

City Council Meeting Notice

Governing Body: City Council of Boone, Iowa

Date of Meeting: April 4, 2022

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.

Website: <https://us02web.zoom.us/j/87129690531?pwd=bi9xdzJVRktNRytVaTZCZEJsV2lBdz09>

Meeting ID: 871 2969 0531

Passcode: 755079

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. Set a Public Hearing for April 18, 2022 at 6:00 P.M. to Consider the Granting of an Easement to Interstate Power and Light Company.
 - B. Set a Public Hearing for April 18, 2022 at 6:00 P.M. on the Proposed Plans, Specifications, Form of Contract, and Estimate of Cost for the Fire Department's Building Expansion Project.
4. REPORTS OF STANDING COMMITTEES
 - A. POLICY, ADMINISTRATION & EMPLOYEE RELATIONS COMMITTEE – McGinn, Chm.
 - B. PUBLIC SAFETY AND TRANSPORTATION COMMITTEE – Ray, Chm.
 1. 2016 – Resolution Setting Reimbursement Amount for Mailbox Damage Claims.
 - C. UTILITY COMMITTEE – Ray, Chm.
 - D. ECONOMIC DEVELOPMENT COMMITTEE – Moorman, Chm.
 1. 2012 – Resolution in Support of the Proposed Terms to be Included in an Agreement for Private Development by and Between the City of Boone and BJB Boone Senior, LP (Elderly Housing Project)
 2. De-annexation Request from Michael and Brenda Flugstad
5. DEPARTMENT REPORTS
 - A. BUILDING OFFICIAL – Ed Higgins

B. CLERK/FINANCE OFFICER – Ondrea Elmquist

C. CITY ATTORNEY – Jim Robbins

D. DIRECTOR OF PUBLIC WORKS – John Rouse

1. 2997 – Resolution Awarding and Authorizing the Execution of an Agreement for the Intersection of South Linn and Union Street PCC Patching Project.

E. ENGINEER –

1. 2995 – Resolution Approving the Execution of a Professional Services Agreement for the South Marion Street and West Park Avenue Paving Project Between the City of Boone and Short Elliott Hendrickson, Inc. (SEH).

F. PUBLIC SAFETY

1. Chief Adams
2. Chief Wiebold

G. CITY ADMINISTRATOR –WM Skare

1. 2993 – Resolution Approving Wage Adjustments for Ed Higgins.

6. CONSENT AGENDA – All items listed under the Consent Agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

A. MINUTES of previous meeting(s)

B. BILLS PAYABLE

C. PERMITS

1. Alcohol Licenses
 - a. New License – Boone County Convention and Visitors Bureau
 - b. New License – Cobblestone Inn & Suites
 - c. New 5-Day License – Thirsty Pig, LLC
 - d. Renewal –
 - e. Renewal
 - f. Transfer – none
2. Cigarette/Tobacco Permit – none

D. RESOLUTIONS

1. 2990 – Resolution Authorizing the Execution of a Service Agreement and Payment for Liability, Worker’s Compensation, and Cyber Insurance.
2. 2991 – Resolution Approving the Salary, Benefits, and Employment Agreement for the City Maintenance Technician.

3. 2994 – Resolution Authorizing the Execution of a Contract Between the City of Boone and Story Construction Co. for the Water Treatment Plant Backwash Blower Replacement Project.

E. BOARD AND COMMISSION APPOINTMENTS

F. OTHER

7. ORDINANCES

8. MAYOR’S COMMENTS

- A. Discuss 628 Story Street**

9. COUNCIL MEMBER’S COMMENTS

10. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

11. MOTION TO ADJOURN

ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Boone** (“Grantor(s)”), ADDRESS: **Boone, Iowa** do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, (“Grantee”) a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the “*Line*” or “*Lines*”) for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of **Boone**, and the State of Iowa:

See Attached Exhibit A, page 3

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Signed this _____ day of _____, 20__.

GRANTOR(S):
City of Boone

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

EXHIBIT 'A'

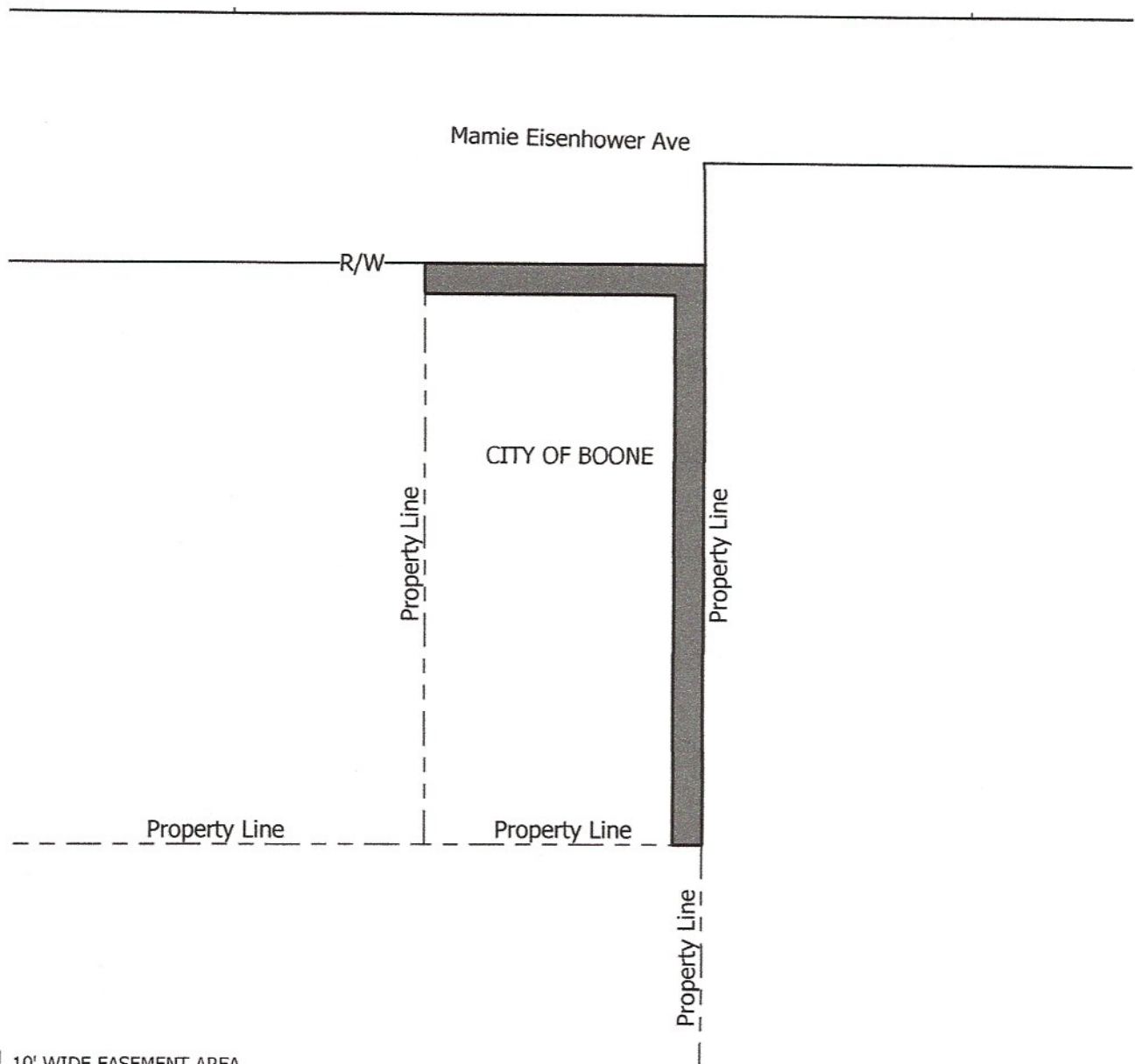
Easement area being a strip of land 10 feet in width, being 5 feet each side of the centerline of facilities, or extensions thereof, along the North line and the East line of Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property.

Grantor's Parcel:

Commencing at a point described as North East corner of North West 1/4 of South West 1/4 of Section 26, Township 84 North, Range 26 West of the 5th P.M., thence South 14 rods along the East line of said North West 1/4 of South West 1/4 to a point, thence East 5 5/7 Rods, thence North 14 rods, thence West 5 5/7 rods to point of beginning, except Highway.

SUBJECT TO EASEMENTS, RESTRICTIONS, COVENANTS, ORDINANCES AND LIMITED ACCESS PROVISIONS OF RECORD.

ALL IN PARCEL 088426263182007 DESCRIBED BELOW



10' WIDE EASEMENT AREA

DRAFTED BY: MI-TECH SERVICES, INC
ASG

N
NOT TO SCALE
ALLIANT #4240539

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2996

RESOLUTION SETTING REIMBURSEMENT AMOUNT FOR MAILBOX DAMAGE CLAIMS.

WHEREAS, City employees are diligent in efficiently maintaining and clearing City streets during snow events, however, the weight and force of the snow when being plowed can be too much for a mailbox to bear; and

WHEREAS, mailboxes should be installed so that the front of the mailbox is even with the back of the curb and in areas that have no curb, the face of the mailbox should be set back six inches from the edge of the blacktopped roadway; and

WHEREAS, the current reimbursement rate for damaged mailboxes was set in 2010 at \$25.00; and

WHEREAS, it is staff's recommendation to increase the reimbursement for a properly installed and maintained mailbox to \$100.00, for those mailboxes that are damaged by City Equipment and a Liability Claim is filed.

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

Section 1: That property owners with a properly installed and maintained mailbox shall be reimbursed \$100.00 for damages done by City Equipment.

PASSED THIS 4th day of April, 2022.

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

BJ McGinn

Steven Ray

Terry Moorman

David Byrd

Linda Williamson

Elijah Stines

Cole Hilpipre

Mayor
City of Boone

Clerk
City of Boone

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2992

A RESOLUTION IN SUPPORT OF THE PROPOSED TERMS TO BE INCLUDED IN AN AGREEMENT FOR PRIVATE DEVELOPMENT BY AND BETWEEN THE CITY OF BOONE AND BJF BOONE SENIOR, LP (ELDERLY HOUSING PROJECT)

WHEREAS, BJF Boone Senior, LP (“Owner”) has requested that the City of Boone (the “City”) support an affordable housing development on certain real property (“Development Property”) to be located in the City’s proposed North Boone Housing Urban Renewal Area and legally described as follows:

A PART OF TRACT ‘A’ AS SHOWN ON THE BOONE COUNTY DOCUMENT RECORDED IN BOOK 1997, PAGE 3893, BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 84 NORTH, RANGE 26 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF BOONE, BOONE COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE NORTH 89°32’34” WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, 260.33 FEET; THENCE NORTH 0°27’26” EAST, 40.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 22ND STREET AND THE POINT OF BEGINNING; THENCE NORTH 89°32’34” WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 605.32 FEET TO THE SOUTHWEST CORNER OF SAID TRACT A; THENCE NORTH 00°03’52” EAST ALONG THE WEST LINE OF SAID TRACT A, 32.37 FEET; THENCE NORTH 45°37’34” EAST, 822.09 FEET; THENCE SOUTH 89°32’36” EAST, 217.65 FEET TO THE WESTERLY RIGHT OF WAY LINE OF P AVENUE; THENCE SOUTH 00°00’00” WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 411.97 FEET; THENCE SOUTH 45°13’43” WEST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, 281.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.94 ACRES (302,510 SQUARE FEET).

WHEREAS, the City has an interest in providing affordable housing units for its residents and for the workforce of its businesses and industries; and

WHEREAS, the Owners expect to invest approximately \$7,000,000 for the acquisition of the Development Property and construction of approximately 30 Housing Units thereon, which would be subject to certain construction and design standards set by the City (the “Project”); and

WHEREAS, the City intends to utilize its powers under the urban renewal law and pursuant to its tax increment finance program to provide incremental tax rebates to the Owner in support of the Project, subject to certain conditions to be set forth in a detailed “Development Agreement.”

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

Section 1: That the following are the proposed terms of the City’s support of the Project, contingent on satisfaction of the conditions precedent in Section 2:

1. The payment of up to ten (10) annual grants to Owner, in the amount of 90% of the tax increment produced by the Project and received by the City under Iowa Code Section 403.19. The percentage of tax increment to be rebated is equivalent to the percentage of Housing Units that will be Low and Moderate Income (“LMI”) units to the total number of units in the Project; if the percentage of LMI units decreases, the percentage of tax increment rebated shall reduce proportionately.
2. The aggregate amount of grant payments to Owner shall not exceed the lesser of \$315,070 or the amount of tax increment calculated under the formula set forth above. (Note that the grants shall be made solely from the incremental property tax revenue produced by the Project, and that the actual amount of incremental taxes granted to Owner as rebates is dependent on the assessed value of the completed Project, tax rates, tax laws, tax payments, and other factors; depending on these variables, the aggregate grants to the Owner may not reach the stated maximum.)
3. Preconditions to the payment of any grants under the terms of the Development Agreement will include, but will not be limited to:
 - a. Annual appropriation of each grant by the City Council;
 - b. Owner’s acquisition of the Development Property and investment in the Project of approximately \$7,000,000;
 - c. Timely completion of the Project’s construction consistent with the terms and conditions of the Development Agreement and depicted in Exhibit A attached hereto;
 - d. At least 27 of the Housing Units shall qualify as housing for Low and Moderate Income Families as defined in Iowa Code Section 403.17(14) throughout the term of the Agreement; and
 - e. Compliance with the other terms of the Development Agreement at the time of payment of each grant, including payment of up to \$5,000 of the City’s attorney fees and administrative costs in establishing the Urban Renewal Area and drafting and authorizing the Development Agreement.

Section 2: That the terms listed in Section 1 shall be subject to and conditioned on all of the following:

1. Completion of all legislative processes of the City (including but not limited to public hearings and public notice, and other requirements) to adopt the North Boone Housing Urban Renewal Plan authorizing the Project as an urban renewal project in said Plan, all pursuant to Iowa’s urban renewal law then in effect.
2. Approval by the Iowa Finance Authority of Owner’s application to receive Low-Income Housing Tax Credits for the Project.
3. The inclusion of the terms listed in Section 1 into a Development Agreement to be drafted by the City’s counsel, including but not limited to, the above terms and other terms recommended by counsel; and the approval of the Development Agreement by the City Council in its final form following all required legislative processes including a public hearing.

Section 3: The City hereby supports Owner’s application for HOME funds from the Iowa Finance Authority in connection with the development of the Project; provided, however, that the City’s local match in support of such an award under the HOME program is limited to the incentives described in Section 1, the provision of which are subject to the terms and conditions set forth in this Resolution.

Section 4: That, upon notification from Owner of the approval of its application for Tax Credits for the Project, the City Administrator is hereby authorized and directed to proceed with the preparation of the necessary documents for the Urban Renewal Plan and the Development Agreement.

Section 5: That this resolution supersedes and replaces in its entity that certain Resolution No. 2862 adopted by this Council on April 19, 2021.

PASSED THIS 4th day of April 2022.

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

BJ McGinn
Steven Ray
Terry Moorman

David Byrd
Linda Williamson

Elijah Stines
Cole Hilpipre

Mayor
City of Boone

Clerk
City of Boone

03/14/22

Boone City Council
923 8th St.
Boone, Iowa 50036

Re: De Annexation Request of Parcel B of Lot 2 of Lot 1 in NE $\frac{1}{4}$ or SW $\frac{1}{2}$ of Sec. 20, Township 84 N
Range 26, West of the 5th PM, Boone, Boone County, Iowa.

To Whom it May Concern:

As the owners of the above referenced property, we would like the Boone City Council to consider our request for de annexation. The property in question is located at 971 W. 15th St. It is undeveloped and zoned residential. The size of the tract is 1.48 acres. The taxable value is \$8,809, and property taxes are \$364 per year.

Due to the location of the property, it does not have access to city utilities (i.e. water or sewer), and Xenia Rural Water is installed. We also are unable to connect to gas provided by Alliant Energy and would require a LP tank for gas service. The gravel road leading to this property is maintained by Boone County and postal services are provided by rural carriers.

The properties to the West, North, and South across the Boone and Scenic Valley Railroad are not within the city limits.

We are requesting the de annexation so we can raise livestock and poultry on this property.

I have included a map of the property for your review.

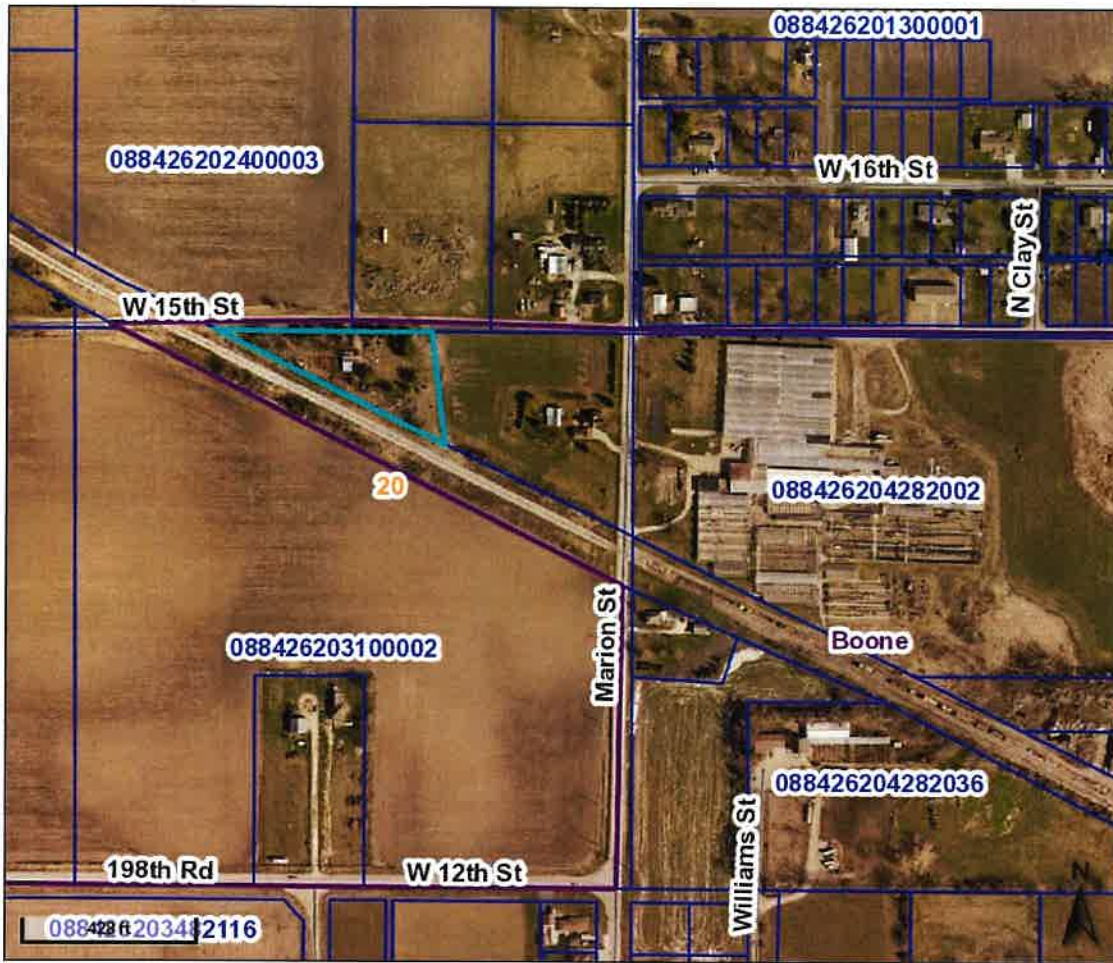
Thank you for your consideration.



Michael J. Flugstad



Brenda L. Flugstad



Overview



Legend

-  Parcels
-  Corporate Limits
-  Political Township
-  Sections
-  Roads

Parcel ID	088426203182005	Alternate ID	n/a	Owner Address	Flugstad, Mike J
Sec/Twp/Rng	20-84-26	Class	R		Flugstad, Brenda L
Property Address		Acreeage	1.48		1315 Carroll St
					Boone, IA 50036

District BOONE INC BOONE COMM
Brief Tax Description NESW: PARCEL B OF LOT 2 OF LOT 1

(Note: Not to be used on legal documents)

DISCLAIMER - This data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden or determining accuracy for the appropriateness for use rests solely on the requester. The County makes no warranties, express or implied, as to the use of the data. The requester acknowledges and accepts the limitations of the data, including the fact that the data is dynamic and is in a constant state of maintenance and update.

Date created: 3/16/2022
 Last Data Uploaded: 3/15/2022 10:32:41 PM

Developed by  **Schneider**
 GEOSPATIAL

Parcel #08426203182005
City Zoning
R-2, One and Two Family Residential

02040 80
Feet



**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2997

RESOLUTION AWARDED AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE INTERSECTION OF SOUTH LINN AND UNION STREET PCC PATCHING PROJECT.

WHEREAS, proposals were accepted on March 31, 2022 at the City of Boone, for the Intersection of South Linn and Union Street PCC Patching Project; and

WHEREAS, the City received two (2) bids to complete the intersection of South Linn and Union Street PCC Patching Project in Boone, Iowa:

- Majors Concrete Co., Boone, Iowa - \$115,730
- Klein Concrete, Boone, Iowa - \$122,495

WHEREAS, the apparent low bidder, Majors Concrete Co., Boone, Iowa has submitted the lowest bid in the amount of \$115,730.00; and

WHEREAS, Majors Concrete Co. shall remove the existing PCC street and sidewalk approach pavement and replace with new PCC street, sidewalk and ADA sidewalk, provide traffic control, and install granular fill material to proper grade; and

WHEREAS, Majors Concrete shall complete the Patching Project by June 15, 2022.

