



City Council Meeting Notice

Governing Body: City Council of Boone, Iowa

Date of Meeting: January 20, 2014

Time of Meeting: 7:00 P.M.

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

1. ROLL CALL
2. APPROVAL OF AGENDA
3. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS
4. REPORTS OF STANDING COMMITTEES
 - A. POLICY, ADMINISTRATION & EMPLOYEE RELATIONS COMMITTEE – Gillespie, Chm.
 - B. PUBLIC SAFETY AND TRANSPORTATION COMMITTEE - Ray, Chm.
 - C. UTILITY COMMITTEE – Nystrom, Chm.
 - D. ECONOMIC DEVELOPMENT COMMITTEE – Ray, Chm.
5. DEPARTMENT REPORTS
 - A. BUILDING OFFICIAL – Ed Higgins
 1. 2013 Building Department Data
 - B. LIBRARY – Jamie Williams
 - C. FINANCE OFFICER- Ondrea Elmquist
 1. Authorization to distribute Babe Ruth FY 2014 Hotel Motel funds in one payment on July 1, 2014
 - D. CITY ATTORNEY – Jim Robbins
 - E. DIRECTOR OF PARKS AND PUBLIC WORKS – John Rouse
 1. Public Services Facility – Design Services Agreement (Resolution in the Consent Agenda)
 - F. UTILITIES SUPERINTENDANT – Roy Martin
 - G. CITY ENGINEER - Wayne Schwartz
 1. Discuss DOT agreement for Highway 30 Study (Resolution in the Consent Agenda)
 - H. DIRECTOR OF PUBLIC SAFETY – Bill Skare
 1. General Update
 - I. CITY ADMINISTRATOR – Luke Nelson
 1. Discuss County-Wide Economic Development
 2. Out of state travel
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 meetings

B. BILLS PAYABLE – Mallas

C. PERMITS

1. Alcohol Licenses

- a. Renewal and Ownership (Board member) – Iowa Railroad Historical Society
- b. Renewal - LaCarreta

2. Cigarette/Tobacco Permit – none

D. RESOLUTIONS

- 1. 2218 - Resolution Approving Professional Services Agreement Amendment between The City of Boone and McGill Computer Services
- 2. 2219 - Resolution Appointing Randy Schmitz as Representative to CIRHA
- 3. 2220 - Resolution Regarding Conduit Written Procedures Westhaven Financing
- 4. 2221 - Resolution authorizing execution of an Agreement for a IDOT Corridor Study
- 5. 2222 - Resolution authorizing execution of an Agreement with Design Alliance for Design Services (PW Building)

7. ORDINANCES

- A. Third and Final Consideration of 2199 – Amending Chapter 46, Section 46.02 Cigarette and Tobacco Taxes

8. MAYOR’S COMMENTS

9. COUNCILMEMBER’S COMMENTS

- A. Discuss UPRR and situation with Chamber Building (Greg Piklapp)

10. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

11. CLOSED SESSION PURSUANT TO SECTION 21.5 (C) TO DISCUSS STRATEGY WITH COUNSEL IN A MATTER WHERE LITIGATION IS PRESENT OR IMMINENT AND DISCLOSURE WOULD BE LIKELY TO PREJUDICE OR DISADVANTAGE THE POSITION OF THE CITY OF BOONE IN THAT LITIGATION.

12. CLOSED SESSION PURSUANT TO IOWA CODE §20.17(3) TO DISCUSS CONTRACT NEGOTIATIONS (Police Department)

13. MOTION TO ADJOURN



UTILITY COMMITTEE

Meeting Notice

Governing Body: Utility Committee of Boone, Iowa

Date of Meeting: January 8, 2014

Time of Meeting: 4:00 P.M.

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

MINUTES

Attendance: Nystrom, Piklapp, Stevenson

1. Discuss Rates (Luke Nelson)

Nelson discussed rates and research that has been done.

2. Meter/Master Meter Project Update (John Rouse)

The meter report was presented in the packet. Rouse was not present.

3. Update of Low-Head Dam Project (Roy Martin)

Work has begun on the project. Both the contractor and the DNR are on site.

City Engineer Schwartz discussed the draft NPDES permit that has been received from the DNR. The City has 45 days to review the permit and voice any concerns. Nystrom requested a meeting outside the Utility Meeting to discuss options and to contact the League of Cities to consult.

With no further business to come before the Committee, the meeting was adjourned at 4:28pm.

ANNUAL PERMIT DATA
2013

**SUMMARY OF NEW RESIDENTIAL BUILDING PERMITS
2013**

	# OF		SGL FAM	DUPLEX	MULTI-FAM	TOTAL #	
	PERMITS	VALUATION	UNITS	UNITS	UNITS	OF UNITS	NOTES
JANUARY	0	\$ -	0	0	0	0	
FEBRUARY	0	\$ -	0	0	0	0	
MARCH	0	\$ -	0	0	0	0	
APRIL	1	\$ 180,000.00	1	0	0	1	
MAY	1	\$ 149,000.00	1	0	0	1	
JUNE	0	\$ -	0	0	0	0	
JULY	0	\$ -	0	0	0	0	
AUGUST	0	\$ -	0	0	0	0	
SEPTEMBER	2	\$ 240,014.00	2	0	0	2	
OCTOBER	1	\$ 155,000.00	1	0	0	1	
NOVEMBER	1	\$ 152,600.00	1	0	0	1	
DECEMBER	0	\$ -	0	0	0	0	
TOTALS	6	\$ 876,614.00	6	0	0	6	

ANNUAL PERMIT DATA
2013

NUMBER OF PERMITS 2013									
	BLDG.	DEMO.	ELEC.	HTG.	H2O TAPS	PLMBG	SIGNS	SWR TAPS	TOTALS
JANUARY	6	0	3	9	0	17	0	0	35
FEBRUARY	4	1	2	4	0	16	0	0	27
MARCH	5	8	4	7	0	23	0	0	47
APRIL	24	1	7	23	0	23	3	0	81
MAY	30	0	12	4	0	25	0	0	71
JUNE	25	1	9	9	0	18	0	0	62
JULY	42	0	2	19	0	32	0	0	95
AUGUST	26	1	7	33	0	40	0	0	107
SEPTEMBER	26	0	12	7	0	18	2	0	65
OCTOBER	22	1	13	8	0	23	3	0	70
NOVEMBER	11	0	3	10	0	10	0	0	34
DECEMBER	4	1	2	17	0	15	1	0	40
TOTALS	225	14	76	150	0	260	9	0	734

ANNUAL PERMIT DATA
2013

PERMIT FEES COLLECTED 2013								
	BLDG.	ELEC.	HTG.	H2O TAPS	PLMBG.	SIGNS	SWR TAPS	TOTALS
JANUARY	\$ 7,221.00	\$ 55.00	\$ 151.00	\$ -	\$ 265.00	\$ -		\$ 7,692.00
FEBRUARY	\$ 1,617.88	\$ 25.00	\$ 68.00	\$ -	\$ 275.00	\$ -	\$ -	\$ 1,985.88
MARCH	\$ 951.00	\$ 61.00	\$ 270.00	\$ -	\$ 380.00	\$ -	\$ -	\$ 1,662.00
APRIL	\$ 4,097.50	\$ 747.00	\$ 1,177.00	\$ -	\$ 335.00	\$ 89.50	\$ -	\$ 6,446.00
MAY	\$ 5,474.50	\$ 180.00	\$ 96.00		\$ 360.00	\$ -		\$ 6,110.50
JUNE	\$ 2,544.00	\$ 353.00	\$ 124.00	\$ -	\$ 250.00	\$ -	\$ -	\$ 3,271.00
JULY	\$ 5,217.00	\$ 103.00	\$ 281.00	\$ -	\$ 630.00	\$ -	\$ -	\$ 6,231.00
AUGUST	\$ 2,569.50	\$ 90.00	\$ 519.00	\$ -	\$ 655.00	\$ -	\$ -	\$ 3,833.50
SEPTEMBER	\$ 5,114.50	\$ 354.00	\$ 115.00	\$ -	\$ 250.00	\$ 178.50	\$ -	\$ 7,799.00
OCTOBER	\$ 4,705.25	\$ 301.00	\$ 178.00	\$ -	\$ 415.00	\$ 334.00	\$ -	\$ 5,933.25
NOVEMBER	\$ 3,268.00	\$ 104.00	\$ 250.00	\$ -	\$ 205.00	\$ -	\$ -	\$ 3,827.00
DECEMBER	\$ 349.00	\$ 275.00	\$ 189.00	\$ -	\$ 365.00	\$ -	\$ -	\$ 1,178.00
TOTALS	\$ 43,129.13	\$ 2,648.00	\$ 3,418.00	\$ -	\$ 4,385.00	\$ 602.00	\$ -	\$ 55,969.13

ANNUAL PERMIT DATA
2013

**BUILDING PERMIT BREAKDOWN - NEW CONSTRUCTION VALUATION
2013**

	SINGLE FAMILY		MULTI-FAMILY		CARPORT/ GARAGES		COMM.		INDUSTR.		NON-PROFIT		MISCELL.		# OF PERMITS	TOTAL VALUAT.
JANUARY	0	\$ -	0	\$ -	2	\$ 21,000.00	1	\$ 1,300,000.00	0	\$ -	0	\$ -	0	\$ -	3	\$ 1,321,000.00
FEBRUARY	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
MARCH	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
APRIL	1	\$ 180,000.00	0	\$ -	7	\$ 107,239.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 287,239.00
MAY	1	\$ 149,000.00	0	\$ -	5	\$ 123,956.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 272,956.00
JUNE	0	\$ -	0	\$ -	1	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	1	\$ 5,000.00
JULY	0	\$ -	0	\$ -	3	\$ 32,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	3	\$ 32,000.00
AUGUST	0	\$ -	0	\$ -	1	\$ 5,000.00	1	\$ 80,000.00	0	\$ -	0	\$ -	0	\$ -	2	\$ 85,000.00
SEPTEMBER	2	\$ 240,014.00	0	\$ -	6	\$ 25,100.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 265,114.00
OCTOBER	1	\$ 155,000.00	0	\$ -	1	\$ 5,000.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	2	\$ 160,000.00
NOVEMBER	1	\$ 152,600.00	0	\$ -	3	\$ 24,400.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	4	\$ 177,000.00
DECEMBER	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
TOTALS	6	\$ 876,614.00	0	\$ -	29	\$ 348,695.00	2	\$ 1,380,000.00	0	\$ -	0	\$ -	0	\$ -	37	\$ 2,605,309.00

ANNUAL PERMIT DATA
2013

**BUILDING PERMIT BREAKDOWN - ADDITIONS & ALTERATIONS
2013**

		SINGLE FAMILY	MULTI-FAMILY	CARPORT/ GARAGES	COMM.	INDUSTR.	NON- PROFIT	MISCELL.	# OF PERMITS	TOTAL VALUAT.
JANUARY	1	\$ 10,000.00	0 \$ -	1 \$ 500.00	0 \$ -	0 \$ -	0 \$ -	1 \$ 4,000.00	3	\$ 14,500.00
FEBRUARY	2	\$ 125,000.00	0 \$ -	0 \$ -	2 \$ 21,400.00	0 \$ -	0 \$ -	1 \$ 500.00	5	\$ 146,900.00
MARCH	4	\$ 58,193.00	0 \$ -	1 \$ 2,000.00	0 \$ -	0 \$ -	0 \$ -	8 \$ 31,950.00	13	\$ 92,146.00
APRIL	4	\$ 73,440.00	0 \$ -	0 \$ -	1 \$ 20,000.00	0 \$ -	0 \$ -	15 \$ 27,400.00	20	\$ 120,840.00
MAY	5	\$ 22,100.00	0 \$ -	1 \$ 24,000.00	1 \$ 60,000.00	0 \$ -	0 \$ -	18 \$ 40,140.00	24	\$ 146,240.00
JUNE	6	\$ 149,465.00	0 \$ -	1 \$ 8,000.00	1 \$ 70,000.00	0 \$ -	0 \$ -	17 \$ 27,745.00	25	\$ 255,210.00
JULY	5	\$ 86,899.00	0 \$ -	1 \$ 4,000.00	4 \$ 270,367.00	0 \$ -	0 \$ -	29 \$ 61,629.00	39	\$ 422,535.00
AUGUST	7	\$ 18,800.00	1 \$ 51,640.00	0 \$ -	2 \$ 15,000.00	0 \$ -	0 \$ -	15 \$ 50,400.00	25	\$ 135,840.00
SEPTEMBER	5	\$ 75,500.00	0 \$ -	0 \$ -	3 \$ 134,000.00	0 \$ -	0 \$ -	12 \$ 44,630.00	20	\$ 247,130.00
OCTOBER	4	\$ 78,600.00	0 \$ -	0 \$ -	3 \$ 473,000.00	0 \$ -	0 \$ -	17 \$ 78,615.00	24	\$ 630,125.00
NOVEMBER	1	\$ 40,000.00	0 \$ -	0 \$ -	2 \$ 135,000.00	0 \$ -	0 \$ -	4 \$ 4,600.00	11	\$ 179,600.00
DECEMBER	1	\$ 500.00	0 \$ -	1 \$ 500.00	1 \$ 6,000.00	0 \$ -	0 \$ -	3 \$ 14,100.00	6	\$ 21,100.00
TOTALS	45	\$ 738,497.00	1 \$ 51,640.00	6 \$ 39,000.00	20 \$ 1,204,767.00	0 \$ -	0 \$ -	140 \$ 385,709.00	215	\$ 2,412,166.00

ANNUAL PERMIT DATA
2013

INSPECTIONS 2013						
	BUILDING	PLUMBING	HEATING	ELECTRICAL	MISC.	TOTALS
JANUARY	16	24	9	9	12	70
FEBRUARY	18	28	11	10	7	74
MARCH	14	30	75	6	15	140
APRIL	31	29	9	16	22	107
MAY	33	33	9	23	26	124
JUNE	31	29	13	12	28	113
JULY	52	33	13	19	33	150
AUGUST	35	37	29	25	42	168
SEPTEMBER	35	25	9	15	20	104
OCTOBER	37	28	28	17	23	133
NOVEMBER	21	19	17	11	16	84
DECEMBER	14	24	15	11	11	75
TOTALS	337	339	237	174	255	1342

Action Form – County Wide Economic Development

Date: 10/17/2013

Committee:

John Nerem (Boone's Future President)
Pat Hagan (Boone's Future Board Member)
Bob Fisher (Boone's Future Executive Director)
Kurt Phillips (Chamber/CVB Executive Director)
Nick Lentz (Chamber President)
Tom Foster (County Supervisor/Boone's Future Ex-officio)
Craig Christensen (Ogden Legacy Representative)
Rick Elbert (Ogden Legacy Representative)

Keith Berg (Ogden Mayor)
Donovan Olson (Ogden City Administrator)
Don Lincoln (Madrid Action Committee Representative)
Todd Kilzer (Madrid City Administrator)
John Slight (Boone Mayor)
Steven Ray (Boone Economic Development Committee Chairman)
Luke Nelson (Boone City Administrator/Boone's Future Ex-officio)

Background

Over the past decade economic development in Boone County has taken many different fragmented forms. Currently there is momentum to consolidate efforts in a more unified approach among cities and public/private agencies within Boone County. A research committee was established whereby the following recommendations are established. This action form is simply a recommendation. Ultimately the decision to move forward with these concepts is based upon the decision by Boone's Future as well as our cities and county government. There are three primary issues that must be addressed. These issues are noted below.

