expiration date. Please have this form available at your inspection to be initialed by each department. Upon completion promptly return this form to the Administration Office at City Hall to be placed on the City Council Agenda for approval. City Council meetings are held on the 1st and 3rd Monday of every month. In order to be considered for approval at the City Council meeting this form must be turned in 10 days prior to that meeting.

APPLICATIONS SUBMITTED THAT DO NOT MEET THIS DEADLINE WILL NOT BE CONSIDERED UNTIL THE FOLLOWING COUNCIL MEETING.

[Signature] 4-20-16
Applicant Signature Co-Applicant Date

Table with 3 rows for department approvals: Boone Police Department, Boone Fire Department, Boone Building Official. Each row includes contact info, objection checkboxes, initials, and date.

Final action by City Council: [] Approve [] Deny Date:

Jim P. Robbins AT0006583

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

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

ORDINANCE NO. 2226

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 clarify the current City Code as to Operating a Perpetual Care Cemetery.

Section 2. Chapter 115, Section 115.06 is hereby added as follows:

**115.06 OPERATING A PERPETUAL CARE CEMETERY – LINWOOD PARK
CEMETERY**

1. **TRUSTEESHIP.** Pursuant to section 5231.502 of the Code of Iowa, the City of Boone, Iowa in Boone County hereby states its willingness and intention to act as the trustee for the perpetual maintenance of interment spaces in Linwood Park Cemetery.
2. **ESTABLISHMENT OF TRUST FUND.** A perpetual trust is hereby established for Linwood Park Cemetery in accordance with Iowa Code chapter 5231, the Iowa Cemetery Act. A restricted fund is created, to be known and designated as the “perpetual care cemetery fund,” which shall be funded by the deposit of an amount equal to or greater than twenty percent of the gross selling price, or \$50.00, whichever is more, for each sale of each interment space within the cemetery. The fund shall be administered in accordance with the purposes and provisions of Iowa Code chapter 5231.

The perpetual care cemetery fund shall be maintained separate from all other operating funds of the cemetery and the principal of the fund shall not be reduced voluntarily except as specifically permitted by the Iowa Cemetery Act and applicable administrative regulations.

3. **SALE OF INTERMENT RIGHTS.** The sale or transfer of interment rights in the cemetery shall be evidenced by a certificate of internment rights or other instrument evidencing the conveyance of exclusive rights of internment upon payment in full of the purchase price. The agreement for internment rights shall disclose all information required by the Iowa Cemetery Act, including the amount or percentage of money to be placed in the perpetual care cemetery fund.
4. **PERPETUAL CARE REGISTRY.** The cemetery shall maintain a registry of individuals who have purchased internment rights in the cemetery subject to the care fund requirements of the Iowa Cemetery Act, including the amounts deposited in the perpetual care cemetery fund.

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

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

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

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2016.

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

ORDINANCE NO. 171

AN ORDINANCE ADOPTING NEW CHAPTER 171-RENTAL CODE.

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

Section 1. Purpose. To adopt new ‘Chapter 171-Rental Code.

Section 2. Chapter 171-Rental Code is hereby enacted as follows:

Chapter 171

Rental Code

- 171.01 Purpose
- 171.02 Scope
- 171.03 Definitions
- 171.04 Conflicts
- 171.05 Rental Property Restricted
- 171.06 Rental Property Inspections
- 171.07 Fees
- 171.08 Court Order Available

- 171.09 Rental Procedures
- 171.10 Minimum Standards for Rental Units
- 171.11 Minimum Standards for Rental Units Fire Safety
- 171.12 Notice of Violation
- 171.13 Re-inspection Authority
- 171.14 Emergency Order
- 171.15 Violation
- 171.16 Reconsideration
- 171.17 Appeal to Appeals Board
- 171.18 Judicial Review

171.01 PURPOSE. The purpose of this chapter is to protect and promote the health, safety and welfare of those persons renting residential property as well as the general public. This will be accomplished by establishing reasonable minimum requirements for residential rental property within the City limits. The Crime Free Multi-Housing Program is intended to help prevent crime and protect the value of property and the safety of our community.

171.02 SCOPE. The provisions of this chapter apply to all residential rental property within the City limits, used or intended to be used for human occupancy. The following residential structures are exempt from these rules:

- (a) owner-occupied single family dwellings; as long as said unit is occupied by individuals that fit the definition of “family” set forth below;
- (b) hotels, motels;
- (c) state-licensed health and custodial facilities;
- (d) other residential occupancies specifically regulated by state or federal authority;
- (e) fraternity and sorority houses

171.03 DEFINITIONS. The following definitions apply to the interpretation and enforcement of this chapter:

1. “Acceptable” or “approved” means substantial compliance with the provisions of this chapter

2. "Accessory structure" means a detached structure which is not used or intended to be used for living or sleeping by human occupants.
3. "Appeal Board"- Is the Zoning Board of Adjustment for the City of Boone.
4. "Basement" means a story having more than one-half (1/2) of its height below grade, which may, or may not be considered habitable space.
5. "Cellar" means a story having more than one-half (1/2) of its height below grade. Cellar means a space below the first or main floor used or intended to be used for storage or a location for heating equipment and is not considered habitable space.
6. "Complaint Inspection"- as stated in Sections 171.10 and 171.11.
7. "Compliance Officer" means the Building Official/ Fire Chief or designee.
8. " Dwelling" means a structure that contains one or more dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.
9. "Dwelling unit" means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
10. "Egress" means an arrangement of exit routes to provide a means of exit from buildings and/or premises.
11. "Extermination" means the control and elimination of insects, rodents or other pests by eliminating their harboring places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination method approved by the Compliance Officer.
12. "Family" means a person living alone, or any of the following groups living together in a dwelling or dwelling unit and sharing common living, sleeping, cooking, and eating facilities:
 - (a) Any number of people related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship;
 - (b) Three unrelated people;
 - (c) Two unrelated people and any children related to either of them;
 - (d) Not more than eight people who are:
 - (i) Residents of a "Family Home" as defined in Section 414.22 of the Iowa code and this ordinance; or
 - (ii) "Handicapped" as defined in the Fair Housing Act, 42 U.S.C. Section 3602 (h) and this ordinance. This definition does not include those persons currently illegally using or addicted to a "controlled substance" as defined in the Controlled Substances Act, 21 U.S.C. Section 802 (6).

(i) Exceptions - The definition of a "Family" does not include:

 - a. Any society, club, fraternity, sorority, association, lodge, combine, federation, or like organization;
 - b. Any group of individuals whose association is temporary or seasonal in nature; and
 - c. Any group of individuals who are in a group living arrangement as a result of criminal offenses.

13. "Garbage" means the animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food and also means combustible waste material. Garbage also includes paper, rags, cartons, boxes, wood, rubber, and other combustible materials.
14. "Habitable room" means a room or enclosed floor space within a dwelling unit used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, toilet rooms, pantries, laundries, foyers, communicating corridors, closets, storage spaces, stairways and cellars.
15. "Infestation" means the presence within or around a dwelling of any insects, rodents or other pests in such quantities as would be considered unsanitary.
16. "Kitchen" means a habitable room used or intended to be used for cooking or the preparation of meals.
17. "Kitchen sink" means a basin for washing utensils used for cooking, eating and drinking, located in a kitchen and connected to both hot and cold waterlines and properly connected to a sanitary sewer system.
18. "Lavatory" means a hand washing basin which is connected to both hot and cold water lines and properly connected to a sanitary sewer system which is separate and distinct from a kitchen sink.
19. "Mobile home" means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public street and highways and so designed, constructed or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons.
20. "Occupant" means any person, including owner or operator, living in, sleeping in and/or cooking in or having actual possession of a dwelling unit.
21. "Owner" means any person who has custody and/or control of any dwelling or dwelling unit by virtue of a contractual interest in or legal or equitable title to the dwelling or dwelling unit. Owner also means any person who has custody and/or control of any dwelling or dwelling unit as a guardian.
22. "Placard" means a display document showing that the unit for which it is issued has been determined to be unfit for human habitation.
23. "Plumbing" means and includes any and all of the following supplied facilities and equipment: water pipes; garbage disposal units; waste pipes; toilets; sinks; lavatories; bathtubs; shower baths; water heating devices; catch basins; drains; vents and any other similar supplied fixtures, together with all connections to water and sewer lines.
24. "Privacy" means the existence of conditions which will permit a person or persons to carry out an activity commenced without interruption or interference by unwanted persons.
25. "Registration" means notification provided to the Compliance Officer through paper forms or online website submittal that provides owner information of a rental unit and payment of the associated registration fee (see schedule of fees).
26. "Rental Permit" A rental permit shall be a document indicating compliance with the Rental Code at the time of issuance and shall be valid for a specified period of time. The document shall be transferable from one owner or

operator to another at any time prior to its expiration, termination or revocation upon formal notification provided by the new owner to the Compliance Officer.