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

Section 1: This resolution awards the Intersection of South Linn and Union Street PCC Patching Project to Majors Concrete Co., Boone, Iowa in the amount of \$115,730.00; and authorizes the Mayor to enter into a contract on behalf of the City of Boone for said project.

PASSED AND APPROVED this 4th day of April, 2022.

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

BJ McGinn
Steven Ray
Terry Moorman

David Byrd
Linda Williamson

Elijah Stines
Cole Hilpiper

Mayor
City of Boone

Clerk
City of Boone

**INFORMAL PROJECT
FORM OF PROPOSAL
Intersection of South Linn and Union Street PCC Patching Project
CITY OF BOONE**

NOTICE TO BIDDERS:

PLEASE DO NOT USE THE FORM OF PROPOSAL INCLUDED IN THE BOUND VOLUME OF THE SPECIFICATIONS. SEPARATE COPIES OF THIS PROPOSAL ARE ENCLOSED.

Name of Bidder MAJOR'S CONCRETE CO
Address of Bidder 205 So STORY ST BOONE IA 50036

SUBMIT BIDS TO: City Clerk's Office
City of Boone
923 8th Street
PO Box 550
Boone, IA 50036-0550

Proposals will be opened **March 31, 2022** at 11:00 a.m.

The undersigned bidder, having examined and determined the scope of the Contract Documents, hereby proposes to provide the required labor, services, materials and equipment and to perform the Project as described in the Contract Documents, including Addenda 0, and 0, and to do all work at the prices.

We further propose to do all "Extra Work" which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such work.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
1.	Traffic Control	LS	1	\$ 2000	\$ 2,000 -
2.	Remove PCC Pavement	SY	885	25	22,125 -
3.	Install Pavement, 8" PCC	SY	840	87	73,080 -
4.	Sidewalk Install, 6" PCC	SY	45	75	3,375 -
5.	Granular Subbase	TON	30	50	1,500 -
6.	Curb Install, 6" PCC	LF	450	25	11,250 -
7.	ADA Sidewalk Panels	LS	8	300	2,400 -

Total Extended Amount

\$ 115,730 -

The names of those persons, firms, companies or other parties with whom we intend to enter into a subcontract, together with the type of subcontracted work and approximate dollar amount of the subcontract, are as follows:

CONSTRUCT - 46,000

NOTE: All subcontractors are subject to approval by the City.

The undersigned bidder certifies that this proposal is made in good faith, and without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this proposal and the Contract Documents prepared by the City of Boone, the more specific shall prevail.

FIRM: MAJORS Concrete Co.

By: Kevin R MAJORS

[Signature]

(Title)

President

(Business Address)

205 S. STARY ST BOONE, IA

(Work Phone Number(s))

515-230-0338

(Name of Contact Person for Bid)

KEVIN MAJORS

FORM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Boone, Iowa ("City"), and Majors Concrete Co. ("Contractor").

Whereas the City has prepared certain plans, specifications, proposal and bid documents dated the 2nd day of March, 2022, for the 2022 Intersection of South Linn and Union Street PCC Patching Project ("Project"), and

Whereas, said plans, specifications, proposal and bid documents accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the Project.

NOW, THEREFORE, IT IS AGREED:

1. The City hereby accepts the attached proposal and bid documents of the Contractor for the Project, and for the sums listed therein.
2. This Agreement consists of the following component parts which are incorporated herein by reference:
 - a. Addenda Numbers N/A None N/A;
 - b. "Standard Specifications for Highway and Bridge Construction," Series of 2016, Iowa Department of Transportation, as amended;
 - c. Plans;
 - d. Specifications and General Conditions;
 - i. Contract Compliance Program (Anti-Discrimination Requirements);
 - j. Proposal and Bid Documents; and
 - k. This Instrument.

The above components are deemed complementary and should be read together. In the event of a discrepancy or inconsistency, the more specific provision shall prevail.

3. The names of subcontractors approved by City, together with quantities, unit prices, and extended dollar amounts, are as follows (or shown on an attachment):

Construct \$46,000.00

4. Payments are to be made to the Contractor in accordance with the General Conditions.

DATED this _____ day of _____, 20____.

City

Contractor

By _____

By _____

(City of Boone)

(Title) _____
(Company Official)

**INFORMAL PROJECT
GENERAL CONDITIONS**

TABLE OF CONTENTS OF GENERAL CONDITIONS

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S-1 INTRODUCTORY STATEMENT

Division 11, General Requirements and Covenants of the Iowa Department of Transportation "Standard Specifications for Highway and Bridge Construction," Series of 2016, as amended, shall apply except as amended below.

S-2 DEFINITIONS.

ADD to or CHANGE the following definitions within 1101.03 of the IDOT STANDARD SPECIFICATIONS.

"ENGINEER" shall mean the Director of Public Works for the City of Boone, Iowa or his authorized representative.

"OWNER" and "CITY" shall mean the City of Boone, Iowa acting through the City Council and duly authorized agents.

"CONTRACTING AUTHORITY," "DEPARTMENT OF TRANSPORTATION," or "COUNTY" shall mean the CITY.

"IDOT STANDARD SPECIFICATIONS" shall mean the Iowa Department of Transportation "Standard Specifications for Highway and Bridge Construction," Series of 2016, as amended.

S-3 LIMITATIONS OF OPERATIONS.

Add the following paragraph to 1101.01 of the IDOT STANDARD SPECIFICATIONS:

Upon request Bidder may be required to submit three references on contract related work.

Add the following paragraph to 1108.03 of the IDOT STANDARD SPECIFICATIONS:

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

S-4 INSURANCE.

A. CERTIFICATE OF INSURANCE; CANCELLATION OR MODIFICATION

1. Before commencing work, the Contractor shall submit to the City for approval a Certificate of Insurance, meeting the requirements specified herein, to be in effect for the full contract period. The name, address and phone number of the insurance company and agent must accompany the certificate.
2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Boone to immediately cancel the contract and/or to halt work on the contract, and to withhold payment for any work performed on the contract.

B. MINIMUM COVERAGE

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability		<u>Combined Single Limit</u>
(1) Bodily Injury & Property Damage	\$500,000	
c. Workers' Compensation Insurance as required by Chapter 85, Code of Iowa		

In addition, the Contractor shall be required to comply with the following provisions with respect to insurance coverage:

1. The entire amount of Contractor's liability insurance policy coverage limits, identified in the policy and on the Certificate of Insurance, must, under the policy, be available to pay damages for which the insured Contractor becomes liable, or for which the insured assumes liability under the indemnity agreement herein contained, and such coverage amount shall not be subject to reduction or set off by virtue of investigation or defense costs incurred by Contractor's insurer.
2. The entire amount of the Contractor's liability insurance policy coverage limits shall be payable by the Contractor's insurer, with no deductible to be paid by, or self-insured retention to be attributed to, the Contractor unless this requirement is waived by the City. Contractor's Certificate of Insurance must set forth the nature and amount of any such deductible or self-insured retention.

3. If Contractor's liability insurance coverage is subject to any special exclusions or limitations not common to the type of coverage being provided, such exclusions or limitations shall be noted on the Certificate of Insurance.
4. The City prefers that Contractor provide it with "occurrence form" liability insurance coverage. If Contractor can only provide "claims-made" insurance coverage, then the Contractor must comply with the following requirements:
 - a. If the Contractor changes insurance carriers, or if Contractor's insurance coverage is canceled, during the contract period or within two years after City's acceptance of the work, Contractor agrees to immediately notify the City of such event.
 - b. If Contractor's insurance is canceled or is allowed to lapse during said period, Contractor shall be required to obtain replacement insurance coverage to fulfill its obligation hereunder.
 - c. If, during said period, Contractor voluntarily changes insurance carriers or is required to obtain replacement coverage from another carrier, Contractor shall either (1) purchase "tail" coverage from its first carrier effective for a minimum of two years after inception thereof, or (2) purchase "prior acts" insurance coverage from its new carrier, covering prior acts during the period of this Contract from and after its inception.
 - d. "Tail" or "prior acts" coverage so provided shall have the same coverage, with the same limits, as the insurance specified in this Contract, and shall not be subject to any further limitations or exclusions, or have a higher deductible or self-insured retention than the insurance which it replaces.
5. The City reserves the right to waive any of the insurance requirements herein provided. The City also reserves the right to reject Contractor's insurance if not in compliance with the requirements herein provided, and on that basis to either award the contract to the next low bidder, or declare a default and pursue any and all remedies available to the City.
6. In the event that any of the policies of insurance or insurance coverage identified on Contractor's Certificate of Insurance are canceled or modified, or in the event that Contractor incurs liability losses, either due to activities under this Contract, or due to other activities not under this Contract but covered by the same insurance, and such losses reduce the aggregate limits of Contractor's liability insurance below the limits required hereunder, then in that event the City may in its discretion either suspend Contractor's operations or activities under this Contract, or terminate this Contract, and withhold payment for work performed on the Contract.
7. In the event that any of the policies or insurance coverage identified on Contractor's Certificate of Insurance are canceled or modified, the City may in its discretion either suspend Contractor's operations or activities under this Contract, or terminate this Contract, and withhold payment for work performed on the Contract.

C. HOLD HARMLESS; ENDORSEMENT REQUIRED

1. The Contractor shall indemnify, defend and hold harmless the City of Boone and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's

operations under this Contract, whether such operations be by himself or herself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

2. It is further specifically stipulated that the Contractor's insurance coverage shall include an endorsement that, with regard to Contractor's insurance coverage, the Contractor shall never assert any claim against the City, its officers or employees, arising in any way from this Agreement.
3. Contractor is not, and shall not be deemed to be, an agent or employee of the City of Boone, Iowa.

S-5 SUPERVISION AND SUPERINTENDENCE.

Add the following paragraph to 1105.05 of the IDOT STANDARD SPECIFICATIONS:

CONTRACTOR shall maintain a qualified and responsible person available 24 hours per day, seven days per week to respond to emergencies which may occur after hours. CONTRACTOR shall provide to ENGINEER the phone number and/or paging service of this individual.

S-6 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS.

Add the following paragraph to 1108.01 of the IDOT STANDARD SPECIFICATIONS:

Bidders shall list those persons, firms, companies or other parties to whom it proposes/intends to enter into a subcontract regarding this project as required for approval by the City and as noted on the Form of Proposal and the Agreement.

S-7 COMPLIANCE WITH OSHA REGULATIONS.

Add the following paragraph to 1107.01 of the IDOT STANDARD SPECIFICATIONS:

The Contractor and all subcontractors shall comply with the requirements of 29 CFR 1910 (General Industry Standard) and 29 CFR 1926 (Construction Industry Standard). The Contractor and all subcontractors are solely responsible for compliance with said regulations.

The Contractor will provide Material Safety Data Sheets (MSDS) for all hazardous chemicals or materials that will be at the job site. The Material Safety Data Sheets will be submitted to the Project Engineering prior to the start of construction and supplemented as necessary throughout the project. This data is being provided for informational purposes only and does not relieve the contractor of any obligations for compliance with applicable OSHA and State laws regarding hazardous chemicals and right-to-know.

S-8 EMPLOYMENT PRACTICES.

Neither the Contractor nor his/her subcontractors, shall employ any person whose physical or mental condition is such that his/her employment will endanger the health and safety of themselves or others employed on the project.

Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:

To discriminate against any individual in terms, conditions, or privileges of employment because of sex, race, color, religion, national origin, sexual orientation, gender identity, marital status, age or disability unless such disability is related to job performance of such person or employee.

To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, gender identity, marital status, age, or disability unless such disability is related to job performance of such person or employee.

S-9 MEASUREMENT AND PAYMENT.

The detailed specifications of this document defines all pay items and methods of measurement and will supersede applicable sections in the IDOT STANDARD SPECIFICATIONS.

S-10 TAXES.

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certificate to purchase building materials, supplies, or equipment in the performance of the contract. The Contractor shall submit the information necessary for the certificates to be issued.

S-11 CONSTRUCTION STAKES.

Replace the last paragraph of 1105.06 of the IDOT Standard Specifications with the following:

The Contractor shall be responsible for the preservation of stakes and marks. Any necessary re-staking will be at the Contractor's expense and will be charged at a rate of \$75 per hour.

S-12 WORK DURING AN EMERGENCY.

The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases the Contractor shall notify the Engineer of the emergency as soon as practical, but shall not wait for instructions before proceeding to properly protect both life and property.

S-13 UTILITIES.

The Contractor is responsible for the field location of all utilities by qualified utility representatives prior to the start of construction and as required throughout the duration of the project.

If a utility is encountered during construction, the utility shall be protected. If a utility is damaged by the Contractor during construction, the utility shall be repaired by the Contractor at no cost to the City. The Contractor shall expose all utilities at the request of the Engineer for purposes of investigation. This work shall be considered incidental to the project and no additional compensation will be allowed thereof.

S-14 WASTE SITES.

All waste material shall be hauled to a site of the Contractor's choice with the Engineer's approval. Cost of disposal at the County Sanitary Landfill will be at the current rate per ton at the time of the contract; the Contractor may establish a charge account with the County which shall be paid prior to project acceptance. Disposal cost shall be included in the contract cost and no extra compensation will be allowed thereof.

S-15 MAINTENANCE AND CONTROL OF TRAFFIC.

All signs and barricades within and beyond the project area deemed appropriate by the Engineer will be the responsibility of the Contractor. The signs and barricades shall meet the requirements of Article 1107.09 of the "Standard Specifications" except as herein modified. Generator-operated traffic control devices cannot be operated in or near residential neighborhoods overnight. All work must be properly barricaded to eliminate hazards to pedestrians.

Properly constructed and lighted barricades shall be provided by the Contractor as needed to protect his work from traffic. "NO PARKING" signs will be furnished by the City to facilitate removal of parked cars ahead of the scheduled work.

24-hour maintenance of all traffic control devices is the responsibility of the Contractor.

S-16 MINOR WORK AND INCIDENTAL ITEMS OF CONSTRUCTION.

Any minor work not specifically mentioned in the specifications, but obviously necessary for the proper completion of the work shall be considered as being a part of and included in the contract and shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

There are items of construction noted in the specifications which shall be considered "incidental" to the contract or a particular bid item. In all cases thereof, no extra compensation will be allowed for the necessary labor, equipment, materials, etc. required to complete the "incidental" items of construction.

S-17 WORKING DAYS.

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

All work **MUST** be completed by June 15, 2022.

S-18 CONTRACTOR PAYMENT.

Payment under this contract shall occur no more than once per month for work completed by the contractor. Payment is based on an estimate of the total amount and value of work completed. It is not the City's policy to pay for materials and equipment stored at the site.

DETAILED SPECIFICATIONS

01 - SUMMARY OF THE WORK

This project is located at the intersection of South Linn and Union, the location has been painted white. All Work shall be performed in accordance with the Statewide Urban Design Standards.

- A. Remove and replace the existing PCC street and sidewalk approach pavement with new sidewalk and ADA Sidewalk approach.
- B. Provide traffic control. Coordinate
- C. Install granular fill material to proper grade.

02 - MEASUREMENT AND PAYMENT

Work completed under the contract shall be measured by the Engineer. Payment will be based on the actual quantity of work performed according to the various classes of work specified unless noted in Part 3 of this section. The Contractor will be given an opportunity to be present during final measurement.

The Contractor shall accept the compensation as herein provided as full payment for furnishing materials, labor, tools and equipment and for performing work under the contract; also, for costs arising from the action of the elements, or from any unforeseen difficulties which may be encountered during the execution of the work and up to the time of acceptance.

Construction items may be bid as a lump sum item or as itemized work, which will be paid on a unit cost basis. In either case, some work may be required for which a separate pay item is not provided. Completion of this work is required. If a separate pay item is not provided for this work, it is to be considered incidental to the project and no separate payment will be made.

03 - BID ITEMS

A. GENERAL

The following subsections describe the measurement of and payment for the work to be done under the items listed in the FORM OF PROPOSAL.

Each unit or lump sum price stated shall constitute full payment as herein specified for each item of work completed in accordance with the drawings and specifications, including clean up.

It is the Contractor's responsibility to identify the locations of public and private utility fixtures. No additional compensation will be made for any interference or delay erosion caused by the placement and/or relocation of said fixtures.

Work associated with existing items on private and City property that are to be protected, removed, relocated, replaced, reinstalled or modified such as, but not limited to, parking posts, shop signs, post fencing, monitoring wells or trees is considered incidental unless it is listed as an item in the FORM OF PROPOSAL. Existing items damaged or unsuitable for relocation or reinstallation will be replaced with like item and painted, if necessary, at Contractor's expense.

All labor, materials and equipment required to bring surfaces to the proper elevation and density including loading, hauling, and disposal of unsuitable material, below grade excavation, borrow and hauling, placing, forming, drying, watering and compaction of fill material, and all such work as may be required to make the grading work complete with a uniform surface free of rock, broken concrete, tree roots, limbs and other debris is incidental to this project unless it is listed as an item in the FORM OF PROPOSAL.

The Contractor shall be responsible for continuous cleaning of mud and debris off adjacent driveways, streets, and private property, when mud and debris is deposited there as a result of any construction activity. The cost of clean up shall be incidental to that activity.

B. BID ITEM DESCRIPTIONS

1 – TRAFFIC CONTROL

The lump sum price for this item will be paid based on percent complete for furnishing, installing, maintaining, moving, relocating, and removing all traffic control devices including barricades, safety fencing, drums, lights, standard signs, temporary barrier rails, sequential flashing arrows, flaggers, uniformed officers, temporary pavement markings and orange safety fence at road closures and detours.

2 – PAVEMENT REMOVALS

The unit price for this item will be paid based on the number of square yards of all street pavements, driveways and parking lots removed as specified in the plans or as agreed upon in the field. Removal shall include Portland Cement Concrete, full depth Asphalt Cement Concrete, and/or brick roadways, driveways, parking lots, curbs and gutters, and sidewalks. Saw cuts and hauling and disposal of waste materials shall be incidental. All proposed saw cuts must be approved by the Engineer or designee.

3, 4, 6, 7 - INSTALL PAVEMENT, 8" PCC Street and 6" PCC Sidewalk

The unit price for this item will be paid based on the number of square yards of Portland Cement Concrete pavements, driveways and parking lots removed and constructed at the specified widths, thicknesses and mix designs. Also included with these items is excavation to place forms and pavement at required elevations, supply, placement and compaction of subgrade material under driveways and parking lots, forming, supply, placement and finishing of concrete, special concrete mixes, reinforcement, Portland Cement Concrete curb and curb drop installation, curing, jointing and joint sealing, grading to establish a uniform grade between the sidewalk and top of curb, and backfilling at curb lines, driveway edges and parking lot edges. Dowelled end joints are required as per SUDAS standards.

Aggregate durability class for all P.C. Concrete paving shall be Class 3. All PCC paving for streets and driveways shall be Class M, P.C. Concrete. Prior to all PCC paving, temperatures shall meet the requirements as stated per the IDOT specifications. Adjusting structures in the pavement shall be incidental to these items.

5 – Granular Subbase

The unit prices for these items shall constitute full payment for all labor, materials and equipment necessary for supply, delivery and installation and compaction of the granular subbase fill as tons necessary to raise the intersection subbase grade surrounding the existing sanitary sewer manhole to match pavement base.

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2995

RESOLUTION APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT FOR THE SOUTH MARION STREET AND WEST PARK AVENUE PAVING PROJECT BETWEEN THE CITY OF BOONE AND SHORT ELLIOTT HENDRICKSON, INC. (SEH).

WHEREAS, the City desires to pave West Park Avenue and South Marion Street; and

WHEREAS, the paving of West Park Avenue would include paving approximately seven hundred fifty (750) feet west of Westwood Boulevard and paving South Marion Street to approximately one thousand (1,000) feet south of Madison Street; and

WHEREAS, the roadways are designated as minor arterials and currently have gravel surfacing; and

WHEREAS, the project will include paving a thirty-one (31) foot wide urban section and will include storm water management improvements; and

WHEREAS, the City water mains and sanitary sewer will be evaluated and improvements will be included as needed; and

WHEREAS, Short Elliott Hendrickson Inc. (SEH) has provided the City of Boone with a proposed contract for professional consulting services for the South Marion Street and West Park Avenue Paving Project, such services include:

- 1) Project Management and Project Coordination Services: Maintain communications to review progress and discuss elements of project planning, design, establishing schedules, goals, and expedite design development. Establish review and checking procedures for deliverables and designate responsibility for implementation of the plan.
- 2) Perform field and office tasks required to collect topographic information, perform utility surveys to establish coordinates and elevations for utilities, research records to establish existing right-of-way and location of property lines, and incorporate surveys into an electronic base map.
- 3) Prepare preliminary design services with the primary focus on horizontal plan, vertical profiles, drainage improvements, existing and proposed utility locations, and right-of-way requirements. Services shall include; design criteria, preliminary typical sections, roadway geometry, horizontal and vertical design, utilities, storm sewer, roadway lighting, traffic control and staging, cultural resources evaluation, and Opinion of Probable Construction Cost.
- 4) Final Design & Bidding Services: Prepare check plans, final plans, and project manual. Provide assistance with obtaining permits; update Opinion of Probable Construction Cost and submit final plans to the Iowa Department of Transportation for bidding.
- 5) Construction Administration Services: To act on behalf of the City in dealing with contractors, provide monthly progress reporting, pre-construction meetings, periodic visits to the construction site, review with contractor shop drawings, review and provide recommendations for extra work requests or changes in the scope of work, prepare progress payment applications, complete final inspection and a punch list of uncompleted items, provide as-built plan, review the inspection, testing, and material documents to ensure compliance, and work with the Iowa DOT Local System's to perform the final audit.
- 6) Construction Observation Services: S.E.H shall provide an onsite Resident Project Representative (RPR) to ascertain the progress and quality of work and to determine that the work being performed is in accordance to the contract. The RPR shall verify all materials used have the required certifications, tests, and/or approvals; and prepare daily reports to be submitted to the City when requested. S.E.H shall coordinate on-site testing of concrete and soil density, review test results and review all required inspection and reporting to comply with Iowa DNR NPDES requirements

- 7) Additional Services: Resulting from significant changes in scope, extent, or character of the project design. Assistance with property/legal surveys, acquisition plats, bid protests, rebidding, or renegotiating contracts for construction.