The Name. Based upon our research we believe it is necessary for the Boone's Future Organization to undergo a name change that will better recognize county-wide services. Based upon our research, we provide the following options:

1. Alliance for Boone County Development (ABCD)
2. Boone County Growth Alliance
3. Boone County Growth Coalition
4. Partnership for Boone County Growth
5. Boone County Economic Development

Funding and Voting. The Committee has identified that funding the county-wide organization is critical. Each entity has established a general willingness to participate financially. It is also recommended that each funding entity be given a voting right at the Board of Directors.

- Private Business Input Throughout County (\$60,000 to \$65,000)
- Boone County (\$35,000)
- Boone (\$35,000)
- Madrid (\$2,500)
- Ogden (\$2,500)
- Chamber CVB (\$2,000)

It was also noted that perhaps each represented entity could provide a recommendation for the person to be named as a Board Member with the new organization.

The final issue is how the county-wide organization will redirect some of its efforts. The Work Group has identified that localized smaller issues (such as assistance with downtown redevelopment) is a key part of growing our communities. It is recommended that the county-wide economic development agency include these smaller scale issues as part of their work plan. These efforts should also be supplemented with specialized assistance to the County and communities needing help on smaller-scale projects (i.e. assistance with grant writing/grant management, tourism development, retail development/recruitment, and residential development).

Recommendation

The Committee recommends that Boone's Future modify naming, voting and work plan according to the information provided above. The revised organization should pursue funding as noted above. Once funding is solidified the organization should rollout its new name, structure and work plan in a method that demonstrates the value of the organization. Funding requests should take place winter 2013/2014 and full rollout in July of 2014. It is also recommended that the new organization should be the program for the January 21st Boone Municipal League meeting.

STATEMENT OF COUNCIL PROCEEDINGS

January 6, 2014 7:00 p.m.

The City Council of Boone, Iowa, met in special session in the City Hall Council Chambers on January 6, 2014, at 7:00 p.m. with Mayor Slight presiding. The following Council Members were present: Stevenson, Gillespie, Mallas, Hicks, Piklapp, Nystrom, Ray. Absent: none.

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

Mayor Slight asked if there were any questions or items to be removed from the consent agenda. No requests were made.

Mallas moved, Hicks seconded to approve the following items on the consent agenda: 1) Minutes of previous meetings. 2) Bills payable. 3) Resolution 2217 approving professional service agreement amendment between the City of Boone and Foth Engineering. 4) Mayor /Council reappointment of Luke Nelson to the Landfill Advisory. 5) Mayor/Council reappointment of Luke Nelson as the primary to the CIRPTA Transportation Policy Committee and Wayne Schwartz as an alternate. 6) Mayor/Council reappointment of Wayne Schwartz to the CIRPTA Transportation Technical Committee and Molly Long as the alternate. 7) Mayor/Council nomination of Gary Nystrom to the Central Iowa Expo Board. 8) Mayor/Council reappointment of Taylor Tidgren to the Zoning Board of Adjustments. 9) Mayor/Council reappointment of David Reed to the Zoning Board of Adjustments. 10) Mayor/Council reappointment of Betty Schmitz to the Human Service Committee. 11) Mayor/Council reappointment of Shari Gillespie to the Human Service Committee. 12) Mayor/Council reappointment of John Grush to the Human Service Committee. 13) Mayor/Council appointment of Shana Rainey to Human Service Committee. Ayes: Mallas, Hicks, Piklapp, Nystrom, Ray, Stevenson, Gillespie. Nays: none.

A & M Laundry	Supplies	50.00
AARP Medicare Rx	Medical	105.10
ABDO-Spotlight-Magic Wagon	Materials	399.20
Access Systems Technologies	Services	50.00
Access Systems Technologies	Services	56.87
Access Systems Leasing	Equipment	88.00
AFLAC	Payroll	15.75
Air Liquide Industrial	Chemicals	2,187.05
Air-Mach	Repairs	195.50
Albert Behling	Medical	42.00
Alliant Energy	Utilities-Library	3,839.76
Alliant Energy	Utilities-Airport	871.46
Alliant Energy	Utilities	8,302.65
Amazon.Com	Materials	221.65
Anytime Fitness	Payroll	59.90
American Public Works Assn	Membership	174.00
Arlen Wildeman	2nd Half Clothing Allowance	127.50
August Enterprises	Services	4,995.00
Avesis	Payroll	540.65
Ben Kautza	2nd Half Clothing Allowance	262.50
Boone Ace Hardware	Supplies	415.00
Boone Area Humane Society	Services	5,854.33
Boone Bank & Trust	Payroll	679.18
Boone Co Auditor	1st & 2nd Qtr Dispatch	91,736.09
Boone Co Landfill	Services	5,275.41
Boone Co Treasurer	Reimbursement	134.52
Boone Kiwanis	Dues/Meals	170.00
Boone News Republican	Publication	10.00
Brown Electric	Repairs	1,857.00
Caleb Slotter	Refund	20.00
Cameron Stevens	2nd Half Clothing Allowance	127.50
Capstone Press	Materials	608.20
Carl Schroeder	2nd Half Clothing Allowance	127.50
Center Point Publishing	Materials	547.62

Centurylink	Line Fees	623.35
Change	Postage	134.40
City of Boone	Utilities	447.69
Collection Services Center	Payroll	838.68
Cory Stoneburner	2nd Half Clothing Allowance	127.50
Cummins Central Power	Materials	1,181.85
Curtis Moran	2nd Half Clothing Allowance	127.50
Connie Younger	Services	2,561.47
Darwin Backous	Custodial Services	1,170.00
David Huffman	2nd Half Clothing Allowance	127.50
David Moore	2nd Half Clothing Allowance	127.50
David Mozena	2nd Half Clothing Allowance	127.50
Dean Taylor	2nd Half Clothing Allowance	127.50
Demco	Supplies	197.65
Don Batt	2nd Half Clothing Allowance	127.50
Donald Zehner	2nd Half Clothing Allowance	262.50
Ecolab	Services	85.50
Edward Jones	Payroll	100.00
Two Rivers Insurance	Insurance Premium	89,714.74
Foth Infrastructure	Engineering Services	13,888.49
Gale	Materials	115.96
Galls	Clothing Allowance	309.28
Graymills Corp	Parts	150.42
Hach	Services	558.17
Hartford Funds	Payroll	100.00
Hawkins	Chemicals	3,042.70
Hull Plumbing & Heating	Repairs	64.60
Hy-Vee	Supplies	60.22
IA DNR	License	130.00
IA League of Cities	Conference Registration	200.00
IMFOA	Annual Dues	70.00
IA Workforce Development	Unemployment	1,729.03
ICMA	Payroll	789.85
Ingram	Materials	1,887.40
IPERS	Payroll	14,295.23
ISUNET	Services	205.75
James Powell	Snow Removal Services	717.00
Jayne Crook	2nd Half Clothing Allowance	262.50
Jeff Blair	2nd Half Clothing Allowance	262.50
Jim Robbins	Legal Services	5,200.00
John Frank	2nd Half Clothing Allowance	127.50
John Rouse	Car Allowance	200.00
John Slight	Car Allowance	150.00
Josh Eatock	2nd Half Clothing Allowance	127.50
Justin Adams	2nd Half Clothing Allowance	262.50
Kabel Business Services	Payroll	1,459.90
Kabel Business Services	Payroll	1,459.90
Kent Peterson	2nd Half Clothing Allowance	262.50
Klein Properties	BDIF Grant	8,234.00
Kriss Premium Products	Services	100.00
Kruck Plumbing & Heating	Repairs	107.63
Kylie Westberg	Services	160.00
Lowe's	Materials	75.80
Luke Nelson	Car Allowance	300.00
Mark Ellsbury	2nd Half Clothing Allowance	127.50
Max Cook	2nd Half Clothing Allowance	262.50
McGill Computer Services	Services	1,850.00
Mediacom	Services-Library	129.90
Mediacom	Services	89.95
Medicare Blue Rx	Medical	83.80
Physio-Control	Equipment	267.81
Members 1st Comm Credit Union	Payroll	370.00
Mike Shearer	2nd Half Clothing Allowance	127.50
Mid-IA Solid Waste Equipment	Repairs	7,929.76
Midland Power	Utilities	28.35
Midwest Alarm Services	Services	275.00
Moeller Electric	Repairs	450.00

Municipal Emergency Services	Clothing Allowance	451.00
Municipal Fire & Police Retirement	Payroll	25,186.94
Mutual of Omaha	Payroll	237.55
Mutual of Omaha	Insurance Premium	272.58
OCLC	Services	585.07
Orschelns	Supplies	291.28
Pitney Bowes	Postage	162.00
Premier Office Equipment	Services	104.47
Pritchard Bros Plumbing	Supplies	42.00
Puppets On The Pier	Library Production	126.94
Quality One	Services	1,825.00
Quill	Supplies	86.37
Richard Grove	Medical Reimbursement	84.43
Robert Jones	2nd Half Clothing Allowance	127.50
Robert Robinson	2nd Half Clothing Allowance	127.50
Roy Martin	Car Allowance	200.00
Roy Martin	2nd Half Clothing Allowance	127.50
Scott Hull	2nd Half Clothing Allowance	127.50
Sherman Co	Equipment	18,185.20
Spring Green	Services	250.88
State of IA	Payroll	7,555.00
Storey Kenworthy	Supplies	179.94
Tom Walters Co	Services	136.00
Tometich Engineering	Engineering Services	735.00
Travis Baker	2nd Half Clothing Allowance	127.50
Treasurer/State of IA	Sales Taxes	12,056.00
Treasurer/State of IA	Pool Tax	7.00
United Way	Payroll	20.00
US Highway 30 Coalition	Dues	50.00
Verizon	Services	1,385.66
Vessco	Repairs	372.00
Visa	Misc Expenses	612.48
Vision Bank	Payroll	274.85
Vision Bank	NSF	145.00
Vision Bank	NSF	60.00
Vision Bank	NSF	90.04
Vision Bank	Payroll	36,279.70
Walmart	Supplies	629.34
Walters Sanitary	Services-Library	119.24
Walters Sanitary	Services	286.62
Warren Ehlert	2nd Half Clothing Allowance	127.50
Waylon Andrews	2nd Half Clothing Allowance	127.50
Wayne Schwartz	Car Allowance	200.00
Wellmark Blue Cross/Shield	Medical	957.60
Weston Woods Studios	Materials	119.80
William Browning	2nd Half Clothing Allowance	262.50
Windstream	Services	1,844.27
YMCA	Payroll	475.90
YSI	Equipment	453.02
Zee Medical	Supplies	74.39

Paid Total 411,781.18

FUND	DISBURSEMENTS
General	156,464.67
Special	7,487.53
Hotel/Motel	0.00
Road Use Tax	17,730.84
Debt Service	0.00
Water Utility	55,028.73
Sewer Utility	36,686.69
Family Resource Center	2,923.62
Capital Project	24,737.84
Storm Water Utility	757.96
Expendable Trust	1,167.40

Agency Account

108,795.90

Ray moved, Stevenson seconded to approve the seconded reading of Ordinance 2199 amending Chapter 46, Section 46.02 Cigarette and Tobacco Taxes. Ayes: Hicks, Piklapp, Nystrom, Ray, Stevenson, Gillespie, Mallas. Nays: none.

Hicks moved to go into closed session at 7:16 p.m., seconded by Mallas pursuant to Iowa Coded 21.5(1)(i), to evaluate the professional ability of an individual whose performance in a position with the City of Boone is being considered. Ayes: Piklapp, Nystrom, Ray, Stevenson, Gillespie, Mallas, Hicks. Nays: none.

Mallas moved, Piklapp seconded to come out of closed session at 7:44 p.m. Ayes: Nystrom, Ray, Stevenson, Gillespie, Mallas, Hicks, Piklapp. Nays: none.

Hicks moved, Piklapp seconded to go into closed session at 7:45 p.m. pursuant to Iowa Code 20.17(3) to discuss contract negotiations for Police Union. Ayes: Ray, Stevenson, Gillespie, Mallas, Hicks, Piklapp, Nystrom. Nays: none.

Stevenson moved, Piklapp seconded to come out of closed session at 8:45 p.m. Ayes: Stevenson, Gillespie, Mallas, Hicks, Piklapp, Nystrom, Ray. Nays: none.

There being no further business to come before the Council the meeting was adjourned at 8:46 p.m.

ATTEST:

Luke Nelson, City Administrator/Clerk

John Slight, Mayor

STATEMENT OF COUNCIL PROCEEDINGS

January 7, 2014 5:15 p.m.
Budget Workshop

The City Council of Boone, Iowa, met in special session in the City Hall Council Chambers on January 7, 2014, at 5:15 p.m. with Mayor Slight presiding. The following Council Members were present: Stevenson, Gillespie, Hicks, Piklapp, Nystrom. Absent: Mallas and Ray.