27. "Substandard" means that it does not comply with any building, electrical, plumbing or mechanical code as adopted by the City of Boone.
28. "Self-Inspection Form" Shall be that form approved by the Compliance Officer and may be modified or changed as said official designates.
29. "Temporary housing" means any tent, trailer, motor home or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to other structures or to any utility system on the same premises for more than thirty (30) days.
30. "Toilets" means a water closet with a bowl and trap made in one piece, which is of such shape and form, and which holds a sufficient quantity of water so that no fecal matter will collect on the surface of the bowl and which is equipped with a flushing rim or flushing rims.

171.04 CONFLICTS. In case where the provisions of this chapter are found to be in conflict with provisions of any zoning, building, fire, safety or health ordinance or code of the City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail. In cases where the provisions of this chapter are found to be in conflict with the provisions of any ordinance or code of the City which establish lower standards for the promotion and protection of health and safety, the provision of this chapter shall be deemed to prevail, and such ordinances or codes are hereby declared to be repealed to the extent that they may be found in conflict with this chapter.

171.05 RENTAL PROPERTY RESTRICTED. No owner or any other person shall rent or allow another person to occupy any dwelling or dwelling unit unless the following are met:

1. The premises must be clean, sanitary, and fit for human occupancy as required by this chapter and applicable State statutes.
2. The owner shall have completed the Annual Self Inspection Report on the form approved by the Compliance Officer. That Annual Report shall be accompanied with any owner information changes and associated fees paid annually.
3. The premises must be registered and a current Rental Permit has been issued for the dwelling.
4. Landlord Education Assistance Program. All property owners who have rental property must complete the Landlord Education Assistance Program (Crime Free Multi-Housing Program) and pay associated fees (see Schedule of Fees).
5. Lead-based Paint. The state of Iowa requires that all rental property owners inform their tenants of lead based paint that exists in the unit being rented. For more information on this requirement please contact the Boone County Health Department.

6. Said occupancy complies with the definition of “family” set forth above. If the occupancy is contrary to the definition of “family” then the Rental Permit shall not be valid for that dwelling or dwelling unit.

171.06 RENTAL PROPERTY INSPECTIONS. Rental properties are required to meet minimum standards established by the Rental Code. To ensure compliance with minimum standards, all rental property in the City will be inspected on a regular basis by the Compliance Officer or their designee. An inspection fee will be charged based upon the number of dwelling units and the frequency of the inspection. The frequency and schedule of inspections shall be:

1. Property owners will be notified of the scheduled inspection date at least 30 days in advance. Property owners may re-schedule inspections when a scheduling conflict exists. Cancellations and reschedules must be requested five (5) working days prior to the scheduled inspection and cancellations made less than five (5) working days prior to the scheduled inspection may be assessed a fee per the schedule of fees.
 - a. The appropriate authority is hereby authorized and directed to request entrance to inspect all dwellings, dwelling units and surrounding premises thereof, subject to the provisions of this chapter, between the hours of eight o'clock (8:00) a.m. and five o'clock (5:00) p.m. for the purposes of determining whether there is compliance with its provisions.
 - b. The appropriate authority and the owner or occupant of a dwelling or, dwelling unit subject to the provision of this chapter, may agree to an inspection by appointment any time.
2. The frequency of inspection is dependent upon the history of compliance with the Rental Code and is as follows:
 - a. Inspection Cycle Criteria. The period of time between regularly scheduled inspections for this Chapter are to be set with consideration of the following factors.
 1. The condition of the property at the time of the most recent inspection(s).
 2. Indications of the likelihood that the property will remain in compliance through the designated period length.
 - b. Regular Inspection Cycles. All properties shall be on a two (2) year inspection cycle and may be eligible for a four (4) year inspection cycle based upon the above criteria. All properties may be placed on a one (1) year inspection cycle based on inability to meet compliance standards.

Newly constructed buildings will automatically be assigned to either a two or four year cycle, depending upon the decision of the Compliance Officer

- c. Extended Inspection Cycles. Two (2) consecutive inspections must meet the criteria below for a property to become eligible for the four (4) year extended inspection cycle. A four year inspection cycle may be granted if:
 - 1. The maximum number of violations in any one (1) unit is less than six (6)
 - 2. The maximum average of violations per unit is less than six (6) per unit
 - 3. All violations (including tenant violations) are remedied by the first re-inspection
 - 4. All mandated certified inspection documentation as required by the International Fire Code (IFC) as adopted by the City of Boone and the minimum fire standards set forth in this Chapter are presented for the property
 - 5. The likelihood conditions are expected to remain in compliance for the duration of a four (4) year cycle.

- d. Basis for Revocation of Extended Cycle. Properties with any of the following characteristics shall lose eligibility to remain on the extended cycle. Properties having been sold, or where the management has changed, may also be assigned to a shorter cycle.
 - 1. Property was not in compliance at the time of re-inspection or required an extension to come into compliance.
 - 2. Property has had founded complaint violations which were not corrected at the time of re-inspection.
 - 3. The number of violations exceeded the maximum allowed during the inspection cycle.
 - 4. Failure to provide access to required inspection areas
 - 5. Failure to provide required information or the provision of false information.
 - 6. Failure to timely complete and file the Annual Self Inspection Report on the form adopted by the Compliance Officer.
 - 7. Failure to pay any fee as required by the Rental Code.
 - 8. Failure to register the property on an annual basis.

- e. Criteria for Assignment to a One (1) Year Inspection Cycle. Properties with any of the following characteristics may be placed on the one-year cycle.
 - 1. Property has nine (9) or more violations in any one unit; exceeds the permissible ratio of nine (9) violations per unit; or

exceeds a total of seventy-five (75) violations regardless of number of units.

2. Property was not in compliance at the time of second re-inspection, or required an extension to correct violations. (In addition, if violations are not corrected at the time of the second re-inspection, the rental license may be suspended for up to six (6) months.)
 3. Property has been tagged as substandard. (Exceptions: if the property has been damaged by fire or an act of nature it may be tagged if unfit for occupancy, but will not become subject to a shortened cycle).
 4. Property has been designated a nuisance, as defined in the City of Boone Municipal Code. Or has not had a prior nuisance designation removed.
 5. Landlord failed to provide required information or provided false documentation.
 6. Founded complaint violations during the one-year cycle which are not corrected at the time of re-inspection shall remain on the one-year cycle.
- f. Criteria for Graduation from a One (1) Year Inspection Cycle. All criteria must be met:
1. Property has met requirements for two consecutive cycles of regular inspections and
 2. No founded complaints for two consecutive cycles were identified and
 3. Property has remained free of nuisance designation for a period of two consecutive cycles and
 4. At the time of inspection a statement, as required under the current International Fire Code as adopted by the City for any fossil fuel-burning heating devices was provided and conditions of the property are such that the unit, as determined by the Compliance Officer or their designee, will remain in compliance for the span of an extended cycle.
- g. Complaint Inspections. Complaint inspections shall be made upon request and coordinated with the tenant making the complaint. Only after a tenant has exhausted efforts with the landlord will a complaint inspection occur. A letter will be sent to the property owner notifying them a complaint has been filed against the property.
- h. Requests for Inspection.
1. When an inspection is made at the request of the owner, an inspection fee shall be charged. (See schedule of fees)
 2. If an inspection is made at the written request of a tenant and the dwelling is found to be in noncompliance, due to an

omission of the owner, such owner shall be responsible for the re-inspection.

3. No inspection shall be conducted at the request of a tenant unless the tenant has first submitted his complaint, in writing, to the landlord, no less than four days before making such complaint to the City.
4. If, after a written complaint by the tenant, the dwelling is found to comply, or if such noncompliance is due to conduct on the part of the tenant, the tenant shall be liable for making the dwelling compliant. The tenant will be responsible for any re-inspection fees.
5. If such costs are not paid by the tenant within thirty days from the date of billing, the City may initiate an action in law or in equity to recover the same, in which event the tenant shall be liable for reasonable attorney fees. No fee shall be charged to the owner for such inspection.
6. In the event an inspection is initiated by the City or at the request of a person other than the owner or tenant, and if the building is found to be in noncompliance, the owner shall be liable for such re-inspection fees following work done to make the dwelling compliant.
7. In the event that on the date of the initial inspection the building complies with the provisions of this Chapter, no fee shall be charged.
8. In the event that on the date of inspection a dwelling fails to comply with the provisions of this Chapter, which necessitates additional inspections, the owner shall be liable for the cost of such re-inspections.
9. All fees required under this chapter shall be paid prior to the issuance or renewal of the Rental Permit.

