

City Council Meeting Notice

Governing Body: City Council of Boone, Iowa

Date of Meeting: June 3, 2024

Time of Meeting: 6:00 P.M.

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

The City will have this meeting available via Zoom. To join the meeting via internet and/or phone please use the link and/or phone number below. If your computer does not have a mic and you wish to speak, you will have to call in.

<https://us02web.zoom.us/j/83480318016?pwd=Ka5f4kljfs0BWnV1ZSYb4MxfHkJW0Q.1>

Meeting ID: 834 8031 8016

Passcode: 856448

Phone: 1-301-715-8592 or 1-253-215-8782

1. ROLL CALL
2. APPROVAL OF AGENDA
3. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS
 - A. Public Hearing on the Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Water Treatment Plant and Wastewater Treatment Facility Roofs Replacement Project.
 1. 3207 – Resolution Approving Plans, Specifications, Form of Contract and Estimate of Cost for the Water Treatment Plant and Wastewater Treatment Facility Roofs Replacement Project.
 - B. Set a Public Hearing for June 17, 2024 at 6:00 p.m. on the Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Lime Slaker Replacement Project.
 - C. Set a Public Hearing for June 17, 2024 at 6:00 P.M. for the Consideration of an Application for a Community Development Block Grant (Upper Story Housing Program) for 1003 Marshall Street, Boone, Iowa.
 - D. Set a Public Hearing for June 17, 2024 at 6:00 P.M. for the Consideration of Adopting a Community Development and Housing Needs Assessment.
4. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA
5. REPORTS OF STANDING COMMITTEES
 - A. POLICY, ADMINISTRATION & EMPLOYEE RELATIONS COMMITTEE – Williamson, Chm.
 1. Update on Chicken Ordinance.
 - B. PUBLIC SAFETY AND TRANSPORTATION COMMITTEE – Hilsabeck, Chm.
 - C. UTILITY COMMITTEE – Angstrom, Chm.
 1. 3208 – Resolution Authorizing the Execution of a Professional Services Agreement for the 2024 Sanitary Sewer I/I Inspection Program (Phase 6) with WHKS &

Company.

D. ECONOMIC DEVELOPMENT COMMITTEE – Moorman, Chm.

1. Discuss/Approve Prairie Place, LLC. Development Incentives.
2. 3212 – Resolution Approving the Application of Prairie Place, LLC., to the Iowa Economic Development Authority Iowa Workforce Housing Tax Credit Program.
3. 3209 – Resolution Approving the Application of Lincoln Flats, LLC., to the Iowa Economic Development Authority Iowa Workforce Housing Tax Credit Program.
4. 3210 – Resolution Approving the Application of Page Flats, LLC., to the Iowa Economic Development Authority Iowa Workforce Housing Tax Credit Program.
5. 3211 – Resolution Approving the Application of Elite Gutters, LLC., to the Iowa Economic Development Authority Iowa Workforce Housing Tax Credit Program.

6. DEPARTMENT REPORTS

A. BUILDING OFFICIAL – Dave Ades

B. CLERK/FINANCE OFFICER – Ondrea Elmquist

1. Authorize Solicitation for Community Development Block Grant (CDBG) Administration Services.
2. Approve Scoring Criteria and Review Committee for the Community Development Block Grant (CDBG) Administration Services Proposals.

C. CITY ATTORNEY – Jim Robbins

D. DIRECTOR OF PUBLIC WORKS – Waylon Andrews

E. LIBRARY – Jamie Williams

F. PARK DIRECTOR/SUPERINTENDENT – Mike Cornelis

G. ENGINEER –

1. 3213 – Resolution Approving the Execution of a Professional Services Agreement for the Story Street/Downtown Mill and Overlay Project with Manatt’s Inc.
2. Approve Change Order No. 2 for the 8th Street Mill and Overlay Project.
3. 3214 – Resolution Accepting Engineer’s Notice of Acceptability of Work and Final Pay Request for the 8th Street Mill and Overlay Project.

H. PUBLIC SAFETY

1. Chief Adams
2. Chief Wiebold

I. CITY ADMINISTRATOR

1. Approve Moving Forward with the Recreation Center Referendum on November 5, 2024.
2. 3215 – Resolution Approving and Authorizing the Execution of a Contract with ISG Incorporated for Pre-Referendum Services for the Boone Community Recreation Complex.
3. 3216 – Resolution Approving and Authorizing Agreement with the Boone Area

Veterans Center, Inc. Concerning Property Located at 807 6th Street, Boone, Iowa.

7. 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 –
- b. New 5-Day License –
- c. Renewal – Bottled Bliss.
- d. Renewal – Cobblestone.
- e. Transfer – none

2. Cigarette/Tobacco Permit –

- a. Casey's #24 – 1127 Story St.
- b. Casey's #2 114 Mamie Eisenhower Ave.
- c. Fareway – 1711 Hawkeye Dr.
- d. Hy-Vee – 1111 8th St.
- e. L&M – 320 W. Mamie Eisenhower Ave.
- f. Shortstop – 1735 Mamie Eisenhower Ave.
- g. Walgreens – 310 Story St.
- h. Dollar General – 933 8th St.
- i. Casey's #3251 – 1303 SE Marshall St.
- j. World Liquor/Tobacco – 1030 8th St.
- k. Wal-Mart – 1515 SE Marshall St.
- l. Wilson's Tap – 1008 Story St.
- m. Circle K #22654122 – 1704 S. Story St.
- n. Circle K #22654123 – 315 Story St.
- o. Greenleaf Tobacco – 528 Story St.
- p. Tobacco & Vape Store – 1504 S. Story St.

D. RESOLUTIONS

- 1.* 3217 – Resolution Approving the Fiscal Year 2025 Adjustments for Salary and Health Savings Account Contributions for Full-Time Non-Union, Department Heads, and Part-Time Employees of the City of Boone.

2. 3218 – Resolution Authorizing Execution of a Services Agreement for Animal Control Services with the Boone Area Humane Society.
3. 3219 – Resolution Authorizing the City Clerk/Finance Officer to Make the Appropriate Interfund Transfers of Sums and Record the Same in the Appropriate Manner for Fiscal Year 2024.

E. BOARD AND COMMISSION APPOINTMENTS

1. Reappoint Mike Pritchard to the Planning and Zoning Commission for a Five (5) Year Term, Expiring June 30, 2029.
2. Appoint Randy Schmitz to the Planning and Zoning Commission for a Five (5) Year Term, Expiring June 30, 2029 to Replace Dan Gould.
3. Reappoint Cathy Wetzeler to the Family Resource Center Governance Board for a Three (3) Year Term, Expiring June 30, 2027.
4. Reappoint Mike MacDougall to the Family Resource Center Governance Board for a Three (3) Year Term, Expiring June 30, 2027.
5. Appoint Lacey Dreeszen to the Family Resource Center Governance Board for a Three (3) Year Term, Expiring June 30, 2027, to Replace Jody Fox.

F. OTHER

8. ORDINANCES

- A.** Third Reading – Ordinance 2306 To Allow the City of Boone, Iowa to Change the Finance Officer Language in the Code of Ordinances, Amending Chapters 18, 19, 5 and 17.
- B.** Second Reading – Ordinance 2307 To Change the Parking Regulations in the Code of Ordinances, Amending Chapter 69, Section 69.08(116) “On the West and South Side of South Jackson Street from Southeast Linn Street to Hancock Drive.”
- C.** Second Reading – Ordinance 2308 To Rezone Property on South Marshall Street, Changing the Zoning from C-1 (Special Commercial District) to C-3 (Limited Commercial District).
- D.** First Reading – Ordinance 2304 To Allow the City of Boone, Iowa to Add Language for Urban Chickens in the Code of Ordinances, Chapter 55.

9. MAYOR’S COMMENTS

10. COUNCIL MEMBER’S COMMENTS

11. MOTION TO ADJOURN

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3207

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE WATER TREATMENT PLANT AND WASTEWATER TREATMENT FACILITY ROOFS REPLACEMENT PROJECT.

WHEREAS, Short Elliott Hendrickson, Inc. has prepared and filed plans, specifications, form of contract, and estimate of cost for the Water Treatment Plant and Wastewater Treatment Facility Roofs Replacement Project; and

WHEREAS, said plans and specifications are consistent and in compliance hereto established by ordinance; and

WHEREAS, notice of hearing on plans, specifications, form of contract, and estimate of cost was published as required by law; and

WHEREAS, The City Council of Boone, Iowa held a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of said improvements on June 3, 2024 at 6:00 p.m. in the Council Chambers, located at 923 8th Street, Boone, Iowa.

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

Section 1: That the detailed plans, specifications, form of contract and an estimate of cost as prepared by Short Elliott Hendrickson, Inc. for the Water Treatment Plant and Wastewater Treatment Facility Roofs Replacement Project, are hereby approved.

Section 2: That said plans, specifications, form of contract and estimate of costs for the Water Treatment Plant and Wastewater Treatment Facility Roofs Replacement Project have been placed on file with the City of Boone, Iowa.

PASSED THIS 3rd day of June 2024.

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

Cory Henson
Kyle Angstrom
Terry Moorman

David Byrd
Linda Williamson

Lisa Kahookele
Kole Hilsabeck

Attest:

Mayor – City of Boone

Clerk – City of Boone

Veto _____
Mayor - City of Boone

Date: _____

CITY OF BOONE

COMMUNITY DEVELOPMENT AND HOUSING NEEDS ASSESSMENT

Community Development and Housing Needs of LMI Persons

The following needs have been identified by the elected and appointed officials of the City of Boone based on various budget, capital planning sessions, and the development of a hazard mitigation plan over the past several months. Some of the needs identified here have been programmed in the City's Five-Year Capital Improvement Plan while the City is currently working on identifying appropriate resources to help make other projects a reality.

- **Housing Rehabilitation.** The City has a need to increase the quality of the existing housing stock. (HIGH)
- **Housing.** The City has a growing population and housing is hard to find. The development of new housing including both owner-occupied, and rental units is a major need within the community. (HIGH)
- **Park Playground Improvements.** There is a need to review the current park system and update the playground equipment in the parks being highly utilized. (MEDIUM)
- **Pool Painting.** Boone Municipal Pool is in need of painting to meet health and safety standards. (HIGH)
- **Handicap Ramp Replacement.** The City is working to meet health and safety standards for sidewalks throughout the City by installing ADA accessible ramps. (HIGH)
- **Sidewalk Installation and Replacement.** The City has several areas that are lacking sidewalks or existing sidewalks are in need of replacement.

Other Community Development and Housing Needs

The following identified needs of the City do not directly impact LMI individuals or neighborhoods but other parts of the Boone community or the community as a whole.

- **Nuisance Abatement Demolition.** The City has an aggressive program where dilapidated and vacant homes have fallen into a condition beyond repair. The program provides for acquisition and demolition of these structures; with new home replacement incentives. The program may also fund demolition of commercial structures such as the old Garfield School. (MEDIUM)
- **Wellness Center.** Following the closing of the community YMCA approximately five (5) years ago, the City has a demand for a community wellness center. (MEDIUM)
- **City Vehicle Replacements.** The City has a developing need for the replacement of critical department vehicles including a fire truck, police cars, and public works vehicles (dump trucks, plows, etc.). (HIGH)

- Downtown Street Improvement Project. Safe streets, updated infrastructure and adequate parking in the central business district are critical components to the success of thriving downtown area. The existing street is in need of improvements to ensure a prolonged life that meets the current and future needs of the community and businesses in downtown Boone. (MEDIUM)
- Snedden Drive Lift Station Project. The City has a need to construct improvements to the existing lift station at Snedden Drive to ensure continued operations of the sewer collection system. (HIGH)
- Sanitary Sewer I/I Inspection. The City is trying to identify sources of infiltration and inflow within the wastewater treatment collection system to reduce the amount of wastewater flows going to the treatment plant. (MEDIUM)
- Wastewater Treatment Facility Improvements. The City consulted with Short Elliott Hendrickson in 2021-2022 to complete an expansion study of the Wastewater Treatment Plant Facility. During the study the City became aware of several maintenance projects that needed to be completed: Headworks building improvements, sludge facilities decant improvements, and roof replacement on the headworks/control building and the administration/lab building. (HIGH)
- Water Treatment Plant Improvements: The City's water treatment is aging and is in need of several maintenance items including: replacement of two (2) existing lime slakers and replacement of roofs on the water treatment plant building and the high service pump building.
- Water Treatment Plant Study: With an increase in need for water supply and an aging water treatment plant, it is imperative that the City does a study to determine the current water treatment plant system's capacity and needs.

Planned or Potential Activities to Address Housing and Community Needs

As of this time the City has not identified a planned activity to address all of the above identified needs; however, the City is currently working toward achieving the identified needs in the following ways:

- Housing Rehabilitation. The City is on its second round of Owner-Occupied Housing Rehabilitation grants through the Central Iowa Housing Trust Fund Program. This grant focuses on those that meet the low-to-moderate income levels and need financial assistance in completing home improvements for the betterment of health and safety. The Jumpstart Boone program incentivizes anyone to make home improvements through a five (5) year tax abatement on the first \$75,000.00 of increased valuation if the improvements increase the valuation by more than 10%.
- Low-to-Moderate Income Housing. The City has a need for new low-to-moderate income housing. BJB Boone is finishing the construction of 30 new units designated for senior low-to-moderate income clients and 40 new units designated for family low-to-moderate income clients.
- Housing. The City has a Housing Incentive Program that incentivizes individuals and developers up to \$10,000.00 per owner occupied home sold between \$200,000 and \$400,000.00. An alternative option is the Jumpstart Boone program that offers tax abatement up to \$75,000.00 of increased property valuation for five (5) years. The City has completed the paving of South Marion and West Park Avenue, where Kate's Landing will be starting the construction on 128-

units of market rate rental housing. The City is working with several other developers on bringing in additional market-rate housing options.

- **Park Playground Equipment.** Replacement of the playground equipment at Milwaukee Park was completed in the Spring of 2024. The Park Board has successfully received grant funding to match the City's contributions to order playground equipment for Franklin Park with the estimated replacement being in the Fall of 2024.
- **Boone Municipal Pool Painting.** The City has funded the painting of the Boone Municipal Pool in Fiscal Year 2025. The Park Board has retained Short Elliott Henderickson to provide specifications and bidding services for the project.
- **Sidewalk Installation and Replacement.** The City has funded a program to promote the installation or replacement of sidewalks. With this program property owners may submit a copy of a contractor's invoice to receive up to 25% of the cost of construction.
- **Water Treatment Plant Improvements.** The City has increased rates to accommodate repayment of SRF bonding for the improvements at the Water Treatment Plant. The City will continue to seek out grants for further improvements at the Water Treatment Plant.
- **Wastewater Treatment Facility Improvements.** The City has increased rates to accommodate repayment of SRF bonding for the improvements at the Wastewater Treatment Facility. The City will continue to seek out grants for further improvements at the facility.
- **Sanitary Sewer I/I Inspection.** The City has partnered with WHKS to inspect the Sanitary Sewer infrastructure and sump pump connections. The City has just completed their fifth year of the program and is in the process of selecting and approving the area for phase 6. Funding for this program is limited each year resulting in limited area being inspected.
- **Handicap Ramp Replacement.** The City is working to achieve improvements to the City's pedestrian system by making improvements to the sidewalk approaches throughout the City. This includes making improvements where citizens have realized a need as well as working on improvements in other areas over a period of time. The City is trying to identify potential grants and funding sources for these improvements.
- **Nuisance Abatement Demolition.** The City continues to prioritize the restoration and preservation of existing structures within the community; however, from time to time demolition is needed. The City allocates funds over time to make improvements; however, additional funding needs to be found and the City continues to work to provide other programs and resources.
- **Wellness Center.** Elected officials and staff are working to obtain and develop a potential scope for the project while identifying potential sources of funding for the project.
- **City Vehicle Replacements.** The City is working to identify alternative funding sources to help fund needed vehicle replacements while budgeting existing resources for immediate needs.
- **Downtown Street Improvement Project.** The City has allocated funds for the milling and overlay of Downtown Story Street from 4th Street to 11th Street and 50 feet East and West at each

intersection in this designated area. In addition, a parking study has been completed and it has been approved to convert the north-bound lane parking to diagonal parking.

- Snedden Drive Lift Station Project. The City is looking for funding for upgrading the Snedden Drive Lift Station. This has become a priority with the increase in proposed development.
- Water Treatment Plant Study. The City has entered into a contract with Short Elliott Henderickson to complete a Water System Preliminary Engineering Report for the evaluation of the potential impacts of the new industry coming to Boone, as well as recommended improvements and associated costs for making improvements to the water system to meet the needs of the community. Funding for these improvements will need to be addressed and grants will need to be sought.

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3208

RESOLUTION AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR THE 2024 SANITARY SEWER I/I INSPECTION PROGRAM (PHASE 6) BETWEEN THE CITY OF BOONE AND WHKS & COMPANY.

WHEREAS, the City of Boone is working to reduce the amount of rainwater and groundwater entering the sanitary sewer system during wet weather, in order to reduce sewage handling and treatment costs, minimize sanitary sewer overflows, and extend the life of upgrades made to the sewer system and treatment facilities; and

WHEREAS, WHKS proposes to investigate and inventory sources of clear water through sump pump inspections, smoke and dye testing, manhole inspections, and flow/rain monitoring; and

WHEREAS, the City of Boone has determined the area of focus for 2024 shall be bordered by Benton Street on the West, 10th Street on the North, and 1st Street on the South; and

WHEREAS, within the Scope of Services, it is understood and agreed that the project shall include:

1. **I/I Program Setup and Management:** Perform general project administration duties including supervision and coordination of project team, review project costs and billings, prepare invoices, status reports, public notices, and informational literature. Set up initial inspection list, refinement of proposed inspection methodology, quality control of inspection data, and provide a final report including statistics and maps of passed, failed, and unresolved inspections. Advise of obtaining Special Engineering Services and attend one (1) public informational meeting.
2. **Sump Pump Inspections/Reinspections:** Schedule and conduct all inspections and reinspection by observing the discharge location and discharge pipe materials of any sump pumps and pits and the discharge locations of interior foundation drains. Provide a copy of the completed inspection form to the property owner following the inspection. Re-inspect any failed inspections after corrections, to confirm that the plumbing corrections have been completed.
3. **Flow and Rainfall Monitoring:** Install, maintain, and remove temporary flow meters and rainfall gauges. The data will be downloaded, consolidated, and graphed at the conclusion of the monitoring period.
4. **Smoke Testing and Manhole Inspections:** Conduct smoke testing of the sewer mains and manhole inspections. Prepare smoke test information materials, reporting and inspection forms. Conduct follow-up inspections to determine the discharge location for sump pumps in properties marked for follow-up during initial inspection and conduct private sector dye testing.

WHEREAS, WHKS may request, as needed to complete this work, from the City of Boone; sanitary and storm sewer electronic base maps, publishing of public notices for smoke testing, property owner names, sewer account numbers, and addresses for sump pump inspections, parcel GIS file or assistance obtaining parcel GIS from County, and City sewer surcharges.

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

Section 1: That said Agreement is hereby approved and the City Council authorizes Mayor Elijah Stines to sign the Agreement with WHKS for services in relation to the 2024 Sanitary Sewer I/I Inspection Program (Phase 6).

Section 2: That the City of Boone shall compensate WHKS for their services, in an amount not to exceed \$108,548.00. (I/I Program Setup and Management \$18,600.00, Sump Pump Program Inspections \$27,948.00, Sump Pump Program Re-inspections \$8,938.00, Flow and Rainfall Monitoring \$30,615.00, Smoke and Dye Testing, and Manhole Inspections \$22,447.00).

PASSED THIS 3rd day of June, 2024.

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

Lisa Kahookele
Kyle Angstrom
Terry Moorman

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

David Byrd
Linda Williamson

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

Elijah Stines
Kole Hilsabeck

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

Mayor
City of Boone

Clerk
City of Boone

Veto _____ Date: _____
Mayor - City of Boone



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Boone** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **2024 Sanitary Sewer I/I Inspection Program (Phase 6)**.

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Field investigation and analysis engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Item A (Base Price for I/I Program Setup and Management)- Lump Sum fee of \$18,600.

Item B (Sump Pump Program Inspections)- Billed at \$51/Initial Inspection. Estimated fee based on 548 properties is \$27,948.

Item C (Sump Pump Program Re-Inspections)- Billed at \$82/Re-Inspection. Estimated fee based on 109 properties is \$8,938.

Item D (Flow and Rainfall Monitoring)-Billed at \$665/flow meter/month, \$540/rain gauge/month, \$2,000 reimbursable expense for flow meter band purchase, and \$5,800 lump sum for flow data analysis. Estimated fee based on 3 flow monitors and 1 rain gauge for a duration of 9 months is \$30,615.

Item E (Smoke Testing, Manhole Inspections, and Private Dye Testing)- Billed at \$0.49/linear foot of sewer for smoke testing, \$259 private sector dye test per property, and \$69/manhole. Estimated fee based on 29,650 linear feet of sewer, 5 private sector dye tests, and 96 manhole inspections is \$22,447.

Total Estimated Fee on next page.

