



City Council Meeting Notice

Governing Body: City Council of Boone, Iowa

Date of Meeting: May 16, 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. Discuss Contract with Resolution with Boone Area Humane Society.
 - B. Discuss Vacation of Outlot S, Golf Estates Subdivision. (Zack Weisbrod)
 - C. Public Hearing to Consider the Rezoning of the Property at 415 Marshall St. from R-3 to C-2 Zoned District.
 - D. ~~Public Hearing to Consider the Proposed Plans, Specifications, and Forms of Contract for the Public Works Building Project to be Located at 706 Cedar St.~~
 - E. Public Hearing to Consider the Sale of Lot Seven in Block Thirty Six in Hornstein's First Addition.
 - F. Public Hearing to Consider Proposed Budget Amendments.
 - G. Public Hearing 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
 1. Director's Report.

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

1. Discuss joint County Zoning Administrator/Community Service Officer. (Skare)

2. Police Department Report.

3. Discuss purchase of 403 Benton St. (Skare)

H. CITY ADMINISTRATOR – Luke Nelson

1. Public Works Building Update

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 – Ol' Country Liquors

b. Renewal – Legal Limits

c. Transfer – none

2. Cigarette/Tobacco Permit –

D. RESOLUTIONS

1. 2409 – Authorizing Mayor Slight and Luke Nelson to Enter into a Real Estate Contract.

2. 2410 – Adopting Fiscal Year 2016 Amended Budget.

3. 2412 – Authorizing Execution of Stipulation Agreement.

E. BOARD AND COMMISSION APPOINTMENTS

1. Kyle Hanna to Library Trustee, replacing Penelope Miller ending 7/01/2022.

F. OTHER

7. ORDINANCES

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

B. Second 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

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2411

RESOLUTION AUTHORIZING THE EXECUTION OF A SERVICES AGREEMENT FOR ANIMAL CONTROL SERVICES.

WHEREAS, the City of Boone (City) desires to retain the services of the Boone Area Humane Society (BAHS) to provide the City the services of capturing and transporting such strays to the BAHS's animal shelter in a timely and humane fashion, holding said animals at the BAHS's animal shelter in a humane fashion and to assist the City in the enforcement of applicable City ordinances, county ordinances and state laws; and

WHEREAS, the BAHS agrees to provide these services nine hours a day, 8:00 am to 5:00 pm, seven days a week, Monday through Sunday, except on the following legal holidays: Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and Independence Day. Calls will not be responded to outside of these hours unless it is an emergency situation as determined by the Society; and

WHEREAS, the City will pay the BAHS \$75,618.00 for the animal control and impoundment services provided by the BAHS on a yearly basis, prorated monthly for animal control during days and times outlined in the agreement ; and

WHEREAS, City personnel will assist BAHS personnel in such times where back-up is necessary for the safety of BAHS personnel or City residents, as determined by BAHS personnel; and

WHEREAS, the BAHS shall, and does hereby, indemnify the City against, and hold the City harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including attorney's fees, arising out of, or connected with, or resulting from this agreement which are based solely on actions of the BAHS employees; and

WHEREAS, this Agreement is in effect from July 1, 2016, through June 30, 2017 and may be modified in writing if signed by both parties. This Agreement may be cancelled by either party upon 30 days written notice.

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

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

PASSED THIS 16th day of May, 2016

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

BJ McGinn
Steven Ray
Kevin Hicks

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

C. Scott Porter
Gary Nystrom

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

Nick Mallas
Greg Piklapp

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

Mayor

City of Boone

Clerk

City of Boone

AGREEMENT

THIS AGREEMENT is made this 1st day of July, 2016, between the CITY of BOONE (CITY) and the Boone Area Humane Society (SOCIETY) to be in effect through June 30, 2017 as follows:

I. RECITALS:

The CITY has a legal obligation to capture, hold and humanely treat stray domesticated animals, and to uphold CITY ordinances, county ordinances, and state laws.

The SOCIETY has facilities and personnel to provide the CITY field services for capturing and transporting such stray domesticated animals to the SOCIETY'S animal shelter humanely and to assist the CITY in the enforcement of applicable CITY ordinances, county ordinances and state laws.

Therefore, the CITY and the SOCIETY agree to the following:

II. SOCIETY'S DUTIES:

A. Animal control:

The SOCIETY shall conduct animal control and field services on behalf of the CITY for its constituents with SOCIETY personnel and equipment during SOCIETY field service hours and provide the following:

1. Take possession of stray domesticated animals and transport the same to the SOCIETY'S animal shelter for impoundment as needed;
2. Respond to violations of City, County and State Codes regarding animals occurring inside the CITY;
3. Pick-up and disposal of stray deceased animals. Excessively large wildlife and deer may be excluded from services at the discretion of the SOCIETY and referred to the CITY for disposal or alternative resources;
4. Respond to requests for injured, sick, and rabies suspect domestic animals and wildlife as determined by the SOCIETY during field service hours.
5. No field services will be provided by the SOCIETY outside of the specified field service hours.
6. Provide humane trap rental services for domestic nuisance animals at the rate of \$5.00 per per day. Fee exclusions would include trapping of sick/injured animals at the SOCIETY'S discretion for humane purposes.

The SOCIETY's field service hours will be Monday through Friday 8:00 a.m. to 5:00 p.m. and Saturday and Sunday 8:00 a.m. to 5:00 p.m. No emergency field service will be available outside of these days and hours, including the following holidays:

New Year's Day, Memorial Day, Independence Day
Labor Day, Thanksgiving Day, and Christmas Day

B. Impoundment of domesticated animal(s):

The SOCIETY shall:

1. Document and maintain records for all impounded animals;

2. Hold stray animals for seven (7) days;
3. Allow animals to be reclaimed by their owners during SOCIETY established customer service hours.
4. Collect established pet surrender and reclaim fees as established by the SOCIETY;
5. Review for adoptability and/or alternative disposition of all impounded animals after the designated hold period.

SOCIETY customer service hours will be Monday through Saturday 11:00a.m. to 5:00p.m. Closed on Sundays and the following holidays:

New Year's Day, Memorial Day, Independence Day
Labor Day, Thanksgiving Day, and Christmas Day

C. Quarantine impoundment:

In bite cases, the SOCIETY shall quarantine stray animals for ten (10) days as required in Section 351.39 of the Code of Iowa. Unless at the sole discretion of the SOCIETY, it is necessary to immediately euthanize the animal. The SOCIETY may coordinate efforts with CITY personnel on cases that require special consideration.

D. Impoundment, other:

In law enforcement situations, should the CITY request animal(s) be held longer than the seven (7) day holding period, the CITY, will be responsible for any/all additional costs incurred for each animal(s) held at the rate of \$ 10.00 per day. This includes, but is not limited to, the holding of animals prior to any disposition or hearing (Chapter 717B of the Code of Iowa, 2009) and Chapter 56 of the Boone City Code of Ordinances.

E. Daily Log:

The SOCIETY shall maintain an animal control activities log for all field related duties. This log shall be made available for review to CITY law enforcement personnel and the CITY Attorney upon request.

III. CITY'S DUTIES:

A. Animal control:

1. The CITY will pay the SOCIETY **\$75,618.00** for the animal control and impoundment services provided by the Society for the duration of this AGREEMENT, prorated monthly for animal control during days and times includes in section on animal control under Section II (SOCIETY duties).
2. The CITY will assist the SOCIETY in such times where law enforcement personnel or specialized equipment is required to insure the safety of either CITY residents and/or SOCIETY personnel as needed.
3. No field services will be provided by the SOCIETY beyond the hours specified in Section II, A, SOCIETY DUTIES.

4. Activities that require the SOCIETY to go outside of CITY limits during field service hours, the CITY will be required to pay a trip fee and any additional fees incurred with said activity.
5. Any CITY requests for the SOCIETY to have specific tests/procedures performed for the purpose of a specialized investigation, case against animals, or other means, any/all additional fees will be billed to the CITY's at the CITY's expense.
6. Bite cases, including but not limited to cases involving potential rabies exposure as defined by the "Rabies Resource Manual", prepared by: *Iowa Department of Agriculture and Land Stewardship, Iowa Department of Public Health, and the Iowa Veterinary Medical Association (9/16/09)*, specific tests or procedures recommended by this manual shall be at the CITY'S expense, to include a trip fee.

B. Impoundment, other:

1. In law enforcement situations, the SOCIETY, at the request of the CITY, shall hold other animals, for a maximum of 7 days, unless a longer period is requested by the CITY. This includes, but is not limited to, the holding of animals prior to a disposition hearing (Section 55.05-55.06 of the Boone Municipal Code). In cases where the SOCIETY is required to hold an animal past the 7 day hold, the CITY will be charged the following fees and any additional fees incurred with said other animals. Wild animals and protected species are excluded in this section:

Daily board (after initial seven (7) day hold period)

\$10.00 per day per canine or feline

\$10.00 per day per other animals

Disposal fee of \$35.00 per carcass

Euthanasia fee of \$50.00

Trip fee of \$125.00 will be charged to the CITY for any required travel by the SOCIETY outside CITY limits (during field service hours).

IV. ACCOUNTING TO THE CITY:

The SOCIETY will render to the CITY a monthly accounting of calls responded to (including violator's names, addresses and phone numbers if known), animals received and state the amount of any additional costs due that are not covered under this contract. The CITY agrees to pay by the 15th of each month.

V. DEFINITIONS:

Domesticated animal(s): For the purpose of this agreement, the term "domesticated animal(s)" refers to domesticated non-human vertebrates. That includes dogs, cats, rabbits (excluding hares or cottontails), birds, and household pets or reptiles raised and or maintained in confinement that are not considered to be a wild animal or protected species. Farm animals are excluded in this definition.

Wild animal(s): For the purpose of this agreement, the term "wild animal(s)" refers to any non-domesticated animal as defined in this section. Farm animals are excluded in this definition.

Emergency: For the purpose of this agreement, "emergency" refers to injured/sick domesticated animal(s), wildlife inside the home, situations where the public may be placed at the risk of serious injury or danger, or as determined by the SOCIETY. Exclusions include confined domesticated

animals, barking dogs, dead animals, humane investigations and others as determined by the SOCIETY.

VI. MODIFICATIONS:

This agreement may be modified in writing if signed by both parties.

VII. DUPLICATE ORIGINALS:

This agreement may be executed in duplicate for the convenience of the parties and each executed copy is considered an original.

VIII. TERM:

This agreement is in effect from **July 1, 2016 through June 30th, 2017.**

IX. CANCELLATION:

This agreement may be cancelled by either party upon 30 days written notice.

X. INDEMNITY:

The SOCIETY shall, and does hereby indemnify the CITY against, and hold the CITY harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities including attorney's fees, arising out of, or connected with, or resulting from this agreement which are based solely on actions of the SOCIETY employees.

Boone Area Humane Society

By: _____

Title: President, Board of Directors

Date: _____

City of Boone

By: _____

Title: _____

Date: _____

Director's Report
Ericson Public Library
May 16, 2016

1. The circulation for April was 10,938. Computer usage was 1,230. The meeting room was used 18 times with attendance of 145. We provided 5 outreach visits reaching 99 people.
2. The library received memorials in Joy Bartley's memory from Carol Warner (\$75). The library also received \$2,300 from the Boone County Community Foundation Endowment for the Early literacy station and Afterschool edge computers. The library also received donations of \$30.
We deposited \$79.97 from the Friends book cart and room sales.
3. We are training staff for taking credit card payments.
4. We had a very successful Stories Alive program with the support of the Lowrey Foundation. We ended last week with our final literary celebrity, Pete the Cat. We had programs in the library, a storywalk and outreach visits to schools reaching 712 kids!
5. The Friends will be helping us with the Modern Woodmen fundraising matching grant. We've decided to have a special booksale in the library for the next couple months. The funds would be best utilized in updating some of the Children's Department play area with new furniture and equipment.
6. Our funding from Boone County (county revenue) was increased this year by \$1,300. Their support is crucial for our library and the services we provide to Boone and Boone County citizens. The \$2000 overall increase for all Boone County libraries means \$0.11 cents per thousand (state average is \$.019 cents per thousand) or per capita we receive \$10.34 (state average is \$17.67).
7. The Summer Reading Program begins June 6th. We will have another carnival kickoff event to encourage signup and participation outside the library that evening from 4-7pm. The program will be for infants to seniors and will have something for everyone. Calendars and events available May 20th!

