



City Council Meeting Notice

Governing Body: City Council of Boone, Iowa

Date of Meeting: October 6, 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
 - A. Proclamation Boone Kids Club Annual lights on Event (Kim Peterson)
 - B. Public Hearing for October 6, 2014 at 7:00 p.m. to Consider Property Exchange with the Union Pacific Railroad
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
 - B. LIBRARY – Jamie Williams
 - C. FINANCE OFFICER- Ondrea Elmquist
 - D. CITY ATTORNEY – Jim Robbins
 - E. DIRECTOR OF PARKS AND PUBLIC WORKS – John Rouse
 - F. UTILITIES SUPERINTENDANT – Roy Martin
 1. Final Pay Request and Certification for Grit System Project
 2. Certification of Completion of Work
 - G. CITY ENGINEER - Wayne Schwartz
 - H. DIRECTOR OF PUBLIC SAFETY – Bill Skare
 1. Approve Civil Service List/New Officer Position
 2. Ordinance Changes for Weeds and Snow
 - I. CITY ADMINISTRATOR – Luke Nelson
6. CONSENT AGENDA – All items listed under the Consent Agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.
 - A. MINUTES of previous meetings
 - B. BILLS PAYABLE – Gillespie
 - C. PERMITS

1. Alcohol Licenses
 - a. New License – none
 - b. Renewal – Midwest Creations
 - c. Transfer – none
2. Cigarette/Tobacco Permit - none

D. RESOLUTIONS

1. 2279 - Resolution Authorizing the Execution of an Agreement and Authorizing the Transfer of Title of Real Property for 903 Story Street, Boone, Iowa
2. 2280 - Resolution Authorizing the Amendment to the Services Agreement with Region XII (NSP)
3. 2281 - Resolution Authorizing the Execution of a Contract for Demolition of 1004 Story Street, Boone, Iowa

7. ORDINANCES

- A.** First Reading of Ordinance 2207 - To Allow the City of Boone, Iowa to Change the Noxious Weeds and Growths Ordinance.
- B.** First Reading of Ordinance 2208 - To Allow the City of Boone, Iowa to Change the Sidewalk Regulations Ordinance.
- C.** First Reading of Ordinance 2209 - To Allow the City of Boone, Iowa to Change the Penalties as it Pertains to the Curfew Concerning Minors.
- D.** First Reading of 2210 - To Allow the City of Boone, Iowa to Change Chapter 45 Alcohol Consumption and Intoxication as it Pertains to Persons Under Legal Age.
- E.** First Reading of 2211 – To Allow the City of Boone, Iowa to Change the Penalties as it Pertains to Municipal Infractions.
- F.** Second Reading of Ordinance 2205 – Amending Trees on Private Property
- G.** Second Reading of Ordinance 2206 - Ordinance Amending the Official Zoning Map - Various Areas from R2 to R1

8. MAYOR’S COMMENTS

9. COUNCILMEMBER’S COMMENTS

10. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

11. MOTION TO ADJOURN

KIDS CLUB STATISTICS

Every year at Kids Club we ask the teachers to complete a pre and post survey about the children in their class that attend Kids Club. It measures their academic performance, behavior and attitude and peer relationships. Below are the results:

75% of the children who attended Kids Club maintained or increased their **positive behavior and attitude**

85% maintained or increased their **academic achievement**

83% maintained or increased their ability to **interact in positive peer relationships**

In 2011-2012 the Kids Club program served **82 students** after school and during the summer.

In 2012-2013 the Kids Club program served **96 students** after school and during the summer.

This 2013-2014 school year, we are currently serving **66 students**. This does not include new families that can be admitted over the course of the school year and of course does not include the families we will serve during our summer program.

PROPERTY EXCHANGE AGREEMENT

THIS PROPERTY EXCHANGE AGREEMENT ("Agreement") is entered into _____, 2014 ("Effective Date"), between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, whose address is 1400 Douglas Street, Omaha, Nebraska 68179 ("UPRR"), and **CITY OF BOONE, IOWA**, a municipal corporation of the State of Iowa, whose address is 923 8th Street, Boone, Iowa 50036 ("Exchangor"). UPRR and Exchangor are sometimes collectively referred to as the "Acquiring Parties" and individually as an "Acquiring Party".

RECITALS:

A. UPRR owns the real property and any improvements situated thereon in the City of Boone, Boone County, Iowa, shown cross-hatched in red and labeled "Sale from UPRR to City" on **Exhibit A** attached hereto ("UPRR Property").

B. Exchangor owns the real property and any improvements situated thereon in the City of Boone, Boone County, Iowa, shown cross-hatched in yellow and labeled "Sale from City to UPRR" on **Exhibit A** ("Exchangor's Property"). The UPRR Property and the Exchangor's Property are sometimes referred to as the "Exchange Properties" and individually as an "Exchange Property".

C. UPRR and Exchangor desire to exchange the UPRR Property and the Exchangor's Property as provided in this Agreement.

AGREEMENT:

Section 1. Exchange; Access Easements; Leases.

(a) UPRR and Exchangor agree to exchange the UPRR Property and the Exchangor's Property. The transfers of the UPRR Property and the Exchangor's Property will be for and in consideration of each other, upon the terms and conditions in this Agreement. The parties agree that the UPRR Property and the Exchangor's Property have equal fair market values.

(b) UPRR excepts from the sale and purchase of the UPRR Property, and reserves unto itself, its successors and assigns, a PERPETUAL EASEMENT ("Sewer Easement") in, on, over, under and across the UPRR Property for the use and operation of an underground sewer line ("Sewer Line") that serves both the UPRR Property and UPRR's adjacent property. That portion of the Sewer Line located on UPRR's adjacent property shall be maintained and repaired at UPRR's sole cost and expense. That portion of the Sewer Line located on the UPRR Property shall be maintained and repaired at Exchangor sole cost and expense.

(c) Exchangor agrees to grant to UPRR two (2) perpetual non-exclusive access easements (collectively, the "Roadway Easement") in, to, over, along, upon and across the access

easement areas shown outlined in blue and labeled "Ingress/Egress Easement" on **Exhibit A** (the "Access Easement Areas") to be used by UPRR for ingress and egress to and from Exchangor's Property. The Roadway Easement shall be in the form attached hereto as **Exhibit B** and hereby made a part hereof.

(d) If and only if escrow closes on the Exchange Properties in accordance with the provisions of this Agreement:

(i) UPRR shall lease to the Boone Area Chamber of Commerce ("Chamber"), on the terms and conditions set forth in the form of lease attached hereto as **Exhibit C** and hereby made a part hereof (the "Chamber Lease"), (A) the real property shown cross-hatched in red (labeled "Chamber to Lease 7 Parking Spaces") and the real property shown outlined in blue (labeled "Non-Exclusive Driveway Access") on **Exhibit D** attached hereto lying west of the UPRR Property for Chamber parking and driveway access, and (B) the real property shown outlined in yellow (labeled "Chamber to Lease Parking Lot From UPRR For Exclusive Use During Pufferbilly Days") on **Exhibit D** for a term of eight (8) days only each year from the Sunday before Labor Day to and including the Sunday following Labor Day for the Chamber's use during the City's Pufferbilly Days annual event; and

(ii) Exchangor shall lease to UPRR, on the terms and conditions set forth in the form of lease attached hereto as **Exhibit E** and hereby made a part hereof (the "UPRR Lease"), two (2) parcels of real property shown outlined in green and labeled "City to Lease Parking Spaces to UPRR For Exclusive Use" on **Exhibit D** attached hereto for the exclusive use by UPRR for parking.

Section 2. Conditions Precedent to Exchange.

(a) Title Review. Within sixty (60) days after the Effective Date, the Acquiring Parties, each at their sole cost and expense, shall obtain from Boone County Abstract Company ("Title Company"), a preliminary title report on the Exchange Property that each Acquiring Party is acquiring (each preliminary title report, a "Title Report" and collectively, the "Title Reports") and each Acquiring Party shall furnish a copy of such Title Report to the other party. Exchangor may obtain an abstract of title on the UPRR Property in lieu of a Title Report except that Exchangor shall bear the entire cost of any legal opinions rendered in connection with the abstract. UPRR and Exchangor each will have twenty (20) days after receipt of the Title Report and the Survey referred to in subparagraph (b) below to the Exchange Property being acquired in which to approve or disapprove any defects in the title or any liens, encumbrances, covenants, rights of way, easements or other outstanding rights disclosed by such Title Report and Survey. Disapproval must be by written notice given by the Acquiring Party to the other party setting forth the specific item or items disapproved. If no such notice of disapproval is given by the Acquiring Party within the twenty (20) day period, it will be conclusively presumed that the Acquiring Party approves of the Title Report and the Survey to the Exchange Property being acquired. If the Acquiring Party disapproves of any item or items contained in or disclosed by the Title Report or the Survey to the Exchange Property being acquired, the other party will have

thirty (30) days after receipt of the Acquiring Party's notice of disapproval to eliminate any disapproved items from the policy of title insurance to be issued in favor of the Acquiring Party. If any such disapproved item is not eliminated within such thirty (30) day time period, then this Agreement will terminate unless the Acquiring Party elects to waive its prior disapproval in writing at least five (5) days before Closing; provided, however, that the other party is in all events required to cure, at or before Closing [as defined in Section 3(d)], monetary liens in a definite and ascertainable amount that may be cured by the payment of money. In the event of termination due to any such uncorrected defect in title, this Agreement will terminate and be without any further force and effect, and without further obligation of either party to the other.

(b) Surveys. Within thirty (60) days after the Effective Date, UPRR, at its sole cost and expense, shall obtain a survey of the Exchangor's Property, UPRR Property and the Access Easement Areas ("Survey"), prepared and certified by a public surveyor registered in the State of Iowa, and furnish the Survey to Exchangor and Title Company. The Survey, as approved by the Acquiring Party acquiring such Exchange Property as set forth in subparagraph (a) above, will be used by UPRR as the basis for preparation of the metes and bounds description of the Exchangor's Property, UPRR Property and the Access Easement Areas.

(c) Feasibility Studies. Upon execution of this Agreement, each Acquiring Party, and their agents and contractors, are granted the privilege for a period of ninety (90) days after the Effective Date ("Feasibility Review Period") of entering upon the Exchange Property being acquired for the purpose of performing environmental audits, soil tests, engineering and feasibility studies as the Acquiring Party may deem necessary to determine the suitability of the soil conditions and other physical conditions of the Exchange Property being acquired. Before the end of the Feasibility Review Period, Exchangor, at its sole cost and expense, shall cause to be conducted by a licensed environmental contractor an environmental assessment of the building located on the UPRR Property ("Environmental Assessment") and shall deliver to UPRR a copy of the Environmental Assessment promptly after Exchangor's receipt thereof. The Environmental Assessment shall include an estimate of the cost to remediate all environmental contamination disclosed by the Environmental Assessment and a proposed environmental remediation work plan (the "Remediation Work Plan"). If the results of such audits, tests or studies are unsatisfactory in the Acquiring Party's opinion, the Acquiring Party may, at its election, terminate this Agreement by giving the other party written notice of termination before expiration of the Feasibility Review Period. If no such written notice of termination is given by the Acquiring Party to the other party before expiration of the Feasibility Review Period, the Exchange Property being acquired will be deemed suitable for the Acquiring Party's purposes. In the event of such termination by an Acquiring Party, then each Acquiring Party shall surrender to the other party copies of all audits, soils, engineering and any other reports prepared for them pertaining to the Exchange Property being acquired and such reports will become the sole property of the other party without cost or expense of the other party, and this Agreement will terminate and be without any further force and effect and without further obligation of either party to the other. Regardless of whether this Agreement is terminated, each Acquiring Party shall promptly furnish the other party with a copy of any and all reports on environmental assessments of the Exchange Property being acquired performed for the benefit of the Acquiring Party.

(d) Entry on Exchange Property. Any entry on the Exchange Property under subparagraph (c) above is subject to the following terms and conditions:

(i) Each Acquiring Party agrees, to the extent it may lawfully do so, to indemnify and save harmless the other party, their officers, agents, servants and employees, against and from any and all liability, loss, costs and expense of whatsoever nature growing out of personal injury to or death of persons whomsoever, or loss or destruction of or damage to property whatsoever, where such personal injury, death, loss, destruction or damage arises in connection with or incident to the occupation or use of the Exchange Property being acquired by, or the presence thereon of the Acquiring Party, their agents or contractors, before Closing;

(ii) Each Acquiring Party covenants and agrees to pay in full for all materials joined or affixed to the Exchange Property being acquired, and to pay in full all persons who perform labor upon such Exchange Property, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against such Exchange Property being acquired for any work done or materials furnished at the instance or request or on behalf of the Acquiring Party; and each Acquiring Party agrees, to the extent it may lawfully do so, to indemnify and hold harmless the other party against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished before Closing;

(iii) If this Agreement is terminated, each Acquiring Party shall, as soon as possible and at each Acquiring Party's sole expense, restore the Exchange Property that was to be acquired to the same condition it was in immediately prior to the time the Acquiring Party entered such Exchange Property, failing in which the other party may perform the work of restoration and the Acquiring Party shall reimburse the other party for the cost and expense of restoration within thirty (30) days after rendition of a bill by the other party; and

(iv) Notwithstanding any provisions in this Agreement to the contrary, in the event this Agreement is terminated for any reason whatsoever, UPRR and Exchangor nevertheless will be obligated to comply with the provisions of this Section 2(d).

(e) Utility Separation. On or before Closing, UPRR, at its sole cost and expense, shall separate the water and electrical utilities serving the building on the UPRR Property from the water and electrical utilities serving UPRR's other property in the vicinity so that upon Closing, the water and electrical utilities for the building on the UPRR Property will be separate and billed to the owner of the building.

(f) City Council Approval. The terms and conditions of this Agreement are subject to approval by the Mayor and City Council of the City of Boone ("City Council Approval"). Notice of approval or disapproval shall be given by Exchangor to UPRR on or before the end of the Feasibility Review Period. If the terms of this Agreement are not approved by the Mayor and City Council of the City of Boone before the end of the Feasibility Review Period, then this

Agreement shall be deemed terminated forthwith and shall be without any further force and effect, and without further obligation of either party to the other, except for those provisions which expressly survive the termination of this Agreement.

(g) UPRR's Management Approval. The terms and conditions of this transaction are subject to approval in accordance with UPRR's Management Policy Statement. Notice of approval or disapproval shall be given by UPRR to Exchangor within fifteen (15) business days after the end of the Feasibility Review Period so long as Exchangor has provided to UPRR its Environmental Assessment of the UPRR Property and Remediation Work Plan to remediate the building by the end of the Feasibility Review Period; otherwise, such notice of approval or disapproval shall be given within fifteen (15) business days after receipt of Exchangor's Environmental Assessment and Remediation Work Plan. Failure to give such notice shall be deemed notice of disapproval. If, within such fifteen (15) business day period the terms of this Agreement are not approved for any reason in accordance with UPRR's Management Policy Statement, or UPRR does not approve, in its sole discretion, Exchangor's Environmental Assessment and Remediation Work Plan for remediation of the building, this Agreement shall be deemed terminated forthwith. In the event of such termination, this Agreement shall be without any further force and effect, and without further obligation of either party to the other, except for those provisions which expressly survive the termination of this Agreement.

Section 3. Escrow; Closing.

(a) Upon execution of this Agreement by both parties, an escrow account will be opened with Title Company. On or before the date of Closing, UPRR shall deposit with Title Company a Quitclaim Deed to the UPRR Property in the form marked **Exhibit F**, the Chamber Lease referred to in Section 1(d)(i), and the UPRR Lease referred to Section 1(d)(ii) as executed by UPRR; Exchangor shall deposit with Title Company a Quitclaim Deed to the Exchangor's Property in the form marked **Exhibit G**, the Roadway Easement referred to in Section 1(c), and the UPRR Lease referred to in Section 1(d)(ii) as executed by Exchangor; and Exchangor shall also deposit with Title Company the Chamber Lease referred to in Section 1(d)(i) as executed by the Chamber. The Title Company will be instructed that when it is in a position to issue a title insurance policy insuring title to the UPRR Property in Exchangor, and to issue a title insurance policy insuring title to the Exchangor's Property in UPRR, subject only to the items set forth in Section 4, then Title Company shall:

- (i) record the Quitclaim Deed from UPRR to Exchangor and deliver the recorded deed to Exchangor;
- (ii) record the Quitclaim Deed and Roadway Easement from Exchangor to UPRR and deliver the recorded deed and easement to UPRR;
- (iii) deliver an executed counterpart of each of the Chamber Lease and the UPRR Lease to UPRR and Exchangor;
- (iv) issue and deliver to UPRR and Exchangor the applicable title insurance policy.

- (b) At Closing, UPRR shall pay the following costs:
- (i) One-half (1/2) the escrow fees;
 - (ii) UPRR's pro rata share of real estate taxes (whether general or special) assessed against the UPRR Property and due and payable for the year of Closing;
 - (iii) The Iowa State real estate excise tax for the UPRR Property, if any;
 - (iv) The premium for the issuance of the title insurance policy for the Exchangor's Property; and
 - (v) The cost of recording the Quitclaim Deed and the Roadway Easement for the Exchangor's Property.
- (c) At Closing, Exchangor shall pay the following costs:
- (i) One-half (1/2) the escrow fees;
 - (ii) Exchangor's pro rata share of real estate taxes (whether general or special) assessed against the Exchangor's Property and due and payable for the year of Closing;
 - (iii) The Iowa State real estate excise tax for the Exchangor's Property, if any;
 - (iv) The premium for the issuance of the title insurance policy for the UPRR Property; and
 - (v) The cost of recording the Quitclaim Deed for the UPRR Property.

(d) Closing. The exchange of the Exchange Properties will close ("Closing") through escrow at the offices of the Title Company within thirty (30) after the expiration of the Feasibility Review Period ("Closing Date"), unless an Acquiring Party has exercised its rights to terminate this Agreement. Closing will be pursuant to the provisions of this Agreement, and in accordance with the general provisions of the usual form of escrow agreement used by Title Company in similar transactions (with such special provisions inserted as may be required to conform with this Agreement). At Closing, each Acquiring Party shall deliver actual possession of its Exchange Property to the other party.

Section 4. Title.

Exchangor's title to the UPRR Property and UPRR's title to the Exchangor's Property will be insurable as free and clear of all liens, encumbrances, exceptions, and reservations other than the following:

- (i) Non-delinquent real property taxes (whether general or special);
- (ii) Standard printed exceptions in the title policy; and
- (iii) Except for monetary liens in a definite and ascertainable amount that may be cured by the payment of money, items disclosed in the Title Report for the Exchange Property being acquired and approved or waived by the Acquiring Party under Section 2(a).

Section 5. As-Is; Release; Representations; Exchangor's Environmental Obligations.

(a) As Is. Except as otherwise provided in subparagraph (d) below: (i) each Exchange Property is to be transferred to and accepted by the Acquiring Party in an "as is" condition with all faults; (ii) UPRR makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the UPRR Property; in particular, but without limitation, UPRR makes no representations or warranties with respect to the use, condition, title, occupation or management of the UPRR Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record); (iii) Exchangor makes no representations or warranties of any kind whatsoever, either express or implied, with respect to Exchangor's Property; in particular, but without limitation, Exchangor makes no representations or warranties with respect to the use, condition, occupation or management of Exchangor's Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record); and (iv) each Acquiring Party acknowledges that it is entering into this Agreement on the basis of its own investigation of the physical and environmental conditions of the Exchange Property it is acquiring, including the subsurface conditions, and each Acquiring Party assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Each Acquiring Party acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Acquiring Parties with respect to the exchange of the Exchange Properties and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Release by Exchangor. EXCHANGOR, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES UPRR, AND ITS EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH EXCHANGOR NOW HAS OR WHICH EXCHANGOR MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE UPRR PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE UPRR PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE

OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF UPRR, ITS EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS, BUT DOES NOT APPLY TO ANY BREACH OF UPRR'S REPRESENTATIONS UNDER SUBPARAGRAPH (E) BELOW.

(c) Release by UPRR. UPRR, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES EXCHANGOR, ITS EMPLOYEES, AGENTS, OFFICERS, HEIRS, SUCCESSORS AND ASSIGNS, OF AND FROM ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH UPRR NOW HAS OR WHICH UPRR MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF EXCHANGOR'S PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO EXCHANGOR'S PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF EXCHANGOR, ITS EMPLOYEES, AGENTS, OFFICERS, HEIRS, SUCCESSORS OR ASSIGNS, BUT DOES NOT APPLY TO ANY BREACH OF EXCHANGOR'S REPRESENTATIONS UNDER SUBPARAGRAPH (D) BELOW.

(d) Representations and Warranties of Exchangor. Exchangor represents and warrants to UPRR that, except as listed on Schedule 5(d) attached, the following matters are true as of the Effective Date, and will also be true as of Closing, and will survive and not merge into the Closing, and notwithstanding anything to the contrary in this Agreement, the effect of such representations and warranties will not be diminished or deemed to be waived by any inspections, tests or investigations made by or on behalf of UPRR:

(i) Exchangor is the legal fee simple titleholder of Exchangor's Property and has good, marketable and insurable title to Exchangor's Property free and clear of all mortgages and security interests and all leases and tenancies, and free and clear of all licenses, claims, options, options to purchase, liens, covenants, conditions, restrictions, rights-of-way, easements, judgments and other matters affecting title to Exchangor's Property, except those disclosed by the Title Report.

(ii) Exchangor has not breached any contract affecting Exchangor's Property, recorded or unrecorded.

(iii) Exchangor has received no written notice from any municipal, state, federal or other governmental authority of zoning, building, fire, water, use, health, environmental or other statute, ordinance, code or regulatory violations issued in respect of Exchangor's Property that have not been corrected.

(iv) This Agreement has been (and all transfer documents to be delivered by Exchangor to UPRR at Closing will be) duly authorized, executed and delivered by Exchangor, are (or, in the case of the transfer documents, will be) legal, valid, and binding obligations of Exchangor, enforceable in accordance with their terms, and do not and will not violate any provisions of any agreement to which Exchangor is a party.

(v) At Closing there will be no outstanding contracts made by Exchangor for any improvements to Exchangor's Property which have not been fully paid for, and Exchangor shall cause to be discharged all obligations under any such contracts and all mechanic's, materialmen's and other liens arising from any labor, materials, goods or services furnished before Closing that pertain to Exchangor's Property.

(vi) Exchangor's Property has not been used for hazardous substance facility purposes, as defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (PL 96-510), and any amendments thereto and rules and regulations promulgated by the United States Environmental Protection Agency pursuant thereto, and any similar State of Iowa statutes, rules and regulations; and, without limitation of the foregoing, no radioactive, hazardous or toxic substances or materials have been used, stored, generated, disposed of, or otherwise been placed or come to be located on, in, under or near Exchangor's Property.

(vii) No underground tanks now exist or have ever been located on Exchangor's Property.

(viii) There are no transformers containing polychlorinated biphenyls on Exchangor's Property.

(ix) Exchangor has received no written notice of any pending or threatened judicial, municipal or administrative proceedings affecting Exchangor's Property or in which Exchangor is or will be a party by reason of Exchangor's ownership of Exchangor's Property.

(x) Exchangor is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended, and Exchangor shall furnish to UPRR at or before Closing a certificate in the form required by Section 1445(f)(3).

(e) Representations and Warranties of UPRR. UPRR represents and warrants to Exchangor that, except as listed on Schedule 5(e) attached, the following matters are true as of the Effective Date, and will also be true as of Closing, and will survive and not merge into the

Closing, and notwithstanding anything to the contrary in this Agreement, the effect of such representations and warranties will not be diminished or deemed to be waived by any inspections, tests or investigations made by or on behalf of Exchangor:

(i) UPRR is the legal fee simple titleholder of the UPRR Property and has good, marketable and insurable title to the UPRR Property free and clear of all mortgages and security interests and all leases and tenancies, and free and clear of all licenses, claims, options, options to purchase, liens, covenants, conditions, restrictions, rights-of-way, easements, judgments and other matters affecting title to the UPRR Property except those disclosed by the Title Report or created before the period of UPRR's ownership of the UPRR Property (the "UPRR Ownership Period").

(ii) UPRR has not breached any contract affecting the UPRR Property, recorded or unrecorded.

(iii) UPRR has received no written notice from any municipal, state, federal or other governmental authority of zoning, building, fire, water, use, health, environmental or other statute, ordinance, code or regulatory violations issued in respect of the UPRR Property that have not been corrected.