Total Estimated Fee of \$108,548 including expenses.

Executed this _____ day of _____, 2024

City of Boone

WHKS & CO.

By: _____

By:  _____

Printed Name: _____

Printed Name: Derek J. Thomas, P.E.

Title: _____

Title: Vice President



Exhibit A to Professional Services Agreement

A. Project Description

The overall goal of the proposed 2024 Sanitary Sewer I/I Inspection Programs is to reduce the amount of rainwater and groundwater entering the sanitary sewer system during wet weather. Removing this clear water will reduce sewage handling and treatment costs, minimize sanitary sewer overflows, and extend the life of upgrades made to the sewer system and treatment facilities.

The Project will consist of sanitary sewer collection system inspections, sump pump/beaver drain inspections, and analysis within the eastern area of the City shown on the attached Exhibit B.

Sources of clear water will be investigated and inventoried through sump pump inspections, smoke testing, manhole inspections, and flow/rain monitoring. Defects will be analyzed and prioritized to identify critical structural deficiencies and sources of I/I that are cost effective to reduce. Inventory data will be reported in Geographic Information System (GIS) format, which will assist in creation of GIS base mapping and asset management.

Private sector sump pump and beaver drain inspections will be conducted to identify and correct illicit private sources of clear water in the collection system. This task will include a public workshop at the beginning of the inspection season.

Approximate quantities of sanitary mains, manholes, and properties within the 2024 area (see Exhibit B for identification of subareas):

Area	Length of Sewer Mains	Number of Manholes	Number of Properties for Inspection
Primary inspection area	21,982 L.F.	72	532
Subarea A	4,279 L.F.	9	16
Subarea B	3,389 L.F.	15	0 (excluded in this subarea)
Subarea C	0	0	0

Subarea C includes the Chicago Northwestern railroad line. There is only one sanitary sewer crossing this area, which will be accessed for smoke testing via the Primary inspection area and Subarea A. No work is proposed within Subarea C under this scope of services.

B. Scope of Services Provided Under This Agreement:

1. **Item "A" I/I Program Setup and Management**

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Prepare Public Notices and Informational Literature. WHKS will reuse the methods and information established in the previous three phases of the Program, for this

Project. We will renew and update the public information website BooneSump for use during this Project.

- Sump Pump Project Support and Administration. Project administration services, including setup of initial inspection list, refinement of proposed inspection methodology, quality assurance / quality control of inspection data and coordination with the City. WHKS will also provide the Client access to the project website, if Client desires. At the completion of the program, WHKS will provide a Final Report that will include statistics and maps showing the inspections passed, failed, and unresolved. The report will be provided in electronic table (Excel, Access, CSV) and GIS shapefile formats.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph D., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend one (1) public information meeting to inform the public about the sump pump program.

2. Item "B" Sump Pump Inspections

This task is for inspection of properties to identify cross connections between sump pumps, beaver drains, other clear water sources, and the sanitary sewer.

- **Schedule Inspections.** WHKS will schedule all inspections. WHKS will develop and maintain a project website for use in scheduling and reporting inspections. WHKS will provide inspection reports to residents. Up to three (3) notification letters per property are included in this scope. Additionally distribution of door hangers to unresponsive properties between the 2nd and 3rd notices are also included in this scope.
- **Conduct Initial Inspections.** Inspections will be conducted for all properties with active sewer accounts within the identified basins, including commercial and industrial properties. The inspections will consist of observing the discharge location and discharge pipe materials of any sump pumps and pits and the discharge locations of interior foundation drains. WHKS will photograph the interior plumbing and exterior of the home. WHKS will also record grading that is sloped towards the buildings and building roof drain/downspout locations. Inspections will not include dye tracing to determine sump pump discharge point. Inspections will not include televising of laterals. If a sump pump or roof drain discharge location cannot be determined by visual inspection, it shall be noted, and a separate dye test inspection will be necessary for making the final determination. Inspections will be completed between the hours of 7:00 am and 7:00 pm, Monday through Friday. WHKS will not provide corrective plumbing services. This contract assumes all initial inspections will be completed by the end of 2024. Initial inspections past 2024 may be billed at the reinspection rate or be completed under a future scope of work as directed by the City. Inspection fee is on a per-inspection basis and includes conducting inspections, travel time, receiving resident phone calls to schedule inspections, field QA/QC data checks, data entry, per diem, mileage, and expenses.
- **Resident Reports.** WHKS will provide a copy of the completed inspection form to the property owner following each inspection.
- **QA/QC.** The field data on each form will be reviewed for completeness and for obvious errors or inaccuracies.

3. Item “C” Sump Pump Reinspections

This task is for reinspection of properties to confirm that plumbing corrections have been completed.

- **Schedule Reinspections.** WHKS will schedule all reinspections using the same system as for initial inspections. WHKS will provide reinspection reports to residents. One (1) notification letter/report per property is included in this scope.
- **Conduct Reinspections.** WHKS will provide reinspection of failed inspections after correction. Reinspection fee is on a per-inspection basis and includes all labor and expenses. This contract assumes all reinspections will be completed by the end of 2024. Reinspections past 2024 may be completed under a future scope of work.
- **Resident Reports.** WHKS will provide a copy of the completed reinspection form to property owner following reinspection.
- **QA/QC.** The field data on each form will be reviewed for completeness and for obvious errors or inaccuracies.

4. Item “D” Flow and Rainfall Monitoring

This task includes installation, maintenance, and removal of temporary flow meters and analysis of city-provided rainfall gauge data. The intent is to capture at least one significant rainfall event and use the data to identify leaky sub-basins. A secondary intent is to provide preliminary flow data for a future post-rehabilitation analysis. The locations, quantity, and duration of monitoring has not yet been determined. There is no guarantee of weather conditions or the potential duration of monitoring needed to meet the Client’s objectives.

- **Temporary flow and rainfall monitoring.** WHKS crews will perform a field check of proposed locations and review these locations with City staff prior to flow monitor installation. WHKS will install temporary battery-operated flow meters. WHKS will perform field calibration during installation and perform monthly calibration checks and data/downloads during the duration of the monitoring. WHKS will remove flow meters after monitoring is complete. Proposed price is based on utilizing the City’s Teledyne Isco 2150 Area/Velocity monitoring equipment monthly. If rental equipment is required, rental fees will be billed at additional cost to the City.

The City’s Isco 4120 monitoring equipment will be installed and monitored as a 4th site, and included in the end-of-season data analysis. No separate fee will be charged for this 4th site for the 2024 season.

- **Data analysis.** Data will be downloaded, consolidated, and graphed at the conclusion of the monitoring period. Identification of peak rain events and peaking factors for subsheds will be provided from the data analysis.
- **Reimbursable Expense.** Reimbursable expense budget is included in this proposal for purchase of replacement sensor, band, or other flow metering items as needed. Client will pre-approve any reimbursable expense prior to purchase.

5. Item “E” Smoke Testing, and Manhole Inspections

This task consists of conducting smoke testing of sewer mains, and manhole inspections.

- **Smoke Testing Procedures.** Smoke testing procedures and methodology used in the previous phases of the program will be reviewed and refined for this Project. Methodology includes discussion of public notices, staffing, weather and ground conditions, timeframe, any sensitive areas to avoid, etc.

- **Prepare Smoke Test Information Material.** We will provide public notice templates for newspaper, cable TV, City website and/or door hangers to inform the area residents of the smoke testing activities. WHKS will distribute one set of door hangers prior to conducting smoke testing.
- **Prepare Manhole Database, Smoke and Dye Test Database, and Reporting Forms.** Inspection forms, databases and reports will follow WHKS format and may incorporate special City codes as requested by the Client.
- **Conduct Smoke Testing.** The smoke testing program will force non-toxic smoke into the sewer pipes with a mechanical blower and observe the areas from which the smoke appears. While the blower is running, crews will travel throughout the area taking photographs of problem areas. The smoke is non-toxic, leaves no residue, and creates no fire hazard. The white smoke should appear from vent pipes on the roofs of buildings and may appear from defects in the collection system in areas such as storm sewer intakes, roof drains, etc. We provide the smoke canisters and blower. We will provide a WHKS crew chief and two WHKS crew members to conduct the smoke testing.
- **Dyed Water Rainfall Simulation to Verify Cross Connections – Public Sector.** This item has been deleted from the scope, per Client direction.
- **Dye Tests for Sump Pump Follow-ups.** Follow-up inspections will be conducted to determine the discharge location for sump pumps in properties marked for 'Followup' during initial inspection. Private sector dye testing shall be conducted as part of this task. We will provide a two-person crew to perform the followup dye tests. An inspection report will be mailed to the property owner following inspection.
- **Conduct Manhole Inspection.** All manholes within the project area will be inspected from the street surface. Each manhole will be inspected to document the condition of the manhole casting, barrel sections, base, and pipe connections. Manhole center invert elevations will also be measured in each manhole. For manholes with multiple pipes entering or where there is an apparent elevation difference between incoming and outgoing pipes a measurement from the rim to invert will be made without entering the manhole, unless it is felt that such measurement would be inaccurate due to angling of the level rod or another reason. A digital photograph of the lid and interior of the structure will be taken. All observations of manhole condition and leakage will be recorded in an Access database suitable for use with the City's Geographic Information System (GIS). A projected average inspection time of 3 manholes per hour was used for this estimate.
- **QA/QC.** Field data will be reviewed for completeness and for obvious errors or inaccuracies. Smoke, dye and manhole forms will be reviewed to correlate with the City's sewer maps.

C. Items to be Provided by Client:

We will request the following from the Client as needed to complete this work:

1. Sanitary and storm sewer electronic base maps
2. Publishing of public notices for smoke testing, if desired by Client
3. Property owner names, sewer account numbers, and addresses for sump pump inspections.
4. Parcel GIS file, or assistance obtaining parcel GIS from County.
5. City sewer surcharges. We will rely on City to apply surcharges to unresponsive and non-compliant properties based on WHKS sump pump inspection results. Failure to apply

surcharges may result in lower resolution rates, or request for additional fee to extend the duration of the inspection program.

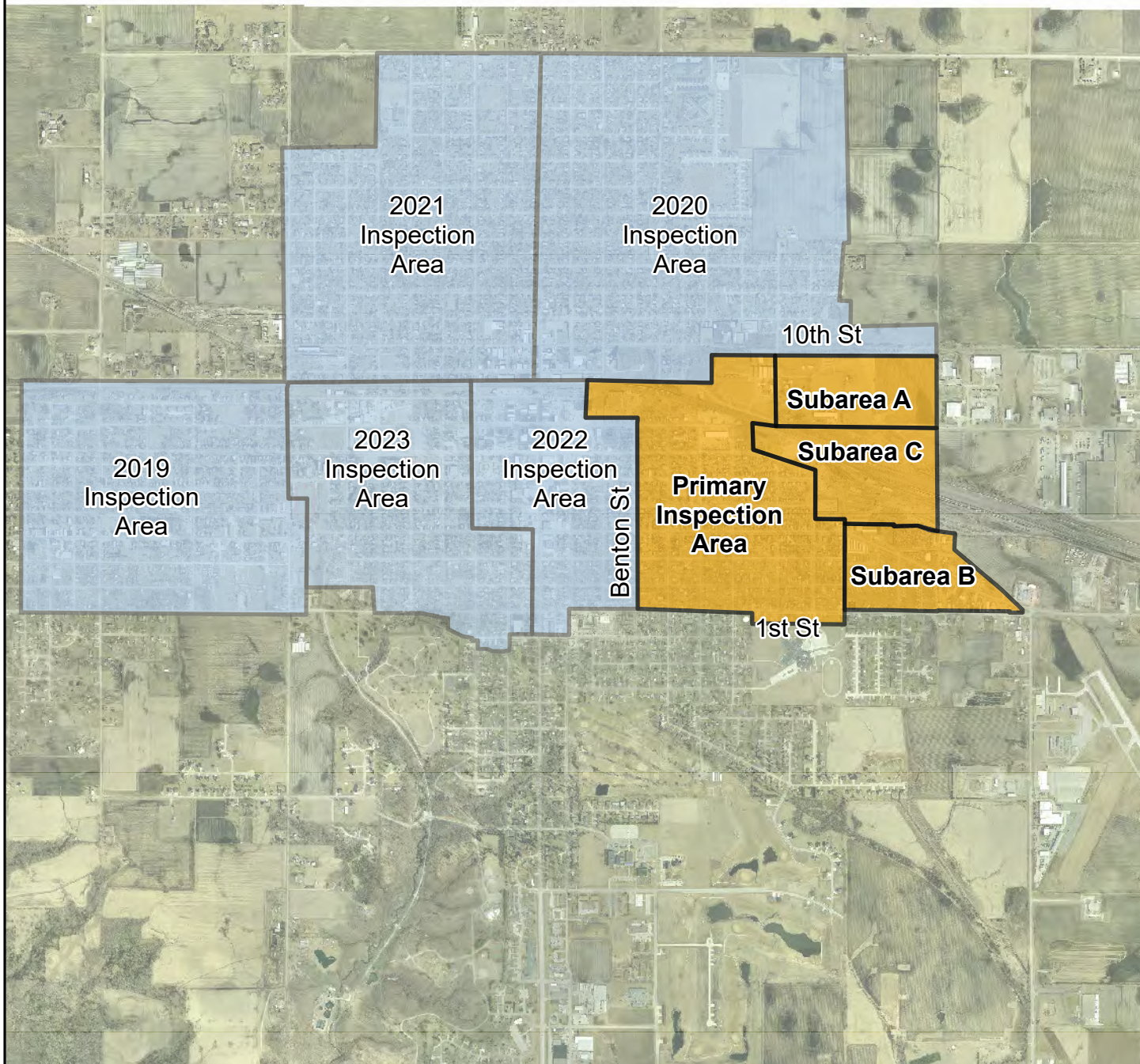
D. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Inspection and analysis of sectors other than that identified above
2. Survey-grade manhole rim elevation measurements
3. Sewer modeling
4. Investigation of private commercial/industrial facilities above the typical scope for sump pump inspections.
5. Piezometer and/or river gauge installation and monitoring
6. Wet weather observation services
7. Lift station analysis
8. CCTV inspection of sanitary sewer collection system
9. CCTV inspection of private service laterals
10. Public sector dye testing
11. Attendance at additional meetings (other than those listed above)
12. Plans and specifications for repair / rehabilitation projects
13. Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings and project close-out services
14. Post-mitigation analysis

City of Boone 2024 Sump Inspection Program



Area Description: Bordered by Benton St on the west, 10th St on the north, and 1st St on the south

STANDARD TERMS AND CONDITIONS FOR PUBLIC SECTOR PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on the Professional Services Agreement Form.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and locality.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to

make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one

and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other

documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights. Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope

of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing

and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any

damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the Project, but are not included in the Scope of Services, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without documented verbal or written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the Project, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent

in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other

regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services,

WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

Revised 02/23/07

Revised: 04/29/09

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3212

A RESOLUTION APPROVING THE APPLICATION OF PRAIRIE PLACE, LLC TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY IOWA WORKFORCE HOUSING TAX CREDIT PROGRAM

WHEREAS, the City of Boone has received a request from Prairie Place, LLC., to approve and submit an application to the State of Iowa for Workforce Housing Tax Credit program benefits; and

WHEREAS, this program of the Iowa Economic Development Authority was established to promote and encourage the development of attainable workforce housing thus, supporting economic development and job creation in the State of Iowa; and

WHEREAS the City Council supports activities which promote and facilitate the attraction and retention of workforce and economic development within the Boone community; and

WHEREAS Prairie Place, LLC., will create up to an additional twenty-three (23) rental housing units to be located in the community of Boone.

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

Section 1: The Boone City Council hereby approves the application of Prairie Place, LLC., for the purpose of receiving workforce housing tax credit benefits.

Section.2: The Boone City Council hereby approves the local match requirement of the Iowa Economic Development Authority as follows:

- 10 Year TIF tax rebate up to 50% of projected infrastructure cost not to exceed \$1,139,000.00.

Section 3: The Boone City Council authorizes the Mayor, City Administrator and City Clerk to take such further actions as deemed necessary to carry into effect the provisions of this Resolution.

PASSED THIS 3rd day of June, 2024.

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

Cory Henson

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

David Byrd

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

Lisa Kahookele

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

Kyle Angstrom

Linda Williamson

Kole Hilsabeck

Terry Moorman

Mayor
City of Boone

Clerk
City of Boone

Veto

Mayor - City of Boone

Date:

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3209

A RESOLUTION APPROVING THE APPLICATION OF LINCOLN FLATS, LLC TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY IOWA WORKFORCE HOUSING TAX CREDIT PROGRAM

WHEREAS, the City of Boone has received a request from Lincoln Flats, LLC., to approve and submit an application to the State of Iowa for Workforce Housing Tax Credit program benefits; and

WHEREAS, this program of the Iowa Economic Development Authority was established to promote and encourage the development of attainable workforce housing thus, supporting economic development and job creation in the State of Iowa; and

WHEREAS the City Council supports activities which promote and facilitate the attraction and retention of workforce and economic development within the Boone community; and

WHEREAS Lincoln Flats, LLC., will create up to an additional twenty-four (24) units of rental housing units in the community of Boone.

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

Section 1: The Boone City Council hereby approves the application of Lincoln Flats, LLC., for the purpose of receiving workforce housing tax credit benefits.

Section 2: The Boone City Council hereby approves the local match requirement of the Iowa Economic Development Authority as follows:

- Up to \$24,000.00 Forgivable Loan per Development Agreement.

Section 3: The Boone City Council authorizes the Mayor, City Administrator and City Clerk to take such further actions as deemed necessary to carry into effect the provisions of this Resolution.

PASSED THIS 3rd day of June, 2024.

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

Cory Henson

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

David Byrd

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

Lisa Kahookele

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

Kyle Angstrom

Linda Williamson

Kole Hilsabeck

Terry Moorman

Mayor
City of Boone

Clerk
City of Boone

Veto

Date:

Mayor - City of Boone

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3210

A RESOLUTION APPROVING THE APPLICATION OF PAGE FLATS, LLC TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY IOWA WORKFORCE HOUSING TAX CREDIT PROGRAM

WHEREAS, the City of Boone has received a request from Page Flats, LLC., to approve and submit an application to the State of Iowa for Workforce Housing Tax Credit program benefits; and

WHEREAS, this program of the Iowa Economic Development Authority was established to promote and encourage the development of attainable workforce housing thus, supporting economic development and job creation in the State of Iowa; and

WHEREAS the City Council supports activities which promote and facilitate the attraction and retention of workforce and economic development within the Boone community; and

WHEREAS Page Flats, LLC., will create up to an additional twenty-eight (28) units of rental housing units in the community of Boone.

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

Section 1: The Boone City Council hereby approves the application of Page Flats, LLC., for the purpose of receiving workforce housing tax credit benefits.

Section 2: The Boone City Council hereby approves the local match requirement of the Iowa Economic Development Authority as follows:

- Up to \$28,000.00 Forgivable Loan per Development Agreement.

Section 3: The Boone City Council authorizes the Mayor, City Administrator and City Clerk to take such further actions as deemed necessary to carry into effect the provisions of this Resolution.

PASSED THIS 3rd day of June, 2024.

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

Cory Henson	<input type="checkbox"/>	David Byrd	<input type="checkbox"/>	Lisa Kahookele	<input type="checkbox"/>
Kyle Angstrom	<input type="checkbox"/>	Linda Williamson	<input type="checkbox"/>	Kole Hilsabeck	<input type="checkbox"/>
Terry Moorman	<input type="checkbox"/>				

Mayor
City of Boone

Clerk
City of Boone

Veto _____ Date: _____
Mayor - City of Boone

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3211

A RESOLUTION APPROVING THE APPLICATION OF ELITE GUTTERS, LLC TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY IOWA WORKFORCE HOUSING TAX CREDIT PROGRAM

WHEREAS, the City of Boone has received a request from Elite Gutters, LLC., to approve and submit an application to the State of Iowa for Workforce Housing Tax Credit program benefits; and

WHEREAS, this program of the Iowa Economic Development Authority was established to promote and encourage the development of attainable workforce housing thus, supporting economic development and job creation in the State of Iowa; and

WHEREAS the City Council supports activities which promote and facilitate the attraction and retention of workforce and economic development within the Boone community; and

WHEREAS Elite Gutters, LLC., will create up to an additional two (2) single family housing units to be located at 515 Greene Street and 522 Greene Street in the community of Boone.

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

Section 1: The Boone City Council hereby approves the application of Elite Gutters, LLC., for the purpose of receiving workforce housing tax credit benefits.

Section. 2: The Boone City Council hereby approves the local match requirement of the Iowa Economic Development Authority as follows:

- 100% exemption from taxation on the first \$75,000.00 of actual value added by the improvements for a period of five (5) years.

Section 3: The Boone City Council authorizes the Mayor, City Administrator and City Clerk to take such further actions as deemed necessary to carry into effect the provisions of this Resolution.

PASSED THIS 3rd day of June, 2024.