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

Section 1: That said Agreement for Professional Services performed in relation to the South Marion Street and West Park Avenue Paving Project is hereby approved and the City Council authorizes Mayor John Slight to sign the Agreement.

Section 2: That the City of Boone shall compensate Short Elliott Hendrickson Inc. (SEH) in an amount not to exceed \$218,900.00. (Project Management/Project Coordination \$26,300.00, Field Survey and Mapping \$14,300.00, Preliminary Design \$79,200.00, Final Design/Bidding \$53,300.00, Construction Services \$45,800.00).

Section 3: That the City of Boone shall compensate Short Elliott Hendrickson Inc. (SEH) for Construction Observation, in an amount not to exceed \$82,300.00. Based on approximately 650 hours of on-site RPR services.

Section 4: Compensation for additional services is at the Standard Hourly Rates included in Attachments 1 and 2 of the Agreement.

PASSED THIS 4th day of April, 2022.

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

BJ McGinn
Steven Ray
Terry Moorman

David Byrd
Linda Williamson

Elijah Stines
Cole Hilpiper

Mayor
City of Boone

Clerk
City of Boone

Agreement for Professional Services

This Agreement is effective as of April 4, 2022 between City of Boone ("Client"), and Short Elliott Hendrickson Inc. ("Consultant").

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **S Marion Street & W Park Avenue Paving Project**

Client's Authorized Representative: Bill Skare, City Administrator
Address: 923 8th Street
Boone, IA 50036
Telephone: 515.432.4211 **email:** bskare@city.boone.ia.us

Project Manager: Michael L. Danburg, P.E.
Address: 5414 NW 88th Street, Ste 140
Johnston, IA 50131
Telephone: 515.957.2372 **email:** mdanburg@sehinc.com

Project Description: The City of Boone is moving forward with a roadway paving project starting on West Park Avenue approximately 750 feet west of Westwood Boulevard and on South Marion Street to approximately 1000 feet south of Madison Street. The roadways are designated as minor arterials and currently have gravel surfacing. The project has been awarded Iowa DOT Surface Transportation Block Grant (STBG) funds. These funds are programmed from the Iowa DOT through the SWAP process with Federal Aid dollars.

The project will include paving a 31 ft. wide urban section and will include storm water management improvements for drainage. It is anticipated that City water main and sanitary sewer will be evaluated and improvements will be included as needed. The project is being planned for a February 2023 letting through the Iowa DOT with construction planned for April 2023 through October 2023.

Scope: The Basic Services and Resident Construction Services to be provided by Consultant as set forth herein are provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

I. BASIC SERVICES:

A. Project Management / Project Coordination

The Consultant will complete the following Design Phase project coordination activities.

1. Project Team Meetings

The Consultant will conduct a kickoff meeting with the project team. The primary kickoff meeting will involve the development of project plan and goals, including the overall project schedule, review of the project tasks and budget, risk identification and mitigation analysis. This task will also include regularly schedule team meetings to discuss the project schedule, update project milestones, task updates and overall team collaboration.

2. Design Progress Meetings

The Consultant will meet with the City to review progress and discuss specific elements of the project design and receive direction and feedback from the City. The meetings will also serve to establish or update schedules, establish project goals, define initial design parameters, create a dialog between the various entities, improve decision-making, and advance design development. The Consultant will prepare minutes of the meetings and keep documentation of other communications.

3. Private Utility Coordination

The Consultant will conduct private utility coordination in accordance with Iowa DOT I.M. No. 3.640 Utility Accommodation and Coordination. The list below are key check points of the utility coordination process:

- Initial Utility Research
- Initial Utility Notification
- Utility Coordination Meeting(s)
- Preliminary Plan Submittal
- Utility Work Plans
- Final Plan Submittal
- Pre-Construction Meeting (invite Utility)

4. Project Management

The project manager for the Consultant will be responsible for maintaining coordination with the City and Iowa DOT along with monthly progress reporting, minutes of meetings, interoffice memoranda, and project invoicing. This task also includes scheduling of staff, review of progress, and senior review of deliverables.

5. Design Development Exhibit Preparation

Exhibit for the design development will consist of a full-size strip plot with the major project features shown on the aerial photograph. Includes coloring, lettering, and other techniques to delineate the proposed design concepts and right-of-way needs, including typical section elements of the roadway. The figure will indicate right-of-way needs, property lines, property ownership, access control lines, structure limits, and new roadway improvements.

6. Providing Materials and Information for City Council Meetings

The Consultant will provide necessary materials, exhibits, presentations, information, progress reports as needed for Boone City Council meetings and work sessions as needed. This will include providing design development concepts and schedule.

7. Quality Control

Involve ongoing quality control for the duration for project schedule. This task includes reviews prior to the preliminary and final design submittals to the City. The project manager and lead design engineer are responsible for maintaining quality control during each phase of the project.

B. Field Survey AND Mapping

The Consultant will perform field and office tasks required to collect topographic information necessary for this project. The specific survey tasks to be performed include the following:

1. Field Topographic Survey

The Consultant will conduct field surveys to gather topographic data of ground elevations and existing features to produce a base map for the project's design phase. This task will also incorporate any additional GIS data, if available, from the City to include in the base map. The Consultant will use the City's established horizontal and vertical control system for the survey activities, if available. This task will also include creating the base map in electronic format.

2. Utility Survey

The Consultant will perform utility surveys in conjunction with the field topographic survey to establish coordinates and elevations (if possible) for utilities that fall within the limits of the project and are visible or have been marked on the ground by the utility owner. Review One Call mapping and show the utility name and describe the utility on the plans. Utilities to be surveyed include but not limited to phone, gas, fiber optic, water main, overhead/underground electrical, sanitary sewer and storm sewer (including power poles, pedestals, valves and manholes). This includes establishing manhole and intake elevations for existing sanitary, storm sewers and roadway culverts.

3. Right-of-Way Survey

The Consultant will research City, County and State records to establish the existing right-of-way (ROW) and locations of property lines and available corners. The base mapping will identify ROW for the corridor and the owners and approximate boundaries of all appropriate parcels within the project limits. Copies of all records gathered during this task will be saved in the project file for future reference.

4. Base Map

Incorporate field survey into an electronic base map to be used for the design of the project. Incorporate property lines, right-of-way lines, and property ownership for parcels located within the project limits into the base map. For budgetary purposes, it is assumed that nineteen (19) parcels are within the project limits.

C. Preliminary Design

The Consultant will perform preliminary design services with the primary focus on horizontal plan, vertical profiles, drainage improvements, existing and proposed utility locations, and right-of-way requirements. Include potential design elements that may affect the corridor improvements, containing property impacts, construction staging and traffic control operations. The preparation of preliminary design plans illustrating the proposed grading, drainage, paving, pedestrian features, signing, utility relocation, and other features of the project.

1. Design Criteria / Project Scoping Documentation

The Consultant will develop and submit to the City design criteria to be used in the developing the roadway corridor improvements. Criteria will conform to the latest City, SUDAS, Iowa DOT and AASHTO Standards. The criteria to be addressed include:

- Functional classification and design type
- Design speed and Regulatory speed
- Design vehicles for intersection design
- Widths of travel lanes, parking areas and right-of-way
- Preferred Clear Zone/Acceptable Clear Zone requirements
- Provisions for pedestrians and/or bicycles
- Drainage design requirements
- Water main and sanitary sewer improvements
- Street lighting requirements
- Roadway and pedestrian signage requirements
- Utility corridor locations

This task includes a brief technical memorandum documenting the proposed criteria. The memorandum will be reviewed, revised, and approved by the City prior to proceeding with subsequent tasks.

2. Preliminary Typical Sections

Develop typical sections for the mainline street improvements. This task includes lane widths, curb section/type, sidewalk and trail widths, right-of-way widths, pavement types, border widths, and clear-zones.

This task also includes identifying potential storm sewer, sanitary sewer, water main and other utility locations in the development of the typical sections. The scope of services for this project does not include design calculations and capacity analysis for storm sewer, water mains or sanitary sewers.

3. Preliminary Roadway Geometry

Develop preliminary roadway geometrics for the corridor based on the preferred alternative conceptual geometrics and approved design criteria.

4. Preliminary Horizontal and Vertical Design

This task includes using the preliminary geometrics and develop horizontal alignments and vertical profiles for the mainline and connecting roadways. The alignments and profiles will be developed based on the approved design criteria.

5. Preliminary City Utility Design

Develop preliminary design layout based upon original project scoping discussions for city water main and sanitary sewer facilities within the project corridor.

6. Preliminary Storm Sewer Design

Inventory existing hydrologic and hydraulic conditions and analyze the impacts the proposed improvements will have on the area wide drainage patterns. Once the impacts have been quantified, develop storm sewer system layout plan and major crossroad culverts based on Chapter 2 SUDAS Design Manual. Resolve potential conflicts with underground utilities and other design elements. Vertical Profiles are not developed as part of this task.

7. Preliminary Roadway Lighting Design

This task consists of selection of lighting poles and fixture types, design and drawing preparation of a preliminary layout, preparation of photometric analysis and reports. This task does not include any electrical circuit design. The Consultant will work closely with the City and power company to ensure that the proposed lighting system is compatible with the overall project design, and that it will follow City criteria and standards.

8. Preliminary Traffic Control and Staging Plan

The Consultant will develop a preliminary traffic control concept to indicate how the project will generally be constructed and traffic will be maintained during construction. The construction staging plan will take into consideration all elements of construction including roadways, storm sewer, water main and sanitary sewer improvements, as well as property access and private utility relocations. This information will be presented to the City for approval. Once approved, the preliminary concepts will serve as the basis for preparing the final traffic control and staging plan in final design.

9. Preliminary Plan Preparation

Upon completion of the preliminary plans, the design plans will be approximately 60 percent complete. This task will include all work associated with the following as part of producing the preliminary plans:

- Title Sheets (A Sheets): Will include location map, index of sheets, legend, project number, and design traffic data.
- Typical Cross Sections and Details (B Sheets): Preliminary typical sections used for this project as well as preliminary limits for each typical section.
- Mainline Plan and Profiles (D Sheets): Preliminary plan and profile sheets showing existing features, north arrow, scale, proposed right-of-way, existing right-of-way, profiles, alignments, and utilities.
- Side road Plan and Profiles (E Sheets): Preliminary plan and profile sheets showing existing features, north arrow, scale, proposed right-of-way, existing right-of-way, profiles, alignments, and utilities.
- Right-of-Way Sheets (H Sheets): Preliminary plans showing ownership and general parcel information.
- Traffic Control and Staging Plan Sheets (J Sheets): Preliminary plan showing construction scheduling and staging of the improvements and for traffic control measures used during construction. The preliminary staging plan will include measures for maintaining access to adjacent properties during

construction. The plan sheets will include construction staging and high level exhibits with minimal details. This task will also include the preliminary pavement markings and signage design.

- Geometric, Staking, and Jointing Sheets (L Sheets): Preliminary design of the geometric, staking, and jointing design layouts with no callout information.
- Storm Sewer Sheets (M Sheets): Preliminary plan and profile of the storm sewer design.
- Lighting Layout Sheets (P Sheets): Preliminary layout of the lighting design showing photometric analysis.
- Removal Sheets (R Sheets): Preliminary design of potential removals for the project area including pavement, drainage, and other utilities. Sidewalk and trees will also be shown.
- Sidewalk Sheets (S Sheets): Preliminary design of the sidewalk and trail layouts in accordance with proper design criteria. Identify ramps, landing and turning spaces.
- City Utility Sheets (O Sheets): Preliminary design showing all City water main and/or sanitary sewer improvements.
- Cross Sections (W and X Sheets): Preliminary cross section design and production of sheets at 50' increments depicting the existing and proposed surfaces. Additional information will include drainage design features, and other non-typical conditions as needed to estimate quantities.

10. Cultural Resources Evaluation (CRE)

SEH will engage a Secretary of the Interior (SOI) qualified sub-consultant to complete a Cultural Resources Evaluation (CRE) per Iowa DOT requirements for SWAP projects. The scope includes completion of this process and assumes that additional Phase I Archeological Investigations or Historical Property Reconnaissance will not be needed.

11. Preliminary Opinion of Probable Construction Cost

The Consultant will prepare a Preliminary Opinion of Probable Construction Cost for the Project.

D. Final Design & Bidding

The final design phase will begin with preparation of Check Plans for the project. Portions of the final design phase will run concurrent with the preliminary design phase. This phase will take the project from the first submittal to the Iowa DOT through the project letting.

1. Check Plans

The Consultant will address any preliminary plan review comments and continue to develop and refine the final design elements of the project. Check Plans are meant to be approximately 90%-95% complete and provide for review and confirmation that the project scope follows funding parameters.

Check plan work will include the following:

- Title Sheets (A Sheets): Will include location map, index of sheets, legend, project number, and design traffic data.
- Typical Cross Sections and Details (B Sheets): Final typical sections used for this project as well as limits for each typical section and final details.
- Quantities and General Information Sheets (C Sheets): Final bid items, estimate reference information, standard Iowa DOT / SUDAS figures, index of tabulations, pollution prevention plan, general notes, and tabulations.

- Mainline Plan and Profiles (D Sheets): Final plan and profile sheets showing existing features, north arrow, scale, proposed right-of-way, existing right-of-way, profiles, alignments, and utilities.
- Side road Plan and Profiles (E Sheets): Final plan and profile sheets showing existing features, north arrow, scale, proposed right-of-way, existing right-of-way, profiles, alignments, and utilities.
- Survey Sheets (G Sheets): Final plan sheets showing all survey reference ties and bench marks. Also includes proposed alignments for the project.
- Right-of-Way Sheets (H Sheets): Final plans showing the final permanent right-of-way and all permanent and temporary construction easements.
- Traffic Control and Staging Plan Sheets (J Sheets): Final plan showing construction scheduling and staging of the improvements and for traffic control measures used during construction. The final staging plan will include measures for maintaining access to adjacent properties during construction. The plan sheets will include construction staging, typical sections, and other final details. This task will also include the final pavement marking and signage design.
- Geometric, Staking, and Jointing Sheets (L Sheets): Final design of the geometric, staking, and jointing design layouts with all labeling.
- Storm Sewer Sheets (M Sheets): Final plan and profile of the storm sewer design.
- Lighting Layout Sheets (P Sheets): Final layout of the lighting design showing the design provided with coordination with MidAmerican Energy.
- Removal Sheets (R Sheets): Final design of the removals for the project area including pavement, drainage, and other utilities.
- Sidewalk Sheets (S Sheets): Final design of the sidewalk and trail layouts in accordance to proper design criteria. Identify ramps, landing and turning spaces. This task will also include all elevations and information need to construct the sidewalk to ADA standards.
- City Utility Sheets (O Sheets): Final design showing all City water main and/or sanitary sewer improvements.
- Earthwork Quantity Sheets (T sheets): Final earthwork quantities for the project.
- Special Details (U Sheets): Final special details or modifications to Iowa DOT / SUDAS figures and standards will be provided here.
- Cross Sections (W and X Sheets): Final cross section design and production of sheets at 50' increments depicting the existing and proposed surfaces. Additional information will include drainage design features, other non-typical conditions, labeling, soil layers (if needed), and elevations.

2. Check Plan Opinion of Probable Construction Cost

The Consultant will prepare an updated Opinion of Probable Construction Cost for the Check Plan submittal.

3. Submittal of Check Plans

Upon review of the Check Plans with the City, the Consultant will submit the Check Plan package to the Iowa DOT utilizing the TPMS website.

4. Permitting

The Consultant will assist the City in preparing applications for permits from governmental authorities that have jurisdiction to approve the design of the project and participate in consultations with such authorities, as necessary. The Consultant will prepare the following documents for the project:

- IDNR Water Supply Section - Construction Permit Application (if needed)
- IDNR Wastewater Section - Construction Permit Application (if needed)
- IDNR NPDES Storm water Discharge Permit
- Notice of Publication
- Pollution Prevention Plan

Any fees for construction permits, licenses or other costs associated with permits and approvals will be the responsibility of the City. The Consultant will provide technical criteria, written descriptions and design data for the City's use in filing the applications for permits. The Consultant will prepare the permit applications and other documentation.

5. Final Plans

Final Plans will include incorporating Check Plan comments from both the City and Iowa DOT into final design and plan preparation. This will take the plans to 100% complete and include final project details.

The Final Plan packages includes the following:

- Final Plans
- Final Opinion of Probable Construction Cost
 - The Consultant will prepare an updated Opinion of Probable Construction Cost for the Final Plan Submittal.
- Project Development Certificate (PDC)
 - The PDC is a form used by the Iowa DOT to verify that the project is ready to begin the letting process. The Consultant will prepare the form for City signature

6. Submittal of Final Plans

Upon review of the Final Plans with the City, the Consultant will submit the Final Plan package to the Iowa DOT utilizing the TPMS website.

7. Project Letting

The bidding phase is initiated when Iowa DOT Local Systems staff turns-in the final plan package to the Iowa DOT Contracts staff. Contracts staff will conduct a final review and prepare the project for bid letting. The Iowa DOT handles all bidding tasks for SWAP project.

The Consultant will assist the Iowa DOT with contractor questions and addenda as needed.

Upon successful bid opening, contracts and bonds will be executed via Doc Express and a pre-construction meeting will be scheduled.

E. Construction Administration Services

Contract Administration services include consultation with Client and acting as Client's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Client's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Client in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

1. The duration of the Construction Phase from Notice to Proceed to the contractor until project close-out is anticipated to be 7 - 9 months.
2. The project manager for the Consultant will be responsible for monthly progress reporting, minutes of meetings, interoffice memoranda, and invoicing. This task also includes scheduling of staff, coordinating with Sub-Consultants, review of progress, review of deliverables and attendance at City Council meetings. This task will also include project set-up time into the Iowa DOT Doc Express and APIA systems.
3. Pre-construction Meeting - Conduct the pre-construction meeting with the Contractor, Sub-Contractors, Utility Owners, City, and other interested parties.
4. Project Site Observation – The Consultant’s Engineer shall make periodic visits to the construction site at intervals appropriate to the stage of construction to (a) observe the progress, (b) review the quality of the work, and (c) determine if the construction work conforms to the drawings and specifications in the construction contract.
5. Shop Drawing Review – The Consultant shall review the Contractor's shop drawings and other required submittals for compliance with the Contract Documents.
6. Extra Work and Change Orders – The Consultant shall review and provide recommendations for extra work requests or changes in the scope of work. Prior to starting extra work, negotiate and prepare change orders for approval by the City and Iowa DOT.
7. Contractor Pay Requests – The Consultant shall prepare progress payment applications based upon its review of construction progress by on-site observation, and make a recommendation to the Iowa DOT for payment of the appropriate amount for work completed since the last payment application. Payment applications shall be processed in the City’s format and uploaded to Doc Express upon approval by the City. The City shall be responsible for submitting reimbursement claims to the Iowa DOT upon payment to the Contractor. Prior to preparing a payment, the Consultant shall review all material testing and certifications on the project and only recommend payment for items that have acceptable material documentation on file.
8. Construction Progress Meetings – The Consultant shall conduct construction meetings with the City and the Contractor to monitor progress, answer questions, resolve issues and look to the schedule in the future. The Consultant shall prepare an agenda and issue minutes. Timing of the meetings will be determined at the time of construction and it is anticipated that a bi-weekly meeting schedule will be used.
9. Final Inspection and Punch List – The Consultant shall complete a final inspection and prepare a punch list of uncompleted items. On the basis of such inspection, the Consultant shall determine if the project is substantially complete in accordance with the plans and specifications and shall make a recommendation to the Engineer regarding final payment. It is understood that the City will accept the project only after recommendation by the Consultant.
10. As-built Plans – After the construction work has been completed, the Consultant shall provide as-built plans for the project in electronic formats, meeting the requirements of the City.
11. Project Close-out – At the end of the project, the Consultant shall review the inspection, testing and material documentation to ensure compliance with City acceptance requirements. The Consultant’s Engineer registered in the State of Iowa shall certify that the project has been completed in accordance with the contract documents. The Consultant shall also complete all paperwork required for final acceptance by the City, and shall provide the City with all original construction related documentation at completion of the project.
12. Iowa DOT Audit – The Consultant will work with the Iowa DOT Local System's staff to perform the final audit after the project is complete.