BOONE POLICE DEPARTMENT

COUNCIL REPORT

Apr-15

	2015	2016
MURDER CHARGES FILED	0	0
ASSAULT/INTIMIDATION CHARGES FILED	8	5
<i>ASSAULT/INTIMIDATION REPORTED</i>	10	7
BURGLARY/THEFT CHARGES FILED	3	5
<i>BURGLARY/THEFTS REPORTED</i>	13	17
<i>STOLEN PROPERTY VALUE</i>	\$80,539.00	3502
<i>RECOVERED PROPERTY VALUE</i>	\$0.00	\$1,005.00
DESTRUCTION/CRIM MISCHIEF FILED	0	4
<i>CRIM MISCHIEF REPORTED</i>	6	8
<i>DAMAGED/BURNED PROPERTY VALUE</i>	\$700.00	\$1,545.00
DRUG/NARCOTIC VIOLATIONS	11	17
ALCOHOL VIOLATIONS	16	8
<i>ALL OTHER OFFENSES REPORTED</i>	25	38
TOTAL ACCIDENTS	21	12
TOTAL INJURIES	2	10
TOTAL FATALITIES	0	0
TOTAL TRAFFIC CITATIONS	120	82
*NUMBER OF CALLS FOR SERVICE	790	822
SICK LEAVE HOURS:		
OFFICERS:	243	185
OTHERS:	3	0
VACATION LEAVE HOURS:		
OFFICERS:	198	209.5
OTHERS:	42	5
FUNERAL LEAVE HOURS:	0	0
MILITARY LEAVE HOURS:	0	0
JURY DUTY HOURS:	0	0
OVERTIME HOURS:		
OFFICERS:	157.75	159
PART-TIME OFFICER:	40.5	46

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

STATEMENT OF COUNCIL PROCEEDINGS

May 2, 2016 7:00 p.m.

The City Council of Boone, Iowa, met in regular session in the City Hall Council Chambers on May 2, 2016, at 7:00 P.M. with Mayor Slight presiding. The following Council Members were present: Porter, McGinn, Mallas, Hicks, Nystrom, and Ray. Absent: Peklapp.

Mallas moved, Hicks seconded to approve the agenda as presented. Ayes: McGinn, Mallas, Hicks, Nystrom, Ray, Porter. Nays: none.

Boone Community School's 5th Grade EXCEL Class presented a proposal for building "Tiny Houses".

Ray moved, Hicks seconded to set a public hearing for May 16, 2016 at 7:00 p.m. to consider the rezoning of the property at 415 Marshall Street from R-3 to C-2 zoned district. Ayes: Mallas, Hicks, Nystrom, Ray, Porter, McGinn. Nays: none.

Porter moved, Mallas seconded to set a public hearing for May 16, 2016 at 7:00 p.m. to consider the proposed plans, specifications, and form of contract for the Public Works building located at 706 Cedar Street. Ayes: Hicks, Nystrom, Ray, Porter, McGinn, Mallas. Nays: none.

Hicks moved, Mallas seconded to set a public hearing for May 16, 2016 at 7:00 p.m. to consider the sale of Lot Seven in Block Thirty-Six in Hornstein's First Addition. Ayes: Nystrom, Ray, Porter, McGinn, Mallas, Hicks. Nays: none.

Ray moved, Hicks seconded to set a public hearing for May 16, 2016 at 7:00 p.m. to consider the proposed Fiscal Year 2016 budget amendments. Ayes: Ray, Porter, McGinn, Mallas, Hicks, Nystrom. Nays: none.

Nystrom moved, McGinn seconded to set a public hearing for May 16, 2016 at 7:00 p.m. to consider the vacation of the following public right-of-ways: 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. Ayes: Porter, McGinn, Mallas, Hicks, Nystrom, Ray. Nays: none.

Nystrom informed the Council that staff has confirmed that the Boone Middle School does have future intentions and requests that the City does not vacate 1511 and 1514 Union Street. Nystrom also confirmed that the School does use the south end lot of Nebraska Street for buses, but the School was okay with it being vacated as long as the Church continued to allow them access to the south half. Nystrom moved, Ray seconded to move forward with the vacation of Nebraska Street from the north line of 6th Street to the south line of 7th Street, with an agreement that the Church continues to allow the school to have access to the south half. Ayes: McGinn, Mallas, Hicks, Nystrom, Ray, Porter. Nays: none.

Nelson stated that he has spoken to the Boone County Supervisors and they asked for a 40/60 split on the cost of Quartz Avenue pavement; the Economic Development Committee was in agreement and a formal agreement will be brought to the Council for further action in the future.

Nelson updated the Council on the Landfill Advisory Committee meeting.

Nelson informed the Council that the Union Pacific Railroad has made some changes to the timing of their crew change; it does not appear to be causing any issues according to the police officers. Hicks stated that there have been some issues around 8:00 a.m. and Nelson requested that they let him know the specifics when these events happen. Nelson stated that he addressed

annexation of the rail yard, but was told that those discussions would need to be with those in Omaha.

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

Ray 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 National Speedways of Iowa. Ayes: Mallas, Hicks, Nystrom, Ray, Porter, McGinn. Nays: none.

Access Systems Leasing	Lease	246.57
ACME Electric Motor Inc	Parts	37.97
AFLAC	Payroll	15.75
Alliant Energy	Utilities	3,609.81
Alliant Energy	Utilities	1,171.94
Alliant Energy	Utilities	51,042.68
Allstate Benefit Group	Payroll	214.10
Amazon.Com	Library Materials	945.87
Boone Fitness LLC	Payroll	35.30
Applied Concepts Inc	Equipment	1,222.50
Audrey Hunter	Refund	49.34
August Enterprises LLC	Services	450.00
Avesis	Payroll	659.64
Avesis	Insurance Premium	25.82
Benjamin Michael Conrad	Services	1,125.00
Bernie Lowe & Associates	411 Medical Claims	66.00
Bolton & Menk Inc	Engineering	1,767.50
Boone Ace Hardware	Parts/Supplies	545.98
Boone Area Humane Society	Services	6,059.17
Boone Bank & Trust	Payroll	1,158.00
Boone Chamber Of Commerce	Grant	6,378.00
Boone Chamber Of Commerce	Hotel Motel Distribution	12,500.00
Boone County Abstract	Services	190.00
Boone County Landfill	FY2016 Assessment	5,275.41
Boone County Treasurer	Assessment	91.00
Boone Hardware	Parts/Supplies	68.54
Carpenter Uniform Co	Clothing Allowance	962.98
CDS Global	Services	241.60
Center Point Publishing	Library Materials	590.35
Centurylink	Services	94.04
Change	Library Postage	152.90
Chase	Library Materials	1,107.72
City Of Boone	FRC Utilities	406.02
Collection Services Center	Payroll	982.18
Curtis Moran	Reimbursement	23.00
Connie Younger	Services	2,700.00
Cybrarian Corporation	Software Annual Subscription	249.95
Darwin Backous	Services	1,170.00
David J Morgan	Reimbursement	32.52
Demco	Library Supplies	113.36
Dept Of Justice	Seized Funds	800.00
Ecolab Inc	Services	92.47
Edward Jones	Payroll	100.00
Two Rivers Insurance	Health Insurance Premium	87,542.95
Mike Farley Wholesale Tire Co	Repairs	19.50
Foth Infrastructure	Engineering	20,300.00
Gale	Library Materials	153.55
Gallner & Pattermann Law Office	Refund	100.00

Galls LLC	Clothing Allowance	464.53
Govconnection Inc	Computer Software	526.05
Govconnection Inc	Tablet	1,084.08
Graymont Western Lime Inc	Chemicals	3,907.92
Hawkins Water Treatment Group	Chemicals	1,381.35
Heartland Door & Frame Inc	Repairs	1,882.86
Hy-Vee Food Store	CPA Meals	1,441.78
Iowa Dept Of Agriculture	Meter License	54.00
Iowa Dept Natural Resources	NPDES Permit Amendment	85.00
Iowa One Call	Locates	209.20
Iowa Prison Industries	Parts/Supplies	375.76
ICMA	Membership Dues	928.00
ICMA Retirement Trust 457	Payroll	859.49
Ingram Book Company	Library Materials	3,275.47
IPERS	Payroll	12,322.20
Internet Services United Networks	Services	222.85
Jerry Carney & Sons Inc	Parts	50.00
Jim Robbins Pc	Legal Services	5,700.00
John Rouse	Car Allowance	250.00
John Slight	Car Allowance	150.00
Kabel Business Services	Flex Card	18.00
Kabel Business Services	Payroll	1,347.48
Kabel Business Services	Flex Admin Fees	47.40
Kabel Business Services	Payroll	1,347.48
Keltek Incorporated	Parts/Supplies	328.32
Luke Nelson	Car Allowance	300.00
Andrew Lynn McGill	Backup License	480.00
Andrew Lynn McGill	Computer Contract	1,390.00
Medtrak Services	411 Prescriptions	1,672.92
Members 1st Comm Credit Union	Payroll	370.00
Midland Power Cooperative	Utilities/Sludge	24.62
Midwest Quality Wholesale	Supplies	47.80
Municipal Fire & Police Retirement	Payroll	23,594.85
Mutual Of Omaha	Payroll	260.92
Mutual Of Omaha	Life Insurance Premium	251.93
OCLC	Cataloging Subscription	577.33
Ondrea Elmquist	Reimbursement	67.85
Card Member Services	Parts/Supplies	23.92
Peoples Clothing Store	Supplies	24.00
Pershing LLC	Payroll	100.00
Schaffer Publications Inc	Library Materials	2,171.68
Premier Auto Solutions	Services	317.36
Pritchard Bros Plumbing	Repairs	1,561.00
Quality One	Services	1,825.00
Quill Corporation	Library Supplies	208.84
R & W Power	Repairs	8.41
RACO Mfg & Engineering Co	Services	1,080.00
Ricoh USA Inc	Repairs	236.96
Roy Martin	Services	883.34
Schumacher Elevator Co	Services	2,249.75
State Of IA	State Tax	6,785.00
State Of IA Division Of Labor	Services	175.00
Taste Of Home Books	Library Materials	31.98
Transamerica	Payroll	50.00
Twin Rivers Engineering	Engineering	2,895.24
Two Rivers Group, Inc	Library Boiler/Chiller	44,175.00
Veenstra & Kimm, Inc	Services	749.48

Verizon Wireless Services LLC	Services	1,446.31
Vision Bank	Payroll	265.85
Vision Bank	Payroll	33,432.58
Visionbank Of Iowa	Miscellaneous	379.38
Wal-Mart	Supplies	184.79
Walters Sanitary Service Inc	Services	59.62
Wayne Schwartz	Car Allowance	250.00
William Skare	Car Allowance	250.00
Windstream	Services	2,038.46
Wisecup Trucking	Demolition	6,000.00
YMCA Of Greater Des Moines	Payroll	439.50
Paid Total		390,482.87

FUND	DISBURSEMENTS
General	101,048.70
Special	15,086.91
Hotel/Motel	12,514.95
Road Use Tax	27,873.12
Debt Service	0.00
Water Utility	37,694.27
Sewer Utility	33,089.72
Family Resource Center	2,728.69
Capital Project	76,561.84
Storm Water Utility	2,332.61
Expendable Trust	2,726.55
Agency Account	78,825.51

Hicks moved, Ray seconded to approve the first reading of Ordinance 2226 amending Chapter 155 Linwood Park Cemetery. Ayes: Hicks, Nystrom, Ray, Porter, McGinn, Mallas. Nays: none.

Mayor Slight opened the floor up to any comments or questions pertaining to Ordinance 2227 Rental Code. A few local landlords were present and voiced concerns about fees and the cost to getting multiple apartments up to code. Nelson went thru the proposed fee structure and explained that changes can be made to the Ordinance thru the third reading. Chief Skare addressed questions and concerns in regards to the Crime Free Housing component of the Ordinance. Skare stated that the goal is to create a partnership between the police and the landlords. It was agreed upon to form a committee consisting of a few landlords, a couple Council Members, and staff to discuss the concerns brought forward.

Ray moved, Porter seconded to approve the first reading of Ordinance 2227 Chapter 171 Rental Code. Ayes: Nystrom, Ray, Porter, McGinn, Mallas, Hicks. Nays: none.

There being no further business to come before the Council the meeting was adjourned at 8:27 p.m.