(iv) This Agreement has been (and all transfer documents to be delivered by UPRR to Exchangor at Closing will be) duly authorized, executed and delivered by UPRR, are (or, in the case of the transfer documents, will be) legal, valid, and binding obligations of UPRR, enforceable in accordance with their terms, and do not and will not violate any provisions of any agreement to which UPRR is a party.

(v) At Closing there will be no outstanding contracts made by UPRR for any improvements to the UPRR Property which have not been fully paid for, and UPRR shall cause to be discharged all obligations under any such contracts and all mechanic's, materialmen's and other liens arising from any labor, materials, goods or services furnished to UPRR before Closing that pertain to the UPRR Property.

(vi) During the UPRR Ownership Period, the UPRR Property has not been used for hazardous substance facility purposes, as defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 (PL 96-510), and any amendments thereto and rules and regulations promulgated by the United States Environmental Protection Agency pursuant thereto, and any similar State of Iowa statutes, rules and regulations; and, without limitation of the foregoing.

(vii) During the UPRR Ownership Period, no underground tanks have come to be located on the UPRR Property.

(viii) During the UPRR Ownership Period, no transformers containing polychlorinated biphenyls have come to be located on the UPRR Property.

(ix) UPRR has received no written notice of any pending or threatened judicial, municipal or administrative proceedings affecting the UPRR Property or in which UPRR is or will be a party by reason of UPRR's ownership of the UPRR Property.

(x) UPRR is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1954, as amended, and UPRR shall furnish to Exchangor at or before Closing a certificate in the form required by Section 1445(f)(3).

(f) Exchangor's Environmental Obligations. Exchangor agrees to be solely responsible for and to perform, at Exchangor's sole cost and expense, the environmental remediation work described in Exchangor's Remediation Work Plan for the building on the UPRR Property to be delivered to UPRR by the end of the Feasibility Review Period, including, without limitation, abatement, removal, transportation and disposal of asbestos and lead-containing materials (the "Environmental Abatement"). This covenant is in addition to, and not in limitation of, the release in subparagraphs (b) and (c) above. The Environmental Abatement shall be completed by a licensed contractor in accordance with all applicable federal, state and local regulations, and in compliance with the direction and/or requests of any governmental environmental agency. Exchangor agrees to complete the Environmental Abatement within one year following Closing. Within thirty (30) days following the completion of the Environmental Abatement, Exchangor shall provide UPRR access to the building on the UPRR Property at a mutually agreed upon time to confirm that the Environmental Abatement has been completed.

Section 6. Loss by Fire, Other Casualty or Condemnation.

(a) Notwithstanding any other provision in this Agreement, until Closing UPRR is solely responsible for all risk of casualty or other loss or damage to the UPRR Property, and Exchangor is solely responsible for all risk of casualty or other loss or damage to Exchangor's Property.

(b) If all or any portion of an Exchange Property is destroyed or materially damaged or if condemnation proceedings are commenced or threatened, then the Acquiring Party may elect to either (i) terminate this Agreement, in which event this Agreement will be of no further force and effect and without further obligation of either party to the other; or (ii) treat this Agreement as being in full force and effect, in which event all condemnation awards or proceeds of insurance payable to the other party will be paid or assigned to the Acquiring Party. Notice of the Acquiring Party's election must be given to the other party within thirty (30) days after the Acquiring Party receives written notice of the destruction, damage or condemnation proceedings. Failure of an Acquiring Party to make such election within said period shall be deemed an election under clause (ii) above.

Section 7. Notices.

Any notices required or desired to be given under this Agreement must be in writing and personally served, given by overnight express delivery, or given by mail. Notices given by mail must be sent, postage prepaid, by certified mail, return receipt requested. All

notices must be addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:

UPRR: UNION PACIFIC RAILROAD COMPANY
 ATTN: Rick Harris, Manager – Real Estate
 1400 Douglas Street, Mail Stop 1690
 Omaha, Nebraska 68179
 Telephone: (402) 544-8588

with copy to: UNION PACIFIC RAILROAD COMPANY
 ATTN: Madeline E. Roebke, General Attorney
 1400 Douglas Street, Mail Stop 1580
 Omaha, Nebraska 68179
 Telephone: (402) 544-1121

Exchangor: CITY OF BOONE, IOWA
 ATTN: John Slight, Mayor
 923 8th Street
 Boone, Iowa 50036
 Telephone: (515) 432-4211

Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service.

Section 8. No Brokers.

The negotiations relative to this Agreement and the transactions contemplated by this Agreement have been conducted by the parties without the intervention of any person that would give rise to any valid claim against either of the parties for brokerage commissions or other like payment. Each party shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payment arising out of the transactions contemplated by this Agreement and occasioned by the actions of such indemnifying party.

Section 9. Successors and Assigns.

This Agreement is binding upon and will inure to the benefit of each party and their respective heirs, successors and assigns, except that Exchangor's interest under this Agreement may not be assigned, encumbered or otherwise transferred, whether voluntarily, involuntarily, by operation of law or otherwise. Any assignment, encumbrance or other transfer in violation of the foregoing will be void and Exchangor will be deemed in default under this Agreement.

Section 10. Time of the Essence.

Time is of the essence of this Agreement.

Section 11. Not An Offer.

The submission of this Agreement from UPRR to Exchangor for review or signature does not constitute an offer to exchange the Exchange Properties. No agreement with respect to the exchange of the Exchange Properties will exist, and this writing will have no binding force or effect, until executed and delivered by both UPRR and Exchangor.

Section 12. Exhibits.

The contents of the exhibits and schedules attached to this Agreement are incorporated by reference.

Section 13. Entire Agreement.

This Agreement contains the entire agreement between UPRR and Exchangor with respect to the transactions contemplated in this Agreement and supersedes all prior agreements between UPRR and Exchangor, whether written or oral. This Agreement may not be modified or amended except by a written instrument executed by each of the Acquiring Parties to this Agreement.

Section 14. Survival of Terms.

The terms, covenants, warranties and representations contained in this Agreement will not merge with the deeds to be delivered at Closing, but rather will continue and survive Closing.

Section 15. Section 1031 Exchange.

UPRR and Exchangor intend that the exchange of the Exchange Properties under this Agreement will qualify as an exchange within the meaning of Section 1031 of the Internal Revenue Code. Notwithstanding the foregoing, each party acknowledges it is relying solely on its own inquiry and information with respect to income tax consequences, and the parties agree that each party will bear its or his/her own risks with respect to income tax consequences and any losses either party may sustain in the event this transaction does not qualify for deferred recognition of gain under the Internal Revenue Code.

UPRR:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____

Print Name: _____

Title: _____

EXCHANGOR:

**CITY OF BOONE, IOWA,
a municipal corporation of the State of Iowa**

By: _____
Print Name: _____
Title: _____

Attest: _____
Print Name: _____
Title: _____

EXHIBITS

EXHIBIT A - PRINT DEPICTING UPRR PROPERTY AND EXCHANGOR PROPERTY

EXHIBIT B - ROADWAY EASEMENT

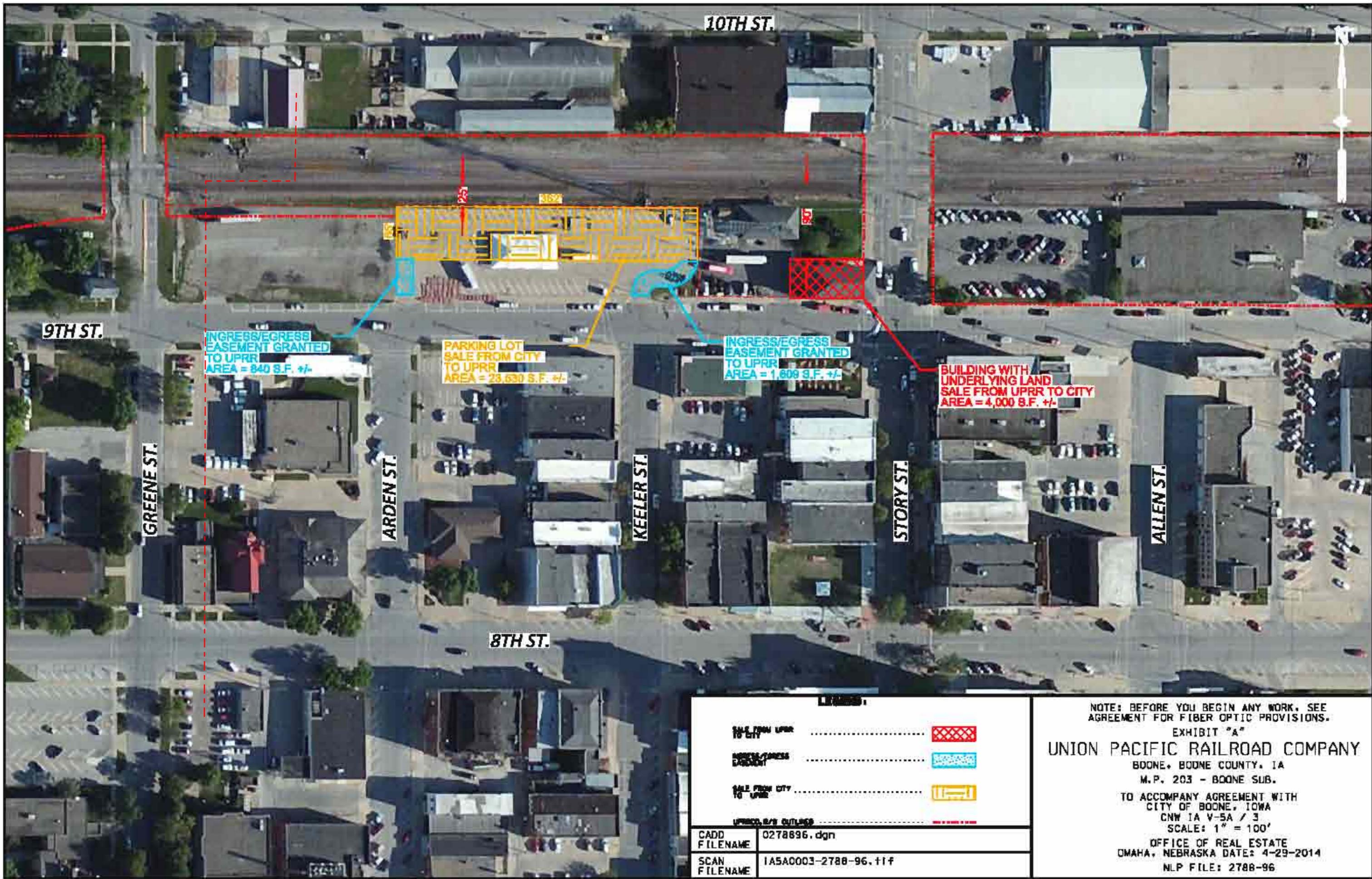
EXHIBIT C - CHAMBER LEASE

EXHIBIT D - PRINT DEPICTING CHAMBER PARKING SPACES, DRIVEWAY
ACCESS, AND UPRR PARKING SPACES

EXHIBIT E - UPRR LEASE

EXHIBIT F - QUITCLAIM DEED TO UPRR PROPERTY

EXHIBIT G - QUITCLAIM DEED TO EXCHANGOR PROPERTY



INGRESS/EGRESS
EASEMENT GRANTED
TO UPRR
AREA = 840 S.F. +/-

PARKING LOT
SALE FROM CITY
TO UPRR
AREA = 23,630 S.F. +/-

INGRESS/EGRESS
EASEMENT GRANTED
TO UPRR
AREA = 1,809 S.F. +/-

BUILDING WITH
UNDERLYING LAND
SALE FROM UPRR TO CITY
AREA = 4,000 S.F. +/-

LEGEND	
SALE FROM UPRR TO CITY	
INGRESS/EGRESS EASEMENT	
SALE FROM CITY TO UPRR	
UPRR R/W OUTLINES	
CADD FILENAME	0278896.dgn
SCAN FILENAME	1A5A0003-2788-96.tif

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.
EXHIBIT "A"
UNION PACIFIC RAILROAD COMPANY
BOONE, BOONE COUNTY, IA
M.P. 203 - BOONE SUB.
TO ACCOMPANY AGREEMENT WITH
CITY OF BOONE, IOWA
CNW IA V-5A / 3
SCALE: 1" = 100'
OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 4-29-2014
NLP FILE: 2788-96

EXHIBIT B**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Union Pacific Railroad Company
 Attn: Assistant Vice President-Real Estate
 1400 Douglas Street, MS 1690
 Omaha, Nebraska 68179

(Space Above for Recorder's Use Only)

2788-96

EASEMENT DEED

THIS Easement Deed is made this _____ day of _____, 2014, by and between **CITY OF BOONE, IOWA**, a municipal corporation of the State of Iowa ("Grantor") and **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell and convey unto Grantee, its successors and assigns, two PERPETUAL NON-EXCLUSIVE EASEMENTS ("Roadway Easement") in, to, over, along, upon and across the property in Boone County, Iowa, described in **Exhibit A**, attached hereto and made a part hereof (the "Property") for access to and from Grantee's adjacent property described in **Exhibit B** attached hereto and by reference made a part hereof. The Roadway Easement shall run with and be appurtenant to and for the benefit of Grantee's adjacent property described in **Exhibit B** (and each and every parcel into which it may be divided) as the dominant tenement and shall be a burden upon the Property as the servient tenement.

Grantor, for itself, its successors and assigns, does hereby covenant, grant and bargain with the Grantee, its successors and assigns, that it has a good, sure, perfect and indefeasible estate in fee simple in the Property and has the full power and lawful authority to grant, bargain, sell and convey this Roadway Easement, and that the Property is free and clear from all liens, delinquent taxes and assessments and encumbrances. Grantor also will and hereby

does warrant and will forever defend this Roadway Easement and the quiet and peaceable possession of same unto Grantee, its successors and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has duly executed this Easement Deed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Attest:

Assistant Secretary

(Seal)

By: _____
Title: _____

CITY OF BOONE,

Attest: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

(Seal)

EXHIBIT A TO EXHIBIT B

LEGAL DESCRIPTION OF
ROADWAY EASEMENT PROPERTY

EXHIBIT B TO EXHIBIT B

LEGAL DESCRIPTION OF
GRANTEE'S ADJACENT PROPERTY

EXHIBIT C

Industrial Lease (Year To Year) 09-01-06
(Unimproved Property)
Form Approved, Law

Audit No. _____
Folder No. 02023-70

LEASE OF PROPERTY (INDUSTRIAL LEASE - UNIMPROVED - YEAR TO YEAR)

THIS LEASE ("Lease") is entered into on _____, 2014, between **UNION PACIFIC RAILROAD COMPANY** ("Lessor") and **BOONE AREA CHAMBER OF COMMERCE**, whose address is 903 Story Street, Boone, Iowa 50036 ("Lessee").

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article 1. PREMISES; USE.

(a) Lessor leases to Lessee and Lessee leases from Lessor seven (7) parking spots on the property in Boone, Iowa shown cross-hatched in red and labeled "Chamber to Lease 7 Parking Spaces from UPRR" (the "Premises") on **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease and of **Exhibit B** attached hereto and made a part hereof. Lessor further grants Lessee non-exclusive driveway access in, to, over, along, upon and across the area shown outlined in blue and labeled "Non-Exclusive Driveway Access" on **Exhibit A** to be used by Lessee for ingress and egress to and from the Premises.

(b) Lessor grants Lessee the right to use the property shown cross-hatched in orange and labeled "Chamber to Lease Parking Lot from UPRR for Exclusive Use during Pufferbilly Days" (the "Pufferbilly Premises") on **Exhibit A** for an eight (8) day period each year from the Sunday immediately prior to Labor Day to and including the Sunday following Labor Day (the "Celebration Period") during Lessee's annual Pufferbilly Days celebration. Lessee shall provide Lessor with written notice, at least thirty (30) days in advance, to Monty Albrecht, or then current Senior Manager of Terminal Operations, at 900 Story Street, Boone, Iowa, 50036, to vacate the Pufferbilly Premises during the Celebration Period. Lessor agrees to vacate the Pufferbilly Premises during the Celebration Period. Before the end of the Celebration Period, Lessee shall remove all debris, trash and other materials and restore the Pufferbilly Premises to the same condition it was in before commencement of the Celebration Period. Lessee further agrees to indemnify, defend and hold harmless Lessor, Lessor's officers, directors, agents, employees, successors and assigns, from and against any and all liability, loss, damage, claims, demands, actions, causes of action, costs and expenses of whatsoever nature, including court costs and attorney's fees, which may result from personal injury to or death of persons whomsoever, or damage to or loss or destruction of the Pufferbilly Premises or other property whatsoever, when such personal injury, death, loss, destruction or damage, howsoever caused, grows out of or arises from the exercise by Lessee of any of the rights herein reserved with respect to the Pufferbilly Premises or the presence thereon of any property or invitees of Lessee during the Celebration Period.

As part of the consideration for Lessor entering into this Lease, and as a condition to this Lease, the City of Boone ("City") shall grant Lessor the right to use the property shown cross-hatched in yellow and labeled "Lessor Parking" on **Exhibit A** for the purpose of parking ten (10) vehicles, pursuant to the terms and conditions of a separate lease agreement between City and Lessor.

Article 2. TERM.

The term of this Lease shall commence _____, and, unless sooner terminated as provided in this Lease, shall extend for one year and thereafter shall automatically be extended from year to year.

Article 3. FIXED RENT.

Lessee shall pay to Lessor, in advance, fixed rent of One Dollars (\$1.00) every 60 months.

Article 4. INSURANCE.

A. Throughout the entire term of this Lease, Lessee shall maintain the insurance coverage required under **Exhibit C** hereto attached and made a part hereof.

B. Not more frequently than once every two years, Lessor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Lessor, Lessee shall provide to Lessor a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit C**.

D. All insurance correspondence shall be directed to: Real Estate Department, 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690, Folder No. 02023-70.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first herein written.

Lessor:

Lessee:

UNION PACIFIC RAILROAD COMPANY

BOONE AREA CHAMBER OF COMMERCE

By: _____
Director - Real Estate

By: _____
Title: _____

NOTE: Supersedes Lease dated January 1, 2002. Same.

**EXHIBIT B
TO
INDUSTRIAL LEASE (UNIMPROVED YEAR TO YEAR)**

Section 1. IMPROVEMENTS.

No improvements placed upon the Premises by Lessee shall become a part of the realty.

Section 2. RESERVATIONS, TITLE AND PRIOR RIGHTS.

A. Lessor reserves to itself, its agents and contractors, the right to enter the Premises at such times as will not unreasonably interfere with Lessee's use of the Premises.

B. Lessor reserves (i) the exclusive right to permit third party placement of advertising signs on the Premises, and (ii) the right to construct, maintain and operate new and existing facilities (including, without limitation, trackage, fences, communication facilities, roadways and utilities) upon, over, across or under the Premises, and to grant to others such rights, provided that Lessee's use of the Premises is not interfered with unreasonably.

C. Lessee acknowledges that Lessor makes no representations or warranties, express or implied, concerning the title to the Premises, and that the rights granted to Lessee under this Lease do not extend beyond such right, title or interest as Lessor may have in and to the Premises. Without limitation of the foregoing, this Lease is made subject to all outstanding rights, whether or not of record. Lessor reserves the right to renew any such outstanding rights granted by Lessor or Lessor's predecessors.

D. Without limitation of Subparagraphs B. and C. above, Lessee shall not interfere in any manner with the use or operation of any signboards now or hereafter placed on the Premises or with any property uses in connection with such signboards (such as, by way of example and not in limitation, roadways providing access to such signboards). In no event may Lessee construct on the Premises any improvements that interfere in any manner with the visibility or operation of any signboards now or hereafter on the Premises or on property in proximity to the Premises.

Section 3. PAYMENT OF RENT.

Rent (which includes the fixed advance rent and all other amounts to be paid by Lessee under this Lease) shall be paid in lawful money of the United States of America, at such place as shall be designated by the Lessor, and without offset or deduction.

Section 4. TAXES AND ASSESSMENTS.

A. Lessee shall pay, prior to delinquency, all taxes levied during the life of this Lease on all personal property and improvements on the Premises not belonging to Lessor. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

B. If the Premises are specially assessed for public improvements, the annual rent will be automatically increased by 12% of the full assessment amount.

Section 5. WATER RIGHTS.

This Lease does not include any right to the use of water under any water right of Lessor, or to establish any water rights except in the name of Lessor.

Section 6. CARE AND USE OF PREMISES.

A. Lessee shall use reasonable care and caution against damage or destruction to the Premises. Lessee shall not use or permit the use of the Premises for any unlawful purpose, maintain any nuisance, permit any waste, or use the Premises in any way that creates a hazard to persons or property. Lessee shall keep the sidewalks and public ways on the Premises, and the walkways appurtenant to any railroad spur track(s) on or serving the Premises, free and clear from any substance which might create a hazard.

B. Lessee shall not permit any sign on the Premises, except signs relating to Lessee's business.

C. If any improvement on the Premises other than the Lessor Improvements is damaged or destroyed by fire or other casualty, Lessee shall, within thirty (30) days after such casualty, remove all debris resulting therefrom. If Lessee fails to do so, Lessor may remove such debris, and Lessee agrees to reimburse Lessor for all expenses incurred within thirty (30) days after rendition of Lessor's bill.

D. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Premises and this Lease, including, without limitation, any requirements for subdividing or platting the Premises.

Section 7. HAZARDOUS MATERIALS, SUBSTANCES AND WASTES.

A. Without the prior written consent of Lessor, Lessee shall not use or permit the use of the Premises for the generation, use, treatment, manufacture, production, storage or recycling of any Hazardous Substances, except that Lessee may use, if lawful, small quantities of common chemicals such as adhesives, lubricants and cleaning fluids in order to conduct business at the Premises. The consent of Lessor may be withheld by Lessor for any reason whatsoever, and may be subject to conditions in addition to those set forth below. It shall be the sole responsibility of Lessee to determine whether or not a contemplated use of the Premises is a Hazardous Substance use.

B. In no event shall Lessee (i) release, discharge or dispose of any Hazardous Substances, (ii) bring any hazardous wastes as defined in RCRA onto the Premises, (iii) install or use on the Premises any underground storage tanks, or (iv) store any Hazardous Substances within one hundred feet (100') of the center line of any main track.

C. If Lessee uses or permits the use of the Premises for a Hazardous Substance use, with or without Lessor's consent, Lessee shall furnish to Lessor copies of all permits, identification numbers and notices issued by governmental agencies in connection with such Hazardous Substance use, together with such other information on the Hazardous Substance use as may be requested by Lessor. If requested by Lessor, Lessee shall cause to be performed an environmental assessment of the Premises upon termination of the Lease and shall furnish Lessor a copy of such report, at Lessee's sole cost and expense.

D. Without limitation of the provisions of Section 12 of this Exhibit B, Lessee shall be responsible for all damages, losses, costs, expenses, claims, fines and penalties related in any manner to

any Hazardous Substance use of the Premises (or any property in proximity to the Premises) during the term of this Lease or, if longer, during Lessee's occupancy of the Premises, regardless of Lessor's consent to such use or any negligence, misconduct or strict liability of any Indemnified Party (as defined in Section 12), and including, without limitation, (i) any diminution in the value of the Premises and/or any adjacent property of any of the Indemnified Parties, and (ii) the cost and expense of clean-up, restoration, containment, remediation, decontamination, removal, investigation, monitoring, closure or post-closure. Notwithstanding the foregoing, Lessee shall not be responsible for Hazardous Substances (i) existing on, in or under the Premises prior to the earlier to occur of the commencement of the term of the Lease or Lessee's taking occupancy of the Premises, or (ii) migrating from adjacent property not controlled by Lessee, or (iii) placed on, in or under the Premises by any of the Indemnified Parties; except where the Hazardous Substance is discovered by, or the contamination is exacerbated by, any excavation or investigation undertaken by or at the behest of Lessee. Lessee shall have the burden of proving by a preponderance of the evidence that any of the foregoing exceptions to Lessee's responsibility for Hazardous Substances applies.