II. RESIDENT CONSULTANT SERVICES:

F. Construction Observation (RPR) Services

1. The Consultant shall provide an onsite Resident Project Representative (RPR) for the project to ascertain the progress and quality of work, to determine if the work is being performed in accordance to the contracts documents, and to document construction activities in a daily observation report, bit item logs, reports, and other forms as required to provide a complete and thorough record of the construction activities.
2. The RPR shall verify all materials incorporated into the project have required certifications, tests, and/or approvals, and that said materials conform to requirements of contract documents.
3. The RPR shall prepare the daily observation report to be submitted to the City when requested. The daily observation report shall include, controlling operation of work, record of work completed, contractors or subcontractors onsite, quantities of construction completed that day, quantities of construction completed to date, and weather.
4. RPR services do not include responsibility for the contractor's construction means, controls, techniques, sequences, procedures, and safety, unless said items are required of the contractor in the contract documents.
5. The Consultant shall be responsible for coordinating on-site concrete testing and sampling (i.e. concrete air content and slump testing, taking temperature, and taking concrete samples (i.e. cylinders, beams).
6. The Consultant shall be responsible for coordinating on-site testing services for soil density testing of compacted subgrades and trench construction, plant monitoring of the concrete plant, and compression strength testing (cylinders) or flexural strength testing (beams) for pavement.
7. The Consultant shall coordinate on-site sampling and testing by the City's contracted testing company, review the test results, and verify that said test results conform to the requirements of contract documents.
8. The Consultant shall coordinate and review all required inspection and reporting to comply with Iowa DNR NPDES requirements. It is assumed the contractor will be responsible for preparing, monitoring and managing all the requirements of the NPDES Permit.

RPR (Resident Project Representative Services)

RPR services will be provided in accordance with attached Exhibit B

III. ADDITIONAL SERVICES:

Additional services will be provided by the Consultant upon the request of the Client. These services may include:

- A. Right of Way (ROW) acquisition services (Subconsultant).
- B. Property/legal surveys, acquisition plats and preparation of easements needed for the transfer of interests in real property.
- C. Construction Staking
- D. Wetland Assessment / Mitigation Services
- E. Geotechnical Engineering / Soils Investigation (Subconsultant)
- F. Serving as a consultant or witness for the Client in any litigation, arbitration, or other dispute resolution process related to the project.
- G. Material testing required for the project
 1. Concrete plant monitor and on-site paving tests
 2. Density testing for roadway embankment construction and/or trench backfill.
 3. Assumed City will contract directly with testing firm for this work.
- H. Other services performed by the Consultant not otherwise provided for in this Agreement, examples of which are listed below:
 1. Services resulting from significant changes in the scope, extent, or character of the portions of the project designed or specified by the Consultant including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing. These services may also be as a result of changes in laws or regulations or other causes beyond the Consultant's control.

2. Serving as a consultant or witness for the Client in any litigation, arbitration, or other dispute resolution process related to the project.
3. Services associated with obtaining permits not included in Basic Services scope above

IV. **SCHEDULE:** Refer to Attachment 3 for Project Schedule.

V. **PAYMENT:** In consideration of the services, work, equipment, supplies, or materials provided herein, the Client agrees to pay the Consultant the following fees:

A. Compensation for Basic Services – Lump Sum Method of Payment

Client shall pay Consultant for Basic Services set forth in Exhibit A-2, excluding Construction Observation Services as follows:

1. A total Lump Sum amount of **\$218,900.00**, based on the following estimated distribution of compensation:

▪ Project Management / Project Coordination	\$26,300.00
▪ Field Survey and Mapping	\$14,300.00
▪ Preliminary Design	\$79,200.00
▪ Final Design/Bidding	\$53,300.00
▪ Construction Services	\$45,800.00
2. Consultant may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
3. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services actually completed during the billing period.

B. Compensation for Construction Observation (RPR) Services – Standard Hourly Rates Method of Payment

1. Client shall pay Consultant for Resident Consultant Services as set forth in Exhibit A-1 as follows:
 - 1) An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Expenses and Consultant's Subconsultants' charges, if any.
 - 2) Consultant's Expenses Schedule and Standard Hourly Rates are included in Attachments 1 and 2.
 - 3) The estimated total compensation for Construction Observation (RPR) Services is estimated to be **\$82,300.00**, including Reimbursable Expenses.
 - Based upon approximately 650 hours of on-site RPR services.

C. Compensation for Additional Services - Standard Hourly Rates Method of Payment

1. Client shall pay Consultant for Additional Services, as set forth in Exhibit A-1 as follows:
 - 1) An amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Expenses and Consultant's Subconsultants' charges, if any.
 - 2) Consultant's Expenses Schedule and Standard Hourly Rates are included in Attachments 1 and 2.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibits A-1 and A-2. Additional work, if required, shall be compensated in accordance with the rate and expenses schedules attached hereto as Attachments 1 and 2.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None

Short Elliott Hendrickson Inc.

City of Boone, Iowa

By: Michael L. Danburg
Michael L Danburg, P.E. (IA, SD)
Title: Project Manager

By: _____
Title: _____

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General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit A-1
to Agreement for Professional Services
Between City of Boone (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated April 4, 2022

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Lodging and meal expense connected with the Project.
3. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
4. Plots, Reports, plan and specification reproduction expenses.
5. Postage, handling and delivery.
6. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
7. All taxes levied on professional services and on reimbursable expenses.
8. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

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Exhibit A-2
to Agreement for Professional Services
Between City of Boone (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated April 4, 2022

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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Exhibit B
to Agreement for Professional Services
Between City of Boone (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated April 4, 2022

A Listing of the Duties, Responsibilities and
Limitations of Authority of the Resident Project Representative

Through more extensive on site observations of the construction work in progress and field checks of materials and equipment by the Resident Project Representative (RPR), Consultant shall endeavor to provide further protection for Client against defects and deficiencies in the work of contractor (Work); but, the furnishing of such services will not make Consultant responsible for or give Consultant control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for contractor's failure to perform the Work in accordance with the Contract Documents. Contract Documents are the documents that govern or are pertinent to contractor's Work including but not limited to the agreement between Client and contractor, the contractor's bid, the bonds, specs, drawings, field orders, addenda, clarifications, interpretations, approved shop drawings and reports collectively called the Contract Documents. The duties and responsibilities of the RPR are further defined as follows:

A. General

RPR is an agent of Consultant at the site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions. RPR's dealings in matters pertaining to the on site work shall in general be with Consultant and contractor keeping the Client advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of contractor. RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.

B. Duties and Responsibilities of RPR

1. Schedules: Review the progress schedule, schedule of shop drawing submittals and schedule of values prepared by Contractor and consult with Consultant concerning acceptability.
2. Conferences and Meetings: Attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - (a) Serve as Consultant's liaison with contractor, working principally through contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Consultant in serving as Client's liaison with contractor when contractor's operations affect Client's on-site operations.
 - (b) Assist in obtaining from Client additional information, when required for proper execution of the Work.
4. Shop Drawings and Samples*:
 - (a) Record date of receipt of shop drawings and samples.
 - (b) Receive samples furnished at the site by contractor, and notify Consultant of availability of samples.
 - (c) Advise Consultant and contractor of the commencement of any Work requiring a shop drawing or sample if the submittal has not been approved by Consultant.
5. Review of Work, Observations and Tests:
 - (a) Conduct on-site observations of the Work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - (b) Report to Consultant whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of

Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- (c) Determine if tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Consultant appropriate details relative to the test procedures and start-ups.
 - (d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Consultant.
6. Interpretation of Contract Documents: Report to Consultant when clarification and interpretations of the Contract Documents are requested by contractor and transmit to contractor clarifications and interpretations as issued by Consultant.
 7. Modifications: Consider and evaluate contractor's suggestions for modifications in drawings or specifications and report with RPR's recommendations to Consultant. Transmit to contractor decisions as issued by Consultant.
 8. Records:
 - (a) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the construction contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, and other related documents.
 - (b) Keep a diary or log book, recording contractor hours on the job site, weather conditions, data relative to questions of change orders, or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - (c) Record names, addresses and telephone numbers of all contractors, subcontractors and major suppliers of materials and equipment.
 9. Reports:
 - (a) Furnish Consultant periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of shop drawing and sample submittals.
 - (b) Consult with Consultant in advance of scheduled major tests, inspections or start of important phases of the Work.
 - (c) Draft proposed change orders and Work, obtaining backup material from contractor and recommend to Consultant change orders, and field orders.
 - (d) Report immediately to Consultant and Client upon the occurrence of any accident.
 10. Payment Requests: Review applications for payment with contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
 11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Consultant for review and forwarding to Client prior to final payment for the Work.
 12. Completion:
 - (a) Before Consultant issues a certificate of substantial completion, submit to contractor a list of observed items requiring completion or correction.
 - (b) Conduct final inspection in the company of Consultant, Client, and contractor and prepare a final list of items to be completed or corrected.
 - (c) Observe that all items on final list have been completed or corrected and make recommendations to Consultant concerning acceptance.

C. Limitations of Authority

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Client.
2. Shall not exceed limitations of Consultant's authority as set forth in the Agreement for Professional Services.
3. Shall not undertake any of the responsibilities of contractor, subcontractors or contractor's superintendent.
4. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
5. Shall not accept shop drawing or sample submittals from anyone other than contractor.
6. Shall not authorize Client to occupy the Project in whole or in part.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Consultant.

y:\sales-marketing\proposals\boone\s marion - w park paving project\08-p162729 s marion-w park improvements\agreement\exhibit b.docx

SEH Hourly Billable Rates – 2022

Classification – Office Staff	Billable Rate ⁽¹⁾
Principal	\$175.00 - \$295.00
Project Manager	\$145.00 - \$245.00
Senior Project Specialist	\$140.00 - \$240.00
Project Specialist	\$105.00 - \$190.00
Senior Professional Engineer I	\$120.00 - \$195.00
Senior Professional Engineer II	\$145.00 - \$245.00
Professional Engineer	\$110.00 - \$180.00
Graduate Engineer	\$100.00 - \$150.00
Senior Architect	\$130.00 - \$230.00
Architect	\$115.00 - \$165.00
Graduate Architect	\$90.00 - \$120.00
Senior Landscape Architect	\$120.00 - \$185.00
Landscape Architect	\$100.00 - \$135.00
Graduate Landscape Architect	\$95.00 - \$115.00
Senior Scientist	\$130.00 - \$170.00
Scientist	\$95.00 - \$150.00
Graduate Scientist	\$85.00 - \$115.00
Senior Planner	\$135.00 - \$230.00
Planner	\$105.00 - \$165.00
Graduate Planner	\$90.00 - \$125.00
Senior GIS Analyst	\$115.00 - \$190.00
GIS Analyst	\$105.00 - \$130.00
Project Design Leader	\$125.00 - \$190.00
Lead Technician	\$110.00 - \$185.00
Senior Technician	\$95.00 - \$150.00
Technician	\$75.00 - \$120.00
Graphic Designer	\$95.00 - \$150.00
Administrative Professional	\$55.00 - \$140.00

Classification – Field Staff	Billable Rate ⁽¹⁾
Professional Land Surveyor	\$115.00 - \$175.00
Lead Resident Project Representative	\$100.00 - \$170.00
Sr. Project Representative	\$100.00 - \$150.00
Project Representative	\$95.00 - \$135.00
Survey Crew Chief	\$90.00 - \$150.00
Survey Instrument Operator	\$75.00 - \$105.00

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.

The rates shown are subject to change.

Effective: January 1, 2022
Expires: December 31, 2022



Building a Better World
for All of Us®

SHORT ELLIOTT HENDRICKSON INC.

SEH Schedule of Expenses – 2022

Vehicle Mileage Rates

2022 IRS Rate\$0.59/mile

Vehicle Allowance Costs

Resident Project Representative \$16.00/day
Survey and Field Vehicle \$4.90/hour + mileage as referenced above

Survey Equipment

Robotic Total Station \$30.00/hour
Global Positioning System (GPS) \$45.00/hour

Computer Equipment

Computer Charges per Direct Hour of Labor \$5.80/hour

Other Equipment Expenses

SEH uses many different types of equipment, such as traffic counters; flow meters; air, water, and soil sampling kits; inspection cameras; density meters; 3-D printers; drones, and many others. Our equipment is frequently upgraded to utilize current technology.

You will be charged for equipment usage per your agreement with SEH.

Rates are subject to change.

Identifiable Reproduction and Reprographic Costs ^{(1) (2)}

Item	8½x11	11x17	Large Format	Per Item
Black/White Copy ⁽³⁾	0.07	0.24	0.95 + 0.50/sq. ft.	
Color Copy ⁽³⁾	0.46	1.02	0.95 + 2.55/sq. ft.	
Mylar			5.00	
CD Copy				3.00
Lamination	2.00	3.50	3.50/sq. ft.	
Laminated Foamcore – up to 30"x 42" – larger than 40"x 60"			40.00 75.00	
3-Ring Binder	<i>size</i>	1"	2"	3"
	<i>cost</i>	3.20	4.80	5.60
Machine Folding				0.02
Binding wire comb				3.60 3.20
Covers custom blank				0.15 0.03
Tabs (white)				0.20
Mailing/Processing				UPS or USPS rates

(1) prices include operator time

(2) prices denote single-sided printing

(3) standard stock, white paper used for pricing

Prices are subject to change and may not be accompanied by immediate notification.



Building a Better World
for All of Us®

SHORT ELLIOTT HENDRICKSON INC.

ATTACHMENT 3

**PROPOSED PROJECT SCHEDULE
CITY OF BOONE, IOWA
S MARION & W PARK PAVING PROJECT**

**PROPOSED IDOT BID DATE: February 14, 2023
SEH PROJECT NO. = TBD**



SCHEDULE MILESTONE	PROPOSED DATE/TIME	NOTES/COMMENTS
Authorization to Proceed	April 4, 2022	By Council approval of Engineering Agreement
Complete Topographic Survey & Field Recon, including ROW determination	April 22, 2022	
Prepare 30% Preliminary Plans	July 29, 2022	
Review 30% Preliminary Plans with City	August 5, 2022	In-person meeting at City Hall
Prepare 60% Preliminary Plans	September 2, 2022	
Review Check Plans with City	September 20, 2022	In-person meeting at City Hall
Submit Check Plans to IDOT	October 4, 2022	
ROW/Easement Acquisition Complete, if necessary	October 18, 2022	
Review Final Plans with City	November 1, 2022	In-person meeting at City Hall
Submit Final Plans to IDOT	November 15, 2022	
Bid Letting	February 14, 2023	Iowa DOT Letting
Construction Period	April 2023 to October 2023	Working Day Contract with a Late Start Date.

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2993
APPROVING WAGE ADJUSTMENTS FOR ED HIGGINS

WHEREAS, the average wage of employees, locally and throughout the State of Iowa, has significantly increased; and

WHEREAS, it is becoming more difficult to attract new employees and to retain current employees; and

WHEREAS, due to changes in the Building Official's Department, Ed Higgins has agreed to postpone his retirement.

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

Section 1: That the base salary for Ed Higgins shall be \$83,467.35 and shall take effect as of April 15, 2022.

PASSED THIS 4th day of April 2022.

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

BJ McGinn
Steven Ray
Terry Moorman

David Byrd
Linda Williamson

Elijah Stines
Cole Hilpipre

Mayor
City of Boone

Clerk
City of Boone

STATEMENT OF COUNCIL PROCEEDINGS

March 21, 2022 6:00 p.m.

The City Council of Boone, Iowa, met in regular session in the City Hall Council Chambers on March 21, 2022, at 6:00 p.m. with Mayor Slight presiding. The meeting was also available via Zoom. The following Council Members were present: Byrd, McGinn, Stines, Moorman, Hilpipre, Williamson, and Ray. Absent: none.

Moorman moved; Stines seconded to approve the agenda as presented. Ayes: McGinn, Stines, Moorman, Hilpipre, Williamson, Ray, Byrd. Nays: none.

Kevin Houston, Certified Public Accountant with Houston and Seeman P.C., presented Fiscal Year 2021 Audit. Houston noted that the audit is very compliant based, in addition, to reviewing the financials. Houston stated that everything went very well, other than, due to limited number of staff it prevents some of the oversight that they would like to see.

Mike Hammond, Executive Director of Boone County Chamber of Commerce, presented the benefits of becoming a Main Street Iowa community and requested that the Council authorize submitting a Letter of Support to start the process. The Council discussed with Hammond the process, the three (3) year financial obligation from the City and private investors, and the need to have downtown property and business owners' buy-in. Dan Culhane, President and Chief Executive Officer at Ames Economic Development Commission, addressed the Council in regards to his experience with the Main Street Iowa communities.

Williamson moved; Stines seconded to authorize the Mayor to execute a Letter of Intent for Main Street Iowa. Ayes: Stines, Moorman, Hilpipre, Williamson, Ray, Byrd, McGinn. Nays: none.

Skare advised that the Mid-Iowa Planning Alliance is a group that has formed an Economic Development District; and has the support of the State. Skare stated that Central Iowa has not had an Economic Development District in the past, resulting in missed financial opportunities from the Federal Government. Greg Piklapp, Director of Community and Economic Development Outreach at Ames Economic Development Commission, has agreed to be the appointee on the Mid-Iowa Planning Alliance Board of Directors. Having an Economic Development District benefits the City's relationship with Federal Agencies, access to disaster funds, provides support for our staff in regards to writing and administering grants, and creating a comprehensive economic development strategy. Membership dues are based on per capita, with our membership starting on April 1, 2022 and going through June 30, 2023.

Mayor Slight announced that this is the time and place for a public hearing on the consideration of the Fiscal Year 2023 Budget. Mayor Slight asked if there were any written comments; no written comments were presented. Mayor Slight asked if there were any public comments; no comments were made. Whereupon, the Mayor declared the hearing closed.

Skare updated the Council on the bids we received for the Water Treatment Plant Backwash Air Blower Replacement Project; stating that we received two (2) bids: Story County Construction for \$163,800.00 and Woodruff Construction, Inc. for 173,700.00. Short Elliott Hendrickson, Inc. has reviewed the low bid, and recommends awarding the contract to Story Construction Company.

Moorman moved; Ray seconded to award the contract for the Water Treatment Plant Backwash Air Blower Replacement Project to Story Construction Company in the amount not to exceed \$163,800.00. Ayes: Moorman, Hilpipre, Williamson, Ray, Byrd, McGinn, Stines. Nays: none.

Ray moved; Byrd seconded to approve the certified Civil Service List with the following names: Scott Hauptmann, Tony Hoover, and Tina Lair-Van Meter. Ayes: Hilpipre, Williamson, Ray, Byrd, McGinn, Stines, Moorman. Nays: none.

Chief Wiebold state that the Police Department is accepting applications until the end of March for the Citizens Police Academy and based on previous class's recommendation, classes have been moved to Wednesday evenings.

Ray moved; Hilpipre seconded to approve Resolution 2987 authorizing the execution of a 28E Agreement for the design, construction, and financing of a public road at the Early Elementary Education Center. Ayes: Williamson, Ray, Byrd, McGinn, Stines, Moorman, Hilpipre. Nays: none.

Skare recommended funding the City share of the Early Elementary Education Center road by using cash reserves in Water, Sewer, Road Use Tax, General Fund, and Local Option Sales Tax; by splitting the cost it would be \$150,000.00 out of each fund and would not require the City to go out for bond.

Moorman moved; Hilpipre seconded to approve the split of the cost for the Elementary Education Center road over the five (5) funding sources as recommend. Ayes: Ray, Byrd, McGinn, Stines, Moorman, Hilpipre, Williamson. Nays: none.

Skare presented Employers Mutual Casualty Company's (EMC) Liability, Workers' Compensation, and Cyber Security Insurance premium renewal.

Williamson moved; Byrd seconded to authorize the execution of an Amendment to the BJB Boone Family, LP. Option to Purchase Agreement, to change the expiration of the Option Period to May 15, 2022 and requires that the closing on the transaction occur on or before July 1, 2022. Ayes: Byrd, McGinn, Stines, Moorman, Hilpipre, Williamson, Ray. Nays: none.

Skare stated that staff is getting quotes on seeding 628 Story Street and if there are no objections, funds will come out of the Demolitions Budget. Council voiced no objections.

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

Stines moved; McGinn seconded to approve the following items on the Consent Agenda: 1) Minutes of previous meeting(s). 2) Bills payable. 3) Alcohol License renewal for Boone Valley Brewing located at 816 7th Street. 4) Resolution 2986 adopting the Fiscal Year 2023 Budget. 5) Resolution 2988 authorizing the execution of a Contract with Mid-Iowa Planning Alliance to be members of the Economic Development District and to submit payment for dues in the amounts of \$2,336.00. Ayes: McGinn, Stines, Moorman, Hilpipre, Williamson, Ray, and Byrd. Nays: none.