ATTEST:

Ondrea Elmquist Clerk/Finance Officer

John Slight, Mayor

RECORD OF COUNCIL APPROVED BILLS

Ray

May 16, 2016

<u>DATE</u>	<u>AMOUNT</u>
Airport Bills	9,776.22
Library Bills	-
Park Bills	10,012.85
Manuals/Util Bills/Misc Total	857.68
Voided checks	
Council Bills Total	137,873.75
Payroll (5-15-2016)	161,097.79
Payroll	-
TOTAL EXPENDITURES	<u>\$ 319,618.29</u>

Signed By _____

Date _____

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

ACCOUNTS PAYABLE CLAIMS					

A & M LAUNDRY INC	SUPPLIES	28.51			
A & M LAUNDRY INC	SUPPLIES	28.51			
A & M LAUNDRY INC	SUPPLIES	28.51	85.53		
DOUGLAS D KRAFT	CARPET CLEANING-CITY HALL		400.00		
AIR LIQUIDE INDUSTRIAL US LP	CARBON DIOXIDE		2,739.30		
ALLIANT ENERGY	UTILITIES TRAFFIC LIGHTS	16,555.55			
ALLIANT ENERGY	UTILITIES-PD	875.90			
ALLIANT ENERGY	UTILITIES - TRAFFIC LIGHTS	273.72	17,705.17		
AMERICAN CONCRETE PRODUCTS INC	CONCRETE-9TH/CRAWFORD	1,648.13			
AMERICAN CONCRETE PRODUCTS INC	CONCRETE-9TH/CRAWFORD	1,790.19			
AMERICAN CONCRETE PRODUCTS INC	CONCRETE-1100 BLK PARKWAY DR	871.31			
AMERICAN CONCRETE PRODUCTS INC	CONCRETE-12TH/HARRISON MANHOLE	403.38			
AMERICAN CONCRETE PRODUCTS INC	CONCRETE-S GREENE PRAIRIE	1,207.50			
AMERICAN CONCRETE PRODUCTS INC	CONCRETE-18TH/CARROLL INTAKE	975.00	6,895.51		
ARNOLD MOTOR SUPPLY	WASHER FLUID	2.68			
ARNOLD MOTOR SUPPLY	REAR ROTATOR	4.73			
ARNOLD MOTOR SUPPLY	BRAKES/ROTOR	74.76			
ARNOLD MOTOR SUPPLY	FUSE	10.17			
ARNOLD MOTOR SUPPLY	CREDIT-BILL CORRECTION	74.76-			
ARNOLD MOTOR SUPPLY	CREDIT-RETURN LIGHTS	117.70-			
ARNOLD MOTOR SUPPLY	HEADLIGHT PD CAR 345	44.43			
ARNOLD MOTOR SUPPLY	PUMP OIL	242.95			
ARNOLD MOTOR SUPPLY	OIL DRI	8.05			
ARNOLD MOTOR SUPPLY	CABLE WIRE-SNOW PLOW REPAIR	55.98			
ARNOLD MOTOR SUPPLY	PARTS	33.25			
ARNOLD MOTOR SUPPLY	ELECTRICAL CONNECTORS	7.50			
ARNOLD MOTOR SUPPLY	PARTS	14.97			
ARNOLD MOTOR SUPPLY	CREDIT-RETURN PARTS	14.97-			
ARNOLD MOTOR SUPPLY	TRANSMISSION PARTS	50.16			
ARNOLD MOTOR SUPPLY	PART-SHIFT CABLE	85.40			
ARNOLD MOTOR SUPPLY	METER EQUIPMENT	29.99			
ARNOLD MOTOR SUPPLY	LIGHTS	19.99			
ARNOLD MOTOR SUPPLY	OIL DRI	8.05			
ARNOLD MOTOR SUPPLY	LIGHTS	19.99			
ARNOLD MOTOR SUPPLY	LICENSE PLATE LIGHT	48.02			
ARNOLD MOTOR SUPPLY	HEADLIGHT SWITCH	12.92			
ARNOLD MOTOR SUPPLY	TRANSMISSION	2,654.00			
ARNOLD MOTOR SUPPLY	OIL FILTERS-MOWERS	10.90			
ARNOLD MOTOR SUPPLY	PARTS	8.60			
ARNOLD MOTOR SUPPLY	TRANSMISSION PARTS	260.56			
ARNOLD MOTOR SUPPLY	CREDIT-RETURN PARTS	.71-	3,499.91		
BERNIE LOWE & ASSOC INC	411 MEDICAL CLAIMS		37.07		
BOONE COUNTY ABSTRACT	1121 3RD STREET LIEN REPORT	95.00			
BOONE COUNTY ABSTRACT	403 BENTON LIEN REPORT	95.00			
BOONE COUNTY ABSTRACT	1623 CARROLL ST LIEN REPORT	95.00	285.00		
BOONE COUNTY LANDFILL	EVIDENCE DUMP		29.45		
BOONE COUNTY RECORDER	RECORDING FEES-CHARLES AHRENS		22.00		
BOONE COUNTY TREASURER	PARKING TICKETS QTY 29	145.00			
BOONE COUNTY TREASURER	1003 STORY PROPERTY TAXES	112.00			
BOONE COUNTY TREASURER	1001 STORY ST PROPERTY TAXES	77.00			
BOONE COUNTY TREASURER	1001 STORY ST PROPERTY TAXES	41.00			

Open Bills

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
BOONE COUNTY TREASURER	301 9TH STREET PROPERTY TAXES	666.00	1,041.00		
BOONE HARDWARE	PROPANE	18.99			
BOONE HARDWARE	SUPPLIES	7.65			
BOONE HARDWARE	PAINT SUPPLIES-PD FLOOR	30.93			
BOONE HARDWARE	PARTS-REFLECTOR BASES	24.60			
BOONE HARDWARE	PARTS-STREET SIGNS	16.20			
BOONE HARDWARE	METER SUPPLIES	1.49			
BOONE HARDWARE	OXYGEN CYLINDER	10.99			
BOONE HARDWARE	SUPPLIES-DRYWALL REPAIR	10.07			
BOONE HARDWARE	BLADE	7.89			
BOONE HARDWARE	EMS STORAGE BINS	11.96			
BOONE HARDWARE	BULBS	13.99			
BOONE HARDWARE	SUMP PUMP SWITCH	49.99			
BOONE HARDWARE	PARTS-SEWER TRUCK	2.46	207.21		
GATEHOUSE MEDIA IOWA	3-21 COUNCIL PROCEEDINGS	93.26			
GATEHOUSE MEDIA IOWA	NOXIOUS WEEDS	367.54			
GATEHOUSE MEDIA IOWA	PD CIVIL SERVICE AD	89.10			
GATEHOUSE MEDIA IOWA	PD CIVIL SERVICE AD	129.66			
GATEHOUSE MEDIA IOWA	4-4 COUNCIL PROCEEDINGS	135.69			
GATEHOUSE MEDIA IOWA	BLDG ADMIN ASSIST	832.37			
GATEHOUSE MEDIA IOWA	DEPUTY CLERK AD	27.90	1,675.52		
BROWN ELECTRIC	1ST WATER TOWER ELECTRIC SERV		1,873.47		
C.J. COOPER & ASSOCIATES	TESTS QTY 3		105.00		
BOONE RENTAL/CAPITAL CITY	BLADES-QUICKIE SAW		65.70		
CDS GLOBAL	UB MONTHLY PROCESSING	1,870.67			
CDS GLOBAL	POSTAGE	2,004.07	3,874.74		
CENTRAL IOWA DISTRIBUTING	WEED KILLER AND SPRAY	594.45			
CENTRAL IOWA DISTRIBUTING	WEED KILLER	627.30	1,221.75		
CENTURYLINK	LINE CHARGE-POLICE		532.25		
CHARLES PEPPLES	REIMBURSEMENT-HANDGUN		300.00		
CROSS DILLON TIRE	PELICAN STREET TIRE		246.05		
CULLIGAN OF BOONE	WATER FOR LAB TESTS		58.10		
DAVID ADES	HAND GUN	727.60			
DAVID ADES	REIMBURSE-WEAPONLIGHT-AMAZON	199.43	927.03		
DIGITAL ALLY INC	ASSEMBLY BOX-PD CAR 345		215.00		
DONALD ZEHNER	PART-AIR HOSE		16.60		
ELECTRIC PUMP	LIFT STATION MAINT/INSPECT		750.00		
FBG SERVICE CORPORATION	CITY HALL CLEANING-MAY		744.00		
FIRE SERVICE TRAINING BUREAU	MEMBERSHIP DUES-ADAMS	20.00			
FIRE SERVICE TRAINING BUREAU	POC TESTING	150.00	170.00		
FOTH INFRASTRUCTURE	MARION ST RECONSTRUCTION		12,235.00		
GALLS LLC	SALATI CLOTHING ALLOWANCE	16.74			
GALLS LLC	BARBER CLOTHING ALLOWANCE	860.00	876.74		
GOVCONNECTION INC	BATTERY BACK-UP		61.55		
GRIMES ASPHALT & PAVING CORP.	COLD PATCH-POT HOLES		730.00		
HAMILTON REDI-MIX	CONCRETE-PARKWAY DR REPAIR		239.00		
HAWKINS WATER TREATMENT GROUP	CHLORINE/PHOSPHATE		1,564.35		
HD SUPPLY FACILITIES MAINT	PARTS-9TH ST WATERMAIN REPAIR	2,550.00			
HD SUPPLY FACILITIES MAINT	MANHOLE LIDS	3,605.00			
HD SUPPLY FACILITIES MAINT	WATER METERS	14,596.70			
HD SUPPLY FACILITIES MAINT	METER SUPPLIES	120.00			
HD SUPPLY FACILITIES MAINT	METER FLAGS	110.00	20,981.70		
HD SUPPLY CONST SUPPLY LTD	CORDLESS TOOL CHARGER		104.99		
HOLIDAY INN	IMFOA HOTEL-ELMQUIST		190.40		

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
HUBER TECHNOLOGY INC	BAGS		255.00		
HULL PLUMBING AND HEATING	RESTROOM REPAIRS		268.00		
INFOBUNKER LLC	INTERNET		108.00		
INFOMAX OFFICE SYSTEMS INC	CITY HALL PRINTING CONTRACT		663.90		
INTERSTATE BATTERY/IOWA	BATTERY-DOOR ALARM		31.49		
IPERS	IPERS ADJUSTMENT		244.60		
JERRY CARNEY & SONS INC	COND FAN MOTOR-PD CAR 189		75.00		
KEYSTONE LABORATORIES INC	LAB TESTS	21.20			
KEYSTONE LABORATORIES INC	LAB TESTS	235.60	256.80		
KRISS PREMIUM PRODUCTS INC	BOILER TESTING		100.00		
KWBG	ADV CONTRACT-MAY		334.95		
LIBERTY TIRE RECYCLING SERVICE	TIRE DISPOSAL		443.20		
PAL INC	HANDGUNS	2,118.60			
PAL INC	HANDGUN	235.40	2,354.00		
LUCAS WEIGEL	MOWING	480.00			
LUCAS WEIGEL	1211 W 2ND BOARD WINDOW/DOORS	400.00	880.00		
MARTIN MARIETTA MATERIALS	GRAVEL-ROADS/ALLEYS	2,305.01			
MARTIN MARIETTA MATERIALS	GRAVEL-ROADS/ALLEYS	93.05			
MARTIN MARIETTA MATERIALS	GRAVEL-ROADS/ALLEYS	1,270.75			
MARTIN MARIETTA MATERIALS	GRAVEL-ROADS/ALLEYS	1,345.68			
MARTIN MARIETTA MATERIALS	GRAVEL-ROADS/ALLEYS	925.82	5,940.31		
ROGER & JANE MARTIN	DIESEL	2,715.44			
ROGER & JANE MARTIN	GASOLINE	5,783.22	8,498.66		
MCCLURE ENGINEERING CO	WATER SOURCE STUDY		2,925.00		
MEDTRAK SERVICES	411 PRESCRIPTIONS		2,429.61		
MIKE FRAZIER	REIMBURSE HAND GUN		300.00		
MOFFITT'S INC	A/C REPAIR PD CAR 323	238.88			
MOFFITT'S INC	SHOCKS-PD CAR 345	357.72	596.60		
MOMAR INC	WEED CONTROL		1,684.60		
MUNICIPAL EMERGENCY SERVICES	PAC II HOODS		177.21		
MUNICIPAL SUPPLY CO	STORM SEWER INTAKE	537.50			
MUNICIPAL SUPPLY CO	MANHOLES	1,103.00	1,640.50		
NETWORKFLEET INC	GPS		242.45		
O'REILLY AUTOMOTIVE STORES INC	LED BULB	56.96			
O'REILLY AUTOMOTIVE STORES INC	LED BULB	33.23			
O'REILLY AUTOMOTIVE STORES INC	PART	2.49			
O'REILLY AUTOMOTIVE STORES INC	ANTENNA-ST SWEEPER	14.99	107.67		
OLDCASTLE ARCHITECTURAL	CONCRETE BLOCKS-INTAKE REPAIRS		321.84		
ORKIN.INC	PEST CONTROL-FRC		128.00		
PAPER FREE TECHNOLOGIES	LASERFICH ANNUAL SUPPORT		1,053.00		
PREMIER COPIERS PRINTERS	PRITNER CONTRACT-PW		41.00		
PRITCHARD BROS PLUMBING	REPLACE ACTUATOR-FRC		184.00		
PROBUILD NORTH LLC	CONCRETE FORMS	41.32			
PROBUILD NORTH LLC	MASON MIX-INTAKE REPAIRS	61.30	102.62		
QUICK OIL CO	PROPANE	1,402.28			
QUICK OIL CO	PROPANE	973.75	2,376.03		
RELIANT FIRE APPARATUS INC	DRIVER MIRROR ENGINE 62		51.15		
RICOH USA INC	PLOTTER INK		376.12		
RYAN PALMER	REIMBURSEMENT-HANDGUN		300.00		
SAINTS AVENUE CAFE	CITIZENS ACADEMY GRADUATION		345.00		
SPRING GREEN	LAWN TREATMENT-SEWER PLANT		293.55		
STAPLES ADVANTAGE	TONER	242.35			
STAPLES ADVANTAGE	CREDIT RETURN PENCILS	6.59-			
STAPLES ADVANTAGE	COPY PAPER	137.76			