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

Ray joined the meeting at 5:30 p.m.

The following organizations presented requests for hotel/motel grant funds: Boone Park Foundation for the canine corral, Boone Convention and Visitors Bureau, Boone County Agricultural Association/Boone County Fair Board, Boone County Historical Society, Boone County Transportation, Boone County YMCA, Boone Fitness Factory, and Babe Ruth.

Mallas joined the meeting at 6:25 p.m.

Stevenson moved to award the following grants, seconded by Piklapp: Boone Park Foundation for the canine corral \$4,000, Boone Convention and Visitors Bureau \$55,320, Boone County Historical Society \$14,000, Boone County Transportation \$3,000, Babe Ruth \$6,000, Economic Development 25,000, Fireworks \$10,000 (\$5,000 for previous year's deficit and \$5,000 towards 2014 display), and \$15,000 for any projects that may come up over the year. Ayes: Hicks, Piklapp, Nystrom, Ray, Stevenson, Gillespie, Mallas. Nays: none.

There being no further business to come before the Council the meeting was adjourned at 7:26 p.m.

ATTEST:

Luke Nelson, City Administrator/Clerk

John Slight, Mayor

STATEMENT OF COUNCIL PROCEEDINGS

January 14, 2014 6:00 p.m.

Budget Workshop

The City Council of Boone, Iowa, met in special session in the City Hall Council Chambers on January 14, 2014, at 6:00 p.m. with Mayor Slight presiding. The following Council Members were present: Stevenson, Gillespie, Hicks, Piklapp, Nystrom, Ray. Absent: Mallas.

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

Nelson presented Fiscal Year 2014-2015 budget issues and stressed the importance from staff for Council to make long term decisions. Nelson went thru a list created by himself and the Department Heads of possible cuts and revenue streams to help the budget both short and long term.

Mayor Slight exited the meeting at 6:45 p.m. for another meeting.

Department Heads were given the opportunity to speak on behalf of their budget ideas.

Council requested time to review and score the budget items and turn them in on Wednesday, January 15, 2014.

After discussion it was determined that the next budget workshop will be held at 5:00 p.m. on January 20, 2014 to finalize the General Fund, CIP, LOST, Water, and Sewer budgets.

There being no further business to come before the Council the meeting was adjourned at 7:49 p.m.

ATTEST:

Luke Nelson, City Administrator/Clerk

Shari Gillespie, Mayor Pro-Tem

RECORD OF COUNCIL APPROVED BILLS

MALLAS

January 20, 2014

<u>DATE</u>	<u>AMOUNT</u>
Airport Bills	
Library Bills	
Park Bills	6,422.48
Manuals/Util Bills/Misc Total	13,508.36
Voided checks	
Council Bills Total	130,673.22
Payroll 01/01/14	
Payroll 01/15/14	163,845.80
TOTAL EXPENDITURES	<u>\$ 314,449.86</u>

Signed By _____

Date _____

VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
----- ACCOUNTS PAYABLE CLAIMS -----					
	AFLAC	[REDACTED] Payroll	15.75	178835	1/15/14
Park	ALLIANT ENERGY	[REDACTED] - utilities	1,277.87	178848	1/14/14
	ALLIANT ENERGY	[REDACTED]	21.16	1,299.03	178848 1/14/14
	ANYTIME FITNESS	[REDACTED] - payroll	32.09	178845	1/15/14
Park	BOONE ACE HARDWARE	LIGHT-SKATEPOND	24.99	178849	1/14/14
	BOONE ACE HARDWARE	SUPPLIES-CEMETERY	14.97	178849	1/14/14
	BOONE ACE HARDWARE	REPAIRS-SNOW BLOWER	10.56	50.52	178849 1/14/14
	BOONE BANK & TRUST PAYROL	[REDACTED] payroll	639.76	178844	1/15/14
Park	BOONE COUNTY LANDFILL	CLEAN OUT COLD STORAGE BLDG	13.80	178850	1/14/14
	BOONE HARDWARE	OUTLET COVERS FOR SHELTERHOUSE	3.25	178851	1/14/14
	BRENT SHAW	CELL PHONE REIMB	19.00	178852	1/14/14
	CAFFREY WHOLESALE INC	SKATE POND CONCESSIONS	173.41	178853	1/14/14
	CDS GLOBAL	UB ON-LINE PROCESSING	147.24	10114000	1/01/14
	COLLECTION SERVICES CNTR	[REDACTED]	838.68	178837	1/15/14
	EDWARD JONES	[REDACTED] - payroll	100.00	178842	1/15/14
	ELDON CUNNINGHAM	UB OVERPYMNT	108.52	178815	1/07/14
	GLOBAL PAYMENTS	CC FEES-QTY 9	69.50	1014001	1/01/14
	HARTFORD FUNDS	[REDACTED] - payroll	100.00	178843	1/15/14
Park	HOME OFFICE	EMPLOYEE 2014 PLANNERS-QTY 4	91.60	178854	1/14/14
	HOME OFFICE	INK CARTRIDGE	26.99	118.59	178854 1/14/14
	IOWA STATE UNIVERSITY	[REDACTED] GIS TRAINING	500.00	178816	1/08/14
Park	ICMA RETIREMENT TRUST 457	[REDACTED] - payroll	789.85	178838	1/15/14
	INTERNATIONAL SOCIETY OF ARBOR	[REDACTED] - MEMBERSHIP	190.00	178855	1/14/14
	IPERS	[REDACTED]	13,841.71	178839	1/15/14
Park	KYLE KILSTROM	CELL PHONE REIMB	19.00	178856	1/14/14
	MEMBERS 1ST COMM CREDIT UNION	[REDACTED] payroll	130.00	178841	1/15/14
Park	MIKE CORNELIS	CELL PHONE REIMB	30.00	178857	1/14/14
	MOELLER ELECTRIC	VANDALISM-LIGHT POLE-ANDERSON	2,352.88	178858	1/14/14
	MUNICIPAL FIRE & POLICE	[REDACTED] - payroll	25,389.46	178840	1/15/14
	MUTUAL OF OMAHA	[REDACTED]	237.55	178846	1/15/14
	O'HALLORAN INTERNATIONAL	REPAIRS-PARK DUMP TRUCK	904.53	178859	1/14/14
	ORSCHELNS	TRAILER REPAIR	2.61	178860	1/14/14
Park	PEOPLES CLOTHING STORE	[REDACTED] - CLOTHING ALLOWANCE	91.00	178861	1/14/14
	PEOPLES CLOTHING STORE	[REDACTED] - CLOTHING ALLOWANCE	62.00	178861	1/14/14
	PEOPLES CLOTHING STORE	[REDACTED] - CLOTHING ALLOWANCE	30.00	183.00	178861 1/14/14
	PORTABLE PRO	PORT TOILET SVC-SKATE POND/SC	235.00	178862	1/14/14
	PROBUILD NORTH LLC	DOOR MLDG-CEMETERY SHED	11.99	178863	1/14/14
	R & W TIRE	MULCH BLADES FOR MOWER	69.95	178864	1/14/14
Par K	STATE OF IOWA	[REDACTED] Payroll	7,208.00	2063890	1/15/14
	STEVE KELLEY	CELL PHONE REIMB	19.00	178865	1/14/14
	TREASURER/STATE OF IOWA	QTRLY TAXES-DEC 13	11,600.00	10814000	1/08/14
Park	VAN-WALL EQUIPMENT INC	REPAIRS-SNOW BLOWER	111.60	178866	1/14/14
	VAN-WALL EQUIPMENT INC	REPAIRS-SNOW BLOWER	92.88	178866	1/14/14
	VAN-WALL EQUIPMENT INC	REPAIRS-JD BLOWER/BROOM	21.26	178866	1/14/14
	VAN-WALL EQUIPMENT INC	REPAIRS-SNOW BLOWER	3.12	178866	1/14/14
	VAN-WALL EQUIPMENT INC	REPAIRS-JD BLOWER/BROOM	235.25	464.11	178866 1/14/14
	VISION BANK	[REDACTED] payroll	274.85	178836	1/15/14
	VISION BANK	NSF-[REDACTED]	250.00	10214000	1/02/14
	VISION BANK	NSF-[REDACTED]	60.00	10714000	1/07/14
	VISION BANK	ACH REFUND	425.60	1,010.45	10914000 1/09/14
	VISION BANK	[REDACTED] payroll	34,830.02	2063889	1/15/14

Park / Manual / Dep Ref / payroll ✓

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
Park- WALTERS SANITARY SERVICE INC	WASTE REMOVAL/PARK-DEC 2013		262.81	178867	1/14/14

**** PAID TOTAL ****

104,011.06

***** REPORT TOTAL *****

=====

104,011.06

Payroll Vendor (-) 84,427.72
Dep Ref (+) 347.50
19,930.84

ACCOUNT NO	CUSTOMER NAME	CHECK NUMBER	CHECK DATE	SERVICE CODE	DEPOSIT NUMBER	DEPOSIT DATE	DEPOSIT AMOUNT	APPLY
214780009	DANIEL TAYLOR	178868	1/16/14	WA		9/03/13	102.80	C
217380016	JENNY PYLE	178869	1/16/14	WA		10/29/13	43.34	C
222420000	JESS & JILL HARDER	178870	1/16/14	WA		11/16/12	98.68	C
309130009	NICOLE BARTLEY	178872	1/16/14	WA		8/17/10	18.34	C
313790006	CARINA KRAFT	178871	1/16/14	WA		10/28/13	84.34	C
RPT TOTAL							347.50	

Utility Deposit Refund

INVOICE	LN	DIST	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	DISC TK	PAID AMT	CHECK NO

365 VISION BANK										
011614	1	600	1/16/2014	NSF-STANFIELD	125.00	.00		.00	125.00	10214000 M
011614	2	610	1/16/2014	NSF-STANFIELD	125.00	.00		.00	125.00	10214000 M
				** TOTAL **	250.00	.00	250.00	.00	250.00	
011614A	1	600	1/16/2014	NSF-LOWMAN	30.00	.00		.00	30.00	10714000 M
011614A	2	610	1/16/2014	NSF-LOWMAN	30.00	.00		.00	30.00	10714000 M
				** TOTAL **	60.00	.00	60.00	.00	60.00	
011614B	1	600	1/16/2014	ACH REFUND	212.80	.00		.00	212.80	10914000 M
011614B	2	610	1/16/2014	ACH REFUND	212.80	.00		.00	212.80	10914000 M
				** TOTAL **	425.60	.00	425.60	.00	425.60	
				** VENDOR TOTAL **	735.60	.00	735.60	.00	735.60	
898 IOWA STATE UNIVERSITY										
011614	1	001	1/16/2014	SCHWARTZ-GIS TRAINING	125.00	.00		.00	125.00	178816 M
011614	2	110	1/16/2014	SCHWARTZ-GIS TRAINING	125.00	.00		.00	125.00	178816 M
011614	3	600	1/16/2014	SCHWARTZ-GIS TRAINING	125.00	.00		.00	125.00	178816 M
011614	4	610	1/16/2014	SCHWARTZ-GIS TRAINING	125.00	.00		.00	125.00	178816 M
				** TOTAL **	500.00	.00	500.00	.00	500.00	
				** VENDOR TOTAL **	500.00	.00	500.00	.00	500.00	
1659 TREASURER/STATE OF IOWA										
011614	1	600	1/16/2014	QTRLY TAXES-DEC 13	8905.67	.00		.00	8905.67	10814000 M
011614	2	610	1/16/2014	QTRLY TAXES-DEC 13	2694.33	.00		.00	2694.33	10814000 M
				** TOTAL **	11600.00	.00	11600.00	.00	11600.00	
				** VENDOR TOTAL **	11600.00	.00	11600.00	.00	11600.00	
2953 GLOBAL PAYMENTS										
011614	1	600	1/16/2014	CC FEES-QTY 9	34.75	.00		.00	34.75	1014001 M
011614	2	610	1/16/2014	CC FEES-QTY 9	34.75	.00		.00	34.75	1014001 M
				** TOTAL **	69.50	.00	69.50	.00	69.50	
				** VENDOR TOTAL **	69.50	.00	69.50	.00	69.50	
3506 CDS GLOBAL										
011614	1	600	1/16/2014	UB ON-LINE PROCESSING	73.62	.00		.00	73.62	10114000 M
011614	2	610	1/16/2014	UB ON-LINE PROCESSING	73.62	.00		.00	73.62	10114000 M
				** TOTAL **	147.24	.00	147.24	.00	147.24	
				** VENDOR TOTAL **	147.24	.00	147.24	.00	147.24	
9999991991 ELDON CUNNINGHAM										
011614	1	600	1/16/2014	UB OVERPYMNT	54.26	.00		.00	54.26	178815 M
011614	2	610	1/16/2014	UB OVERPYMNT	54.26	.00		.00	54.26	178815 M
				** TOTAL **	108.52	.00	108.52	.00	108.52	
				** VENDOR TOTAL **	108.52	.00	108.52	.00	108.52	
				** MANUAL CHK TOTAL **					13160.86	
				** GRAND TOTAL **	13160.86	.00	13160.86	.00	13160.86	