ACCO Unlimited	Pool Lights/Registration	1,714.52
Aflac	Payroll	15.75
Alliant Energy	Utilities	1,481.95
Alliant Energy	Utilities	15,394.23
Allstate Benefit Group	Payroll	269.20
Amazon Capital Services	Miscellaneous Supplies	486.81
Boone Fitness	Payroll	35.30
Arnold Motor Supply	Parts/Supplies	1,005.21
Arnold Motor Supply	Parts/Supplies	365.20
Bomgaars	Parts/Supplies	28.96
Boone Ace Hardware	Supplies	29.70
Boone Area Humane Society	Contract Services	6,739.01
Boone Bank & Trust Payroll	Payroll	300.00
Boone County Abstract	Ownership/Lien Report	125.00
Gatehouse DB-IA Holdings	Publications	486.71
Gatehouse DB-IA Holdings	Publications	696.50
Bradley Rholl	Reimbursement	19.00
Brekke & Mather	Repairs	398.00

C.J. Cooper & Associates	2022 Annual Query	150.00
CDS Global	Monthly Processing	1,992.25
CDS Global	Postage	2,054.57
CDS Global	Online Credit Card Processing	335.98
CenturyLink	Telephone	144.08
CenturyLink	Line Charges	595.81
Cintas Corporation	First Aid Refill	52.55
Collection Services Center	Payroll	362.69
Core & Main	Meters	11,699.62
Culligan Of Boone	Lab Testing Water	19.19
Ecolab Institutional	Pest Control	99.06
eGov Strategies	Annual Website License	1,750.00
Elder Corporation	628 Story Demolition	16,943.65
Hunter Lane	411 Medical	2,789.12
Two Rivers Insurance	Insurance Premiums	103,384.53
Fast Lane Auto Care	Parts	73.92
Strand Associates	Engineering	2,319.50
Galls Parent Holding	Vest	600.00
Garbage Guys	Waste Removal	32.00
Graymont Western Lime	Chemicals	5,880.53
Grimes Asphalt & Paving	Cold Mix	949.00
Hach Company	Chemicals	445.02
Hawkins Water Treatment Group	Chemicals	6,212.06
Tc2	Repairs	100.00
Houston & Seeman	FY 2021 Audit	6,200.00
Hull Plumbing And Heating	Installed Water Heater	1,231.16
Hy-Vee Food Store	Supplies	3.48
IA Association Of Professional Fire	Membership	100.00
IA Department Of Public Health	Pool Registration	140.00
IA Department Of Natural Resources	Permit	330.00
IA One Call	Locates	47.80
Infomax Office Systems	Printing Contract	816.50
IPERS	Payroll	13,156.31
J & M Displays	2022 Fireworks	13,500.00
Kallin Johnson Monument	Engraving Columbarium	600.00
Karri D Folks	Utility Billing Refund	71.42
Keystone Laboratories	Lab Tests	245.00
Kiesler's Police Supply	Training Ammunition	354.90
Kruck Plumbing & Heating	Repairs	4,667.74
Riverfront Broadcasting Of IA	Advertising/Contract	866.18
Legal & Liability Risk Management	Training	150.00
Martin Marietta Materials	Materials	1,110.29
Roger & Jane Martin	Fuel	10,540.58
McBride Landscaping & Lawn Care	Snow Removal	575.00
Members 1st Credit Union	Payroll	204.00
Menards-Ames	Materials	98.45
Mid-IA Planning Alliance	Dues	2,336.00
Mission Square Retirement	Payroll	1,824.35
Municipal Fire & Police Retirement	Payroll	26,890.67
Mutual Of Omaha	Payroll	426.40
NCL of Wisconsin	Filter/Chemicals	172.16
North Risk Partners	411 Medical	1,114.44
Nuso	SIP Lines	95.50
O'Halloran International	Filter	34.70
Ogden Telephone	Internet Service	64.95
Optum-UHC Flex	Payroll	230.00
Optum-UHC Flex	Payroll	315.05

Pitney Bowes	Postage Machine Lease	170.43
Portable Pro	Portable Toilet Service	275.00
PowerPlan	Part	22.08
Pritchard Bros Plumbing	Air Conditioning Re-install	927.00
Quick Oil	Propane	5,443.40
Reliant Gases	Chemicals	4,532.20
Richard O Grove	Reimbursement	20.98
Schumacher Elevator	Maintenance Agreement	2,324.74
Seth Janssen	Reimbursement	19.00
Short Elliott Hendrickson	Engineering	9,113.80
Sirchie Acquisition	Evidence Supplies	255.13
Staples	Supplies	35.86
State Hygienic Laboratory	Lab Testing	926.50
State Of IA	Payroll	6,638.00
Strategic Insights	CIP Software	775.00
Valerie Koeppen	Custodial Services	800.00
Total Choice Shipping	Shipping Charges	79.37
Treasurer/State of IA	Pool Tax	4.23
Cellco Partnership	Wireless Service	615.56
Vision Bank	Payroll	30,930.35
VisionBank Of IA	Credit Card Payment	683.98
Visu-Sewer Clean & Seal	Sanitary Sewer Lining	58,751.80
Walters Sanitary Service	Waste Removal	197.12
Walters Sanitary Service	Waste Removal	654.00
Winning Solutions	Online Application Hosting	522.00
Xerox Corporation	Copier Agreement	69.78
Jacob D Bless	Utility Deposit Refund	125.00
Amparo N Castaneda	Utility Deposit Refund	125.00
Joey L Frantzen	Utility Deposit Refund	125.00
Tiger Jung	Utility Deposit Refund	104.88
Jade R Kinne	Utility Deposit Refund	125.00
Steven J Larson	Utility Deposit Refund	125.00
Sandy Latuska	Utility Deposit Refund	125.00
Tyler C Lewis	Utility Deposit Refund	125.00
Gabrielle C Lusk	Utility Deposit Refund	125.00
Logan A MacRunnel	Utility Deposit Refund	125.00
Alex W Miller	Utility Deposit Refund	125.00
Mahala K Morain	Utility Deposit Refund	125.00
Karissa J Murphy	Utility Deposit Refund	125.00
Hope Scott	Utility Deposit Refund	75.00
Breyer Teaney	Utility Deposit Refund	125.00
Tyler C Tunning	Utility Deposit Refund	125.00
Mark A Vanpelt	Utility Deposit Refund	125.00
Dennis A Woline	Utility Deposit Refund	125.00
Wendy L Young	Utility Deposit Refund	125.00
Paid Report Total		404,181.40

Fund	Receipts	Disbursements
General	139,935.57	97,729.87
Special	122,867.18	2,291.31
Hotel/Motel	0.00	6,000.00
Road Use Tax	137,093.90	23,467.76
Debt Service	1,724.54	0.00
Water Utility	181,370.90	39,482.00
Sewer Utility	206,396.53	99,401.74
Family Resource Center	4,853.84	1,116.05
Capital Project	148,497.53	19,755.82

Storm Water Utility	25,915.52	2,688.29
Expendable Trust	8,312.75	80.58
Agency Account	17,011.30	112,167.98

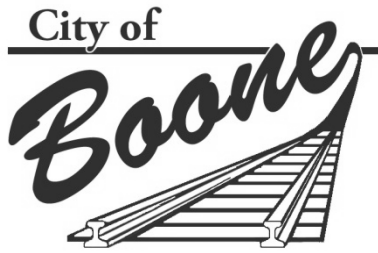
Williamson inquired on what is next for the future of 628 Story Street and suggested that they have a discussion on the topic. Mayor Slight stated that he is not interested in taking the wellness center back out to vote, and the only way we move forward is if we figure out how to pay for it. The Mayor directed Staff to put the item on the April 4, 2022 Council Agenda for further discussion.

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

ATTEST:

Ondrea Elmquist Clerk/Finance Officer

John Slight, Mayor



Public Safety and Transportation Committee

Date of Meeting: March 30, 2022

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: Ray, Byrd, and Hilpipre

Others present: Wiebold, Skare, Rouse, Elmquist, Turbes, Lage, and Ralph Harmon

2. Approve Minutes from January 26, 2022 Meeting.

Byrd moved; Hilpipre seconded to approve the minutes from the January 26, 2022 Public Safety Meeting. Ayes: all those in attendance.

3. Discuss Financial Reimbursement to Citizens if Mailbox is Damaged by City Equipment.

Ralph Harmon addressed the committee stating when a city snowplow came down his street the driver backed into his driveway and hit his mailbox. After the incident, he spoke with Skare as he felt the \$25.00 reimbursement fee is insufficient and does not cover a third of the cost. His original mailbox was \$65.00; he went to Menard's for the replacement and the cheapest mailbox he found was \$60.00 plus the cost of a 4x4 post, it came to almost \$82.00 plus his time for installation. Rouse and Skare agreed the replacement fee needs to be increased with Rouse's recommendation being \$100.00. On average, there are eight (8) claims per season and currently, the City has two (2) pending claims. Ray moved; Hilpipre seconded to direct staff to prepare a resolution for Council increasing the reimbursement fee from \$25.00 to \$100.00; and grandfathering in the two pending claims to receive the full \$100.00 reimbursement. Ayes: all those in attendance.

4. Street Closure Application for Boone County Fair – Ashley Fitzgerald, Boone County Fair Board.

Ashley Fitzgerald, on behalf of, the Boone County Fair Board submitted a request to close Argo Street from Industrial Park Road to 9th Street during the fair due to high foot traffic in the area. Ray moved; Byrd seconded to approve the Street Closure Application

for Argo Street from Industrial Park Road to 9th Street during the Boone County Fair starting July 11, 2022 through July 18, 2022. Ayes: all those in attendance.

5. Parade Permit Application for the Boone County Fair Parade, July 14, 2022 – Ashley Fitzgerald, Boone County Fair Board.

Ashely Fitzgerald, on behalf of, the Boone County Fair Board submitted a Parade Application and route for the Boone County Fair Parade on July 14, 2022 from 5:30 p.m. to 6:30 p.m. Byrd moved; Hilpipre seconded to approve the Parade Application and route. Ayes: all those in attendance.

6. Other Business.

Skare presented a second Street Closure Application from the Farmers' Market to close Story from 8th Street to 9th Street for events on June 2, July 7, and August 4, 2022 from 3:00 p.m. to 7:00 p.m. Ray commented he is not comfortable moving forward with approval until additional information is received from Kris Blocker regarding the plans for First Friday Events at the Greenspace.

7. Adjourn.

4:44 p.m.

RECORD OF COUNCIL APPROVED BILLS

Williamson

April 4, 2022

<u>DATE</u>	<u>AMOUNT</u>
Airport Bills	68,831.42
Library Bills	14,211.87
Park Bills	
Manuals/Util Bills/Misc Total	31,860.48
Voided checks	
Council Bills Total	559,591.16
Payroll Wages (04/01/2022)	96,044.80
Payroll Vendor Checks (04/01/2022)	80,693.45
TOTAL EXPENDITURES	<u>\$ 851,233.18</u>

Signed By _____

Date _____

CLAIMS REPORT

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
04052022	ABIGAIL LUMLEY	BAND SERVICE		129.03		
31283103	ACCESS SYSTEMS LEASING	PRINTING CONTRACT-PD		164.97		
04052022	ALICIA OLSEN	BAND SERVICE		182.80		
04052022A	ALLIANT ENERGY	UTILITIES-STREET LIGHTS	556.60			
04052022B	ALLIANT ENERGY	UTILITIES-TRAFFIC LIGHTS	1,368.66			
04052022C	ALLIANT ENERGY	UTILITIES-SIRENS	513.92			
04052022D	ALLIANT ENERGY	UTILITIES-TRAFFIC LIGHTS	10,745.94	13,185.12		
136K-1NJV-7HFH	AMAZON CAPITAL SERVICES INC	TAB DIVIDERS	153.53			
17JN-C14H-46DF	AMAZON CAPITAL SERVICES INC	STEP STRAP-ENGINE 65	40.92			
1LWN-FWH9-RCF1	AMAZON CAPITAL SERVICES INC	TRAILER WINCH/PRIVACY SCREEN	131.22	325.67		
04052022	ANGIE DILL	BAND SERVICE		193.55		
04052022	APRIL BURCH	BAND SERVICE		193.55		
08NV105348	ARNOLD MOTOR SUPPLY	OIL/AIR FILTERS-STREET SWEEPER	71.39			
08NV105662	ARNOLD MOTOR SUPPLY	TAPE/PANEL PROTECTOR	17.49			
08NV106130	ARNOLD MOTOR SUPPLY	ANTIFREEZE QTY 6	82.02			
08NV106377	ARNOLD MOTOR SUPPLY	OIL FILTER-WATER METER VAN	3.03			
08NV107050	ARNOLD MOTOR SUPPLY	HEX SCREW	8.58			
08NV107325	ARNOLD MOTOR SUPPLY	SPARK PLUG-LEAF BLOWER	4.13			
08NV107744	ARNOLD MOTOR SUPPLY	DEF-ENGINE 65	45.38	232.02		
3067	BOEHM INSURANCE AGENCY INC	WORK COMP/ADMIN		486,205.00		
85393217	BOMGAARS	FASTNERS/FLAT BAR-REPAIRS	22.69			
85393446	BOMGAARS	BULK BOLTS	22.58			
85396536	BOMGAARS	BOOT/GLOVER DRYER	29.99			
85397056	BOMGAARS	TORDON-SPRAYING ROW	31.98	107.24		
70659	BOONE ACE HARDWARE	PARTS-REPAIRS AT PD	257.72			
70707	BOONE ACE HARDWARE	LIQUID NAILS	3.59			
70730	BOONE ACE HARDWARE	CABLETIE/HOSE/TIMER	84.97			
70733	BOONE ACE HARDWARE	FILTERS/BALLASTS/BATTERIES	64.15			
70808	BOONE ACE HARDWARE	HOSE-PW SHOP	41.99	452.42		
55860	BOONE CHAMBER OF COMMERCE	ANNUAL MEETING TICKETS		25.00		
04052022	BOONE COUNTY LANDFILL	FY 2022 ASSESSMENT-APRIL		5,275.38		
04052022A	BOONE DAY BREAKERS KIWANIS	JAN-MARCH 2022 DUES-ADAMS	85.00			
04052022B	BOONE DAY BREAKERS KIWANIS	JAN-MARCH 2022 DUES-SKARE	85.00	170.00		
04052022	BRAEDEN WEYHRICH	BAND SERVICE		139.78		
04052022	BRENDA A BABBITT	BAND SERVICE		537.61		
118024	BROWN SUPPLY CO	MATERIALS-SEWER PIPE REPAIR	201.46			
118200	BROWN SUPPLY CO	MATERIALS-STORM SEWER REPAIRS	5,943.84	6,145.30		
591404	BRUCE BENNETT	DRYWALL REPAIRS-PD		492.00		
04052022	BRYAN WILLER	BAND SERVICE		193.55		
04052022	CECIL STANLEY	BAND SERVICE		129.03		
23981	CHASE SIGNS & GRAPHICS INC	BANNER/TABLE THROWS-RECRUIT		418.10		
04052022	CHELSEA TRUCKENMILLER	BAND SERVICE		516.11		
12426	CHEM-SULT INC	CHEMICALS		7,084.00		
5099720262	CINTAS CORPORATION	FIRST AID REFILL-PW		160.02		
04052022	CITY OF BOONE	UTILITIES-FRC		435.87		
04052022	CODY IHNEN	BAND SERVICE		193.55		
61821	CONLEY'S TRUCKING, INC.	STAND LOCK PIN KIT		16.36		
04052022	CONNIE SESKER	LEAK PROTECTION CLAIM		440.38		
04052022	DALE SCHOENING	BAND SERVICE		182.80		
04052022	DAN SPRENGELER	BAND SERVICE		172.04		
04052022	DEPT OF INSPECTIONS & APPEALS	FOOD SERVICE LICENSE		150.00		
220124	E5 GROUP LLC	REPROGRAM LINES-PD		175.00		
S9410198.001	ECHO GROUP INC	LIGHTS/BALLASTS-WATER PLANT		120.96		
466331	HUNTER LANE, LLC	411 PRESCRIPTIONS		1,706.59		

Open Bills

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
21-44989	ELMQUIST BP INC	TOW-DUMPTRUCK		558.00		
04052022	EMMA RUNESTAD	BAND SERVICE		193.55		
04052022	ERICA HEROLD	BAND SERVICE		365.59		
04052022	ERIN MALLOY	BAND SERVICE		193.55		
04052022	ETHAN DEN BESTE	TOBACCO SALES		140.00		
0EGU	COX TIRES INC	OIL CHANGE-ATTACK 68	48.00			
M63T	COX TIRES INC	OIL CHANGE-TAHOE	43.25			
QFE8	COX TIRES INC	REPAIRS-WATER PUMP/THERMOSTAT	940.00	1,031.25		
0023644-IN	FAST LANE AUTO CARE	WASH/WAX-FD STATION SUPPLIES		189.75		
04052022	GINA RYAN	BAND SERVICE		182.80		
12931071	HACH COMPANY	CHEMICALS	309.09			
12933827	HACH COMPANY	CHEMICALS	180.49			
12942829	HACH COMPANY	CHEMICALS	221.06			
12949404	HACH COMPANY	CHEMICALS	85.01	795.65		
6143662	HAWKINS WATER TREATMENT GROUP	CHEMICALS		433.33		
CI-0008237	IOWA DEPT TRANSPORTATION	SIGN POSTS-STREET SIGNS		833.50		
04052022	IOWA FIRE CHIEFS ASSOC	DUES-ADAMS		25.00		
04052022	IOWA RURAL WATER ASSN	2022 MEMBERSHIP DUES		375.00		
04052022	JACIE OMMEN SIMON	BAND SERVICE		161.29		
04052022	JANELL BLOEM	BAND SERVICE		172.04		
04052022	JASMINE MOBLEY	BAND SERVICE		182.80		
04052022	JILL LUTZ	BAND SERVICE		172.04		
04052022	JIM BECKWITH	BAND SERVICE		129.03		
04052022	JIM DEHOET	BAND SERVICE		193.55		
04052022	JODY MALLOY	BAND SERVICE		193.55		
04052022	JOHN MAYSE	REIMB-TRAINING MEALS		32.91		
04052022	JONAH TIBBITS	BAND SERVICE		182.80		
04052022	KELSI RAE PAPESH	BAND SERVICE		193.55		
IN186592	KIESLER'S POLICE SUPPLY	AMMO-TRAINING		689.40		
04052022	KYLE KAIN	BAND SERVICE		182.80		
04052022	LAURI BOUK	BAND SERVICE		193.55		
04052022	LOWELL DAVIS	BAND SERVICE		118.28		
04052022	MARK ASTELFORD	BAND SERVICE		161.29		
04052022	MARY NEUMAYER	BAND SERVICE		182.80		
04052022	MATT LUMLEY	BAND SERVICE		118.28		
04052022	MATT MUESSIGMANN	BAND SERVICE		161.29		
2022-014	ANDREW LYNN MCGILL	COMPUTER SERVICE CONTRACT	1,000.00			
2022-015	ANDREW LYNN MCGILL	COMPUTER CONTRACT SERVICES-PD	350.00	1,350.00		
04052022	MIDLAND POWER COOPERATIVE	UTILITIES-SLUDGE BUNKER		31.53		
IN1653615	MUNICIPAL EMERGENCY SERVICES	CALIBRATION GAS-HAZMAT MONITOR		286.34		
1339952475	MUTUAL OF OMAHA	BASIC LIFE/AD&D PREM-ADMIN		224.46		
04052022	NATHAN LUMLEY	BAND SERVICE		139.78		
04052022	NICHOLAS RUNESTAD	BAND SERVICE		193.55		
269999	OPENCOM	INTERNET SERVICE-CEM	85.95			
270002	OPENCOM	INTERNET SERVICE-ww	50.95	136.90		
34894	PRITCHARD BROS PLUMBING	HEATER REPAIRS-WATER	298.88			
34910	PRITCHARD BROS PLUMBING	HEATER INSTALLATION-WATER	2,280.00	2,578.88		
131276	PROTEX CENTRAL INC	ANNUAL ALARM MONITORING		480.00		
10044	R & W POWER	GAS-SAWS		31.98		
04052022	RESERVE ACCOUNT	POSTAGE REFILL		1,500.00		
04052022	RICK KAUFMAN	BAND SERVICE		182.80		
04052022	ROSE KUNDEL	BAND SERVICE		182.80		
15319	ROSS CHEMICAL SYSTEMS INC	SOAP		68.45		
04052022	SECRETARY OF STATE	NOTARY-LAGE		30.00		

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
422099	SHORT ELLIOTT HENDRICKSON INC	S MAIN WATER MAIN DESIGN	2,080.00			
422100	SHORT ELLIOTT HENDRICKSON INC	WTP SAFETY PRJ DESIGN/BIDDING	2,200.00			
422101	SHORT ELLIOTT HENDRICKSON INC	BACKWASH BLOWER DESIGN/BIDDING	7,650.00	11,930.00		
3501842651	STAPLES INC	OFFICE SUPPLIES	130.18			
3502316412	STAPLES INC	BUSINESS CARDS-WILLIAMSON	14.07	144.25		
04052022	STEVE WEIGEL	BAND SERVICE		193.55		
04052022	SUSAN FREEMAN	BAND SERVICE		182.80		
04052022	TAMMY KAUFMAN	BAND SERVICE		182.80		
04052022	TARA ANDERSON	BAND SERVICE		182.80		
522535	TOM WALTERS COMPANY	WASTE REMOVAL-PD-JAN		16.00		
04052022	TONY KOOIMA	BAND SERVICE		161.29		
108127-01	UNIFORM DEN INC	SGT BADGE-ROSE		171.92		
9901447640	CELLCO PARTNERSHIP	WIRELESS SERVICES-BLDG	1,649.05			
9901852654	CELLCO PARTNERSHIP	WIRELESS SERVICES-FIRE	208.56	1,857.61		
8807848284	VWR INTERNATIONAL INC	GLASS FIBER FILTER-WW		28.94		
130920	CAPITAL ONE	WATER-WW TESTING	4.32			
506172	CAPITAL ONE	BATTERY BACKUPS QTY 2	91.76			
844751	CAPITAL ONE	PHONE CASE-ROUSE	63.88	159.96		
04052022	WINDSTREAM	PHONE SERVICE-ADMIN		1,972.75		
				<u>=====</u>		
Accounts Payable Total				559,591.16		