171.07 FEES. Fees for inspections of rental properties will be set forth by a Resolution of the City Council. The fee schedule will be available upon request

171.08 COURT ORDER AVAILABLE. If the owner, occupant or other person in charge of a dwelling or dwelling unit fails or refuses to permit free access and entry to the structure or premises under said person's control, or any part thereof, with respect to which an inspection authorized by this chapter is sought to be made, the appropriate authority, upon a showing that probable cause exists for the inspection and for the issuance of any order directing compliance with the inspection requirements of this chapter with respect to such dwelling, dwelling unit, rooming unit, multiple dwelling or rooming house, may petition and obtain such order from a court of competent jurisdiction.

171.09 RENTAL PERMIT PROCEDURES

1. Application for Rental Permit. The owner or operator shall file, in duplicate, an application for rental permit with the City of Boone Building Department on application forms provided by the Compliance Officer.
2. Issuance of a Rental Permit. When all provisions of the Rental Code have been complied with by the owner or operator, the City of Boone Compliance Officer or designee shall issue a rental permit upon payment of permit and re-inspection fees, the amount of which shall be established by resolution of the Council.
3. Extension of Rental Permit. Rental permits shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Compliance Officer to remedy any violations cited subsequent to a maintenance inspection, provided a rental application is on file with fees paid.
4. Extension of Rental Permit. Rental permits shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Compliance Officer to remedy any violations cited subsequent to a maintenance inspection provided a rental application is on file with fees paid.
5. Revocation of a Rental Permit. The Compliance Officer shall consider the revocation of a Rental Permit upon a finding of a violation of any provision of the Rental Code.
6. Hearing When a Rental Permit is Denied. Any person whose application for a Rental Permit has been denied may request, and shall be granted, a hearing on the matter before the Appeal Board.

171.10 MINIMUM STANDARD FOR RENTAL UNITS.

1. Every dwelling unit shall have a kitchen room or kitchenette equipped with a working and functioning kitchen sink, containing space capable of properly accommodating a refrigerator and a stove or range with proper access terminals to utilities necessary to operate a refrigerator and a stove or range, and shall include adequate space for the storage and preparation of food.
2. Every dwelling unit shall contain the following working and functioning facilities:
 - a. Toilet
 - b. Bathtub or shower
 - c. Lavatory basin within or adjacent to the room containing the toilet.
3. Every dwelling unit shall be served by a properly working and functioning water heater. Said water heater shall be designed primarily to supply hot water and is equipped with automatic controls limiting water temperature to a maximum of two hundred ten degrees (210°) Fahrenheit as determined by an infrared thermometer so as to permit an adequate amount of water to be drawn

- at every kitchen sink, lavatory basin and bathtub or shower in the, dwelling unit.
4. Every kitchen sink, toilet, lavatory basin and bathtub or shower shall be properly connected to the City water and sanitary sewer systems.
 5. Every dwelling unit shall have access directly to the outside or to a public corridor.
 6. Every dwelling unit shall have at least one (1) operable window or exterior door approved for emergency egress or rescue, in addition to the main outside access door. Said windows or exterior door shall be operable from the inside to provide a full, clear opening without the use of separate tools.
 7. Every dwelling unit shall have heating facilities which are installed pursuant to the codes as adopted by the City of Boone as of that date and are capable of safely and adequately heating all habitable rooms, bathrooms and toilet rooms located therein, to a temperature of at least 68 degrees Fahrenheit.
 8. Every habitable room shall contain at least two (2) separate floor or wall type electrical double convenience outlets which shall be situated a distance apart equivalent to at least twenty-five percent (25%) of the perimeter of the room. Every such outlet and fixture shall be properly and safely installed. Every habitable room, toilet room, laundry room, furnace room, basement and cellar shall contain at least one (1) supplied ceiling or wall type electric light fixture or switch outlet. Every such outlet and fixture shall be properly and safely installed. Temporary wiring or extension cords shall not be used as permanent wiring.
 9. In the case of a mobile home, the home shall be securely anchored by a tie-down device which distributes and transfers the load posed by the unit to appropriate ground anchors so as to resist wind overturning and sliding.
 10. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, guardrail, porch, sidewalk and appurtenances thereto shall be maintained in safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon. Every door, door hinge, door latch and door lock shall be maintained in good and functional condition and every door, when closed, shall fit reasonably well within its frame. Every window, existing storm window, window screen, window latch, window lock and other aperture covering, including its hardware, shall be maintained in good and functional condition and shall fit reasonably well within its frame. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in clean and sanitary condition and where appropriate shall be capable of affording privacy.
 11. All eaves, downspouts and other roof drainage equipment on the premises shall be maintained in a good state of repair and installed so as to direct rainwater away from the structure
 12. Every chimney and every supplied smoke pipe shall be adequately supported, reasonably clean and maintained in a reasonably good state of repair.
 13. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times.

14. The electrical system of every dwelling or accessory structure shall not by reason of overloading, dilapidation, lack of insulation, improper fusing or for any other cause expose the occupants to hazards of electrical shock or fire, and every electrical outlet, switch and fixture shall be maintained in good and safe working condition. The owner or operator shall supply properly sized fuses or equivalent at the beginning of each tenant's occupancy.
15. Every supplied plumbing fixture and water and waste pipe shall be maintained in good and sanitary working condition.
16. Whenever infestation is caused by the failure of the owner to maintain a dwelling in a reasonably rodent-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.
17. No owner shall permit occupancy of the vacant dwelling unit unless it is clean, sanitary and fit for human occupancy.
18. Every owner of a dwelling shall supply adequate facilities for the disposal of garbage which are weather-tight, watertight, rodent proof and insect proof.

171.11 MINIMUM STANDARDS FOR RENTAL UNITS FIRE SAFETY. The minimum standards for rental units fire safety is as follows:

1. Performance Requirements. All rental housing shall be provided with fire protection equipment as follows:
 - a. All dwelling units shall be provided with a sufficient number of fire extinguishers which are approved by the Compliance Officer. Fire extinguishers shall be properly mounted and accessible to all occupants. Fire extinguishers shall comply with National Fire Protection Association. Standard 10. Minimum size shall be 2 ½ lb 2A 10B C. Fire extinguishers shall be equipped with a sight gauge to indicate pressure and shall be maintained in accordance with National Fire Protection Association, Standard 10.
 - b. All dwelling units shall be provided with smoke detectors as defined in the currently adopted International Fire Code. In multiple-unit dwelling there shall be smoke detectors in common hallways accessible to two or more units. Detectors shall also be located in cellars or basements when such cellars or basements are used for storage, laundry equipment or central heating units.

Effective the date this Chapter is adopted and published by the City of Boone, all dwelling units shall be equipped with smoke detectors. When smoke detectors are added or replaced the new smoke detectors shall be dual sensor smoke detectors as defined in Iowa Code Section 100.18 and 661 Iowa Administrative Code 210.1. Effective July 1, 2021 all smoke detectors shall be dual sensor as defined herein.

- c. In accordance with 661 Iowa Administrative Code 210.3(11) Smoke detectors shall be located as follows:
 - i. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of the bedrooms.
 - ii. In each room used for sleeping
 - iii. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwelling unit with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower is less than one story below the upper level.

All new smoke detectors are required to be a “Dual Sensor Smoke Detector” as defined in 661 Iowa Administrative Code 210.1:

“Dual Sensor Smoke Detector” means a smoke detector which contains both an ionization sensor and a photoelectric sensor and which is designed to detect and trigger an alarm in response to smoke detected through either sensing devise, or a smoke detector which has at least two sensors and is listed to Underwriters Laboratory Standard 217. Single and Multiple Station Smoke Alarms, or to another standard approved by the state fire marshal.