Manual 1/15

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

ACCOUNTS PAYABLE CLAIMS					

4IMPRINT, INC	BAGS-CAREAR DAY-QTY 350		602.98		
AARP MEDICARE RX ENHANCED	[REDACTED] medical	29.60			
AARP MEDICARE RX ENHANCED	[REDACTED] medical	134.60	164.20		
ACCESS SYSTEMS LEASING	CITY HALL PRINTING CONTRACT		437.20		
ALBERT BEHLING	[REDACTED] medical		657.95		
MICHAEL BRODERICK	FRC SNOW REMOVAL-DEC		595.00		
ALLIANT ENERGY	TRAFFIC LIGHTS	43,219.78			
ALLIANT ENERGY	UTILITIES-PD	1,435.42			
ALLIANT ENERGY	6H/STORY-TRAFFIC LIGHTS	1,152.19			
ALLIANT ENERGY	4TH/STORY-STREET LIGHT	165.91	45,973.30		
ARNOLD MOTOR SUPPLY	PUMP	41.30			
ARNOLD MOTOR SUPPLY	AIR FITTINGS	6.05			
ARNOLD MOTOR SUPPLY	JEEP REPAIRS	3.69			
ARNOLD MOTOR SUPPLY	REPAIRS-SEWER VAC	7.40			
ARNOLD MOTOR SUPPLY	REPAIRS-PEOPLE LIGHTS	14.68			
ARNOLD MOTOR SUPPLY	BATTERY-08 F250	181.29			
ARNOLD MOTOR SUPPLY	PLOW OIL	8.85			
ARNOLD MOTOR SUPPLY	SHOP TOOL	8.29			
ARNOLD MOTOR SUPPLY	HYDRAULIC OIL	130.98			
ARNOLD MOTOR SUPPLY	SCRAPER TOOL	11.99			
ARNOLD MOTOR SUPPLY	CREDIT MEMO	33.69-			
ARNOLD MOTOR SUPPLY	OIL	213.60			
ARNOLD MOTOR SUPPLY	AIR FILTER-DUMP TRUCK	21.60			
ARNOLD MOTOR SUPPLY	TRANSMISSION FLUID-DUMP TRUCK	249.22			
ARNOLD MOTOR SUPPLY	CREDIT MEMO	14.81-			
ARNOLD MOTOR SUPPLY	HEADLIGHT CONNECTOR	5.49			
ARNOLD MOTOR SUPPLY	BATTERY	26.05			
ARNOLD MOTOR SUPPLY	CREDIT MEMO	7.50-			
ARNOLD MOTOR SUPPLY	LIGHT BULB	10.74			
ARNOLD MOTOR SUPPLY	OXYGEN-CUTTING TORCH	26.99			
ARNOLD MOTOR SUPPLY	OIL FILTER	2.33	914.54		
BENJAMIN MICHAEL CONRAD	1415 3RD-SNOW REMOVAL		260.00		
BOONE CHAMBER OF COMMERCE	3RD QTR HOTEL/MOTEL		13,750.00		
BOONE COUNTY RECORDER	TITLE CHG TO CITY [REDACTED]	17.00			
BOONE COUNTY RECORDER	DEMOLITION-MALCOLM	22.00	39.00		
BOONE HARDWARE	SUPPLIES	1.94			
BOONE HARDWARE	CHRISTMAS LIGHTS	18.97			
BOONE HARDWARE	BOLTS	2.64			
BOONE HARDWARE	SHOP SUPPLIES	8.49			
BOONE HARDWARE	SUPPLIES-WTP	11.97			
BOONE HARDWARE	FRC SUPPLIES	30.97			
BOONE HARDWARE	REPAIR SUPPLIES	3.99			
BOONE HARDWARE	REPAIR SUPPLIES	6.49			
BOONE HARDWARE	PAINT/BATTERIES	31.97			
BOONE HARDWARE	MASONRY BIT	6.49			
BOONE HARDWARE	ICE MELT	27.98			
BOONE HARDWARE	SHOVEL-FRC	49.95			
BOONE HARDWARE	BATTERY	23.92			
BOONE HARDWARE	FRC REPAIRS	154.49			
BOONE HARDWARE	LOCATOR BATTERIES	7.98			
BOONE HARDWARE	CHAIN	15.00			

Council/Open Bills

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
BOONE HARDWARE	SPRAY PAINT	5.98			
BOONE HARDWARE	SHOP SUPPLIES	20.98			
BOONE HARDWARE	FRC EXIT SIGN BATTERY	149.95			
BOONE HARDWARE	SUPPLIES-PD	5.98	586.13		
CARPENTER UNIFORM CO	HATS/FIRE DEPT-QTY 25		238.53		
CDS GLOBAL	POSTAGE	2,239.09			
CDS GLOBAL	MTHLY PROCESSING	2,229.80	4,468.89		
CENTRAL IOWA DISTRIBUTING	BAGS-WTP	194.50			
CENTRAL IOWA DISTRIBUTING	ICE MELT-WTP	47.08	241.58		
CENTURYLINK	[REDACTED]	47.59			
CENTURYLINK	[REDACTED]	216.75			
CENTURYLINK	[REDACTED]	315.50	579.84		
CITY OF BOONE	[REDACTED] UTILITIES	332.26			
CITY OF BOONE	[REDACTED] UTILITIES	21.19			
CITY OF BOONE	[REDACTED]-UTILITIES	13.22			
CITY OF BOONE	[REDACTED]-UTILITIES	13.22	379.89		
J & J RESTAURANTS LLC	BUDGET WORKSHOP		79.97		
CULLIGAN OF BOONE	LAB WATER		63.10		
CUTTING EDGE	AWARDS-QTY 3		168.00		
DAVID ADES	[REDACTED]-CLOTH ALLOW		377.68		
DES MOINES AREA COLLEGE	BACKGROUND CHECKS-QTY 2		30.00		
DONALD WILSON	[REDACTED] medical		334.18		
DUFFY'S APPLIANCES	DRYER REPAIR		102.73		
FBG SERVICE CORPORATION	CLEANING SVCS/C HALL-JAN 14		694.00		
GALLS LLC	[REDACTED] Cloth Allow	48.29			
GALLS LLC	[REDACTED] CLOTH ALLOW	260.96	309.25		
GRAYMONT WESTERN LIME INC	LIME	3,852.02			
GRAYMONT WESTERN LIME INC	LIME	3,801.80	7,653.82		
HACH COMPANY	LAB TESTS	64.77			
HACH COMPANY	LAB TESTS	831.02	895.79		
HAWKINS WATER TREATMENT GROUP	CHEMICALS		2,859.70		
HD SUPPLY FACILITIES MAINT	SUPPLIES	336.00			
HD SUPPLY FACILITIES MAINT	METERS/PARTS-QTY 26	4,753.50			
HD SUPPLY FACILITIES MAINT	WATER METERS-QTY 4	1,108.00	6,197.50		
HOME OFFICE	SUPPLIES-FIRE DEPT	21.68			
HOME OFFICE	PLOTTER PAPER	62.33			
HOME OFFICE	2014 EMPLOYEE PLANNERS-QTY 12	274.80			
HOME OFFICE	A/P ENVELOPES	165.75			
HOME OFFICE	ENVELOPES	8.79			
HOME OFFICE	OFFICE SUPPLIES	27.77			
HOME OFFICE	INK CART	33.98			
HOME OFFICE	OFFICE SUPPLIES	20.97			
HOME OFFICE	OFFICE SUPPLIES	14.99			
HOME OFFICE	INK CART	44.58			
HOME OFFICE	RECEIPT TAPE ROLLS	113.09	788.73		
HOUSTON & SEEMAN P C	FY2013 AUDIT PYMT		4,500.00		
HULL PLUMBING AND HEATING	TOILET REPAIR-ENG OFFICE		65.75		
I. S. C. I. A	CONF REG-[REDACTED]		150.00		
IOWA DEPT TRANSPORTATION	SNOW PLOW BITS		1,562.62		
IA DIVISION OF LABOR SERVICES	FRC BOILER CERTIFICATION		50.00		
IOWA ONE CALL	LOCATES		29.10		
IOWA PRISON INDUSTRIES	SIGNS		2,721.60		
INTERNATIONAL ASSOC OF FIRE CH	[REDACTED]-ASSN DUES		234.00		
INTERNATIONAL CODE COUNCIL	MEMBERSHIP-[REDACTED]		125.00		

*** CITY OF BOONE IA ***
ACCOUNTS PAYABLE ACTIVITY
CLAIMS REPORT

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
INTERSTATE POWER SYSTEMS	EMGCY GENERATOR REPAIRS	1,024.60			
INTERSTATE POWER SYSTEMS	EMGCY GENERATOR REPAIRS	855.83			
INTERSTATE POWER SYSTEMS	PORTABLE GENERATOR REPAIRS	1,135.17	3,015.60		
JERRY CARNEY & SONS INC	REPAIRS-PD JEEP	100.00			
JERRY CARNEY & SONS INC	REPAIRS-PD JEEP	100.00			
JERRY CARNEY & SONS INC	CREDIT MEMO	100.00-	100.00		
KIMBALL MIDWEST	SHOP SUPPLIES		691.06		
KWBG	ADV CONTRACT-DEC 13		325.00		
ROGER & JANE MARTIN	FUEL		16,111.07		
MID-IOWA SOLID WASTE EQUIPMENT	SEWER CAMARA REPAIRS		320.97		
MOLITOR CONSTRUCTION	SNOW REMOVAL-C HALL		135.00		
MUNICIPAL SUPPLY CO	REPAIR WATER PIPES		252.77		
PROBUILD NORTH LLC	MATERIALS-WTP	35.54			
PROBUILD NORTH LLC	CREDIT MEMO	16.49-	19.05		
QUICK OIL CO	PROPANE	1,938.36			
QUICK OIL CO	PROPANE	2,256.00			
QUICK OIL CO	PROPANE	676.80	4,871.16		
RESERVE ACCOUNT	POSTAGE REFILL		1,500.00		
STATE HYGIENIC LABORATORY	LAB TESTS	152.00			
STATE HYGIENIC LABORATORY	LAB TESTS	493.00			
STATE HYGIENIC LABORATORY	LAB TESTS	139.00	784.00		
STEVEN PEASLEY	[REDACTED]		754.31		
STOREY KENWORTHY	COPY PAPER		119.96		
TOTAL CHOICE SHIPPING	SHIPPING-WATER SAMPLES	27.68			
TOTAL CHOICE SHIPPING	SHIPPING-WATER SAMPLES	9.32	37.00		
UNITYPOINT HEALTH	CPR CARDS		52.00		
US CELLULAR	WIRELESS INTERNET-FIRE		27.75		
VERIZON WIRELESS SERVICES LLC	WIRELESS INTERNET-PD	280.19			
VERIZON WIRELESS SERVICES LLC	WIRELESS INTERNET-WTP	40.01	320.20		
VISA	PD VIDEO RECORDERS-QTY 3		967.87		
WALTERS SANITARY SERVICE INC	WASTE REMOVAL/WTP-DEC 13	156.00			
WALTERS SANITARY SERVICE INC	WASTE REMOVAL/WWTP-DEC 13	230.90	386.90		
**** OPEN	TOTAL ****		130,673.22		
*****			=====		
*****	REPORT TOTAL *****		130,673.22		
			=====		

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
25 DAVID ADES							
011614	1	001	1/21/2014	ADES-CLOTH ALLOW	377.68	001-110-6181	CLOTHING ALLOWANCE
** VENDOR TOTAL **					377.68	.00	377.68
39 ALBERT BEHLING							
011614	1	112	1/21/2014	12-19 BO CO FAM MEDICINE	42.00	112-930-6150	GROUP INSURANCE PAYMENTS
011614	2	112	1/21/2014	12-2 MEDICAP REIMB	242.83	112-930-6150	GROUP INSURANCE PAYMENTS
011614	3	112	1/21/2014	12-2 MEDICAP REIMB	76.25	112-930-6150	GROUP INSURANCE PAYMENTS
011614	4	112	1/21/2014	12-24 MEDICAP REIMB	203.98	112-930-6150	GROUP INSURANCE PAYMENTS
011614	5	112	1/21/2014	12-10 MEDICAP REIMB	36.19	112-930-6150	GROUP INSURANCE PAYMENTS
011614	6	112	1/21/2014	12-4 MEDICAP REIMB	56.70	112-930-6150	GROUP INSURANCE PAYMENTS
** TOTAL **					657.95	.00	657.95
** VENDOR TOTAL **					657.95	.00	657.95
45 ALLIANT ENERGY							
011614	1	110	1/21/2014	TRAFFIC LIGHTS	334.15	110-240-6371	TRAFFIC UTILITIES
011614	2	110	1/21/2014	SSTREET LIGHTS	12865.83	110-230-6371	STREET LIGHTING
011614	3	001	1/21/2014	SIRENS	40.57	001-620-6371	UTILITIES/SIRENS/CIVIL DF
011614	4	001	1/21/2014	POOL	274.63	001-435-6371	UTILITIES
011614	5	001	1/21/2014	C HALL	3795.03	001-650-6371	UTILITIES
011614	6	110	1/21/2014	C SHED	1205.46	110-210-6371	UTILITIES
011614	7	600	1/21/2014	WATER	13561.28	600-811-6371	UTILITIES
011614	8	610	1/21/2014	SEWER	10692.18	610-816-6371	UTILITIES
011614	9	001	1/21/2014	CEMETERY	450.65	001-450-6371	UTILITIES
** TOTAL **					43219.78	.00	43219.78
011614A	1	001	1/21/2014	UTILITIES-PD	1435.42	001-110-6371	UTILITIES
011614B	1	110	1/21/2014	6H/STORY-TRAFFIC LIGHTS	64.55	110-240-6371	TRAFFIC UTILITIES
011614B	2	110	1/21/2014	8TH ST ALLEY-STREET LIGHTS	924.25	110-230-6371	STREET LIGHTING
011614B	3	110	1/21/2014	1410 8TH-STREET LIGHTS	43.70	110-230-6371	STREET LIGHTING
011614B	4	352	1/21/2014	1415 3RD-NSP	119.69	352-750-6799	NEIGHBOR STABILIZATION (NSP)
** TOTAL **					1152.19	.00	1152.19
011614C	1	110	1/21/2014	4TH/STORY-STREET LIGHT	165.91	110-230-6371	STREET LIGHTING
** VENDOR TOTAL **					45973.30	.00	45973.30
86 ARNOLD MOTOR SUPPLY							
8-224989	1	610	1/21/2014	PUMP	41.30	610-816-6350	REPAIRS
8-225091	1	110	1/21/2014	AIR FITTINGS	6.05	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-225099	1	001	1/21/2014	JEEP REPAIRS	3.69	001-110-6332	REPAIRS/CARS
8-225252	1	610	1/21/2014	REPAIRS-SEWER VAC	7.40	610-817-6599	SUPPLIES
8-225404	1	110	1/21/2014	REPAIRS-PEOPLE LIGHTS	14.68	110-230-6371	STREET LIGHTING
8-225600	1	110	1/21/2014	BATTERY-08 F250	181.29	110-210-6350	REPAIRS-EQUIP/MECHANIC