E. In addition to the other rights and remedies of Lessor under this Lease or as may be provided by law, if Lessor reasonably determines that the Premises may have been used during the term of this Lease or any prior lease with Lessee for all or any portion of the Premises, or are being used for any Hazardous Substance use, with or without Lessor's consent thereto, and that a release or other contamination may have occurred, Lessor may, at its election and at any time during the life of this Lease or thereafter (i) cause the Premises and/or any adjacent premises of Lessor to be tested, investigated, or monitored for the presence of any Hazardous Substance, (ii) cause any Hazardous Substance to be removed from the Premises and any adjacent lands of Lessor, (iii) cause to be performed any restoration of the Premises and any adjacent lands of Lessor, and (iv) cause to be performed any remediation of, or response to, the environmental condition of the Premises and the adjacent lands of Lessor, as Lessor reasonably may deem necessary or desirable, and the cost and expense thereof shall be reimbursed by Lessee to Lessor within thirty (30) days after rendition of Lessor's bill. In addition, Lessor may, at its election, require Lessee, at Lessee's sole cost and expense, to perform such work, in which event, Lessee shall promptly commence to perform and thereafter diligently prosecute to completion such work, using one or more contractors and a supervising consulting engineer approved in advance by Lessor.

F. For purposes of this Section 7, the term "Hazardous Substance" shall mean (i) those substances included within the definitions of "hazardous substance", "pollutant", "contaminant", or "hazardous waste", in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., as amended or in RCRA, the regulations promulgated pursuant to either such Act, or state laws and regulations similar to or promulgated pursuant to either such Act, (ii) any material, waste or substance which is (A) petroleum, (B) asbestos, (C) flammable or explosive, or (D) radioactive; and (iii) such other substances, materials and wastes which are or become regulated or classified as hazardous or toxic under any existing or future federal, state or local law.

Section 8. UTILITIES.

A. Lessee will arrange and pay for all utilities and services supplied to the Premises or to Lessee.

B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense.

Section 10. ALTERATIONS AND IMPROVEMENTS; CLEARANCES.

A. No alterations, improvements or installations may be made on the Premises without the prior consent of Lessor. Such consent, if given, shall be subject to the needs and requirements of the Lessor in the operation of its Railroad and to such other conditions as Lessor determines to impose. In all events such consent shall be conditioned upon strict conformance with all applicable governmental requirements and Lessor's then-current clearance standards.

B. All alterations, improvements or installations shall be at Lessee's sole cost and expense.

C. Lessee shall comply with Lessor's then-current clearance standards, except (i) where to do so would cause Lessee to violate an applicable governmental requirement, or (ii) for any improvement or device in place prior to Lessee taking possession of the Premises if such improvement or device complied with Lessor's clearance standards at the time of its installation.

D. Any actual or implied knowledge of Lessor of a violation of the clearance requirements of this Lease or of any governmental requirements shall not relieve Lessee of the obligation to comply with such requirements, nor shall any consent of Lessor be deemed to be a representation of such compliance.

Section 11. AS-IS.

Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 12. RELEASE AND INDEMNITY.

A. As a material part of the consideration for this Lease, Lessee, to the extent it may lawfully do so, waives and releases any and all claims against Lessor for, and agrees to indemnify, defend and hold harmless Lessor, its affiliates, and its and their officers, agents and employees ("Indemnified Parties") from and against, any loss, damage (including, without limitation, punitive or consequential damages), injury, liability, claim, demand, cost or expense (including, without limitation, attorneys' fees and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, Lessor, Lessee, or any employee of Lessor or Lessee) (i) for personal injury or property damage caused to any person while on or about the Premises, or (ii) arising from or related to any use of the Premises by Lessee or any invitee or licensee of Lessee, any act or omission of Lessee, its officers, agents, employees, licensees or invitees, or any breach of this Lease by Lessee.

B. The foregoing release and indemnity shall apply regardless of any negligence, misconduct or strict liability of any Indemnified Party, except that the indemnity, only, shall not apply to any Loss determined by final order of a court of competent jurisdiction to have been caused by the sole active direct negligence of any Indemnified Party.

C. Where applicable to the Loss, the liability provisions of any contract between Lessor and Lessee covering the carriage of shipments or trackage serving the Premises shall govern the Loss and shall supersede the provisions of this Section 12.

D. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provisions of this Section 12.

Section 13. TERMINATION.

A. Lessor may terminate this Lease for Lessee's default by giving Lessee notice of termination, if Lessee (i) defaults under any obligation of Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given, or (ii) Lessee abandons the Premises for a period of one hundred twenty (120) consecutive days.

B. Notwithstanding the terms of this Lease set forth in Article II, Lessor or Lessee may terminate this Lease without cause upon thirty (30) day's written notice to the other party; provided, however, that at Lessor's election, no such termination by Lessee shall be effective unless and until Lessee has vacated and restored the Premises as required in Section 15A, at which time Lessor shall refund to Lessee, on a pro rata basis, any unearned rental paid in advance. **Notwithstanding anything to the contrary in this Lease, if Lessee has not complied with the requirements of Section 15 A, this Lease, together with all terms contained herein (including payment of rent) will remain in effect until the requirements of Section 15A are met, unless Lessor, in its sole discretion, elects to terminate this Lease.**

Section 14. LESSOR'S REMEDIES.

Lessor's remedies for Lessee's default are to (a) enter and take possession of the Premises, without terminating this Lease, and relet the Premises on behalf of Lessee, collect and receive the rent from reletting, and charge Lessee for the cost of reletting, and/or (b) terminate this Lease as provided in Section 13 above and sue Lessee for damages, and/or (c) exercise such other remedies as Lessor may have at law or in equity. Lessor may enter and take possession of the Premises by self-help, by changing locks, if necessary, and may lock out Lessee, all without being liable for damages.

Section 15. VACATION OF PREMISES; REMOVAL OF LESSEE'S PROPERTY.

A. Upon termination howsoever of this Lease, Lessee (i) shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, including all personal property and restored the surface to as good a condition as the same was in before such structures were erected, including, without limitation, the removal of foundations, the filling in of excavations and pits, and the removal of debris and rubbish.

B. If Lessee has not completed such removal and restoration prior to termination of this Lease, Lessor may, at its election, and at any time or times, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures or property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration is completed.

Section 16. FIBER OPTICS.

Lessee shall telephone Lessor during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Fridays, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried on the Premises. Lessor may change the telephone number and hours of operation by giving Lessee notice of the change. If cable is buried on the Premises, Lessee will telephone the telecommunications company(ies), arrange for a cable locator, and make arrangements for relocation or other protection of the cable. Notwithstanding compliance by Lessee with this Section 16, the release and indemnity provisions of Section 12 above shall apply fully to any damage or destruction of any telecommunications system.

Section 17. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and personally served, sent by facsimile to (402) 501-0340, by email or by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: Union Pacific Railroad Company, Attn: AVP - Real Estate, Real Estate Department, 1400 Douglas Street, Stop 1690, Omaha, Nebraska 68179; and to Lessee at the above address, or such other address as a party may designate in notice given to the other party. Mailed notices shall be deemed served five (5) days after deposit in the U.S. Mail. Notices which are faxed, emailed, are personally served or sent by courier service shall be deemed served upon receipt.

Section 18. ASSIGNMENT.

A. Lessee shall not sublease the Premises, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.

B. Subject to this Section 18, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 19. CONDEMNATION.

If, as reasonably determined by Lessor, the Premises cannot be used by Lessee because of a condemnation or sale in lieu of condemnation, then this Lease shall automatically terminate. Lessor shall be entitled to the entire award or proceeds for any total or partial condemnation or sale in lieu thereof, including, without limitation, any award or proceeds for the value of the leasehold estate created by this Lease. Notwithstanding the foregoing, Lessee shall have the right to pursue recovery from the condemning authority of such compensation as may be separately awarded to Lessee for Lessee's relocation expenses, the taking of Lessee's personal property and fixtures, and the interruption of or damage to Lessee's business.

Section 20. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 21. RIGHTS AND OBLIGATIONS OF LESSOR.

If any of the rights and obligations of Lessor under this Lease are substantially and negatively affected by any changes in the laws applicable to this Lease, whether statutory, regulatory or under

federal or state judicial precedent, then Lessor may require Lessee to enter into an amendment to this Lease to eliminate the negative effect on Lessor's rights and obligations to the extent reasonably possible.

Section 22. MODIFICATION, WAIVER OF DEFAULT, ENTIRE AGREEMENT.

No waiver, modification or amendment to this Lease, including specifically but not limited to, any indemnity and/or insurance requirement herein, shall be of any force or effect unless made in writing, signed by Lessor and Lessee and specifying with particularity the nature and extent of such waiver, modification or amendment. This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction, including, without limitation, Lease Audit No. _____ and any other lease under which all or any portion of the Premises was leased to Lessee. Notwithstanding the prior sentence, Lessee shall retain any and all obligations and liabilities which may have accrued under any other such agreements prior to the commencement of the term of this Lease.

EXHIBIT C
Union Pacific Railroad
Contract Insurance Requirements

Lease of Land

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease (except as otherwise provided in this Lease) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$2,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must also contain the following endorsement, which must be stated on the certificate of insurance: Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Premises" as the Designated Job Site.

B. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

Contractor's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Lessee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

In any and all Claims against Lessor by any employee of Lessee, Lessee's indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under any workers compensation acts, disability benefits acts or other **employee benefits acts.**

C. Umbrella or Excess insurance. If Lessee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

D. All policy(ies) required above must include Lessor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 11, provide coverage for Lessor's negligence whether sole or partial, active or passive, and shall not be limited by Lessee's liability under the indemnity provisions of this Lease.

E. Lessee waives all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers' liability or commercial umbrella or excess liability insurance obtained by Lessee required by this agreement.

F. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Lease, or (b) all punitive damages are prohibited by all states in which the Premises are located.

G. All insurance policies must be written by a reputable insurance company acceptable to Lessor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Premises are located.

H. The fact that insurance is obtained by Lessee, or by Lessor on behalf of Lessee, will not be deemed to release or diminish the liability of Lessee, including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Lessor from Lessee or any third party will not be limited by the amount of the required insurance coverage.

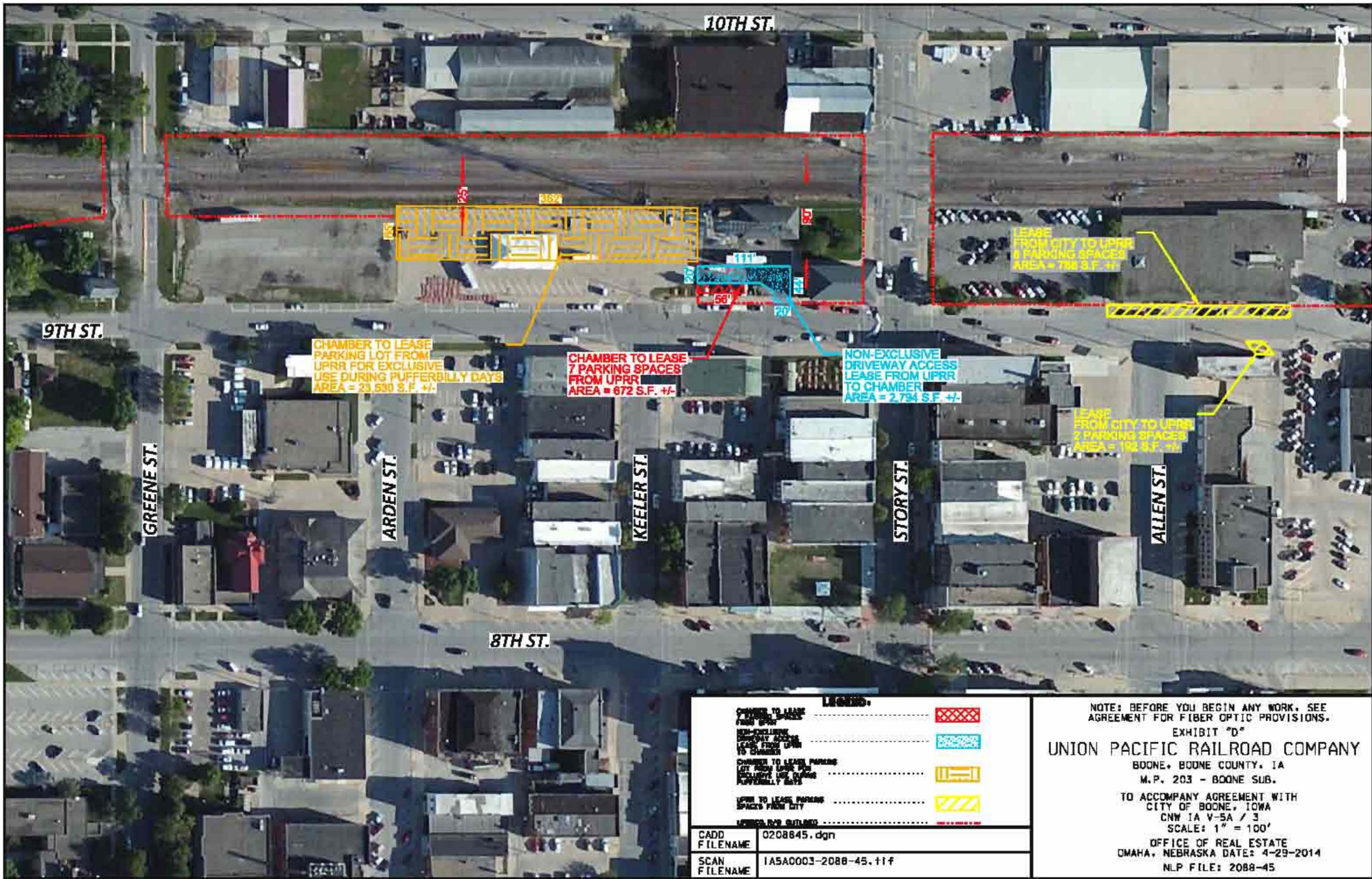


EXHIBIT E

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the ____ day of _____, 2014, by and between **CITY OF BOONE, IOWA**, a municipal corporation of the State of Iowa, whose address is 923 8th Street, Boone, Iowa 50036 ("Lessor"), and **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, with its principal place of business at 1400 Douglas Street, Omaha, Nebraska 68179 ("Lessee").

RECITALS:

A. Lessor owns the property in Boone, Boone County, Iowa, shown cross-hatched in yellow and labeled "Lease From City to UPRR" on **Exhibit A** attached hereto and made a part hereof (the "Lease Premises").

B. Lessee desires to lease the Lease Premises from Lessor for the use of ten (10) parking spaces by Lessee's employees or invitees.

AGREEMENT:

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. GRANT OF LEASE; TERM; TERMINATION; QUIET ENJOYMENT.

A. In consideration of the terms and provisions of this Lease to be observed and performed by Lessee, Lessor leases the Lease Premises to Lessee as an exclusive site for Lessee parking commencing _____, 2014, and, unless sooner terminated as provided in Paragraph B below shall run in conjunction with the lease of premises by Lessee to the Boone Area Chamber of Commerce dated _____, 2014 ("Chamber Lease"). In the event the Chamber Lease is terminated, this Lease will also terminate without other notice being required.

B. This Lease may be terminated as follows: (i) by Lessee without cause on thirty (30) days' written notice of termination given by Lessee to Lessor, or (ii) by either Lessor or Lessee if a default under any obligation of either party under this Lease has occurred and, after written notice is given by Lessor or Lessee to the defaulting party specifying the default, the defaulting party fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given.

C. Upon any termination of this Lease, Lessor shall have a right of re-entry and Lessee shall vacate the Lease Premises.

D. During the term of this Lease, Lessee shall have quiet enjoyment of the Lease Premises.

Section 2. RENTAL.

For the term of this Lease, Lessee shall pay to Lessor, in advance, fixed rent of One Dollar (\$1.00) every 60 months.

Section 3. LIENS.

Lessee shall pay for all materials joined or affixed to and labor performed upon the Lease Premises at the request of Lessee, and shall not permit or suffer any mechanic's or materialmen's lien of any kind or nature to be enforced against the Lease Premises for any work done or materials furnished thereon at the request of Lessee.

Section 4. INDEMNIFICATION.

Lessee agrees to defend, indemnify and hold harmless Lessor from and against losses, damages, costs and expenses (including fines and penalties and reasonable attorney's fees) which may result from injury to or death of persons or loss of or damage to property or violation of any law, regulation or ruling, when such losses, damages, costs and expenses are due to Lessee's negligent acts or omissions in Lessee's use of the Lease Premises.

Section 5. MAINTENANCE.

Lessee accepts the Lease Premises "as is", subject to all defects, latent or otherwise, and agrees that Lessor shall have no obligation to maintain or repair the Lease Premises.

Section 6. REPRESENTATIONS OF LESSEE.

Lessee represents that:

- (i) it is a corporation, duly organized, validly existing and in good standing under the laws of the State of Delaware, and is authorized to do business in the State of Iowa;
- (ii) it has the full right and authority to enter into this Lease and consummate the transaction contemplated by this Lease, and all requisite action called for in its Articles of Incorporation and bylaws, policies and procedures has been taken by it in connection with the entering of this Lease; and
- (iii) it has inspected the Lease Premises and finds the Lease Premises suitable for its intended use, has satisfied itself that the local authorities will allow the use contemplated, is not relying on any representation of Lessor as to any intended use of the Lease Premises, and accepts the Lease Premises "as is".

Section 7. TAXES; UTILITY FEES AND ASSESSMENTS.

Lessor shall pay all ad valorem taxes and utility fees and assessments levied on the Lease Premises for the term of this Lease.

Section 8. INSURANCE.

Lessor confirms and acknowledges that Lessee is self-insured and that Lessee will self-insure all risks associated with this Lease.

Section 9. ACCESS.

Lessee shall permit Lessor and its agents, employees and representatives to enter upon the Lease Premises to inspect the Lease Premises so long as Lessor provides adequate advance notice to Lessee and does not interfere with Lessee's use of the Lease Premises.

Section 10. NOTICES.

All notices, demands or requests from one party to another may be personally delivered or sent by mail, certified or registered, postage prepaid, to the addresses stated in this Section and shall be deemed to have been given at the time of personal delivery or three (3) days after deposit with the United States Postal Service.

Lessee: Union Pacific Railroad Company
Attn: Real Estate Department (Folder No. _____)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

Lessor: City of Boone, Iowa
Attn: Mayor _____
923 8th Street
Boone, Iowa 50036

Section 11. GOVERNING LAW.

This Lease shall be governed, construed and enforced in accordance with the laws of the State of Iowa.

Section 12. HOLDING OVER.

Should Lessee, or any of its successors in interest, hold over the Lease Premises or any part thereof after the expiration or earlier termination of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only.

Section 13. SUCCESSORS AND ASSIGNS.

This Lease shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Lease in duplicate as of the date herein written.

**CITY OF BOONE, a municipal
corporation of the State of Iowa**

Attest: _____

Print Name: _____

Title: _____

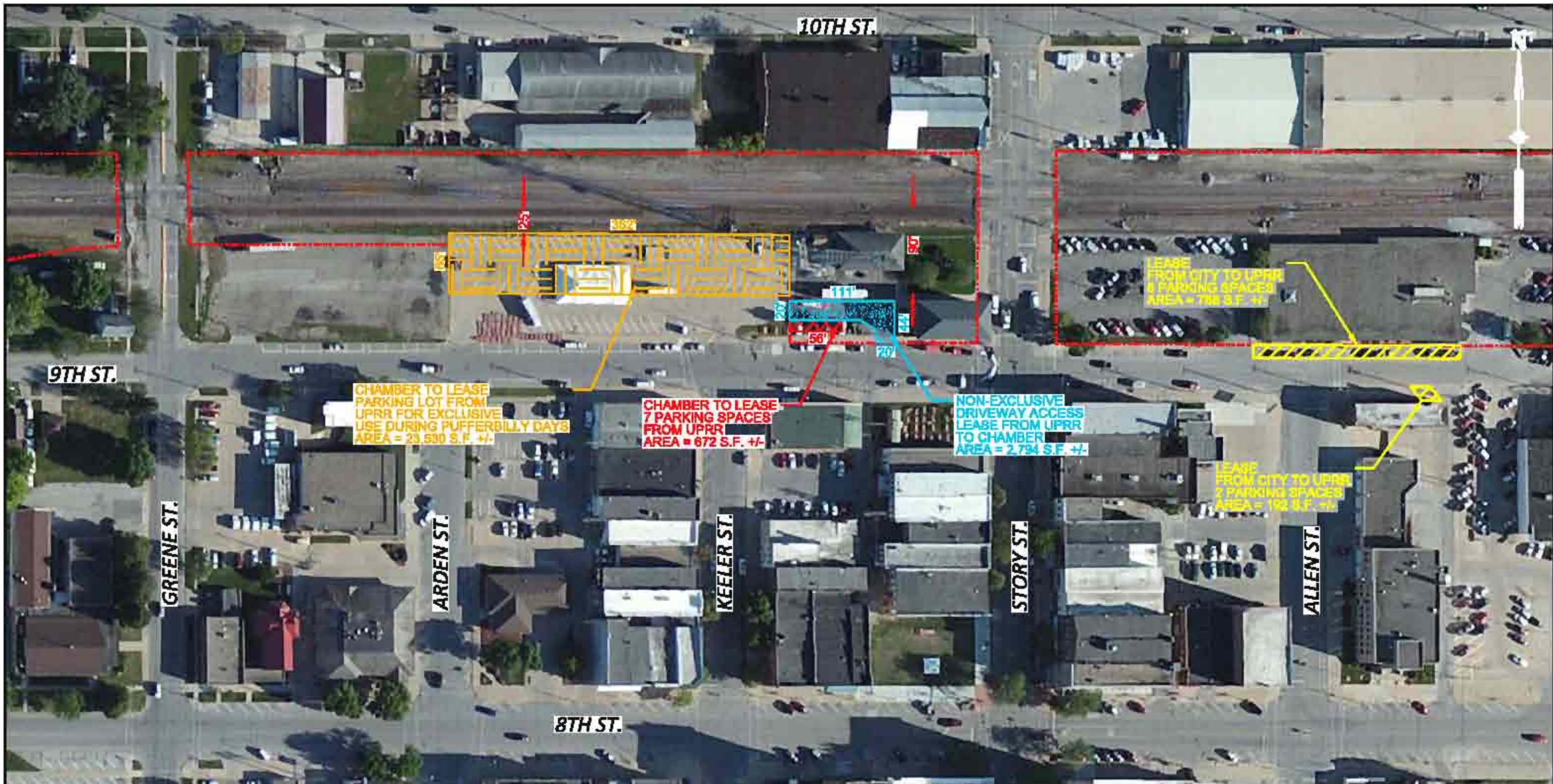
By: _____

Title: _____

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

By: _____

Title: _____



LEGEND:

CHAMBER TO LEASE PARKING LOT FROM UPRR FOR EXCLUSIVE USE DURING PUFFERBILLY DAYS	
CHAMBER TO LEASE 7 PARKING SPACES FROM UPRR	
NON-EXCLUSIVE DRIVEWAY ACCESS LEASE FROM UPRR TO CHAMBER	
UPRR TO LEASE PARKING SPACES FROM CITY	
UPRR R/O OUTLINE	
CADD FILENAME	0208645.dgn	
SCAN FILENAME	1A5A0003-2088-45.tif	

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

BOONE, BOONE COUNTY, IA
 M.P. 203 - BOONE SUB.

TO ACCOMPANY AGREEMENT WITH
 CITY OF BOONE, IOWA
 CNW IA V-5A / 3
 SCALE: 1" = 100'

OFFICE OF REAL ESTATE
 OMAHA, NEBRASKA DATE: 4-29-2014
 NLP FILE: 2088-45

EXHIBIT F

Space Above Line for Recorder's Use Only

2788-96

Prepared By: **Madeline Roebke**
 Union Pacific Railroad Company
 Law Department
 1400 Douglas Street, Stop 1580
 Omaha, NE 68179
 (402) 544-1121

Return to: **City of Boone**
 923 8th Street
 Boone, Iowa 50036

Address Tax Statements to: **City of Boone**
 923 8th Street
 Boone, Iowa 50036

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (successor in interest through merger with Chicago and North Western Railway Company, a Delaware corporation), ("Grantor") in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **CITY OF BOONE, IOWA**, a municipal corporation of the State of Iowa, ("Grantee"), whose address is 923 8th Street, Boone, Iowa 50036, and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in Boone County, State of Iowa, as more particularly described in **Exhibit A** on pages __ and __ (need to number exhibit pages), hereto attached and hereby made a part hereof.

EXCEPTING from this quitclaim and RESERVING unto Grantor, its successors and assigns, forever, a PERPETUAL EASEMENT ("Sewer Easement") in, on, over, under and across the Property for the use and operation of an underground sewer line ("Sewer Line") that

serves both the Property and Grantor's adjacent property. That portion of the Sewer Line located on Grantor's adjacent property shall be maintained and repaired at Grantor's sole cost and expense. That portion of the Sewer Line located on the Property shall be maintained and repaired at Grantee's sole cost and expense.

Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantee, Grantor reserves all income (including, without limitation, rentals, license fees and royalties) from any existing license and other existing rights to use the Property and renewals thereof granted by Grantor or Grantor's predecessors in interest. Grantee agrees that if Grantee receives any such income, Grantee will promptly forward the income to Grantor.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the ____ day of _____, 2014.

Attest:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**

Assistant Secretary

By: _____
Name: _____
Title: _____

(Seal)

EXHIBIT G

Space Above Line for Recorder's Use Only

2788-96

Prepared By: **Madeline Roebke**
 Union Pacific Railroad Company
 Law Department
 1400 Douglas Street, Stop 1580
 Omaha, NE 68179
 (402) 544-1121

Return to: **Union Pacific Railroad Company**
 Attn: Real Estate Department
 1400 Douglas Street, Stop 1690
 Omaha, NE 68179

Address Tax Statements to: **Union Pacific Railroad Company**
 Property Tax Department, Stop 1640
 1400 Douglas Street
 Omaha, NE 68179

QUITCLAIM DEED

CITY OF BOONE, IOWA, a municipal corporation of the State of Iowa, ("Grantor") in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantee"), whose address is 1400 Douglas Street, Omaha, NE 68179, and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (hereinafter the "Property") situated in Boone County, State of Iowa, as more particularly described in **Exhibit A** on pages __ and __ (need to number exhibit pages), hereto attached and hereby made a part hereof.

Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantee, Grantor reserves all income (including, without limitation, rentals, license fees and royalties) from any existing license and other existing rights

to use the Property and renewals thereof granted by Grantor or Grantor's predecessors in interest. Grantee agrees that if Grantee receives any such income, Grantee will promptly forward the income to Grantor.

IN WITNESS WHEREOF, the Grantor has caused this deed to be duly executed as of the ____ day of _____, 2014.

**CITY OF BOONE, IOWA,
a municipal corporation of the State of Iowa**

Attest: _____
Print Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF IOWA)
) **ss.**
COUNTY OF BOONE)

On _____, 201__, before me, _____, a Notary Public in and for said County and State, personally appeared _____, the _____ of CITY OF BOONE, IOWA, a municipal corporation of the State of Iowa, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacities, and that by his/her signature on the instrument the person, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

APPLICATION AND CERTIFICATE FOR PAYMENT

CONSTRUCTION MANAGER
ADVISER EDITION

PAGE 1 OF

SUBMITTED TO: Boone WWTP
300 E 5th Street

PROJECT: Boone Grit Pumps

APPLICATION NO: 04
PERIOD TO: 9/10/14
PROJECT NO: Boone
ARCH PROJ NO: 2012-089
CONTRACT DATE:
APPLICATION DATE: 9/10/14
INVOICE NO: 04

Distribution To:
 OWNER
 ARCHITECT
 CONTRACTOR
 CONSTR. MNGR.

SUBMITTED FROM: C. L. Carroll Company, Inc.
3623 6th Avenue
Des Moines, IA 50313

VIA CM:

CONTRACT FOR: General Construction

ARCHITECT: Foth

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheets are attached to substantiate this application.

ORIGINAL CONTRACT SUM.....	\$	<u>30,420.00</u>
NET CHANGE BY CHANGE ORDERS	\$	<u>800.00</u>
CONTRACT SUM TO DATE	\$	<u>31,220.00</u>
TOTAL COMPLETED AND STORED TO DATE	\$	<u>31,220.00</u>
RETAINAGE:		
0% OF COMPLETED WORK \$		<u>0.00</u>
% OF STORED MATERIAL \$		<u>0.00</u>
TOTAL RETAINAGE	\$	<u>0.00</u>
TOTAL EARNED LESS RETAINAGE	\$	<u>31,220.00</u>
LESS OWNER DIRECT PAYMENT BY PURCHASE ORDER	\$	<u>0.00</u>
LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	<u>29,659.00</u>
CURRENT PAYMENT DUE	\$	<u>1,561.00</u>
BALANCE TO FINISH INCLUDING RETAINAGE	\$	<u>0.00</u>

(See Attached Pages for Original Contract and Change Order Breakdown.)

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

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

CONTRACTOR: C. L. Carroll Company, Inc.

By: [Signature] Date: September 10, 2014

Jon P Rissman

State of: Iowa

County of: Polk

Subscribed and sworn to before
me this September 10, 2014

NOTARY PUBLIC: Sue Desmond
My Commission Expires: 3/3/2015

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 1,561.00

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheets that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT: Foth

By: [Signature] Date: 9-10-2014

SUBMITTED FROM: C. L. Carroll Company, Inc.
 3623 6th Avenue
 Des Moines, IA 50313

PROJECT: Boone Grit Pumps

PAGE NO: 2 OF:

APPLICATION NUMBER: 04

CONTRACTOR'S PROJECT NO: Boone

APPLICATION DATE: 9/10/14

CONTRACT FOR: General Construction

ARCHITECT'S PROJECT NO: 2012-089

PERIOD FROM: 8/10/14 TO: 9/10/14

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D E F WORK COMPLETED			G TOTAL COMPLETE AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C-G)	I RETAINAGE
			D PREVIOUS APPLICATIONS	E THIS APPLICATION		% G/C			
				E WORK IN PLACE	F STORED MATERIALS				
01	Mobilization, Insurance	4,000.00	4,000.00	0.00	0.00	4,000.00	100%	0.00	0.00
02	Piping	21,920.00	21,920.00			21,920.00	100%	0.00	0.00
03	Pump Installation	4,500.00	4,500.00			4,500.00	100%	0.00	0.00
Contract Page 2 Totals		\$30,420.00	\$30,420.00	\$0.00	\$0.00	\$30,420.00	100%	\$0.00	\$0.00

SUBMITTED FROM: C. L. Carroll Company, Inc.
 3623 6th Avenue
 Des Moines, IA 50313
 CONTRACT FOR: General Construction

PROJECT: Boone Grit Pumps
 CONTRACTOR'S PROJECT NO: Boone
 ARCHITECT'S PROJECT NO: 2012-089

PAGE NO: 3 OF: _____
 APPLICATION NUMBER: 04
 APPLICATION DATE: 9/10/14
 PERIOD FROM: 8/10/14 TO: 9/10/14

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED			G TOTAL COMPLETE AND STORED TO DATE (D+E+F)	H % G/C	I BALANCE TO FINISH (C-G)	J RETAINAGE
			D PREVIOUS APPLICATIONS	THIS APPLICATION					
				E WORK IN PLACE	F STORED MATERIALS				
01	Install 2 owner provided plug	800.00	800.00	0.00	0.00	800.00	100%	0.00	0.00
	Page 3 C. O. Totals	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100%	\$0.00	\$0.00
	Change Order Grand Totals	\$800.00	\$800.00	\$0.00	\$0.00	\$800.00	100%	\$0.00	\$0.00
	Original Contract Totals	30,420.00	30,420.00	0.00	0.00	30,420.00	100%	0.00	0.00
	Project Grand Totals	\$31,220.00	\$31,220.00	\$0.00	\$0.00	\$31,220.00	100%	\$0.00	\$0.00

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: **Grit System Improvements, Boone, Iowa**

OWNER: City of Boone, Iowa

CONTRACTOR: C.L. Carroll Company, Inc.

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: N/A

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: N/A

ENGINEER: Foth Infrastructure & Environment, LLC, Johnston, Iowa

NOTICE DATE: September 15, 2014

To: City of Boone, Iowa
Owner

and To: C.L. Carroll Company, Inc.
Contractor

From: Foth Infrastructure & Environment, LLC
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated October 15, 2012 and the terms and conditions set forth in this Notice.

By: 

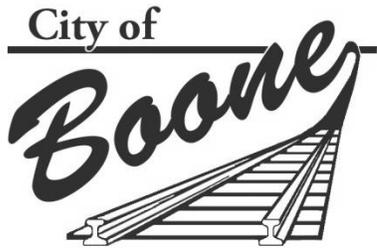
Title: Senior Project Manager

Dated: September 15, 2014

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work (“Notice”) is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer’s knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s work) under Engineer’s Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.



UTILITY COMMITTEE

Meeting Notice

Governing Body: Utility Committee of Boone, Iowa

Date of Meeting: September 10, 2014

Time of Meeting: 4:00 P.M.

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

1. Minutes of Previous Meeting

Piklapp moved, seconded by Nystrom to approve minutes of previous meeting. Ayes: all.

2. Shut Off Update (Rhonda Clayton)

Clayton gave a brief update on the shut off list. \$8,500 was billed and \$4,500 was collected.

3. Discuss Ebill Deployment Issue (Rhonda Clayton, Luke Neslon)

Nelson summarized the Ebill issue. Nystrom noted that it made sense to waive fees for one month, but we must communicate the \$2000 issue and reinforce the financial impact. Piklapp moved, seconded by Nystrom to waive fees and send notice to CDS of financial impact of the email error. Ayes: all

4. Update on Meter Installs (John Rouse)

General update was given by Rouse.

5. Habitat Request 910 20th st (1928 Story St)

Nystrom summarized the situation about the tap that was lined over at 910 20th st. The committee discussed the attention to timeliness that was noted by staff. There is an understanding that the City attempted to notify the new owners. Piklapp moved, seconded by Nystrom to cover \$950 of the cost to cut a new tap. Ayes: all

Nystrom stated that Xenia rates are being looked at and compared to other communities.

Adjourned 4:38 p.m.

STATEMENT OF COUNCIL PROCEEDINGS

September 15, 2014 7:00 p.m.

The City Council of Boone, Iowa, met in regular session in the City Hall Council Chambers on September 15, 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.

Stevenson had a correction on page three (3) section (b) of the agreement between the City of Boone and the Union Pacific Railroad, thirty (60) needs clarified and corrected.

Ray moved, Hicks seconded to set a public hearing for October 6, 2014 at 7:00 p.m. to consider property exchange between the City of Boone and the Union Pacific Railroad. Ayes: Mallas, Hicks, Piklapp, Nystrom, Ray, Stevenson, Gillespie. Nays: none.

An Action Form for Ordinance 2206 explaining the background for the Zoning Map Amendment was presented. (No vote was taken)

Elmquist presented the cash fund balances for the major accounts as of June 30, 2014, as well as, where they are on meeting the Cash Reserve Policy for each of the funds.

Rouse requested an extra \$11,000.00 from the general fund to hire a temporary employee to help take down ash trees and an additional \$80,000.00 to contract out 40 of the largest trees. Rouse explained the funding would come from the general fund cash reserves that are in excess of the cash reserve policy. Nelson and Rouse clarified that staff would be taking down trees 18 inches in diameter or less immediately. Council discussed homeowners ability to treat trees instead of taking them down. Tidgren, a Park Commissioner, stated that the Park Boards Policy, is that if the tree is in the parking it is not eligible for saving.

Stevenson moved, Gillespie seconded to approve the use of \$91,000.00 of general fund cash balance to hire a temporary employee and to contract out the removal of the larger trees. Ayes: Hicks, Piklapp, Nystrom, Ray, Stevenson, Gillespie, Mallas. Nays: none.

Nelson presented an agreement with InfoBunker that would allow them to install sector antennas to the City's water tower and other locations in return InfoBunker would sell the City internet service at cost. Nelson stated that the County has already paid to make sure the water towers can hold the antennas. Martin stated he had no issues with this. Ray moved, Piklapp seconded to approve the agreement between the City of Boone and InfoBunker. Ayes: Piklapp, Nystrom, Ray, Stevenson, Gillespie, Mallas, Hicks. Nays: none.

Nelson presented the Fiscal Year 2015-2016 budget calendar and state that the CIP Committee would meet prior to the budget meetings.

Mayor Slight asked if there were any items on the consent agenda that need removed or if there were any questions. No comments were made.

Piklapp moved, Mallas seconded to approve the following items on the consent agenda: 1) Minutes of previous meetings. 2) Bills payable. 3) Alcohol license renewal for The End Zone, Shenanigans, and L&M Gas & Grocery. 4) Resolution 2276 approving and adopting Fiscal Year 2014 Annual Street Finance Report. 5) Resolution 2277 establishing authorization for Jim P. Robbins to Accept Tax Certificate 2013-13311 from Boone County, Iowa, concerning 1602 6th Street. 6) Resolution 2278 authorizing destruction of records. Ayes: Nystrom, Ray, Stevenson, Gillespie, Mallas, Hicks, Piklapp. Nays: none.

AARP Medicare Rx	Medical	134.60
Access Systems Leasing	Services	525.20

Acco	Equipment	1,007.39
AFLAC	Payroll	15.75
Ag Source Labs	Services	45.00
Air Liquide	Chemicals	2,684.99
Albert Behling	Medical	261.95
Alliant Energy	Utilities-Park	2,380.81
Alliant Energy	Utilities	56,247.84
Altec Industries	Services	1,454.22
Anytime Fitness	Payroll	32.09
Arnold Motor	Parts-Park	89.95
Arnold Motor	Parts	391.05
Atlantic Coca-Cola Bottling	Supplies	174.15
AWWA-IA Section	Conf Reg	220.00
Boesencare	Services-Park	76.00
Boesencare	Services	1,695.00
Boone Ace Hardware	Supplies-Park	165.10
Boone Ace Hardware	Supplies	152.57
Boone Bank & Trust	Payroll	748.09
Boone Co Recorder	Services	12.00
Boone Glass Co	Window	157.10
Boone Hardware	Supplies-Park	9.97
Boone Hardware	Supplies	135.82
Boone News Republican	Publications	1,161.08
Boone Valley Brewing	Sidewalk Reimb	702.00
Brad Vote	Sidewalk Reimb	624.00
Brent Shaw	Cell Phone Reimb	19.00
Caffrey	Supplies	262.80
Capital City Equip	Equipment	380.00
Central IA Dist	Supplies	379.00
Centurylink	Line Fees	44.35
Collection Svcs Center	Payroll	928.68
Condon's Svcs	LP	640.00
Condon's Svcs	Repairs	15.00
Creative Svcs of New England	Supplies	195.95
Culligan	Supplies	58.10
D & D Pest Control	Pest Control	180.00
D & J Tree Service	Services	4,400.00
Data Tech	Training	95.00
Design Alliance	Services	1,046.43
Diamond Vogel	Supplies	152.56
Dick's Fire Extinguisher Svc	Services	95.00
Dogpoopbags.Com	Supplies	204.29
Edward Jones	Payroll	100.00
FBG Svc Corp	Services	694.00
Galls	Cloth Allow	207.10
Global Payments	Cc Fees	94.93
Green Valley Hardscapes	Playground Mulch	3,141.25
Govconnection	Equipment	13,806.15
Hach	Lab Tests	97.47
Hamilton Redi-Mix	Materials	3,343.25
Hartford Funds	Payroll	100.00
HD Supply	Equipment	2,649.33
DJR Holding Corp	Tires	1,260.00
IA IAEL	Conf Reg	130.00
IA Dept of Public Health	Services	774.00
IA Div of Labor Svcs	Services	175.00
IA Plains Signing	Services	10,225.98

ICMA	Payroll	806.02
Insanity Fightwear	Cloth Allow	395.00
Intl Assn of Electrical Inspectors	Membership	102.00
IPERS	Payroll	14,183.09
Kabel Business Svcs	Flex Card	18.00
Kabel Business Svcs	Flex Admin Fees	51.35
KCI Landscape Supply	Downtown Mulch	598.00
Keystone Labs	Lab Tests	222.00
Kriz-Davis Co	Repairs	93.35
Kruck Plbg & Htg	Repairs	932.90
KWBG	Adv Contract	325.00
Kyle Kilstrom	Cell Phone Reimb	19.00
MLC Homes	Mowing Services	1,405.00
Martin Marietta Aggregate	Materials	841.09
Martin Oil	Fuel	14,938.79
Master Meter Systems	Support	1,500.00
Members 1st Comm Credit Union	Payroll	130.00
Moeller Electric	Repairs	1,042.50
Moffitt's	Repairs	131.73
Municipal Fire & Police	Payroll	26,404.94
Municipal Supply	Repairs	374.00
Mutual of Omaha	Payroll	231.95
Mutual of Omaha	Ins Premium	264.32
Norlab	Supplies	77.50
Notary Rotary	Stamp	15.95
O'Reilly Automotive	Repairs	12.99
Orschelns	Supplies	90.95
Peoples Clothing	Cloth Allow	190.00
Pritchard Bros Plbg	Repairs	524.60
Probuild	Supplies	213.44
Quick Oil	Propane	3,453.68
Reese Electric	Repairs	181.05
Richard Grove	Medical	220.45
Rose Const	Demo Retainage	1,000.00
Sherrill Inc	Tools	123.85
Skunk River Sports	Supplies	49.98
State of IA	Payroll	8,122.00
Stecker Concrete	Repairs	3,300.00
Steve Kelley	Cell Phone Reimb	19.00
Steven Peasley	Medical	609.33
Storey Kenworthy	Supplies	2,044.71
Total Choice Shipping	Services	71.24
Treas/State of IA	Pool Tax	350.00
Tree Care Industry	Subscription	99.95
Accuracy Inc	Ammo	1,785.00
Uniform Den	Supplies	403.39
Van Dyke Appraisals	Services	800.00
Verizon	Services	280.17
Vision Bank	Payroll	274.85
Vision Bank	Payroll	38,437.21
W L Const Supply	Equipment	139.90
Walters Sanitary	Waste Removal	12.00
Walters Sanitary	Waste Removal	483.78
**** Paid Total *****		245,595.34

Fund

Disbursed

General	99,112.62
Road Use	49,117.20
Group Insurance	1,287.78
Employee Benefits	227.15
Local Option Tax	19,649.64
Police Expendable Trust	195.95
Fire Expendable Trust	262.80
Demolition	1,012.00
S Marshall Reconstruction	1,695.00
Park/PW Building	1,046.43
Water	40,101.15
Sewer	29,770.21
Family Resource Center	160.00
Storm Water Utility	1,957.41

Ray moved, Hicks seconded to approve the third reading of Ordinance 2202 allowing the City of Boone, Iowa to change the Electric Franchise Ordinance. Ayes: Stevenson, Gillespie, Mallas, Hicks, Piklapp, Nystrom, Ray. Nays: none.

Ray moved, Hicks seconded to adopt Ordinance 2202 allowing the City of Boone, Iowa to change the Electric Franchise Ordinance. Ayes: Stevenson, Gillespie, Mallas, Hicks, Piklapp, Nystrom, Ray. Nays: none.

Stevenson moved, Gillespie seconded to approve the third reading of Ordinance 2203 allowing the City of Boone, Iowa to change the Natural Gas Franchise Ordinance. Ayes: Gillespie, Mallas, Hicks, Piklapp, Nystrom, Ray, Stevenson. Nays: none.

Ray moved, Mallas seconded to adopt Ordinance 2203 allowing the City of Boone, Iowa to change the Natural Gas Franchise Ordinance. Ayes: Gillespie, Mallas, Hicks, Piklapp, Nystrom, Ray, Stevenson. Nays: none.

Hicks moved, Gillespie seconded to waive the second reading of Ordinance 2204 allowing the City of Boone, Iowa to change the penalties as it pertains to Municipal Infractions. Ayes: Mallas, Hicks, Piklapp, Nystrom, Ray, Stevenson, Gillespie. Nays: none.

Stevenson moved, Ray seconded to approve the third reading of Ordinance 2204 allowing the City of Boone, Iowa to change the penalties as it pertains to Municipal Infractions. Ayes: Mallas, Hicks, Piklapp, Nystrom, Ray, Stevenson, Gillespie. Nays: none.

Stevenson moved, Ray seconded to adopt Ordinance 2204 allowing the City of Boone, Iowa to change the penalties as it pertains to Municipal Infractions. Ayes: Mallas, Hicks, Piklapp, Nystrom, Ray, Stevenson, Gillespie. Nays: none.

There being no further business to come before the Council the meeting was adjourned at 7:32 p.m.

ATTEST:

Luke Nelson, City Administrator/Clerk

John Slight, Mayor

RECORD OF COUNCIL APPROVED BILLS

RAY

October 6, 2014

<u>DATE</u>	<u>AMOUNT</u>
Airport Bills	26,843.60
Library Bills	14,857.20
Park Bills	
Manuals/Util Bills/Misc Total	24,683.11
Voided checks	
Council Bills Total	211,808.50
Payroll 10/01/14	170,774.26
Payroll 09/15/14	182,541.53
TOTAL EXPENDITURES	<u>\$ 631,508.20</u>

Signed By _____

Date _____

VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE	
----- ACCOUNTS PAYABLE CLAIMS -----						
Library	ACCESS SYSTEMS TECHNOLOGIES	LIBRARY COMPUTER SVCS	110.00	181796	9/17/14	
	ACCESS SYSTEMS TECHNOLOGIES	LIBRARY SYSTEM BACKUP	50.00	181796	9/17/14	
	ACCESS SYSTEMS TECHNOLOGIES	LIBRARY COMPUTER SVCS	27.50	181796	9/17/14	
Library	ALLIANT ENERGY	LIBRARY UTILITIES	5,603.00	181797	9/17/14	
	ALLIANT ENERGY	LIBRARY UTILITIES	90.89	181797	9/17/14	
	ALLIANT ENERGY	424 SNEDDEN DR-AIRPORT	482.18	181820	9/22/14	
Airport	ALLIANT ENERGY	RR 1-AIRPORT	131.45	181820	9/22/14	
	ALLIANT ENERGY	424 SNEDDEN DR HOUSE-AIRPORT	56.07	181820	9/22/14	
	ALLIANT ENERGY	424 SNEDDEN DR LIGHTS-AIRPORT	35.05	181820	9/22/14	
Library	AMAZON.COM	LIBRARY MATERIALS	42.97	181798	9/17/14	
	AMAZON.COM	LIBRARY MATERIALS	35.94	181798	9/17/14	
	AMAZON.COM	LIBRARY MATERIALS	9.96-	181798	9/17/14	
	AMAZON.COM	LIBRARY MATERIALS	7.96	181798	9/17/14	
	AMAZON.COM	LIBRARY MATERIALS	32.98	181798	9/17/14	
	AMAZON.COM	LIBRARY MATERIALS	45.06	181798	9/17/14	
	AMAZON.COM	LIBRARY MATERIALS	24.95	181798	9/17/14	
	AMAZON.COM	LIBRARY MATERIALS	.03-	181798	9/17/14	
	AMAZON.COM	LIBRARY MATERIALS	112.84	181798	9/17/14	
	AMAZON.COM	LIBRARY MATERIALS	84.72	181798	9/17/14	
Library	AMY SHEARER	LIBRARY BOOK REFUND		10.00	181799	9/17/14
	BOEHM INSURANCE AGENCY INC	AIRPORT INS PREM		3,293.00	181821	9/22/14
Airport	RONALD A KRUSE	AIRPORT LAWN MAINT-SEPT 14		4,092.87	181822	9/22/14
Library	BROWN ELECTRIC	LIBRARY LIGHT REPAIRS		685.50	181800	9/17/14
	CDS GLOBAL	ON-LINE PAYMENT PROCESSING		179.07	90114003	9/01/14
Library	CENTER POINT PUBLISHING	LIBRARY MATERIALS		549.42	181801	9/17/14
	CHANGE	LIBRARY POSTAGE		129.70	181802	9/17/14
	CHASE	LIBRARY LEGO TABLES	96.14	181803	9/17/14	
Library	CHASE	LIBRARY BLDG SUPPLIES	482.94	579.08	181803	9/17/14
	CONNIE YOUNGER	AIRPORT FBO PYMT-SEPT 14		2,490.00	181823	9/22/14
Airport	DARWIN BACKOUS	LIBRARY BLDG MAINT-AUG 14		1,170.00	181804	9/17/14
Library	DEMCO	LIBRARY SUPPLIES		248.39	181805	9/17/14
Airport	DICK'S FIRE EX	AIRPORT ANNUAL INSPECT/MAIN		494.15	181824	9/22/14
Library	GALE	LIBRARY MATERIALS		86.37	181806	9/17/14
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	37.25	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.95	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.94	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	17.25	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	31.00	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	280.45	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	8.99	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	11.49	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.59	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	29.29	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	9.77	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	32.95	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	8.60	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	53.32	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.95	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	37.96	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.09	181811	9/17/14	
	INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.07	181811	9/17/14	