- 2. Carbon Monoxide Alarms. Effective the date this Chapter is adopted and published by the City of Boone, all new registered dwelling units that have attached garages or within which fuel-fired appliances exist, shall have an approved carbon monoxide alarm installed outside of each separate sleeping area in the immediate vicinity of the bedrooms. Single station carbon monoxide alarms shall be listed as complying with UL 2034 and shall be installed in accordance with this Code and the manufacturer’s installation instructions. Dual sensor smoke detectors that have carbon monoxide and smoke detection sensors which are listed to UL 2034 and UL 217, shall be allowed.
- 3. Every floor above the first story used for human occupancy shall meet the exit requirements of the current International Residential Code or International Building Code. If the structure cannot meet such exit requirements because it has only one approved means of egress, fire escape stairs will be permitted to serve as part of the second approved means of egress, provided such second means of egress meets all of the following performance standards in addition to all other requirements for a means of egress:
 - a. There must be access to the fire escape stairs from each dwelling unit on each story served by the fire escape stairs, by means of either an approved exit or an approved balcony.
- 4. Nothing contained in this section shall be construed to vary the provisions of

the IRC or IBC requiring emergency escape or rescue windows in every sleeping room, or the provisions of sections 310-312 regarding access to dwelling units and between the various rooms of dwelling units.

5. Structural requirements.

- a. Fire escape stairs must not pass in front of any building opening below the unit being served.
- b. The means of activating the escape device must be accessible to the rental unit or balcony.
- c. Installation of fire escape stairs must not cause a person to pass within six feet of external electrical wiring.
- d. Fire escape stairways and balconies must meet the requirements of the currently adopted International Building Code.
- e. Fire escape stairs must reach the ground or be equipped with counterbalanced extensions which will allow them to extend to the ground.

6. Acceptability criteria. Acceptability criteria are the same as performance and structural requirements. In addition, fire escapes must be kept clear and unobstructed and must be in good operating order.

171.12 NOTICE OF VIOLATION and ORDER TO CORRECT, REPAIR and COMPLY. Whenever the appropriate authority determines that any dwelling or dwelling unit or the premises surrounding the same, fails to meet the requirements set forth in this chapter or in applicable rules and regulations issued pursuant hereto, the appropriate authority shall issue a notice setting forth the alleged failures and advising the owner, tenant, occupant, operator or agent thereof that such failures must be corrected. Such notice shall:

1. Be in writing and subsequent to the inspection;
2. Set forth the alleged violations of this chapter or of the applicable rules and regulations issued pursuant hereto;
3. Describe the dwelling or dwelling unit where the violations are alleged to exist or to have been committed;
4. Provide a reasonable time, usually not in excess of seven (7) days considering the nature of the corrective work, in which to accomplish such correction;
5. Be served upon the owner, occupant, operator or agent of the dwelling or dwelling unit personally or by registered mail, return receipt requested, addressed to the last known place of residence of the owner, occupant, operator or agent. If one or more persons to whom such notice is addressed cannot be found after diligent effort to do so, service may be made upon such person or persons by posting a notice in or about the dwelling or dwelling unit or rooming unit described in the notice, or by causing such notice to be published in a newspaper of general circulation once each week for two (2) consecutive weeks.

6. Whenever an owner or tenant fails to comply with the Compliance Officer's notice to correct, repair and comply, the Compliance Officer shall, if deemed necessary, order the premises vacated. This denial to occupy order shall be personally served upon the owner and tenant or mailed to them by certified mail, with return receipt requested. The Compliance Officer's notice to correct, repair and comply order shall be effective seven (7) days after receipt of the notice by the owner and tenant.
7. When repairs are completed properly, after a re-inspection a Rental Permit will be issued to the owner. The Rental Permit is valid until the next inspection and is transferable to a new owner. However, the certificate may be revoked if new violations occur between inspection periods and are not corrected.

171.13 REINSPECTION AUTHORIZED. At the end of the period of time allowed for the correction of any alleged violation, the appropriate authority may re-inspect the dwelling, dwelling unit or rooming unit described in the notice.

171.14 EMERGENCY ORDERS. Whenever the Compliance Officer, in the enforcement of this chapter, finds in or about a dwelling or dwelling unit conditions that pose an immediate and serious threat to the health, welfare or safety of the occupants or the general public, the Compliance Officer shall give to the owner and occupants of the premises a written order to vacate. This order shall be served personally upon the owner and tenant or by certified mail with return receipt requested to the owner and tenant. This notice shall explain each and every violation of this chapter that exists. The Compliance Officer shall post upon the dwelling or dwelling unit a placard designating the dwelling or dwelling unit has been determined unfit for human habitation. No dwelling or dwelling unit which has been placarded shall be again used for human habitation until written approval is secured from the Compliance Officer and such placard has been removed by the Compliance Officer. The Compliance Officer shall remove such placard whenever the violations have been eliminated.

171.15 VIOLATION. Any violation of or failure to comply with the provisions of this chapter shall be a violation of this Code of Ordinances. Each violation of or failure to comply with the provisions of this chapter shall be deemed a separate offense.

171.16 RECONSIDERATION.

1. Any person aggrieved by a notice or order issued pursuant to this chapter may apply for a reconsideration of such notice or order within thirty (30) days after it has been issued. The appeal is sent to the City of Boone Building Department, 923 8th St., PO Box 550 Boone, IA 50036 (515-432-0633). This must indicate that the compliance officer has incorrectly interpreted a requirement of the code. The appeal must be completed on an appeal form. A filing fee will be charged as determined by the fee schedule approved by the City Council. Appellant will be notified of the hearing

date, time and location upon receipt of a compliant appeal application. The appeal will be heard by the Appeal Board.

2. The appropriate authority shall set a time and place for an informal conference on the matter within ten (10) days of the receipt of such application, and shall advise the applicant in writing of such time and place.
3. At the informal conference, the applicant shall be permitted to present to one or more representatives of the appropriate authority the grounds for believing that the notice or order should be revoked or modified.
4. Within ten (10) days following the close of the informal conference, the appropriate authority shall advise the applicant whether or not the notice or order will be modified or set aside.

171.17 APPEAL TO APPEALS BOARD.

1. Any person aggrieved by a notice or order issuance pursuant to this chapter, or after an informal conference on reconsideration, may file a petition with the Appeal Board setting forth the reasons for contesting such notice or order. Such petition shall be filed within thirty (30) days after the notice or order is issued or thirty (30) days after the results of the informal conference on reconsideration.
2. Upon receipt of a valid petition, the Board shall grant the hearing requested and shall advise the petitioner in writing of the date, time and place of the hearing within thirty (30) days of the day on which the petition was received. If such hearing is granted, it shall occur within sixty (60) days of the date of petition therefor, and written notice thereof shall be given to the petitioner not more than thirty (30) days or less than ten (10) days prior thereto. At the hearing, the petitioner shall be given an opportunity to show cause why the notice or order should be modified or withdrawn or why the period of time permitted for compliance therewith should be extended.
3. The Board shall have the power to affirm, modify or revoke the notice or order and may grant an extension of time for the performance of any act required pursuant thereto.

171.18 JUDICIAL REVIEW. Any person who has sought and who claims to be aggrieved by the final decision of the Appeal Board may obtain judicial review by filing a petition for writ of certiorari in a court of competent jurisdiction within thirty (30) days of the announcement of such decision praying that the decision be set aside in whole or in part.. A copy of each petition so filed shall be forthwith transmitted to the Appeal Board, which shall file in a court a record of the proceedings upon which it based its decision. Upon the filing of such record, the court shall affirm, modify, or vacate, in whole or in part, the decision. The findings of the Appeal Board with respect to questions of fact shall be sustained if supported by substantial evidence on the record, considered as a whole.

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

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

Section 5: In addition, the Boone City Council acknowledges that it will take some time to implement the provisions of this Ordinance particularly as it relates to the inspections and Crime Free Housing education. Accordingly, it is expected that beginning July 1, 2016 all rental units will begin the registration process and that will be completed by January 1, 2017. It will be after January 1, 2017 that actual inspections will take place and Rental Permits issued. There will also be a period of time required for landlords to complete the Crime Free Housing educational program but landlords should enroll in that program immediately. Because of the time required to implement this Ordinance the Compliance Officer shall have the authority to issue “temporary rental permits” to landlords who register their property and who have applied for the Crime Free Housing program. This authority for a “temporary rental permit” shall only continue for such period of time as is required for the Compliance Officer to inspect all registered properties and the landlords have all had the opportunity to attend and complete the Crime Free Housing program.

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

Passed and adopted this _____ day of _____, 2016.

John Slight-Mayor

Attest:

Ondrea Elmquist City Clerk

ORDINANCE NO. 171

AN ORDINANCE ADOPTING NEW CHAPTER 171-RENTAL CODE.

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

Section 1. Purpose. To adopt new ‘Chapter 171-Rental Code.