Council/Open Bills

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
86 ARNOLD MOTOR SUPPLY							
8-225734	1	600	1/21/2014	PLOW OIL	8.85	600-811-6350	REPAIRS
8-225881	1	110	1/21/2014	SHOP TOOL	8.29	110-210-6599	SUPPLIES
8-225941	1	110	1/21/2014	HYDRAULIC OIL	130.98	110-210-6331	GAS & OIL
8-226208	1	110	1/21/2014	SCRAPER TOOL	11.99	110-210-6599	SUPPLIES
8-226216	1	110	1/21/2014	CREDIT MEMO	33.69-	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-226248	1	600	1/21/2014	OIL	213.60	600-811-6350	REPAIRS
8-226289	1	001	1/21/2014	AIR FILTER-DUMP TRUCK	21.60	001-430-6350	REPAIRS/EQUIPMENT MAINT
8-226295	1	001	1/21/2014	TRANSMISSION FLUID-DUMP TRUC	249.22	001-430-6350	REPAIRS/EQUIPMENT MAINT
8-226347	1	001	1/21/2014	CREDIT MEMO	14.81-	001-150-6332	REPAIRS
8-226391	1	001	1/21/2014	HEADLIGHT CONNECTOR	5.49	001-110-6332	REPAIRS/CARS
8-226460	1	600	1/21/2014	BATTTERY	26.05	600-811-6350	REPAIRS
8-226494	1	600	1/21/2014	CREDIT MEMO	7.50-	600-811-6350	REPAIRS
8-226736	1	001	1/21/2014	LIGHT BULB	10.74	001-110-6332	REPAIRS/CARS
8-226746	1	110	1/21/2014	OXYGEN-CUTTING TORCH	26.99	110-210-6599	SUPPLIES
8-226953	1	001	1/21/2014	OIL FILTER	2.33	001-110-6332	REPAIRS/CARS
** VENDOR TOTAL **					914.54	.00	914.54
90 IA ONE CALL							
157767	1	600	1/21/2014	LOCATES	14.55	600-810-6599	MISCELLANEOUS
157767	2	610	1/21/2014	LOCATES	14.55	610-815-6599	MISC REFUNDS/NSF FEE
** TOTAL **					29.10	.00	29.10
** VENDOR TOTAL **					29.10	.00	29.10
178 BOONE COUNTY RECORDER							
135362	1	307	1/21/2014	TITLE CHG TO CITY-OSTREKO	17.00	307-750-6750	DEMOLITION
135498	1	307	1/21/2014	DEMOLITION-MALCOLM	22.00	307-750-6750	DEMOLITION
** VENDOR TOTAL **					39.00	.00	39.00
287 CARPENTER UNIFORM COMPANY							
356479	1	001	1/21/2014	HATS/FIRE DEPT-QTY 25	238.53	001-150-6181	CLOTHING ALLOWANCE
** VENDOR TOTAL **					238.53	.00	238.53
312 CENTRAL IA DISTRIBUTING							

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
312 CENTRAL IA DISTRIBUTING							
102778	1	600	1/21/2014	BAGS-WTP	194.50	600-811-6599	MISCELLANEOUS
102779	1	600	1/21/2014	ICE MELT-WTP	47.08	600-811-6310	BUILDING & GROUNDS
** VENDOR TOTAL **					241.58	.00	241.58
320 BOONE CHAMBER OF COMMERCE							
011614	1	003	1/21/2014	3RD QTR HOTEL/MOTEL	13750.00	003-520-6599	CONVENTION & VISITORS/HOTEL
** VENDOR TOTAL **					13750.00	.00	13750.00
361 COLORADO GRILL							
1226	1	001	1/21/2014	BUDGET WORKSHOP	79.97	001-620-6230	TRAINING/GOAL SETTING
** VENDOR TOTAL **					79.97	.00	79.97
422 CULLIGAN WATER CONDITIONI							
145694	1	610	1/21/2014	LAB WATER	45.00	610-816-6490	LAB TESTS
145694	2	610	1/21/2014	COOLER RENTAL	18.10	610-816-6490	LAB TESTS
** TOTAL **					63.10	.00	63.10
** VENDOR TOTAL **					63.10	.00	63.10
479 CITY OF BOONE							
011614	1	730	1/21/2014	FRC UTILITIES	332.26	730-899-6371	UTILITIES/FAMILY RESOURCE
011614A	1	352	1/21/2014	1415 3RD-UTILITIES	21.19	352-750-6799	NEIGHBOR STABILIZATION (NSP)
011614B	1	352	1/21/2014	1201 BOONE-UTILITIES	13.22	352-750-6799	NEIGHBOR STABILIZATION (NSP)
011614C	1	352	1/21/2014	721 BENTON-UTILITIES	13.22	352-750-6799	NEIGHBOR STABILIZATION (NSP)
** VENDOR TOTAL **					379.89	.00	379.89
495 IA DIVISION OF LABOR SERV							
011614	1	730	1/21/2014	FRC BOILER CERTIFICATION	50.00	730-899-6499	SERVICES
** VENDOR TOTAL **					50.00	.00	50.00
499 DES MOINES AREA COMM COLL							
G-41791A	1	001	1/21/2014	BACKGROUND CHECKS-QTY 2	30.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
** VENDOR TOTAL **					30.00	.00	30.00
524 DUFFYS APPLIANCES							
011614	1	610	1/21/2014	DRYER REPAIR	102.73	610-816-6350	REPAIRS
** VENDOR TOTAL **					102.73	.00	102.73
595 HAWKINS WATER TREATMENT G							
3549960RI	1	600	1/21/2014	CHEMICALS	2859.70	600-811-6501	CHEMICALS

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

595 HAWKINS WATER TREATMENT G							
** VENDOR TOTAL **					2859.70	.00	2859.70
645 GALLS INC							
001422985	1	001	1/21/2014	LESHER CHECK	29.91	001-110-6181	CLOTHING ALLOWANCE
001422985	2	001	1/21/2014	LESHER-CLOTH ALLOW	78.20	001-110-6181	CLOTHING ALLOWANCE
** TOTAL **					48.29	.00	48.29
001431619	1	001	1/21/2014	MAYSE-CLOTH ALLOW	260.96	001-110-6181	CLOTHING ALLOWANCE
** VENDOR TOTAL **					309.25	.00	309.25
702 HACH COMPANY							
8625190	1	600	1/21/2014	LAB TESTS	64.77	600-811-6490	LAB ANALYSIS - STATE
8627736	1	610	1/21/2014	LAB TESTS	831.02	610-816-6490	LAB TESTS
** VENDOR TOTAL **					895.79	.00	895.79
802 STATE HYGIENIC LABORATORY							
30313	1	600	1/21/2014	LAB TESTS	152.00	600-811-6490	LAB ANALYSIS - STATE
30315	1	610	1/21/2014	LAB TESTS	493.00	610-816-6490	LAB TESTS
30316	1	600	1/21/2014	LAB TESTS	139.00	600-811-6490	LAB ANALYSIS - STATE
** VENDOR TOTAL **					784.00	.00	784.00
821 INT ASSOC OF FIRE CHIEFS							
011614	1	001	1/21/2014	ADAMS-ASSN DUES	234.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
** VENDOR TOTAL **					234.00	.00	234.00
833 IA PRISON INDUSTRIES							
930845	1	110	1/21/2014	STREET SIGNS	2721.60	110-210-6509	SIGNS/POSTS/SIGNALS
** VENDOR TOTAL **					2721.60	.00	2721.60
841 INT CODE COUNCIL							
011614	1	001	1/21/2014	MEMBERSHIP-ADAMS	125.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
** VENDOR TOTAL **					125.00	.00	125.00
848 IA DEPT OF TRANSPORTATION							
16297	1	110	1/21/2014	SNOW PLOW BITS	1562.62	110-210-6599	SUPPLIES
** VENDOR TOTAL **					1562.62	.00	1562.62
878 INTERSTATE POWER SYSTEMS							
R012036473	1	600	1/21/2014	EMGCY GENERATOR REPAIRS	1024.60	600-811-6350	REPAIRS

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

878 INTERSTATE POWER SYSTEMS							
R012036690	1	610	1/21/2014	EMGCY GENERATOR REPAIRS	855.83	610-816-6350	REPAIRS
R012036691	1	610	1/21/2014	PORTABLE GENERATOR REPAIRS	1135.17	610-816-6350	REPAIRS
** VENDOR TOTAL **					3015.60	.00	3015.60
965 JERRY CARNEY & SONS INC							
636201	1	001	1/21/2014	REPAIRS-PD JEEP	100.00	001-110-6332	REPAIRS/CARS
636462	1	001	1/21/2014	REPAIRS-PD JEEP	100.00	001-110-6332	REPAIRS/CARS
636670	1	001	1/21/2014	CREDIT MEMO	100.00-	001-110-6332	REPAIRS/CARS
** VENDOR TOTAL **					100.00	.00	100.00
1024 KIMBALL MIDWEST							
3319311	1	110	1/21/2014	SHOP SUPPLIES	691.06	110-210-6599	SUPPLIES
** VENDOR TOTAL **					691.06	.00	691.06
1057 KWBG							
18188	1	001	1/21/2014	ADV CONTRACT-DEC 13	162.40	001-620-6414	PUBLICATIONS
18188	2	110	1/21/2014	ADV CONTRACT-DEC 13	162.60	110-211-6414	PUBLICATIONS (RADIO/PAPER)
** TOTAL **					325.00	.00	325.00
** VENDOR TOTAL **					325.00	.00	325.00
1168 MARTIN OIL							
37149	1	110	1/21/2014	FUEL	5614.59	110-210-6331	GAS & OIL
37149	2	600	1/21/2014	FUEL	288.28	600-811-6331	GAS AND OIL
37149	3	600	1/21/2014	FUEL	723.07	600-812-6331	GAS & OIL
37149	4	001	1/21/2014	FUEL	170.30	001-170-6331	GAS & OIL
37149	5	001	1/21/2014	FUEL	185.53	001-620-6240	TRAVEL/CONFERENCE EXPENSE
37149	6	001	1/21/2014	FUEL	1362.90	001-430-6331	GAS & OIL
37149	7	001	1/21/2014	FUEL	548.97	001-450-6331	GAS & OIL
37149	8	001	1/21/2014	FUEL	4486.87	001-110-6331	GAS & OIL
37149	9	001	1/21/2014	FUEL	1544.07	001-150-6331	GAS & OIL
37149	10	610	1/21/2014	FUEL	546.76	610-817-6331	GAS AND OIL
37149	11	610	1/21/2014	FUEL	639.73	610-816-6331	GAS/OIL
** TOTAL **					16111.07	.00	16111.07
** VENDOR TOTAL **					16111.07	.00	16111.07
1297 MUNICIPAL SUPPLY COMPANY							
0550393-IN	1	600	1/21/2014	REPAIR WATER PIPES	252.77	600-811-6310	BUILDING & GROUNDS
** VENDOR TOTAL **					252.77	.00	252.77
1389 STEVEN PEASLEY							
011614	1	112	1/21/2014	1/12-12/13 RX REIMB MEDICAP	754.31	112-930-6150	GROUP INSURANCE PAYMENTS
** VENDOR TOTAL **					754.31	.00	754.31

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

1404 HOUSTON & SEEMAN P C							
011614	1	001	1/21/2014	FY2013 AUDIT PYMT	1125.00	001-620-6401	AUDIT/CITY BUDGET
011614	2	600	1/21/2014	FY2013 AUDIT PYMT	1125.00	600-810-6401	AUDIT
011614	3	610	1/21/2014	FY2013 AUDIT PYMT	1125.00	610-815-6401	AUDIT
011614	4	110	1/21/2014	FY2013 AUDIT PYMT	1125.00	110-211-6401	AUDIT
** TOTAL **					4500.00	.00	4500.00
** VENDOR TOTAL **					4500.00	.00	4500.00
1412 HOME OFFICE							
68341	1	001	1/21/2014	SUPPLIES-FIRE DEPT	21.68	001-150-6599	MISC/SUPPLIES
68355	1	001	1/21/2014	PLOTTER PAPER	62.33	001-170-6506	SUPPLIES/OFFICE
68390	1	110	1/21/2014	2014 EMPLOYEE PLANNERS-QTY 1	274.80	110-210-6599	SUPPLIES
68399	1	001	1/21/2014	A/P ENVELOPES	41.44	001-620-6506	SUPPLIES/OFFICE
68399	2	110	1/21/2014	A/P ENVELOPES	41.44	110-211-6506	SUPPLIES/OFFICE
68399	3	600	1/21/2014	A/P ENVELOPES	41.44	600-810-6506	SUPPLIES/OFFICE
68399	4	610	1/21/2014	A/P ENVELOPES	41.43	610-815-6506	SUPPLIES/OFFICE
** TOTAL **					165.75	.00	165.75
68462	1	600	1/21/2014	ENVELOPES	4.40	600-810-6506	SUPPLIES/OFFICE
68462	2	610	1/21/2014	ENVELOPES	4.39	610-815-6506	SUPPLIES/OFFICE
** TOTAL **					8.79	.00	8.79
68472	1	001	1/21/2014	OFFICE SUPPLIES	27.77	001-620-6506	SUPPLIES/OFFICE
68504	1	110	1/21/2014	INK CART	33.98	110-211-6506	SUPPLIES/OFFICE
68544	1	001	1/21/2014	OFFICE SUPPLIES	20.97	001-620-6506	SUPPLIES/OFFICE
68545	1	600	1/21/2014	OFFICE SUPPLIES	7.49	600-810-6506	SUPPLIES/OFFICE
68545	2	610	1/21/2014	OFFICE SUPPLIES	7.50	610-815-6506	SUPPLIES/OFFICE
** TOTAL **					14.99	.00	14.99
68606	1	600	1/21/2014	INK CART	44.58	600-812-6599	SUPPLIES
68631	1	600	1/21/2014	RECEIPT TAPE ROLLS	56.55	600-810-6506	SUPPLIES/OFFICE
68631	2	610	1/21/2014	RECEIPT TAPE ROLLS	56.54	610-815-6506	SUPPLIES/OFFICE
** TOTAL **					113.09	.00	113.09
** VENDOR TOTAL **					788.73	.00	788.73
1454 CENTURYLINK							
011614	1	001	1/21/2014	DSL-PD	47.59	001-110-6373	TELEPHONE
011614A	1	001	1/21/2014	SIREN	216.75	001-620-6373	TELEPHONE
011614B	1	001	1/21/2014	SIREN/ALARM LINE	74.00	001-110-6373	TELEPHONE
011614B	2	600	1/21/2014	SIREN/ALARM LINE	241.50	600-812-6499	WATER TOWER MAINTENANCE
** TOTAL **					315.50	.00	315.50