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
STAPLES ADVANTAGE	OFFICE SUPPLIES	57.75	431.27		
STOREY KENWORTHY	SUPPLIES	191.42			
STOREY KENWORTHY	PAPER	10.69	202.11		
SUSTEEN INC	COMPUTER SOFTWARE		5,999.00		
TERRACON CONSULTANTS	SOIL TESTING		5,500.00		
TIM HILDRETH COMPANY INC	BOILER MAINTENANCE		460.00		
TOTAL CHOICE SHIPPING	POSTAGE-WATER SAMPLES	21.42			
TOTAL CHOICE SHIPPING	POSTAGE-WATER SAMPLES	10.54			
TOTAL CHOICE SHIPPING	BOXES	9.90	41.86		
TRANS IOWA EQUIPMENT	POLE GRABBER		345.78		
ACCURACY INC	AMMUNITION		1,717.50		
VAN-WALL EQUIPMENT INC	REPAIR STEERING-SKIDLOADER		87.58		
VERIZON WIRELESS SERVICES LLC	WIRELESS SERVICE	280.07			
VERIZON WIRELESS SERVICES LLC	WIRELESS SERVICE	40.01	320.08		
VISION BANK	TRAINING MEALS		1,427.51		
WALTERS SANITARY SERVICE INC	WASTE REMOVAL-CITY HALL	61.08			
WALTERS SANITARY SERVICE INC	WASTE REMOVAL-FRC	178.17			
WALTERS SANITARY SERVICE INC	1121 3RD ST PICKUP	15.00			
WALTERS SANITARY SERVICE INC	WASTE REMOVAL-WTP	130.00			
WALTERS SANITARY SERVICE INC	WASTE REMOVAL-SEWER PLANT	203.73	587.98		
WILLIAM SKARE	REIMBURSEMENT-HANDGUN		300.00		
ZEP SALES & SERVICE	FIRST AID SUPPLIES		263.70		
ZIEGLER INC	GENERATOR REPAIR/MAINTENANCE		1,353.43		
**** OPEN	TOTAL ****		137,873.75		
***** REPORT TOTAL *****			137,873.75		

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

				5 A & M LAUNDRY INC			
1620004	1	001	5/17/2016	SUPPLIES	28.51	001-150-6399	LAUNDRY
1621757	1	001	5/17/2016	SUPPLIES	28.51	001-150-6399	LAUNDRY
1623645	1	001	5/17/2016	SUPPLIES	28.51	001-150-6399	LAUNDRY
				** VENDOR TOTAL **	85.53	.00	85.53

				25 DAVID ADES			
051716	1	167	5/17/2016	HAND GUN	300.00	167-110-6499	MISC CONTRACTS
051716	2	001	5/17/2016	LINDY'S HAND GUN REIMB	427.60	001-110-6181	CLOTHING ALLOWANCE
				** TOTAL **	727.60	.00	727.60
05171601	1	001	5/17/2016	REIMBURSE-WEAPONLIGHT-AMAZON	199.43	001-110-6181	CLOTHING ALLOWANCE
				** VENDOR TOTAL **	927.03	.00	927.03

				37 AIR LIQUIDE INDUSTRIAL US			
64552832	1	600	5/17/2016	CARBON DIOXIDE	2739.30	600-811-6501	CHEMICALS
				** VENDOR TOTAL **	2739.30	.00	2739.30

				45 ALLIANT ENERGY			
031416	1	110	5/17/2016	UTILITIES TRAFFIC LIGHTS	3125.15	110-240-6371	TRAFFIC UTILITIES
031416	2	110	5/17/2016	UTILITIES-CITY SHED	1508.99	110-210-6371	UTILITIES
031416	3	610	5/17/2016	UTILITIES-SEWER	11921.41	610-816-6371	UTILITIES
				** TOTAL **	16555.55	.00	16555.55
051716	1	001	5/17/2016	UTILITIES-PD	875.90	001-110-6373	TELEPHONE
05171601	1	110	5/17/2016	UTILITIES - TRAFFIC LIGHTS	74.19	110-240-6371	TRAFFIC UTILITIES
05171601	2	110	5/17/2016	UTILITIES-STREET LIGHTS	160.97	110-230-6371	STREET LIGHTING
05171601	3	001	5/17/2016	UTILITIES-SIRENS	20.33	001-620-6371	UTILITIES/SIRENS/CIVIL DF
05171601	4	001	5/17/2016	UTILITIES-SIRENS	18.23	001-620-6371	UTILITIES/SIRENS/CIVIL DF
				** TOTAL **	273.72	.00	273.72
				** VENDOR TOTAL **	17705.17	.00	17705.17

				56 AMERICAN CONCRETE PRODUCT			
1316218	1	110	5/17/2016	CONCRETE-9TH/CRAWFORD	1648.13	110-210-6399	REPAIRS-STREET
1316223	1	110	5/17/2016	CONCRETE-9TH/CRAWFORD	1790.19	110-210-6399	REPAIRS-STREET
1316228	1	740	5/17/2016	CONCRETE-1100 BLK PARKWAY DR	871.31	740-865-6320	GROUNDS MAINT & REPAIRS
1316232	1	610	5/17/2016	CONCRETE-12TH/HARRISON MANHO	403.38	610-817-6497	CMOM
1317731	1	110	5/17/2016	CONCRETE-S GREENE PRAIRIE	1207.50	110-210-6399	REPAIRS-STREET
1320074	1	610	5/17/2016	CONCRETE-18TH/CARROLL INTAKE	975.00	610-817-6497	CMOM
				** VENDOR TOTAL **	6895.51	.00	6895.51

Open Bills

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
8-298155	1	001	5/17/2016	86 ARNOLD MOTOR SUPPLY WASHER FLUID	2.68	001-150-6332	REPAIRS
8-298213	1	001	5/17/2016	REAR ROTATOR	4.73	001-150-6332	REPAIRS
8-298584	1	110	5/17/2016	BRAKES/ROTOR	74.76	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-298600	1	001	5/17/2016	FUSE	10.17	001-110-6332	REPAIRS/CARS
8-298632	1	110	5/17/2016	CREDIT-BILL CORRECTION	74.76-	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-298857	1	167	5/17/2016	CREDIT-RETURN LIGHTS	117.70-	167-110-6507	TOBACCO FUND
8-298865	1	001	5/17/2016	HEADLIGHT PD CAR 345	44.43	001-110-6332	REPAIRS/CARS
8-298917	1	600	5/17/2016	PUMP OIL	242.95	600-811-6331	GAS AND OIL
8-299120	1	001	5/17/2016	OIL DRI	8.05	001-110-6399	BUILDING MAINT/REPAIR
8-299182	1	001	5/17/2016	CABLE WIRE-SNOW PLOW REPAIR	55.98	001-450-6350	REPAIRS/EQUIPMENT
8-299433	1	001	5/17/2016	PARTS	33.25	001-150-6332	REPAIRS
8-299460	1	001	5/17/2016	ELECTRICAL CONNECTORS	7.50	001-150-6332	REPAIRS
8-299546	1	001	5/17/2016	PARTS	14.97	001-150-6332	REPAIRS
8-299553	1	001	5/17/2016	CREDIT-RETURN PARTS	14.97-	001-150-6332	REPAIRS
8-299641	1	001	5/17/2016	TRANSMISSION PARTS	50.16	001-450-6350	REPAIRS/EQUIPMENT
8-299669	1	110	5/17/2016	PART-SHIFT CABLE	85.40	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-299770	1	600	5/17/2016	METER EQUIPMENT	29.99	600-812-6504	EQUIPMENT
8-299858	1	110	5/17/2016	LIGHTS	19.99	110-210-6599	SUPPLIES
8-299862	1	610	5/17/2016	OIL DRI	8.05	610-816-6310	BUILDING & GROUNDS
8-299883	1	110	5/17/2016	LIGHTS	19.99	110-210-6599	SUPPLIES
8-299917	1	001	5/17/2016	LICENSE PLATE LIGHT	48.02	001-150-6332	REPAIRS
8-300071	1	001	5/17/2016	HEADLIGHT SWITCH	12.92	001-150-6332	REPAIRS
8-300094	1	001	5/17/2016	TRANSMISSION	2654.00	001-450-6350	REPAIRS/EQUIPMENT
8-300146	1	110	5/17/2016	OIL FILTERS-MOWERS	10.90	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-300460	1	001	5/17/2016	PARTS	8.60	001-150-6332	REPAIRS
8-300481	1	001	5/17/2016	TRANSMISSION PARTS	260.56	001-450-6350	REPAIRS/EQUIPMENT

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

86 ARNOLD MOTOR SUPPLY							
8-300546	1	001	5/17/2016	CREDIT-RETURN PARTS	.71-	001-150-6332	REPAIRS
** VENDOR TOTAL **					3499.91	.00	3499.91
159 BOONE COUNTY ABSTRACT							
16533	1	307	5/17/2016	1121 3RD STREET LIEN REPORT	95.00	307-750-6750	DEMOLITION
16588	1	307	5/17/2016	403 BENTON LIEN REPORT	95.00	307-750-6750	DEMOLITION
16590	1	307	5/17/2016	1623 CARROLL ST LIEN REPORT	95.00	307-750-6750	DEMOLITION
** VENDOR TOTAL **					285.00	.00	285.00
169 BOONE COUNTY LANDFILL							
00279491	1	004	5/17/2016	EVIDENCE DUMP	29.45	004-290-6499	LANDFILL SERVICES
** VENDOR TOTAL **					29.45	.00	29.45
178 BOONE COUNTY RECORDER							
161338	1	001	5/17/2016	RECORDING FEES-CHARLES AHREN	22.00	001-620-6405	RECORDING/COURT FEES
** VENDOR TOTAL **					22.00	.00	22.00
181 BOONE COUNTY TREASURER							
051716	1	001	5/17/2016	PARKING TICKETS QTY 29	145.00	001-240-6599	SUPPLIES
11112	1	307	5/17/2016	1003 STORY PROPERTY TAXES	112.00	307-750-6750	DEMOLITION
2015-15161	1	307	5/17/2016	1001 STORY ST PROPERTY TAXES	77.00	307-750-6750	DEMOLITION
2015-15162	1	307	5/17/2016	1001 STORY ST PROPERTY TAXES	41.00	307-750-6750	DEMOLITION
219228	1	001	5/17/2016	301 9TH STREET PROPERTY TAXE	666.00	001-620-6418	TAXES
** VENDOR TOTAL **					1041.00	.00	1041.00
216 CAPITAL CITY EQUIPMENT							
13600B	1	600	5/17/2016	BLADES-QUICKIE SAW	65.70	600-812-6504	EQUIPMENT
** VENDOR TOTAL **					65.70	.00	65.70
254 BROWN ELECTRIC							
14342	1	600	5/17/2016	1ST WATER TOWER ELECTRIC SER	1873.47	600-811-6310	BUILDING & GROUNDS
** VENDOR TOTAL **					1873.47	.00	1873.47
312 CENTRAL IA DISTRIBUTING							
136015	1	610	5/17/2016	WEED KILLER AND SPRAY	594.45	610-816-6310	BUILDING & GROUNDS
136284	1	600	5/17/2016	WEED KILLER	627.30	600-811-6310	BUILDING & GROUNDS

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

312 CENTRAL IA DISTRIBUTING							
** VENDOR TOTAL **					1221.75	.00	1221.75
365 VISION BANK							
052016	1	168	5/17/2016	TRAINING MEALS	102.72	168-150-6499	FIRE TRUST ACCOUNT
052016	2	168	5/17/2016	PIZZA PARTY	34.69	168-150-6499	FIRE TRUST ACCOUNT
052016	3	001	5/17/2016	HR CONFERENCE EXPENSE	129.17	001-620-6240	TRAVEL/CONFERENCE EXPENSE
052016	4	600	5/17/2016	HR CONFERENCE EXPENSE	129.17	600-810-6240	TRAVEL/CONFERENCE EXPENSE
052016	5	610	5/17/2016	HR CONFERENCE EXPENSE	129.18	610-815-6240	TRAVEL/CONF ADMIN
052016	6	110	5/17/2016	HR CONFERENCE EXPENSE	129.18	110-211-6240	TRAVEL/CONFERENCE EXPENSE
052016	7	001	5/17/2016	COUNCIL PICS	57.48	001-620-6506	SUPPLIES/OFFICE
052016	8	001	5/17/2016	VARIDESK MAT/PROPLUS	445.00	001-110-6506	SUPPLIES/OFFICE
052016	9	001	5/17/2016	CREDIT-HIKIJI TRAINING	250.00-	001-110-6240	TRAVEL/CONF/TRAINING EXP
052016	10	001	5/17/2016	SKARE CLOTHING ALLOWANCE	98.98	001-110-6181	CLOTHING ALLOWANCE
052016	11	001	5/17/2016	STOP STICKS	101.00	001-110-6599	POLICE EQUIP/SUPPLIES
052016	12	001	5/17/2016	SIRCHIE POLICE SUPPLIES	179.26	001-110-6599	POLICE EQUIP/SUPPLIES
052016	13	167	5/17/2016	HR CONFERENCE EXPENSE	99.84	167-110-6506	MISC POLICE TRUST
052016	14	167	5/17/2016	HR CONFERENCE EXPENSE	41.84	167-110-6506	MISC POLICE TRUST
** TOTAL **					1427.51	.00	1427.51
** VENDOR TOTAL **					1427.51	.00	1427.51
422 CULLIGAN WATER CONDITIONI							
052016	1	610	5/17/2016	WATER FOR LAB TESTS	58.10	610-816-6490	LAB TESTS
** VENDOR TOTAL **					58.10	.00	58.10
511 DONALD ZEHNER							
051716	1	001	5/17/2016	PART-AIR HOSE	16.60	001-150-6310	BUILDING MAINTENANCE
** VENDOR TOTAL **					16.60	.00	16.60
553 ELECTRIC PUMP							
0868643-IN	1	610	5/17/2016	LIFT STATION MAINT/INSPECT	750.00	610-816-6399	LIFT STATION REPAIR
** VENDOR TOTAL **					750.00	.00	750.00
595 HAWKINS WATER TREATMENT G							
3875913	1	600	5/17/2016	CHLORINE/PHOSPHATE	1564.35	600-811-6501	CHEMICALS
** VENDOR TOTAL **					1564.35	.00	1564.35
608 FIRE SERVICE TRAINING BUR							
001867	1	001	5/17/2016	MEMBERSHIP DUES-ADAMS	20.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
002018	1	001	5/17/2016	POC TESTING	150.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
** VENDOR TOTAL **					170.00	.00	170.00
645 GALLS INC							
005285570	1	001	5/17/2016	SALATI CLOTHING ALLOWANCE	16.74	001-110-6181	CLOTHING ALLOWANCE