Library/Airport/Manual/1st mth ✓ is

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
INGRAM BOOK COMPANY	LIBRARY MATERIALS	31.04		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	86.31		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.38		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	4.77		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	47.34		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	51.71		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	93.89		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	14.38		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	64.89		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	44.22		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	15.52		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	5.99		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	70.49		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	68.34		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	5.99		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	25.91		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	26.38		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	5.99		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	13.22		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.92		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	7.79		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	131.71		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	46.52		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.67		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	10.34		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	30.45		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	13.20		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	117.22		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	306.58		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	34.96		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	6.59		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	16.09		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	112.07		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	43.99		181811	9/17/14
INGRAM BOOK COMPANY	LIBRARY MATERIALS	17.81	2,258.58	181811	9/17/14
IPERS	CITY BENEFIT		32.96	181722	9/15/14
JIM ROBBINS PC	LEGAL SERVICES		5,200.00	181883	10/01/14
JOHN ROUSE	CAR ALLOW-SEPT		200.00	181884	10/01/14
JOHN SLIGHT	CAR ALLOW		150.00	181885	10/01/14
KABEL BUSINESS SERVICES	PAYROLL FLEX DEDUCTION	1,425.66		90114002	9/01/14
KABEL BUSINESS SERVICES	PAYROLL FLEX DEDUCTION	1,425.66	2,851.32	91514000	9/15/14
LUKE NELSON	CAR ALLOW-OCT		300.00	181886	10/01/14
MEDIACOM	LIBRARY INTERNET SVC		129.90	181812	9/17/14
MIDWEST LIQUID SYSTEMS INC	AIRPORT CARDMASTER FUEL SYSTEM		2,345.33	181825	9/22/14
OCLC ONLINE COMPUTER LIBRARY	LIBRARY DATA PROCESSING		558.96	181813	9/17/14
QUALITY ONE	LIBRARY CUSTODIAL SVCS-SEPT 14		1,825.00	181814	9/17/14
QUILL CORPORATION	LIBRARY SUPPLIES	35.18		181815	9/17/14
QUILL CORPORATION	LIBRARY SUPPLIES	31.98		181815	9/17/14
QUILL CORPORATION	LIBRARY SUPPLIES	103.59		181815	9/17/14
QUILL CORPORATION	LIBRARY SUPPLIES	26.70		181815	9/17/14
QUILL CORPORATION	LIBRARY SUPPLIES	7.17	204.62	181815	9/17/14
ROY MARTIN	CAR ALLOW		200.00	181887	10/01/14
SNYDER & ASSOCIATES, INC	T-HANGAR PYMT-14	7,723.50		181827	9/22/14
SNYDER & ASSOCIATES, INC	RUNWAY REHAB PYMT-2	5,700.00	13,423.50	181828	9/22/14

Library -

Library
Airport

Library

Airport

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

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
<i>Library</i> - STOREY KENWORTHY	LIBRARY OFFICE SUPPLIES		92.97	181816	9/17/14
TREASURER/STATE OF IOWA	SALES TAX-AUG		13,487.00	91214000	9/12/14
VISA	MGR MTG- [REDACTED]		1,120.39	181819	9/19/14
VISION BANK	NSF- [REDACTED]		35.00	91114000	9/11/14
<i>Library</i> - WALTERS SANITARY SERVICE INC	WASTE REMOVAL/LIBRARY-AUG 14		59.62	181817	9/17/14
WAYNE SCHWARTZ	CAR ALLOW-SEPT		200.00	181888	10/01/14
<i>Library</i> - ZACHARY STIER	LIBRARY REIMB-SUPPLIES		10.27	181818	9/17/14

**** PAID TOTAL ****

65,656.54

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

=====
65,656.54
=====

DepRef (+)

727.37

66,383.91

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

365 VISION BANK										
093014	1	001	9/30/2014	NSF-MOORMAN PARKING TICK	35.00	.00		.00	35.00	91114000 M
				** VENDOR TOTAL **	35.00	.00	35.00	.00	35.00	
906 IPERS										
093014	1	113	9/30/2014	CITY BENEFIT-J LONG	32.96	.00		.00	32.96	181722 M
				** VENDOR TOTAL **	32.96	.00	32.96	.00	32.96	
1659 TREASURER/STATE OF IOWA										
093014	1	600	9/30/2014	SALES TAX-AUG	12118.54	.00		.00	12118.54	91214000 M
093014	2	610	9/30/2014	SALES TAX-AUG	1368.46	.00		.00	1368.46	91214000 M
				** TOTAL **	13487.00	.00	13487.00	.00	13487.00	
				** VENDOR TOTAL **	13487.00	.00	13487.00	.00	13487.00	
2819 KABEL BUSINESS SERVICES										
093014	1	0149	9/30/2014	PAYROLL FLEX DEDUCTION	648.01	.00		.00	648.01	90114002 M
093014	2	1149	9/30/2014	PAYROLL FLEX DEDUCTION	160.22	.00		.00	160.22	90114002 M
093014	3	6049	9/30/2014	PAYROLL FLEX DEDUCTION	403.88	.00		.00	403.88	90114002 M
093014	4	6149	9/30/2014	PAYROLL FLEX DEDUCTION	125.55	.00		.00	125.55	90114002 M
093014	5	7449	9/30/2014	PAYROLL FLEX DEDUCTION	88.00	.00		.00	88.00	90114002 M
				** TOTAL **	1425.66	.00	1425.66	.00	1425.66	
093014A	1	0149	9/30/2014	PAYROLL FLEX DEDUCTION	648.01	.00		.00	648.01	91514000 M
093014A	2	1149	9/30/2014	PAYROLL FLEX DEDUCTION	159.21	.00		.00	159.21	91514000 M
093014A	3	6049	9/30/2014	PAYROLL FLEX DEDUCTION	402.32	.00		.00	402.32	91514000 M
093014A	4	6149	9/30/2014	PAYROLL FLEX DEDUCTION	129.02	.00		.00	129.02	91514000 M
093014A	5	7449	9/30/2014	PAYROLL FLEX DEDUCTION	87.10	.00		.00	87.10	91514000 M
				** TOTAL **	1425.66	.00	1425.66	.00	1425.66	
				** VENDOR TOTAL **	2851.32	.00	2851.32	.00	2851.32	
3337 VISA										
093014	1	001	9/30/2014	MGR MTG-NELSON	9.19	.00		.00	9.19	181819 M
093014	2	600	9/30/2014	WA/SR TRAINING-NELSON	15.73	.00		.00	15.73	181819 M
093014	3	610	9/30/2014	WA/SR TRAINING-SCHWARTZ	15.74	.00		.00	15.74	181819 M
093014	4	001	9/30/2014	I-DRIVE	12.38	.00		.00	12.38	181819 M
093014	5	600	9/30/2014	I-DRIVE	12.38	.00		.00	12.38	181819 M
093014	6	610	9/30/2014	I-DRIVE	12.37	.00		.00	12.37	181819 M
093014	7	110	9/30/2014	I-DRIVE	12.37	.00		.00	12.37	181819 M
093014	8	168	9/30/2014	FIRE LUNCH	56.76	.00		.00	56.76	181819 M
093014	9	167	9/30/2014	PD-LATRELL TRAINING-QTY	429.00	.00		.00	429.00	181819 M
093014	10	001	9/30/2014	FIRE TRUCK ALIGNMENT	94.50	.00		.00	94.50	181819 M
093014	11	001	9/30/2014	RESCUE TRK GENERATOR REM	395.00	.00		.00	395.00	181819 M
093014	12	001	9/30/2014	CENTRAL OFFICE KEYBOARD/	18.33	.00		.00	18.33	181819 M
093014	13	600	9/30/2014	CENTRAL OFFICE KEYBOARD/	18.32	.00		.00	18.32	181819 M
093014	14	610	9/30/2014	CENTRAL OFFICE KEYBOARD/	18.32	.00		.00	18.32	181819 M
				** TOTAL **	1120.39	.00	1120.39	.00	1120.39	
				** VENDOR TOTAL **	1120.39	.00	1120.39	.00	1120.39	

3506 CDS GLOBAL

Manual V/S

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

3506 CDS GLOBAL										
1408D0191	1	600	9/30/2014	ON-LINE PAYMENT PROCESSI	89.53	.00		.00	89.53	90114003 M
1408D0191	2	610	9/30/2014	ON-LINE PAYMENT PROCESSI	89.54	.00		.00	89.54	90114003 M
** TOTAL **					179.07	.00	179.07	.00	179.07	
** VENDOR TOTAL **					179.07	.00	179.07	.00	179.07	
** MANUAL CHK TOTAL **									17705.74	
** GRAND TOTAL **					17705.74	.00	17705.74	.00	17705.74	

INVOICE	LN	DIST	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	DISC TK	PAID AMT	CHECK NO
1166 ROY MARTIN										
093014	1	600	10/01/2014	CAR ALLOW	100.00	.00		.00	100.00	181887
093014	2	610	10/01/2014	CAR ALLOW	100.00	.00		.00	100.00	181887
** TOTAL **					200.00	.00	200.00	.00	200.00	
** VENDOR TOTAL **					200.00	.00	200.00	.00	200.00	
2327 JOHN SLIGHT										
093014	1	001	10/01/2014	CAR ALLOW	150.00	.00		.00	150.00	181885
** VENDOR TOTAL **					150.00	.00	150.00	.00	150.00	
2865 LUKE NELSON										
093014	1	001	10/01/2014	CAR ALLOW-OCT	100.00	.00		.00	100.00	181886
093014	2	600	10/01/2014	CAR ALLOW-OCT	100.00	.00		.00	100.00	181886
093014	3	610	10/01/2014	CAR ALLOW-OCT	100.00	.00		.00	100.00	181886
** TOTAL **					300.00	.00	300.00	.00	300.00	
** VENDOR TOTAL **					300.00	.00	300.00	.00	300.00	
2910 JOHN ROUSE										
093014	1	110	10/01/2014	CAR ALLOW-SEPT	66.67	.00		.00	66.67	181884
093014	2	600	10/01/2014	CAR ALLOW-SEPT	66.67	.00		.00	66.67	181884
093014	3	610	10/01/2014	CAR ALLOW-SEPT	66.66	.00		.00	66.66	181884
** TOTAL **					200.00	.00	200.00	.00	200.00	
** VENDOR TOTAL **					200.00	.00	200.00	.00	200.00	
3478 JIM ROBBINS PC										
093014	1	001	10/01/2014	LEGAL SERVICES	624.00	.00		.00	624.00	181883
093014	2	001	10/01/2014	LEGAL SERVICES	52.00	.00		.00	52.00	181883
093014	3	001	10/01/2014	LEGAL SERVICES	52.00	.00		.00	52.00	181883
093014	4	001	10/01/2014	LEGAL SERVICES	104.00	.00		.00	104.00	181883
093014	5	001	10/01/2014	LEGAL SERVICES	3640.00	.00		.00	3640.00	181883
093014	6	110	10/01/2014	LEGAL SERVICES	520.00	.00		.00	520.00	181883
093014	7	600	10/01/2014	LEGAL SERVICES	104.00	.00		.00	104.00	181883
093014	8	610	10/01/2014	LEGAL SERVICES	104.00	.00		.00	104.00	181883
** TOTAL **					5200.00	.00	5200.00	.00	5200.00	
** VENDOR TOTAL **					5200.00	.00	5200.00	.00	5200.00	
3562 WAYNE SCHWARTZ										
093014	1	001	10/01/2014	CAR ALLOW-SEPT	50.00	.00		.00	50.00	181888
093014	2	110	10/01/2014	CAR ALLOW-SEPT	50.00	.00		.00	50.00	181888
093014	3	600	10/01/2014	CAR ALLOW-SEPT	50.00	.00		.00	50.00	181888
093014	4	610	10/01/2014	CAR ALLOW-SEPT	50.00	.00		.00	50.00	181888
** TOTAL **					200.00	.00	200.00	.00	200.00	
** VENDOR TOTAL **					200.00	.00	200.00	.00	200.00	
** PRINTED CHK TOTAL **									6250.00	
** GRAND TOTAL **					6250.00	.00	6250.00	.00	6250.00	

1st Month Vis

ACCOUNT NO	CUSTOMER NAME	CHECK NUMBER	CHECK DATE	SERVICE CODE	DEPOSIT NUMBER	DEPOSIT DATE	DEPOSIT AMOUNT	APPLY
104650002	MELISSA BUCHANAN	181872	9/29/14	WA		2/01/08	75.00	C
123330007	DESTINEE HARVEY	181873	9/29/14	WA		9/03/13	97.55	C
203230015	DANIELLE CHURCHILL	181874	9/29/14	WA		8/18/14	97.90	C
219310004	JUSTIN FUNK	181875	9/29/14	WA	water depo	7/02/14	81.34	C
220570007	LISA ADAMS	181876	9/29/14	WA		9/09/13	14.30	C
303220016	ALEXUS LETHCOE	181877	9/29/14	WA		5/12/14	48.82	C
303470002	DENNIS SESKER	181878	9/29/14	WA		4/04/08	23.18	C
304710009	NED PARKER	181879	9/29/14	WA		8/23/13	110.09	C
305220007	JOELLE STERNQUIST	181880	9/29/14	WA		12/03/13	84.72	C
313930000	BUD & RETHA CORIERI	181881	9/29/14	WA		9/30/10	37.52	C
316390016	ROBIN HENSEL	181882	9/29/14	WA		9/20/13	56.95	C
RPT TOTAL							727.37	

UB Deposit Refunds

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

ACCOUNTS PAYABLE CLAIMS					

ACCESS SYSTEMS LEASING	RICOH COPIER SYSTEM		88.00		
ALBERT BEHLING	[REDACTED] medical		98.00		
ALCOHOLIC BEVERAGES DIVISION	LICENSE REFUND-YOKES		845.00		
ALLIANT ENERGY	UTILITIES [REDACTED]	964.36			
ALLIANT ENERGY	[REDACTED]	856.39			
ALLIANT ENERGY	[REDACTED]	1,151.35	2,972.10		
APPARATUS TESTING SVCS LLC	[REDACTED] Repairs		135.89		
ARLEN WILDEMAN	REIMB-CEO TRAINING		212.98		
AUGUST ENTERPRISES LLC	ASBESTOS REMOVAL-FD KITCHEN		1,000.00		
BENJAMIN MICHAEL CONRAD	PROP CLEANUP-QTY 2	500.00			
BENJAMIN MICHAEL CONRAD	721 BENTON-MOWING	25.00			
BENJAMIN MICHAEL CONRAD	FRC MOWING	450.00	975.00		
BIOSOLIDS MANAGEMENT GROUP	LIME REMOVAL-S POND		22,259.21		
BOONE ACE HARDWARE	SUPPLIES-ELECTRONIC SIGNS	15.99			
BOONE ACE HARDWARE	SUPPLIES-TOOLS	15.98	31.97		
BOONE AREA HUMANE SOCIETY	CONTRACT SERVICES-OCT 14		5,854.33		
BOONE CONSTRUCTION CO	ROOF REPAIRS-PD		111.48		
BOONE COUNTY LANDFILL	FY15 ASSESSMENT		5,275.41		
BOONE COUNTY RESERVE UNIT	SVCS-PUFFERBILLY/NATIONALS		480.00		
BOONE COUNTY TREASURER	[REDACTED] ASSESSMENT		84.00		
BOONE DAY BREAKERS KIWANIS	ADAMS-3RD QTR DUES/MEALS	85.00			
BOONE DAY BREAKERS KIWANIS	NELSON-3RD QTR DUES/MEALS	85.00	170.00		
C L CARROLL	GRIT PUMP-PYMT 4		1,561.00		
CDS GLOBAL	POSTAGE	2,043.60			
CDS GLOBAL	MTHLY PROCESSING	1,934.51	3,978.11		
CENTRAL IOWA DISTRIBUTING	SUPPLIES-WWTP	122.60			
CENTRAL IOWA DISTRIBUTING	SUPPLIES-WTP	369.90	492.50		
CENTURYLINK	[REDACTED] Line Fees	49.35			
CENTURYLINK	[REDACTED]	576.60	625.95		
CITY OF BOONE	[REDACTED] UTILITIES	573.52			
CITY OF BOONE	[REDACTED]-UTILITIES	22.15	595.67		
COMBUSTION CONTROL CO	PUMP REBUILD		1,200.00		
COMPUTER PROJECTS OF IL	MESSENGER LICENSE MAINT-PD		343.20		
DANIELLE WOLFINGER	REFUND-OVERPAYMENT		63.38		
DAVID PETERSON	SIDEWALK REIMB-[REDACTED]		424.32		
DIAMOND VOGEL PAINTS	STREET MARKING PAINT		129.90		
DONALD WILSON	[REDACTED] medical		231.69		
DUTCH OVEN BAKERY	MEETING-PD	4.59			
DUTCH OVEN BAKERY	MEETING-PD	16.68			
DUTCH OVEN BAKERY	MEETING-PD	4.59			
DUTCH OVEN BAKERY	MEETING-PD	10.99	36.85		
ECOLAB INC	PEST CONTROL		88.49		
EMERGENCY SVCS MARKETING CORP	IAR SYSTEM		9.60		
TWO RIVERS INS CO INC	[REDACTED] INS PREMIUM-[REDACTED]		86,074.79		
FOTH INFRASTRUCTURE	GRIT IMPRVMT ENGINEERING		1,964.08		
GALLS LLC	VEST-PD		28.00		
GOVCONNECTION INC	COMPUTER EQUIP-WWTP	1,068.69			
GOVCONNECTION INC	PRINTER/SCANNER-WWTP	109.99			
GOVCONNECTION INC	COMP EQUIP-WWTP	1,521.96			
GOVCONNECTION INC	COMPUTER/SWITCH-FD	1,454.63	4,155.27		
GRAYMONT WESTERN LIME INC	LIME	3,996.53			

Council/Open Bills

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
GRAYMONT WESTERN LIME INC	LIME	3,995.00	7,991.53		
GREG ECKSTROM	REIMB-TRAINING		106.39		
GRIMES ASPHALT & PAVING CORP.	COLD PATCH		626.34		
HACH COMPANY	LAB TESTS	119.64			
HACH COMPANY	LAB TESTS	656.74			
HACH COMPANY	LAB TESTS	63.90			
HACH COMPANY	LAB TESTS	29.95	870.23		
HAWKINS WATER TREATMENT GROUP	CHEMICALS	1,918.60			
HAWKINS WATER TREATMENT GROUP	CHEMICALS	100.00			
HAWKINS WATER TREATMENT GROUP	CHEMICALS	2,658.20	4,676.80		
IOWA ASSN MUNCP UTILITIES	CONF REG [REDACTED]		175.00		
IOWA ASSOCIATION OF WATER AGEN	MEMBERSHIP DUES-FY15		863.31		
IOWA DEPT TRANSPORTATION	ICE CONTROL SALT	12,810.04			
IOWA DEPT TRANSPORTATION	SUPPLIES-C SHED	10.00			
IOWA DEPT TRANSPORTATION	SUPPLIES-C SHED	134.30	12,954.34		
IA DEPT OF NATURAL RESOURCES	ANNUAL WATER USE FEE		99.00		
IOWA ONE CALL	LOCATES		180.30		
IOWA PRISON INDUSTRIES	STREET SIGNS		891.60		
INLAND TRUCK PARTS COMPANY	REPAIRS-02 INTL		223.24		
INSTITUTE OF PUB AFFAIRS	MGMT TRAINING [REDACTED]		1,050.00		
IOWACE	CONF REG [REDACTED]		70.00		
INTERNET SERVICES UNITED NTWKS	INTERNET SERVICE	164.80			
INTERNET SERVICES UNITED NTWKS	INTERNET SERVICE	40.95	205.75		
KENWORTH MID IOWA	PARTS-06 KENWORTH		7.54		
KEYSTONE LABORATORIES INC	LAB TESTS	42.40			
KEYSTONE LABORATORIES INC	LAB TESTS	196.80			
KEYSTONE LABORATORIES INC	LAB TESTS	42.40			
KEYSTONE LABORATORIES INC	LAB TESTS	222.00			
KEYSTONE LABORATORIES INC	LAB TESTS	431.00	934.60		
KORIE BARBER	REIMB-CAR REPAIRS		19.20		
L-TRON CORPORATION	OFFICE SUPPLIES-PD		162.00		
MARK ELLSBURY	CONF REIMB-CEU CLASSES		202.90		
MARTIN MARIETTA AGGREGATE	GRAVEL-ROADS/ALLEYS	463.62			
MARTIN MARIETTA AGGREGATE	GRAVEL-ROADS/ALLEYS	174.08			
MARTIN MARIETTA AGGREGATE	BACKFILL-WA/SR REPAIRS	991.74			
MARTIN MARIETTA AGGREGATE	GRAVEL-ROADS/ALLEYS	695.43	2,324.87		
ANDREW LYNN MCGILL	COMPUTER SVCS/PD-SEPT 14	350.00			
ANDREW LYNN MCGILL	COMPUTER SVCS-SEPT 14	1,000.00	1,350.00		
MEDIACOM	FRC INTERNET		89.95		
MEDICARE BLUE RX	[REDACTED] -medical	41.90			
MEDICARE BLUE RX	[REDACTED]	41.90	83.80		
MIDLAND POWER COOPERATIVE	UTILITIES/SLUDGE		24.97		
MIDWEST WHEEL COMPANIES	REPAIRS-95 PIERCE		25.04		
MUTUAL OF OMAHA	LIFE/AD&D PREMIUM		251.93		
NORTHERN SAFETY CO	SAFETY EQUIPMENT		264.22		
NOTARY ROTARY	NOTARY STAMP [REDACTED]		6.60		
OLDCASTLE ARCHITECTURAL	BLOCK-SR/INTAKE REPAIRS		259.20		
ORSCHELNS	STAPLE GUN	39.44			
ORSCHELNS	METER PARTS	31.19	70.63		
PITNEY BOWES	QTRLY POSTAGE MACHINE		162.00		
POSITIVE PROMOTIONS	FIRE SAFETY BAGS		89.87		
PRITCHARD BROS PLUMBING	OFFICE A/C SERVICE		69.00		
RESERVE ACCOUNT	POSTAGE REFILL		1,300.00		
RICHARD O GROVE	[REDACTED] medical		83.73		

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

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
RIVER CITY SUPPLY LLC	FIRE PREVENTION BOOKS		667.50		
SPRING GREEN	S MARSHALL RECONST	210.00			
SPRING GREEN	SERVICES-WTP	309.00			
SPRING GREEN	SERVICES-GREENE ST WA TOWER	74.95			
SPRING GREEN	SERVICES-CLINTON ST WA TOWER	165.32			
SPRING GREEN	SERVICES-WWTP	293.55	1,052.82		
STAR EQUIPMENT LTD	REPAIRS-CONCRETE SAW		192.60		
STATE HYGIENIC LABORATORY	LAB TESTS	257.00			
STATE HYGIENIC LABORATORY	LAB TESTS	375.00			
STATE HYGIENIC LABORATORY	LAB TESTS	181.50	813.50		
TOM WALTERS COMPANY	WASTE REMOVAL/C SHED-AUG 14	60.00			
TOM WALTERS COMPANY	WASTE REMOVAL CART/PD-AUG 14	16.00	76.00		
TRANS IOWA EQUIPMENT	MIRROR-DUMP TRUCK	51.05			
TRANS IOWA EQUIPMENT	REPAIRS-JET TRUCK	276.97			
TRANS IOWA EQUIPMENT	REPAIRS-VAC TRUCK	1,419.44			
TRANS IOWA EQUIPMENT	REPAIRS-STREET SWEEPER	1,031.41	2,778.87		
TROY NORDHOLM	KITCHEN REMODEL-FIRE DEPT	10,362.50			
TROY NORDHOLM	WINDOW RPLCMNT-WTP	983.00	11,345.50		
VAN-WALL EQUIPMENT INC	MOWER DECK	1,700.00			
VAN-WALL EQUIPMENT INC	MOWER REPAIRS	70.55			
VAN-WALL EQUIPMENT INC	MOWER REPAIRS	3.80			
VAN-WALL EQUIPMENT INC	MOWER DECK WHEELS	130.38			
VAN-WALL EQUIPMENT INC	MOWER REPAIRS	235.67	2,140.40		
VERIZON WIRELESS SERVICES LLC	WIRELESS INTERNET-WTP	40.01			
VERIZON WIRELESS SERVICES LLC	CELL PHONE SVCS	1,642.05	1,682.06		
WELLMARK BLUE CROSS/SHIELD	[REDACTED] -medical	429.00			
WELLMARK BLUE CROSS/SHIELD	[REDACTED]	528.60	957.60		
WINDSTREAM	PHONE SERVICE		1,889.60		
WISECUP TRUCKING	DEMO-[REDACTED]	1,100.00			
WISECUP TRUCKING	DEMO-[REDACTED]	5,750.00	6,850.00		
**** OPEN	TOTAL ****		211,808.50		
*****	REPORT TOTAL *****		211,808.50		