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

Cory Henson

David Byrd

Lisa Kahookele

Kyle Angstrom

Linda Williamson

Kole Hilsabeck

Terry Moorman

Mayor
City of Boone

Clerk
City of Boone

Veto

Date:

Mayor - City of Boone

City of Boone Publication Notice – Grant Community Survey implementation, application writing, and administration:

The City of Boone is requesting proposals for grant application writing and grant administration services to assist with a project to be funded with Community Development Block Grant (CDBG) funds through the Iowa Economic Development Authority (IEDA).

The City Of Boone is seeking funds for the rehabilitation of second floor apartments, through the Upper Story Housing Program.

The selected contractor will work with the City to ensure compliance with CDBG program requirements. Activities will include but are not limited to grant application writing, project reporting, preparation of disbursement requests, and other activities required under the state of Iowa's CDBG program. A full description of the work specifications are available at the Boone City Hall, 923 8th Street, Boone, Iowa 50036.

Proposals to the City should include the minimum information:

- Experience with IEDA's CDBG program.
- Experience with IEDA's grant application process.
- Description of past grant administrative services provided.
- Description of organizational capacity to complete all necessary grant administrative activities.
- References from previous clients of related work within the past five (5) years.
- Cost of services.

Proposals must be submitted no later than 9:00 a.m. on June 14, 2024 to City Clerk at clerk@booneiowa.gov or delivered to:

City of Boone
City Clerk
923 8th Street
PO Box 550
Boone, IA 50036

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3213

RESOLUTION APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR THE STORY STREET/DOWNTOWN MILL AND OVERLAY PROJECT BETWEEN THE CITY OF BOONE AND MANATT'S INC.

WHEREAS, the City of Boone has retained Short Elliott Hendrickson, Inc. (SEH) to assume all duties and responsibilities of Engineer; and

WHEREAS, Short Elliott Hendrickson, Inc. (SEH) has prepared and filed plans, specifications, form of contract, and estimate of cost for the construction of improvements of Story Street between 4th Street and 11th Street; and

WHEREAS, Manatt's Inc. has submitted a Base Bid Amount of \$663,571.95 with a Bid Alternate (all) of \$114,393.00, to total \$777,964.95; and

WHEREAS, the City of Boone awarded the contract to Manatt's Inc., Ames, Iowa, on May 20, 2024; and

WHEREAS, Manatt's has agreed to complete all work as specified or indicated in the Contract Documents generally described as improvement of Story Street between 4th Street and 11th Street, including but not limited to, pavement removals, milling of existing pavement, HMA overlay, new curb and gutter, new sidewalk ramps, new storm sewer intakes, traffic control, surface restoration, and other associated appurtenances as specified and indicated on the drawings; and

WHEREAS, work is anticipated to be completed on or before August 30, 2024.

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

Section 1: That the City of Boone shall compensate Manatt's Inc. for work including all material, equipment, and labor needed for the construction of improvements in the Story Street/Downtown Mill and Overlay Project, in an amount not to exceed \$777,964.95.

Section 2: That said Agreement is hereby approved and the City Council authorizes Mayor Stines and City Clerk to sign the Agreement with Manatt's, Inc.

PASSED THIS 3rd day of June, 2024.

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

Cory Henson
Kyle Angstrom
Terry Moorman

David Byrd
Linda Williamson

Lisa Kahookele
Kole Hilsabeck

Attest:

Mayor – City of Boone

Clerk – City of Boone

Veto

Mayor - City of Boone

Date:

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **the City of Boone, Iowa** (“Owner”) and **Manatts Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Improvement of Story St between 4th St and 11th St in Boone, Iowa including, but not limited to, pavement removals, milling of existing pavement, HMA overlay, new curb and gutter, new sidewalk ramps, new storm sewer intakes, traffic control, surface restoration, and other associated appurtenances as specified and indicated on the drawings.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
Story Street/Downtown Mill & Overlay Project

ARTICLE 3—ENGINEER

3.01 The Owner has retained Short Elliott Hendrickson Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **August 30, 2024**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **September 13, 2024**.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the

Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit, and summarized below:

Base Bid Amount:	\$663,571.95
<u>Bid Alternates (all):</u>	<u>\$114,393.00</u>
Total Estimated Contract Price:	\$777,964.95

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make monthly progress payments on the basis of Contractor's Applications for Payment each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).

1. Deleted
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion **of the entire construction to be provided under the construction Contract Documents** Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the maximum rate allowed by law.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - c. Warranty bond (together with power of attorney).
 3. General Conditions (not attached but incorporated by reference).
 4. Supplementary Conditions (not attached but incorporated by reference).
 5. Specifications as listed in the table of contents of the project manual (not attached but incorporated by reference).
 6. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Story Street/Downtown Mill & Overlay Project, Boone, Iowa.
 7. Addenda (numbers 1 to 1, inclusive) (not attached but incorporated by reference).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. **Bid Form and Attachments**
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **June 3, 2024** (which is the Effective Date of the Contract).

Owner:

City of Boone, Iowa
(typed or printed name of organization)

By: _____
(individual's signature)

Date: June 3, 2024
(date signed)

Name: Elijah Stines
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: City Clerk
(typed or printed)

Address for giving notices:

923 – 8th Street

Boone, IA 50036

Designated Representative:

Name: William Skare
(typed or printed)

Title: City Administrator
(typed or printed)

Address:

923 – 8th Street

Boone, IA 50036

Phone: 515-432-4211

Email: bskare@booneiowa.gov

Contractor:

Manatts Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

*(If **Contractor** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: Iowa



Building a Better World
for All of Us®

CHANGE ORDER

City of Boone
OWNER

June 3, 2024
DATE

NA
OWNER'S PROJECT NO.

2-FINAL
CHANGE ORDER NO.

8th Street Mill & Overlay
PROJECT DESCRIPTION

173872 71.50
SEH FILE NO.

The following changes shall be made to the contract documents:
Description:

Final Quantity Adjustments

Purpose of Change Order:
Adjustments to final quantities to close out project

Basis of Cost: Actual Estimated

Attachments (list supporting documents)

None

Contract Status

Original Contract
Net Change Prior C.O.'s 1 to 1
Change this C.O.
Revised Contract

Time	Cost
<u>May 31, 2024</u>	<u>\$126,800.00</u>
<u>NA</u>	<u>\$1,622.65</u>
<u>NA</u>	<u>-\$5,708.03</u>
<u>May 31, 2024</u>	<u>122,714.62</u>

Recommended for Approval: **Short Elliott Hendrickson Inc.** by

Perry Gjersvik, Project Manager

Agreed to by Contractor:

Approved for Owner:

BY Manatts Inc.

BY City of Boone

PROJECT MANAGER
TITLE

TITLE

Distribution Contractor 2 Owner 1 Project Representative 1

SEH Office 1

\\sp-pz1.sehinc.com\pzprojects\1\ae\b\boone\173872\task 7-8th st mill and overlay\change orders\co2-final\co2-final-8th st mill & overlay.docx

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 5414 NW 88th Street, Suite 140, Johnston, IA 50131-1701

515.608.6000 | 888.908.8166 fax | sehinc.com

SEH is 100% employee-owned | Affirmative Action—Equal Opportunity Employer

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3214

**RESOLUTION ACCEPTING ENGINEER'S NOTICE OF ACCEPTABILITY OF
WORK AND FINAL PAY REQUEST FOR THE 8TH STREET MILL AND OVERLAY
PROJECT**

WHEREAS, Short Elliott Henderickson Inc. (S.E.H) hereby gives notice to the City of Boone and Manatts Inc. that the Work furnished and performed by Manatts Inc. under the Construction Contract is acceptable; and

WHEREAS, the Notice of Acceptability of Work has been prepared based on the Engineer's professional opinion, knowledge, information and belief as of May 28, 2024; and

WHEREAS, this Notice is based entirely on and expressly limited by the scope of services S.E.H. Inc. has been employed to perform or furnish during construction of the project; and

WHEREAS, this Notice is not a guarantee or warranty of Manatts Inc. performance under the Construction Contract, nor does it relieve Manatts Inc. of any surviving obligations under the Construction Contract; and

WHEREAS, S.E.H. Inc. recommends final payment in the amount of \$6,135.73.

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

Section 1: That the Engineer's Notice of Acceptability of Work is hereby approved.

Section 2: That the final pay request for retainage on work completed on the 8th Street Mill and Overlay Project is hereby accepted and the City of Boone shall hold such payment for the term of 30 days from the date of this acceptance of said project.

PASSED THIS 3rd day of June 2024.

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

Cory Henson
Kyle Angstrom
Terry Moorman

David Byrd
Linda Williamson

Lisa Kahookele
Kole Hilsabeck

Mayor
City of Boone

Clerk
City of Boone

Veto

Mayor - City of Boone

Date: _____

TO OWNER
 City of Boone, IA
 923 8th Street
 Boone, IA 50036

PROJECT:
 8th Street Mill & HMA Overlay Project

APPLICATION NO: 2 (retainage)
PERIOD TO: 5/8/24

DISTRIBUTION TO:
 OWNER
 ENGINEER
 CONTRACTOR

FROM CONTRACTOR:
 Manatt's, Inc.
 2120 E. 13th Street
 Ames, IA 50010

Engineer:
 SEH, Inc
 5414 NW 88th St., Suite 140
 Johnston, IA 50131

PROJECT NO:
CONTRACT DATE: 2/19/2024

CONTRACT FOR: Street Reconstruction and Rehabilitation

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
CHANGE ORDERS APPROVED	ADDITIONS	DEDUCTIONS
IN PREVIOUS MONTHS BY OWNER	\$1,622.65	
TOTAL	\$1,622.65	\$0.00
APPROVED THIS MONTH		
NUMBER	DATE APPROVED	
2.	6/3/2024	-\$4,085.38
TOTALS	\$0.00	-\$4,085.38
Net change by Change Orders		-\$4,085.38

The undersigned Contractor certifies that to the best of his knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Manatt's, Inc.

BY:  DATE: 5/28/24

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA G703, is attached.

1. ORIGINAL CONTRACT SUM	\$126,800.00
2. Net change by Change Orders	-\$4,085.38
3. CONTRACT SUM TO DATE	\$122,714.62
4. TOTAL COMPLETED & STORED TO DATE	\$122,714.62
(Column G on G703)	
5. RETAINAGE:	
a. 5% of completed work	\$0.00
(Column D + E on G703)	
b. 5% of stored material	\$0.00
(Column F on G703)	
6. TOTAL EARNED LESS RETAINAGE	\$122,714.62
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$116,578.89
8. CURRENT PAYMENT DUE	\$6,135.73
9. BALANCE TO FINISH, PLUS RETAINAGE	\$0.00
(Line 3 less Line 6)	

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Undersigned certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of Work is in accordance with the Contract Documents; and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$6,135.73
 (Attach explanation if amount certified differs from the amount applied for)

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance are without prejudice to any rights of the Owner or Contractor under this Contract.

Contractor's Monthly Payment Estimate

Owner: City of Boone, IA
 8th Street Mill & HMA Overlay
 Contractor: Manatt's, Inc.

Estimate No. 2 (final/retainage) Date: 05/28/2024

Period Ending: 05/08/2024

NO.	CONTRACT					WORK COMPLETED							
	ITEM	UNIT	QTY	UNIT PRICE	\$ AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	THIS PERIOD QTY	\$ AMOUNT	QTY COMPLETE TO DATE	\$ AMOUNT TO DATE	5% RETAINAGE	
8th STREET													
1	MOBILIZATION	LS	1	\$ 3,000.00	\$ 3,000.00	1.00	\$ 3,000.00	0.00	\$ -	1.00	\$ 3,000.00	\$ -	100.00%
2	PERFORMANCE, PAYMENT, AND MAINTENANCE BOND	LS	1	\$ 650.00	\$ 650.00	1.00	\$ 650.00	0.00	\$ -	1.00	\$ 650.00	\$ -	100.00%
3	MILLING, 1" DEPTH	SY	2,720	\$ 3.00	\$ 8,160.00	2,832.33	\$ 8,496.99	0.00	\$ -	2,832.33	\$ 8,496.99	\$ -	104.13%
4	MILLING, 2" DEPTH	SY	3,520	\$ 3.00	\$ 10,560.00	3,566.21	\$ 10,698.63	0.00	\$ -	3,566.21	\$ 10,698.63	\$ -	101.31%
5	HMA STANDARD TRAFFIC (ST) SURFACE COURSE, 1/2", PG 58-28S	TON	775	\$ 108.00	\$ 83,700.00	712.00	\$ 76,896.00	0.00	\$ -	712.00	\$ 76,896.00	\$ -	91.87%
6	TEMPORARY TRAFFIC CONTROL	LS	1	\$ 600.00	\$ 600.00	1.00	\$ 600.00	0.00	\$ -	1.00	\$ 600.00	\$ -	100.00%
ALT 1	CURB & GUTTER REMOVAL	LF	366	\$ 15.00	\$ 5,490.00	381.90	\$ 5,728.50	0.00	\$ -	381.90	\$ 5,728.50	\$ -	104.34%
ALT 2	CURB & GUTTER, 2 5' WIDTH, 6" STANDARD CURB	LF	318	\$ 40.00	\$ 12,720.00	331.90	\$ 13,276.00	0.00	\$ -	331.90	\$ 13,276.00	\$ -	104.37%
ALT 3	CURB	LF	48	\$ 40.00	\$ 1,920.00	50.00	\$ 2,000.00	0.00	\$ -	50.00	\$ 2,000.00	\$ -	104.17%
8th Street Total					\$ 126,800.00		\$ 121,346.12		\$ -		\$ 121,346.12	\$ -	95.70%
CO#1	REMOVE & REPLACE PCC SIDEWALK, 6"	SY	8.3	\$ 195.50	\$ 1,622.65	7.00	\$ 1,368.50	0.00	\$ -	7.00	\$ 1,368.50	\$ -	84.34%
TOTAL					\$ 128,422.65		\$ 122,714.62		\$ -		\$ 122,714.62	\$ -	

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3215

RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH ISG INCORPORATED FOR PRE-REFERENDUM SERVICES FOR THE BOONE COMMUNITY RECREATION COMPLEX

WHEREAS, the City of Boone previously retained ISG, Inc. to complete a Boone Wellness Center Study; and

WHEREAS, ISG Inc. has completed and presented the results of the Wellness Center Study at the March 4, 2024 Council Meeting; and

WHEREAS, ISG Inc. has proposed a Pre-Referendum Services Contract for the next phase of the Boone Community Recreation Complex to include the following services:

- Task 1: Operations and Maintenance Recommendation - this service will be provided through a partner of ISG's, Sports Facilities Companies. A five-year financial forecast will be produced to include projections related to construction, start-up costs, revenues and expenses by product or program and facility utilization. \$26,500.00
- Task 2: Visualization – ISG will provide up to four (4) 3D renderings, depicting bird's eye views and perspectives to provide a general sense of the project components. Still images will include one (1) exterior bird's eye view, one (1) plan rendering, one (1) exterior human-scale perspective view, and one (1) interior human-scale perspective view. \$15,000.00
- Task 3: Pre-Referendum Communication Plan – ISG will work with the City to develop a communication plan that supports the anticipated referendum. \$16,000.00

WHEREAS, the Citizen's Task Force requests Council's approval of the ISG Inc. Pre-Referendum Service Contract.

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

Section 1: That said contract with ISG Inc. shall hereby be approved and Mayor Stines is authorized to sign said contract.

Section 2: That the City of Boone shall compensate ISG Inc. in an amount not to exceed \$57,500.00 for the completion of Tasks one (1) through three (3) as proposed above and detailed within the contract.

Section 3: American Rescue Plan funds shall be used cover the cost of the ISG Inc. contract.

PASSED THIS 3rd day of June, 2024.

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

Cory Henson
Kyle Angstrom
Terry Moorman

David Byrd
Linda Williamson

Lisa Kahookele
Kole Hilsabeck

Attest:

Mayor – City of Boone

Clerk – City of Boone

Veto

Mayor - City of Boone

Date: _____

TASK 1: OPERATIONS + MAINTENANCE RECOMMENDATIONS

MARCH – APRIL 2024

Lead by ISG's partner, Sports Facilities Companies, the existing data, market research, and information gathered during the strategy sessions will be used to produce a five-year financial forecast, known as a pro forma. The pro forma will be detailed, institutional-grade financial forecasts, used to support decision-making and financing. The pro forma will provide the City with an understanding of the financial reality of this potential project.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues and expenses by product or program, and facility utilization. The financial forecast will also address the range of key performance indicators and contributing factors that influence operations and the overall financial performance of the facility.

Examples of similar regional and Upper Midwest facilities operations and ownership structures will be provided. The pro forma will have a breakdown of the organizational structure and salaries required to operate the complex.

Pro forma financial details will be based on:

- The ideal business model to best meet the definitions of success for the recreation complex
- Realistic and recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking
- Product and program revenue
- Direct and variable costs
- Facility and operating expenses
- Management and staffing model
- Utilization projections
- Debt service

TASK 2: VISUALIZATION

APRIL – MAY 2024

ISG's visualization team will provide up to four (4) 3D renderings, depicting bird's eye views and perspectives to provide a general sense of the project components. Still image deliverables will include:

- One (1) exterior bird's eye view
- One (1) plan rendering
- One (1) exterior human-scale perspective view
- One (1) interior human-scale perspective view

ENGAGEMENT

The pre-referendum communication plan outlined in Task 3 will be supported with tailored deliverables that convey your core message for the recreation complex. From social media campaign graphics to direct mailers and display boards, our team will help create information to ensure the Boone community casts an informed vote on election day.



Examples of pre-referendum deliverables



TASK 3: PRE-REFERENDUM COMMUNICATION PLAN

ISG will work with the City of Boone to develop a communication plan that supports the anticipated referendum and obtains community buy-in. The following is a proposed schedule based on the November 2024 election. The specific deliverables and dates will be refined with your input.

Messaging Tactic	Production Tasks	Operations and Maintenance, Visualization, and Material Preparation				Informational Campaign		Activate Supporters			Get Out To Vote	
		March-May 2024				June-July 2024		Sept.-Oct. 2024			Nov. 2024	
Develop Referendum Branding	Logo, tagline, and hashtag created based on current messaging	●										
Define Referendum Key Messaging	Refine Study messaging to be applied to referendum tactics	●										
Develop Referendum Fact Sheet	Fact sheet created and distribution locations identified	●										
Develop Referendum Informational Display Boards	Six (6) to eight (8) boards created and distribution locations identified		●									
Identify + Develop Frequently Asked Questions (FAQ) Handout	FAQ and plan to deploy content via social media, website, etc. created	●										
Develop Referendum Informational Mailers	Three (3) formats of brochures and/or handouts designed		●									
Identify Informational Mailer Printing Logistics	Mailing and printing details gathered				●							
City Adopts Referendum Questions + Media Blitz	Key talking points for board and legal team to write questions and media release regarding upcoming referendum	●										
Release Referendum Logo + Hashtag	Logo, tagline, and hashtag shared with City			●								
Unveil Referendum Web Page	Design of web page content for City website				●							
Release Referendum Informational Display Boards	Setup at identified locations							●	●	●	●	●
Create Referendum Facebook Page	Facebook page created, administrators to page assigned, page launched, and followers secured		●									
Establish Local Media Campaign: Weekly TV, Radio, and Newspaper Stories	Set topic schedule, write press releases, and identify media group					●	●		●	●	●	●
Create City Newsletter Articles	Identify newsletter dates, write articles, and produce graphics					●			●			
Write Newspaper Editorial	Three (3) to four (4) editorials written from City Administrator and Task Force Chair					●	●		●		●	●
Write Newspaper Letter To The Editor Campaign	Identify letter writers and dates, provide key messages and fact sheets, and develop letter drafts								●	●	●	●
Referendum Informational Mailer (Brochure)	Land in mailbox									●	●	
Referendum Informational Mailer (Postcard) (Yes Group)	Land in mailbox											●
Schedule Community Informational Presentations for Civic Groups, Organizations, and General Public	Presentations created, scheduled, and promoted					●			●	●	●	●
Send Informational Emails	Emails designed, email groups identified, and schedule of emails set					●			●	●	●	●
Text Message Campaign - Get Out To Vote	Identify text groups, identify key volunteers to deploy personal texts, write text drafts, and set schedule for deployment											●
Phone Call Campaign - Get Out To Vote	Identify callers, draft key messages of conversation, identify call list, and set calling schedule										●	●

DEPLOYMENT SCHEDULE

ELECTION DAY RELEASE

Strategy + Planning
 Deliverables

COMPENSATION

ISG proposes to provide the scope of services outlined in this proposal for compensation according to the following schedule:

- Task 1: Operations + Maintenance Recommendations - **\$26,500**
- Task 2: Visualization - **\$15,000**
- Task 3: Pre-Referendum Engagement Services - **\$16,000**

Printing associated with the formal production of any marketing materials noted within this proposal or deemed necessary at a later point would be the responsibility of the Owner. ISG can coordinate production with preferred vendors among both parties, free of charge, to ensure best products and pricing are applied to noted materials, with all invoices going directly to the Owner. Please note, raw/source files will be transferred to the client for future use upon completion.