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
** VENDOR TOTAL **					579.84	.00	579.84
1822 VERIZON WIRELESS							
9717370270	1	001	1/21/2014	WIRELESS INTERNET-PD	280.19	001-110-6373	TELEPHONE
9717428753	1	600	1/21/2014	WIRELESS INTERNET-WTP	40.01	600-811-6506	SUPPLIES/OFFICE
** VENDOR TOTAL **					320.20	.00	320.20
1848 WALTERS SANITARY SERVICE							
3CX02063	1	600	1/21/2014	WASTE REMOVAL/WTP-DEC 13	156.00	600-811-6372	LANDFILL/USERS FEES
3CX02064	1	610	1/21/2014	WASTE REMOVAL/WWTP-DEC 13	230.90	610-816-6372	LANDFILL/USERS FEES
** VENDOR TOTAL **					386.90	.00	386.90
1898 DONALD WILSON							
011614	1	112	1/21/2014	12/23 SWANSON DRUG REIMB	40.00	112-930-6150	GROUP INSURANCE PAYMENTS
011614	2	112	1/21/2014	1/7 SWANSON DRUG REIMB	38.00	112-930-6150	GROUP INSURANCE PAYMENTS
011614	3	112	1/21/2014	1/14 SWANSON DRUG REIMB	18.00	112-930-6150	GROUP INSURANCE PAYMENTS
011614	4	112	1/21/2014	1/14 SWANSON DRUG REIMB	4.00	112-930-6150	GROUP INSURANCE PAYMENTS
011614	5	112	1/21/2014	12/17 SWANSON DRUG REIMB	18.00	112-930-6150	GROUP INSURANCE PAYMENTS
011614	6	112	1/21/2014	12/17 SWANSON DRUG REIMB	4.00	112-930-6150	GROUP INSURANCE PAYMENTS
011614	7	112	1/21/2014	12/17 SWANSON DRUG REIMB	4.00	112-930-6150	GROUP INSURANCE PAYMENTS
011614	8	112	1/21/2014	1/7 SWANSON DRUG REIMB	198.00	112-930-6150	GROUP INSURANCE PAYMENTS
011614	9	112	1/21/2014	1/14 SWANSON DRUG REIMB	10.18	112-930-6150	GROUP INSURANCE PAYMENTS
** TOTAL **					334.18	.00	334.18
** VENDOR TOTAL **					334.18	.00	334.18
1953 HULL PLUMBING & HEATING							
3851	1	001	1/21/2014	TOILET REPAIR-ENG OFFICE	65.75	001-650-6310	REPAIRS
** VENDOR TOTAL **					65.75	.00	65.75
1963 BOONE HARDWARE							
817940	1	600	1/21/2014	SUPPLIES	1.94	600-811-6310	BUILDING & GROUNDS
818263	1	110	1/21/2014	CHRISTMAS LIGHTS	18.97	110-230-6499	BEAUTIFICATION/DOWNTOWN
818416	1	110	1/21/2014	BOLTS	2.64	110-210-6350	REPAIRS-EQUIP/MECHANIC
819203	1	001	1/21/2014	SHOP SUPPLIES	8.49	001-150-6310	BUILDING MAINTENANCE
819917	1	600	1/21/2014	SUPPLIES-WTP	11.97	600-811-6310	BUILDING & GROUNDS
819962	1	730	1/21/2014	FRC SUPPLIES	30.97	730-899-6599	SUPPLIES
820069	1	110	1/21/2014	REPAIR SUPPLIES	3.99	110-210-6310	REPAIRS/CITY SHED
820137	1	110	1/21/2014	REPAIR SUPPLIES	6.49	110-210-6310	REPAIRS/CITY SHED

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
				1963 BOONE HARDWARE			
820562	1	001	1/21/2014	PAINT/BATTERIES	31.97	001-620-6506	SUPPLIES/OFFICE
820601	1	600	1/21/2014	MASONRY BIT	6.49	600-811-6350	REPAIRS
820613	1	001	1/21/2014	ICE MELT	27.98	001-150-6310	BUILDING MAINTENANCE
820624	1	730	1/21/2014	SHOVEL-FRC	49.95	730-899-6599	SUPPLIES
821072	1	610	1/21/2014	BATTERY	23.92	610-816-6350	REPAIRS
821165	1	730	1/21/2014	FRC REPAIRS	154.49	730-899-6399	FRC-REPAIRS
821179	1	600	1/21/2014	LOCATOR BATTERIES	7.98	600-812-6599	SUPPLIES
821187	1	600	1/21/2014	CHAIN	15.00	600-811-6350	REPAIRS
821377	1	600	1/21/2014	SPRAY PAINT	5.98	600-811-6350	REPAIRS
821450	1	001	1/21/2014	SHOP SUPPLIES	20.98	001-150-6310	BUILDING MAINTENANCE
821514	1	730	1/21/2014	FRC EXIT SIGN BATTERY	149.95	730-899-6599	SUPPLIES
821685	1	001	1/21/2014	SUPPLIES-PD	5.98	001-110-6599	POLICE EQUIP/SUPPLIES
				** VENDOR TOTAL **	586.13	.00	586.13
				2129 TOTAL CHOICE SHIPPING			
63639	1	600	1/21/2014	SHIPPING-WATER SAMPLES	27.68	600-811-6490	LAB ANALYSIS - STATE
64173	1	610	1/21/2014	SHIPPING-WATER SAMPLES	9.32	610-816-6490	LAB TESTS
				** VENDOR TOTAL **	37.00	.00	37.00
				2329 I S C I A			
011614	1	001	1/21/2014	CONF REG-SKARE	150.00	001-110-6240	TRAVEL/CONF/TRAINING EXP
				** VENDOR TOTAL **	150.00	.00	150.00
				2468 CUTTING EDGE			
11697	1	001	1/21/2014	AWARDS-QTY 3	168.00	001-150-6599	MISC/SUPPLIES
				** VENDOR TOTAL **	168.00	.00	168.00
				2496 US CELLULAR			
0020307070	1	001	1/21/2014	WIRELESS INTERNET-FIRE	27.75	001-150-6373	TELEPHONE,RADIO REPAIR
				** VENDOR TOTAL **	27.75	.00	27.75
				2712 STOREY KENWORTHY			
PINV164099	1	001	1/21/2014	COPY PAPER	119.96	001-110-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	119.96	.00	119.96

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

				2740 HD SUPPLY WATERWORKS LTD			
B859045	1	600	1/21/2014	SUPPLIES	336.00	600-812-6599	SUPPLIES
B859071	1	610	1/21/2014	METERS/PARTS-QTY 26	4753.50	610-817-6504	METERS
B888398	1	610	1/21/2014	WATER METERS-QTY 4	1108.00	610-817-6504	METERS
				** VENDOR TOTAL **	6197.50	.00	6197.50

				2855 FBG SERVICE CORP			
707458	1	001	1/21/2014	CLEANING SVCS/C HALL-JAN 14	694.00	001-650-6409	CITY HALL CLEANING
				** VENDOR TOTAL **	694.00	.00	694.00

				2861 QUICK OIL COMPANY			
30154	1	600	1/21/2014	PROPANE	1938.36	600-811-6379	PROPANE
30250	1	600	1/21/2014	PROPANE	2256.00	600-811-6379	PROPANE
30327	1	600	1/21/2014	PROPANE	676.80	600-811-6379	PROPANE
				** VENDOR TOTAL **	4871.16	.00	4871.16

				2973 MID-IOWA SOLID WASTE EQUI			
35405	1	610	1/21/2014	SEWER CAMARA REPAIRS	320.97	610-817-6505	EQUIPMENT
				** VENDOR TOTAL **	320.97	.00	320.97

				2975 PROBUILD NORTH LLC			
647626	1	600	1/21/2014	MATERIALS-WTP	35.54	600-811-6310	BUILDING & GROUNDS
647747	1	600	1/21/2014	CREDIT MEMO	16.49-	600-811-6310	BUILDING & GROUNDS
				** VENDOR TOTAL **	19.05	.00	19.05

				3132 MOLITOR CONSTRUCTION			
8401	1	001	1/21/2014	SNOW REMOVAL-C HALL	135.00	001-650-6499	SERVICES/PEST CONTROL
				** VENDOR TOTAL **	135.00	.00	135.00

				3135 ALL SEASON CARE			
12311326	1	730	1/21/2014	FRC SNOW REMOVAL-DEC	595.00	730-899-6499	SERVICES
				** VENDOR TOTAL **	595.00	.00	595.00

				3154 4IMPRINT			
3160681	1	110	1/21/2014	BAGS-CAREAR DAY-QTY 350	602.98	110-211-6230	TRAINING
				** VENDOR TOTAL **	602.98	.00	602.98

				3167 BEN CONRAD			
011614	1	352	1/21/2014	1415 3RD-SNOW REMOVAL	80.00	352-750-6799	NEIGHBOR STABILIZATION (NSP)

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

3167 BEN CONRAD							
011614	2	352	1/21/2014	721 BENTON-SNOW REMOVAL	80.00	352-750-6799	NEIGHBOR STABILIZATION (NSP)
011614	3	352	1/21/2014	1201 BOONE-SNOW REMOVAL	100.00	352-750-6799	NEIGHBOR STABILIZATION (NSP)
** TOTAL **					260.00	.00	260.00
** VENDOR TOTAL **					260.00	.00	260.00
3214 ACCESS SYSTEMS LEASING							
14687988	1	001	1/21/2014	CITY HALL PRINTING CONTRACT	26.24	001-170-6506	SUPPLIES/OFFICE
14687988	2	001	1/21/2014	CITY HALL PRINTING CONTRACT	30.60	001-620-6599	MISC/MAINTENANCE AGREMNT
14687988	3	600	1/21/2014	CITY HALL PRINTING CONTRACT	174.88	600-810-6506	SUPPLIES/OFFICE
14687988	4	610	1/21/2014	CITY HALL PRINTING CONTRACT	174.88	610-815-6506	SUPPLIES/OFFICE
14687988	5	110	1/21/2014	CITY HALL PRINTING CONTRACT	30.60	110-211-6506	SUPPLIES/OFFICE
** TOTAL **					437.20	.00	437.20
** VENDOR TOTAL **					437.20	.00	437.20
3337 VISA							
011614	1	001	1/21/2014	PD VIDEO RECORDERS-QTY 3	195.73	001-110-6599	POLICE EQUIP/SUPPLIES
011614	2	600	1/21/2014	WATER RATE WEBINAR	255.00	600-811-6240	TRAVEL/CONFERENCE EXPENSE
011614	3	001	1/21/2014	C HALL PICTURE FRAMES	35.97	001-620-6506	SUPPLIES/OFFICE
011614	4	001	1/21/2014	CS WK CONF EXP-NELSON	225.33	001-520-6240	CONF/CAR ALLOW
011614	5	001	1/21/2014	CS WK CONF EXP-ELMQUIST/CLAY	235.84	001-520-6240	CONF/CAR ALLOW
011614	6	001	1/21/2014	TRAINING SYSTEM SOFTWARE	20.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
** TOTAL **					967.87	.00	967.87
** VENDOR TOTAL **					967.87	.00	967.87
3423 GRAYMONT CAPITAL INC							
29688 RI	1	600	1/21/2014	LIME	3852.02	600-811-6501	CHEMICALS
30277	1	600	1/21/2014	LIME	3801.80	600-811-6501	CHEMICALS
** VENDOR TOTAL **					7653.82	.00	7653.82
3472 RESERVE ACCOUNT							
011614	1	001	1/21/2014	POSTAGE REFILL	82.86	001-620-6508	POSTAGE
011614	2	001	1/21/2014	POSTAGE REFILL	105.00	001-110-6508	POSTAGE
011614	3	001	1/21/2014	POSTAGE REFILL	15.00	001-430-6508	POSTAGE
011614	4	001	1/21/2014	POSTAGE REFILL	24.61	001-150-6508	POSTAGE
011614	5	001	1/21/2014	POSTAGE REFILL	190.36	001-410-6508	POSTAGE
011614	6	001	1/21/2014	POSTAGE REFILL	46.86	001-170-6508	POSTAGE
011614	7	001	1/21/2014	POSTAGE REFILL	15.31	001-280-6508	POSTAGE
011614	8	600	1/21/2014	POSTAGE REFILL	435.00	600-810-6508	POSTAGE
011614	9	001	1/21/2014	POSTAGE REFILL	15.00	001-450-6508	POSTAGE
011614	10	610	1/21/2014	POSTAGE REFILL	435.00	610-815-6508	POSTAGE
011614	11	001	1/21/2014	POSTAGE REFILL	15.00	001-240-6508	POSTAGE
011614	12	110	1/21/2014	POSTAGE REFILL	120.00	110-211-6508	PCSTAGE
** TOTAL **					1500.00	.00	1500.00
** VENDOR TOTAL **					1500.00	.00	1500.00