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

645 GALLS INC							
005310392	1	001	5/17/2016	BARBER CLOTHING ALLOWANCE	210.00	001-110-6181	CLOTHING ALLOWANCE
005310392	2	121	5/17/2016	VEST-BARBER	650.00	121-110-6504	POLICE/MISC
				** TOTAL **	860.00	.00	860.00
				** VENDOR TOTAL **	876.74	.00	876.74
880 INTERSTATE BATTERY OF IA							
1900301022	1	600	5/17/2016	BATTERY-DOOR ALARM	31.49	600-811-6310	BUILDING & GROUNDS
				** VENDOR TOTAL **	31.49	.00	31.49
906 IPERS							
051716	1	113	5/17/2016	IPERS ADJUSTMENT	244.60	113-430-6130	IPERS/PARK
				** VENDOR TOTAL **	244.60	.00	244.60
965 JERRY CARNEY & SONS INC							
718957	1	001	5/17/2016	COND FAN MOTOR-PD CAR 189	75.00	001-110-6332	REPAIRS/CARS
				** VENDOR TOTAL **	75.00	.00	75.00
1022 KEYSTONE LABORATORIES INC							
1203401	1	600	5/17/2016	LAB TESTS	21.20	600-811-6490	LAB ANALYSIS - STATE
1203402	1	610	5/17/2016	LAB TESTS	235.60	610-816-6490	LAB TESTS
				** VENDOR TOTAL **	256.80	.00	256.80
1057 KWBG							
16040263	1	001	5/17/2016	ADV CONTRACT-MAY	167.47	001-620-6414	PUBLICATIONS
16040263	2	110	5/17/2016	ADV CONTRACT-MAY	167.48	110-211-6414	PUBLICATIONS (RADIO/PAPER)
				** TOTAL **	334.95	.00	334.95
				** VENDOR TOTAL **	334.95	.00	334.95
1112 LINDY'S							
051716	1	167	5/17/2016	HANDGUNS	1800.00	167-110-6499	MISC CONTRACTS
051716	2	001	5/17/2016	KESTER CLOTHING ALLOWANCE	53.10	001-110-6181	CLOTHING ALLOWANCE
051716	3	001	5/17/2016	BAILEY CLOTHING ALLOWANCE	53.10	001-110-6181	CLOTHING ALLOWANCE
051716	4	001	5/17/2016	SLIGHT CLOTHING ALLOWANCE	53.10	001-110-6181	CLOTHING ALLOWANCE
051716	5	001	5/17/2016	BARBER CLOTHING ALLOWANCE	53.10	001-110-6181	CLOTHING ALLOWANCE
051716	6	001	5/17/2016	ROSE CLOTHING ALLOWANCE	53.10	001-110-6181	CLOTHING ALLOWANCE
051716	7	001	5/17/2016	LYNCH CLOTHING ALLOWANCE	53.10	001-110-6181	CLOTHING ALLOWANCE
				** TOTAL **	2118.60	.00	2118.60
21111	1	167	5/17/2016	HANDGUN	235.40	167-110-6499	MISC CONTRACTS
				** VENDOR TOTAL **	2354.00	.00	2354.00

1167 MARTIN MARIETTA MATERIALS

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

1167 MARTIN MARIETTA MATERIALS							
17384264	1	110	5/17/2016	GRAVEL-ROADS/ALLEYS	2305.01	110-210-6507	GRAVEL
17457415	1	110	5/17/2016	GRAVEL-ROADS/ALLEYS	93.05	110-210-6507	GRAVEL
17517081	1	110	5/17/2016	GRAVEL-ROADS/ALLEYS	1270.75	110-210-6507	GRAVEL
17535607	1	110	5/17/2016	GRAVEL-ROADS/ALLEYS	1345.68	110-210-6507	GRAVEL
17566756	1	110	5/17/2016	GRAVEL-ROADS/ALLEYS	925.82	110-210-6507	GRAVEL
** VENDOR TOTAL **					5940.31	.00	5940.31
1168 MARTIN OIL							
47058	1	110	5/17/2016	DIESEL	1829.12	110-210-6331	GAS & OIL
47058	2	600	5/17/2016	DIESEL	31.23	600-812-6331	GAS & OIL
47058	3	001	5/17/2016	DIESEL	395.91	001-430-6331	GAS & OIL
47058	4	001	5/17/2016	DIESEL	285.94	001-150-6331	GAS & OIL
47058	5	610	5/17/2016	DIESEL	97.21	610-817-6331	GAS AND OIL
47058	6	610	5/17/2016	DIESEL	76.03	610-816-6331	GAS/OIL
** TOTAL **					2715.44	.00	2715.44
47061	1	110	5/17/2016	GASOLINE	751.83	110-210-6331	GAS & OIL
47061	2	600	5/17/2016	GASOLINE	410.61	600-811-6331	GAS AND OIL
47061	3	600	5/17/2016	GASOLINE	434.32	600-812-6331	GAS & OIL
47061	4	001	5/17/2016	GASOLINE	.52	001-620-6240	TRAVEL/CONFERENCE EXPENSE
47061	5	001	5/17/2016	GASOLINE	310.56	001-430-6331	GAS & OIL
47061	6	001	5/17/2016	GASOLINE	459.19	001-450-6331	GAS & OIL
47061	7	001	5/17/2016	GASOLINE	2618.67	001-110-6331	GAS & OIL
47061	8	001	5/17/2016	GASOLINE	367.82	001-150-6331	GAS & OIL
47061	9	610	5/17/2016	GASOLINE	293.21	610-817-6331	GAS AND OIL
47061	10	610	5/17/2016	GASOLINE	136.49	610-816-6331	GAS/OIL
** TOTAL **					5783.22	.00	5783.22
** VENDOR TOTAL **					8498.66	.00	8498.66
1190 MCCLURE ENGINEERING COMPA							
12263	1	600	5/17/2016	WATER SOURCE STUDY	2925.00	600-811-6407	WATER OPERATION ENGINEERING
** VENDOR TOTAL **					2925.00	.00	2925.00
1279 MOFFITTS INC							
273353	1	001	5/17/2016	A/C REPAIR PD CAR 323	238.88	001-110-6332	REPAIRS/CARS
59736	1	001	5/17/2016	SHOCKS-PD CAR 345	357.72	001-110-6332	REPAIRS/CARS
** VENDOR TOTAL **					596.60	.00	596.60
1283 MOMAR							
120410	1	110	5/17/2016	WEED CONTROL	1684.60	110-210-6599	SUPPLIES
** VENDOR TOTAL **					1684.60	.00	1684.60
1297 MUNICIPAL SUPPLY COMPANY							

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

0620188-IN	1	610	5/17/2016	1297 MUNICIPAL SUPPLY COMPANY STORM SEWER INTAKE	537.50	610-817-6497	CMOM
0621071-IN	1	740	5/17/2016	MANHOLES	1103.00	740-865-6320	GROUNDS MAINT & REPAIRS
				** VENDOR TOTAL **	1640.50	.00	1640.50
162042	1	167	5/17/2016	1349 O'REILLY AUTOMOTIVE STORE LED BULB	56.96	167-110-6507	TOBACCO FUND
162542	1	167	5/17/2016	LED BULB	33.23	167-110-6507	TOBACCO FUND
163730	1	001	5/17/2016	PART	2.49	001-150-6332	REPAIRS
166115	1	110	5/17/2016	ANTENNA-ST SWEEPER	14.99	110-210-6350	REPAIRS-EQUIP/MECHANIC
				** VENDOR TOTAL **	107.67	.00	107.67
051716	1	167	5/17/2016	1394 CHARLES PEPPLES REIMBURSEMENT-HANDGUN	300.00	167-110-6499	MISC CONTRACTS
				** VENDOR TOTAL **	300.00	.00	300.00
15748	1	730	5/17/2016	1440 PRITCHARD BROS PLUMBING REPLACE ACTUATOR-FRC	184.00	730-899-6399	FRC-REPAIRS
				** VENDOR TOTAL **	184.00	.00	184.00
051716	1	001	5/17/2016	1454 CENTURYLINK LINE CHARGE-POLICE	74.00	001-110-6373	TELEPHONE
051716	2	001	5/17/2016	LINE CHARGE-SIREN	216.75	001-620-6373	TELEPHONE
051716	3	600	5/17/2016	SCADA	241.50	600-812-6499	WATER TOWER MAINTENANCE
				** TOTAL **	532.25	.00	532.25
				** VENDOR TOTAL **	532.25	.00	532.25
I7160721	1	610	5/17/2016	1764 TRANS IA EQUIPMENT POLE GRABBER	345.78	610-817-6505	EQUIPMENT
				** VENDOR TOTAL **	345.78	.00	345.78
245984	1	110	5/17/2016	1817 VAN WALL EQUIPMENT INC REPAIR STEERING-SKIDLOADER	87.58	110-210-6350	REPAIRS-EQUIP/MECHANIC
				** VENDOR TOTAL **	87.58	.00	87.58
9764444850	1	001	5/17/2016	1822 VERIZON WIRELESS WIRELESS SERVICE	280.07	001-110-6373	TELEPHONE
9764492521	1	600	5/17/2016	WIRELESS SERVICE	40.01	600-811-6373	TELEPHONE
				** VENDOR TOTAL **	320.08	.00	320.08
				1848 WALTERS SANITARY SERVICE			

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
64K38227	1	001	5/17/2016	1848 WALTERS SANITARY SERVICE WASTE REMOVAL-CITY HALL	61.08	001-650-6371	UTILITIES
64K38353	1	730	5/17/2016	WASTE REMOVAL-FRC	178.17	730-899-6371	UTILITIES/FAMILY RESOURCE
64K38879	1	307	5/17/2016	1121 3RD ST PICKUP	15.00	307-750-6750	DEMOLITION
64X39879	1	600	5/17/2016	WASTE REMOVAL-WTP	130.00	600-811-6372	LANDFILL/USERS FEES
64X39880	1	610	5/17/2016	WASTE REMOVAL-SEWER PLANT	203.73	610-816-6372	LANDFILL/USERS FEES
				** VENDOR TOTAL **	587.98	.00	587.98
9001756372	1	110	5/17/2016	1924 ZEP SALES & SERVICE FIRST AID SUPPLIES	263.70	110-210-6599	SUPPLIES
				** VENDOR TOTAL **	263.70	.00	263.70
570053695	1	610	5/17/2016	1925 ZIEGLER INC GENERATOR REPAIR/MAINTENANCE	1353.43	610-816-6350	REPAIRS
				** VENDOR TOTAL **	1353.43	.00	1353.43
59879	1	112	5/17/2016	1948 C J COOPER & ASSOCIATES TESTS QTY 3	105.00	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	105.00	.00	105.00
7096	1	001	5/17/2016	1953 HULL PLUMBING & HEATING RESTROOM REPAIRS	268.00	001-150-6310	BUILDING MAINTENANCE
				** VENDOR TOTAL **	268.00	.00	268.00
948707	1	110	5/17/2016	1963 BOONE HARDWARE PROPANE	18.99	110-210-6599	SUPPLIES
949059	1	001	5/17/2016	SUPPLIES	7.65	001-280-6599	SUPPLIES
949271	1	110	5/17/2016	PAINT SUPPLIES-PD FLOOR	30.93	110-210-6599	SUPPLIES
949351	1	110	5/17/2016	PARTS-REFLECTOR BASES	24.60	110-210-6509	SIGNS/POSTS/SIGNALS
949355	1	110	5/17/2016	PARTS-STREET SIGNS	16.20	110-210-6509	SIGNS/POSTS/SIGNALS
949512	1	600	5/17/2016	METER SUPPLIES	1.49	600-812-6599	SUPPLIES
949517	1	600	5/17/2016	OXYGEN CYLINDER	10.99	600-812-6599	SUPPLIES
949546	1	001	5/17/2016	SUPPLIES-DRYWALL REPAIR	10.07	001-110-6399	BUILDING MAINT/REPAIR
949604	1	610	5/17/2016	BLADE	7.89	610-817-6505	EQUIPMENT