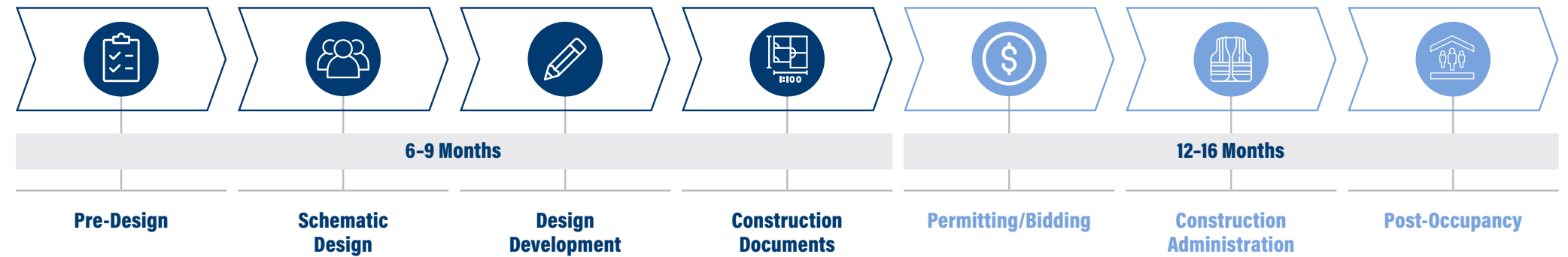
ISG appreciates the opportunity to provide a solution tailored to the needs of the City of Boone. Upon acceptance of this proposal, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,

Dana Pedersen, AIA
Senior Architect

Dana.Pedersen@ISGInc.com
515.480.0040

POST-REFERENDUM DESIGN + CONSTRUCTION PHASES



ONGOING ENGAGEMENT + PROJECT MANAGEMENT (START OF PROJECT TO COMPLETION)

ISG is prepared to provide design services upon successful referendum vote and capital campaign. The graphic above provides an overview of anticipated next steps and timeline. Once a final project budget and program is defined, ISG will provide a subsequent proposal for a detailed scope of work.

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2024.

Company: _____
Print

Name: _____
Print

Title: _____
Print

Signature: _____



General Terms + Conditions
bit.ly/termsconditions_isg

This proposal is valid for 30 days.

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3216

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF BOONE AND THE BOONE AREA VETERANS CENTER, INC., FOR THE DEMOLITION OF THE STRUCTURE LOCATED AT 807 6TH STREET, BOONE, IOWA.

WHEREAS, the Boone Area Veterans Center, Inc. is the owner of the property located at 807 6th Street, Boone, Iowa, legally described as:

Lots six (6) and seven (7) in Block one hundred one (101), in Boone, Iowa.

WHEREAS, the primary structure located on the property shall be demolished pursuant to the Boone City Code by the Boone Area Veterans Center, Inc.; and

WHEREAS, the Boone Area Veterans Center, Inc. shall have the water disconnected at the main and the sanitary sewer disconnected at the right-of-way nearest the building, maintain a minimum of \$1,000,000.00 liability insurance on the project, handle all asbestos according to the Iowa Department of Natural Resources and the City of Boone ordinances, and obtain all City of Boone and Iowa Department of Natural Resources permits; and

WHEREAS, this project is located within the Southeast Boone Urban Renewal Area and conforms to Southeast Boone Urban Renewal Area Plan for blight remediation objectives.

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

Section 1: That the City of Boone shall pay to the Boone Area Veterans Center, Inc. \$60,000.00 to assist in the demolition cost within thirty (30) days of the project being completed.

Section 2: That William Skare, as City Administrator for Boone, Iowa is hereby authorized to sign the agreement with the Boone Area Veterans Center, Inc., concerning the above property as outlined above.

PASSED THIS 3rd day of June, 2024.

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

David Byrd
Corey Henson
Lisa Kahookele

Terry Moorman
Kole Hilsabeck

Linda Williamson
Kyle Angstrom

Mayor
City of Boone

Clerk
City of Boone

Veto _____ Date: _____
Mayor - City of Boone

AGREEMENT

The City of Boone, Iowa and Boone Area Veterans Center, Inc., 807 6th Street, Boone, Iowa do hereby agree as follows:

1. Boone Area Veterans Center, Inc. is the owner of the property located at 807 6th Street, Boone, IA., and legally described as:

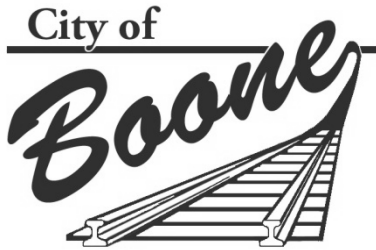
Lots six (6) and seven (7) in Block one hundred one (101), in Boone, Iowa.

2. The City of Boone and Boone Area Veterans Center, Inc. agree that:
 - a. The primary structure located on the above property shall be demolished pursuant to the Boone City Code by the Boone Area Veterans Center, Inc. This demolition shall occur at such time as the parties may agree.
 - b. The cost for the demolition, which will include asbestos removal and any connected cost to the demolition, shall be paid by the Boone Area Veterans Center, Inc. and the City of Boone, within thirty (30) days of the project being completed, shall pay to Boone Area Veterans Center, Inc. the sum of \$60,000.00 to assist in the demolition cost.
 - c. This project conforms to Boone's Southeast Urban Development Agreement and blight remediation objectives.
 - d. Boone Area Veterans Center, Inc. shall:
 1. Have the water disconnected at the main and the sanitary sewer disconnected in the Right of way nearest the building.
 2. Maintain a minimum of \$1,000,000 liability insurance on the project and shall submit proof thereof to the City of Boone.
 3. All asbestos handled according to Iowa Department of Natural Resources regulations and City of Boone ordinance
 4. Obtain the City of Boone permit.
 5. Obtain all required Iowa Department of Natural Resources permits for the project and see that all DNR rules and regulations are complied with.

Dated this ____ day of _____, 2024.

Boone Area Veterans Center, Inc.

William J. Skare, Boone City Adm.



UTILITY COMMITTEE

Meeting Notice

Governing Body: Utility Committee of Boone, Iowa

Date of Meeting: May 20, 2024

Time of Meeting: 4:15 P.M.

Place of Meeting: City Hall Council Chambers

1. Call Meeting to Order.

Present: Angstrom, Moorman

Absent: Byrd

Others present: Andrews, Vote, Skare, Majors, Turbes, John Roberts

2. Approve Minutes from the April 15, 2024 Meeting.

Moorman moved; Angstrom seconded to approve the minutes from the April 15, 2024, Utility Meeting. Ayes: all those in attendance. Nays: none.

3. Request to Remove I/I Fees from 304 Monona Street Water Account. – John Roberts.

John Roberts presented a request to the Committee to remove \$300.00 of I/I fees from his water account as he had set up an appointment with Hull Plumbing to do repair work and was put on a waitlist for months. Roberts stated he contacted Hull Plumbing several times and the issue has since been fixed. Skare had previously agreed to relief of a one (1) month fee of \$50.00. The Committee discussed that Roberts was in violation until the issue was repaired and that he could have contacted another plumbing company and cannot hold the City responsible for a miscommunication between Roberts and Hull Plumbing. Moorman moved; Angstrom seconded to uphold the removal of the one-month fee of \$50.00 and set up a payment plan of \$50.00 in addition to his regular monthly bill, until paid off. Ayes: all those in attendance. Nays: none.

4. Review/Consider Professional Services Agreement with WHKS for 2024 Sanitary Sewer I/I Inspection Program (Phase 6).

Moorman moved; Angstrom seconded to recommend the WHKS 2024 Sanitary Sewer I/I Inspection Program Phase 6 Agreement for approval to full City Council at the June 3, 2024 Council meeting in an amount of \$108,548.00 for the area described as bordered by Benton Street on the west, 10th Street on the north, and 1st Street on the South. Ayes: all those in attendance. Nays: none.

5. Review April 2024 US Water Monthly Report.

The Committee reviewed the monthly US Water and Wastewater Operations and Maintenance Report for April 2024.

6. Meter Upgrade Report.

a. April

Andrews reported that in April, staff finished twenty (20) meter upgrades, two (2) meters were installed for new service, and eighteen (18) meters were changed out due to other reasons.

7. Stop Box Repair/Shut Off Report.

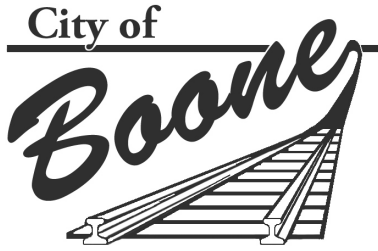
a. April

Vote stated that in April, \$3,160.06 was collected during shut-offs; thirty-five (35) accounts qualified to be on the shut off list. Ten (10) delinquent bills totaling \$5,763.85 were certified April 29, 2024, and if left unpaid, ten (10) bills totaling \$6,930.37 are scheduled to be certified on May 28, 2024. Vote also reported that there are one hundred thirty-seven (137) stop boxes in need of repair, sixty-one (61) of which have lead service lines and Andrews has ordered six (6) to be repaired.

8. Other Business.

9. Adjourn.

4:45 p.m.



Economic Development Committee

Date of Meeting: May 20, 2024

Time of Meeting: 5:15 P.M.

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

1. Call to Order.

Present: Moorman, Williamson, and Henson.

Others present: Skare, Elmquist, Andrews, Turbes, Montag, Fred Greiner, Louis Wolfgram, and David Jones.

2. Approve Minutes from the May 6, 2024 Meeting.

Williamson moved; Henson seconded to approve the May 6, 2024 meeting minutes.

Ayes: all those in attendance. Nays: none.

3. Discuss Request from Veteran's Group for Demolition Assistance for 807 6th Street, Boone, Iowa.

Discussion took place regarding the demolition of the structure located at 807 6th Street, Boone, Iowa and the proposed replacement, that would include a facility that is open to the public. Skare advised that the demolition of the current structure benefits the City in that, it sits on top of Honey Creek causing storm water issues, where the new building will not. In addition, the demolition will reflect positively on the Main Street Application.

The Veteran's Group requested \$60,000.00 in financial assistance with the demolition of the current structure and advised that the completion of the new structure will depend on fund raising.

Skare advised that the funding for the project would come from Storm Water and Demolition Funds, \$30,000.00 each. Funds will not be released till demolition is complete.

Henson moved; Williamson seconded to recommend to full Council, approval to move forward with a Development Agreement for the \$60,000.00 incentive. Ayes: all those in attendance. Nays: none.

4. Other Business.

5. Adjourn.

With no further business to come before the Committee, the meeting was adjourned at 5:39 p.m.

STATEMENT OF COUNCIL PROCEEDINGS

May 20, 2024 6:00 p.m.

The City Council of Boone, Iowa, met in regular session in the City Hall Council Chambers on May 20, 2024, at 6:00 p.m. with Mayor Byrd Pro-Tem presiding. The meeting was also available via Zoom. The following Council Members were present: Byrd, Henson, Moorman, Hilsabeck, Williamson, and Angstrom. Absent: Kahookele.

Moorman moved; Williamson seconded to approve the agenda as presented. Ayes: Henson, Moorman, Hilsabeck, Williamson, Angstrom, and Byrd. Nays: none.

Mayor Byrd Pro-Tem announced that this is the time and place for a public hearing for the consideration of the proposed Fiscal Year 2024 Budget Amendments. Mayor Byrd Pro-Tem asked if there were any written comments; no written comments were presented. Mayor Byrd Pro-Tem asked if there were any oral comments; no comments were made. Whereupon, the Mayor Pro-Tem declared the hearing closed.

Moorman moved; Henson seconded to approve Resolution 3201 adopting the Fiscal Year 2024 Budget Amendments. Ayes: Moorman, Hilsabeck, Williamson, Angstrom, Byrd, and Henson. Nays: none.

Mayor Byrd Pro-Tem announced that this is the time and place for a public hearing for a request of a zoning change of parcel(s) of property generally described as Parcel # 088426331482025 in the 1200 Block of South Marshall Street, NE of the intersection of South Marshall Street and Crestwood Drive from C-1 (Special Commercial District) to C-3 (Limited Commercial District). Mayor Byrd Pro-Tem asked if there were any written comments; no written comments were presented. Mayor Byrd Pro-Tem asked if there were any oral comments; no comments were made. Whereupon, the Mayor Pro-Tem declared the hearing closed.

Hilsabeck moved; Williamson seconded to set a public hearing for June 3, 2024, at 6:00 p.m. for the Water Treatment Plant and Wastewater Treatment Facility Roofs Replacement Project. Ayes: Hilsabeck, Williamson, Angstrom, Byrd, Henson, and Moorman. Nays: none.

Angstrom presented the Human Service Grant appropriations as recommended by the Human Service Committee, totaling \$80,000.00. Angstrom stated that all applicants received funding, and most were fully funded except for HIRTA. Williamson moved; Henson seconded to award the Human Service Grant appropriations as presented. Ayes: Williamson, Angstrom, Byrd, Henson, Moorman, and Hilsabeck. Nays: none.

Kelly Molitor updated the Council that the Main Street Committee will submit the Main Street application this Friday, May 24, 2024.

Brian Reimers introduced himself as he is running for a Boone County Supervisor position.

Skare presented Short Elliott Hendrickson's, Inc. study of parking along Story Street in Downtown Boone and four (4) alternative parking layout options to determine if diagonal parking on one (1) side would be feasible. Henson moved; Angstrom seconded to accept alternative option three (3) that includes removing the half-block crossing between 7th Street and 8th Street and 8th Street and 9th Street, converting the north bound lane parking to diagonal parking, and eliminating the turn lanes at the intersections. Ayes: Angstrom, Byrd, Henson, Moorman, Hilsabeck, and Williamson. Nays: none. This alternative increases the number of parking spaces to eighty-seven (87), including six (6) handicap accessible parking spaces. Ed Shuffleman expressed his concerns about street closures and his business receiving packages with the parking changes.

Moorman stated that the Economic Development Committee met with Fred Griener about partnering together to take down the old Kruck building to build a new Veteran's Center at 807 6th Street, Boone, Iowa with the City's contribution being \$60,000.00. Williamson moved; Henson seconded for staff to move forward with putting together a

Development Agreement for review to partner with the Veteran’s Group. Ayes: Byrd, Henson, Moorman, Hilsabeck, Williamson, and Angstrom. Nays: none.

Hilsabeck moved; Williamson seconded to approve Resolution 3202 in support of a Workforce Housing Tax Incentive application to be submitted to the Iowa Economic Development Authority (IEDA) by Eco Impact REI LLC for a six (6) unit housing development project in Boone, Iowa with a \$30,000.00 Boone Downtown Improvement Fund Grant. Ayes: Henson, Moorman, Hilsabeck, Williamson, Angstrom, and Byrd. Nays: none.

Henson moved; Hilsabeck seconded to approve Resolution 3203 approving the execution of an Engagement Agreement for the Daisy Brand LLC Development Agreement with Ahlers and Cooney, P.C. at an hourly rate for lead attorney, associate attorney, and legal secretary. Ayes: Moorman, Hilsabeck, Williamson, Angstrom, Byrd, and Henson. Nays: none.

Ades presented the staff review of rezoning parcels of property in the 1200 block of South Marshall Street from C-1 to C-3, following a request from Hunziker Companies. Williamson moved; Angstrom seconded to approve the Planning and Zoning Committee’s recommendation to rezone the property to a C-3, limited commercial zoning district. Ayes: Hilsabeck, Williamson, Angstrom, Byrd, Henson, and Moorman. Nays: none.

Elmqvist introduced Resolution 3206 naming the financial institutions as depositories, setting the deposit limits, and authorizing signers on the accounts.

Cornelis stated that Milwaukee Park’s playground equipment is in, but it is still fenced off as they were short on the engineered wood fiber required for fall protection. Cornelis advised that the Park Commission voted on a play structure and obstacle course for Franklin Park.

Henson moved; Angstrom seconded to approve Resolution 3204 authorizing the payment of \$116,578.89 to Manatt’s Inc. for the work completed on the 8th Street Mill and Overlay Project. Ayes: Williamson, Angstrom, Byrd, Henson, Moorman, and Hilsabeck. Nays: none.

Williamson moved; Henson seconded to approve Resolution 3205 awarding the Story Street/Downtown Mill and Overlay Project to Manatt’s Inc. with a base bid amount of \$663,571.95. Ayes: Angstrom, Byrd, Henson, Moorman, Hilsabeck, and Williamson. Nays: none.

Hilsabeck moved; Williamson seconded to approve all the bid alternates as listed on the bid sheet for the Story Street/Downtown Mill and Overlay Project. Ayes: Byrd, Henson, Moorman, Hilsabeck, Williamson, and Angstrom. Nays: none.

Angstrom moved; Henson seconded to extend open burning until June 15, 2024. Ayes: Henson, Moorman, Hilsabeck, Williamson, Angstrom, and Byrd. Nays: none.

Mayor Byrd Pro-Tem asked if there were any questions or items to be removed from the Consent Agenda; no requests were made.

Williamson moved; Angstrom seconded to approve the following items on the Consent Agenda: 1) Minutes of previous meetings. 2) Bills payable. 3) Alcohol License renewal for Walgreens #11193. 4) Resolution 3206 naming financial institutions as depositories and setting deposit limits for each. 5) Appointment of Barbara Madson to the Library Board for a six (6) year term, expiring June 30, 2024. 6) Appointment of Lowell Davis to the Library Board for a six (6) year term, expiring June 30, 2024. 7) Reappointment of Levi Baber to the Library Board for a six (6) year term, expiring June 30, 2024. Ayes: Moorman, Hilsabeck, Williamson, Angstrom, Byrd, and Henson. Nays: none.

A & M Laundry	Mops & Rugs	30.51
Acco Unlimited	Pool Chemicals	12,745.80

Alliant Energy	Utilities	1,200.78
Alliant Energy	Utilities	1,520.34
Alliant Energy	Utilities	46,570.90
Amazon Capital Services	Parts/Supplies/Equipment	301.98
Ames Chamber of Commerce	Washington D.C. Trip	3,192.87
Amsoil	Oil	1,262.50
Arnold Motor Supply	Parts/Supplies	110.58
Arnold Motor Supply	Parts/Supplies	381.76
Automatic Systems	SCADA Repairs	283.75
Bituminous Materials & Supply	Spray Patcher Emulsion	1,055.16
Boland Recreation	Play Equipment Installation	14,500.00
Bolton & Menk	Engineering	14,825.00
Bomgaars	Parts/Supplies	89.77
Bomgaars	Parts/Supplies	153.25
Boone Ace Hardware	Parts/Supplies	179.67
Boone Ace Hardware	Parts/Supplies	204.65
Boone County Landfill	Landfill Disposal	4,042.82
Boone County Recorder	Recording Fees	34.00
Boone Hardware	Parts/Supplies	64.37
Boone News Republican	Publications	239.43
Bradley Rholl	Reimbursement	19.00
Brown Electric	Electrical Services	94.00
Brown Electric	Electric Hookup	1,358.34
CDS Global	Processing/Programming/Newsletter	2,511.70
CDS Global	Postage	2,319.76
CenturyLink	Line Charges	78.25
CenturyLink	Line Charges	173.13
CenturyLink	Line Charges	605.09
Cintas Corporation	First Aid Refill	361.22
City Of Boone	Utilities	50.28
CivicPlus	Archive Social Subscription	7,547.40
Core & Main	Water Main Parts	495.27
Dakota Supply Group	Water Main Parts	827.00
Dale Farnham	Contract Services/Reimbursements	5,340.29
Dick's Fire Extinguisher	Annual Extinguisher Inspections	361.10
Duncan Heating & Plumbing	Flush Valves	93.30
Edward Higgins	Contract Services	660.00
Elixir Rx Solutions	411 Medical	4,551.37
Employee Benefit Systems	Payroll	208.33
Employee Benefit Systems	Payroll	208.33
Employee Benefit Systems	Payroll	10.00
Employee Benefit Systems	Payroll	80.00
Employee Benefit Systems	Payroll	80.00
Employee Benefit Systems	Payroll	10.00
Employee Benefit Systems	Payroll	14.11
Employee Benefit Systems	Payroll	10.00
Employee Benefit Systems	Payroll	10.00
Employee Benefit Systems	Payroll	208.33
Employee Benefit Systems	Payroll	208.33
Employee Benefit Systems	Payroll	20.00
Employee Benefit Systems	Payroll	10.00
Employee Benefit Systems	Payroll	10.00
Employee Benefit Systems	Payroll	19.24
Employee Benefit Systems	Payroll	10.00
Employee Benefit Systems	Payroll	14.70
Employee Benefit Systems	Payroll	4.56
Employee Benefit Systems	Payroll	15.75
Fairfield Inn & Suites	Academy Hotel	996.80