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

3506 CDS GLOBAL							
011614A	1	600	1/21/2014	POSTAGE	1119.54	600-810-6499	UB OUTSOURCING
011614A	2	610	1/21/2014	POSTAGE	1119.55	610-815-6499	UB OUTSOURCING
** TOTAL **					2239.09	.00	2239.09
1312D0100	1	600	1/21/2014	MTHLY PROCESSING	984.90	600-810-6499	UB OUTSOURCING
1312D0100	2	610	1/21/2014	MTHLY PROCESSING	984.90	610-815-6499	UB OUTSOURCING
1312D0100	3	001	1/21/2014	NEWSLETTER	130.00	001-620-6414	PUBLICATIONS
1312D0100	4	110	1/21/2014	NEWSLETTER	130.00	110-211-6414	PUBLICATIONS (RADIO/PAPER)
** TOTAL **					2229.80	.00	2229.80
** VENDOR TOTAL **					4468.89	.00	4468.89
3563 AARP MEDICARE RX ENHANCED							
011614	1	112	1/21/2014	JAN PREM DIFF-BEHLING	29.60	112-930-6150	GROUP INSURANCE PAYMENTS
011614A	1	112	1/21/2014	FEB MEDICARE RX-BEHLING	134.60	112-930-6150	GROUP INSURANCE PAYMENTS
** VENDOR TOTAL **					164.20	.00	164.20
3566 UNITYPOINT HEALTH							
5416	1	001	1/21/2014	CPR CARDS	52.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
** VENDOR TOTAL **					52.00	.00	52.00
** GRAND TOTAL **					130673.22	.00	130673.22



Alcohol Inspection Form

City of Boone
923 8th Street
Boone, IA 50036

Type of Request: [X] RENEWAL [] NEW LICENSE

IOWA RAILROAD HISTORICAL SOCIETY 225-10TH ST, P.O. BOX 603 BOONE, IA 50036
Company/Applicant Address City, State Zip

FENNER STEVENSON 515-432-4249 fenner@bsvrr.com
Primary Contact Name Phone e-mail

WBN000384 MARCH 3, 2014
License Number Expiration

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

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

Fenner Stevenson Applicant Signature Co-Applicant 1/8/14 Date

OFFICE USE ONLY: Following an investigation of persons and properties connected with this Beer or Liquor License application, we submit our opinion for the approval of this application to the Boone City Council.
Boone Police Department (515) 432-3456 [X] no objection [] object Initials Date 1/8/14
Boone Fire Department (515) 432-3446 [X] no objection [] object Initials Date 1/8/14
Boone Building Official (515) 433-0633 [X] no objection [] object Initials Date 8 Jan 14

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



Alcohol Inspection Form

City of Boone
923 8th Street
Boone, IA 50036

Type of Request: [X] RENEWAL [] NEW LICENSE

La Casyeta #2 1215 S STORY ST Boone IA 50036
Company/Applicant Address City, State Zip

Martin Fuentes 515-432-5100
Primary Contact Name Phone e-mail

LC0031765 2-14-14
License Number Expiration

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

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

Martin Fuentes 1-15-14
Applicant Signature Co-Applicant Date

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

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

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2218

RESOLUTION APPROVING THE EXECUTION OF PROFESSIONAL SERVICES AGREEMENT FOR COMPUTER SERVICES BETWEEN THE CITY OF BOONE AND MCGILL COMPUTER SERVICES.

WHEREAS, the City of Boone desires to retain the services of McGill Computer Services to provide services to include server maintenance, network maintenance, desktop maintenance and issues related to the operation of all computers within the City's computer system. The locations include City Hall, Public Works Shed, Water Treatment Plant, Wastewater Treatment Plant, Fire Station, and Parks Department(including the cemetery office); and

WHEREAS, McGill Computer Services will provide a phone contact for service calls during business hours and one during non business hours if they are different. Calls for assistance will be returned within 2 hours. If unable to fix the problem over the phone and if it is an emergency, McGill Computer Services will be present at City within 4-6 hours. If it is not an emergency the issue must be attended to within 24-48 hours of the time the issue was reported. McGill Computer Services will provide quotes to the City for hardware purchases when requested; and

WHEREAS, City will pay \$12,000.00 per year to McGill Computer Services for the provision of the computer services. Payment will be broken into 12 monthly payments of \$1,000.00 per month. The \$12,000.00 will cover consultant work and assistance to the City.

WHEREAS, The contract period will run from July 1, 2014 to June 30, 2017 with an option to renew the contract for three more years if no party objects to current terms. If either party would like to re-negotiate the terms of the contract, they will give a 90-day notice to the other party. If the standards of response established in the contract are not adhered to, the City may terminate the contract immediately.

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

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

PASSED THIS 20th day of January, 2014.

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

Shari Gillespie
Steven Ray
Kevin Hicks

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

Fenner Stevenson
Gary Nystrom

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

Nick Mallas
Greg Piklapp

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

Mayor
City of Boone

Clerk
City of Boone

Computer Services Contract

The City of Boone (City) and McGill Computer Services (Consultant) enter into the following contract. Consultant agrees to provide services to include server maintenance, network maintenance, desktop maintenance and issues related to the operation of all computers within the City’s computer system. The locations include City Hall, Public Works Shed, Water Treatment Plant, Wastewater Treatment Plant, Fire Station, and Parks Department (including the cemetery office).

1. **Services to be Provided:** Consultant will provide a phone contact for service calls during business hours and one during non business hours if they are different. Consultant will return calls for assistance within 2 hours. If unable to fix the problem over the phone and if it is an emergency, the consultant must be present at City within 4-6 hours. If it is not an emergency the consultant must be at City within 24-48 hours of the time the issue was called to the Consultant. The consultant will work with City existing software providers to provide a seamless process of service to the City staff. The consultant will provide quotes to the City for hardware purchases when requested.

2. **Compensation Paid to Consultant:** City will pay \$12,000.00 per year to the consultant for the provision of the computer services. Payment will be broke up in to 12 monthly payments of \$1,000.00 per month. The \$12,000.00 will cover consultant work and assistance to the City.

3. **Termination Conditions:** If the standards of response established in the contract are not adhered to, the City may terminate the contract immediately.

4. **Contract Period and Renewal Option:** The three year contract period will run from July 1, 2014 to June 30, 2017 with an option to renew the contract for three more years if no party objects to current terms. If either party would like to re-negotiate the terms of the contract, they will give a 90-day notice to the other party.

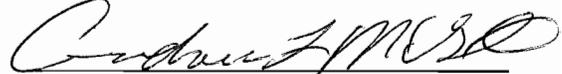
Dated: _____

CITY:

John Slight, Mayor

Luke Nelson, City Administrator/Clerk

MCGILL COMPUTER SERVICES



Andrew L. McGill, Consultant

RESOLUTION NO. 2219

WHEREAS, the City of Boone, Iowa has considered and adopted a Resolution declaring the need for a Housing Authority in the City of Boone, Iowa, said Resolution No. 434, dated September 17, 1980 and;

WHEREAS, the City of Boone has adopted the Articles of Agreement creating the Central Iowa Regional Housing Authority (CIRHA), dated February 12, 1980, and;

WHEREAS, each member government shall have one representative and one alternate to CIRHA to serve for a term of three years, and;

WHEREAS, such representative and alternate shall be appointed by the Mayor with the approval of the local governing body.

NOW THEREFORE BE IT RESOLVED, pursuant to the provision of Chapter 28E, Code of Iowa, 1981, and by virtue of our office, we hereby approve the Mayor's Chairperson's appointment of the persons hereinafter named to serve as representative and alternate to CIRHA, representing this City/County and to serve for the number of years appearing, as specified above, respectfully, from this 20th day of January, 2014.

REPRESENTATIVE

Randy Schmitz
1120 Southview Court
Boone, IA 50036
515-432-2684

ALTERNATE REPRESENTATIVE

IN WITNESS WHEREOF, I have hereunto signed my name as Mayor of the local governing body of this City, to be attached hereto this 20th day of January, 2014.

SEAL

Mayor

ATTEST:

City Clerk

OATH OF MEMBER OF THE
CENTRAL IOWA REGIONAL HOUSING AUTHORITY

STATE OF IOWA

COUNTY OF BOONE

I do solemnly swear or affirm that I will support the Constitution of the United States and the constitution of this state, and that I will faithfully discharge the duties as a member of the Board of Representatives for the Central Iowa Regional Housing Authority according to the best of my ability.

Signature

Beth A. Brincks, a Notary Public in and for the County of Boone, State of Iowa, hereby certify that Randy Schmitz, to me personally known and by me known to be one of the members of the Central Iowa Regional Housing Authority appeared before me on the th day of, 2014, and made the above oath.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

My commission expires September 11, 2015

CERTIFICATE OF MEMBERSHIP

I, Luke Nelson, do hereby certify as follows:

1. I am the duly appointment, qualified and acting City Administrator/City Clerk of the City of Boone, Iowa. In such capacity, I am familiar with the organization, membership and activities.
2. The names and dates of the appointment of the Representative to the Central Iowa Regional Housing Authority are as follows:

NAME

Randy Schmitz

DATE OF APPOINTMENT

January 20, 2014

3. None of the above named officers is ineligible to hold or disqualified from holding, under the provision of applicable law, the respective appointment specified above.

In witness whereof, I have hereunto set my hand and the duly adopted official seal of the City this 20th day of January, 2014.

Signature

City Clerk

RESOLUTION NO. 2220

Resolution adopting and approving Tax Compliance Procedures relating to
Tax-Exempt Conduit Bonds

WHEREAS, the City of Boone, Iowa (the "City"), is authorized and empowered by Chapter 419 of the Code of Iowa (the "Act") to issue bonds and notes for the purpose of financing or refunding the cost of certain projects defined in the Act (the "Projects"); and

WHEREAS, the City has issued, and may issue in the future, bonds, notes or other obligations, the interest on which is intended to be excluded from federal income tax of the holders thereof and loan the proceeds thereof to a private entity (a "Borrower") (such tax-exempt bonds are hereinafter referred to as "Conduit Bonds"); and

WHEREAS, a Borrower must comply with certain requirements of the Internal Code of 1986, as amended (the "Code") regarding use of the proceeds of Conduit Bonds and investment of proceeds of Conduit Bonds and certain other moneys related to Conduit Bonds (the "Continuing Requirements"); and

WHEREAS, as a condition of the issuance of Conduit Bonds, the City requires each Borrower to enter into an agreement or certificate (a "Tax Exemption Agreement") setting forth the factual basis and the City's expectations with respect to the related Conduit Bonds that support the exclusion of the interest on such Conduit Bonds from the federal income tax of the holders thereof; and

WHEREAS, the City deems it necessary and desirable to formally memorialize certain policies and procedures in connection with the issuance of Conduit Bonds and the compliance policy for Conduit Bonds is attached hereto as Exhibit A (the "Conduit Bonds Compliance Policy");

NOW, THEREFORE, Be It Resolved by the City Counsel of the City of Boone, Iowa, as follows:

Section 1. The Conduit Bonds Compliance Policy is hereby adopted as set forth in Exhibit A. The Conduit Bonds Compliance Policy shall be dated as of the date hereof.

Section 2. This Resolution does not amend or have any effect on the Post-Issuance Compliance Policy adopted by the City on March 5, 2012, and such Post-Issuance Compliance Policy shall remain in full force and effect.

Section 3. That all resolutions, parts of resolutions, and prior actions of the City in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. That the provisions of this Resolution are hereby declared to be separable and if any action, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 5. That this Resolution shall become effective immediately upon its passage and approval.

Passed and approved this 20th day of January, 2014.

Mayor

Attest: _____

City Clerk

City of Boone, Iowa
Tax Compliance Procedures
Relating to Conduit Tax-Exempt Bonds

Dated: January 20, 2014

It is the policy of the Issuer that for any conduit bonds (the “Conduit Bonds”) issued on behalf of a conduit borrower (the “Borrower”) the Borrower shall be responsible for and shall establish written procedures in the applicable bond documents for the issuance such Conduit Bonds (the “Conduit Bond Documents”) to address ongoing compliance with applicable financial and tax requirements, arbitrage/rebate requirements, remedial actions and other applicable post-issuance requirements of federal tax law throughout the term of the Conduit Bonds (collectively, the “Borrower’s Post Issuance Compliance Procedures”).

It is the Issuer’s policy that the Borrower shall be responsible for compliance with all of the following:

A. Arbitrage Rebate and Yield Requirements

- (i) determining the likelihood of complying with an arbitrage rebate exemption;
- (ii) if necessary, engaging the services of a rebate service provider;
- (iii) assuring payment of required rebate amounts, if any, no later than 60 days after each 5 year anniversary of the issue date of the Conduit Bonds, and no later than 60 days after the last Conduit Bond of each issue is paid or redeemed; and
- (iv) during the construction period of each capital project financed in whole or in part by Conduit Bonds, monitoring the investment and expenditure of Conduit Bond proceeds and consulting with the rebate service provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month, 18 months or 2 year spending period, as applicable, following the issue date of the Conduit Bonds.

B. Use of Bond Proceeds and Bond-Financed or Refinanced Assets

- (i) monitoring the use of Conduit Bond proceeds (including investment earnings and including reimbursement of expenditures made before bond issuance) and the use of Bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) (the “Conduit Bond-Financed Property”) throughout the term of the Conduit Bonds to ensure compliance with covenants and restrictions set forth in the Conduit Bond Documents;
- (ii) maintaining records identifying the Conduit Bond-Financed Property with proceeds of each issue of Conduit Bonds (including investment earnings and

including reimbursement of expenditures made before bond issuance), including a final allocation of Conduit Bond proceeds as described below under “Record Keeping Requirements”;

- (iii) consulting with bond counsel and other legal counsel and advisers in the review of any change in use of Conduit Bond-Financed Property to ensure compliance with all covenants and restrictions set forth in the Conduit Bond Documents; and
- (iv) to the extent that the Borrower discovers that any applicable tax restrictions regarding use of Conduit Bond proceeds and Conduit Bond-Financed Property will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

C. **Record Keeping Requirement**

- (i) retaining copies of the Conduit Bond closing transcript(s) and other relevant documentation delivered to the Borrower at or in connection with closing of the issue of Conduit Bonds;
- (ii) retaining copies of all material documents relating to capital expenditures financed or refinanced by Conduit Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Conduit Bond proceeds and records identifying the Conduit Bond-Financed Property, including a final allocation of Conduit Bond proceeds and the Final Completion Report filed pursuant to the Conduit Bond Documents;
- (iii) retaining copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any; and
- (iv) ensuring the required 8038 forms (including 8038-T forms) are filed on a timely basis.