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
45 ALLIANT ENERGY							
04052022A	1	110	4/05/2022	UTILITIES-STREET LIGHTS	171.53	110-230-6371	STREET LIGHTING
04052022A	2	001	4/05/2022	UTILITIES-SIRENS CRAWFORD ST CNR 19TH	21.78	001-620-6371	UTILITIES/SIRENS/CIVIL DF
04052022A	3	610	4/05/2022	UTILITIES-SEWER 1494 220TH ST LIFT STATION	363.29	610-816-6371	UTILITIES
** TOTAL **					556.60	.00	556.60
04052022B	1	110	4/05/2022	UTILITIES-TRAFFIC LIGHTS	214.95	110-240-6371	TRAFFIC UTILITIES
04052022B	2	001	4/05/2022	UTILITIES-POOL	321.48	001-435-6371	UTILITIES
04052022B	3	610	4/05/2022	UTILITIES-SEWER	293.89	610-816-6371	UTILITIES
04052022B	4	001	4/05/2022	UTILITIES-CEMETERY	538.34	001-450-6371	UTILITIES
** TOTAL **					1,368.66	.00	1,368.66
04052022C	1	001	4/05/2022	UTILITIES-SIRENS	47.14	001-620-6371	UTILITIES/SIRENS/CIVIL DF
04052022C	2	600	4/05/2022	UTILITIES-WATER	184.93	600-811-6371	UTILITIES
04052022C	3	610	4/05/2022	UTILITIES-SEWER	281.85	610-816-6371	UTILITIES
** TOTAL **					513.92	.00	513.92
04052022D	1	110	4/05/2022	UTILITIES-TRAFFIC LIGHTS	85.26	110-240-6371	TRAFFIC UTILITIES
04052022D	2	110	4/05/2022	UTILITIES-STREET LIGHTS	11.29	110-230-6371	STREET LIGHTING
04052022D	3	001	4/05/2022	UTILITIES-SIRENS	55.36	001-620-6371	UTILITIES/SIRENS/CIVIL DF
04052022D	4	600	4/05/2022	UTILITIES-WATER	333.07	600-811-6371	UTILITIES
04052022D	5	610	4/05/2022	UTILITIES-SEWER	7,286.77	610-816-6371	UTILITIES
04052022D	6	730	4/05/2022	UTILITIES-FRC	2,974.19	730-899-6371	UTILITIES/FAMILY RESOURCE
** TOTAL **					10,745.94	.00	10,745.94
** VENDOR TOTAL **					13,185.12	.00	13,185.12
86 ARNOLD MOTOR SUPPLY							
08NV105348	1	110	4/05/2022	OIL/AIR FILTERS-STREET SWEEPER	71.39	110-210-6350	REPAIRS-EQUIP/MECHANIC
08NV105662	1	110	4/05/2022	TAPE/PANEL PROTECTOR	17.49	110-210-6350	REPAIRS-EQUIP/MECHANIC
08NV106130	1	110	4/05/2022	ANTIFREEZE QTY 6	82.02	110-210-6599	SUPPLIES
08NV106377	1	110	4/05/2022	OIL FILTER-WATER METER VAN	3.03	110-210-6350	REPAIRS-EQUIP/MECHANIC
08NV107050	1	600	4/05/2022	HEX SCREW	8.58	600-811-6350	REPAIRS
08NV107325	1	110	4/05/2022	SPARK PLUG-LEAF BLOWER	4.13	110-210-6350	REPAIRS-EQUIP/MECHANIC
08NV107744	1	001	4/05/2022	DEF-ENGINE 65	45.38	001-150-6331	GAS & OIL
** VENDOR TOTAL **					232.02	.00	232.02
169 BOONE COUNTY LANDFILL							
04052022	1	004	4/05/2022	FY 2022 ASSESSMENT-APRIL	5,275.38	004-290-6499	LANDFILL SERVICES
** VENDOR TOTAL **					5,275.38	.00	5,275.38

184 BOEHM INSURANCE AGENCY IN

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
184 BOEHM INSURANCE AGENCY IN							
3067	1	113	4/05/2022	WORK COMP/ADMIN	12,813.00	113-620-6160	WORK COMP INS/ADMIN
3067	2	113	4/05/2022	WORK COMP/FIRE	39,840.00	113-150-6160	WORK COMP INS/FIRE
3067	3	113	4/05/2022	WORK COMP/RUT	21,622.00	113-210-6160	WORK COMP INS/RUT
3067	4	600	4/05/2022	WORK COMP/WATER	7,507.50	600-810-6160	WORKER COMP INS
3067	5	610	4/05/2022	WORK COMP/SEWER	7,507.50	610-815-6160	WORKER COMP INS
3067	6	113	4/05/2022	WORK COMP/LIBRARY	300.00	113-410-6160	WORK COMP INS/LIBRARY
3067	7	113	4/05/2022	WORK COMP/PARK	5,706.00	113-430-6160	WORK COMP INS/PARK
3067	8	113	4/05/2022	WORK COMP/CEMETERY	3,804.00	113-450-6160	WORK COMP INS/CEMETERY
3067	9	113	4/05/2022	WORK COMP/POLICE	1,001.00	113-110-6160	WORK COMP INS/POLICE
3067	10	001	4/05/2022	CYBER SECURITY PREMIUM	7,300.00	001-620-6408	INSURANCE/LIABILITY
3067	11	001	4/05/2022	LIABILITY INSURANCE PREMIUM	224,448.00	001-620-6408	INSURANCE/LIABILITY
3067	12	110	4/05/2022	LIABILITY INSURANCE PREMIUM	25,308.00	110-211-6408	INSURANCE/LIABILITY
3067	13	600	4/05/2022	LIABILITY INSURANCE PREMIUM	60,446.50	600-810-6408	INSURANCE/LIABILITY
3067	14	610	4/05/2022	LIABILITY INSURANCE PREMIUM	60,446.50	610-815-6408	INSURANCE/LIABILITY
3067	15	730	4/05/2022	LIABILITY INSURANCE PREMIUM	8,155.00	730-899-6408	LIABILITY INSURANCE
** TOTAL **					486,205.00	.00	486,205.00
** VENDOR TOTAL **					486,205.00	.00	486,205.00
256 BROWN SUPPLY COMPANY							
118024	1	610	4/05/2022	MATERIALS-SEWER PIPE REPAIR 1213 STORY ST	201.46	610-817-6399	SEWER CLEANING/REPAIRS
118200	1	740	4/05/2022	MATERIALS-STORM SEWER REPAIRS	5,943.84	740-865-6324	DRAINAGE IMPROVEMENTS
** VENDOR TOTAL **					6,145.30	.00	6,145.30
320 BOONE CHAMBER OF COMMERCE							
55860	1	001	4/05/2022	ANNUAL MEETING TICKETS	25.00	001-520-6651	ECONOMIC DEVELOPMENT
** VENDOR TOTAL **					25.00	.00	25.00
479 CITY OF BOONE							
04052022	1	730	4/05/2022	UTILITIES-FRC	435.87	730-899-6371	UTILITIES/FAMILY RESOURCE
** VENDOR TOTAL **					435.87	.00	435.87
595 HAWKINS WATER TREATMENT G							
6143662	1	610	4/05/2022	CHEMICALS	433.33	610-816-6501	CHEMICALS
** VENDOR TOTAL **					433.33	.00	433.33
702 HACH COMPANY							
12931071	1	600	4/05/2022	CHEMICALS	309.09	600-811-6501	CHEMICALS
12933827	1	600	4/05/2022	CHEMICALS	180.49	600-811-6501	CHEMICALS
12942829	1	600	4/05/2022	CHEMICALS	221.06	600-811-6501	CHEMICALS
12949404	1	610	4/05/2022	CHEMICALS	85.01	610-816-6501	CHEMICALS
** VENDOR TOTAL **					795.65	.00	795.65

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
CI-0008237	1	110	4/05/2022	848 IA DEPT OF TRANSPORTATION SIGN POSTS-STREET SIGNS	833.50	110-210-6509	SIGNS/POSTS/SIGNALS
				** VENDOR TOTAL **	833.50	.00	833.50
04052022	1	001	4/05/2022	850 IA FIRE CHIEFS ASSOC DUES-ADAMS	25.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
				** VENDOR TOTAL **	25.00	.00	25.00
04052022	1	600	4/05/2022	911 IA RURAL WATER ASSOC 2022 MEMBERSHIP DUES	375.00	600-812-6240	TRAVEL/CONFERENCE EXPENSE
				** VENDOR TOTAL **	375.00	.00	375.00
2022-014	1	001	4/05/2022	1194 MCGILL COMPUTER SERVICES COMPUTER SERVICE CONTRACT	250.00	001-620-6419	COMPUTER UPDATE/TRAINING
2022-014	2	600	4/05/2022	COMPUTER SERVICE CONTRACT	250.00	600-810-6419	COMPUTER UPDATE
2022-014	3	610	4/05/2022	COMPUTER SERVICE CONTRACT	250.00	610-815-6419	COMPUTER UPDATE
2022-014	4	110	4/05/2022	COMPUTER SERVICE CONTRACT	250.00	110-211-6599	COMPUTER UPDATES
				** TOTAL **	1,000.00	.00	1,000.00
2022-015	1	001	4/05/2022	COMPUTER CONTRACT SERVICES-PD	350.00	001-110-6419	SERVICES & COMPUTER SUPPORT
				** VENDOR TOTAL **	1,350.00	.00	1,350.00
04052022	1	610	4/05/2022	1234 MIDLAND POWER COOPERATIVE UTILITIES-SLUDGE BUNKER	31.53	610-816-6379	LANDFILL/SLUDGE
				** VENDOR TOTAL **	31.53	.00	31.53
34894	1	600	4/05/2022	1440 PRITCHARD BROS PLUMBING HEATER REPAIRS-WATER	298.88	600-811-6350	REPAIRS
34910	1	600	4/05/2022	HEATER INSTALLATION-WATER	2,280.00	600-811-6350	REPAIRS
				** VENDOR TOTAL **	2,578.88	.00	2,578.88
10044	1	001	4/05/2022	1552 R & W POWER GAS-SAWS	31.98	001-150-6331	GAS & OIL
				** VENDOR TOTAL **	31.98	.00	31.98
04052022	1	001	4/05/2022	1591 SECRETARY OF STATE NOTARY-LAGE	30.00	001-620-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	30.00	.00	30.00
108127-01	1	001	4/05/2022	1787 UNIFORM DEN INC SGT BADGE-ROSE	171.92	001-110-6599	POLICE EQUIP/SUPPLIES
				** VENDOR TOTAL **	171.92	.00	171.92
				1822 VERIZON WIRELESS			

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
1822 VERIZON WIRELESS							
9901447640	1	001	4/05/2022	WIRELESS SERVICES-BLDG	165.30	001-170-6373	TELEPHONE
9901447640	2	001	4/05/2022	WIRELESS SERVICES-ADMIN	137.40	001-620-6373	TELEPHONE
9901447640	3	600	4/05/2022	WIRELESS SERVICES-WATER	40.01	600-811-6373	TELEPHONE
9901447640	4	001	4/05/2022	WIRELESS SERVICES-PARK	93.72	001-430-6373	TELEPHONE
9901447640	5	001	4/05/2022	WIRELESS SERVICES-CEM	30.02	001-450-6373	TELEPHONE
9901447640	6	610	4/05/2022	WIRELESS SERVICES-SEWER	67.68	610-816-6373	TELEPHONE
9901447640	7	110	4/05/2022	WIRELESS SERVICES-PW	401.23	110-211-6373	TELEPHONE
9901447640	8	001	4/05/2022	WIRELESS SERVICES-LIBRARY	63.70	001-410-6373	TELEPHONE
9901447640	9	001	4/05/2022	WIRELESS SERVICES-EQUIP	162.50	001-430-6373	TELEPHONE
9901447640	10	110	4/05/2022	WIRELESS SERVICES-EQUIP	162.49	110-211-6373	TELEPHONE
9901447640	11	600	4/05/2022	WIRELESS SERVICES-EQUIP	162.50	600-812-6504	EQUIPMENT
9901447640	12	610	4/05/2022	WIRELESS SERVICES-EQUIP	162.50	610-817-6505	EQUIPMENT
** TOTAL **					1,649.05	.00	1,649.05
1839 VWR INTERNATIONAL							
9901852654	1	001	4/05/2022	WIRELESS SERVICES-FIRE	167.09	001-150-6373	TELEPHONE,RADIO REPAIR
9901852654	2	001	4/05/2022	WIRELESS SERVICES-RENTAL	41.47	001-180-6373	TELEPHONE,RADIO,PAGERS
** TOTAL **					208.56	.00	208.56
** VENDOR TOTAL **					1,857.61	.00	1,857.61
1847 TOM WALTERS COMPANY							
8807848284	1	610	4/05/2022	GLASS FIBER FILTER-WW	28.94	610-816-6501	CHEMICALS
** VENDOR TOTAL **					28.94	.00	28.94
1940 JOHN MAYSE							
522535	1	001	4/05/2022	WASTE REMOVAL-PD-JAN	16.00	001-110-6399	BUILDING MAINT/REPAIR
** VENDOR TOTAL **					16.00	.00	16.00
2088 MUNICIPAL EMERGENCY SERVI							
04052022	1	001	4/05/2022	REIMB-TRAINING MEALS	32.91	001-110-6240	TRAVEL/CONF/TRAINING EXP
** VENDOR TOTAL **					32.91	.00	32.91
2160 OPENCOM							
IN1653615	1	001	4/05/2022	CALIBRATION GAS-HAZMAT MONITOR	286.34	001-150-6332	REPAIRS
** VENDOR TOTAL **					286.34	.00	286.34
2160 OPENCOM							
269999	1	001	4/05/2022	INTERNET SERVICE-CEM	85.95	001-450-6373	TELEPHONE
270002	1	610	4/05/2022	INTERNET SERVICE-WW	50.95	610-816-6373	TELEPHONE
** VENDOR TOTAL **					136.90	.00	136.90
2489 CONLEYS TRUCKING INC							
61821	1	600	4/05/2022	STAND LOCK PIN KIT	16.36	600-811-6350	REPAIRS
** VENDOR TOTAL **					16.36	.00	16.36
2492 PROTEX CENTRAL INC							

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
				2492 PROTEX CENTRAL INC			
131276	1	730	4/05/2022	ANNUAL ALARM MONITORING	480.00	730-899-6499	SERVICES
				** VENDOR TOTAL **	480.00	.00	480.00
				2669 DEPT OF INSPECTIONS & APP			
04052022	1	001	4/05/2022	FOOD SERVICE LICENSE	150.00	001-435-6503	POOL CONCESSION SUPPLIES
				** VENDOR TOTAL **	150.00	.00	150.00
				2706 BOONE ACE HARDWARE			
70659	1	001	4/05/2022	PARTS-REPAIRS AT PD	257.72	001-110-6399	BUILDING MAINT/REPAIR
70707	1	001	4/05/2022	LIQUID NAILS	3.59	001-110-6399	BUILDING MAINT/REPAIR
70730	1	610	4/05/2022	CABLETIE/HOSE/TIMER	84.97	610-816-6350	REPAIRS
70733	1	730	4/05/2022	FILTERS/BALLASTS/BATTERIES	64.15	730-899-6399	FRC-REPAIRS
70808	1	110	4/05/2022	HOSE-PW SHOP	41.99	110-210-6599	SUPPLIES
				** VENDOR TOTAL **	452.42	.00	452.42
				2771 CHEM-SULT INC			
12426	1	610	4/05/2022	CHEMICALS	7,084.00	610-816-6501	CHEMICALS
				** VENDOR TOTAL **	7,084.00	.00	7,084.00
				2887 BOONE DAY BREAKERS KIWANI			
04052022A	1	001	4/05/2022	JAN-MARCH 2022 DUES-ADAMS	85.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
04052022B	1	001	4/05/2022	JAN-MARCH 2022 DUES-SKARE	85.00	001-520-6240	CONF/CAR ALLOW
				** VENDOR TOTAL **	170.00	.00	170.00
				3214 ACCESS SYSTEMS LEASING			
31283103	1	001	4/05/2022	PRINTING CONTRACT-PD	164.97	001-110-6419	SERVICES & COMPUTER SUPPORT
				** VENDOR TOTAL **	164.97	.00	164.97
				3283 WINDSTREAM			
04052022	1	001	4/05/2022	PHONE SERVICE-ADMIN	131.88	001-620-6373	TELEPHONE
04052022	2	600	4/05/2022	PHONE SERVICE-ADMIN	131.88	600-811-6373	TELEPHONE
04052022	3	610	4/05/2022	PHONE SERVICE-ADMIN	131.88	610-816-6373	TELEPHONE
04052022	4	110	4/05/2022	PHONE SERVICE-ADMIN	131.88	110-211-6373	TELEPHONE
04052022	5	001	4/05/2022	PHONE SERVICE-BLDG	48.00	001-170-6373	TELEPHONE
04052022	6	001	4/05/2022	PHONE SERVICE-CEM	54.69	001-450-6373	TELEPHONE
04052022	7	001	4/05/2022	PHONE SERVICE-FD	88.72	001-150-6373	TELEPHONE,RADIO REPAIR
04052022	8	001	4/05/2022	PHONE SERVICE-LIB	194.16	001-410-6373	TELEPHONE
04052022	9	001	4/05/2022	PHONE SERVICE-PARK	95.99	001-430-6373	TELEPHONE
04052022	10	001	4/05/2022	PHONE SERVICE-PD	304.13	001-110-6373	TELEPHONE
04052022	11	001	4/05/2022	PHONE SERVICE-POOL	48.00	001-435-6373	TELEPHONE

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
3283 WINDSTREAM							
04052022	12	110	4/05/2022	PHONE SERVICE-PW	235.09	110-211-6373	TELEPHONE
04052022	13	610	4/05/2022	PHONE SERVICE-SEWER	171.41	610-816-6373	TELEPHONE
04052022	14	600	4/05/2022	PHONE SERVICE-WATER	157.03	600-811-6373	TELEPHONE
04052022	15	001	4/05/2022	PHONE SERVICE-ENG	12.00	001-620-6373	TELEPHONE
04052022	16	600	4/05/2022	PHONE SERVICE-ENG	12.00	600-811-6373	TELEPHONE
04052022	17	610	4/05/2022	PHONE SERVICE-ENG	12.00	610-816-6373	TELEPHONE
04052022	18	110	4/05/2022	PHONE SERVICE-ENG	12.01	110-211-6373	TELEPHONE
** TOTAL **					1,972.75	.00	1,972.75
** VENDOR TOTAL **					1,972.75	.00	1,972.75
3455 E5 GROUP LLC							
220124	1	001	4/05/2022	REPROGRAM LINES-PD	175.00	001-110-6419	SERVICES & COMPUTER SUPPORT
** VENDOR TOTAL **					175.00	.00	175.00
3472 RESERVE ACCOUNT							
04052022	1	001	4/05/2022	POSTAGE REFILL	60.00	001-620-6508	POSTAGE
04052022	2	001	4/05/2022	POSTAGE REFILL	165.00	001-110-6508	POSTAGE
04052022	3	001	4/05/2022	POSTAGE REFILL	60.00	001-430-6508	POSTAGE
04052022	4	001	4/05/2022	POSTAGE REFILL	15.00	001-150-6508	POSTAGE
04052022	5	001	4/05/2022	POSTAGE REFILL	75.00	001-410-6508	POSTAGE
04052022	6	001	4/05/2022	POSTAGE REFILL	105.00	001-170-6508	POSTAGE
04052022	7	001	4/05/2022	POSTAGE REFILL	15.00	001-280-6508	POSTAGE
04052022	8	600	4/05/2022	POSTAGE REFILL	345.00	600-810-6508	POSTAGE
04052022	9	001	4/05/2022	POSTAGE REFILL	90.00	001-180-6508	POSTAGE
04052022	10	001	4/05/2022	POSTAGE REFILL	15.00	001-450-6508	POSTAGE
04052022	11	610	4/05/2022	POSTAGE REFILL	345.00	610-815-6508	POSTAGE
04052022	12	001	4/05/2022	POSTAGE REFILL	15.00	001-240-6508	POSTAGE
04052022	13	110	4/05/2022	POSTAGE REFILL	195.00	110-211-6508	POSTAGE
** TOTAL **					1,500.00	.00	1,500.00
** VENDOR TOTAL **					1,500.00	.00	1,500.00
3476 MUTUAL OF OMAHA							
1339952475	1	113	4/05/2022	BASIC LIFE/AD&D PREM-ADMIN	24.78	113-620-6151	DENTAL PAYMENTS
1339952475	2	113	4/05/2022	BASIC LIFE/AD&D PREM-BLDG	12.39	113-170-6151	DENTAL INSURANCE/BLDG OFFL
1339952475	3	113	4/05/2022	BASIC LIFE/AD&D PREM-RUT	53.69	113-210-6151	DENTAL INSURANCE/RUT
1339952475	4	113	4/05/2022	BASIC LIFE/AD&D PREM-PD	74.34	113-110-6151	DENTAL INSURANCE/POLICE
1339952475	5	113	4/05/2022	BASIC LIFE/AD&D PREM-FD	33.04	113-150-6151	DENTAL INSURANCE/FIRE
1339952475	6	113	4/05/2022	BASIC LIFE/AD&D PREM-PARK	16.52	113-430-6151	DENTAL INSURANCE/PARKS
1339952475	7	113	4/05/2022	BASIC LIFE/AD&D PREM-CEM	4.13	113-450-6151	DENTAL INSURANCE/CEMETERY
1339952475	8	600	4/05/2022	BASIC LIFE/AD&D PREM-WATER	8.26	600-810-6151	DENTAL INSURANCE/WATER
1339952475	9	610	4/05/2022	BASIC LIFE/AD&D PREM-SEWER	10.95	610-815-6151	DENTAL INSURANCE/SEWER
1339952475	10	113	4/05/2022	BASIC LIFE/AD&D PREM-LIB	24.78	113-410-6151	DENTAL INSURANCE/LIBRARY
** TOTAL **					224.46	.00	224.46
** VENDOR TOTAL **					224.46	.00	224.46
3731 CINTAS CORPORATION							
5099720262	1	110	4/05/2022	FIRST AID REFILL-PW	160.02	110-210-6599	SUPPLIES