Section 2. Chapter 171-Rental Code is hereby enacted as follows:

Chapter 171

Rental Code

- 171.01 Purpose
- 171.02 Scope
- 171.03 Definitions
- 171.04 Conflicts
- 171.05 Rental Property Restricted
- 171.06 Rental Property Inspections
- 171.07 Fees
- 171.08 Court Order Available

- 171.09 Rental Procedures
- 171.10 Minimum Standards for Rental Units
- 171.11 Minimum Standards for Rental Units Fire Safety
- 171.12 Notice of Violation
- 171.13 Re-inspection Authority
- 171.14 Emergency Order
- 171.15 Violation
- 171.16 Reconsideration
- 171.17 Appeal to Appeals Board
- 171.18 Judicial Review

171.01 PURPOSE. The purpose of this chapter is to protect and promote the health, safety and welfare of those persons renting residential property as well as the general public. This will be accomplished by establishing reasonable minimum requirements ~~from for residential~~ rental property within the City limits. The Crime Free Multi-Housing Program ~~Crime~~ is intended to help prevent crime ~~prevention protects~~ and protect the value of property and the safety of our community.

171.02 SCOPE. The provisions of this chapter apply to all residential rental property within the City limits, used or intended to be used for human occupancy. The following residential structures are exempt from these rules:

- (a) owner-occupied single family dwellings; as long as said unit is occupied by individuals that fit the definition of “family” set forth below;
- (b) hotels, motels;
- (c) state-licensed health and custodial facilities;
- (d) other residential occupancies specifically regulated by state or federal authority;
- (e) fraternity and sorority houses

171.03 DEFINITIONS. The following definitions apply to the interpretation and enforcement of this chapter:

1. “Acceptable” or “approved” means substantial compliance with the provisions of this chapter

2. "Accessory structure" means a detached structure which is not used or intended to be used for living or sleeping by human occupants.
3. "Appeal Board"- Is the Zoning Board of Adjustment for the City of Boone.
4. "Basement" means a story having ~~a part but not~~ more than one-half (1/2) of its height below grade, which may, or may not be considered habitable space.
5. "Cellar" means a story having more than one-half (1/2) of its height below grade. Cellar means a space below the first or main floor used or intended to be used for storage or a location for heating equipment and is not considered habitable space.
6. "Complaint Inspection"- as stated in Sections 171.10 and 171.11.
7. "Compliance Officer" means the Building Official/ Fire Chief ~~or designee or~~ designee.
8. "Dwelling" means a structure that contains one or more dwelling units used, intended or designed to be used, rented, leased, let or hired out to be occupied for living purposes.
9. "Dwelling unit" means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
10. "Egress" means an arrangement of exit routes to provide a means of exit from buildings and/or premises.
11. "Extermination" means the control and elimination of insects, rodents or other pests by eliminating their harboring places; by removing or making inaccessible materials that may serve as their food; by poisoning, spraying, fumigating, trapping or by any other recognized and legal pest elimination method approved by the Compliance Officer.
12. "Family" means a person living alone, or any of the following groups living together in a dwelling or dwelling unit and sharing common living, sleeping, cooking, and eating facilities:
 - (a) Any number of people related by blood, marriage, adoption, guardianship or other duly-authorized custodial relationship;
 - (b) Three unrelated people;
 - (c) Two unrelated people and any children related to either of them;
 - (d) Not more than eight people who are:
 - (i) Residents of a "Family Home" as defined in Section 414.22 of the Iowa code and this ordinance; or
 - (ii) "Handicapped" as defined in the Fair Housing Act, 42 U.S.C. Section 3602 (h) and this ordinance. This definition does not include those persons currently illegally using or addicted to a "controlled substance" as defined in the Controlled Substances Act, 21 U.S.C. Section 802 (6).
 - (i) Exceptions - The definition of a "Family" does not include:
 - a. Any society, club, fraternity, sorority, association, lodge, combine, federation, -or like organization;
 - b. Any group of individuals whose association is temporary or seasonal in nature; and
 - c. Any group of individuals who are in a group living arrangement as a result of criminal offenses.

13. "Garbage" means the animal or vegetable waste resulting from the handling, preparation, cooking and consumption of food and also means combustible waste material. Garbage also includes paper, rags, cartons, boxes, wood, excelsior, rubber, ~~either~~ and other combustible materials.
14. "Habitable room" means a room or enclosed floor space within a dwelling unit used or intended to be used for living, sleeping, cooking or eating purposes, excluding bathrooms, toilet rooms, pantries, laundries, foyers, communicating corridors, closets, storage spaces, stairways and cellars.
15. "Infestation" means the presence within or around a dwelling of any insects, rodents or other pests in such quantities as would be considered unsanitary.
16. "Kitchen" means a habitable room used or intended to be used for cooking or the preparation of meals.
17. "Kitchen sink" means a basin for washing utensils used for cooking, eating and drinking, located in a kitchen and connected to both hot and cold waterlines and properly connected to a sanitary sewer system.
18. "Lavatory" means a hand washing basin which is connected to both hot and cold water lines and properly connected to a sanitary sewer system which is separate and distinct from a kitchen sink.
19. "Mobile home" means any vehicle without motive power used or so manufactured or constructed as to permit its being used as a conveyance upon the public street and highways and so designed, constructed or reconstructed as will permit the vehicle to be used as a place for human habitation by one or more persons.
20. "Occupant" means any person, including owner or operator, living in, sleeping in and/or cooking in or having actual possession of a dwelling unit.
21. "Owner" means any person who has custody and/or control of any dwelling or dwelling unit by virtue of a contractual interest in or legal or equitable title to the dwelling or dwelling unit. Owner also means any person who has custody and/or control of any dwelling or dwelling unit as a guardian.
22. "Placard" means a display document showing that the unit for which it is issued has been determined to be unfit for human habitation.
23. "Plumbing" means and includes any and all of the following supplied facilities and equipment: water pipes; garbage disposal units; waste pipes; toilets; sinks; lavatories; bathtubs; shower baths; water heating devices; catch basins; drains; vents and any other similar supplied fixtures, together with all connections to water and sewer lines.
24. "Privacy" means the existence of conditions which will permit a person or persons to carry out an activity commenced without interruption or interference by unwanted persons.
- ~~25.~~ 25. "Registration" means notification provided to the Compliance Officer through paper forms or online website submittal that provides owner information of a rental unit and payment of the associated registration fee (see schedule of fees).
- ~~25.~~ 26. "Rental Permit" —A rental permit shall be a document indicating compliance with the Rental Code at the time of issuance and shall be valid for a specified period of time. The document shall be transferable from one

owner or operator to another at any time prior to its expiration, termination or revocation upon formal notification provided by the new owner to the Compliance Officer.

~~26.~~27. “Substandard” means that it does not comply with any building, electrical, plumbing or mechanical code as adopted by the City of Boone.

~~27.~~28. “Self-Inspection Form” Shall be that form approved by the Compliance Officer and may be modified or changed as said official designates.

~~28.~~29. “Temporary housing” means any tent, trailer, motor home or other structure used for human shelter which is designed to be transportable and which is not attached to the ground, to other structures or to any utility system on the same premises for more than thirty (30) days.

~~29.~~30. “Toilets” means a water closet with a bowl and trap made in one piece, which is of such shape and form, and which holds a sufficient quantity of water so that no fecal matter will collect on the surface of the bowl and which is equipped with a flushing rim or flushing rims.

171.04 CONFLICTS. In case where the provisions of this chapter are found to be in conflict with provisions of any zoning, building, fire, safety or health ordinance or code of the City, the provision which establishes the higher standards for the promotion and protection of the health and safety of the people shall prevail. In cases where the provisions of this chapter are found to be in conflict with the provisions of any ordinance or code of the City which establish lower standards for the promotion and protection of health and safety, the provision of this chapter shall be deemed to prevail, and such ordinances or codes are hereby declared to be repealed to the extent that they may be found in conflict with this chapter.