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
				1963 BOONE HARDWARE			
949755	1	001	5/17/2016	EMS STORAGE BINS	11.96	001-150-6599	MISC/SUPPLIES
950682	1	610	5/17/2016	BULBS	13.99	610-816-6399	LIFT STATION REPAIR
951602	1	600	5/17/2016	SUMP PUMP SWITCH	49.99	600-811-6350	REPAIRS
953221	1	110	5/17/2016	PARTS-SEWER TRUCK	2.46	110-210-6350	REPAIRS-EQUIP/MECHANIC
				** VENDOR TOTAL **	207.21	.00	207.21
				2010 PAPER FREE TECHNOLOGIES			
20160134	1	001	5/17/2016	LASERFICH ANNUAL SUPPORT	263.25	001-620-6419	COMPUTER UPDATE/TRAINING
20160134	2	600	5/17/2016	LASERFICH ANNUAL SUPPORT	263.25	600-810-6419	COMPUTER UPDATE
20160134	3	610	5/17/2016	LASERFICH ANNUAL SUPPORT	263.25	610-815-6419	COMPUTER UPDATE
20160134	4	110	5/17/2016	LASERFICH ANNUAL SUPPORT	263.25	110-211-6599	COMPUTER UPDATES
				** TOTAL **	1053.00	.00	1053.00
				** VENDOR TOTAL **	1053.00	.00	1053.00
				2088 MUNICIPAL EMERGENCY SERVI			
1025693	1	001	5/17/2016	PAC II HOODS	177.21	001-150-6504	EQUIPMENT
				** VENDOR TOTAL **	177.21	.00	177.21
				2090 SPRING GREEN			
277207	1	610	5/17/2016	LAWN TREATMENT-SEWER PLANT	293.55	610-816-6310	BUILDING & GROUNDS
				** VENDOR TOTAL **	293.55	.00	293.55
				2129 TOTAL CHOICE SHIPPING			
74469	1	600	5/17/2016	POSTAGE-WATER SAMPLES	21.42	600-811-6490	LAB ANALYSIS - STATE
74546	1	600	5/17/2016	POSTAGE-WATER SAMPLES	10.54	600-811-6490	LAB ANALYSIS - STATE
74547	1	600	5/17/2016	BOXES	9.90	600-811-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	41.86	.00	41.86
				2302 TIM HILDRETH COMPANY INC			
19320	1	001	5/17/2016	BOILER MAINTENANCE	460.00	001-650-6310	REPAIRS
				** VENDOR TOTAL **	460.00	.00	460.00
				2433 ORKIN, INC			
108191316	1	730	5/17/2016	PEST CONTROL-FRC	128.00	730-899-6399	FRC-REPAIRS
				** VENDOR TOTAL **	128.00	.00	128.00
				2482 WILLIAM SKARE			
051716	1	167	5/17/2016	REIMBURSEMENT-HANDGUN	300.00	167-110-6499	MISC CONTRACTS
				** VENDOR TOTAL **	300.00	.00	300.00

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
10428	1	110	5/17/2016	2513 GRIMES ASPHALT & PAVING C COLD PATCH-POT HOLES	730.00	110-210-6399	REPAIRS-STREET
				** VENDOR TOTAL **	730.00	.00	730.00
T771239	1	369	5/17/2016	2556 TERRACON CONSULTANTS SOIL TESTING	5500.00	369-750-6751	PW BUILDING
				** VENDOR TOTAL **	5500.00	.00	5500.00
PINV382961	1	001	5/17/2016	2712 STOREY KENWORTHY SUPPLIES	191.42	001-110-6506	SUPPLIES/OFFICE
PINV383336	1	001	5/17/2016	PAPER	10.69	001-110-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	202.11	.00	202.11
F307507	1	600	5/17/2016	2740 HD SUPPLY WATERWORKS LTD PARTS-9TH ST WATERMAIN REPAI	2550.00	600-812-6498	REPAIRS
F329685	1	610	5/17/2016	MANHOLE LIDS	3605.00	610-817-6399	SEWER CLEANING/REPAIRS
F358800	1	600	5/17/2016	WATER METERS	14596.70	600-812-6727	METERS
F358801	1	600	5/17/2016	METER SUPPLIES	120.00	600-812-6599	SUPPLIES
F373571	1	600	5/17/2016	METER FLAGS	110.00	600-812-6599	SUPPLIES
				** VENDOR TOTAL **	20981.70	.00	20981.70
7319534	1	110	5/17/2016	2773 CROSS DILLON TIRE PELICAN STREET TIRE	246.05	110-210-6350	REPAIRS-EQUIP/MECHANIC
				** VENDOR TOTAL **	246.05	.00	246.05
051716	1	167	5/17/2016	2834 SAINTS AVENUE CAFE CITIZENS ACADEMY GRADUATION	345.00	167-110-6506	MISC POLICE TRUST
				** VENDOR TOTAL **	345.00	.00	345.00
769171	1	001	5/17/2016	2855 FBG SERVICE CORP CITY HALL CLEANING-MAY	744.00	001-650-6409	CITY HALL CLEANING
				** VENDOR TOTAL **	744.00	.00	744.00
6077	1	600	5/17/2016	2861 QUICK OIL COMPANY PROPANE	1402.28	600-811-6379	PROPANE
6196	1	600	5/17/2016	PROPANE	973.75	600-811-6379	PROPANE
				** VENDOR TOTAL **	2376.03	.00	2376.03

2867 FOTH ENGINEERING ALLIANCE

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

				2867 FOTH ENGINEERING ALLIANCE			
47886	1	376	5/17/2016	MARION ST RECONSTRUCTION	315.00	376-210-6407	MARION ST ENGINEERING
47886	2	378	5/17/2016	CRAWFORD ST RECONSTRUCTION	920.00	378-750-6407	CRAWFORD ST ENGINEERING
47886	3	379	5/17/2016	BENTON ST RECONSTRUCTION	11000.00	379-210-6761	BENTON ST CONSTRUCTION
				** TOTAL **	12235.00	.00	12235.00
				** VENDOR TOTAL **	12235.00	.00	12235.00
				2928 A-1 CARPET CLEANING			
15918	1	001	5/17/2016	CARPET CLEANING-CITY HALL	400.00	001-650-6490	SERVICES/CITY HALL
				** VENDOR TOTAL **	400.00	.00	400.00
				2975 PROBUILD NORTH LLC			
671061	1	110	5/17/2016	CONCRETE FORMS	41.32	110-210-6399	REPAIRS-STREET
671751	1	740	5/17/2016	MASON MIX-INTAKE REPAIRS	61.30	740-865-6324	DRAINAGE IMPROVEMENTS
				** VENDOR TOTAL **	102.62	.00	102.62
				3063 GOVCONNECTION INC			
53704883	1	001	5/17/2016	BATTERY BACK-UP	61.55	001-620-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	61.55	.00	61.55
				3069 HAMILTON REDI-MIX			
25949	1	110	5/17/2016	CONCRETE-PARKWAY DR REPAIR	239.00	110-210-6399	REPAIRS-STREET
				** VENDOR TOTAL **	239.00	.00	239.00
				3071 MIKE FRAZIER			
051716	1	167	5/17/2016	REIMBURSE HAND GUN	300.00	167-110-6499	MISC CONTRACTS
				** VENDOR TOTAL **	300.00	.00	300.00
				3072 LIBERTY TIRE RECYCLING SV			
890579	1	110	5/17/2016	TIRE DISPOSAL	443.20	110-210-6371	UTILITIES
				** VENDOR TOTAL **	443.20	.00	443.20
				3103 HUBER TECHNOLOGY INC			
CD10014304	1	610	5/17/2016	BAGS	255.00	610-816-6599	MISCELLANEOUS
				** VENDOR TOTAL **	255.00	.00	255.00
				3138 DIGITAL ALLY INC			
1085616	1	001	5/17/2016	ASSEMBLY BOX-PD CAR 345	215.00	001-110-6599	POLICE EQUIP/SUPPLIES
				** VENDOR TOTAL **	215.00	.00	215.00
				3159 OLDCASTLE ARCHITECTURAL			
210385918	1	610	5/17/2016	CONCRETE BLOCKS-INTAKE REPAI	321.84	610-817-6497	CMOM

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

3159 OLDCASTLE ARCHITECTURAL							
** VENDOR TOTAL **					321.84	.00	321.84
301346	1	001	5/17/2016	3284 HOLIDAY INN IMFOA HOTEL-ELMQUIST	190.40	001-620-6240	TRAVEL/CONFERENCE EXPENSE
** VENDOR TOTAL **					190.40	.00	190.40
I16-15361	1	001	5/17/2016	3304 RELIANT FIRE APPARATUS DRIVER MIRROR ENGINE 62	51.15	001-150-6332	REPAIRS
** VENDOR TOTAL **					51.15	.00	51.15
051716	1	167	5/17/2016	3306 RYAN PALMER REIMBURSEMENT-HANDGUN	300.00	167-110-6499	MISC CONTRACTS
** VENDOR TOTAL **					300.00	.00	300.00
052016	1	001	5/17/2016	3331 LUCAS WEIGEL MOWING	480.00	001-198-6498	WEED/SNOW
432815	1	001	5/17/2016	1211 W 2ND BOARD WINDOW/DOOR	400.00	001-198-6497	NUISANCE ABATEMENT
** VENDOR TOTAL **					880.00	.00	880.00
143316	1	001	5/17/2016	3495 KRISS PREMIUM PRODUCTS BOILER TESTING	100.00	001-650-6490	SERVICES/CITY HALL
** VENDOR TOTAL **					100.00	.00	100.00
1604D0107	1	600	5/17/2016	3506 CDS GLOBAL UB MONTHLY PROCESSING	814.14	600-810-6499	UB OUTSOURCING
1604D0107	2	610	5/17/2016	UB MONTHLY PROCESSING	814.14	610-815-6499	UB OUTSOURCING
1604D0107	3	001	5/17/2016	NEWSLETTER	121.20	001-620-6414	PUBLICATIONS
1604D0107	4	110	5/17/2016	NEWSLETTER	121.19	110-211-6414	PUBLICATIONS (RADIO/PAPER)
** TOTAL **					1870.67	.00	1870.67
1604D01070	1	600	5/17/2016	POSTAGE	1002.03	600-810-6499	UB OUTSOURCING
1604D01070	2	610	5/17/2016	POSTAGE	1002.04	610-815-6499	UB OUTSOURCING
** TOTAL **					2004.07	.00	2004.07
** VENDOR TOTAL **					3874.74	.00	3874.74
5000426678	1	110	5/17/2016	3513 HDS WHITE CAP CONST CORDLESS TOOL CHARGER	104.99	110-210-6727	EQUIPMENT
** VENDOR TOTAL **					104.99	.00	104.99
158627	1	001	5/17/2016	3552 ULTRAMAX AMMUNITION	1717.50	001-110-6599	POLICE EQUIP/SUPPLIES
** VENDOR TOTAL **					1717.50	.00	1717.50

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
3650 INFOBUNKER LLC							
1048-1721	1	001	5/17/2016	INTERNET	14.00	001-620-6373	TELEPHONE
1048-1721	2	001	5/17/2016	INTERNET	4.00	001-280-6371	UTILITIES
1048-1721	3	730	5/17/2016	INTERNET	9.00	730-899-6371	UTILITIES/FAMILY RESOURCE
1048-1721	4	001	5/17/2016	INTERNET	59.00	001-410-6499	COMPUTERS/TECHNOLOGY
1048-1721	5	610	5/17/2016	INTERNET	4.00	610-816-6373	TELEPHONE
1048-1721	6	110	5/17/2016	INTERNET	4.00	110-211-6373	TELEPHONE
1048-1721	7	001	5/17/2016	INTERNET	14.00	001-110-6373	TELEPHONE
** TOTAL **					108.00	.00	108.00
** VENDOR TOTAL **					108.00	.00	108.00
3658 INFOMAX OFFICE SYSTEMS							
18692754	1	001	5/17/2016	CITY HALL PRINTING CONTRACT	35.92	001-170-6506	SUPPLIES/OFFICE
18692754	2	001	5/17/2016	CITY HALL PRINTING CONTRACT	58.09	001-620-6599	MISC/MAINTENANCE AGREMNT
18692754	3	600	5/17/2016	CITY HALL PRINTING CONTRACT	255.80	600-810-6506	SUPPLIES/OFFICE
18692754	4	610	5/17/2016	CITY HALL PRINTING CONTRACT	255.80	610-815-6506	SUPPLIES/OFFICE
18692754	5	110	5/17/2016	CITY HALL PRINTING CONTRACT	58.29	110-211-6506	SUPPLIES/OFFICE
** TOTAL **					663.90	.00	663.90
** VENDOR TOTAL **					663.90	.00	663.90
3664 BOONE NEWS REPUBLICAN							
758867	1	001	5/17/2016	3-21 COUNCIL PROCEEDINGS	93.26	001-620-6414	PUBLICATIONS
763406	1	001	5/17/2016	NOXIOUS WEEDS	367.54	001-198-6498	WEED/SNOW
763967	1	001	5/17/2016	PD CIVIL SERVICE AD	89.10	001-110-6506	SUPPLIES/OFFICE
763981	1	001	5/17/2016	PD CIVIL SERVICE AD	129.66	001-110-6506	SUPPLIES/OFFICE
771137	1	001	5/17/2016	4-4 COUNCIL PROCEEDINGS	135.69	001-620-6414	PUBLICATIONS
774723	1	001	5/17/2016	BLDG ADMIN ASSIST	277.46	001-170-6506	SUPPLIES/OFFICE
774723	2	001	5/17/2016	BLDG ADMIN ASSIST	277.46	001-150-6506	SUPPLIES/OFFICE
774723	3	001	5/17/2016	BLDG ADMIN ASSIST	277.45	001-620-6506	SUPPLIES/OFFICE
** TOTAL **					832.37	.00	832.37
781793	1	001	5/17/2016	DEPUTY CLERK AD	27.90	001-620-6414	PUBLICATIONS
** VENDOR TOTAL **					1675.52	.00	1675.52
3693 NETWORKFLEET INC							
393130	1	110	5/17/2016	GPS	242.45	110-210-6371	UTILITIES
** VENDOR TOTAL **					242.45	.00	242.45
3705 MEDTRAK SERVICES							
202295	1	112	5/17/2016	411 PRESCRIPTIONS	2429.61	112-930-6150	GROUP INSURANCE PAYMENTS
** VENDOR TOTAL **					2429.61	.00	2429.61
3707 BERNIE LOWE & ASSOC INC							