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3731 CINTAS CORPORATION							
** VENDOR TOTAL **					160.02	.00	160.02
3779 STAPLES ADVANTAGE							
3501842651	1	001	4/05/2022	OFFICE SUPPLIES	32.54	001-620-6506	SUPPLIES/OFFICE
3501842651	2	600	4/05/2022	OFFICE SUPPLIES	32.54	600-810-6506	SUPPLIES/OFFICE
3501842651	3	610	4/05/2022	OFFICE SUPPLIES	32.54	610-815-6506	SUPPLIES/OFFICE
3501842651	4	110	4/05/2022	OFFICE SUPPLIES	32.56	110-211-6506	SUPPLIES/OFFICE
** TOTAL **					130.18	.00	130.18
3502316412	1	001	4/05/2022	BUSINESS CARDS-WILLIAMSON	14.07	001-620-6506	SUPPLIES/OFFICE
** VENDOR TOTAL **					144.25	.00	144.25
3861 SHORT ELLIOTT HENDRICKSON							
422099	1	391	4/05/2022	S MAIN WATER MAIN DESIGN	2,080.00	391-812-6407	S MAIN ST WTR MAIN-ENGINEERING
422100	1	391	4/05/2022	WTP SAFETY PRJ DESIGN/BIDDING	2,200.00	391-811-6408	WATER PLANT SAFETY PRJ-ENGINEER
422101	1	391	4/05/2022	BACKWASH BLOWER DESIGN/BIDDING	7,650.00	391-811-6727	BACKWASH BLOWER
** VENDOR TOTAL **					11,930.00	.00	11,930.00
3870 FARLEY'S WHOLESALE TIRE							
0EGU	1	001	4/05/2022	OIL CHANGE-ATTACK 68	48.00	001-150-6331	GAS & OIL
M63T	1	001	4/05/2022	OIL CHANGE-TAHOE	43.25	001-150-6331	GAS & OIL
QFE8	1	001	4/05/2022	REPAIRS-WATER PUMP/THERMOSTAT /BELT/EVAP CANISTER	940.00	001-150-6332	REPAIRS
** VENDOR TOTAL **					1,031.25	.00	1,031.25
3922 ROSS CHEMICAL SYSTEMS INC							
15319	1	001	4/05/2022	SOAP	68.45	001-150-6399	LAUNDRY
** VENDOR TOTAL **					68.45	.00	68.45
3928 ELMQUIST TOWING COMPANY							
21-44989	1	110	4/05/2022	TOW-DUMPTRUCK	558.00	110-210-6350	REPAIRS-EQUIP/MECHANIC
** VENDOR TOTAL **					558.00	.00	558.00
4028 KIESLER'S POLICE SUPPLY							
IN186592	1	001	4/05/2022	AMMO-TRAINING	689.40	001-110-6240	TRAVEL/CONF/TRAINING EXP
** VENDOR TOTAL **					689.40	.00	689.40
4040 BOMGAARS							
85393217	1	600	4/05/2022	FASTNERS/FLAT BAR-REPAIRS	22.69	600-811-6350	REPAIRS

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				4040 BOMGAARS			
85393446	1	110	4/05/2022	BULK BOLTS	22.58	110-210-6509	SIGNS/POSTS/SIGNALS
85396536	1	600	4/05/2022	BOOT/GLOVER DRYER	29.99	600-812-6599	SUPPLIES
85397056	1	110	4/05/2022	TORDON-SPRAYING ROW	31.98	110-210-6599	SUPPLIES
				** VENDOR TOTAL **	107.24	.00	107.24
				4073 AMAZON CAPITAL SERVICES			
136K-1NJV-7HFH	LN: 1						
	001		4/05/2022	TAB DIVIDERS	25.60	001-150-6599	MISC/SUPPLIES
136K-1NJV-7HFH	LN: 2						
	001		4/05/2022	POC CLOTHING	127.93	001-150-6181	CLOTHING ALLOWANCE
				** TOTAL **	153.53	.00	153.53
17JN-C14H-46DF	LN: 1						
	001		4/05/2022	STEP STRAP-ENGINE 65	40.92	001-150-6332	REPAIRS
1LWN-FWH9-RCF1	LN: 1						
	001		4/05/2022	TRAILER WINCH/PRIVACY SCREEN	131.22	001-110-6599	POLICE EQUIP/SUPPLIES
				** VENDOR TOTAL **	325.67	.00	325.67
				4074 FAST LANE AUTO CARE			
0023644-IN 1	001		4/05/2022	WASH/WAX-FD STATION SUPPLIES	189.75	001-150-6332	REPAIRS
				** VENDOR TOTAL **	189.75	.00	189.75
				4225 ELIXIR RX SOLUTIONS, LLC			
466331	1	112	4/05/2022	411 PRESCRIPTIONS	1,706.59	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	1,706.59	.00	1,706.59
				4260 ETHAN DEN BESTE			
04052022	1	167	4/05/2022	TOBACCO SALES	140.00	167-110-6507	TOBACCO FUND
				** VENDOR TOTAL **	140.00	.00	140.00
				4284 WALMART			
130920	1	610	4/05/2022	WATER-WW TESTING	4.32	610-816-6506	OFFICE SUPPLIES
506172	1	610	4/05/2022	BATTERY BACKUPS QTY 2	91.76	610-816-6310	BUILDING & GROUNDS
844751	1	110	4/05/2022	PHONE CASE-ROUSE	63.88	110-211-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	159.96	.00	159.96
				4296 CHASE DECALS			
23981	1	001	4/05/2022	BANNER/TABLE THROWS-RECRUIT	418.10	001-150-6240	TRAVEL/CONF/TRAINING EXP
				** VENDOR TOTAL **	418.10	.00	418.10
				4365 BRUCE BENNETT			

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591404	1	121	4/05/2022	4365 BRUCE BENNETT DRYWALL REPAIRS-PD	492.00	121-110-6504	POLICE/MISC
				** VENDOR TOTAL **	492.00	.00	492.00
59410198.001	LN: 1		4/05/2022	4366 ECHO GROUP INC LIGHTS/BALLASTS-WATER PLANT	122.18	600-811-6350	REPAIRS
59410198.001	LN: 2		4/05/2022	CREDIT	1.22-	600-811-6350	REPAIRS
				** TOTAL **	120.96	.00	120.96
				** VENDOR TOTAL **	120.96	.00	120.96
04052022	1	001	4/05/2022	377 DALE SCHOENING BAND SERVICE	182.80	001-420-6499	CITY BAND
				** VENDOR TOTAL **	182.80	.00	182.80
04052022	1	001	4/05/2022	378 LOWELL DAVIS BAND SERVICE	118.28	001-420-6499	CITY BAND
				** VENDOR TOTAL **	118.28	.00	118.28
04052022	1	001	4/05/2022	383 MARK ASTLEFORD BAND SERVICE	161.29	001-420-6499	CITY BAND
				** VENDOR TOTAL **	161.29	.00	161.29
04052022	1	001	4/05/2022	401 JILL LUTZ BAND SERVICE	172.04	001-420-6499	CITY BAND
				** VENDOR TOTAL **	172.04	.00	172.04
04052022	1	001	4/05/2022	420 BRENDA A BABBITT BAND SERVICE	537.61	001-420-6499	CITY BAND
				** VENDOR TOTAL **	537.61	.00	537.61
04052022	1	001	4/05/2022	1088 ERICA HEROLD BAND SERVICE	365.59	001-420-6499	CITY BAND
				** VENDOR TOTAL **	365.59	.00	365.59
04052022	1	001	4/05/2022	1268 MARY NEUMAYER BAND SERVICE	182.80	001-420-6499	CITY BAND
				** VENDOR TOTAL **	182.80	.00	182.80
04052022	1	001	4/05/2022	1415 JODY MALLOY BAND SERVICE	193.55	001-420-6499	CITY BAND
				** VENDOR TOTAL **	193.55	.00	193.55

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
04052022	1	001	4/05/2022	1485 MATT MUESSIGMANN BAND SERVICE	161.29	001-420-6499	CITY BAND
				** VENDOR TOTAL **	161.29	.00	161.29
04052022	1	001	4/05/2022	1594 LAURI BOUK BAND SERVICE	193.55	001-420-6499	CITY BAND
				** VENDOR TOTAL **	193.55	.00	193.55
04052022	1	001	4/05/2022	1599 ERIN MALLOY BAND SERVICE	193.55	001-420-6499	CITY BAND
				** VENDOR TOTAL **	193.55	.00	193.55
04052022	1	001	4/05/2022	1799 CECIL STANLEY BAND SERVICE	129.03	001-420-6499	CITY BAND
				** VENDOR TOTAL **	129.03	.00	129.03
04052022	1	001	4/05/2022	2044 KELSI RAE PAPESH BAND SERVICE	193.55	001-420-6499	CITY BAND
				** VENDOR TOTAL **	193.55	.00	193.55
04052022	1	001	4/05/2022	2108 JANELL BLOEM BAND SERVICE	172.04	001-420-6499	CITY BAND
				** VENDOR TOTAL **	172.04	.00	172.04
04052022	1	001	4/05/2022	2109 ALICIA OLSEN BAND SERVICE	182.80	001-420-6499	CITY BAND
				** VENDOR TOTAL **	182.80	.00	182.80
04052022	1	001	4/05/2022	2110 ANGIE DILL BAND SERVICE	193.55	001-420-6499	CITY BAND
				** VENDOR TOTAL **	193.55	.00	193.55
04052022	1	001	4/05/2022	2112 SUSAN FREEMAN BAND SERVICE	182.80	001-420-6499	CITY BAND
				** VENDOR TOTAL **	182.80	.00	182.80
04052022	1	001	4/05/2022	2114 STEVE WEIGEL BAND SERVICE	193.55	001-420-6499	CITY BAND
				** VENDOR TOTAL **	193.55	.00	193.55
04052022	1	001	4/05/2022	2115 DAN SPRENGELER BAND SERVICE	172.04	001-420-6499	CITY BAND

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

2115 DAN SPRENGELER							
** VENDOR TOTAL **					172.04	.00	172.04
04052022	1	001	2184 APRIL BURCH 4/05/2022	BAND SERVICE	193.55	001-420-6499	CITY BAND
** VENDOR TOTAL **					193.55	.00	193.55
04052022	1	001	2186 BRYAN WILLER 4/05/2022	BAND SERVICE	193.55	001-420-6499	CITY BAND
** VENDOR TOTAL **					193.55	.00	193.55
04052022	1	001	2253 TAMMY KAUFMAN 4/05/2022	BAND SERVICE	182.80	001-420-6499	CITY BAND
** VENDOR TOTAL **					182.80	.00	182.80
04052022	1	001	2256 GINA RYAN 4/05/2022	BAND SERVICE	182.80	001-420-6499	CITY BAND
** VENDOR TOTAL **					182.80	.00	182.80
04052022	1	001	2324 JIM DEHOET 4/05/2022	BAND SERVICE	193.55	001-420-6499	CITY BAND
** VENDOR TOTAL **					193.55	.00	193.55
04052022	1	001	2327 TONY KOOIMA 4/05/2022	BAND SERVICE	161.29	001-420-6499	CITY BAND
** VENDOR TOTAL **					161.29	.00	161.29
04052022	1	001	2332 EMMA RUNESTAD 4/05/2022	BAND SERVICE	193.55	001-420-6499	CITY BAND
** VENDOR TOTAL **					193.55	.00	193.55
04052022	1	001	2333 JACIE OMMEN 4/05/2022	BAND SERVICE	161.29	001-420-6499	CITY BAND
** VENDOR TOTAL **					161.29	.00	161.29
04052022	1	001	2334 CHELSEA TRUCKENMILLER 4/05/2022	BAND SERVICE	516.11	001-420-6499	CITY BAND
** VENDOR TOTAL **					516.11	.00	516.11
04052022	1	001	2402 TARA ANDERSON 4/05/2022	BAND SERVICE	182.80	001-420-6499	CITY BAND
** VENDOR TOTAL **					182.80	.00	182.80

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
04052022	1	001	4/05/2022	2403 KYLE KAIN BAND SERVICE	182.80	001-420-6499	CITY BAND
				** VENDOR TOTAL **	182.80	.00	182.80
04052022	1	001	4/05/2022	2404 RICK KAUFMAN BAND SERVICE	182.80	001-420-6499	CITY BAND
				** VENDOR TOTAL **	182.80	.00	182.80
04052022	1	001	4/05/2022	2406 MATT LUMLEY BAND SERVICE	118.28	001-420-6499	CITY BAND
				** VENDOR TOTAL **	118.28	.00	118.28
04052022	1	001	4/05/2022	2407 NATHAN LUMLEY BAND SERVICE	139.78	001-420-6499	CITY BAND
				** VENDOR TOTAL **	139.78	.00	139.78
04052022	1	001	4/05/2022	2408 JASMINE MOBLEY BAND SERVICE	182.80	001-420-6499	CITY BAND
				** VENDOR TOTAL **	182.80	.00	182.80
04052022	1	001	4/05/2022	2410 NICHOLAS RUNESTAD BAND SERVICE	193.55	001-420-6499	CITY BAND
				** VENDOR TOTAL **	193.55	.00	193.55
04052022	1	001	4/05/2022	2411 JONAH TIBBITS BAND SERVICE	182.80	001-420-6499	CITY BAND
				** VENDOR TOTAL **	182.80	.00	182.80
04052022	1	001	4/05/2022	2568 JIM BECKWITH BAND SERVICE	129.03	001-420-6499	CITY BAND
				** VENDOR TOTAL **	129.03	.00	129.03
04052022	1	001	4/05/2022	2569 CODY IHNEN BAND SERVICE	193.55	001-420-6499	CITY BAND
				** VENDOR TOTAL **	193.55	.00	193.55
04052022	1	001	4/05/2022	2570 ABIGAIL LUMLEY BAND SERVICE	129.03	001-420-6499	CITY BAND
				** VENDOR TOTAL **	129.03	.00	129.03
04052022	1	001	4/05/2022	2571 BRAEDEN WEYHRICH BAND SERVICE	139.78	001-420-6499	CITY BAND

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

				2571 BRAEDEN WEYHRICH			
				** VENDOR TOTAL **	139.78	.00	139.78
				2572 ROSE KUNDEL			
04052022	1	001	4/05/2022	BAND SERVICE	182.80	001-420-6499	CITY BAND
				** VENDOR TOTAL **	182.80	.00	182.80
				2573 CONNIE SESKER			
04052022	1	600	4/05/2022	LEAK PROTECTION CLAIM	220.19	600-810-6599	MISCELLANEOUS
04052022	2	610	4/05/2022	LEAK PROTECTION CLAIM	220.19	610-815-6599	MISC REFUNDS/NSF FEE
				** TOTAL **	440.38	.00	440.38
				** VENDOR TOTAL **	440.38	.00	440.38
				** GRAND TOTAL **	559,591.16	.00	559,591.16

Lib

Air

Lib

Air

Lib

Air

Lib

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
31198911	ACCESS SYSTEMS LEASING	PRINTING CONTRACT-LIB		165.31	211488	3/23/22
03232022A	ALLIANT ENERGY	UTILITIES-GAS-LIB	1,435.60		211489	3/23/22
03232022B	ALLIANT ENERGY	UTILITIES-ELEC-LIB	2,620.53		211489	3/23/22
03292022A	ALLIANT ENERGY	UTILITIES-HIRTA	840.70		211513	3/29/22
03292022B	ALLIANT ENERGY	UTILITIES-424 SNEDDEN HOUSE	50.06		211513	3/29/22
03292022C	ALLIANT ENERGY	UTILITIES-424 SNEDDEN HOUSE	32.75		211513	3/29/22
03292022D	ALLIANT ENERGY	UTILITIES-RR1 ARPT	286.64		211513	3/29/22
03292022E	ALLIANT ENERGY	UTILITIES-424 SNEDDEN	1,119.47	6,385.75	211513	3/29/22
433677956635	SYNCB/AMAZON	LIBRARY MATERIALS	12.97		211492	3/23/22
433937874388	SYNCB/AMAZON	LIBRARY MATERIALS	25.55		211492	3/23/22
437573897355	SYNCB/AMAZON	LIBRARY MATERIALS	7.99		211492	3/23/22
446396995494	SYNCB/AMAZON	LIBRARY MATERIALS	13.50		211492	3/23/22
446869998763	SYNCB/AMAZON	LIBRARY MATERIALS	57.96		211492	3/23/22
448889666737	SYNCB/AMAZON	LIBRARY MATERIALS	50.88		211492	3/23/22
457558435699	SYNCB/AMAZON	LIBRARY MATERIALS	95.94		211492	3/23/22
463676669584	SYNCB/AMAZON	LIBRARY MATERIALS	17.96		211492	3/23/22
469397735394	SYNCB/AMAZON	LIBRARY MATERIALS	37.98		211492	3/23/22
489787967557	SYNCB/AMAZON	LIBRARY MATERIALS	50.47		211492	3/23/22
549539978335	SYNCB/AMAZON	LIBRARY MATERIALS	7.99		211492	3/23/22
556839465556	SYNCB/AMAZON	LIBRARY MATERIALS	31.95		211492	3/23/22
559753863879	SYNCB/AMAZON	LIBRARY MATERIALS	17.96		211492	3/23/22
566993879596	SYNCB/AMAZON	LIBRARY MATERIALS	7.96		211492	3/23/22
584849663879	SYNCB/AMAZON	LIBRARY MATERIALS	33.36		211492	3/23/22
598787935838	SYNCB/AMAZON	IPAD CHARGERS	26.95		211492	3/23/22
669398883333	SYNCB/AMAZON	LIBRARY MATERIALS	56.92		211492	3/23/22
669947368874	SYNCB/AMAZON	LIBRARY MATERIALS	17.99		211492	3/23/22
737795536397	SYNCB/AMAZON	BOARD PINS	13.99		211492	3/23/22
765678476569	SYNCB/AMAZON	LIBRARY MATERIALS	7.79		211492	3/23/22
778579858465	SYNCB/AMAZON	CANDY-PROGRAM	29.98		211492	3/23/22
838998684694	SYNCB/AMAZON	LIBRARY MATERIALS	10.49		211492	3/23/22
847699334588	SYNCB/AMAZON	LIBRARY MATERIALS	9.96		211492	3/23/22
849543363679	SYNCB/AMAZON	LIBRARY MATERIALS	56.97		211492	3/23/22
849937876858	SYNCB/AMAZON	LIBRARY MATERIALS	19.98		211492	3/23/22
849987786668	SYNCB/AMAZON	LIBRARY MATERIALS	89.89		211492	3/23/22
865365895736	SYNCB/AMAZON	LIBRARY MATERIALS	39.45		211492	3/23/22
868366575446	SYNCB/AMAZON	SCOTCH TAPE	18.66		211492	3/23/22
893348469748	SYNCB/AMAZON	ISOPROPYL ALCOHOL	25.64		211492	3/23/22
987584794336	SYNCB/AMAZON	LIBRARY MATERIALS	9.96	829.08	211492	3/23/22
03232022	GANNETT HOLDINGS - CENTRAL	AMES TRIB SUBSCRIPTION		280.80	211493	3/23/22
0284051	BOLTON & MENK INC	15/33 RUNWAY DESIGN	35,200.00		211514	3/29/22
0285496	BOLTON & MENK INC	15/33 RUNWAY DESIGN	26,400.00	61,600.00	211514	3/29/22
9025	BOONE HARDWARE	WALL OUTLET COVERS		3.38	211494	3/23/22
77290952	GALE/CENGAGE LEARNING	LIBRARY MATERIALS	91.97		211495	3/23/22
77343453	GALE/CENGAGE LEARNING	LIBRARY MATERIALS	60.78	152.75	211495	3/23/22
1915962	CENTER POINT PUBLISHING	LIBRARY MATERIALS		598.02	211496	3/23/22
-03292022	CENTURYLINK	TELEPHONE-AIRPORT		137.90	211515	3/29/22
03232022A	CHANGE	LIBRARY POSTAGE	10.44		211497	3/23/22
03232022B	CHANGE	LIBRARY POSTAGE	4.83		211497	3/23/22
03232022C	CHANGE	LIBRARY POSTAGE	3.03		211497	3/23/22
03232022D	CHANGE	LIBRARY POSTAGE	9.69		211497	3/23/22
03232022E	CHANGE	LIBRARY POSTAGE	4.33		211497	3/23/22
03232022F	CHANGE	LIBRARY POSTAGE	4.33		211497	3/23/22
03232022G	CHANGE	LIBRARY POSTAGE	4.33		211497	3/23/22
03232022H	CHANGE	LIBRARY POSTAGE	4.33	45.31	211497	3/23/22