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
39 ALBERT BEHLING							
100114	1	112	10/07/2014	9-18 BO CO FAM MED	98.00	112-930-6150	GROUP INSURANCE PAYMENTS
** VENDOR TOTAL **					98.00	.00	98.00
45 ALLIANT ENERGY							
100114	1	001	10/07/2014	UTILITIES-PD	964.36	001-110-6371	UTILITIES
100114A	1	110	10/07/2014	4TH ST-TRAFFIC LIGHTS	104.68	110-240-6371	TRAFFIC UTILITIES
100114A	2	110	10/07/2014	6TH/STORY-TRAFFIC LIGHTS	77.28	110-240-6371	TRAFFIC UTILITIES
100114A	3	110	10/07/2014	8TH ST ALLEY-STREET LIGHTS	199.52	110-230-6371	STREET LIGHTING
100114A	4	110	10/07/2014	1918 LINN-STREET LIGHTS	10.68	110-230-6371	STREET LIGHTING
100114A	5	110	10/07/2014	1410 8TH ST-STREET LIGHTS	38.69	110-230-6371	STREET LIGHTING
100114A	6	110	10/07/2014	4TH/STORY-STREET LIGHTS	174.47	110-230-6371	STREET LIGHTING
100114A	7	001	10/07/2014	19TH/CRAWFORD-SIRENS	19.21	001-620-6371	UTILITIES/SIRENS/CIVIL DF
100114A	8	352	10/07/2014	721 BENTON-NSP	34.62	352-750-6799	NEIGHBOR STABILIZATION (NSP)
100114A	9	610	10/07/2014	220TH ST LIFT STATION	197.24	610-816-6371	UTILITIES
** TOTAL **					856.39	.00	856.39
100114B	1	610	10/07/2014	1721 MCHOSE-CREDIT	913.97	610-816-6371	UTILITIES
100114B	2	110	10/07/2014	STORY/HAWKEYE TRAFFIC LIGHTS	118.10	110-240-6371	TRAFFIC UTILITIES
100114B	3	110	10/07/2014	1318 198TH-STREET LIGHTS	33.21	110-230-6371	STREET LIGHTING
100114B	4	001	10/07/2014	19TH/LINN-SIRENS	16.97	001-620-6371	UTILITIES/SIRENS/CIVIL DF
100114B	5	001	10/07/2014	DORAN DR-SIRENS	33.76	001-620-6371	UTILITIES/SIRENS/CIVIL DF
100114B	6	600	10/07/2014	CLINTON ST WATER TOWER	72.00	600-811-6371	UTILITIES
100114B	7	730	10/07/2014	FRC	1791.28	730-899-6371	UTILITIES/FAMILY RESOURCE
** TOTAL **					1151.35	.00	1151.35
** VENDOR TOTAL **					2972.10	.00	2972.10
90 IA ONE CALL							
164282	1	600	10/07/2014	LOCATES	90.15	600-810-6599	MISCELLANEOUS
164282	2	610	10/07/2014	LOCATES	90.15	610-815-6599	MISC REFUNDS/NSF FEE
** TOTAL **					180.30	.00	180.30
** VENDOR TOTAL **					180.30	.00	180.30
168 BOONE AREA HUMANE SOCIETY							
100114	1	001	10/07/2014	CONTRACT SERVICES-OCT 14	5854.33	001-190-6499	CONTRACT SERVICES
** VENDOR TOTAL **					5854.33	.00	5854.33
169 BOONE COUNTY LANDFILL							
100114	1	004	10/07/2014	FY15 ASSESSMENT	5275.41	004-290-6499	LANDFILL SERVICES
** VENDOR TOTAL **					5275.41	.00	5275.41
174 BOONE CONSTRUCTION COMPAN							
100114	1	001	10/07/2014	ROOF REPAIRS-PD	111.48	001-110-6399	BUILDING MAINT/REPAIR
** VENDOR TOTAL **					111.48	.00	111.48
181 BOONE COUNTY TREASURER							

Council Open Bills

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
181 BOONE COUNTY TREASURER							
100114	1	307	10/07/2014	524 MADISON ASSESSMENT	84.00	307-750-6750	DEMOLITION
** VENDOR TOTAL **					84.00	.00	84.00
312 CENTRAL IA DISTRIBUTING							
112959	1	610	10/07/2014	SUPPLIES-WWTP	122.60	610-816-6599	MISCELLANEOUS
113246	1	600	10/07/2014	SUPPLIES-WTP	369.90	600-811-6599	MISCELLANEOUS
** VENDOR TOTAL **					492.50	.00	492.50
364 COMBUSTION CONTROL COMPAN							
21911	1	121	10/07/2014	PUMP REBUILD	1200.00	121-899-6599	FRC BUILDING IMPROVEMENTS
** VENDOR TOTAL **					1200.00	.00	1200.00
479 CITY OF BOONE							
100114	1	730	10/07/2014	FRC UTILITIES	573.52	730-899-6371	UTILITIES/FAMILY RESOURCE
100114A	1	352	10/07/2014	721 BENTON-UTILITIES	22.15	352-750-6799	NEIGHBOR STABILIZATION (NSP)
** VENDOR TOTAL **					595.67	.00	595.67
487 DIAMOND VOGEL PAINTS							
203187973	1	110	10/07/2014	STREET MARKING PAINT	129.90	110-210-6599	SUPPLIES
** VENDOR TOTAL **					129.90	.00	129.90
530 DUTCH OVEN BAKERY							
100114	1	167	10/07/2014	MEETING-PD	4.59	167-110-6506	MISC POLICE TRUST
100114A	1	167	10/07/2014	MEETING-PD	16.68	167-110-6506	MISC POLICE TRUST
100114B	1	167	10/07/2014	MEETING-PD	4.59	167-110-6506	MISC POLICE TRUST
100114C	1	167	10/07/2014	MEETING-PD	10.99	167-110-6506	MISC POLICE TRUST
** VENDOR TOTAL **					36.85	.00	36.85
540 ECOLAB PEST ELIMINATION							
4660189	1	610	10/07/2014	PEST CONTROL-WWTP	88.49	610-816-6495	SERVICE/PEST CONTROL
** VENDOR TOTAL **					88.49	.00	88.49
595 HAWKINS WATER TREATMENT G							
3641745	1	600	10/07/2014	CHEMICALS	1918.60	600-811-6501	CHEMICALS
3645707	1	600	10/07/2014	OMNI VALVE	100.00	600-811-6501	CHEMICALS
3646350	1	600	10/07/2014	CHEMICALS	2658.20	600-811-6501	CHEMICALS
** VENDOR TOTAL **					4676.80	.00	4676.80

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
645 GALLS INC							
002417917	1	001	10/07/2014	VEST-PD	28.00	001-110-6599	POLICE EQUIP/SUPPLIES
** VENDOR TOTAL **					28.00	.00	28.00
695 RICHARD O GROVE							
100114	1	112	10/07/2014	9-23 HYVEE RX	34.59	112-930-6150	GROUP INSURANCE PAYMENTS
100114	2	112	10/07/2014	8/1-8/28 BO CO HOSP	49.14	112-930-6150	GROUP INSURANCE PAYMENTS
** TOTAL **					83.73	.00	83.73
** VENDOR TOTAL **					83.73	.00	83.73
702 HACH COMPANY							
9009330	1	610	10/07/2014	LAB TESTS	119.64	610-816-6490	LAB TESTS
9029338	1	600	10/07/2014	LAB TESTS	656.74	600-812-6490	LAB ANALYSIS/STATE
9031442	1	600	10/07/2014	LAB TESTS	63.90	600-812-6490	LAB ANALYSIS/STATE
9043039	1	600	10/07/2014	LAB TESTS	29.95	600-812-6490	LAB ANALYSIS/STATE
** VENDOR TOTAL **					870.23	.00	870.23
802 STATE HYGIENIC LABORATORY							
39939	1	600	10/07/2014	LAB TESTS	257.00	600-811-6490	LAB ANALYSIS - STATE
39941	1	610	10/07/2014	LAB TESTS	375.00	610-816-6490	LAB TESTS
39942	1	600	10/07/2014	LAB TESTS	181.50	600-811-6490	LAB ANALYSIS - STATE
** VENDOR TOTAL **					813.50	.00	813.50
827 IA ASSOC MUNICIPAL UTILIT							
100114	1	600	10/07/2014	CONF REG-MARTIN	175.00	600-811-6240	TRAVEL/CONFERENCE EXPENSE
** VENDOR TOTAL **					175.00	.00	175.00
833 IA PRISON INDUSTRIES							
933497	1	110	10/07/2014	STREET SIGNS	891.60	110-210-6509	SIGNS/POSTS/SIGNALS
** VENDOR TOTAL **					891.60	.00	891.60
837 IA ASSOC OF WATER AGENCIE							
100114	1	600	10/07/2014	MEMBERSHIP DUES-FY15	863.31	600-811-6210	MEMBERSHIP DUES
** VENDOR TOTAL **					863.31	.00	863.31
848 IA DEPT OF TRANSPORTATION							
20914	1	110	10/07/2014	ICE CONTROL SALT	12810.04	110-250-6599	SAND/SALT/ETC
21027	1	110	10/07/2014	SUPPLIES-C SHED	10.00	110-210-6599	SUPPLIES

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
848 IA DEPT OF TRANSPORTATION							
21028	1	110	10/07/2014	SUPPLIES-C SHED	134.30	110-210-6599	SUPPLIES
** VENDOR TOTAL **					12954.34	.00	12954.34
868 INLAND TRUCK PARTS COMPAN							
2-39712	1	110	10/07/2014	REPAIRS-02 INTL	223.24	110-210-6350	REPAIRS-EQUIP/MECHANIC
** VENDOR TOTAL **					223.24	.00	223.24
874 INSTITUTE OF PUBLIC AFFAI							
764	1	001	10/07/2014	MGMT TRAINING-PD	600.00	001-110-6240	TRAVEL/CONF/TRAINING EXP
764	2	600	10/07/2014	MGMT TRAINING-MARTIN	75.00	600-811-6240	TRAVEL/CONFERENCE EXPENSE
764	3	610	10/07/2014	MGMT TRAINING-MARTIN	75.00	610-816-6240	TRAVEL/CONFERENCE EXPENSE
764	4	001	10/07/2014	MGMT TRAINING-SCHWARTZ	37.50	001-620-6407	ENGINEERING FEES/CITY
764	5	110	10/07/2014	MGMT TRAINING-SCHWARTZ	37.50	110-211-6407	ENGINEERING
764	6	600	10/07/2014	MGMT TRAINING-SCHWARTZ	37.50	600-810-6407	WATER GENERAL ENGINEERING
764	7	610	10/07/2014	MGMT TRAINING-SCHWARTZ	37.50	610-815-6407	GENERAL ENGINEERING
764	8	001	10/07/2014	MGMT TRAINING-ADAMS	150.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
** TOTAL **					1050.00	.00	1050.00
** VENDOR TOTAL **					1050.00	.00	1050.00
1022 KEYSTONE LABORATORIES INC							
1X07781	1	610	10/07/2014	LAB TESTS	42.40	610-816-6490	LAB TESTS
1X07782	1	610	10/07/2014	LAB TESTS	196.80	610-816-6490	LAB TESTS
1X08077	1	610	10/07/2014	LAB TESTS	42.40	610-816-6490	LAB TESTS
1X08079	1	610	10/07/2014	LAB TESTS	222.00	610-816-6490	LAB TESTS
1X08262	1	610	10/07/2014	LAB TESTS	431.00	610-816-6490	LAB TESTS
** VENDOR TOTAL **					934.60	.00	934.60
1167 MARTIN MARIETTA AGGREGATE							
13789485	1	110	10/07/2014	GRAVEL-ROADS/ALLEYS	463.62	110-210-6507	GRAVEL
13817673	1	110	10/07/2014	GRAVEL-ROADS/ALLEYS	174.08	110-210-6507	GRAVEL
13858666	1	610	10/07/2014	BACKFILL-WA/SR REPAIRS	991.74	610-817-6599	SUPPLIES
13876208	1	110	10/07/2014	GRAVEL-ROADS/ALLEYS	695.43	110-210-6507	GRAVEL
** VENDOR TOTAL **					2324.87	.00	2324.87
1194 MCGILL COMPUTER SERVICES							
2014-57	1	001	10/07/2014	COMPUTER SVCS/PD-SEPT 14	350.00	001-110-6419	SERVICES & COMPUTER SUPPORT
2014-58	1	001	10/07/2014	COMPUTER SVCS-SEPT 14	250.00	001-620-6419	COMPUTER UPDATE/TRAINING
2014-58	2	600	10/07/2014	COMPUTER SVCS-SEPT 14	250.00	600-810-6419	COMPUTER UPDATE

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
1194 MCGILL COMPUTER SERVICES							
2014-58	3	610	10/07/2014	COMPUTER SVCS-SEPT 14	250.00	610-815-6419	COMPUTER UPDATE
2014-58	4	110	10/07/2014	COMPUTER SVCS-SEPT 14	250.00	110-211-6599	COMPUTER UPDATES
** TOTAL **					1000.00	.00	1000.00
** VENDOR TOTAL **					1350.00	.00	1350.00
1234 MIDLAND POWER COOPERATIVE							
24.97	1	610	10/07/2014	UTILITIES/SLUDGE	24.97	610-816-6379	LANDFILL/SLUDGE
** VENDOR TOTAL **					24.97	.00	24.97
1368 ORSCHELNS							
7574	1	610	10/07/2014	STAPLE GUN	39.44	610-816-6399	LIFT STATION REPAIR
8105	1	600	10/07/2014	METER PARTS	31.19	600-812-6599	SUPPLIES
** VENDOR TOTAL **					70.63	.00	70.63
1418 PITNEY BOWES							
SP-14	1	001	10/07/2014	QTRLY POSTAGE MACHINE	12.96	001-110-6508	POSTAGE
SP-14	2	001	10/07/2014	QTRLY POSTAGE MACHINE	3.24	001-240-6508	POSTAGE
SP-14	3	001	10/07/2014	QTRLY POSTAGE MACHINE	6.48	001-150-6508	POSTAGE
SP-14	4	001	10/07/2014	QTRLY POSTAGE MACHINE	4.86	001-170-6508	POSTAGE
SP-14	5	001	10/07/2014	QTRLY POSTAGE MACHINE	19.44	001-620-6508	POSTAGE
SP-14	6	110	10/07/2014	QTRLY POSTAGE MACHINE	24.30	110-211-6508	POSTAGE
SP-14	7	600	10/07/2014	QTRLY POSTAGE MACHINE	29.16	600-810-6508	POSTAGE
SP-14	8	610	10/07/2014	QTRLY POSTAGE MACHINE	29.16	610-815-6508	POSTAGE
SP-14	9	001	10/07/2014	QTRLY POSTAGE MACHINE	3.24	001-450-6508	POSTAGE
SP-14	10	001	10/07/2014	QTRLY POSTAGE MACHINE	3.24	001-280-6508	POSTAGE
SP-14	11	001	10/07/2014	QTRLY POSTAGE MACHINE	6.48	001-430-6508	POSTAGE
SP-14	12	001	10/07/2014	QTRLY POSTAGE MACHINE	3.24	001-435-6508	POSTAGE
SP-14	13	001	10/07/2014	QTRLY POSTAGE MACHINE	16.20	001-410-6508	POSTAGE
** TOTAL **					162.00	.00	162.00
** VENDOR TOTAL **					162.00	.00	162.00
1440 PRITCHARD BROS PLUMBING							
10567	1	001	10/07/2014	OFFICE A/C SERVICE	69.00	001-150-6310	BUILDING MAINTENANCE
** VENDOR TOTAL **					69.00	.00	69.00
1454 CENTURYLINK							
100114	1	001	10/07/2014	DSL PD	49.35	001-110-6373	TELEPHONE
100114A	1	001	10/07/2014	SIREN/ALARM LINE	74.00	001-110-6373	TELEPHONE
100114A	2	110	10/07/2014	PW DSL	44.35	110-211-6373	TELEPHONE
100114A	3	001	10/07/2014	SIREN/ALARM LINS	216.75	001-620-6373	TELEPHONE
100114A	4	600	10/07/2014	SIREN/ALARM LINS	241.50	600-812-6499	WATER TOWER MAINTENANCE
** TOTAL **					576.60	.00	576.60
** VENDOR TOTAL **					625.95	.00	625.95

1656 STAR EQUIPMENT LTD

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
1656 STAR EQUIPMENT LTD							
01495264	1	110	10/07/2014	REPAIRS-CONCRETE SAW	192.60	110-210-6350	REPAIRS-EQUIP/MECHANIC
** VENDOR TOTAL **					192.60	.00	192.60
1764 TRANS IA EQUIPMENT							
I7141667	1	110	10/07/2014	MIRROR-DUMP TRUCK	51.05	110-210-6350	REPAIRS-EQUIP/MECHANIC
I7141708	1	610	10/07/2014	REPAIRS-JET TRUCK	276.97	610-817-6504	METERS
ST14150	1	110	10/07/2014	REPAIRS-VAC TRUCK	1419.44	110-210-6350	REPAIRS-EQUIP/MECHANIC
I7141623	1	110	10/07/2014	REPAIRS-STREET SWEEPER	1031.41	110-210-6350	REPAIRS-EQUIP/MECHANIC
** VENDOR TOTAL **					2778.87	.00	2778.87
1817 VAN WALL EQUIPMENT INC							
109275	1	600	10/07/2014	MOWER DECK	1700.00	600-811-6350	REPAIRS
276749	1	600	10/07/2014	MOWER REPAIRS	70.55	600-811-6350	REPAIRS
276768	1	600	10/07/2014	MOWER REPAIRS	3.80	600-811-6350	REPAIRS
547804	1	110	10/07/2014	MOWER DECK WHEELS	130.38	110-210-6350	REPAIRS-EQUIP/MECHANIC
79584	1	600	10/07/2014	MOWER REPAIRS	235.67	600-811-6350	REPAIRS
** VENDOR TOTAL **					2140.40	.00	2140.40
1822 VERIZON WIRELESS							
9731109727	1	600	10/07/2014	WIRELESS INTERNET-WTP	40.01	600-811-6506	SUPPLIES/OFFICE
9731779451	1	001	10/07/2014	CELL PHONE SVCS	105.13	001-170-6373	TELEPHONE
9731779451	2	600	10/07/2014	CELL PHONE SVCS	54.01	600-811-6373	TELEPHONE
9731779451	3	610	10/07/2014	CELL PHONE SVCS	54.02	610-816-6373	TELEPHONE
9731779451	4	001	10/07/2014	CELL PHONE SVCS	380.08	001-110-6373	TELEPHONE
9731779451	5	001	10/07/2014	CELL PHONE SVCS	184.26	001-620-6373	TELEPHONE
9731779451	6	001	10/07/2014	CELL PHONE SVCS	145.10	001-150-6373	TELEPHONE,RADIO REPAIR
9731779451	7	600	10/07/2014	CELL PHONE SVCS	31.98	600-811-6373	TELEPHONE
9731779451	8	001	10/07/2014	CELL PHONE SVCS	212.55	001-430-6373	TELEPHONE
9731779451	9	610	10/07/2014	CELL PHONE SVCS	71.99	610-816-6373	TELEPHONE
9731779451	10	110	10/07/2014	CELL PHONE SVCS	329.82	110-211-6373	TELEPHONE
9731779451	11	001	10/07/2014	CELL PHONE SVCS	73.11	001-410-6373	TELEPHONE
** TOTAL **					1642.05	.00	1642.05
** VENDOR TOTAL **					1682.06	.00	1682.06
1847 TOM WALTERS COMPANY							
357749	1	110	10/07/2014	WASTE REMOVAL/C SHED-AUG 14	60.00	110-210-6371	UTILITIES
357947	1	001	10/07/2014	WASTE REMOVAL CART/PD-AUG 14	16.00	001-110-6399	BUILDING MAINT/REPAIR
** VENDOR TOTAL **					76.00	.00	76.00

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
1890 ARLEN WILDEMAN							
100114	1	600	10/07/2014	REIMB-CEO TRAINING	212.98	600-811-6240	TRAVEL/CONFERENCE EXPENSE
** VENDOR TOTAL **					212.98	.00	212.98
1898 DONALD WILSON							
100114	1	112	10/07/2014	8-26 SWANSON RX	116.62	112-930-6150	GROUP INSURANCE PAYMENTS
100114	2	112	10/07/2014	8-19 SWANSON RX	6.72	112-930-6150	GROUP INSURANCE PAYMENTS
100114	3	112	10/07/2014	8-19 SWANSON RX	13.08	112-930-6150	GROUP INSURANCE PAYMENTS
100114	4	112	10/07/2014	9-9 SWANSON RX	58.11	112-930-6150	GROUP INSURANCE PAYMENTS
100114	5	112	10/07/2014	9-9 SWANSON RX	14.70	112-930-6150	GROUP INSURANCE PAYMENTS
100114	6	112	10/07/2014	8-19 SWANSON RX	22.46	112-930-6150	GROUP INSURANCE PAYMENTS
** TOTAL **					231.69	.00	231.69
** VENDOR TOTAL **					231.69	.00	231.69
2085 BIOSOLIDS MANAGEMENT GROU							
4665	1	370	10/07/2014	LIME REMOVAL-S POND	22259.21	370-750-6780	LIME RESIDUAL DISPOSAL
** VENDOR TOTAL **					22259.21	.00	22259.21
2090 SPRING GREEN							
254186	1	367	10/07/2014	S MARSHALL RECONST	210.00	367-750-6762	S MARSHALL CONSTRUCTION
254434	1	600	10/07/2014	SERVICES-WTP	309.00	600-811-6310	BUILDING & GROUNDS
255459	1	600	10/07/2014	SERVICES-GREENE ST WA TOWER	74.95	600-812-6499	WATER TOWER MAINTENANCE
255461	1	600	10/07/2014	SERVICES-CLINTON ST WA TOWER	165.32	600-812-6499	WATER TOWER MAINTENANCE
255466	1	610	10/07/2014	SERVICES-WWTP	293.55	610-816-6310	BUILDING & GROUNDS
** VENDOR TOTAL **					1052.82	.00	1052.82
2160 ISUNET							
221420-23	1	001	10/07/2014	INTERNET SERVICE	22.49	001-170-6373	TELEPHONE
221420-23	2	001	10/07/2014	INTERNET SERVICE	22.49	001-150-6373	TELEPHONE, RADIO REPAIR
221420-23	3	001	10/07/2014	INTERNET SERVICE	22.49	001-620-6373	TELEPHONE
221420-23	4	110	10/07/2014	INTERNET SERVICE	22.49	110-211-6373	TELEPHONE
221420-23	5	610	10/07/2014	INTERNET SERVICE	18.95	610-816-6373	TELEPHONE
221420-23	6	600	10/07/2014	INTERNET SERVICE	18.95	600-811-6373	TELEPHONE
221420-23	7	110	10/07/2014	INTERNET SERVICE	36.94	110-211-6373	TELEPHONE
** TOTAL **					164.80	.00	164.80
221487	1	001	10/07/2014	INTERNET SERVICE	40.95	001-110-6373	TELEPHONE
** VENDOR TOTAL **					205.75	.00	205.75
2217 ALCOHOLIC BEVERAGES DIVIS							
100114	1	001	10/07/2014	LICENSE REFUND-YOKES	845.00	001-620-6498	REFUNDS
** VENDOR TOTAL **					845.00	.00	845.00
2283 IA DNR WATER							