171.05 RENTAL PROPERTY RESTRICTED. No owner or any other person shall rent or allow another person to occupy any dwelling or dwelling unit unless the following are met:

1. The premises must be clean, sanitary, and fit for human occupancy as required by this chapter and applicable State statutes.
2. The owner shall have completed the Annual Self Inspection Report on the form approved by the Compliance Officer. That Annual Report shall be accompanied with any owner information changes and associated fees paid annually.
3. The premises must be registered and a current Rental Permit has been issued for the dwelling.
4. ~~The owner shall have completed the Annual Self Inspection Report on the form approved by the Compliance Officer.~~
5. Landlord Education Assistance Program. All property owners who have rental property must complete the Landlord Education Assistance Program (Crime Free Multi-Housing Program) and pay associated fees (see Schedule of Fees). ~~The program is \$25 per person and provides tools and techniques rental property owners and managers can use to keep drugs and illegal~~

~~activates off rental property. Crime prevention protects the value of property and the safety of our community.~~

6. Lead-based Paint. The state of Iowa requires that all rental property owners inform their tenants of lead based paint that exists in the unit being rented. For more information on this requirement please contact the Boone County Health Department.
7. Said occupancy complies with the definition of “family” set forth -above. If the occupancy is contrary to the definition of “family” then the Rental Permit shall not be ~~issued~~ valid for that dwelling or dwelling unit.

171.06 RENTAL PROPERTY INSPECTIONS. Rental properties are required to meet minimum standards established by the Rental Code. To ensure compliance with minimum standards, all rental property in the ~~city~~ City will be inspected on a regular basis by the Compliance Officer or their designee. An inspection fee will be charged based upon the number of dwelling units and the frequency of the inspection. The frequency and schedule of inspections shall be:

1. Property owners will be notified of the scheduled inspection date at least 30 days in advance. Property owners may re-schedule inspections when a scheduling conflict exists. Cancellations and reschedules must be requested five (5) working days prior to the scheduled inspection and cancellations made less than five (5) working days prior to the scheduled inspection may be assessed a fee per the schedule of fees.
 - a. The appropriate authority is hereby authorized and directed to request entrance to inspect all dwellings, dwelling units and surrounding premises thereof, subject to the provisions of this chapter, between the hours of eight o’clock (8:00) a.m. and five o’clock (5:00) p.m. for the purposes of determining whether there is compliance with its provisions.
 - b. The appropriate authority and the owner or occupant of a dwelling or, dwelling unit subject to the provision of this chapter, may agree to an inspection by appointment any time.
2. The frequency of inspection is ~~essentially~~ dependent upon the history of compliance with the Rental Code and is as follows:
 - a. Inspection Cycle Criteria. The period of time between regularly scheduled inspections for this Chapter are to be set with consideration of the following factors.
 1. The condition of the property at the time of the most recent inspection(s).
 2. Indications of the likelihood that the property will remain in compliance through the designated period length.

- b. Regular Inspection Cycles. All properties shall be on a two (2) year inspection cycle and may be eligible for a four (4) year inspection cycle based upon the above criteria. All properties may be placed on a one (1) year inspection cycle based on inability to meet compliance standards.

Newly constructed buildings will automatically be assigned to either a two or four year cycle, depending upon the decision of the Compliance Officer

- c. Extended Inspection Cycles. Two (2) consecutive inspections must meet the criteria below for a property to become eligible for the four (4) year extended inspection cycle. A four year inspection cycle may be granted if:

- 1. The maximum number of violations in any one (1) unit is less than six (6)
- 2. The maximum average of violations per unit is less than six (6) per unit
- 3. All violations (including tenant violations) are remedied by the first re-inspection
- 4. All mandated certified inspection documentation as required by the International Fire Code (IFC) as adopted by the City of Boone and the minimum fire standards set forth in this Chapter are presented for the property
- 5. The likelihood conditions are expected to remain in compliance for the duration of a four (4) year cycle.

- d. Basis for Revocation of Extended Cycle. Properties with any of the following characteristics shall lose eligibility to remain on the extended cycle. Properties having been sold, or where the management has changed, may also be assigned to a shorter cycle.

- 1. Property was not in compliance at the time of re-inspection or required an extension to come into compliance.
- 2. Property has had founded complaint violations which were not corrected at the time of re-inspection.
- 3. The number of violations exceeded the maximum allowed during the inspection cycle.
- 4. Failure to provide access to required inspection areas
- 5. Failure to provide required information or the provision of false information.
- 6. Failure to timely complete and file the Annual Self Inspection Report on the form adopted by the Compliance Officer.
- 7. Failure to pay any fee as required by the Rental Code.
- 8. Failure to register the property on an annual basis.

- e. Criteria for Assignment to a One (1) Year Inspection Cycle. Properties with any of the following characteristics may be placed on the one-year cycle.
 - 1. Property has nine (9) or more violations in any one unit; exceeds the permissible ratio of nine (9) violations per unit; or exceeds a total of seventy-five (75) violations regardless of number of units.
 - 2. Property was not in compliance at the time of second re-inspection, or required an extension to correct violations. (In addition, if violations are not corrected at the time of the second re-inspection, the rental license may be suspended for up to six (6) months.)
 - 3. Property has been tagged as substandard. (Exceptions: if the property has been damaged by fire or an act of nature it may be tagged if unfit for occupancy, but will not become subject to a shortened cycle).
 - 4. Property has been designated a nuisance, as defined in the City of Boone Municipal Code. Or has not had a prior nuisance designation removed.
 - 5. Landlord failed to provide required information or provided false documentation.
 - 6. Founded complaint violations during the one-year cycle which are not corrected at the time of re-inspection shall remain on the one-year cycle.

- f. Criteria for Graduation from a One (1) Year Inspection Cycle. All criteria must be met:
 - 1. Property has met requirements for two consecutive cycles of regular inspections and
 - 2. No founded complaints for two consecutive cycles were identified and
 - 3. Property has remained free of nuisance designation for a period of two consecutive cycles and
 - 4. At the time of inspection a statement, as required under the current International Fire Code as adopted by the City for any fossil fuel-burning heating devices was provided and conditions of the property are such that the unit, as determined by the Compliance Officer or their designee, will remain in compliance for the span of an extended cycle.

- g. Complaint Inspections. Complaint inspections shall be made upon request and coordinated with the tenant making the complaint. Only after a tenant has exhausted efforts with the landlord will a complaint inspection occur. A letter will be sent to the property owner notifying them a complaint has been filed against the property.

h. Requests for Inspection.

1. When an inspection is made at the request of the owner, an inspection fee shall be charged. (See schedule of fees)
2. If an inspection is made at the written request of a tenant and the dwelling is found to be in noncompliance, due to an omission of the owner, such owner shall be responsible for the re-inspection.
3. No inspection shall be conducted at the request of a tenant unless the tenant has first submitted his complaint, in writing, to the landlord, no less than four days before making such complaint to the ~~city~~City.
4. If, after a written complaint by the tenant, the dwelling is found to comply, or if such noncompliance is due to conduct on the part of the tenant, the tenant shall be liable for making the dwelling compliant. The tenant will be responsible for any re-inspection fees.
5. If such costs are not paid by the tenant within thirty days from the date of billing, the City may initiate an action in law or in equity to recover the same, in which event the tenant shall be liable for reasonable attorney fees. No fee shall be charged to the owner for such inspection.
6. In the event an inspection is initiated by the City or at the request of a person other than the owner or tenant, and if the building is found to be in noncompliance, the owner shall be liable for such re-inspection fees following work done to make the dwelling compliant.
7. In the event that on the date of the initial inspection the building complies with the provisions of this Chapter, no fee shall be charged.
8. In the event that on the date of inspection a dwelling fails to comply with the provisions of this Chapter, which necessitates additional inspections, the owner shall be liable for the cost of such re-inspections.
9. All fees required under this chapter shall be paid prior to the issuance or renewal of the Rental Permit ~~and Structure Compliance certificate~~.

171.07 FEES. Fees for inspections of rental properties will be set forth by a Resolution of the City Council. The fee schedule will be available upon request

171.08 COURT ORDER AVAILABLE. If the owner, occupant or other person in charge of a dwelling or dwelling unit fails or refuses to permit free access and entry to the structure or premises under said person's control, or any part thereof, with respect to which an inspection authorized by this chapter is sought to be made, the appropriate authority, upon a showing that probable cause exists for the inspection and for the

issuance of any order directing compliance with the inspection requirements of this chapter with respect to such dwelling, dwelling unit, rooming unit, multiple dwelling or rooming house, may petition and obtain such order from a court of competent jurisdiction.