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
1116	1	112	5/17/2016	3707 BERNIE LOWE & ASSOC INC 411 MEDICAL CLAIMS	37.07	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	37.07	.00	37.07
1503524	1	110	5/17/2016	3720 PREMIER COPIERS PRINTERS PRITNER CONTRACT-PW	41.00	110-211-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	41.00	.00	41.00
1062404662	1	001	5/17/2016	3775 RICOH USA INC PLOTTER INK	376.12	001-170-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	376.12	.00	376.12
3299424255	1	001	5/17/2016	3779 STAPLES ADVANTAGE TONER	242.35	001-150-6506	SUPPLIES/OFFICE
3299921464	1	001	5/17/2016	CREDIT RETURN PENCILS	6.59	001-430-6506	OFFICE SUPPLIES
7154598113	1	110	5/17/2016	COPY PAPER	21.74	110-211-6506	SUPPLIES/OFFICE
7154598113	2	600	5/17/2016	COPY PAPER	21.74	600-810-6506	SUPPLIES/OFFICE
7154598113	3	610	5/17/2016	COPY PAPER	21.74	610-815-6506	SUPPLIES/OFFICE
7154598113	4	001	5/17/2016	OFFICE SUPPLIES	3.49	001-620-6506	SUPPLIES/OFFICE
7154598113	5	001	5/17/2016	OFFICE SUPPLIES	17.13	001-430-6506	OFFICE SUPPLIES
7154598113	6	001	5/17/2016	OFFICE SUPPLIES	3.15	001-430-6506	OFFICE SUPPLIES
7154598113	7	001	5/17/2016	OFFICE SUPPLIES	3.75	001-430-6599	SUPPLIES
7154598113	8	001	5/17/2016	OFFICE SUPPLIES	8.65	001-430-6599	SUPPLIES
7154598113	9	001	5/17/2016	OFFICE SUPPLIES	5.00	001-430-6506	OFFICE SUPPLIES
7154598113	10	001	5/17/2016	OFFICE SUPPLIES	1.56	001-430-6506	OFFICE SUPPLIES
7154598113	11	001	5/17/2016	OFFICE SUPPLIES	6.59	001-430-6506	OFFICE SUPPLIES
7154598113	12	001	5/17/2016	COPY PAPER	21.74	001-620-6506	SUPPLIES/OFFICE
7154598113	13	001	5/17/2016	OFFICE SUPPLIES	1.48	001-430-6506	OFFICE SUPPLIES
				** TOTAL **	137.76	.00	137.76
7155768842	1	001	5/17/2016	OFFICE SUPPLIES	38.77	001-430-6506	OFFICE SUPPLIES
7155768842	2	600	5/17/2016	RECEIPT RIBBON	9.49	600-810-6506	SUPPLIES/OFFICE
7155768842	3	610	5/17/2016	RECEIPT RIBBON	9.49	610-815-6506	SUPPLIES/OFFICE
				** TOTAL **	57.75	.00	57.75
				** VENDOR TOTAL **	431.27	.00	431.27
BPDSV4G	1	167	5/17/2016	3780 SUSTEEN INC COMPUTER SOFTWARE	5999.00	167-110-6599	TRUST/DRUG PURCHASE
				** VENDOR TOTAL **	5999.00	.00	5999.00
				** GRAND TOTAL **	137873.75	.00	137873.75

	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
----- ACCOUNTS PAYABLE CLAIMS -----						
Park	ACCO UNLIMITED CORP	POOL CHEMICALS		1,208.30	188586	5/10/16
	ALLIANT ENERGY	UTILITIES-ANDERSON	1,578.69		188588	5/10/16
	ALLIANT ENERGY	UTILITIES-424 SNEDDEN	575.16		188607	5/11/16
Airport	ALLIANT ENERGY	UTILITIES-424 SNEDDEN LIGHTS	69.43		188607	5/11/16
	ALLIANT ENERGY	UTILITIES-RR1	191.10		188607	5/11/16
	ALLIANT ENERGY	UTILITIES-424 SNEDDEN HOUSE	51.37	2,465.75	188607	5/11/16
	BOLTON & MENK INC	APRON IV		2,075.00	188608	5/11/16
	BOONE ACE HARDWARE	BATTERY-CHEMICAL SPRAYER	64.99		188589	5/10/16
	BOONE ACE HARDWARE	SHOP TOWELS/TARP	68.97		188589	5/10/16
	BOONE ACE HARDWARE	SUPPLIES	13.57		188589	5/10/16
	BOONE ACE HARDWARE	ANDERSON PARK WATER PARTS	17.48		188589	5/10/16
	BOONE ACE HARDWARE	TOLIET SEATS	51.98		188589	5/10/16
	BOONE ACE HARDWARE	PART-SINK	5.99		188589	5/10/16
Park	BOONE ACE HARDWARE	PARTS-POOL	6.53		188589	5/10/16
	BOONE ACE HARDWARE	PARTS-POOL	16.48		188589	5/10/16
	BOONE ACE HARDWARE	PARTS-POOL WATER	15.48		188589	5/10/16
	BOONE ACE HARDWARE	CLEANING SUPPLIES	50.94	312.41	188589	5/10/16
	BOONE HARDWARE	CLEANING SUPPLIES		11.18	188590	5/10/16
Airport	BRENT GROVE	POWER RAKE RUNWAY		150.00	188609	5/11/16
	BRENT SHAW	CELL PHONE REIMB		19.00	188591	5/10/16
Park	BRIAN ANDERSON	CELL PHONE REIMB		19.00	188592	5/10/16
	CITY OF BOONE	POOL STARTUP		165.00	188593	5/10/16
	CONDON'S SERVICES LTD	TOW CEMETERY DUMP TRUCK		50.00	188594	5/10/16
Airport	CONNIE YOUNGER	FBO PAYMENT-MAY	2,550.00		188610	5/11/16
	CONNIE YOUNGER	TELEPHONE REIMBURSEMENT	136.10	2,686.10	188610	5/11/16
	DAVID J MORGAN	REIMBURSE CAULKING-ACE HARDWAR		21.36	188611	5/11/16
	DEPT OF INSPECTIONS & APPEALS	CONCESSION LICENSE		67.50	188595	5/10/16
Park	DOGPOOPBAGS.COM	BAGS		204.29	188596	5/10/16
	ELITE EXTERIORS	GUTTER/SNOW GUARDS		1,985.00	188597	5/10/16
	IOWA DEPT TRANSPORTATION	PARK GRABAGE ROUTE SUPPLIES		179.15	188598	5/10/16
	JANWAY COMPANY	LIBRARY SUPPLIES		291.96	188585	5/05/16
Park	KYLE KILSTROM	CELL PHONE REIMB		19.00	188599	5/10/16
	MOELLER ELECTRIC	POOL REPAIRS		369.00	188600	5/10/16
Airport	PEOPLES CLOTHING STORE	SHAW CLOTHING ALLOWANCE		80.00	188601	5/10/16
	PETROLEUM MARKETERS MUTUAL INS	UNDERGROUND TANK INS-AIRPORT		1,906.00	188614	5/11/16
	PORTABLE PRO	SERVICES		160.00	188602	5/10/16
	SUNSTROM MILLER PRESS	POOL PUNCH CARDS		455.00	188603	5/10/16
Park	VAN DIEST SUPPLY COMPANY	BUCCANEER WEED CONTROL	80.08		188612	5/11/16
	VAN DIEST SUPPLY COMPANY	VESSEL HERBICIDE	215.95	296.03	188612	5/11/16
	VAN-WALL EQUIPMENT INC	TURF SPRAYER		2,367.00	188605	5/10/16
Airport	VISTA LANDSCAPING & LAWN CARE	LAWN MOWING		4,200.00	188613	5/11/16
Park	WALTERS SANITARY SERVICE INC	WASTE REMOVAL-MCHOSE		224.00	188606	5/10/16
		TOTAL ACCOUNTS PAYABLE CHECKS		21,987.03		

UB DEPOSIT REFUND CHECKS						

	KELLY ALLEN	UB Deposit Refund		125.00	188314	4/11/16
	KATIE ASPENGRN	UB Deposit Refund		125.00	188315	4/11/16
	CHAD R BEHN	UB Deposit Refund		59.51	188301	4/11/16

Paid Bills

FUND FUND NAME	VENDOR TOTAL	CHECK#	CHECK DATE
JIM CARLSON	125.00	188310	4/11/16
ALEX E CHISHOLM	109.90	188299	4/11/16
AUDREY HUNTER	38.30	188304	4/11/16
SHAWNA KENARGANGI	18.26	188308	4/11/16
BRYN R MARTIN	39.84	188311	4/11/16
DEB MCDONALD	49.63	188305	4/11/16
JENNA E MCELMURY	101.71	188300	4/11/16
SARA & TRAVIS PFRIMMER	91.80	188306	4/11/16
LINDA QUINN	125.00	188302	4/11/16
ALEXANDER SCHMIDT	125.00	188316	4/11/16
JED M SMITH	28.11	188307	4/11/16
KATRINA SMITH	2.28	188303	4/11/16
DAWN SORBER	75.00	188313	4/11/16
ABBIGAIL M STAEBLER	95.76	188317	4/11/16
JACOB WILDT	84.88	188309	4/11/16
CHRIS WILLIAMS	125.00	188312	4/11/16
BRYCE ZENTNER	12.44	188298	4/11/16

DEPOSIT REFUNDS ON 4/11/2016 1,557.42

COLLIN T EMDE	35.29	188625	5/11/16
PATTY KELLER	57.95	188615	5/11/16
MICHAELLE KIRTON	61.04	188617	5/11/16
LISA LEWIS	.28	188621	5/11/16
GV BCK PROPETIES LLC	107.95	188616	5/11/16
ERIC LOBAUGH	61.82	188624	5/11/16
MARK MORAN	67.33	188626	5/11/16
JULIE OSBORN	47.27	188618	5/11/16
ARLIN G RILEY	108.45	188619	5/11/16
RONALD R ROWE	84.23	188627	5/11/16
SIGNET BUILDERS	174.63	188622	5/11/16
ANDREA R STRICKLAND-CREEL	51.00	188620	5/11/16
WENDY M TOLAN	.44	188623	5/11/16

DEPOSIT REFUNDS ON 5/11/2016 857.68

TOTAL UTILITY BILLING CHECKS 2,415.10

**** PAID TOTAL **** 24,402.13

***** REPORT TOTAL ***** 24,402.13

ACCOUNT NO	CUSTOMER NAME	CHECK NUMBER	CHECK DATE	SERVICE CODE	DEPOSIT NUMBER	DEPOSIT DATE	DEPOSIT AMOUNT	APPLY
101600010	PATTY KELLER	188615	5/11/16	WA		3/08/12	57.95	C
105100003	GV BCK PROPETIES LLC	188616	5/11/16	WA		1/05/15	107.95	C
106450006	MICHAELLE KIRTON	188617	5/11/16	WA		4/21/14	61.04	C
123310005	JULIE OSBORN	188618	5/11/16	WA		4/20/15	47.27	C
200750000	ARLIN G RILEY	188619	5/11/16	WA		8/31/15	108.45	C
207340007	ANDREA R STRICKLAND-CREEL	188620	5/11/16	WA		4/29/15	51.00	C
209010012	LISA LEWIS	188621	5/11/16	WA		6/01/11	.28	C
211510011	SIGNET BUILDERS	188622	5/11/16	WA		5/14/13	174.63	C
213120015	WENDY M TOLAN	188623	5/11/16	WA		9/25/15	.44	C
218490004	ERIC LOBAUGH	188624	5/11/16	WA		3/26/13	61.82	C
219160007	COLLIN T EMDE	188625	5/11/16	WA		12/22/15	35.29	C
224932406	MARK MORAN	188626	5/11/16	WA		12/26/13	67.33	C
309400004	RONALD R ROWE	188627	5/11/16	WA		12/23/15	84.23	C

						RPT TOTAL	857.68	

Deposit Refunds

Quodan Dispersion



Alcohol Inspection Form

City of Boone
923 8th Street
Boone, IA 50036

Type of Request: [] RENEWAL [x] NEW LICENSE [] TRANSFER (date _____)

Ol' Country Liquors, LLC 826 Story Street Boone, IA 50036
Company/Applicant Address City, State Zip

Karen E. McClellan (515) 230-0605
Primary Contact Name Phone e-mail

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.