Farley's Wholesale Tire	Oil Changes	132.99
FirstNet	Wireless Services	213.61
Garbage Guys	Waste Removal	89.50
Grimes Asphalt & Paving	Cold Mix	999.75
Herman Drainage	Mowing Services	5,000.00
Hokel Machine Supply	Parts	70.83
IA Police Chiefs Association	Conference Registration	150.00
IMFOA	Dues	50.00
Insight Public Sector	Microsoft Office 365 Licenses	22,770.27
Intensitee	Citizen Police Academy Shirts	282.00
IA Department Of Agriculture	Meter License Application	40.50
IA Department Of Transportation	Custodial Supplies	87.43
IA State University	Municipal Institute Training	512.00
Itsavvy	Adobe Pro-Software	149.00
J & M Displays	2024 Fireworks	13,500.00
Josh Olsen	Reimbursement	55.00
K & R Lawn Care	Nuisance Mowing	905.00
Kallin Johnson Monument	Columbarium Engraving	600.00
Kendall Hilsabeck	Water Grade Application/License	95.33
Kenneth Slaba	Reimbursement	19.00
Kole Hilsabeck	Reimbursement	78.60
Kruck Plumbing & Heating	Air Filters	148.02
KWBG	Advertising Contract	367.20
Les's Auto	Tires	1,021.96
Lisa Kahookele	Training	53.71
Macqueen Equipment	Street Sweeper Parts	418.01
Manatts	8th Street Paving	116,578.89
Martin Marietta Materials	Gravel	386.86
Martin Marietta Materials	Gravel	408.80
Martin Oil Wholesale	Fuel	11,589.00
Martins Flag Company	Flags	601.51
McGill Computer Service	IT Services	1,467.10
Menards-Ames	Supplies/Weed Killer	685.62
Miracle Rec Equipment	Play Equipment	32,698.00
Molitor Construction	Snow Removal	1,079.00
NCL Of Wisconsin	Lab Equipment/Chemicals	233.00
NICUSA	Credit Card Service Fee	4.03
Nikkel & Associates	Repairs	260.25
NUSO	SIP/VOIP Lines	115.58
Ogden Telephone	Internet Service	74.95
OPG-3	Laserfiche License	3,165.00
O'Reilly Automotive	Supplies	13.99
Pens.Com	Police Promotional Items	1,071.00
Portable Pro	Portable Toilet Services	195.00
Portable Pro	Portable Toilet Services	255.00
Quick Oil	Propane	7,282.96
R & W Power	Weed Eater Supplies	85.99
R & W Power	Weed Eater Supplies	501.99
R H Grabau Construction	Fire Station Bay Addition	42,113.20
Roger L Thompson	Equipment Storage	250.00
Samuel Rengert	Academy Meals/Fuel Reimbursement	286.76
Schumacher Elevator	Repair Elevator Phone	482.00
Seneca Companies	Fuel System Updates	18,249.78
Seth Janssen	Clothing Allowance	32.04
Short Elliott Hendrickson	Engineering	87,735.02
Speer Financial	FY 2023 Continuing Disclosure	680.00
Staples Advantage	Office Supplies	336.80
Stuehmer Contracting	Custodial Services	800.00

Syntex Industries	Porta Tank New Tanker	1,092.00
Top & Body Repair	Vehicle Repair	1,647.40
Troy Nordholm	Locker Room Remodel	8,075.00
UnityPoint Health	CPR Cards	136.00
Us Water Services Corporation	Operation/Maintenance Contract	76,624.99
UsaBlueBook	Lab Equipment	806.28
Van Diest Supply Company	Grazonnext/Application	299.30
Van-Wall Equipment	Mower Blades	160.38
Verizon Wireless Services	Wireless Services	286.15
VisionBank Of IA	Conferences/Meals/Digitization/Flags	645.80
VWR International	Glass Fiber Filters	83.58
Walters Sanitary Service	Waste Removal	395.60
Walters Sanitary Service	Waste Removal	411.62
Weather Or Naut	Citizen Police Academy Meals	420.00
WHKS	I/I Phase 5	7,045.50
Wicks Construction	15/33 S. Runway Payment	21,396.37
Xerox Corporation	Copier Agreement	28.88
Ashley M Beisch	Utility Deposit Refund	125.00
Jayne A Berends	Utility Deposit Refund	125.00
Drake Bond	Utility Deposit Refund	51.45
Dan S Broderick	Utility Deposit Refund	19.43
Clayton D Dale	Utility Deposit Refund	125.00
Jessica A Daniels	Utility Deposit Refund	125.00
Marti L Efkamp	Utility Deposit Refund	38.80
Peyton C Gramowski	Utility Deposit Refund	125.00
Kassidy L Grisham	Utility Deposit Refund	125.00
Sandra E Hansen	Utility Billing Refund	62.84
Dustin L Holmes	Utility Deposit Refund	125.00
Adam Huffman	Utility Deposit Refund	54.41
Meldin Kovac	Utility Deposit Refund	103.23
Shannon M Krupski	Utility Deposit Refund	44.00
Zachary H Lieb	Utility Deposit Refund	79.09
Tyler Lyons	Utility Deposit Refund	125.00
Elisabeth A Morgan	Utility Deposit Refund	125.00
OAE Properties	Utility Billing Refund	35.53
Parkton Sparks LLC	Utility Billing Refund	50.00
Siarra I Patten	Utility Billing Refund	63.17
Juana D Ramirez	Utility Deposit Refund	125.00
Jason L Rochette	Utility Deposit Refund	125.00
Abraham Sanchez	Utility Billing Refund	20.59
Nichole M Smith	Utility Deposit Refund	125.00
Melisa Vilums	Utility Deposit Refund	102.04
VME Group LLC	Utility Billing Refund	175.07
Total Bills Paid		632,068.20

FUND	RECEIPTS	DISBURSEMENTS
General	5,476,753.22	84,617.09
Special	2,102,400.38	68,063.75
Hotel/Motel	129,191.79	11,190.00
Road Use Tax	1,425,139.53	29,252.57
Debt Service	161,945.51	-
Water Utility	3,090,728.81	80,285.02
Sewer Utility	3,191,699.50	65,972.40
Family Resource Center	74,041.63	984.37
Capital Project	2,265,052.02	277,963.79
Storm Water Utility	360,301.30	7,061.25
Expendable Trust	95,065.02	2,071.59
Agency Account	2,629,098.38	4,606.37

Hilsabeck moved; Williamson seconded to approve the second reading of Ordinance 2306 to allow the City of Boone, Iowa to change the Finance Officer language in the Code of Ordinances, amending Chapter 18, 19, 5 and 17. Ayes: Hilsabeck, Williamson, Angstrom, Byrd, Henson, and Moorman. Nays: none.

Angstrom moved; Hilsabeck seconded to approve the first reading of Ordinance 2307 to change the parking regulations in the Code of Ordinances, amending Chapter 69, Section 69.08 (116) “on the west and south side of South Jackson Street from Southeast Linn Street to Hancock Drive” and “on the south of Southeast Linn Street from South Cedar Street to South Jackson Street”. Ayes: Williamson, Angstrom, Byrd, Henson, Moorman, and Hilsabeck. Nays: none.

Williamson moved; Angstrom seconded to approve the first reading of Ordinance 2308 to rezone property on South Marshall Street changing the zoning from C-1 (Special Commercial District) to C-3 (Limited Commercial District). Ayes: Angstrom, Byrd, Henson, Moorman, Hilsabeck, and Williamson. Nays: none.

Henson stated that he attended the Airport’s Fly-In Breakfast and the Fire Department’s Pancake Breakfast, and both were fantastic.

Williamson moved; Angstrom seconded to go into closed session at 6:47 p.m. pursuant to Iowa Code 21.5(1)(J) to discuss the purchase of a particular real estate where premature disclosure could be reasonably expected to increase the price the City of Boone would have to pay for that property. Ayes: Byrd, Henson, Moorman, Hilsabeck, Williamson, and Angstrom. Nays: none.

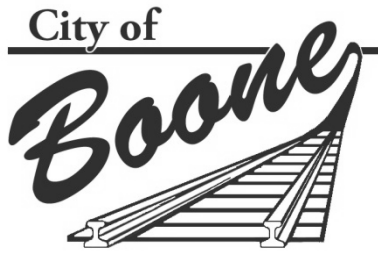
Angstrom moved; Hilsabeck seconded to come out of closed session at 7:13 p.m. Ayes: Henson, Moorman, Hilsabeck, Williamson, Angstrom, Byrd. Nays: none.

There being no further business to come before the Council the meeting was adjourned at 7:14 p.m.

ATTEST:

Ondrea Elmquist, Clerk/Finance Officer

David Byrd, Mayor Pro-Tem



Public Safety and Transportation Committee

Date of Meeting: May 29, 2024

Time of Meeting: 4:30 P.M.

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

1. Call Meeting to Order.

Present: Hilsabeck, Angstrom, Henson

Absent: none

Others Present: Andrews, Skare, Wiebold, Majors, Turbes, Byrd, Olsen

2. Approve Minutes from the April 24, 2024 Meeting.

Henson moved; Angstrom seconded to approve the minutes from the April 24, 2024, Public Safety meeting. Ayes: all those in attendance. Nays: none.

3. Discuss a Daisy Brand Project Road.

Skare presented a conceptual drawing and an opinion of probable cost from Short Elliott Hendrickson, Inc. (SEH) for the Daisy Brand access road. The drawing included a right-hand-turn lane going north on Snedden Drive and bringing a 12" inch water main and 10" inch sanitary sewer into the site. Once further along in the process, Skare will bring the concept to a future City Council meeting for approval.

4. Discuss Traffic Concerns on Destiny Drive.

Brittney Olsen, who lives on Destiny Drive, requested a safer way to handle traffic on the street during Little League baseball games. Olsen stated that cars speed around the gravel parking lot that Destiny Drive goes into. Hilsabeck moved; Henson seconded to direct the Public Works Department to block the entrance, with a movable device for snowplows for winter months, from the parking lot during baseball season, April 1st through August 1st. Ayes: all those in attendance. Nays: none.

5. Other Business.

6. Adjourn.

4:44 p.m.

RECORD OF COUNCIL APPROVED BILLS

KAHOOKELE

June 3, 2024

<u>DATE</u>	<u>AMOUNT</u>
Airport Bills	
Library Bills	21,935.00
Park Bills	
Utility Billing Refunds	
Manuals/Misc Total	1,586,899.98
Voided checks	
Council Bills Total	179,572.10
Payroll Wages (6/1/2024)	113,757.08
Payroll Vendor Checks (6/1/2024)	92,587.87
TOTAL EXPENDITURES	\$ <u>1,994,752.03</u>

Signed By _____

Date _____

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
A & E MILLWRIGHT & REPAIR (3119)						
	1411209734	HT BLOWER INSTALL	06/03/2024	320.00	610-816-6350	REPAIRS
Total A & E MILLWRIGHT & REPAIR (3119):				320.00		
A & M LAUNDRY INC (5)						
	0397640	MOPS & RUGS	06/03/2024	30.51	001-150-6399	LAUNDRY
Total A & M LAUNDRY INC (5):				30.51		
ACCESS SYSTEMS (4566)						
	36606124	PRINTING CONTRACT-PD	06/03/2024	164.97	001-110-6419	SERVICES & COMPUTER SU
Total ACCESS SYSTEMS (4566):				164.97		
ACME TOOLS (3356)						
	12813162	PLATE TAMPER	06/03/2024	1,000.00	110-210-6727	EQUIPMENT
	12813162	PLATE TAMPER	06/03/2024	500.00	600-812-6504	EQUIPMENT
	12813162	PLATE TAMPER	06/03/2024	547.91	610-817-6505	EQUIPMENT
	12820594	DRILL PRESS CUTTER SET	06/03/2024	326.14	110-210-6727	EQUIPMENT
	12821216	DRILL PRESS	06/03/2024	965.45	110-210-6727	EQUIPMENT
Total ACME TOOLS (3356):				3,339.50		
ALLIANT ENERGY (45)						
	060324C	TRAFFIC LIGHTS - 11TH/STORY ST	06/03/2024	41.21	110-240-6371	TRAFFIC UTILITIES
	060324C	UTILITIES - SWIMMING POOL	06/03/2024	440.58	001-435-6371	UTILITIES
	060324C	TRAFFIC LIGHTS - S STORY/PARK AV	06/03/2024	46.65	110-240-6371	TRAFFIC UTILITIES
	060324C	TRAFFIC LIGHTS - 1203 8TH ST-HYVE	06/03/2024	48.18	110-240-6371	TRAFFIC UTILITIES
	060324C	UTILITIES-13130 W PARK LIFT STATIO	06/03/2024	342.33	610-816-6371	UTILITIES
	060324C	UTILITIES - 609 FOREST AVE - CEMET	06/03/2024	116.21	001-450-6371	UTILITIES
	060324C	TRAFFIC LIGHTS - STORY/CNR 1ST	06/03/2024	43.93	110-240-6371	TRAFFIC UTILITIES
	060324C	UTILITIES - 609 FOREST AVE - CEMET	06/03/2024	127.00	001-450-6371	UTILITIES
	060324C	TRAFFIC LIGHTS - 329 BENETON ST P	06/03/2024	39.27	110-240-6371	TRAFFIC UTILITIES
	060324D	UTILITIES-1930 S STORY STREET LIG	06/03/2024	115.01	110-230-6371	STREET LIGHTING
	060324E	UTILITIES-4TH ST SIREN	06/03/2024	21.18	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	060324E	UTILITIES-ARGO ST SIREN	06/03/2024	19.50	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	060324E	UTILITIES-1804 KATE SHELLEY METE	06/03/2024	20.17	600-811-6371	UTILITIES
	060324E	UTILITIES-GREENE ST TOWER	06/03/2024	97.50	600-811-6371	UTILITIES
	060324E	UTILITIES-1817 S LINN LIFT STATION	06/03/2024	80.05	610-816-6371	UTILITIES
	060324E	UTILITIES-902 SNEDDEN LIFT STATIO	06/03/2024	96.31	610-816-6371	UTILITIES
	060324F	UTILITIES-1494 220TH LIFT STATION	06/03/2024	266.87	610-816-6371	UTILITIES
	060324G	STREET LIGHTS- 1918 LINN ST	06/03/2024	13.25	110-230-6371	STREET LIGHTING
	060324H	UTILITIES-S STORY/HAWKEYE DR TR	06/03/2024	68.94	110-240-6371	TRAFFIC UTILITIES
	060324H	UTILITIES-LINN ST SIRENS	06/03/2024	20.52	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	060324H	UTILITIES-DORAN DR SIRENS	06/03/2024	34.54	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	060324H	UTILITIES-CLINTON WATER TOWER	06/03/2024	208.59	600-811-6371	UTILITIES
	060324H	UTILITIES-1721 MCHOSE (WW)	06/03/2024	2,315.07	610-816-6371	UTILITIES
	060324H	UTILITIES-FRC	06/03/2024	1,960.18	730-899-6371	UTILITIES/FAMILY RESOURC
Total ALLIANT ENERGY (45):				6,583.04		
AMAZON CAPITAL SERVICES INC (4073)						
	14HQ-PF1W-	BUNGEE MATERIALS FOR CITY WIDE	06/03/2024	107.94	110-210-6599	SUPPLIES
	1HQG-9M4V-	CORK BOARD- WEIR	06/03/2024	6.18	001-620-6506	SUPPLIES/OFFICE
	1HQG-9M4V-	CORK BOARD- WEIR	06/03/2024	6.18	600-810-6506	SUPPLIES/OFFICE
	1HQG-9M4V-	CORK BOARD- WEIR	06/03/2024	6.18	110-211-6506	SUPPLIES/OFFICE
	1HQG-9M4V-	CORK BOARD- WEIR	06/03/2024	6.17	610-815-6506	SUPPLIES/OFFICE

Open Bills

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
	1HQG-9M4V-	OFFICE SUPPLIES- SUPPLY CLOSET	06/03/2024	7.66	001-620-6506	SUPPLIES/OFFICE
	1HQG-9M4V-	OFFICE SUPPLIES- SUPPLY CLOSET	06/03/2024	7.65	600-810-6506	SUPPLIES/OFFICE
	1HQG-9M4V-	OFFICE SUPPLIES- SUPPLY CLOSET	06/03/2024	7.65	110-211-6506	SUPPLIES/OFFICE
	1HQG-9M4V-	OFFICE SUPPLIES- SUPPLY CLOSET	06/03/2024	7.65	610-815-6506	SUPPLIES/OFFICE
Total AMAZON CAPITAL SERVICES INC (4073):				163.26		
ARNOLD MOTOR SUPPLY (86)						
	08CR018860	HYDRAULIC OIL #59	06/03/2024	103.77-	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV171826	TIRE MOUNTING LUBE	06/03/2024	15.69	110-210-6599	SUPPLIES
	08NV171981	HYDRAULIC OIL #59	06/03/2024	280.76	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV171987	ANTIFREEZE COOLANT #59	06/03/2024	25.28	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total ARNOLD MOTOR SUPPLY (86):				217.96		
ASCEND LEARNING HOLDINGS LLC (4425)						
	915758	ONLINE ACCESS-FF1 TRAIN	06/03/2024	461.06	001-150-6240	TRAVEL/CONF/TRAINING EX
Total ASCEND LEARNING HOLDINGS LLC (4425):				461.06		
BITUMINOUS MATERIALS & SUPPLY (4510)						
	2213337735	EMULSION FOR SPRAY PATCHER	06/03/2024	542.67	110-210-6399	REPAIRS-STREET
Total BITUMINOUS MATERIALS & SUPPLY (4510):				542.67		
BOMGAARS (4040)						
	85678534	GARDEN HOSE SUPPLIES	06/03/2024	33.34	610-816-6599	MISCELLANEOUS
Total BOMGAARS (4040):				33.34		
BOONE ACE HARDWARE (2706)						
	79586-2	REPAIR-DUMP TRUCK TARP	06/03/2024	16.99	610-816-6350	REPAIRS
Total BOONE ACE HARDWARE (2706):				16.99		
BOONE COUNTY (4567)						
	060324	FY 2024 ASSESSMENT- JUNE	06/03/2024	5,191.67	004-290-6499	LANDFILL SERVICES
	508121	LANDFILL DISPOSAL	06/03/2024	319.20	610-816-6379	LANDFILL/SLUDGE
	508212	LANDFILL DISPOSAL	06/03/2024	346.56	610-816-6379	LANDFILL/SLUDGE
	508226	LANDFILL DISPOSAL	06/03/2024	342.38	610-816-6379	LANDFILL/SLUDGE
	508282	LANDFILL DISPOSAL	06/03/2024	259.92	610-816-6379	LANDFILL/SLUDGE
	508338	LANDFILL DISPOSAL	06/03/2024	346.18	610-816-6379	LANDFILL/SLUDGE
	508466	LANDFILL DISPOSAL	06/03/2024	322.24	610-816-6379	LANDFILL/SLUDGE
Total BOONE COUNTY (4567):				7,128.15		
BOONE COUNTY ABSTRACT (159)						
	24391	OWNERSHIP & LIEN REPORT	06/03/2024	150.00	307-750-6750	DEMOLITION
Total BOONE COUNTY ABSTRACT (159):				150.00		
BOONE HARDWARE (1963)						
	18650-1	HYDRAULIC LINE CAPS	06/03/2024	6.36	110-210-6599	SUPPLIES
	18655-1	SIGN BOLTS	06/03/2024	8.76	110-210-6509	SIGNS/POSTS/SIGNALS
	18656-1	WASP SPRAY	06/03/2024	26.86	610-816-6599	MISCELLANEOUS
Total BOONE HARDWARE (1963):				41.98		

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
BOONE NEWS REPUBLICAN (4622)						
	10177847	5/6 COUNCIL PROCEEDINGS	06/03/2024	336.60	600-810-6414	PUBLICATIONS
	10186953	WTP & WWTF ROOF REPLACEMENT	06/03/2024	17.70	400-750-6407	2023-24 WATER IMPROV-EN
	10186953	WTP & WWTF ROOF REPLACEMENT	06/03/2024	17.70	404-750-6407	23/24 WW IMPROVEMENT-E
Total BOONE NEWS REPUBLICAN (4622):				372.00		
BUILDERS FIRST SOURCE (3867)						
	89059483	CONCRETE FOE 420 S MAIN SEWER	06/03/2024	34.50	610-817-6399	SEWER CLEANING/REPAIRS
Total BUILDERS FIRST SOURCE (3867):				34.50		
CENTRAL IA READY MIX (3871)						
	748000	22ND & LINN MAIN BREAK	06/03/2024	1,414.00	600-812-6350	MAIN & VALVE WORK
	748180	STREET PATCH 116 16TH ST	06/03/2024	1,110.00	110-210-6399	REPAIRS-STREET
	748485	1928 TAMA STORM SEWER REPAIR	06/03/2024	807.00	740-865-6320	GROUND MAINT & REPAIRS
	749050	1928 TAMA STORM SEWER REPAIR	06/03/2024	605.00	740-865-6320	GROUND MAINT & REPAIRS
Total CENTRAL IA READY MIX (3871):				3,936.00		
CHRISTOPHER TRUCKENMILLER (3964)						
	060324	BAND SERVICES- 4TH QTR 2024	06/03/2024	400.00	001-420-6499	CITY BAND
Total CHRISTOPHER TRUCKENMILLER (3964):				400.00		
CLOUSER PLUMBING TECHNOLOGIES (4672)						
	25536	HARRISON ST WATER MAIN VALVES	06/03/2024	12,000.00	600-812-6350	MAIN & VALVE WORK
Total CLOUSER PLUMBING TECHNOLOGIES (4672):				12,000.00		
D & J COMPLETE TREE SERVICE (3344)						
	24118	TREE REMOVAL FOR A DEMO-PARKS	06/03/2024	2,000.00	307-750-6751	LOST DEMOLITION
Total D & J COMPLETE TREE SERVICE (3344):				2,000.00		
DAKOTA SUPPLY GROUP (2892)						
	S103722137.	1928 TAMA STORM SEWER REPAIR	06/03/2024	295.00	740-865-6320	GROUND MAINT & REPAIRS
Total DAKOTA SUPPLY GROUP (2892):				295.00		
ECHO GROUP INC (4366)						
	S010630411.	WASH PRESS MOTOR REPAIR	06/03/2024	195.68	610-816-6350	REPAIRS
Total ECHO GROUP INC (4366):				195.68		
ELIXIR RX SOLUTIONS (4225)						
	554561	411 PRESCRIPTIONS	06/03/2024	655.03	112-930-6150	GROUP INSURANCE PAYME
Total ELIXIR RX SOLUTIONS (4225):				655.03		
FAIRFIELD INN & SUITES (4414)						
	52372	HOTEL- RENGERT - ACADEMY	06/03/2024	498.40	001-110-6240	TRAVEL/CONF/TRAINING EX
	52373	HOTEL- RENGERT - ACADEMY	06/03/2024	498.40	001-110-6240	TRAVEL/CONF/TRAINING EX
Total FAIRFIELD INN & SUITES (4414):				996.80		
GRAYMONT WESTERN LIME INC (4147)						
	35-222751	LIME-WATER PLANT	06/03/2024	8,028.99	600-811-6501	CHEMICALS