171.09 RENTAL PERMIT PROCEDURES

1. Application for ~~rental~~ Rental Permit. The owner or operator shall file, in duplicate, an application for rental permit with the City of Boone Building Department on application forms provided by the Compliance Officer.
2. Issuance of a Rental Permit. When all provisions of the Rental Code have been complied with by the owner or operator, the City of Boone Compliance Officer or designee shall issue a rental permit upon payment of permit and re-inspection fees, the amount of which shall be established by resolution of the Council.
- ~~2.3.~~ Extension of Rental Permit. Rental permits shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Compliance Officer to remedy any violations cited subsequent to a maintenance inspection, provided a rental application is on file with fees paid.
- ~~3.4.~~ Extension of Rental Permit. Rental permits shall be valid through the expiration date contained thereon. However, extensions shall be granted to cover any time period between the stated expiration date and the period of time permitted by the Compliance Officer to remedy any violations cited subsequent to a maintenance inspection provided a rental application is on file with fees paid.
- ~~4.5.~~ Revocation of a Rental Permit. The ~~building Official/Fire Chief~~ Compliance Officer shall consider the revocation of a Rental Permit upon a finding of a violation of any provision of the Rental Code.
- ~~5.6.~~ Hearing When a Rental Permit is Denied. Any person whose application for a ~~certificate of structure compliance or rental~~ Rental permit ~~Permit~~ has been denied may request, and shall be granted, a hearing on the matter before the Appeal Board.

171.10 MINIMUM STANDARD FOR RENTAL UNITS.

1. Every dwelling unit shall have a kitchen room or kitchenette equipped with a working and functioning kitchen sink, containing space capable of properly accommodating a refrigerator and a stove or range with proper access terminals to utilities necessary to operate a refrigerator and a stove or range, and shall include adequate space for the storage and preparation of food.
2. Every dwelling unit shall contain the following working and functioning facilities:

- a. Toilet
 - b. Bathtub or shower
 - c. Lavatory basin within or adjacent to the room containing the toilet.
3. Every dwelling unit shall be served by a properly working and functioning water heater. Said water heater shall be designed primarily to supply hot water and is equipped with automatic controls limiting water temperature to a maximum of two hundred ten degrees (210°) Fahrenheit as determined by an infrared thermometer so as to permit an adequate amount of water to be drawn at every kitchen sink, lavatory basin and bathtub or shower in the, dwelling unit.
4. Every kitchen sink, toilet, lavatory basin and bathtub or shower shall be properly connected to the City water and sanitary sewer systems.
5. Every dwelling unit shall have access directly to the outside or to a public corridor.
6. Every dwelling unit shall have at least one (1) operable window or exterior door approved for emergency egress or rescue, in addition to the main outside access door. Said windows or exterior door shall be operable from the inside to provide a full, clear opening without the use of separate tools.
7. Every dwelling unit shall have heating facilities which are installed pursuant to the codes as adopted by the City of Boone as of that date and are capable of safely and adequately heating all habitable rooms, bathrooms and toilet rooms located therein, to a temperature of at least 68 degrees Fahrenheit.
8. Every habitable room shall contain at least two (2) separate floor or wall type electrical double convenience outlets which shall be situated a distance apart equivalent to at least twenty-five percent (25%) of the perimeter of the room. Every such outlet and fixture shall be properly and safely installed. Every habitable room, toilet room, laundry room, furnace room, basement and cellar shall contain at least one (1) supplied ceiling or wall type electric light fixture or switch outlet. Every such outlet and fixture shall be properly and safely installed. Temporary wiring or extension cords shall not be used as permanent wiring.
9. In the case of a mobile home, the home shall be securely anchored by a tie-down device which distributes and transfers the load posed by the unit to appropriate ground anchors so as to resist wind overturning and sliding.
10. Every foundation, roof, floor, wall, ceiling, stair, step, elevator, handrail, guardrail, porch, sidewalk and appurtenances thereto shall be maintained in safe and sound condition and shall be capable of supporting the loads that normal use may cause to be placed thereon. Every door, door hinge, door latch and door lock shall be maintained in good and functional condition and every door, when closed, shall fit reasonably well within its frame. Every window, existing storm window, window screen, window latch, window lock and other aperture covering, including its hardware, shall be maintained in good and functional condition and shall fit reasonably well within its frame. Every interior partition, wall, floor, ceiling and other interior surface shall be maintained so as to permit it to be kept in clean and sanitary condition and where appropriate shall be capable of affording privacy.

11. All eaves, downspouts and other roof drainage equipment on the premises shall be maintained in a good state of repair and installed so as to direct rainwater away from the structure
12. Every chimney and every supplied smoke pipe shall be adequately supported, reasonably clean and maintained in a reasonably good state of repair.
13. Every means of egress shall be maintained in good condition and shall be free of obstruction at all times.
14. The electrical system of every dwelling or accessory structure shall not by reason of overloading, dilapidation, lack of insulation, improper fusing or for any other cause expose the occupants to hazards of electrical shock or fire, and every electrical outlet, switch and fixture shall be maintained in good and safe working condition. The owner or operator shall supply properly sized fuses or equivalent at the beginning of each tenant's occupancy.
15. Every supplied plumbing fixture and water and waste pipe shall be maintained in good and sanitary working condition.
16. Whenever infestation is caused by the failure of the owner to maintain a dwelling in a reasonably rodent-proof or reasonably insect-proof condition, extermination shall be the responsibility of the owner.
17. No owner shall permit occupancy of the vacant dwelling unit unless it is clean, sanitary and fit for human occupancy.
18. Every owner of a dwelling shall supply adequate facilities for the disposal of garbage which are weather-tight, watertight, rodent proof and insect proof.

171.11 MINIMUM STANDARDS FOR RENTAL UNITS FIRE SAFETY. The minimum standards for rental units fire safety is as follows:

1. Performance Requirements. All rental housing shall be provided with fire protection equipment as follows:
 - a. All dwelling units shall be provided with a sufficient number of fire extinguishers which are approved by the ~~fire marshal~~ Compliance Officer. Fire extinguishers shall be properly mounted and accessible to all occupants. Fire extinguishers shall comply with National Fire Protection Association. Standard 10. Minimum size shall be 2 ½ lb 2A 10B C. Fire extinguishers shall be equipped with a sight gauge to indicate pressure and shall be maintained in accordance with National Fire Protection Association, Standard 10.
 - b. All dwelling units shall be provided with smoke detectors as defined in the currently adopted International Fire Code. In multiple-unit dwelling there shall be smoke detectors in common hallways accessible to two or more units. Detectors shall also be located in cellars or basements when such cellars or basements are used for storage, laundry equipment or central heating units.

Effective the date this Chapter is adopted and published by the City of Boone, all dwelling units shall be equipped with smoke

detectors. When smoke detectors are added or replaced the new smoke detectors shall be dual sensor smoke detectors as defined in Iowa Code Section 100.18 and 661 Iowa Administrative Code 210.1. Effective July 1, 2021 all smoke detectors shall be dual sensor as defined herein.

~~Effective the date this Chapter is adopted and published by the City of Boone, all dwelling units that have attached garages or within which fuel fired appliances exist, shall have an approved carbon monoxide alarm installed outside of each separate sleeping area in the immediate vicinity of the bedrooms. Single station carbon monoxide alarms shall be listed as complying with UL 2034 and shall be installed in accordance with this code and the manufacturer's installation instructions. Dual sensor smoke detectors that have carbon monoxide and smoke detection sensors which are listed to UL 2034 and UL 217, shall be allowed.~~

- c. In accordance with 661 Iowa Administrative Code 210.3(11) Smoke detectors shall be located as follows:
 - i. On the ceiling or wall outside of each separate sleeping area in the immediate vicinity of the bedrooms.
 - ii. In each room used for sleeping
 - iii. In each story within a dwelling unit, including basements but not including crawl spaces and uninhabitable attics. In dwelling unit with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower is less than one story below the upper level.

All new smoke detectors are required to be a “Dual Sensor Smoke Detector” as defined in 661 Iowa Administrative Code 210.1:

“Dual Sensor Smoke Detector” means a smoke detector which contains both an ionization sensor and a photoelectric sensor and which is designed to detect and trigger an alarm in response to smoke detected through either sensing devise, or a smoke detector which has at least two sensors and is listed to Underwriters Laboratory Standard 217. Single and Multiple Station Smoke Alarms, or to another standard approved by the state fire marshal.

2. Carbon Monoxide Alarms. Effective the date this Chapter is adopted and published by the City of Boone, all new registered dwelling units that have attached garages or within which fuel-fired appliances exist, shall have an approved carbon monoxide alarm installed outside of each separate sleeping area in the immediate vicinity of the bedrooms. Single station carbon

monoxide alarms shall be listed as complying with UL 2034 and shall be installed in accordance with this Code and the manufacturer's installation instructions. Dual sensor smoke detectors that have carbon monoxide and smoke detection sensors which are listed to UL 2034 and UL 217, shall be allowed.