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
				2283 IA DNR WATER			
100114	1	600	10/07/2014	ANNUAL WATER USE FEE	99.00	600-811-6470	PERMITS/STATE
				** VENDOR TOTAL **	99.00	.00	99.00
				2491 MARK ELLSBURY			
100114	1	610	10/07/2014	CONF REIMB-CEU CLASSES	202.90	610-816-6240	TRAVEL/CONFERENCE EXPENSE
				** VENDOR TOTAL **	202.90	.00	202.90
				2513 GRIMES ASPHALT & PAVING C			
10465	1	110	10/07/2014	COLD PATCH	626.34	110-210-6399	REPAIRS-STREET
				** VENDOR TOTAL **	626.34	.00	626.34
				2631 NORTHERN SAFETY COMPANY			
901069244	1	610	10/07/2014	SAFETY EQUIPMENT	264.22	610-816-6350	REPAIRS
				** VENDOR TOTAL **	264.22	.00	264.22
				2706 BOONE ACE HARDWARE			
32733/2	1	110	10/07/2014	SUPPLIES-ELECTRONIC SIGNS	15.99	110-230-6499	BEAUTIFICATION/DOWNTOWN
32847/2	1	110	10/07/2014	SUPPLIES-TOOLS	15.98	110-210-6599	SUPPLIES
				** VENDOR TOTAL **	31.97	.00	31.97
				2810 WELLMARK BLUE CROSS/SHIEL			
100114	1	112	10/07/2014	MEDICARE-AHRENS	429.00	112-930-6150	GROUP INSURANCE PAYMENTS
100114A	1	112	10/07/2014	MEDICARE-GROVE	528.60	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	957.60	.00	957.60
				2836 MEDICARE BLUE RX			
33165266	1	112	10/07/2014	MEDICARE RX-GROVE	41.90	112-930-6150	GROUP INSURANCE PAYMENTS
33273998	1	112	10/07/2014	MEDICARE RX-WILSON	41.90	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	83.80	.00	83.80
				2867 FOTH ENGINEERING ALLIANCE			
40743	1	364	10/07/2014	GRIT IMPRVMT ENGINEERING	1964.08	364-750-6767	GRIT REMOVAL SYSTEM IMPROV
				** VENDOR TOTAL **	1964.08	.00	1964.08
				2887 BOONE DAY BREAKERS KIWANI			
100114	1	001	10/07/2014	ADAMS-3RD QTR DUES/MEALS	85.00	001-150-6240	TRAVEL/CONF/TRAINING EXP
100114A	1	001	10/07/2014	NELSON-3RD QTR DUES/MEALS	85.00	001-620-6210	MEMBERSHIP DUES
				** VENDOR TOTAL **	170.00	.00	170.00
				2948 MEDIACOM			

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

				2948 MEDIACOM			
100114	1	730	10/07/2014	FRC INTERNET	89.95	730-899-6371	UTILITIES/FAMILY RESOURCE
				** VENDOR TOTAL **	89.95	.00	89.95
				2961 KENWORTH MID IA			
797686DM	1	001	10/07/2014	PARTS-06 KENWORTH	7.54	001-150-6332	REPAIRS
				** VENDOR TOTAL **	7.54	.00	7.54
				3063 GOVCONNECTION INC			
51789202	1	610	10/07/2014	COMPUTER EQUIP-WWTP	1068.69	610-816-6350	REPAIRS
51789347	1	610	10/07/2014	PRINTER/SCANNER-WWTP	109.99	610-816-6350	REPAIRS
51794264	1	610	10/07/2014	COMP EQUIP-WWTP	1521.96	610-816-6350	REPAIRS
51794616	1	121	10/07/2014	COMPUTER/SWITCH-FD	1454.63	121-150-6504	FIRE/MISC
				** VENDOR TOTAL **	4155.27	.00	4155.27
				3159 OLDCASTLE ARCHITECTURAL			
240156132	1	740	10/07/2014	BLOCK-SR/INTAKE REPAIRS	259.20	740-865-6324	DRAINAGE IMPROVEMENTS
				** VENDOR TOTAL **	259.20	.00	259.20
				3167 BEN CONRAD			
100114	1	001	10/07/2014	PROP CLEANUP-QTY 2	500.00	001-198-6497	NUISANCE ABATEMENT
100114A	1	352	10/07/2014	721 BENTON-MOWING	25.00	352-750-6799	NEIGHBOR STABILIZATION (NSP)
100114B	1	730	10/07/2014	FRC MOWING	450.00	730-899-6499	SERVICES
				** VENDOR TOTAL **	975.00	.00	975.00
				3168 COMPUTER PROJECTS OF IL			
14-09-07ME	1	001	10/07/2014	MESSENGER LICENSE MAINT-PD	343.20	001-110-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	343.20	.00	343.20
				3171 KORIE BARBER			
100114	1	001	10/07/2014	REIMB-CAR REPAIRS	19.20	001-110-6332	REPAIRS/CARS
				** VENDOR TOTAL **	19.20	.00	19.20
				3214 ACCESS SYSTEMS LEASING			
15876440	1	001	10/07/2014	RICOH COPIER SYSTEM	88.00	001-170-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	88.00	.00	88.00
				3221 GREG ECKSTROM			
100114	1	001	10/07/2014	REIMB-TRAINING	106.39	001-150-6240	TRAVEL/CONF/TRAINING EXP

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
3221 GREG ECKSTROM							
** VENDOR TOTAL **					106.39	.00	106.39
3242 IOWACE							
100114	1	001	10/07/2014	CONF REG-HULL	70.00	001-170-6240	TRAVEL/CONFERENCE EXPENSE
** VENDOR TOTAL **					70.00	.00	70.00
3244 RIVER CITY SUPPLY LLC							
#091214-A	1	168	10/07/2014	FIRE PREVENTION BOOKS	667.50	168-150-6499	FIRE TRUST ACCOUNT
** VENDOR TOTAL **					667.50	.00	667.50
3283 WINDSTREAM							
100114	1	001	10/07/2014	PHONE SERVICE	133.91	001-620-6373	TELEPHONE
100114	2	600	10/07/2014	PHONE SERVICE	133.91	600-811-6373	TELEPHONE
100114	3	610	10/07/2014	PHONE SERVICE	133.91	610-816-6373	TELEPHONE
100114	4	110	10/07/2014	PHONE SERVICE	133.91	110-211-6373	TELEPHONE
100114	5	001	10/07/2014	PHONE SERVICE	35.77	001-170-6373	TELEPHONE
100114	6	001	10/07/2014	PHONE SERVICE	37.41	001-450-6373	TELEPHONE
100114	7	001	10/07/2014	PHONE SERVICE	112.12	001-150-6373	TELEPHONE, RADIO REPAIR
100114	8	001	10/07/2014	PHONE SERVICE	194.38	001-410-6373	TELEPHONE
100114	9	001	10/07/2014	PHONE SERVICE	74.17	001-430-6373	TELEPHONE
100114	10	001	10/07/2014	PHONE SERVICE	314.03	001-110-6373	TELEPHONE
100114	11	001	10/07/2014	PHONE SERVICE	33.76	001-435-6373	TELEPHONE
100114	12	110	10/07/2014	PHONE SERVICE	160.96	110-211-6373	TELEPHONE
100114	13	610	10/07/2014	PHONE SERVICE	216.29	610-816-6373	TELEPHONE
100114	14	600	10/07/2014	PHONE SERVICE	139.96	600-811-6373	TELEPHONE
100114	15	001	10/07/2014	PHONE SERVICE	8.78	001-620-6373	TELEPHONE
100114	16	600	10/07/2014	PHONE SERVICE	8.78	600-811-6373	TELEPHONE
100114	17	610	10/07/2014	PHONE SERVICE	8.78	610-816-6373	TELEPHONE
100114	18	110	10/07/2014	PHONE SERVICE	8.77	110-211-6373	TELEPHONE
** TOTAL **					1889.60	.00	1889.60
** VENDOR TOTAL **					1889.60	.00	1889.60
3312 AUGUST ENTERPRISES LLC							
2014-106	1	121	10/07/2014	ASBESTOS REMOVAL-FD KITCHEN	1000.00	121-150-6504	FIRE/MISC
** VENDOR TOTAL **					1000.00	.00	1000.00
3345 EMPLOYEE BENEFITS SYSTEMS							
100114	1	112	10/07/2014	HEALTH INS PREMIUM-OCT 14	6044.36	112-620-6150	INSURANCE/ADMINISTRATION
100114	2	112	10/07/2014	HEALTH INS PREMIUM-OCT 14	2137.11	112-170-6150	GROUP INSURANCE/BLDG OFF
100114	3	112	10/07/2014	HEALTH INS PREMIUM-OCT 14	15222.54	112-210-6150	GROUP INSURANCE/RUT
100114	4	112	10/07/2014	HEALTH INS PREMIUM-OCT 14	9698.84	112-150-6150	GROUP INSURANCE/FIRE
100114	5	112	10/07/2014	HEALTH INS PREMIUM-OCT 14	4533.27	112-430-6150	GROUP INSURANCE/PARK
100114	6	112	10/07/2014	HEALTH INS PREMIUM-OCT 14	25542.98	112-110-6150	GROUP INSURANCE/POLICE
100114	7	600	10/07/2014	HEALTH INS PREMIUM-OCT 14	5657.64	600-810-6150	GROUP INSURANCE/WATER
100114	8	610	10/07/2014	HEALTH INS PREMIUM-OCT 14	5914.84	610-815-6150	GROUP INSURANCE/SEWER
100114	9	112	10/07/2014	HEALTH INS PREMIUM-OCT 14	1252.04	112-930-6150	GROUP INSURANCE PAYMENTS

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
3345 EMPLOYEE BENEFITS SYSTEMS							
100114	10	112	10/07/2014	HEALTH INS PREMIUM-OCT 14	2505.94	112-410-6150	GROUP INSURANCE/LIBRARY
100114	11	112	10/07/2014	HEALTH INS PREMIUM-OCT 14	2764.99	112-450-6150	GROUP INSURANCE/CEMETERY
100114	12	113	10/07/2014	DENTAL INS PREMIUM-OCT 14	329.40	113-620-6151	DENTAL PAYMENTS
100114	13	113	10/07/2014	DENTAL INS PREMIUM-OCT 14	164.70	113-170-6151	DENTAL INSURANCE/BLDG OFFL
100114	14	113	10/07/2014	DENTAL INS PREMIUM-OCT 14	858.56	113-210-6151	DENTAL INSURANCE/RUT
100114	15	113	10/07/2014	DENTAL INS PREMIUM-OCT 14	1673.66	113-110-6151	DENTAL INSURANCE/POLICE
100114	16	113	10/07/2014	DENTAL INS PREMIUM-OCT 14	630.12	113-150-6151	DENTAL INSURANCE/FIRE
100114	17	113	10/07/2014	DENTAL INS PREMIUM-OCT 14	232.71	113-430-6151	DENTAL INSURANCE/PARKS
100114	18	113	10/07/2014	DENTAL INS PREMIUM-OCT 14	164.70	113-450-6151	DENTAL INSURANCE/CEMETERY
100114	19	600	10/07/2014	DENTAL INS PREMIUM-OCT 14	328.30	600-810-6151	DENTAL INSURANCE/WATER
100114	20	610	10/07/2014	DENTAL INS PREMIUM-OCT 14	255.58	610-815-6151	DENTAL INSURANCE/SEWER
100114	21	113	10/07/2014	DENTAL INS PREMIUM-OCT 14	162.51	113-410-6151	DENTAL INSURANCE/LIBRARY
				** TOTAL **	86074.79	.00	86074.79
				** VENDOR TOTAL **	86074.79	.00	86074.79
3376 POSITIVE PROMOTIONS							
05076253	1	001	10/07/2014	FIRE SAFETY BAGS	89.87	001-150-6599	MISC/SUPPLIES
				** VENDOR TOTAL **	89.87	.00	89.87
3406 EMERGENCY SERVICES MKTG							
1113	1	001	10/07/2014	IAR SYSTEM	9.60	001-150-6373	TELEPHONE,RADIO REPAIR
				** VENDOR TOTAL **	9.60	.00	9.60
3415 MIDWEST WHEEL COMPANIES							
1242720390	1	001	10/07/2014	REPAIRS-95 PIERCE	25.04	001-150-6332	REPAIRS
				** VENDOR TOTAL **	25.04	.00	25.04
3423 GRAYMONT CAPITAL INC							
41904	1	600	10/07/2014	LIME	3996.53	600-811-6501	CHEMICALS
43098	1	600	10/07/2014	LIME	3995.00	600-811-6501	CHEMICALS
				** VENDOR TOTAL **	7991.53	.00	7991.53
3472 RESERVE ACCOUNT							
100114	1	001	10/07/2014	POSTAGE REFILL	68.24	001-620-6508	POSTAGE
100114	2	001	10/07/2014	POSTAGE REFILL	91.00	001-110-6508	POSTAGE
100114	3	001	10/07/2014	POSTAGE REFILL	13.00	001-430-6508	POSTAGE
100114	4	001	10/07/2014	POSTAGE REFILL	21.32	001-150-6508	POSTAGE
100114	5	001	10/07/2014	POSTAGE REFILL	164.98	001-410-6508	POSTAGE
100114	6	001	10/07/2014	POSTAGE REFILL	40.61	001-170-6508	POSTAGE
100114	7	001	10/07/2014	POSTAGE REFILL	13.27	001-280-6508	POSTAGE
100114	8	600	10/07/2014	POSTAGE REFILL	378.30	600-810-6508	POSTAGE
100114	9	001	10/07/2014	POSTAGE REFILL	13.00	001-450-6508	POSTAGE
100114	10	610	10/07/2014	POSTAGE REFILL	379.28	610-815-6508	POSTAGE
100114	11	001	10/07/2014	POSTAGE REFILL	13.00	001-240-6508	POSTAGE
100114	12	110	10/07/2014	POSTAGE REFILL	104.00	110-211-6508	POSTAGE

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
3472 RESERVE ACCOUNT							
** TOTAL **					1300.00	.00	1300.00
** VENDOR TOTAL **					1300.00	.00	1300.00
3476 MUTUAL OF OMAHA							
345920868	1	113	10/07/2014	LIFE/AD&D PREMIUM	20.65	113-620-6151	DENTAL PAYMENTS
345920868	2	113	10/07/2014	LIFE/AD&D PREMIUM	8.26	113-170-6151	DENTAL INSURANCE/BLDG OFFL
345920868	3	113	10/07/2014	LIFE/AD&D PREMIUM	45.43	113-210-6151	DENTAL INSURANCE/RUT
345920868	4	113	10/07/2014	LIFE/AD&D PREMIUM	74.34	113-110-6151	DENTAL INSURANCE/POLICE
345920868	5	113	10/07/2014	LIFE/AD&D PREMIUM	33.04	113-150-6151	DENTAL INSURANCE/FIRE
345920868	6	113	10/07/2014	LIFE/AD&D PREMIUM	16.52	113-430-6151	DENTAL INSURANCE/PARKS
345920868	7	113	10/07/2014	LIFE/AD&D PREMIUM	4.13	113-450-6151	DENTAL INSURANCE/CEMETERY
345920868	8	600	10/07/2014	LIFE/AD&D PREMIUM	18.58	600-810-6151	DENTAL INSURANCE/WATER
345920868	9	610	10/07/2014	LIFE/AD&D PREMIUM	18.59	610-815-6151	DENTAL INSURANCE/SEWER
345920868	10	113	10/07/2014	LIFE/AD&D PREMIUM	12.39	113-410-6151	DENTAL INSURANCE/LIBRARY
** TOTAL **					251.93	.00	251.93
** VENDOR TOTAL **					251.93	.00	251.93
3506 CDS GLOBAL							
100114	1	600	10/07/2014	POSTAGE	1021.80	600-810-6499	UB OUTSOURCING
100114	2	610	10/07/2014	POSTAGE	1021.80	610-815-6499	UB OUTSOURCING
** TOTAL **					2043.60	.00	2043.60
1408D0094	1	600	10/07/2014	MTHLY PROCESSING	847.25	600-810-6499	UB OUTSOURCING
1408D0094	2	610	10/07/2014	MTHLY PROCESSING	847.26	610-815-6499	UB OUTSOURCING
1408D0094	3	001	10/07/2014	MTHLY PROCESSING	120.00	001-620-6414	PUBLICATIONS
1408D0094	4	110	10/07/2014	MTHLY PROCESSING	120.00	110-211-6414	PUBLICATIONS (RADIO/PAPER)
** TOTAL **					1934.51	.00	1934.51
** VENDOR TOTAL **					3978.11	.00	3978.11
3511 L-TRON CORPORATION							
643151	1	001	10/07/2014	OFFICE SUPPLIES-PD	162.00	001-110-6599	POLICE EQUIP/SUPPLIES
** VENDOR TOTAL **					162.00	.00	162.00
3523 WISECUP TRUCKING							
100114	1	307	10/07/2014	DEMO-2119 CARROLL	1100.00	307-750-6750	DEMOLITION
100114A	1	307	10/07/2014	DEMO-621 10TH	5750.00	307-750-6750	DEMOLITION
** VENDOR TOTAL **					6850.00	.00	6850.00
3580 C L CARROLL							
100114-4	1	364	10/07/2014	GRIT PUMP-PYMT 4	1561.00	364-750-6767	GRIT REMOVAL SYSTEM IMPROV
** VENDOR TOTAL **					1561.00	.00	1561.00
3593 APPARATUS TESTING SVCS							
352	1	001	10/07/2014	REPAIRS-99 INTL	135.89	001-150-6332	REPAIRS

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
3593 APPARATUS TESTING SVCS							
				** VENDOR TOTAL **	135.89	.00	135.89
3616 NOTARY ROTARY							
255895	1	001	10/07/2014	NOTARY STAMP-CROOKS	6.60	001-620-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	6.60	.00	6.60
3618 BOONE COUNTY RESERVE UNIT							
100114	1	001	10/07/2014	SVCS-PUFFERBILLY/NATIONALS	480.00	001-110-6020	SALARIES/OTHER/POLICE
				** VENDOR TOTAL **	480.00	.00	480.00
3619 TROY NORDHOLM							
1567	1	121	10/07/2014	KITCHEN REMODEL-FIRE DEPT	10362.50	121-150-6504	FIRE/MISC
1570	1	600	10/07/2014	WINDOW RPLCMNT-WTP	983.00	600-811-6310	BUILDING & GROUNDS
				** VENDOR TOTAL **	11345.50	.00	11345.50
2031 DAVID PETERSON							
100114	1	121	10/07/2014	SIDEWALK REIMB-313 W 2ND	424.32	121-210-6499	SIDEWALK REIMBURSEMENT
				** VENDOR TOTAL **	424.32	.00	424.32
2032 DANIELLE WOLFINGER							
100114	1	600	10/07/2014	REFUND-OVERPAYMENT	31.69	600-810-6599	MISCELLANEOUS
100114	2	610	10/07/2014	REFUND-OVERPAYMENT	31.69	610-815-6599	MISC REFUNDS/NSF FEE
				** TOTAL **	63.38	.00	63.38
				** VENDOR TOTAL **	63.38	.00	63.38
				** GRAND TOTAL **	211808.50	.00	211808.50



Alcohol Inspection Form

City of Boone
923 8th Street
Boone, IA 50036

Type of Request: [X] RENEWAL [] NEW LICENSE [] TRANSFER (date)
Midwest Creations 702 State St Boone IA 50036
Hidi White 515-298-7167 MidwestCreationsIA@gmail.com
WBNO0917 Sept 30 '14

The applicant is responsible for contacting and obtaining signatures of approval.

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

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

Applicant Signature: [Signature] Co-Applicant: [Signature] Date: 8/22/14

OFFICE USE ONLY:
Boone Police Department (515) 432-3456 [X] no objection [] object Initials: [Signature] Date: 10/1/14
Boone Fire Department (515) 432-3446 [X] no objection [] object Initials: [Signature] Date: 10/1/14
Boone Building Official (515) 433-0633 [X] no objection [] object Initials: [Signature] Date: 10/1/14

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

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2279
RESOLUTION AUTHORIZING SIGNATURE OF AGREEMENT AND
AUTHORIZING THE TRANSFER OF TITLE OF REAL PROPERTY.

WHEREAS, the City of Boone, Iowa is the owner of certain real estate described as follows:

General Description: Northern portion (approximately north half) of Parcel ID # 088426214382068.

WHEREAS, the City has published notice pursuant to §364.7, Code of Iowa and conducted a hearing as required by §364.7, Code of Iowa, notifying the public that it intends to exchange said real estate and received no objections; and

WHEREAS, the city council received an offer to exchange property with the Union Pacific Railroad; and

WHEREAS, the Union Pacific Railroad is the owner of certain real estate described as follows:

General Description: 903 Story Street, Boone Iowa 50036.

WHEREAS, the city council is required to pass a resolution authorizing the City to accept said offer and to convey said property.

THEREFORE BE IT HEREBY RESOLVED that the city council hereby accepts the offer to exchange property of equal value with the Union Pacific Railroad and the City Attorney is hereby authorized to prepare appropriate documentation for signature exchanging said property.

PASSED THIS 6th day of October, 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

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2280

RESOLUTION AUTHORIZING THE AMENDMENT OF THE SERVICE AGREEMENT WITH REGION XII COG, INC. FOR ADMINISTRATION OF THE NEIGHBORHOOD STABILIZATION GRANT.

WHEREAS, the City of Boone (City) desires to continue to retain the services of the Region XII COG, Inc. to administer the Neighbor Stabilization Grant; and

WHEREAS, Article 5.0 of Iowa Department of Economic Development Contract #08-NSP-002, refers to TIME PERFORMANCE and will be amended to reflect a new expiration date of March 31, 2015.

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

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

PASSED THIS 6th day of October, 2014.

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

Shari Gillespie

Fenner Stevenson

Nick Mallas

Steven Ray

Gary Nystrom

Greg Piklapp

Kevin Hicks

Mayor
City of Boone

Clerk
City of Boone

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2281
AUTHORIZATING THE EXECUTION OF A CONTRACT WITH WISECUP
TRUCKING AND DEMOLITIONS

WHEREAS, the City desires to establish a contract with Wisecup Trucking and Demolitions for the demolition of 1004 Story Street, Boone, Iowa; and

WHEREAS, the City will use federal funding thru the Neighborhood Stabilization Program to cover the cost of demolition; and

WHEREAS, the Contractor will follow the general conditions and requirements per contract and federal regulations stated as part of the Neighborhood Stabilization Program; and

WHEREAS, the City of Boone and Wisecup Trucking and Demolitions agree to the Anti-Kickback Statement.

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. The executed agreement will be placed on file in the City Clerk's Office.

PASSED THIS _____ day of _____ 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

Jim P. Robbins AT0006583

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

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

ORDINANCE NO. 2207

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 Noxious Weeds and Growths Ordinance.

Section 2. Chapter 151, Section 151.04 NOTICE OF ERADICATION REQUIREMENTS is hereby amended by deleting the current section and replacing it as follows:

151.04 NOTICE OF ERADICATION REQUIREMENTS. No earlier than April 1 and not later than April 30 of each year, the Director of public Safety or his designee shall publish, once each week for three consecutive weeks in the official newspaper of the City, a notice of the requirements of this chapter and the penalties for failure to comply with this chapter. The notice shall also state that unless complied with, the Director of Public Safety of his designee shall cause said weeds or growths be destroyed or cut and the cost thereof will be taxed against the real estate on which the noxious weeds or growths are destroyed. Said notice shall specifically state that as to grasses growing over twelve (12) inches tall no further notice will be given to the property owner or person in possession of the property and that failure to comply will result in the work being done immediately by the city.

Section 3. Chapter 151, Section 151.05 ENTERING LAND TO DESTROY WEEDS OR GROWTHS is hereby amended by deleting the current section and replacing it as follows:

151.05 ENTERING LAND TO DESTROY WEEDS OR GROWTHS. In case of a substantial failure, except in cases of grasses growing over twelve (12) inches tall which will be cut immediately, by the owner or person in possession or control of any land to comply with any order of destruction pursuant to the provisions of this chapter, the Director of Public Safety or his designee shall have full power and authority to enter upon any land within the City for the purpose of destroying noxious weeds or growths. Such entry may be made without the consent of the landowner or person in possession or control of the land but actual work of destruction shall not be commenced until five (5) days after the service of notice in writing on the landowner and on the person in possession or in control of the land. The notice

shall state the facts as to failure of compliance with the City program of weed or growth destruction order made by the Council and shall be served in the same manner as an original notice except as hereinafter provided. The notice may be served by the Director of Public Safety or his designee provided, however, that service on persons living temporarily or permanently outside the City may be made by sending the written notice of noncompliance by certified mail to said person at the last known address to be ascertained, if necessary, from the last tax list in the County Treasurer's office. Where any person owning land within the City has filed a written instrument in the office of the County Auditor designating the name and address of such person's agent, the notice herein provided may be served on that agent. In computing time hereunder it shall be from the date of service as evidenced on the return or if made by certified mail, from the date of mailing as evidenced by the certified mail book at the post office where mailed. In case of a substantial failure to comply by the date prescribed in any order of destruction of weeds or growths made pursuant to this chapter. The Director of Public Safety or his designee may enter upon the land and cause the weeds or growths be destroyed. In addition to all costs of destruction, a civil penalty, as set by resolution of the City Council as a deterrent against subsequent future violations by the property owner or occupant, will be charged and collected. In the event these costs and penalties are not paid upon billing, they shall be assessed against the property.