Karen McClellan for Ol' Country Liquors 4-11-16
Applicant Signature Co-Applicant Date

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 Initials Date 5/4/16 Boone Fire Department (515) 432-3446 [x] no objection [] object Initials Date 5/4/16 Boone Building Official (515) 433-0633 [x] no objection [] object Initials Date 5/4/16

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)

Legal Limits Company/Applicant 70d Allen Street Boone, IA 50036
Address City, State Zip

Susan Nelson 432-4772 Primary Contact Name Phone e-mail
LC0037680 5-17-16 License Number Expiration

575-432-3436

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.

Susan K Nelson 4-28-16
Applicant Signature Co-Applicant Date

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

[] no objection
[] object

[Signature] 5/12/16
Initials Date

Notes or comments:

Boone Fire Department
(515) 432-3446

[X] no objection
[] object

[Signature] 5/12/16
Initials Date

Notes or comments:

Boone Building Official
(515) 433-0633

[X] no objection
[] object

[Signature] 5/12/16
Initials Date

Notes or comments:

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

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2409

RESOLUTION ESTABLISHING AUTHORIZATION FOR JOHN SLIGHT AS MAYOR AND LUKE NELSON AS CITY ADMINISTRATOR TO ENTER INTO A REAL ESTATE CONTRACT WITH BOBBI JO JOHNSON, CONCERNING 101 12TH ST., BOONE, IOWA LEGALLY DESCRIBED AS FOLLOWS:

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

WHEREAS, the city of Boone, Iowa intends to demolish the building located at the above address.

WHEREAS, the City Council of the City of Boone, Iowa, needs to authorize John Slight as Mayor and Luke Nelson as City Administrator to enter into a Real Estate Contract with Bobbi Jo Johnson, concerning the above-described real estate whereas Bobbi Jo Johnson shall pay \$1,000.00 on June 15, 2016 and the remaining balance, including interest on June 15, 2018.

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

That John Slight, as Mayor and Luke Nelson as City Administrator for Boone, Iowa are hereby authorized to enter into a Real Estate Contract with Bobbi Jo Johnson, concerning the above property as outlined above, and for them to be authorized to issue a Quit Claim Deed when the balance is paid in full.

PASSED THIS 16th day of May, 2016.

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

BJ McGinn
Steven Ray
Kevin Hicks

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

C. Scott Porter
Gary Nystrom

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

Nick Mallas
Greg Pıklapp

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

Mayor
City of Boone

Clerk
City of Boone

**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.

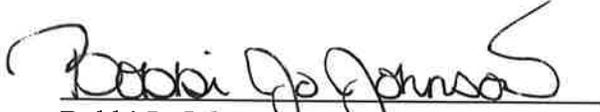
13. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

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.

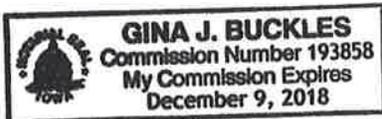
Signature of Notary Public

STATE OF IOWA, COUNTY OF BOONE

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



Signature of Notary Public



08-057

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2016 - AMENDMENT #1

To the Auditor of BOONE County, Iowa:

The City Council of BOONE in said County/Countries met on 5/16/2016, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. 2410

A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30 2016 (AS AMENDED LAST ON BOONE.)

Be it Resolved by the Council of the City of BOONE

Section 1. Following notice published May 5, 2016

and the public hearing held, 5/16/2016 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
Revenues & Other Financing Sources			
Taxes Levied on Property 1	5,269,684	0	5,269,684
Less: Uncollected Property Taxes-Levy Year 2	0	0	0
Net Current Property Taxes 3	5,269,684	0	5,269,684
Delinquent Property Taxes 4	0	0	0
TIF Revenues 5	901,821	0	901,821
Other City Taxes 6	1,314,659	0	1,314,659
Licenses & Permits 7	348,550	0	348,550
Use of Money and Property 8	199,526	0	199,526
Intergovernmental 9	2,086,206	753,950	2,840,156
Charges for Services 10	6,014,450	0	6,014,450
Special Assessments 11	42,100	0	42,100
Miscellaneous 12	166,600	0	166,600
Other Financing Sources 13	2,035,255	0	2,035,255
Transfers In 14	3,067,902	852,892	3,920,794
Total Revenues and Other Sources 15	21,446,753	1,606,842	23,053,595
Expenditures & Other Financing Uses			
Public Safety 16	3,946,001	50,800	3,996,801
Public Works 17	1,746,930	150,000	1,896,930
Health and Social Services 18	51,750	0	51,750
Culture and Recreation 19	1,513,325	0	1,513,325
Community and Economic Development 20	254,025	0	254,025
General Government 21	859,328	0	859,328
Debt Service 22	2,349,750	0	2,349,750
Capital Projects 23	4,060,605	764,450	4,825,055
Total Government Activities Expenditures 24	14,781,714	965,250	15,746,964
Business Type / Enterprises 25	4,867,988	0	4,867,988
Total Gov Activities & Business Expenditures 26	19,649,702	965,250	20,614,952
Transfers Out 27	3,067,902	852,892	3,920,794
Total Expenditures/Transfers Out 28	22,717,604	1,818,142	24,535,746
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year 29	-1,270,851	-211,300	-1,482,151
Beginning Fund Balance July 1 30	7,197,382	10,322,231	17,519,613
Ending Fund Balance June 30 31	5,926,531	10,110,931	16,037,462

Passed this 16th day of May 2016
(Day) (Month/Year)

Signature
City Clerk/Finance Officer

Signature
Mayor

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2412

RESOLUTION ESTABLISHING AUTHORIZATION FOR JOHN SLIGHT AS MAYOR TO ENTER INTO AND ACCEPT THE STIPULATION AND AGREEMENT WITH TOBY K'S HIDEAWAY AND AUTHORIZE HIM TO SIGN THE ORDER.

WHEREAS, the city of Boone, Iowa intends to enter into a Stipulation and Agreement with Toby Kruse on behalf of Toby K's Hideaway.

WHEREAS, the City Council of the City of Boone, Iowa, needs to authorize John Slight as Mayor to enter into a Stipulation and Agreement with Toby Kruse on behalf of Toby K's Hideaway and to authorize him to sign the Order.

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

That John Slight, as Mayor is hereby authorized to enter into a Stipulation and Agreement with Toby Kruse on behalf of Toby K's Hideaway and is authorized to sign the Order.

PASSED THIS 16th day of May, 2016.

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

BJ McGinn
Steven Ray
Kevin Hicks

C. Scott Porter
Gary Nystrom

Nick Mallas
Greg Pıklapp

Mayor
City of Boone

Clerk
City of Boone

Exhibit "A"

STATE OF IOWA
BEFORE CITY COUNCIL OF BOONE

IN RE:)	
)	
TOBY K'S HIDEAWAY)	
c/o Toby Kruse)	STIPULATION AND
1723 4 th Street)	AGREEMENT
Boone, Iowa 50036)	
)	
Permit No. LC-37878)	

COMES NOW the City of Boone, through counsel Jim P. Robbins, City Attorney, and Toby Kruse on behalf of Toby K's Hideaway ("PERMITTEE"), and hereby enter into the following Stipulation.

1. **VIOLATION.** The Permittee admits for the purposes of this matter, that on or about February 21, 2016 an employee or agent of the Permittee sold or dispensed an alcoholic beverage, wine or beer on the premises outside the time limits imposed by Boone City Code Section 120.05(2).

2. **ADMINISTRATIVE SACTIONS.** As an administrative sanction for the cited violation, the Permittee agrees to the following:

a. **CIVIL PENALTY.** The Permittee shall pay a fine in the sum of three thousand dollars (\$3,000.00). Full payment to the "City of Boone" shall be made by July 01, 2016.

b. A thirty (30) day suspension of the liquor license for Toby K's Hideaway to be effective from May 29, 2016 until June 29, 2016.

c. Permittee shall have all current employees of Toby K's Hideaway immediately participate in an educational class or classes, as to Iowa Liquor

Laws, to be provided by the Boone Police Department. Thereafter no one shall be employed by Toby K's Hideaway unless that have completed this educational course or if hired shall immediately make arrangements with the Boone Police Department to do so. This educational requirement shall be in effect until January 01, 2018.

3. **SCOPE OF STIPULATION.** This Stipulation is only applicable to the disposition of the above-referenced conviction against an employee of the Permittee for the February 21, 2016 violation, and shall not be binding as to any other offenses or violations of the law committed by the Permittee.

4. **ADMINISTRATOR APPROVAL.** The administrative sanction imposed pursuant to this Stipulation are subject to the approval of the City of Boone. The failure of the City of Boone to accept the proposed Administrative Sanctions as an appropriate sanction for the offenses charged in the pending hearing complaint shall render this Acknowledgement/Settlement Agreement null and void without force or effect upon any party.

CITY OF BOONE

LICENSEE

Jim P. Robbins, City Attorney

Toby Kruse on behalf of
Toby K/s Hideaway

BEFORE THE CITY COUNCIL OF THE CITY OF BOONE, IOWA

IN RE:	TOBY K'S HIDEAWAY	*	NO.
	c/o Toby Kruse		ORDER ACCEPTING
	1723 4th Street	*	STIPULATION AND
	Boone, Iowa 50036		AGREEMENT
		*	

ON this 16th day of May, 2016, in lieu of a public hearing on the matter, the Boone City Council approves the attached Stipulation And Agreement between the above captioned permittee and the City.

Therefore, the Boone City Councils FINDS that the above captioned permittee has remitted to the City of Boone, a civil penalty in the amount of three thousand dollars (\$3,000.00). The Boone City Council hereby suspends the liquor license for Toby K's Hideaway for a period of thirty (30) days effective May 29, 2016 to June 29, 2016

John Slight (Mayor)

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 not served by a common hallway shall be provided with a ~~sufficient number of fire extinguishers which are approved by the Compliance Officer.~~ Dwelling units served by a common hallway shall have a fire extinguisher within 30-feet of the entrance of each dwelling unit and centrally located. 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

171.11

- a. All charged and operable fire extinguishers must meet the requirements of applicable fire safety regulations promulgated by authorized officials of the State of Iowa in the Iowa Administrative Code. Fire extinguishers shall be subjected to required maintenance at intervals of not more than one year by a trained individual. 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.
 - i. Single Family Dwellings- All single family dwellings shall have at a minimum of one charged and operable 2-A: 10-BC rated fire extinguisher located in conspicuous locations where they will be readily accessible and immediately available for use.
 - ii. Two Family/Duplex/Triplex- All Two Family/Duplex/Triplex dwelling units shall have at a minimum of one charged and operable 2 ½ pound 2-A: 10-BC rated fire extinguisher located in conspicuous locations where they will be readily accessible and immediately available for use; or if the dwelling unit is served by a common corridor then a minimum of one charged and operable 5 pound 2-A: 10-BC fire extinguisher shall be located at each exit, if the distance to the exit exceeds 30 feet then an extinguisher shall be placed at half the distance between the exits so as to not exceed a traveled distance of greater than 30 feet to any extinguisher.
 - iii. Multi-Family (More Than 3 Units)- - All Multi-Family dwelling units shall have at a minimum of one charged and operable 2 ½ pound 2-A: 10-BC rated fire extinguisher located in conspicuous locations where they will be readily accessible and immediately available for use; or if the dwelling unit is served by a common corridor then a minimum of one charged and operable 5 pound 2-A: 10-BC fire extinguisher shall be located at each exit, if the distance to the exit exceeds 30 feet then an extinguisher shall be placed at half the distance between the exits so as to not exceed a traveled distance of greater than 30 feet to any extinguisher.



May 9, 2016

Boone City Council
923 Eighth Street
Boone, IA 50036

Dear Council Members,

Providing safe, healthy and affordable housing opportunities has been the hallmark of Habitat for Humanity's Christian housing ministry since its founding in 1976. Best known for building homes that meet these basic standards of decency, it is also Habitat's mission to advocate on behalf of all low and moderate income families in need of healthy places to call home.

In the process of identifying and selecting partner families to enter the Habitat for Humanity program, our volunteers have visited many rental properties in Boone. This is not surprising, as rental housing is occupied predominantly by individuals and families identified as low income by the Department of Housing and Urban Development, with annual household incomes below 80% of county median family income (MFI). Many are much lower.

During visits to Boone rental properties, Habitat volunteers have experienced instances of persistent black mold, insect/vermin infestations, broken or missing smoke detectors, broken doors and windows, nonfunctioning drains, and even one instance where the landlord had nailed all windows shut to keep bugs out, rather than install window screens.

In line with Habitat's mission, and because unhealthy and unsafe conditions are present in Boone rental properties, Heart of Iowa Habitat for Humanity is fully supportive of the City of Boone's efforts to enact a Rental Housing Code. Habitat for Humanity acknowledges and appreciates your efforts to improve the community, save taxpayer dollars, decrease crime and provide dignity to renters through required improvement in the health and safety of rentals.

Respectfully submitted,

Boone County Board of Directors

Tommy Gustafson
Janet Jaitz
Tom Eddy
Pat Hahn

Tim McLean
Maggie Stone
Bob Brown

720 Story St, Boone, Iowa 50036 United States

Phone: (515) 432-1168 www.heartofioawahabitat.org