3. Every floor above the first story used for human occupancy shall meet the exit requirements of the current International Residential Code or International Building Code. If the structure cannot meet such exit requirements because it has only one approved means of egress, fire escape stairs will be permitted to serve as part of the second approved means of egress, provided such second means of egress meets all of the following performance standards in addition to all other requirements for a means of egress:
 - ~~a. Fire escapes stairs must serve an occupant load of ten or less or a single dwelling unit or guestroom and~~
 - b.a. There must be access to the fire escape stairs from each dwelling unit on each story served by the fire escape stairs, by means of either an approved exit ~~on~~ or an approved balcony.
4. Nothing contained in this section shall be construed to vary the provisions of the IRC or IBC requiring emergency escape or rescue windows in every sleeping room, or the provisions of sections 310-312 regarding access to dwelling units and between the various rooms of dwelling units.
5. Structural requirements.
 - a. Fire escape stairs must not pass in front of any building opening below the unit being served.
 - b. The means of activating the escape device must be accessible to the rental unit or balcony.
 - c. Installation of fire escape stairs must not cause a person to pass within six feet of external electrical wiring.
 - d. Fire escape stairways and balconies must meet the requirements of the currently adopted International Building Code.
 - e. Fire escape stairs must reach the ground or be equipped with counterbalanced extensions which will allow them to extend to the ground.
6. Acceptability criteria. Acceptability criteria are the same as performance and structural requirements. In addition, fire escapes must be kept clear and unobstructed and must be in good operating order.

171.12 NOTICE OF VIOLATION and ORDER TO CORRECT, REPAIR and COMPLY. Whenever the appropriate authority determines that any dwelling or dwelling unit or the premises surrounding the same, fails to meet the requirements set forth in this chapter or in applicable rules and regulations issued pursuant hereto, the appropriate authority shall issue a notice setting forth the alleged failures and advising the owner,

tenant, occupant, operator or agent thereof that such failures must be corrected. Such notice shall:

1. Be in writing and subsequent to the inspection;
2. Set forth the alleged violations of this chapter or of the applicable rules and regulations issued pursuant hereto;
3. Describe the dwelling or dwelling unit where the violations are alleged to exist or to have been committed;
4. Provide a reasonable time, usually not in excess of seven (7) days considering the nature of the corrective work, in which to accomplish such correction;
5. Be served upon the owner, occupant, operator or agent of the dwelling or dwelling unit personally or by registered mail, return receipt requested, addressed to the last known place of residence of the owner, occupant, operator or agent. If one or more persons to whom such notice is addressed cannot be found after diligent effort to do so, service may be made upon such person or persons by posting a notice in or about the dwelling or dwelling unit or rooming unit described in the notice, or by causing such notice to be published in a newspaper of general circulation once each week for two (2) consecutive weeks.
6. Whenever an owner or tenant fails to comply with the Compliance Officer's notice to correct, repair and comply, the Compliance Officer shall, if deemed necessary, order the premises vacated. This denial to occupy order shall be personally served upon the owner and tenant or mailed to them by certified mail, ~~restricted delivery???~~ with return receipt requested. The Compliance Officer's notice to correct, repair and comply order shall be effective seven (7) days after receipt of the notice by the owner and tenant.
7. When repairs are completed properly, after a re-inspection a ~~Certificate of Compliance~~Rental Permit will be issued to the owner. The ~~Certificate of Compliance~~Rental Permit is valid until the next inspection and is transferable to a new owner. However, the certificate may be revoked if new violations occur between inspection periods and are not corrected.

171.13 REINSPECTION AUTHORIZED. At the end of the period of time allowed for the correction of any alleged violation, the appropriate authority may re-inspect the dwelling, dwelling unit or rooming unit described in the notice.

171.14 EMERGENCY ORDERS. Whenever the Compliance Officer, in the enforcement of this chapter, finds in or about a dwelling or dwelling unit conditions that pose an immediate and serious threat to the health, welfare or safety of the occupants or the general public, the Compliance Officer shall give to the owner and occupants of the premises a written order to vacate. This order shall be served personally upon the owner and tenant or by certified mail with return receipt requested to the owner and tenant. This notice shall explain each and every violation of this chapter that exists. The Compliance Officer shall post upon the dwelling or dwelling unit a placard designating the dwelling or dwelling unit has been determined unfit for human habitation. No dwelling or dwelling

unit which has been placarded shall be again used for human habitation until written approval is secured from the Compliance Officer and such placard has been removed by the Compliance Officer. The Compliance Officer shall remove such placard whenever the violations have been eliminated.

171.15 VIOLATION. Any violation of or failure to comply with the provisions of this chapter shall be a violation of this Code of Ordinances. Each violation of or failure to comply with the provisions of this chapter shall be deemed a separate offense.

171.16 RECONSIDERATION.

1. Any person aggrieved by a notice or order issued pursuant to this chapter may apply for a reconsideration of such notice or order within thirty (30) days after it has been issued. The appeal is sent to the City of Boone Building Department, 923 8th St., PO Box 550 Boone, IA 50036 (515-432-0633). This must indicate that the compliance officer has incorrectly interpreted a requirement of the code. The appeal must be completed on an appeal form. A filing fee will be charged as determined by the fee schedule approved by the City Council. Appellant will be notified of the hearing date, time and location upon receipt of a compliant appeal application. The appeal will be heard by the ~~Zoning board of Adjustment~~Appeal Board.
2. The appropriate authority shall set a time and place for an informal conference on the matter within ten (10) days of the receipt of such application, and shall advise the applicant in writing of such time and place.
3. At the informal conference, the applicant shall be permitted to present to one or more representatives of the appropriate authority the grounds for believing that the notice or order should be revoked or modified.
4. Within ten (10) days following the close of the informal conference, the appropriate authority shall advise the applicant whether or not the notice or order will be modified or set aside.

171.17 APPEAL TO APPEALS BOARD.

1. Any person aggrieved by a notice or order issuance pursuant to this chapter, or after an informal conference on reconsideration, may file a petition with the ~~Zoning Board of Adjustment~~Appeal Board setting forth the reasons for contesting such notice or order. Such petition shall be filed within thirty (30) days after the notice or order is issued or thirty (30) days after the results of the informal conference on reconsideration.
2. Upon receipt of a valid petition, the Board shall grant the hearing requested and shall advise the petitioner in writing of the date, time and place of the hearing within thirty (30) days of the day on which the petition was received. If such hearing is granted, it shall occur within sixty (60) days of the date of petition therefor, and written notice thereof shall be given to the petitioner not more than thirty (30) days or less than ten (10) days prior thereto. At the hearing, the petitioner shall be given an opportunity to show

cause why the notice or order should be modified or withdrawn or why the period of time permitted for compliance therewith should be extended.

3. The Board shall have the power to affirm, modify or revoke the notice or order and may grant an extension of time for the performance of any act required pursuant thereto.

171.18 JUDICIAL REVIEW. Any person who has sought and who claims to be aggrieved by the final decision of the ~~Zoning Board of Adjustment~~ Appeal Board may obtain judicial review by filing a petition for writ of certiorari in a court of competent jurisdiction within thirty (30) days of the announcement of such decision praying that the decision be set aside in whole or in part.. A copy of each petition so filed shall be forthwith transmitted to the ~~Zoning Board of Adjustment~~ Appeal Board, which shall file in a court a record of the proceedings upon which it based its decision. Upon the filing of such record, the court shall affirm, modify, or vacate, in whole or in part, the decision. The findings of the ~~Zoning Board of Adjustment~~ Appeal Board with respect to questions of fact shall be sustained if supported by substantial evidence on the record, considered as a whole.

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

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

Section 5: In addition, the Boone City Council acknowledges that it will take some time to implement the provisions of this Ordinance particularly as it relates to the inspections and Crime Free Housing education. Accordingly, it is expected that beginning July 1, 2016 all rental units will begin the registration process and that will be completed by January 1, 2017. It will be after January 1, 2017 that actual inspections will take place and Rental Permits issued. There will also be a period of time required for landlords to complete the Crime Free Housing educational program but landlords should enroll in that program immediately. Because of the time required to implement this Ordinance the Compliance Officer shall have the authority to issue “temporary rental permits” to landlords who register their property and who have applied for the Crime Free Housing program. This authority for a “temporary rental permit” shall only continue for such period of time as is required for the Compliance Officer to inspect all registered properties and the landlords have all had the opportunity to attend and complete the Crime Free Housing program.

Section 56. When Effective. This ordinance shall be in effect after its passage, approval and publication as provided by law.

Passed and adopted this _____ day of _____, 2016.

John Slight-Mayor

Attest:

Ondrea Elmquist City Clerk