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total GRAYMONT WESTERN LIME INC (4147):				8,028.99		
HAWKINS WATER TREATMENT GROUP (595)						
	6761697	CHEMICALS-CHLORINE HAWKINS WA	06/03/2024	5,702.21	600-811-6501	CHEMICALS
	6767565	REPAIRS CHLORINE FEED EQUIPMEN	06/03/2024	800.00	600-811-6350	REPAIRS
Total HAWKINS WATER TREATMENT GROUP (595):				6,502.21		
HY-VEE FOOD STORE (798)						
	5892083400	WATER- COUNCIL CHAMBERS	06/03/2024	7.28	001-620-6506	SUPPLIES/OFFICE
Total HY-VEE FOOD STORE (798):				7.28		
INFOMAX OFFICE SYSTEMS INC (3658)						
	36583967	CITY HALL PRINTING CONTRACT	06/03/2024	54.26	110-211-6506	SUPPLIES/OFFICE
	36583967	CITY HALL PRINTING CONTRACT	06/03/2024	81.39	001-170-6506	SUPPLIES/OFFICE
	36583967	CITY HALL PRINTING CONTRACT	06/03/2024	81.39	001-620-6599	MISC/MAINTENANCE AGREM
	36583967	CITY HALL PRINTING CONTRACT	06/03/2024	173.65	600-810-6505	EQUIPMENT/OFFICE
	36583967	CITY HALL PRINTING CONTRACT	06/03/2024	173.65	610-815-6505	EQUIPMENT/OFFICE
Total INFOMAX OFFICE SYSTEMS INC (3658):				564.34		
IOWA ONE CALL (90)						
	261032	LOCATES IA ONE CALL	06/03/2024	294.95	600-810-6599	MISCELLANEOUS
	261032	LOCATES IA ONE CALL	06/03/2024	294.95	610-815-6599	MISC REFUNDS/NSF FEE
Total IOWA ONE CALL (90):				589.90		
K & R LAWN CARE INC (4278)						
	59800	NUISANCE MOWING	06/03/2024	650.00	001-198-6498	WEED/SNOW
	59801	NUISANCE MOWING	06/03/2024	565.00	001-198-6498	WEED/SNOW
	59804	FRC LAWN CARE	06/03/2024	560.00	730-899-6499	SERVICES
Total K & R LAWN CARE INC (4278):				1,775.00		
KADEN SHERRARD (4267)						
	060324	DRE SCHOOL REIMBURSEMENT	06/03/2024	430.38	001-110-6240	TRAVEL/CONF/TRAINING EX
Total KADEN SHERRARD (4267):				430.38		
LYNCH AUCTION CO. (4689)						
	1799	SKID LOADER ROCK BUCKET	06/03/2024	1,100.00	110-210-6727	EQUIPMENT
Total LYNCH AUCTION CO. (4689):				1,100.00		
MARTIN MARIETTA MATERIALS (1167)						
	42480305	ROCK MATERIAL-SPRAY PATCH MAC	06/03/2024	195.64	110-210-6399	REPAIRS-STREET
Total MARTIN MARIETTA MATERIALS (1167):				195.64		
MENARDS (4565)						
	92700	FLOWER SOIL AND FABRIC	06/03/2024	329.94	110-230-6499	BEAUTIFICATION/DOWNTOW
	92890	TARPS FOR CITY WIDE CLEAN UP	06/03/2024	153.86	110-210-6599	SUPPLIES
Total MENARDS (4565):				483.80		

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
MERCY COLLEGE HEALTH SCIENCES (4036)						
	060324	PARAMEDIC TUITION UPAH	06/03/2024	4,712.00	001-150-6240	TRAVEL/CONF/TRAINING EX
Total MERCY COLLEGE HEALTH SCIENCES (4036):				4,712.00		
MIDWEST QUALITY WHOLESALE (3661)						
	000319836	TOWEL DISPENSER	06/03/2024	12.50	001-150-6310	BUILDING MAINTENANCE
Total MIDWEST QUALITY WHOLESALE (3661):				12.50		
MUTUAL OF OMAHA (3476)						
	0017088423	LIFE/AD&D PREMIUM	06/03/2024	24.78	113-620-6151	DENTAL-LIFE/ADMINISTRATI
	0017088423	LIFE/AD&D PREMIUM	06/03/2024	12.39	113-170-6151	DENTAL-LIFE/BLDG OFFL
	0017088423	LIFE/AD&D PREMIUM	06/03/2024	57.82	113-210-6151	DENTAL-LIFE/RUT
	0017088423	LIFE/AD&D PREMIUM	06/03/2024	74.34	113-110-6151	DENTAL-LIFE/POLICE
	0017088423	LIFE/AD&D PREMIUM	06/03/2024	33.04	113-150-6151	DENTAL-LIFE/FIRE
	0017088423	LIFE/AD&D PREMIUM	06/03/2024	12.39	113-430-6151	DENTAL-LIFE/PARKS
	0017088423	LIFE/AD&D PREMIUM	06/03/2024	4.13	113-450-6151	DENTAL-LIFE/CEMETERY
	0017088423	LIFE/AD&D PREMIUM	06/03/2024	4.13	600-810-6151	DENTAL-LIFE/WATER
	0017088423	LIFE/AD&D PREMIUM	06/03/2024	4.13	610-815-6151	DENTAL-LIFE/SEWER
	0017088423	LIFE/AD&D PREMIUM	06/03/2024	24.78	113-410-6151	DENTAL-LIFE/LIBRARY
Total MUTUAL OF OMAHA (3476):				251.93		
NIKKEL & ASSOCIATES INC (1333)						
	71037	INDUSTRIAL PARK TOWER MIXER	06/03/2024	3,095.00	600-812-6499	WATER TOWER MAINTENAN
	71038	GREENE ST WATER TOWER PROJEC	06/03/2024	8,080.00	600-812-6499	WATER TOWER MAINTENAN
	71057	LIGHT BULB REPLACEMENT	06/03/2024	650.68	600-811-6350	REPAIRS
	71068	REPAIRS OVER HEAD WIRE PUMP ST	06/03/2024	134.03	600-811-6350	REPAIRS
Total NIKKEL & ASSOCIATES INC (1333):				11,959.71		
OPENCOM (2160)						
	62388	INTERNET SERVICE- WWV	06/03/2024	62.95	610-816-6373	TELEPHONE
	62388	INTERNET SERVICE- CEMETARY	06/03/2024	91.95	001-450-6373	TELEPHONE
Total OPENCOM (2160):				154.90		
O'REILLY AUTOMOTIVE STORES INC (1349)						
	0351-170674	JB WELD EPOXY	06/03/2024	9.99	600-811-6350	REPAIRS
Total O'REILLY AUTOMOTIVE STORES INC (1349):				9.99		
ORKIN LLC (2433)						
	261707480	PEST CONTROL- FRC	06/03/2024	110.99	730-899-6499	SERVICES
Total ORKIN LLC (2433):				110.99		
POMP'S TIRE SERVICE INC (4117)						
	1400142152	TIRES-MAROON DUMP TRUCK	06/03/2024	2,654.10	610-816-6350	REPAIRS
Total POMP'S TIRE SERVICE INC (4117):				2,654.10		
R & W POWER (1552)						
	19940	CHAINSAW CHAINS	06/03/2024	123.00	001-150-6504	EQUIPMENT
Total R & W POWER (1552):				123.00		

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
RELIANT GASES LTD (3866)						
	130-1619786	CHEMICALS-CO2 RELIANT GASES LT	06/03/2024	3,481.00	600-811-6501	CHEMICALS
Total RELIANT GASES LTD (3866):				3,481.00		
RESERVE ACCOUNT (3472)						
	060324	POSTAGE REFILL-ADMIN	06/03/2024	60.00	001-620-6508	POSTAGE
	060324	POSTAGE REFILL-POLICE	06/03/2024	165.00	001-110-6508	POSTAGE
	060324	POSTAGE REFILL-PARK	06/03/2024	60.00	001-430-6508	POSTAGE
	060324	POSTAGE REFILL-FIRE	06/03/2024	15.00	001-150-6508	POSTAGE
	060324	POSTAGE REFILL-LIBRARY	06/03/2024	75.00	001-410-6508	POSTAGE
	060324	POSTAGE REFILL-BUILDING	06/03/2024	105.00	001-170-6508	POSTAGE
	060324	POSTAGE REFILL-AIRPORT	06/03/2024	15.00	001-280-6508	POSTAGE
	060324	POSTAGE REFILL-WATER	06/03/2024	345.00	600-810-6508	POSTAGE
	060324	POSTAGE REFILL-RENTAL	06/03/2024	90.00	001-180-6508	POSTAGE
	060324	POSTAGE REFILL-CEMETERY	06/03/2024	15.00	001-450-6508	POSTAGE
	060324	POSTAGE REFILL-SEWER	06/03/2024	345.00	610-815-6508	POSTAGE
	060324	POSTAGE REFILL-TRAFFIC	06/03/2024	15.00	001-240-6508	POSTAGE
	060324	POSTAGE REFILL-RUT	06/03/2024	195.00	110-211-6508	POSTAGE
Total RESERVE ACCOUNT (3472):				1,500.00		
RINKER MATERIALS (4440)						
	29172681	1928 TAMA STORM INTAKE	06/03/2024	1,316.00	740-865-6320	GROUNDS MAINT & REPAIRS
Total RINKER MATERIALS (4440):				1,316.00		
SALAMA GREENHOUSE INC (3681)						
	14331	DOWNTOWN FLOWERS	06/03/2024	4,581.75	110-230-6499	BEAUTIFICATION/DOWNTOW
Total SALAMA GREENHOUSE INC (3681):				4,581.75		
SAMUEL RENGERT (4666)						
	060324	REIMBURSE RENGERT FOOD - ACAD	06/03/2024	255.17	001-110-6240	TRAVEL/CONF/TRAINING EX
Total SAMUEL RENGERT (4666):				255.17		
STAPLES ADVANTAGE (3779)						
	6002234004	OFFICE SUPPLIES	06/03/2024	40.49	001-620-6506	SUPPLIES/OFFICE
	6002234004	OFFICE SUPPLIES	06/03/2024	40.49	110-211-6506	SUPPLIES/OFFICE
	6002234004	OFFICE SUPPLIES	06/03/2024	40.49	600-810-6506	SUPPLIES/OFFICE
	6002234004	OFFICE SUPPLIES	06/03/2024	40.48	610-815-6506	SUPPLIES/OFFICE
Total STAPLES ADVANTAGE (3779):				161.95		
STOREY KENWORTHY (2712)						
	PINV117674	PAPER PRODUCTS	06/03/2024	404.74	001-110-6506	SUPPLIES/OFFICE
Total STOREY KENWORTHY (2712):				404.74		
STORY COUNTY TREASURER (2460)						
	060324	DRUG TASK FORCE	06/03/2024	1,284.82	167-110-6599	TRUST/DRUG PURCHASE
Total STORY COUNTY TREASURER (2460):				1,284.82		
THERMO FISHER SCIENTIFIC (ASHEVILLE) LLC (4687)						
	SLS2638913	MOTOR INCUBATOR	06/03/2024	133.22	610-816-6350	REPAIRS
	SLS2639179	SHIPPING	06/03/2024	11.02	610-816-6505	EQUIPMENT-MINOR

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total THERMO FISHER SCIENTIFIC (ASHEVILLE) LLC (4687):				144.24		
VAN-WALL EQUIPMENT INC (1817)						
	6244183	#61 MOWER BELT	06/03/2024	128.94	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total VAN-WALL EQUIPMENT INC (1817):				128.94		
WALMART (4284)						
	02847	DVDS	06/03/2024	54.88	001-410-6502	BOOKS/LIBRARY MATERIALS
	04630	DOOR OPENER BATTERIES	06/03/2024	13.86	001-150-6599	MISC/SUPPLIES
	05174	CLEANING SUPPLIES	06/03/2024	34.89	110-210-6599	SUPPLIES
	05198	LAUNDRY SOAP	06/03/2024	36.40	001-150-6399	LAUNDRY
	07092	BOOKS AND BRUNCH	06/03/2024	7.52	169-410-6599	LIBRARY/MEMORIAL FUND
	07142	LAUNDRY SOAP FOR WASH	06/03/2024	54.90	110-210-6599	SUPPLIES
	08376	PARK PRINTER INK	06/03/2024	51.00	001-430-6506	OFFICE SUPPLIES
	08417	IPAD FOR TIME CLOCK	06/03/2024	249.00	121-620-6419	COMPUTER SYSTEM & FUR
Total WALMART (4284):				502.45		
WINDSTREAM (3283)						
	060324	PHONE SERVICE-ADMIN	06/03/2024	135.32	001-620-6373	TELEPHONE
	060324	PHONE SERVICE-ADMIN	06/03/2024	135.32	600-811-6373	TELEPHONE
	060324	PHONE SERVICE-ADMIN	06/03/2024	135.32	610-816-6373	TELEPHONE
	060324	PHONE SERVICE-ADMIN	06/03/2024	135.32	110-211-6373	TELEPHONE
	060324	PHONE SERVICE-BUILDING DEPT	06/03/2024	49.60	001-170-6373	TELEPHONE
	060324	PHONE SERVICE-FIRE DEPT	06/03/2024	91.32	001-150-6373	TELEPHONE,RADIO REPAIR
	060324	PHONE SERVICE-LIBRARY	06/03/2024	91.28	001-410-6373	TELEPHONE
	060324	PHONE SERVICE-POLICE	06/03/2024	312.29	001-110-6373	TELEPHONE
	060324	PHONE SERVICE-PW	06/03/2024	187.33	110-211-6373	TELEPHONE
	060324	PHONE SERVICE-SEWER	06/03/2024	177.86	610-816-6373	TELEPHONE
	060324	PHONE SERVICE-WATER	06/03/2024	161.48	600-811-6373	TELEPHONE
	060324	PHONE SERVICE-ENGINEERING	06/03/2024	12.40	001-620-6373	TELEPHONE
	060324	PHONE SERVICE-ENGINEERING	06/03/2024	12.40	600-811-6373	TELEPHONE
	060324	PHONE SERVICE-ENGINEERING	06/03/2024	12.40	610-816-6373	TELEPHONE
	060324	PHONE SERVICE-ENGINEERING	06/03/2024	12.39	110-211-6373	TELEPHONE
Total WINDSTREAM (3283):				1,662.03		
ALLIANT ENERGY (45)						
	060324A	UTILITIES- 1918 LINN ST STREET LIG	06/03/2024	13.75	110-230-6371	STREET LIGHTING
	060324B	UTILITIES - 4TH ST TRAFFIC LIGHTS	06/03/2024	73.27	110-240-6371	TRAFFIC UTILITIES
Total ALLIANT ENERGY (45):				87.02		
ARNOLD MOTOR SUPPLY (86)						
	08NV171250	BELT REPAIR INDUSTRIAL FAN	06/03/2024	19.46	610-816-6599	MISCELLANEOUS
	08NV171343	CV AXLE FOR 044	06/03/2024	150.84	001-110-6332	REPAIRS/CARS
	08NV171547	GREEN FORD STROBE SWITCH	06/03/2024	7.99	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total ARNOLD MOTOR SUPPLY (86):				178.29		
BITUMINOUS MATERIALS & SUPPLY (4510)						
	2213336976	EMULSION FOR SPRAY PATCHER	06/03/2024	554.87	110-210-6399	REPAIRS-STREET
Total BITUMINOUS MATERIALS & SUPPLY (4510):				554.87		

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
BOONE AREA HUMANE SOCIETY (168)						
	060324	CONTRACT SERVICES- JUNE	06/03/2024	7,218.83	001-190-6499	CONTRACT SERVICES
Total BOONE AREA HUMANE SOCIETY (168):				7,218.83		
BOONE HARDWARE (1963)						
	18564-1	TAPE MEASURE	06/03/2024	13.99	610-817-6599	SUPPLIES
Total BOONE HARDWARE (1963):				13.99		
BOULDERS INN BOONE LLC (4154)						
	060124	2ND 1/2 FY2024 TAX REBATE COBBLE	06/03/2024	32,447.49	125-520-6660	BOULDER INN
Total BOULDERS INN BOONE LLC (4154):				32,447.49		
CENTRAL IA READY MIX (3871)						
	746985	1210 MONONA MAIN BREAK REPAIR	06/03/2024	908.00	600-812-6350	MAIN & VALVE WORK
	747133	1210 MONONA MAIN BREAK	06/03/2024	2,121.00	600-812-6350	MAIN & VALVE WORK
	747511	14TH & MONONA VALVE INSTALLATIO	06/03/2024	1,363.50	600-812-6350	MAIN & VALVE WORK
	747672	ADA SIDEWALK APPROACH	06/03/2024	570.00	110-210-6490	ADA SIDEWALK/RESIDENTIA
Total CENTRAL IA READY MIX (3871):				4,962.50		
CITY OF BOONE (479)						
	060324A	WATER-FRC	06/03/2024	526.37	730-899-6371	UTILITIES/FAMILY RESOURC
Total CITY OF BOONE (479):				526.37		
ECHO GROUP INC (4366)						
	S010617755.	MOTOR INDUSTRIAL FAN	06/03/2024	388.96	610-816-6350	REPAIRS
Total ECHO GROUP INC (4366):				388.96		
FIRSTNET (4433)						
	060324A	WIRELESS SERVICES- ADMIN	06/03/2024	94.83	001-620-6373	TELEPHONE
	060324A	WIRELESS SERVICES- BLDG	06/03/2024	89.80	001-170-6373	TELEPHONE
	060324A	WIRELESS SERVICES- PARK	06/03/2024	44.90	001-430-6373	TELEPHONE
	060324A	WIRELESS SERVICES- PW	06/03/2024	160.20	110-211-6373	TELEPHONE
	060324A	WIRELESS SERVICES- SEWER	06/03/2024	44.90	610-816-6373	TELEPHONE
	060324A	WIRELESS SERVICES- WATER	06/03/2024	44.27	600-811-6373	TELEPHONE
	060324B	WIRELESS SERVICES-PD	06/03/2024	695.99	001-110-6373	TELEPHONE
Total FIRSTNET (4433):				1,174.89		
HAWKINS WATER TREATMENT GROUP (595)						
	6757219	CHEMICALS-CHLORINE HAWKINS WA	06/03/2024	20.00	600-811-6501	CHEMICALS
Total HAWKINS WATER TREATMENT GROUP (595):				20.00		
IOWA WATER AND WASTE SYSTEMS LLC (4517)						
	1484	313 S MARSHALL STOP BOX REPAIR	06/03/2024	1,200.00	600-812-6498	REPAIRS
Total IOWA WATER AND WASTE SYSTEMS LLC (4517):				1,200.00		
JNB SENIOR 1 LP (4051)						
	060324	FY2024 TAX REBATE- ALICE PLACE	06/03/2024	5,090.66	125-520-6662	ALICE PLACE