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2221

AUTHORIZATION THE EXECUTION OF A COOPERATIVE AGREEMENT FOR A CORRIDOR STUDY WITH THE IOWA DEPARTMENT OF TRANSPORTATION

WHEREAS, the City desires to complete a study of long term solutions to transportation issues along the U.S. 30 corridor in the vicinity of the city of Boone, as well as potential modifications of Iowa 17 north of U.S. 30. The study would benefit the DOT by identifying potential operational and safety deficiencies in the U.S. 30 corridor, as well as identifying potential improvements to Iowa 17 north of U.S. 30. The study corridor will examine U.S. 30 from Montana Road east to U Avenue and Iowa 17 from U.S. 30 north to 190th Street. The limits of the study may be adjusted as the request for proposal is developed; and

WHEREAS, the City has received a \$40,000 grant in Surface Transportation Program (STP) funds from the Central Iowa Regional Transportation Planning Alliance (CIRTPA) and matched those funds with \$10,000 in local funds.

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

The City Council hereby authorizes the Mayor to sign the cooperative agreement with the Iowa Department of Transportation for a corridor study. The executed agreement will be placed on file in the City Clerk's Office.

PASSED THIS 20th day of January 2014.

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

Shari Gillespie
Steven Ray
Kevin Hicks

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

Fenner Stevenson
Gary Nystrom

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

Nick Mallas
Greg Pıklapp

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

Mayor
City of Boone

Clerk
City of Boone

**IOWA DEPARTMENT OF TRANSPORTATION
Cooperative Agreement
Corridor Study**

County	<u>Boone</u>
City	<u>Boone</u>
Project No.	<u>NHSN-030-4(88)--2R-08</u>
Iowa DOT	
Agreement No.	2014-16-230
Staff Action No.	<u>S-2014-0341</u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Boone, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The LPA proposes to complete a study of long term solutions to transportation issues along the U.S. 30 corridor in the vicinity of the city of Boone, as well as potential modifications of Iowa 17 north of U.S. 30. The study would benefit the DOT by identifying potential operational and safety deficiencies in the U.S. 30 corridor, as well as identifying potential improvements to Iowa 17 north of U.S. 30. The study corridor will examine U.S. 30 from Montana Road east to U Avenue and Iowa 17 from U.S. 30 north to 190th Street. The limits of the study may be adjusted as the request for proposal is developed; and

The LPA has received a \$40,000 grant in Surface Transportation Program (STP) funds from the Central Iowa Regional Transportation Planning Alliance (CIRTPA) and matched those funds with \$10,000 in local funds. The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the DOT and the LPA; and

Therefore, it is agreed as follows:

1. Project Information

- a. The LPA shall be the agency for carrying out the provisions of this agreement and will administer a consultant contract to complete the study and prepare the necessary reports.
- b. The DOT will be given the opportunity to review and comment on the draft report as well as the final report prior to releasing information to the public.
- c. The LPA and DOT shall notify each other of all meetings, hearings, and review sessions held relating to this project. Said notifications will be provided at least five (5) days in advance of the event and shall be made to the designated representative.

2. Project Costs

- a. The total cost of the study is estimated at \$150,000. The DOT agrees to contribute up to \$100,000 for study expenses subsequent to the expenditure of the \$40,000 CIRTPA funding and the LPA's \$10,000 match. Any remaining study costs will be the responsibility of the LPA.
- b. The LPA will bear all costs except those allocated to the DOT under other terms of this Agreement.

3. General Provisions

- a. The LPA shall maintain records, documents, and other evidence in support of the work performed under the terms of this agreement. All accounting practices applied and all records maintained will be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT and / or the Federal Highway Administration (FHWA), or their designees at all reasonable times. The LPA shall provide copies of said records and documents to the DOT upon request. The LPA shall also require its contractors to permit authorized representatives of the DOT and / or the FHWA to inspect all work materials, records, and any other data with regard to agreement related costs, revenues and operating sources. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final amendment / modification to the project in the FHWA's Fiscal Management Information System (FMIS). Upon receipt of such approval by FHWA, the DOT will notify the LPA of the record retention date.
- b. In accordance with Iowa Code Chapter 216, the LPA shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
- d. This agreement is not assignable without the prior written consent of the DOT.
- e. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- f. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. The DOT and the LPA agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.
- g. This Agreement may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
- h. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

March 2010

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2014-16-230 as of the date shown opposite its signature below.

CITY OF BOONE:

By: _____ Date _____, 20__.

Title: Mayor

I, _____, certify that I am the Clerk of the City, and that _____, who signed said Agreement for and on behalf of the City was duly authorized to execute the same on the ____ day of _____, 20__.

Signed: _____

City Clerk of Boone, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20__.

Scott A. Dockstader
District Engineer
District 1

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2222

AUTHORIZATION THE EXECUTION OF AN AGREEMENT FOR DESIGN SERVICES WITH DESIGN ALLIANCE OF WAUKEE, IA FOR A PUBLIC SERVICES FACILITY

WHEREAS, the City desires to build a new public services facility; and

WHEREAS, the City has gone through an interview process for the selection of an architectural firm for the design of the public services facility. Design Alliance of Waukee, Iowa was chosen for design services; and

WHEREAS, the public services facility will be a two-part project with part one having a stipulated sum fee of \$9,500.00 and part two having a fee to be established based upon mutual agreement at the conclusion of part one.

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

The City Council hereby authorizes the Mayor to sign the agreement with Design Alliance for design services for a public services facility. The executed agreement will be placed on file in the City Clerk's Office.

PASSED THIS 20th day of January 2014.

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

Shari Gillespie
Steven Ray
Kevin Hicks

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

Fenner Stevenson
Gary Nystrom

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

Nick Mallas
Greg Piklapp

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

Mayor
City of Boone

Clerk
City of Boone



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the thirteenth day of January in the year two thousand fourteen.

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Boone, Iowa
932 8th Street
Boone, Iowa 50317

and the Architect:
(Name, legal status, address and other information)

Design Alliance, Inc.
14225 University Avenue, Suite 110
Waukee, Iowa 50263

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

for the following Project:
(Name, location and detailed description)

Boone Public Services Facility – A Two-Part Project
Part 1 includes the following as described in Design Alliance's July 31, 2013 Proposal and the October 1, 2013 letter from Design Alliance to John Rouse.

- Establish Priorities
- Build Consensus
- Document Space Needs
- Explore Alternatives
- Investigate Costs
- Work with City to help with fundraising.

Part 2 includes the following as also described in the July 31, 2013 Proposal and as set forth in this document:

- Completion of Schematic Design Phase
- Design Development Phase
- Construction Document Phase
- Bidding Phase
- Construction Phase Services

The Owner and Architect agree as follows.

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User Notes:

(1516586036)

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Project involves a Public Services Facility to be located in Boone, Iowa. The program for the facility shall be established during Part 1. The cost of the facility has not been discussed. The goal is to complete Part 1 services prior to January 1, 2015.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Not Known

.2 Substantial Completion date:

Not Known

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000

.2 Automobile Liability

\$1,000,000

.3 Workers' Compensation

\$100,000; \$100,000; \$500,000

.4 Professional Liability

\$2,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations

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and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with

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reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Architect	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	
§ 4.1.6 Building Information Modeling (E202™-2008)	Architect	

§ 4.1.7	Civil engineering	Architect	
§ 4.1.8	Landscape design	Not Provided	
§ 4.1.9	Architectural Interior Design (B252™–2007)	Architect	
§ 4.1.10	Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11	Detailed cost estimating	Architect	
§ 4.1.12	On-site Project Representation (B207™–2008)	Not Provided	
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record drawings	Not Provided	
§ 4.1.15	As-Constructed Record drawings	Not Provided	
§ 4.1.16	Post occupancy evaluation	Architect	
§ 4.1.17	Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™–2007)	Not Provided	
§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™–2012)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.1.1 Programming – Architect shall work with City staff to inventory equipment, determine space requirements, and prepare a document to describe the space needs for the facility.

4.1.2 Multiple Preliminary Designs – Architect shall explore multiple options for addressing the building program.

4.1.3 Measured Drawings – Architect will not do detailed measured drawings of existing buildings unless those buildings are to be modified.

4.1.4 Existing Facility Surveys – Architect shall conduct general visual architectural assessment of existing buildings and document those observations in a report. A detailed Structural, ADA, Building Code, or Mechanical/Electrical analysis is not included.

4.1.5 Site Evaluation and Planning – Architect will review site options to evaluate suitability for the intended functions. A detailed environmental, geotechnical or engineering evaluation is not included.

4.1.6 Building Information Modeling – Architect anticipates using BIM on the project.

4.1.7 Civil Engineering – For Part 2, Architect will obtain the services of a consulting Civil Engineer, unless those services are provided by the County.

4.1.8 Landscape Design – It is not anticipated Landscape Design services will be required.

4.1.9 Interior Design – Architect shall design interior finishes and recommend colors.

4.1.10 Value Analysis – Cost estimates will be provided as required based upon the phase of the project.

4.1.11 Detailed Cost Estimating – Cost estimates will be provided as required based upon the phase of the project.

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4.1.16 Post Occupancy Evaluation – Architect shall return to the project approximately 11 months after Substantial Completion to document any work required of the contractor.

The remainder of the items are defined using industry recognized definitions.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

(Paragraphs deleted)

- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twenty (20) visits to the site by the Architect over the duration of the Project during construction
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the

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Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional

person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

For Part 1 Services, a stipulated sum fee of \$9,500.

For Part 2 Services, a fee to be established based upon mutual agreement at the conclusion of Part 1.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Hourly, in accordance with Exhibit 1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Hourly, in accordance with Exhibit 1.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus five percent (5 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: Part 2 Only

Schematic Design Phase	fifteen	percent (15	%)
Design Development Phase	twenty	percent (20	%)

Construction Documents Phase	forty percent (40	%)
Bidding or Negotiation Phase	five percent (5	%)
Construction Phase	twenty percent (20	%)
Total Basic Compensation	one hundred percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit 1

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- (Paragraph deleted)*
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus five percent (5 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

A stipulated sum of \$5,000.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

| Rate allowed by Iowa Law
%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

| Exhibit 1 – Design Alliance Hourly Rates

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed name and title)

David J. Harrison, Vice President

(Printed name and title)

Init.

EXHIBIT 1

2013

HOURLY RATES

Principal/Architect	\$150.00
Senior Architect	\$138.00
Project Architect	\$132.00
Architect	\$ 108.00
Project Manager	\$ 92.00
Senior Designer	\$ 88.00
Senior Draftsman	\$ 74.00
Junior Draftsman	\$ 56.00
Clerical	\$ 59.00

ORDINANCE NO. 2199

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

Section 1. Purpose: To allow the City of Boone, Iowa to change the Cigarette and Tobacco Taxes Ordinance (Persons under legal age).

Section 2. Chapter 46, Section 46.02 CIGARETTE AND TOBACCO TAXES is hereby amended by deleting the current section and replacing it as follows:

46.02 CIGARETTE AND TOBACCO TAXES. (Person under legal age)
(Code of Iowa, Sec. 453A.2)

1. A person shall not sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under eighteen years of age.
2. A person under eighteen years of age shall not smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, or cigarettes.
3. Possession of cigarettes or tobacco products by an individual under eighteen years of age does not constitute a violation under this section if the individual under eighteen years of age possesses the cigarettes or tobacco products as part of the individual employment and the individual is employed by a person who holds a valid permit under this chapter or who lawfully offers for sale or sells cigarettes or tobacco products.
(Code of Iowa, Sec. 453A.2)

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

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

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

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2013.

John Slight – Mayor

Attest:

Luke Nelson – City Clerk

**All volunteers are cordially invited
to be our guest at the
Iowa Railroad Historical Society
(Boone & Scenic Valley Railroad & Museum)**

**Volunteer Dinner* / Annual Meeting
to be held**

**Saturday, January 25, 2014
in the**

**James H. Andrew Railroad
Museum & History Center
at the Boone & Scenic Valley Railroad**

**Social time at 5 p.m.
Dinner & Entertainment at 5:30 p.m.
Annual Meeting at 6:30 p.m.**

For Volunteer Dinner Reservations

**Please RSVP to 432-4249
by January 17, 2014**

*** The volunteer dinner is for those of you who have so
graciously given of your time in support of the operation of the
Boone & Scenic Valley Railroad in 2013**

BOONE POLICE DEPARTMENT

COUNCIL REPORT

December, 2013

	2012	2013
MURDER CHARGES FILED	0	0
ASSAULT/INTIMIDATION CHARGES FILED	7	5
<i>ASSAULT/INTIMIDATION REPORTED</i>	11	6
BURGLARY/THEFT CHARGES FILED	4	1
<i>BURGLARY/THEFTS REPORTED</i>	26	11
<i>STOLEN PROPERTY VALUE</i>	\$8,378.27	\$4,004.00
<i>RECOVERED PROPERTY VALUE</i>	\$354.99	\$0.00
DESTRUCTION/CRIM MISCHIEF FILED	0	3
<i>CRIM MISCHIEF REPORTED</i>	6	9
<i>DAMAGED PROPERTY VALUE</i>	\$5,501.00	\$5,451.00
DRUG/NARCOTIC VIOLATIONS	3	5
ALCOHOL VIOLATIONS	4	3
<i>ALL OTHER OFFENSES REPORTED</i>	17	12
TOTAL ACCIDENTS	19	13
TOTAL INJURIES	2	0
TOTAL FATALITIES	0	0
TOTAL TRAFFIC CITATIONS	69	52
*NUMBER OF CALLS FOR SERVICE	570	578
SICK LEAVE HOURS:		
OFFICERS:	135.75	263
OTHERS:	1.5	1.5
VACATION LEAVE HOURS:		
OFFICERS:	222.5	351
OTHERS:	23	30
FUNERAL LEAVE HOURS:	0	0
MILITARY LEAVE HOURS:	0	0
JURY DUTY LEAVE HOURS:	0	0
OVERTIME HOURS:	0	0
OFFICERS:	154.25	156.75
PART-TIME OFFICER:	54	100

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