Paid Bills

Air
Lib
1st
Air

Lib

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
03282022A	CITY OF BOONE	UTILITIES-HIRTA	30.54		211516	3/29/22
03292022B	CITY OF BOONE	UTILITIES-HIRTA	30.87	61.41	211516	3/29/22
7085950	DEMCO	BABY BAGS	66.93		211498	3/23/22
7088427	DEMCO	LIBRARY MATERIALS	57.64		211498	3/23/22
7091185	DEMCO	LAMINATE BOOK COVERS	249.65	374.22	211498	3/23/22
04012022	EDWARD HIGGINS	CAR ALLOWANCE-APRIL		250.00	211527	4/01/22
03292022	FARNHAM AVIATION SERVICES LLC	CONTRACT SERVICES-MARCH	4,444.00		211517	3/29/22
85397624	FARNHAM AVIATION SERVICES LLC	DIESEL NOZZLE	109.99	4,553.99	211517	3/29/22
03092022	EICHINGER BROTHERS LLC	WASTE REMOVAL-AIRPORT		108.00	211518	3/29/22
11747	IOWA DEPT OF AGRICULTURE	METER LICENSE		40.50	211519	3/29/22
03222022B	IA LIBRARY ASSOCIATION	ILA MEMBERSHIP-A WILLIAMS	90.00		211499	3/23/22
03232022	IA LIBRARY ASSOCIATION	ILA MEMBERSHIP-J WILLIAMS	150.00		211499	3/23/22
03232022C	IA LIBRARY ASSOCIATION	ILA MEMBERSHIP-STIER	95.00	335.00	211499	3/23/22
57640424	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34		211504	3/23/22
57640425	INGRAM BOOK COMPANY	LIBRARY MATERIALS	7.17		211504	3/23/22
57697954	INGRAM BOOK COMPANY	LIBRARY MATERIALS	22.41		211504	3/23/22
57697955	INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.99		211504	3/23/22
57697956	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10		211504	3/23/22
57697957	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.49		211504	3/23/22
57697958	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.09		211504	3/23/22
57697959	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34		211504	3/23/22
57747220	INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.53		211504	3/23/22
57747221	INGRAM BOOK COMPANY	LIBRARY MATERIALS	31.62		211504	3/23/22
57747222	INGRAM BOOK COMPANY	LIBRARY MATERIALS	46.74		211504	3/23/22
57747223	INGRAM BOOK COMPANY	LIBRARY MATERIALS	21.84		211504	3/23/22
57747224	INGRAM BOOK COMPANY	LIBRARY MATERIALS	149.29		211504	3/23/22
57747225	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34		211504	3/23/22
57805835	INGRAM BOOK COMPANY	LIBRARY MATERIALS	17.97		211504	3/23/22
57805836	INGRAM BOOK COMPANY	LIBRARY MATERIALS	107.53		211504	3/23/22
57805837	INGRAM BOOK COMPANY	LIBRARY MATERIALS	6.59		211504	3/23/22
57805838	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10		211504	3/23/22
57805839	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34		211504	3/23/22
57838254	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10		211504	3/23/22
57838255	INGRAM BOOK COMPANY	LIBRARY MATERIALS	185.68		211504	3/23/22
57902745	INGRAM BOOK COMPANY	LIBRARY MATERIALS	18.39		211504	3/23/22
57902746	INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.36		211504	3/23/22
57902747	INGRAM BOOK COMPANY	LIBRARY MATERIALS	144.29		211504	3/23/22
57902748	INGRAM BOOK COMPANY	LIBRARY MATERIALS	22.39		211504	3/23/22
57902749	INGRAM BOOK COMPANY	LIBRARY MATERIALS	22.80		211504	3/23/22
57902750	INGRAM BOOK COMPANY	LIBRARY MATERIALS	19.03		211504	3/23/22
57902751	INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.37		211504	3/23/22
57902752	INGRAM BOOK COMPANY	LIBRARY MATERIALS	26.69		211504	3/23/22
58016892	INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.52		211504	3/23/22
58016893	INGRAM BOOK COMPANY	LIBRARY MATERIALS	5.99		211504	3/23/22
58016894	INGRAM BOOK COMPANY	LIBRARY MATERIALS	21.26		211504	3/23/22
58016895	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.92		211504	3/23/22
58016896	INGRAM BOOK COMPANY	LIBRARY MATERIALS	73.40		211504	3/23/22
58016897	INGRAM BOOK COMPANY	LIBRARY MATERIALS	36.17		211504	3/23/22
58087747	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.67		211504	3/23/22
58087748	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10		211504	3/23/22
58087749	INGRAM BOOK COMPANY	LIBRARY MATERIALS	51.17		211504	3/23/22
58087750	INGRAM BOOK COMPANY	LIBRARY MATERIALS	139.98		211504	3/23/22
58087751	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.67		211504	3/23/22
58087752	INGRAM BOOK COMPANY	LIBRARY MATERIALS	75.15		211504	3/23/22

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
58087753	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.92		211504	3/23/22
58170096	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10		211504	3/23/22
58170097	INGRAM BOOK COMPANY	LIBRARY MATERIALS	17.25		211504	3/23/22
58170098	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34		211504	3/23/22
58170099	INGRAM BOOK COMPANY	LIBRARY MATERIALS	7.47		211504	3/23/22
58200734	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.68		211504	3/23/22
58200735	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.09		211504	3/23/22
58200736	INGRAM BOOK COMPANY	LIBRARY MATERIALS	93.72		211504	3/23/22
58200737	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.09		211504	3/23/22
58200738	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.20		211504	3/23/22
58200739	INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.92		211504	3/23/22
58263274	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.10		211504	3/23/22
58263275	INGRAM BOOK COMPANY	LIBRARY MATERIALS	94.25	1,847.05	211504	3/23/22
04012022	JIM ROBBINS PC	LEGAL SERVICES-MARCH		6,700.00	211528	4/01/22
04012022	JOHN ROUSE	CAR ALLOWANCE-APRIL		250.00	211529	4/01/22
04012022	JOHN SLIGHT	CAR ALLOWANCE-APRIL		150.00	211530	4/01/22
1970	KRUCK PLUMBING & HEATING	FILTERS-AIR HANDLERS		325.00	211505	3/23/22
ARU0330803	LAKEVIEW BOOKS	LIBRARY MATERIALS		322.33	211506	3/23/22
100	LAURA NAMEY	AUTHOR TALK PROGRAM		100.00	211507	3/23/22
04012022	ONDREA ELMQUIST	CAR ALLOWANCE-APRIL		250.00	211531	4/01/22
03242022	OPTUM-UHC FLEX	FLEX CLAIMS		51.92	2064895	3/24/22
15316	QUALITY ONE	CUSTODIAL SERVICES-LIB		1,825.00	211508	3/23/22
23433695	STAPLES INC	PAPER ROLL	35.68		211509	3/23/22
23437098	STAPLES INC	CLEANING SUPPLIES	124.83		211509	3/23/22
23476421	STAPLES INC	CLEANING SUPPLIES/PB CUPS	67.00	227.51	211509	3/23/22
90546347	SCHUMACHER ELEVATOR CO	ELEVATOR MAINTENANCE-LIB		2,652.12	211510	3/23/22
22K00226	WALTERS SANITARY SERVICE INC	WASTE REMOVAL-LIB		61.61	211511	3/23/22
2.18.2022	WAUKEE PUBLIC LIBRARY	DOLL POSTAGE-PROGRAM		11.25	211512	3/23/22
04012022	WILLIAM SKARE	CAR ALLOWANCE-APRIL		300.00	211532	4/01/22
Accounts Payable Total				90,995.21		

Utility Refund Checks

Refund Checks Total

Report Total

90,995.21

IA Workforce Development 1st Qtr 2022 12014.71
 Treasurer/State of IA Water Excise Tax-Feb 2022 9165.17
 Treasurer/State of IA Sales Tax-Feb 2022 1962.91
 VisionBank of IA NSF-Hoversten Construction 119.00
 Optum-UHC Flex Flex Claims 646.77
114,903.77

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	PAID AMT	CHECK NO		

891 IOWA WORKFORCE DEVELOPMENT								
03212022	1	113	3/28/22	1ST QTR 2022	1441.77	2064894E		
03212022	2	113	3/28/22	1ST QTR 2022	1682.06	2064894E		
03212022	3	113	3/28/22	1ST QTR 2022	120.15	2064894E		
03212022	4	113	3/28/22	1ST QTR 2022	2042.50	2064894E		
03212022	5	113	3/28/22	1ST QTR 2022	841.03	2064894E		
03212022	6	113	3/28/22	1ST QTR 2022	1321.62	2064894E		
03212022	7	113	3/28/22	1ST QTR 2022	841.03	2064894E		
03212022	8	113	3/28/22	1ST QTR 2022	360.44	2064894E		
03212022	9	113	3/28/22	1ST QTR 2022	600.74	2064894E		
03212022	10	113	3/28/22	1ST QTR 2022	1922.35	2064894E		
03212022	11	610	3/28/22	1ST QTR 2022	480.59	2064894E		
03212022	12	600	3/28/22	1ST QTR 2022	360.43	2064894E		
				** TOTAL **	12014.71	12014.71	.00	12014.71
				** VENDOR TOTAL **	12014.71	12014.71	.00	12014.71
1659 TREASURER/STATE OF IOWA								
03112022A	1	600	3/28/22	WATER EXCISE TAX-FEB 202	9165.17	2064891E		
03112022B	1	610	3/28/22	SALES TAX-FEB 2022	1962.91	2064892E		
				** VENDOR TOTAL **	11128.08	11128.08	.00	11128.08
3710 VISIONBANK OF IOWA								
03082022	1	001	3/28/22	NSF-HOVERSTEN CONSTRUCTI	119.00	2064890E		
				** VENDOR TOTAL **	119.00	119.00	.00	119.00
4106 OPTUM-UHC FLEX								
03172022	1	0149	3/28/22	FLEX CLAIMS	646.77	2064893E		
03242022	1	0149	3/28/22	FLEX CLAIMS	51.92	2064895E		
				** VENDOR TOTAL **	698.69	698.69	.00	698.69
				** E-PAYMENT TOTAL **				23960.48
				** GRAND TOTAL **	23960.48	23960.48	.00	23960.48

Manual Checks

INVOICE	LN	DIST ID	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
752 EDWARD HIGGINS							
04012022	1	001	4/01/2022	CAR ALLOWANCE-APRIL	250.00	001-170-6332	CAR ALLOWANCE
				** VENDOR TOTAL **	250.00	.00	250.00
1988 ONDREA ELMQUIST							
04012022	1	001	4/01/2022	CAR ALLOWANCE-APRIL	250.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE
				** VENDOR TOTAL **	250.00	.00	250.00
2327 JOHN SLIGHT							
04012022	1	001	4/01/2022	CAR ALLOWANCE-APRIL	150.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE
				** VENDOR TOTAL **	150.00	.00	150.00
2482 WILLIAM SKARE							
04012022	1	001	4/01/2022	CAR ALLOWANCE-APRIL	100.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE
04012022	2	600	4/01/2022	CAR ALLOWANCE-APRIL	50.00	600-810-6240	TRAVEL/CONFERENCE EXPENSE
04012022	3	610	4/01/2022	CAR ALLOWANCE-APRIL	50.00	610-815-6240	TRAVEL/CONF ADMIN
04012022	4	110	4/01/2022	CAR ALLOWANCE-APRIL	100.00	110-211-6240	TRAVEL/CONFERENCE EXPENSE
				** TOTAL **	300.00	.00	300.00
				** VENDOR TOTAL **	300.00	.00	300.00
2910 JOHN ROUSE							
04012022	1	110	4/01/2022	CAR ALLOWANCE-APRIL	83.33	110-211-6240	TRAVEL/CONFERENCE EXPENSE
04012022	2	600	4/01/2022	CAR ALLOWANCE-APRIL	83.33	600-812-6240	TRAVEL/CONFERENCE EXPENSE
04012022	3	610	4/01/2022	CAR ALLOWANCE-APRIL	83.34	610-817-6240	TRAVEL/CONFERENCE EXPENSE
				** TOTAL **	250.00	.00	250.00
				** VENDOR TOTAL **	250.00	.00	250.00
3478 JIM ROBBINS PC							
04012022	1	001	4/01/2022	LEGAL SERVICES-MARCH	804.00	001-110-6411	LEGAL FEES/POLICE
04012022	2	001	4/01/2022	LEGAL SERVICES-MARCH	67.00	001-150-6411	FIRE/LEGAL FEES
04012022	3	001	4/01/2022	LEGAL SERVICES-MARCH	67.00	001-430-6411	LEGAL FEES-PARKS
04012022	4	001	4/01/2022	LEGAL SERVICES-MARCH	134.00	001-280-6411	AIRPORT/LEGAL FEES
04012022	5	001	4/01/2022	LEGAL SERVICES-MARCH	4,490.00	001-620-6411	LEGAL FEES/ATTORNEY
04012022	6	110	4/01/2022	LEGAL SERVICES-MARCH	670.00	110-211-6411	LEGAL FEES
04012022	7	600	4/01/2022	LEGAL SERVICES-MARCH	134.00	600-810-6411	LEGAL FEES
04012022	8	610	4/01/2022	LEGAL SERVICES-MARCH	134.00	610-815-6411	LEGAL FEES
04012022	9	001	4/01/2022	REIMB OFFICE EXP PER CONTRACT	200.00	001-620-6411	LEGAL FEES/ATTORNEY
				** TOTAL **	6,700.00	.00	6,700.00
				** VENDOR TOTAL **	6,700.00	.00	6,700.00
				** GRAND TOTAL **	7,900.00	.00	7,900.00

1st Checks

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2990
AUTHORIZING THE EXECUTION OF A SERVICE AGREEMENT AND PAYMENT
FOR LIABILITY, WORKER'S COMPENSATION, AND CYBER INSURANCE.

WHEREAS, the City of Boone's Workers' Compensation, Liability, and Cyber Insurance is set to expire on March 31, 2022; and

WHEREAS, Boehm Insurance Agency and Employers Mutual Casualty Company has provided the City of Boone with a proposed policy for Workers' Compensation, Liability, and Cyber Insurance; and

WHEREAS, Boehm Insurance Agency has provided an invoice in the amount of \$486,205.00 for said coverage.

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

Section 1: That said policies shall hereby be renewed and become effective from April 1, 2022 through March 31, 2023.

Section 2: That said payment in the amount of \$486,205.00 payable to Boehm Insurance is hereby approved.

Section 3: That said Insurance Policies and invoice have been placed on file with the City of Boone, Iowa.

PASSED THIS 4th day of April 2022.

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

BJ McGinn	<input type="checkbox"/>	David Byrd	<input type="checkbox"/>	Elijah Stines	<input type="checkbox"/>
Steven Ray	<input type="checkbox"/>	Linda Williamson	<input type="checkbox"/>	Cole Hilpipre	<input type="checkbox"/>
Terry Moorman	<input type="checkbox"/>				

Mayor
City of Boone

Clerk
City of Boone

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2991
APPROVING THE SALARY, BENEFITS AND EMPLOYMENT AGREEMENT FOR
THE CITY MAINTENANCE TECHNICIAN

WHEREAS, the Maintenance Technician Position for the City of Boone is currently vacant; and

WHEREAS, this position is responsible for performing all maintenance activities for all City owned buildings, including but not limited to: HVAC, plumbing, general maintenance, electrical, carpentry, snow removal and yard maintenance; and

WHEREAS, staff recommends filling this position with the hiring of Michael Slight.

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

Section 1: That the position of Maintenance Technician Position, be filled by Michael Slight, effective April 19, 2022.

Section 2: That the City shall provide certain benefits, establish certain conditions of employment, and to set working conditions for the Maintenance Technician Position.

Section 3: That an hourly wage be set at \$27.98, with the first raise being effective July 1, 2023 based on the non-union raise for Fiscal Year 2024

Section 4: That two (2) weeks of vacation be provided at the time of hire and one (1) week vacation shall be accrued through the first year of employment. Vacation shall accrue at five (5) hours per payroll starting the second year of employment, providing a total of three (3) weeks of vacation annually. Beginning his ninth year of employment vacation shall accrue at 6.67 hours per payroll, providing a total of four (4) weeks of vacation annually.

PASSED THIS 4th day of April 2022.

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

BJ McGinn	<input type="checkbox"/>	David Byrd	<input type="checkbox"/>	Elijah Stines	<input type="checkbox"/>
Steven Ray	<input type="checkbox"/>	Linda Williamson	<input type="checkbox"/>	Cole Hilpipre	<input type="checkbox"/>
Terry Moorman	<input type="checkbox"/>				

Mayor
City of Boone

Clerk
City of Boone

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2994

RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE CITY OF BOONE AND STORY CONSTRUCTION CO. FOR THE WATER TREATMENT PLANT BACKWASH AIR BLOWER REPLACEMENT PROJECT.

WHEREAS, the City of Boone desires to replace the backwash air blower at the Water Treatment Plant; and

WHEREAS, such work shall include the installation of the new blower equipment, concrete equipment pad, and electrical/controls modifications necessary for proper operation of the new blower equipment; and

WHEREAS, the City of Boone has retained Short Elliott Hendrickson Inc. to act as representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract; and

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

WHEREAS, after receiving two (2) competitive bids to complete the Water Treatment Plant Backwash Air Blower Replacement Project, the City of Boone awarded the contract to the low bidder, Story Construction Co.

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 John Slight to sign the Agreement with Story Construction Co.

Section 2: That the work will be substantially complete within two hundred (200) calendar days after issuance of the Notice to Proceed, and completed and ready for final payment within two hundred thirty (230) days after the issuance of the Notice to Proceed.

Section 3: That monthly progress payments shall be made payable to Story Construction Co. for work completed in the Water Treatment Plant Backwash Air Blower Replacement Project with a total contract amount of \$163,800.00

PASSED THIS 4th day of April, 2022.

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

BJ McGinn
Steven Ray
Terry Moorman

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

David Byrd
Linda Williamson

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

Elijah Stines
Cole Hilpipre

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

Mayor
City of Boone

Clerk
City of Boone

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

This Agreement is by and between **the City of Boone, Iowa** (“Owner”) and **Story Construction Co.** (“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:

Installation of a replacement backwash air blower in the water treatment plant. Installation of new blower equipment, concrete equipment pad, and electrical/controls modifications necessary for proper operation of the new blower equipment.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

WTP Replacement Backwash Air Blower 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: Days*

A. The Work will be substantially complete within **two hundred (200) calendar days** after issuance of the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **two hundred thirty (230) days** after the issuance of the Notice to Proceed.

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 Lump Sum price stated in Contractor's Bid, attached hereto as an exhibit, with a total contract amount of **\$163,800.00**.

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 6—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).
 - 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: WTP Replacement Backwash Air Blower Project, Boone, Iowa.
 - ~~7. Addenda (numbers ___ to ___, inclusive) (not attached but incorporated by reference).~~
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. **Bid Form and Attachments.**
 - b. **Certificate of Insurance.**
 - 9. 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 7—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 April 4, 2022 (which is the Effective Date of the Contract).

Owner:

City of Boone, Iowa

(typed or printed name of organization)

By: _____

(individual's signature)

Date: _____

(date signed)

Name: John Slight

(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@city.boone.ia.us

Contractor:

Story Construction Co.

(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: _____

After an “unofficial season” consisting of sporadically attended “pop-up concerts” in 2020, the Boone Municipal Band returned with a slightly modified schedule for the summer of 2021. Band members were eager to get back to making music and the community was supportive in their attendance. The recent change in leadership, coupled with the pandemic, definitely shook up the band a bit, but a dedicated membership was eager to explore new ideas while maintaining traditions.

Chris Truckenmiller has done a remarkable job attempting to fill the rather large shoes of former director, Dave Richardson. By introducing the band to fresh new music, he challenged seasoned players to stretch and grow. Membership continued to be a varied cross-section of local individuals, with instrumentation filled out by talented high school students.

For 2021, the concert season began Wednesday, June 2, and ran through July fourteenth. Practices were limited, and several precautions were observed in order to minimize risk. Aside from the pop-up on June 16th, concerts were at 7:30 p.m. at Herman Park Pavilion. The patriotic concert on the Fourth of July included a dinner by the Boone VFW at 5:30 p.m.

Traditionally, beginning the last Monday in April, the Boone Municipal Band rehearses in the High School Band Room from 7:30-9:00 p.m. on Monday evenings. The cooperation of Boone High School remains a vital component of the band’s existence. The Municipal Band utilizes a few school instruments such as tubas and percussion equipment; in turn, any music the band purchases/commissions is added to the high school music collection.

Commissioning a new piece is a privilege and an honor for the band. Not only is it a means to add music to the band’s repertoire, but it supports modern working composers. In recent years, the Boone Municipal Band has been able to commission several pieces. With the passing of two more long-time members and continued generosity from the community, it is assured that further compositions will be pursued in the future.

A total of fifty musicians participated in 2021, with 40 of those musicians earning enough credits to receive a dividend payment. Dividends are calculated using the following manner: Each member earns one unit per rehearsal and two units per concert. A member must have at least five units in order to qualify for payment. The librarian, secretary, and manager each receive 2 units per practice and 6 units per concert. Units are totaled and divided into the stipend, minus the director’s salary. For 2021, one unit is worth \$10.75; supporting documents are included with member payment totals and addresses.

The Boone Municipal Band thanks the City of Boone for its on-going support and looks forward to moving full steam ahead for the summer of 2022. The treasurer (I, myself) would like to humbly apologize for the tardiness in which this report has been produced.

Respectfully submitted,

Erica Herold, Secretary/Treasurer
Boone Municipal Band