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total JNB SENIOR 1 LP (4051):				5,090.66		
MENARDS (4565)						
	92548	WALL BASE AND EMERGENCY LIGHT	06/03/2024	156.78	001-110-6399	BUILDING MAINT/REPAIR
Total MENARDS (4565):				156.78		
MIDWEST QUALITY WHOLESALE (3661)						
	000319396	TP DISPENSOR FOR PD	06/03/2024	35.19	001-110-6399	BUILDING MAINT/REPAIR
Total MIDWEST QUALITY WHOLESALE (3661):				35.19		
NIKKEL & ASSOCIATES INC (1333)						
	70961	REPAIR PLC SLUDGE PRESS	06/03/2024	670.13	610-816-6350	REPAIRS
Total NIKKEL & ASSOCIATES INC (1333):				670.13		
OUTDOOR SOLUTIONS LLC (4196)						
	3147	WEED KILL/LIFT STATION	06/03/2024	300.00	610-816-6399	LIFT STATION REPAIR
Total OUTDOOR SOLUTIONS LLC (4196):				300.00		
ROSS CHEMICAL SYSTEMS INC (3922)						
	17350	GEAR WASHER CHEMICALS	06/03/2024	73.45	001-150-6399	LAUNDRY
Total ROSS CHEMICAL SYSTEMS INC (3922):				73.45		
THE NORTHWAY CORPORATION (4192)						
	17150	WELL #19 REHABILITATION	06/03/2024	9,750.00	600-811-6320	WELL FIELD MAINTENANCE
	17151	WELL #26 REHABILITATION	06/03/2024	9,750.00	600-811-6320	WELL FIELD MAINTENANCE
	17152	WELL #28 REHABILITATION	06/03/2024	9,750.00	600-811-6320	WELL FIELD MAINTENANCE
Total THE NORTHWAY CORPORATION (4192):				29,250.00		
XEROX CORPORATION (3807)						
	504509373	COPIER AGREEMENT	06/03/2024	54.49	610-816-6506	OFFICE SUPPLIES
Total XEROX CORPORATION (3807):				54.49		
Grand Totals:				179,572.10		

Report GL Period Summary

Vendor number hash: 0
 Vendor number hash - split: 0
 Total number of invoices: 0
 Total number of transactions: 0

Report Criteria:
 Detail report type printed

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
1ST CHECKS	25	DAVID ADES	053124	CAR ALLOWANCE - JUNE	250.00	219210	05/31/2024
Total 25:					250.00		
LIBRARY	45	ALLIANT ENERGY	05222024-1	UTILITIES -ELECTRIC	3,633.23	219440	05/22/2024
LIBRARY			05222024-2	UTILITIES- GAS	606.98	219440	05/22/2024
Total 45:					4,240.21		
LIBRARY	311	CENTER POINT PUBLISH	2090757	24 LARGE PRINT BOOKS	565.68	219446	05/22/2024
Total 311:					565.68		
MANUAL	479	CITY OF BOONE	219209	CONCESSION START UP	100.00	219209	05/22/2024
MANUAL			219209	POOL START UP	165.00	219209	05/22/2024
Total 479:					265.00		
LIBRARY	612	CHASE	2405101207	LIBRARY FAX	33.80	219447	05/22/2024
Total 612:					33.80		
LIBRARY	867	INGRAM BOOK COMPAN	81366899	LIBRARY MATERIALS IN	38.41	219453	05/22/2024
LIBRARY			81366900	LIBRARY MATERIALS IN	18.35	219453	05/22/2024
LIBRARY			81366901	LIBRARY MATERIALS IN	18.03	219453	05/22/2024
LIBRARY			81366902	LIBRARY MATERIALS IN	33.61	219453	05/22/2024
LIBRARY			81366903	LIBRARY MATERIALS IN	17.29	219453	05/22/2024
LIBRARY			81366904	LIBRARY MATERIALS IN	21.38	219453	05/22/2024
LIBRARY			81366905	LIBRARY MATERIALS IN	16.98	219453	05/22/2024
LIBRARY			81366906	LIBRARY MATERIALS IN	10.95	219453	05/22/2024
LIBRARY			81366907	LIBRARY MATERIALS IN	11.07	219453	05/22/2024
LIBRARY			81453737	LIBRARY MATERIALS IN	49.15	219453	05/22/2024
LIBRARY			81453738	LIBRARY MATERIALS IN	17.96	219453	05/22/2024
LIBRARY			81453739	LIBRARY MATERIALS IN	83.36	219453	05/22/2024
LIBRARY			81453740	LIBRARY MATERIALS IN	33.61	219453	05/22/2024
LIBRARY			81453741	LIBRARY MATERIALS IN	19.28	219453	05/22/2024
LIBRARY			81453742	LIBRARY MATERIALS IN	10.86	219453	05/22/2024
LIBRARY			81453743	LIBRARY MATERIALS IN	63.32	219453	05/22/2024
LIBRARY			81453744	LIBRARY MATERIALS IN	147.63	219453	05/22/2024
LIBRARY			81453745	LIBRARY MATERIALS IN	9.96	219453	05/22/2024
LIBRARY			81453746	LIBRARY MATERIALS IN	267.27	219453	05/22/2024
LIBRARY			81472555	LIBRARY MATERIALS IN	23.37	219453	05/22/2024
LIBRARY			81493621	LIBRARY MATERIALS IN	26.32	219453	05/22/2024
LIBRARY			81493622	LIBRARY MATERIALS IN	254.55	219453	05/22/2024
LIBRARY			81552195	LIBRARY MATERIALS IN	4.27	219453	05/22/2024
LIBRARY			81552196	LIBRARY MATERIALS IN	32.59	219453	05/22/2024
LIBRARY			81552197	LIBRARY MATERIALS IN	11.72	219453	05/22/2024
LIBRARY			81552198	LIBRARY MATERIALS IN	48.82	219453	05/22/2024
LIBRARY			81552199	LIBRARY MATERIALS IN	75.22	219453	05/22/2024
LIBRARY			81558881	LIBRARY MATERIALS IN	16.86	219453	05/22/2024
LIBRARY			81558882	LIBRARY MATERIALS IN	16.25	219453	05/22/2024
LIBRARY			81558883	LIBRARY MATERIALS IN	20.45	219453	05/22/2024
LIBRARY			81558884	LIBRARY MATERIALS IN	112.07	219453	05/22/2024
LIBRARY			81558885	LIBRARY MATERIALS IN	30.93	219453	05/22/2024

Paid Bills

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
LIBRARY			81558886	LIBRARY MATERIALS IN	9.97	219453	05/22/2024
LIBRARY			81558887	LIBRARY MATERIALS IN	17.48	219453	05/22/2024
LIBRARY			81558888	LIBRARY MATERIALS IN	5.29	219453	05/22/2024
LIBRARY			81558889	LIBRARY MATERIALS IN	10.85	219453	05/22/2024
LIBRARY			81639574	LIBRARY MATERIALS IN	35.11	219453	05/22/2024
LIBRARY			81639575	LIBRARY MATERIALS IN	10.08	219453	05/22/2024
LIBRARY			81639576	LIBRARY MATERIALS IN	34.74	219453	05/22/2024
LIBRARY			81639577	LIBRARY MATERIALS IN	79.65	219453	05/22/2024
LIBRARY			81665536	LIBRARY MATERIALS IN	51.72	219453	05/22/2024
LIBRARY			81665537	LIBRARY MATERIALS IN	94.58	219453	05/22/2024
LIBRARY			81665538	LIBRARY MATERIALS IN	22.09	219453	05/22/2024
LIBRARY			81665539	LIBRARY MATERIALS IN	87.66	219453	05/22/2024
LIBRARY			81665540	LIBRARY MATERIALS IN	37.80	219453	05/22/2024
LIBRARY			81706835	LIBRARY MATERIALS IN	9.46	219453	05/22/2024
LIBRARY			81706836	LIBRARY MATERIALS IN	62.09	219453	05/22/2024
LIBRARY			81706837	LIBRARY MATERIALS IN	12.21	219453	05/22/2024
LIBRARY			81706838	LIBRARY MATERIALS IN	19.33	219453	05/22/2024
LIBRARY			81726313	LIBRARY MATERIALS IN	20.73	219453	05/22/2024
LIBRARY			81726314	LIBRARY MATERIALS IN	25.62	219453	05/22/2024
LIBRARY			81733398	LIBRARY MATERIALS IN	21.84	219453	05/22/2024
LIBRARY			81733399	LIBRARY MATERIALS IN	20.64	219453	05/22/2024
LIBRARY			81733400	LIBRARY MATERIALS IN	4.16	219453	05/22/2024
LIBRARY			81733401	LIBRARY MATERIALS IN	19.73	219453	05/22/2024
Total 867:					2,274.72		
LIBRARY	1049	KRUCK PLUMBING & HEA	5368	QUARTERLY FILTER SER	515.00	219457	05/22/2024
Total 1049:					515.00		
LIBRARY	1194	MCGILL COMPUTER SER	2024-028	COMPUTER SERVICES	180.00	219459	05/22/2024
Total 1194:					180.00		
LIBRARY	1249	MIDWEST TAPE	505412859	DIGITAL LIBRARY MATE	627.79	219461	05/22/2024
Total 1249:					627.79		
LIBRARY	1451	QUILL LLC	38199489	LINERS	167.37	219463	05/22/2024
LIBRARY			38505975	PAPER, PAPER TOWELS	191.76	219463	05/22/2024
Total 1451:					359.13		
MANUAL	1659	TREASURER/STATE OF I	051324	SALES TAX-APR 2024	2,076.40	51324000	05/13/2024
MANUAL			051324001	WATER EXCISE TAX-APR	9,056.51	51324001	05/13/2024
Total 1659:					11,132.91		
LIBRARY	1848	WALTERS SANITARY SER	44k07207	WASTE REMOVAL-LIB	61.61	219466	05/22/2024
Total 1848:					61.61		
LIBRARY	1963	BOONE HARDWARE	18275/1	BOLT	.48	219445	05/22/2024
Total 1963:					.48		
1ST CHECKS	1988	ONDREA ELMQUIST	053124	CAR ALLOWANCE-JUNE	250.00	219212	05/31/2024

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
Total 1988:					250.00		
LIBRARY	1991	LOWE'S HOME CENTER	756890	MASONRY BIT	14.23	219458	05/22/2024
Total 1991:					14.23		
1ST CHECKS	2482	WILLIAM SKARE	053124	CAR ALLOWANCE - JUNE	100.00	219214	05/31/2024
1ST CHECKS			053124	CAR ALLOWANCE - JUNE	50.00	219214	05/31/2024
1ST CHECKS			053124	CAR ALLOWANCE - JUNE	50.00	219214	05/31/2024
1ST CHECKS			053124	CAR ALLOWANCE - JUNE	100.00	219214	05/31/2024
Total 2482:					300.00		
MANUAL	2660	IOWA FINANCE AUTHORI	060124000	2010 WATER SRF PRINCI	7,000.00	60124000	06/01/2024
MANUAL			060124000	2010 WATER SRF INTER	463.75	60124000	06/01/2024
MANUAL			060124000	2010 WATER SRF FEES	132.50	60124000	06/01/2024
Total 2660:					7,596.25		
LIBRARY	2706	BOONE ACE HARDWARE	79374/2	GREEN LIGHT BULBS	11.98	219444	05/22/2024
Total 2706:					11.98		
LIBRARY	2876	GALE/CENGAGE LEARNI	84180894	2 LARGE PRINT BOOKS	65.58	219452	05/22/2024
LIBRARY			84278599	LARGE PRINT BOOKS	65.58	219452	05/22/2024
Total 2876:					131.16		
LIBRARY	2899	QUALITY ONE	17079	JANITORIAL SERVICE	2,088.00	219462	05/22/2024
Total 2899:					2,088.00		
LIBRARY	3432	BLANK PARK ZOO	1147348	ZOO TO YOU PROGRAM	125.00	219442	05/22/2024
Total 3432:					125.00		
1ST CHECKS	3478	JIM ROBBINS PC	053124	LEGAL SERVICES	836.16	219211	05/31/2024
1ST CHECKS			053124	LEGAL SERVICES	69.68	219211	05/31/2024
1ST CHECKS			053124	LEGAL SERVICES	69.68	219211	05/31/2024
1ST CHECKS			053124	LEGAL SERVICES	139.36	219211	05/31/2024
1ST CHECKS			053124	LEGAL SERVICES	4,669.60	219211	05/31/2024
1ST CHECKS			053124	LEGAL SERVICES	696.80	219211	05/31/2024
1ST CHECKS			053124	LEGAL SERVICES	139.36	219211	05/31/2024
1ST CHECKS			053124	LEGAL SERVICES	139.36	219211	05/31/2024
1ST CHECKS			053124	REIMBURSE OFFICE EX	208.00	219211	05/31/2024
Total 3478:					6,968.00		
MANUAL	3506	CDS GLOBAL	050124000	ON-LINE CC PROCESSI	206.41	50124000	05/01/2024
MANUAL			050124000	ON-LINE CC PROCESSI	206.41	50124000	05/01/2024
Total 3506:					412.82		
LIBRARY	3677	MIDWEST INFLATABLES	2024007	INFLATABLES-SUMMER	1,500.00	219460	05/22/2024

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
Total 3677:					1,500.00		
1ST CHECKS	3962	UNITED BANK OF IOWA	053124	PURCHASE CD-POOL FIL	128,000.00	219213	05/31/2024
Total 3962:					128,000.00		
LIBRARY	4014	DAVID SWENSON	052224	BRIDGERTON PROGRAM	75.00	219449	05/22/2024
Total 4014:					75.00		
LIBRARY	4040	BOMGAARS	85663518	DRILL BIT	5.99	219443	05/22/2024
Total 4040:					5.99		
LIBRARY	4073	AMAZON CAPITAL SERVI	11RY-JD37-H	PLA SUPPLIES	87.84	219441	05/22/2024
LIBRARY			17VP-RPT1-	BULB AND BAGS	101.98	219441	05/22/2024
LIBRARY			1DDN-X1PF-	SUNGLASSES FOR SUM	299.40	219441	05/22/2024
LIBRARY			1FWN-DQYH	CD BOOK/ MATERIALS	48.53	219441	05/22/2024
LIBRARY			1G64-6R73-J	DVD CASES, SUPPLIES	31.48	219441	05/22/2024
LIBRARY			1H9Q-XTJ6-	DVD, MATERIALS	7.39	219441	05/22/2024
LIBRARY			1JQG-FXWC	JF BOOKS, MATERIALS	15.98	219441	05/22/2024
LIBRARY			1LJG-FKV4-	ADULT PROGRAM SUPPL	109.57	219441	05/22/2024
LIBRARY			1LNC-1NH9-	JDVD MATERIALS	34.93	219441	05/22/2024
LIBRARY			1LNC-1NH9-	ADULT DVD, MATERIALS	19.96	219441	05/22/2024
LIBRARY			1MQG-TCG1	ADULT CDMUSIC, MATER	41.93	219441	05/22/2024
LIBRARY			1MQG-TCG1	LAMINATING FILM, TAPE,	113.30	219441	05/22/2024
LIBRARY			1N9C-9WL9-	LOWREY PROGRAM SUP	41.58	219441	05/22/2024
LIBRARY			1PMD-9X7P-	ADULT NF, MATERIALS	17.92	219441	05/22/2024
LIBRARY			1PMQ-KDN3	ADULT DVD	75.83	219441	05/22/2024
LIBRARY			1TX4-MRF9-	JF BOOK	5.99	219441	05/22/2024
LIBRARY			1W76-X6Y7-	CREDIT FOR PROJECTO	37.09-	219441	05/22/2024
Total 4073:					1,016.52		
MANUAL	4155	UMB BANK	052324000	BOND FEES	600.00	52324000	05/23/2024
MANUAL			052324000	2021 SEWER REVENUE	710,000.00	52324000	05/23/2024
MANUAL			052324000	2021 SEWER REVENUE I	44,700.00	52324000	05/23/2024
MANUAL			052324000	2015 GO SERIES PRINCI	350,000.00	52324000	05/23/2024
MANUAL			052324000	2015 GO SERIES INTERE	9,765.00	52324000	05/23/2024
MANUAL			052324000	2016 GO SERIES PRINCI	295,000.00	52324000	05/23/2024
MANUAL			052324000	2016 GO SERIES INTERE	21,500.00	52324000	05/23/2024
Total 4155:					1,431,565.00		
LIBRARY	4294	REIMAN GARDENS	04242024	ADVENTURE PASS	300.00	219464	05/22/2024
Total 4294:					300.00		
LIBRARY	4380	DES MOINES CHILDREN'	17361	ADVENTURE PASS	200.00	219450	05/22/2024
Total 4380:					200.00		
MANUAL	4418	NICUSA, INC.	050824000	ACH RETURN-JANESSA	80.00	50824000	05/08/2024
MANUAL			050824001	ACH RETURN-HOLLY LA	40.00	50824001	05/08/2024
MANUAL			051524000	ACH RETURN-HOLLY LA	40.00	51524000	05/15/2024

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
Total 4418:					160.00		
LIBRARY	4427	KNOWBUDDY RESOURC	ARU0361901	JNF BOOKS	227.50	219456	05/22/2024
Total 4427:					227.50		
LIBRARY	4444	CODY J WARRICK	1283	CARPET INSTALL- LIBRA	110.00	219448	05/22/2024
Total 4444:					110.00		
LIBRARY	4449	EAST WEST BOOKS	ARU0366781	JNF BOOKS	303.46	219451	05/22/2024
Total 4449:					303.46		
LIBRARY	4450	ADVANTAGE ARCHIVES L	39883	DIGITAL MATERIALS, MIC	5,678.10	219438	05/22/2024
Total 4450:					5,678.10		
LIBRARY	4501	KIM SMITH	04182024	ADULT PROGRAMS (5)	250.00	219455	05/22/2024
Total 4501:					250.00		
LIBRARY	4566	ACCESS SYSTEMS	36498503	COPIER/MONTHLY PRIN	171.64	219437	05/22/2024
Total 4566:					171.64		
LIBRARY	4678	Swords and Roses LLC	IA00001	SRP SHOW	350.00	219465	05/22/2024
Total 4678:					350.00		
LIBRARY	4679	Intertwined LLC	060124	EDUCATIONAL PRESENT	40.00	219454	05/22/2024
LIBRARY			062224	SHINRIN YOKU WALK	200.00	219454	05/22/2024
Total 4679:					240.00		
LIBRARY	4682	ALLENDAN SEED COMPA	GH5924	36 PLANT PLUGS, LIB GA	278.00	219439	05/22/2024
Total 4682:					278.00		
Grand Totals:					1,608,834.98		

Report Criteria:
 Detail report type printed



Alcohol Inspection Form

City of Boone
923 8th Street
Boone, IA 50036

Type of Request: [X] RENEWAL [] NEW LICENSE [] TRANSFER (date _____)
Bottled Bliss 706 Keeler Boone, Iowa 50036
Company/Applicant Address City, State Zip

Kelli Casper 515-212-0537 bottledblissboone@gmail.com
Primary Contact Name Phone e-mail
BWOOD9758D May 22, 2023
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.

Kelli Casper May 29, 2024
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

[Signature]
Initials Date 5-29-24

Notes or comments:

Boone Fire Department
(515) 432-3446

[X] no objection
[] object

[Signature]
Initials Date 5-29-24

Notes or comments:

Boone Building Official
(515) 433-0633

[X] no objection
[] object

[Signature]
Initials Date 5-29-24

Notes or comments:

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

CIGARETTE PERMITS

FISCAL YEAR 2025

1. CASEY'S-North #24 1127 STORY ST. 2025-001 432-9883
1 SE Convenience Blvd., Ankeny, IA 50021-8045 (1-515-965-6572)
2. CASEY'S-West #2 114 MAMIE 2025-002 432-9706
1 SE Convenience Blvd., Ankeny, IA 50021-8045 (1-515-965-6572)
3. FAREWAY 1711 HAWKEYE DR. 2025-003 432-2623
Attn: Tracey 2300 E. 8th St. PO Box 70 Boone, IA 50036-0070
4. HY VEE 1111 8TH ST. 2025-004 432-6065
Attn: Jenny 5820 Westown Parkway W. Des Moines, IA 50266 (1-515-267-2874)
5. L & M 320 W. MAMIE 2025-005 433-7888
6. SHORTSTOP 1735 MAMIE 2025-006 432-9615
7. WALGREENS 310 STORY ST. 2025-007 432-4093
Attn: Sandra PO Box 901 Deerfield, IL 60015
8. DOLLAR GENERAL 933 8TH ST. 2025-008 (1-615-855-4981)
Attn: Licensing Dept. 100 Mission Ridge Goodlettsville, TN 37072 (1-877-364-4130)
9. CASEY'S-South #3251 1303 SE MARSHALL 2025-009 432-1557
1 SE Convenience Blvd Ankeny, IA 50021-8045 (1-515-965-6572)
10. WORLD LIQUOR/TOBACCO 1030 8th ST. 2025-010 432-2354
11. WAL-MART 1515 SE MARSHALL 2025-011 432-2416
Attn: Lilian Calderon 702 SW 8th Street MS # 0500 Bentonville, AR 72716-0500
Email **COPY of permit to corporate office each year. (1-479-258-2243)
Lilian.Calderon@walmart.com
12. WILSON'S TAP 1008 STORY ST. 2025-012 432-4206
13. CIRCLE K STORE #22654122 1704 S. STORY ST 2025-013 432-5000
14. CIRCLE K STORE #22654123 315 STORY ST 2025-014 432-3790
15. GREENLEAF TOBACCO 528 STORY ST 2025-015 515-212-8222
16. TOBBACO &VAPE STORE 1504 S. STORY ST 2025-016 651-500-7897

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3217

APPROVING FISCAL YEAR 2025 ADJUSTMENTS FOR SALARY AND HEALTH SAVINGS ACCOUNT CONTRIBUTIONS FOR FULL-TIME NON-UNION, DEPARTMENT HEADS, AND PART-TIME EMPLOYEES OF THE CITY OF BOONE.

WHEREAS, it is the responsibility of the City Council to set wages and benefits for all City Employees; and

WHEREAS, all Union raises and benefits were negotiated within their Union Contracts; and

WHEREAS, all non-union raises and benefits shall be set by resolution; and

WHEREAS, the deductible for Family Health Savings Account plan will increase from \$2,500.00 to \$3,200.00 as of July 1, 2024; and

WHEREAS, Chief Wiebold is requesting that part-time officers' wages be increased to \$38.00 per hour to stay competitive, and funding is available in the Fiscal Year 2025 budget; and

WHEREAS, a 4% increase for non-union full-time employees, department heads, and part-time employees was included in the Fiscal Year 2025 Budget.

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

Section 1: That all full-time non-union, department heads, and part-time employees (except part-time officers) shall receive a 4% increase effective July 1, 2024.

Section 2: That part-time officer's hourly wage be set at \$38.00 per hour.

Section 3: That City contributions for non-union and CEBO employees on the family Health Savings Account plan shall increase from \$900.00 to \$1,600.00 per year to cover the increase in the deductible. Single plan contributions will remain at \$450.00 per year.

Section 4: The Mayor is hereby authorized to execute the same on behalf of the City, and the City Clerk is hereby authorized to attest.

PASSED THIS 3rd day of June, 2024.

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

Cory Henson
Kyle Angstrom
Terry Moorman

David Byrd
Linda Williamson

Lisa Kahookele
Kole Hilsabeck

Mayor
City of Boone

Clerk
City of Boone

Veto _____ Date: _____
Mayor - City of Boone

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3218

**RESOLUTION AUTHORIZING EXECUTION OF A SERVICES AGREEMENT
FOR ANIMAL CONTROL SERVICES WITH THE BOONE AREA HUMANE
SOCIETY**

WHEREAS, the City of Boone has a legal obligation to capture, hold and humanely treat animals as defined by the Boone City Code and the Code of Iowa, and to uphold City, County, and State ordinances and laws; and

WHEREAS, the Boone Area Humane Society (BAHS) proposes 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 eight hours a day, 9:00 a.m. to 5:00 p.m., six days a week, Monday through Saturday, 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 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.

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

Section 1: That said agreement shall be in effect from July 1, 2024 through June 30, 2025 and may be modified in writing if signed by both parties. This Agreement may be cancelled by either party upon 30 days written notice.

Section 2: That the City Administrator is hereby authorized to sign said agreement with BAHS for services.

Section 3: That the City of Boone agrees to pay the BAHS \$90,091.00 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.

Section 4: That the executed agreement will be placed on file in the City Clerk's Office.

PASSED THIS 3rd day of June 2024.

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

Cory Henson
Kyle Angstrom
Terry Moorman

David Byrd
Linda Williamson

Lisa Kahookele
Kole Hilsabeck

Mayor
City of Boone

Clerk
City of Boone

Veto _____
Mayor - City of Boone

Date: _____

AGREEMENT FOR SERVICES

This AGREEMENT FOR SERVICES is made this 29th day of May, 2024, between the City of Boone, Iowa, (CITY) and the Boone Area Humane Society (SOCIETY) as follows:

I. RECITALS:

The CITY has a legal obligation to capture, hold, and humanely treat animals as defined by the Boone City Code and the Code of Iowa, and to uphold CITY, County, and State ordinances and laws.

The SOCIETY has facilities and personnel to provide the CITY the services of capturing and transporting such animals to the SOCIETY'S animal shelter in a humane fashion and to assist the CITY in the enforcement of applicable CITY ordinances and state laws.

Therefore, the CITY and the SOCIETY agree:

II. SOCIETY DUTIES:

a. Animal Control:

The SOCIETY shall dispatch vehicle and SOCIETY personnel in a timely fashion to:

- i. Take possession of stray animals and transport the same to the SOCIETY'S animal shelter for impoundment;
- ii. Respond to abuse/neglect calls;
- iii. Respond to violations of City, County and State Codes regarding animals occurring inside the CITY limits;
- iv. Assist the CITY with a situation that involves animals;
- v. Pick up and disposal of DOA;s. The City will be responsible for picking up deceased deer inside the City limits.

These services will be provided eight hours a day, 9:00 a.m. to 5:00 p.m., six days per week, Monday through Saturday, 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 as determined by the SOCIETY.

b. Impoundment of Strays:

The SOCIETY shall:

- i. Hold dogs for seven (7) days;
- ii. Restore stray dogs to owners if claimed during the 7 day hold period.
- iii. Collect established fees from owners of stray animals before turning over said animal;
- iv. Keep appropriate records for animals impounded.

- v. Take possession of stray dogs at the end of their 7 day hold period at which time the animal becomes the responsibility of the SOCIETY subject to the provisions set forth in Boone Code Sections 55.05 to 55.07 which includes:
 1. Immediately send written notice to the animal's owner, for animals having traceable ID, that the animal may be redeemed by a payment of the appropriate service fee, as established by the SOCIETY.
 2. If the animal is not claimed within seven (7) days after notice the animal shall be disposed of in a manner determined by the animal control officer.
 3. If the animal is not reclaimed or for other reasons the SOCIETY determines that the animal should be euthanized, then the SOCIETY shall give the owner the required five (5) day notice set forth in Boone Code Section 55.06.
 4. In cases where the owner cannot be located then after seven (7) days the animal may be destroyed or otherwise disposed of.

c. Quarantine Impoundment:

In bite cases, unless at the sole discretion of the SOCIETY it is necessary to immediately euthanize the animal, the SOCIETY shall quarantine stray animals for ten (10) days as required in *351.39, Code of Iowa.

d. Impoundment, Other:

In law enforcement situations, the SOCIETY, at the request of the CITY, shall hold animals other than strays, for a maximum of seven (7) days, unless a longer period is specifically requested by the CITY. This includes, but is not limited to, the holding of animals prior to a disposition hearing under Chapter 717B, Code of Iowa.

e. Daily Log:

A general duty log shall be maintained at all times by all SOCIETY employees. Said log shall contain a record of all SOCIETY employees' animal control activities, both during normal working hours and at times other than normal working hours. This log shall be made available to CITY law enforcement personnel and the CITY attorney upon request.

III. CITY'S DUTIES:

a. Animal Control:

- i. The CITY will pay the SOCIETY \$90,091.00 for the animal control and impoundment services provided by the SOCIETY on a yearly basis, prorated monthly for animal control during days and times included in the section on animal control under Section II (SOCIETY duties).
- ii. CITY personnel will assist SOCIETY personnel in such times where back-up is necessary for the safety of SOCIETY personnel or CITY residents if requested by SOCIETY personnel.

- iii. Calls will not be responded to outside the hours specified in Section II, A, (SOCIETY DUTIES) unless it is an emergency situation.
- iv. In situations where the CITY requests the SOCIETY to go outside of CITY limits, the CITY shall pay trip fees.
- v. If the CITY requests the SOCIETY to have specific tests/procedures done in the investigation of a case against animals, those fees will be at the CITY'S expense.
- vi. In 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.

b. Impoundment, Other:

In law enforcement situations, the SOCIETY, at the request of the CITY, shall hold animals, other than strays, for a maximum of seven (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 pursuant to *55.05-.06, Boone Municipal Code.

In cases where the SOCIETY is required to hold an animal past the seven (7) day hold period, the CITY will be charged the following fees:

- 1. Daily board (after the initial 7 days).
 - a. \$10.50 per day per dog or puppy.
 - b. \$10.50 per day per cat or kitten or another smaller pet that is not a dog.
- 2. Disposal fee of \$40.00 per carcass.
- 3. Euthanasia fee of \$50.00.
- 4. Trip fee outside the CITY limits of \$42.00 (out of CITY limits).
- 5. After-hours trip fee of \$70.00 (out of CITY limits)
- 6. \$75 charge for rabies diagnostic if needed.

IV. ACCOUNTING TO THE CITY:

The SOCIETY will render to the CITY, a monthly accounting of calls responded to (including violators' 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 fees in a timely manner.

V. DEFINITIONS:

Animal: In this agreement, the term "animal" refers to non-human vertebrates.

Emergency: As used in this agreement, the term “emergency” refers to animals running at large, injured animals, bite cases, and similar situations. This does not include barking dogs, 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 by the executed in duplicate for the convenience of the parties and each executed copy is considered original.

VIII. TERMS:

This agreement is in effect July 1, 2024, to June 30, 2025.

IX. AUTOMATIC RENEWAL AND CANCELLATION PROVISION:

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

X. INDEMNITY:

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

BOONE AREA HUMANE SOCIETY



Signature of Authorized Representative of
BOONE AREA HUMANE SOCIETY

Kim Adams
President, Board of Directors

DATE: 5/29/24

CITY OF BOONE

Signature of Authorized Representative of
the CITY OF BOONE

William Skare
City Administrator

DATE: _____

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3219

RESOLUTION AUTHORIZING THE CITY CLERK/FINANCE OFFICER TO MAKE THE APPROPRIATE INTERFUND TRANSFERS OF SUMS AND RECORD THE SAME IN THE APPROPRIATE MANNER FOR FISCAL YEAR 2024

WHEREAS, the following interfund transfers of sums have been included in the Fiscal Year 2024 Budget; and

WHEREAS, the City Clerk/Finance Officer has reviewed the following interfund transfers of sums and recommends approval to record the same in the appropriate manner;

- 1) Transfer \$40,000.00 from General Fund to Demolitions (307) to fund the demolition program.
- 2) Transfer \$53,489.20 from American Rescue Plan Fund (391) to Community Center (389) to cover cost of ISG FY2024 Expenses.
- 3) Transfer \$25,000.00 from Local Option Sales Tax to Demolitions (307) to fund the demolition program.
- 4) Transfer \$50,000.00 from General Fund to Boone Downtown Incentive Fund (374) to fund the BDIF Program.
- 5) Transfer \$3,380.00 from Storm Water to Debt Service (200) to cover Storm Water bond payments.
- 6) Transfer \$23,600.00 from Sewer to Debt Service (200) to cover Sewer bond payments.
- 7) Transfer \$226,460 from Water to Debt Service (200) to cover Water bond payments.
- 8) Transfer \$175,000.00 from Water to Lime Removal Account (370) to cover cost of Lime Disposal projects.
- 9) Transfer \$173,679.10 from LOST to Debt Service to cover bond payments.
- 10) Transfer \$271,600.00 from LOST to Benefits (113) for property tax relief.
- 11) Transfer \$84,500.00 from TIF to Debt Service (200) for bond payments.
- 12) Transfer \$25,867.10 from RUT (110) to Debt Service (200) for bond payments.
- 13) Transfer \$560,000.00 from TIF to Sewer to cover bond payments.
- 14) Transfer \$238,884.05 from Sewer to General Fund to offset the cost of TIF projects.
- 15) Transfer \$12,000.00 from Family Resource Center to General fund to cover a portion of the Maintenance Technician's wages.
- 16) Transfer \$86,333.00 from LOST to Fuel Farm Improvements for Grant match (365).
- 17) Transfer \$120,000.00 from LOST to the Street Maintenance Fund (331).
- 18) Transfer \$176,000.00 from Road Use Tax (.10) to the Street Maintenance Fund (331).
- 19) Transfer \$49,000.00 from Road Use Tax (.10) to the Overpass Project Fund (321).
- 20) Transfer \$55,000.00 from Hotel/Motel Fund to the General Fund to cover a portion of the Ames Economic Development Commission Contract.
- 21) Transfer \$20,833.00 from TIF (125) to TIF LMI (126) for the repayment of the ALICE Place cash incentive.
- 22) Transfer \$20,000.00 from Hotel Motel to General fund for Payment 1 of Boulders Inn Incentive Repayment.

- 23) Transfer \$1,800.00 from the General Fund to the Greenspace Fund (008) to cover maintenance expenses.
- 24) Transfer \$5,000.00 from General Fund to the Arts Fund (009) to for Arts Grants.
- 25) Transfer \$4,930.00 from Road Use Tax to the Elementary School Road Project Fund (335) to close out the project.
- 26) Transfer \$9,938.00 from TIF LMI Fund (126) to Central Iowa Housing Grant Fund (316) for City’s matching funds for 2023 Owner Occupied Housing Grants.
- 27) Transfer \$63,000 each from Road Use Tax and Water Funds to Road Use Tax Equipment Fund (362) for purchase of Jet Truck.
- 28) Transfer \$126,000 from Sanitary Sewer fund to Road Use Tax Equipment Fund (362) for the purchase of Jet Truck.
- 29) Transfer \$50,000 from Sanitary Sewer fund to Drainage District 137 (395) for repairs.
- 30) Transfer \$50,000 from General Fund to Special Assessment Fund (201) to reduce debt.
- 31) Transfer \$85,500 from General fund to Recreation Fund (002).
- 32) Transfer \$285,000 from Local Option Sales Tax to American Rescue Plan (391) for the Fire Station Bay Expansion Project.
- 33) Transfer \$2,108.40 from Emergency Fund (119) to General Fund to close out the Emergency Fund.
- 34) Transfer \$181.56 from Local Option Sales Tax Fund to Fire Truck Fund (309) to close out project Fund.
- 35) Transfer \$100,000.00 from Benefits (113) to Unfunded Liability (114) to cover unanticipated employee resignations buyouts.
- 36) Transfer \$2,141.02 from Airport Taxilane Project Account (385) to Airport Apron/Hangar Fund (382) to close out Project Fund.

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

Section 1: That the City Clerk/Finance Officer is hereby authorized to make the appropriate interfund transfers of sums and record the same in the appropriate manner for Fiscal Year 2024.

PASSED THIS 3rd day of June 2024.

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

Cory Henson
Kyle Angstrom
Terry Moorman

David Byrd
Linda Williamson

Lisa Kahookele
Kole Hilsabeck

Mayor
City of Boone

Clerk
City of Boone

Veto

Mayor - City of Boone

Date:

Jim P. Robbins AT0006583

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

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

ORDINANCE NO. 2306

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

Section 1. Purpose: To allow the City of Boone, Iowa to change the Finance Officer language in the Code of Ordinances.

Section 2. Chapters 18, 19, 5, and 17 are amended by changing the following:

1. Change Title of Chapter 18 to Finance Officer and delete "City Treasurer/".
2. Delete Section 18.01 and replace with: "The Finance Officer is the treasurer and performs all functions required of the position of Finance Officer."
3. Delete Section 18.02 and replace with: "The Finance Officer receives compensation for performing the duties of the Finance Officer as determined by the Boone City Council."
4. Delete "Treasurer/" from title of Section 18.03.
5. Delete "Treasurer/" from 1st sentence of Section 18.04.
6. Delete Section 19.17.
7. Delete Section 5.07(3) and replace with: "3. Finance Officer. An employee of a bank or trust company, who serves as Finance Officer."
8. Delete Section 17.05(2) and replace with: "City Clerk and Finance Officer."

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

They are: None

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

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

Passed and adopted by the City Council of the City of Boone, Iowa, this 3rd day of June, 2024.

Elijah Stines - Mayor

Attest:

I, William J. Skare, 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.

William J. Skare – City Administrator

Jim P. Robbins AT0006583

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

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

ORDINANCE NO. 2307

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

Section 1. Purpose: To allow the City of Boone, Iowa to change the Parking Regulations in the Code of Ordinances.

Section 2. Chapter 69 is amended by adding the following:

Section 69.08 (116): "On the West and South Side of South Jackson Street from Southeast Linn Street to Hancock Drive."

Section 69.08 (117): "On the South of Southeast Linn from South Cedar Street to South Jackson Street."

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

They are: None

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

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

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2024.

Elijah Stines - Mayor

Attest:

I, William J. Skare, 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.

William J. Skare – City Administrator

Jim P. Robbins AT0006583

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

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

Address Tax Statement: City of Boone, 923 8th St. Boone, IA 50036

ORDINANCE NO. 2308

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

Section 1. Purpose: To rezone the legally described property listed below.

Section 2. Pursuant to Section 165.31 of the Boone City Code a Public Hearing was held on **May 20, 2024**, before the Boone Planning and Zoning Commission and said Commission approved the following changes:

For the property on South Marshall Street, change the Zoning from C-1 (Special Commercial District) to C-3 (Limited Commercial District), legally described as shown on the "Zoning Map of Adjustment" and below.

Section 3. The Boone City Council hereby approves the above designated changes and approves amending the official zoning map of the City of Boone, Iowa as follows:

The property located on South Marshall Street, Boone, IA, shall be changed from C-1 (Special Commercial District) to C-3 (Limited Commercial District), and is legally described as:

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 84 NORTH, RANGE 26 WEST OF THE 5TH P.M., CITY OF BOONE, BOONE COUNTY, IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SOUTH MARSHALL STREET AND THE SOUTH LINE OF PARCEL 'A' OF SOUTHEAST QUARTER (1/4) OF NORTHEAST QUARTER I7/41 OF SAID SECTION THIRTY-THREE (33), AS SHOWN ON PLAT OF SURVEY RECORDED IN PLAT BOOK 17, PAGE 302, IN THE OFFICE OF THE RECORDER OF BOONE COUNTY, IOWA; THENCE N89°50'46"E, 639.55 FEET ALONG THE SOUTH LINE OF SAID PARCEL 'A'; THENCE S00°09'37"W, 276.49 FEET ALONG THE WEST LINE OF HERRALD'S FIRST ADDITION TO THE CITY OF BOONE; THENCE S00°03'57"W, 379.95 FEET ALONG THE WEST LINE OF SAID HERRALD'S FIRST ADDITION; THENCE S89°42'47"W, 580.28 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 33 TO THE CENTERLINE OF SOUTH MARSHALL STREET; THENCE N00°03'26"W, 59.86 FEET TO THE BEGINNING OF A 300.04 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE 102.34 FEET ALONG SAID CURVE ALONG THE CENTERLINE OF SOUTH MARSHALL STREET, LONG CHORD BEARS N09°59'12"W, 101.84 FEET; THENCE N19°45'33"W, 67.37 FEET TO THE BEGINNING OF A 300.10 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE 102.40 FEET ALONG SAID CURVE ALONG THE CENTERLINE OF SOUTH MARSHALL STREET, LONG CHORD BEARS N09°37'49"W, 101.91 FEET; THENCE N00°05'26"W, 333.60 FEET ALONG THE CENTERLINE TO THE POINT OF BEGINNING.

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 _____, 2024.

Elijah Stines – Mayor

Attest:

I, William Skare, 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.

William Skare –City Administrator

Jim P. Robbins AT0006583

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

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

Bill: City of Boone, Iowa, 923 8th Street, Boone, IA 50036

ORDINANCE NO. 2304

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 add language for urban chickens in the Code of Ordinances.

Section 2. Chapter 55 is amended as follows:

A. Add Section 55.02 (6) as follows: “Chicken” shall mean a member of the subspecies Gallus gallus domesticus, a domesticated fowl.

B. Add the following to Section 55.03- “No dog or cat or other domesticated animal which kills a chicken at large will, for that reason alone, not be considered a dangerous or aggressive animal or the City’s responsibility to enforce its animal control provisions.”

C. Add Section 55.13 to state:

55.13 CHICKENS.

1. It shall be unlawful for any person to keep or raise more than a total of six (6) female chickens. Roosters are not allowed.
2. Chickens shall be kept within enclosures set back at least ten feet (10') from any lot line and at least thirty five feet (35') from any residence on adjoining property or City right-of-way. Chickens and their enclosures shall only be located in the rear yard.
3. Enclosures.
 - a. Chickens must be kept in an enclosure or fenced area at all times. Chickens shall be secured within a henhouse or chicken tractor during non-daylight hours.
 - b. Enclosures must be kept in a clean dry, odor-free, neat and sanitary condition at all times.
 - c. Henhouses, chicken tractors and chicken pens must provide adequate ventilation and adequate sun and shade and must be impermeable to rodents, wild birds and predators, including dogs and cats.
 - d. Henhouses and chicken tractors.
 - i. Henhouses and chicken tractors shall be designed to provide safe and healthy living conditions for the chickens with a minimum of four (4) square feet per bird while minimizing adverse impacts to other residents in the neighborhood.
 1. A henhouse or chicken tractor shall be enclosed on all sides and shall have a roof and doors. Access doors must be able to be shut and locked at night. Opening windows and vents must be covered with predator and bird proof wire of less than one (1) inch openings.

2. The materials used in making a henhouse or chicken tractor shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal, or similar materials is prohibited. Henhouse and chicken tractors shall be well maintained.
4. In Section 55.18(5) delete “ducks or other fowl” and ‘quack”.
5. Add to Section 55.22 the following: “All yards shall be kept clean of animal waste. Odor from animal waste or chicken manure shall not be perceptible beyond the boundaries of the property.”

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

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

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

Passed and adopted by the City Council of the City of Boone, Iowa, this ____ day of _____, 2024.

Elijah Stines - Mayor

Attest:

I, William J. Skare, 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.

William J. Skare – City Administrator