(Sections 151.02-151.05-Ord. 2181-Apr. 13 Supp.)

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 _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

Jim P. Robbins AT0006583

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

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

ORDINANCE NO. 2208

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 Sidewalk Regulations Ordinance.

Section 2. Chapter 136, Section 136.03 is hereby amended by deleting the current section and replacing it as follows:

136.03 REMOVAL OF SNOW, ICE AND ACCUMULATIONS. It is the responsibility of the abutting property owner(s) to remove snow, ice and accumulation thereof promptly from sidewalks. If a property owner does not remove snow, ice or accumulations thereof within twenty-four (24) hours for commercial property owners and forty-eight (48) hours for residential owners of the cessation of the storm, the City may do so and assess the costs against the property owner for collection in the same manner as a property tax. No specific notice will be given to the property owner other than by the general notice to be published no earlier than November 1 and not later than November 30 of each year, the Director of Public Safety shall publish, once each week for three consecutive weeks in the official newspaper of the City, a notice of the requirements of this chapter and the penalties for failure to comply with this chapter. The notice shall also state that unless complied with, the Director of Public Safety shall cause said snow, ice and accumulations to be removed and the cost thereof will be taxed against the real estate. The time limitations shall commence at 8:00 a.m. following cessation of the storm in the event the storm ends during the hours of 6:00 p.m. to 7:59 a.m. for purposes of calculating when said requirement must be completed. The cost of removal of snow, ice and accumulations thereof will be set by resolution of the Council.

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

They are: None

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

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

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

Jim P. Robbins AT0006583

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

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

ORDINANCE NO. 2209

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 Penalties as it pertains to the curfew concerning minors.

Section 2. Chapter 46, Section 46.01 is hereby amended by deleting the current Paragraph 6 and replacing it as follows:

46.01 CURFEW

6. Penalties.

- A. First offense - \$75.00 fine**
- B. Second offense - \$300.00 fine**
- C. Third and subsequent offenses – \$750.00 fine**

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

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

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

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

Jim P. Robbins AT0006583

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

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

ORDINANCE NO. 2210

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 Chapter 45 Alcohol Consumption and Intoxication as it pertains to persons under legal age.

Section 2. Chapter 45, Section 45.01 is hereby amended by deleting the current Paragraph 1 and replacing it as follows:

45.01 PERSONS UNDER LEGAL AGE. As used in this section, “legal age” means twenty-one (21) years of age or more.

1. A person or persons under legal age shall not purchase or attempt to, consume, or individually or jointly have alcoholic liquor, wine or beer in their possession or control; except in the case of liquor, wine or beer given or dispensed to a person under legal age within a private home and with the knowledge, presence and consent of the parent or guardian, for beverage or medicinal purposes or as administered to the person by either a physician or dentist for medicinal purposes and except to the extent that a person under legal age may handle alcoholic beverages, wine, and beer during the regular course of the person’s employment by a liquor control licensee, or wine or beer permittee under State laws.

(Code of Iowa, Sec 123.47[2])

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

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

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

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

Jim P. Robbins AT0006583

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

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

ORDINANCE NO. 2211

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 Penalties as it pertains to Municipal Infractions.

Section 2. Chapter 4, Section 4.03(2)(c) is hereby amended by deleting the current Paragraph C and replacing it as follows:

4.03(2)(C) Municipal Infractions

C. Any violation of the restrictions prohibiting blowing grass, leaves or snow into the street “open burning”, curfew as defined in Chapter 46, or placing signs in the public right-of-way shall carry the following penalties.

(1) Second Offense - \$75.00 fine

(2) Third Offense - \$300.00 fine

(3) Fourth Offense and subsequent offenses - \$750.00 fine

Each day that a violation occurs or is permitted to exist constitutes a repeat offence.

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

They are: None

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

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

Passed and adopted by the City Council of the City of Boone, Iowa, this _____ day of _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

Jim P. Robbins AT0006583

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

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

ORDINANCE NO. 2205

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

Section 1. Purpose: To clarify that Chapter 150 pertains to streets in the public area and not private property.

Section 2. Chapter 150, Section 150.09 is hereby amended by deleting the current Section 150.09 and replacing it as follows:

150.09 PUBLIC TREE CARE The City shall have the right to plant, prune, maintain and remove trees, plants and shrubs within the lines of all streets, alleys, avenues, lanes, squares and public grounds, as may be necessary to insure public safety or to preserve or enhance the symmetry and beauty of such public grounds. The City may remove any street tree or part thereof which is in an unsafe condition or which by reason of its nature is injurious to sewers, electric power lines, gas lines, water lines or public improvements, or is affected with any injurious fungus, insect or other pest. This section does not prohibit the planting of street trees by adjacent property owners providing that the selection and location of such trees is in accordance with Section 150.03 through 150.08 of this chapter.

Section 3. Chapter 150, Section 50.03 (3) is hereby deleted.

Section 4. Chapter 150, Section 50.02 (10) is hereby deleted.

Section 5. Repealer Clause. All ordinances in conflict herewith are repealed.
There are: None

Section 6. 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 7. 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 _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

Jim P. Robbins AT0006583

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

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

ORDINANCE NO. 2206

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

Section 1. Purpose: To rezone certain property in the City of Boone from R-2 (One and Two Family Residential) to R-1 (Single Family Residential).

Section 2. Chapter 175, Section 175.06 is hereby amended by deleting the current section and replacing it as follows;

175.06 ZONING MAP. The boundaries of these districts are indicated upon the official zoning map of the City, which map is made part of this chapter by reference hereto. The official zoning map of the City of Boone which is kept in a digital format and all the notations, references and other matters shown thereon shall be as much a part of this chapter as if the notations, references, and other matters set forth by said map were all fully described herein. The official zoning map shall be kept by the City Clerk who shall when required attest to its authenticity. If in accordance with the provisions of this chapter and Chapter 414 of the Code of Iowa, changes are made in district boundaries or other matters portrayed in the Official Zoning Map, said changes shall be recorded by the Clerk on the official zoning map promptly after the amendment has been approved by the City Council. Regardless of the existence of purported copies of the Official Zoning Map which may from time to time be made or published, the Official Zoning Map, which means the zoning map kept in the digital format together with amending ordinances, shall be the final authority as the current zoning status of land and water area, buildings, and other structures in the City and in those surrounding lands within two miles of the corporate limits of the City of Boone, Iowa. In the event that the Official Zoning Map becomes damaged, destroyed, lost, or difficult to interpret because of use, the Council may by resolution adopt a new Official Zoning Map which shall supersede the prior Official Zoning Map. The new Official Zoning Map may correct drafting or other errors or omission in the prior Official Zoning Map, but no such correction shall have the effect of amending the original zoning ordinance or any subsequent amendment thereof. The new Official Zoning Map shall be identified as set forth above and shall contain the following words: "This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted (date of adoption

of map being replaces) by the City of Boone, Iowa.”

Section 3. Pursuant to Section 175.31 of the Boone City Code a Public Hearing was held on August 11, 2014 before the Boone Planning and Zoning Commission to consider rezoning certain property in the City of Boone from R-2 (One and Two Family Residential) to R-1 (Single Family Residential) as shown on the attached “Zoning Map of Adjustment.”

Section 4. The Official Zoning Map of the City of Boone is hereby amended to rezone certain property in the City of Boone from R-2 (One and Two Family Residential) to R-1 (Single Family Residential) as shown on the attached “Zoning Map of Adjustment.”

Section 5. Repealer Clause. All ordinances in conflict herewith are repealed. They are: None

Section 6. 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 7. 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 _____, 2014.

John Slight – Mayor

Attest:

I, Luke Nelson, City Administrator of the City of Boone, Iowa, hereby certify that the above and foregoing Ordinance is a true copy as shown by the records of the City of Boone, Iowa.

Luke Nelson – City Administrator

From: Boone Area Humane Society

228 W. 16th Street

Boone, IA, 50036

To: City of Boone

RE: Contract Services

Month Of: August 2014

City copy

Summary of Charges:

Trip Fees: \$ -

OT Trip Fees: \$ -

Boarding: \$ -

Euthanize: \$ -

Disposal: \$ -

Total: \$5854.33

Thank You! 😊

Case Report Information										Case Expense Information			
Case ID	Case Category	Case Type	Case Sub Type	Case Qtr/Time	Jurisdiction	Address	Appl/Unit	Case Result	Result Date/Time	Number Of Animals	Animal Description	OT Trip	Total
C02580529	Incident	Stray	RAL	8/12/2014 4:05 PM	Boone	1544 8th Street	PIU Animal	PIU Animal	8/12/2014 4:30 PM	1	cbi A2386247	\$ 40.00	\$ 40.00
C02580532	Incident	Stray	RTO	8/11/2014 6:00 PM	Boone	103 Underhill	PIU Animal	Chilton	8/9/2014 8:30 PM	1		\$ 70.00	\$ 70.00
C02580537	Incident	Enforcement	Stray	8/12/2014 8:30 AM	Boone	1419 3th Street	PIU Animal	Chilton	8/9/2014 8:30 AM	1		\$ 40.00	\$ 40.00
C02580557	Incident	Stray	PIU Animal	8/11/2014 4:30 PM	Boone	1305 Linn Street	PIU Animal	Chilton	8/11/2014 4:48 PM	1		\$ 40.00	\$ 40.00
C02581166	Incident	Enforcement	Stray	8/13/2014 11:40 AM	Boone	1827 Story Street	PIU Animal	Chilton	8/12/2014 11:50 AM	1		\$ 40.00	\$ 40.00
C02581171	Incident	Stray	PIU Animal	8/13/2014 11:45 AM	Boone	1st and story	PIU Animal	Chilton	8/12/2014 11:50 AM	1		\$ 40.00	\$ 40.00
C02581174	Incident	Stray	PIU Animal	8/13/2014 11:45 AM	Boone	225 15th	PIU Animal	Chilton	8/12/2014 12:00 PM	1		\$ 40.00	\$ 40.00
C02581182	Investigation	Stray	PIU Animal	8/9/2014 3:30 PM	Boone	553 3rd	PIU Animal	Chilton	8/9/2014 4:15 PM	1		\$ 40.00	\$ 40.00
C02581190	Incident	Stray	PIU Animal	8/11/2014 2:40 PM	Boone	1st and Carroll south side of maine	PIU Animal	Chilton	8/11/2014 3:00 PM	1		\$ 40.00	\$ 40.00
C02581194	Incident	Stray	PIU Animal	8/11/2014 1:15 PM	Boone	1327 15th Street	PIU Animal	Chilton	8/11/2014 1:15 PM	1		\$ 40.00	\$ 40.00
C02581200	Incident	Stray	PIU Animal	8/11/2014 7:54 AM	Boone	1659 16th Street	PIU Animal	Chilton	8/11/2014 7:54 AM	1		\$ 40.00	\$ 40.00
C02581203	Incident	Stray	PIU Animal	8/12/2014 4:54 AM	Boone	827 2nd	PIU Animal	Chilton	8/12/2014 4:54 AM	1		\$ 40.00	\$ 40.00
C02586039	Incident	Stray	PIU Animal	8/18/2014 10:15 AM	Boone	1803 Marshall Street	PIU Animal	Chilton	8/18/2014 10:25 AM	1		\$ 40.00	\$ 40.00
C02590101	Incident	Stray	PIU Animal	8/18/2014 4:30 PM	Boone	210 Boone Street	PIU Animal	Chilton	8/18/2014 4:50 PM	1		\$ 40.00	\$ 40.00
C02590151	Incident	Stray	PIU Animal	8/18/2014 3:35 PM	Boone	1728 Benton Street	PIU Animal	Chilton	8/18/2014 3:25 PM	2		\$ 40.00	\$ 40.00
C02590152	Incident	Stray	PIU Animal	8/18/2014 3:35 PM	Boone	225 15th Street	PIU Animal	Chilton	8/18/2014 12:14 AM	1		\$ 40.00	\$ 40.00
C02590153	Incident	Stray	PIU Animal	8/18/2014 11:50 AM	Boone	203 18th Street	PIU Animal	Chilton	8/18/2014 12:14 AM	1		\$ 40.00	\$ 40.00
C02590154	Incident	Stray	PIU Animal	8/18/2014 1:30 PM	Boone	293 18th Street	PIU Animal	Chilton	8/18/2014 12:14 PM	1		\$ 40.00	\$ 40.00
C02590155	Incident	Stray	PIU Animal	8/18/2014 1:10 AM	Boone	728 7th Street	PIU Animal	Chilton	8/18/2014 1:30 PM	1		\$ 40.00	\$ 40.00
C02590156	Incident	Stray	PIU Animal	8/18/2014 7:15 PM	Boone	597 Jackson Street	PIU Animal	Chilton	8/18/2014 7:15 PM	1		\$ 40.00	\$ 40.00
C02590157	Incident	Stray	PIU Animal	8/18/2014 10:00 AM	Boone	119 Benton Street	PIU Animal	Chilton	8/18/2014 10:30 AM	1		\$ 40.00	\$ 40.00
C02590158	Incident	Stray	PIU Animal	8/18/2014 11:45 PM	Boone	122 2nd Street	PIU Animal	Chilton	8/18/2014 11:48 PM	1		\$ 40.00	\$ 40.00
C02590159	Incident	Stray	PIU Animal	8/18/2014 11:10 AM	Boone	1620 Adams Eelhower	PIU Animal	Chilton	8/18/2014 12:15 PM	1		\$ 40.00	\$ 40.00
C02590160	Incident	Stray	PIU Animal	8/18/2014 9:30 AM	Boone	122 Kestrel	PIU Animal	Chilton	8/18/2014 9:45 AM	1		\$ 40.00	\$ 40.00
C02590161	Incident	Stray	PIU Animal	8/18/2014 6:30 AM	Boone	122 Kestrel	PIU Animal	Chilton	8/18/2014 6:45 AM	1		\$ 40.00	\$ 40.00
C02590162	Incident	Stray	PIU Animal	8/18/2014 6:30 AM	Boone	122 Kestrel	PIU Animal	Chilton	8/18/2014 6:45 AM	1		\$ 40.00	\$ 40.00
C02590163	Incident	Stray	PIU Animal	8/18/2014 11:45 AM	Boone	419 St. Street	PIU Animal	Chilton	8/18/2014 12:15 PM	1		\$ 40.00	\$ 40.00
C02590164	Incident	Stray	PIU Animal	8/18/2014 10:45 AM	Boone	419 St. Street	PIU Animal	Chilton	8/18/2014 11:30 AM	1		\$ 40.00	\$ 40.00
C02590165	Incident	Stray	PIU Animal	8/18/2014 8:30 AM	Boone	1033 Sagon	PIU Animal	Chilton	8/18/2014 8:30 AM	1		\$ 40.00	\$ 40.00
C02590166	Incident	Stray	PIU Animal	8/18/2014 3:30 PM	Boone	1415 5th	PIU Animal	Chilton	8/18/2014 3:30 PM	1		\$ 40.00	\$ 40.00
C02590167	Incident	Stray	PIU Animal	8/18/2014 6:15 PM	Boone	1415 5th	PIU Animal	Chilton	8/18/2014 6:30 PM	1		\$ 40.00	\$ 40.00
C02590168	Incident	Stray	PIU Animal	8/18/2014 11:27 PM	Boone	1728 Benton	PIU Animal	Chilton	8/18/2014 11:50 PM	1		\$ 40.00	\$ 40.00
C02590169	Incident	Stray	PIU Animal	8/18/2014 4:35 PM	Boone	225 15th Street	PIU Animal	Chilton	8/18/2014 4:30 PM	1		\$ 40.00	\$ 40.00
C02590170	Incident	Stray	PIU Animal	8/18/2014 8:00 AM	Boone	225 15th Street	PIU Animal	Chilton	8/18/2014 8:00 AM	1		\$ 40.00	\$ 40.00
C02590171	Incident	Stray	PIU Animal	8/18/2014 1:17 PM	Boone	813 P. Avenue	PIU Animal	Chilton	8/18/2014 7:00 PM	1		\$ 40.00	\$ 40.00
C02590172	Incident	Stray	PIU Animal	8/18/2014 12:30 PM	Boone	813 P. Avenue	PIU Animal	Chilton	8/18/2014 12:35 PM	1		\$ 40.00	\$ 40.00
C02590173	Incident	Stray	PIU Animal	8/18/2014 12:30 PM	Boone	813 P. Avenue	PIU Animal	Chilton	8/18/2014 12:35 PM	1		\$ 40.00	\$ 40.00
C02590174	Incident	Stray	PIU Animal	8/18/2014 2:45 PM	Boone	801 Cedar	PIU Animal	Chilton	8/18/2014 2:45 PM	1		\$ 40.00	\$ 40.00
C02590175	Incident	Stray	PIU Animal	8/18/2014 9:00 PM	Boone	713 Keeler	PIU Animal	Chilton	8/18/2014 9:00 PM	1		\$ 40.00	\$ 40.00
C02590176	Incident	Stray	PIU Animal	8/18/2014 4:50 PM	Boone	820 1st Street	PIU Animal	Chilton	8/18/2014 5:10 PM	1		\$ 40.00	\$ 40.00
C02590177	Incident	Stray	PIU Animal	8/18/2014 6:04 PM	Boone	315 2nd Street	PIU Animal	Chilton	8/18/2014 6:38 PM	1		\$ 40.00	\$ 40.00
C02590178	Incident	Stray	PIU Animal	8/18/2014 11:07 AM	Boone	816 5th Street	PIU Animal	Chilton	8/18/2014 11:30 AM	1		\$ 40.00	\$ 40.00
C02590179	Incident	Stray	PIU Animal	8/18/2014 12:07 PM	Boone	204 10th Street	PIU Animal	Chilton	8/18/2014 12:30 PM	1		\$ 40.00	\$ 40.00
C02590180	Incident	Stray	PIU Animal	8/18/2014 1:40 PM	Boone	1419 3th Street	PIU Animal	Chilton	8/18/2014 1:35 PM	1		\$ 40.00	\$ 40.00
C02590181	Incident	Stray	PIU Animal	8/18/2014 2:40 PM	Boone	511 12th Street	PIU Animal	Chilton	8/18/2014 2:38 PM	1		\$ 40.00	\$ 40.00
C02590182	Incident	Stray	PIU Animal	8/18/2014 2:38 PM	Boone	1227 Story Street	PIU Animal	Chilton	8/18/2014 2:30 PM	1		\$ 40.00	\$ 40.00
C02590183	Incident	Stray	PIU Animal	8/18/2014 2:05 PM	Boone	801 cedar Street	PIU Animal	Chilton	8/18/2014 2:30 PM	1		\$ 40.00	\$ 40.00
C02590184	Incident	Stray	PIU Animal	8/18/2014 2:05 PM	Boone	702 Greene Street	PIU Animal	Chilton	8/18/2014 2:45 PM	1		\$ 40.00	\$ 40.00
C02590185	Incident	Stray	PIU Animal	8/18/2014 1:40 PM	Boone	1222 Greene Street	PIU Animal	Chilton	8/18/2014 1:19 PM	1		\$ 40.00	\$ 40.00
C02590186	Incident	Stray	PIU Animal	8/18/2014 1:40 PM	Boone	1543 15th Street	PIU Animal	Chilton	8/18/2014 1:45 PM	1		\$ 40.00	\$ 40.00
C02590187	Incident	Stray	PIU Animal	8/18/2014 11:00 AM	Boone	1524 5th	PIU Animal	Chilton	8/18/2014 10:40 AM	1		\$ 40.00	\$ 40.00
C02590188	Incident	Stray	PIU Animal	8/18/2014 4:45 PM	Boone	16th st & Nebraska NE Corner	PIU Animal	Chilton	8/18/2014 4:35 PM	1		\$ 40.00	\$ 40.00
C02590189	Incident	Stray	PIU Animal	8/18/2014 6:30 PM	Boone	504 1st	PIU Animal	Chilton	8/18/2014 6:30 PM	1		\$ 40.00	\$ 40.00
C02590190	Incident	Stray	PIU Animal	8/18/2014 4:00 PM	Boone	813 Marion St	PIU Animal	Chilton	8/18/2014 4:00 PM	1		\$ 40.00	\$ 40.00
C02590191	Incident	Stray	PIU Animal	8/18/2014 3:45 PM	Boone	825 15th st	PIU Animal	Chilton	8/18/2014 3:45 PM	1		\$ 40.00	\$ 40.00
C02590192	Incident	Stray	PIU Animal	8/18/2014 12:30 PM	Boone	1539 Asante Eelhower	PIU Animal	Chilton	8/18/2014 12:30 PM	1		\$ 40.00	\$ 40.00
C02590193	Incident	Stray	PIU Animal	8/18/2014 11:44 AM	Boone	1 Beck SE of BCH	PIU Animal	Chilton	8/18/2014 12:10 PM	1		\$ 40.00	\$ 40.00
C02590194	Incident	Stray	PIU Animal	8/18/2014 10:15 AM	Boone	908 9th st	PIU Animal	Chilton	8/18/2014 10:20 AM	1		\$ 40.00	\$ 40.00
C02590195	Incident	Stray	PIU Animal	8/18/2014 12:15 PM	Boone	105 Cedar	PIU Animal	Chilton	8/18/2014 12:15 PM	1		\$ 40.00	\$ 40.00
C02590196	Incident	Stray	PIU Animal	8/18/2014 9:17 PM	Boone	803 Carson	PIU Animal	Chilton	8/18/2014 8:58 PM	1		\$ 40.00	\$ 40.00
C02590197	Incident	Stray	PIU Animal	8/18/2014 7:10 PM	Boone	803 Carson	PIU Animal	Chilton	8/18/2014 7:00 PM	1		\$ 40.00	\$ 40.00
C02590198	Incident	Stray	PIU Animal	8/18/2014 11:00 AM	Boone	803 Carson	PIU Animal	Chilton	8/18/2014 11:00 AM	1		\$ 40.00	\$ 40.00
C02590199	Incident	Stray	PIU Animal	8/18/2014 11:00 AM	Boone	803 Carson	PIU Animal	Chilton	8/18/2014 11:00 AM	1		\$ 40.00	\$ 40.00
C02590200	Incident	Stray	PIU Animal	8/18/2014 3:38 AM	Boone	1627 Marshall Street	PIU Animal	Chilton	8/18/2014 3:38 AM	1		\$ 40.00	\$ 40.00
C02590201	Incident	Stray	PIU Animal	8/18/2014 2:00 PM	Boone	1703 Carroll Street	PIU Animal	Chilton	8/18/2014 2:00 PM	1		\$ 40.00	\$ 40.00
C02590202	Incident	Stray	PIU Animal	8/18/2014 3:12 PM	Boone	715 1st Street	PIU Animal	Chilton	8/18/2014 3:12 PM	1		\$ 40.00	\$ 40.00
C02590203	Incident	Stray	PIU Animal	8/18/2014 11:00 PM	Boone	1415 Greene St	PIU Animal	Chilton	8/18/2014 12:00 PM	1		\$ 40.00	\$ 40.00
C02590204	Incident	Stray	PIU Animal	8/18/2014 11:15 AM	Boone	1415 Greene St	PIU Animal	Chilton	8/18/2014 10:47 AM	1		\$ 40.00	\$ 40.00
C02590205	Incident	Stray	PIU Animal	8/18/2014 7:25 PM	Boone	1827 story Street	PIU Animal	Chilton	8/18/2014 12:05 PM	1		\$ 40.00	\$ 40.00
C02590206	Incident	Stray	PIU Animal	8/18/2014 12:05 PM	Boone	225 6th Street	PIU Animal	Chilton	8/18/2014 12:05 PM	1		\$ 40.00	\$ 40.00
C02590207	Incident	Stray	PIU Animal	8/18/2014 2:15 PM	Boone	1604 Story	PIU Animal	Chilton	8/18/2014 2:35 PM	1		\$ 40.00	\$ 40.00
C02590208	Incident	Stray	PIU Animal	8/18/2014 8:14 PM	Boone	Fak Cousins/Spoon Field	PIU Animal	Chilton	8/18/2014 8:14 PM	1		\$ 40.00	\$ 40.00
C02590209	Incident	Stray	PIU Animal	8/18/2014 4:55 PM	Boone	115 17th Street	PIU Animal	Chilton	8/18/2014 11:10 AM	1		\$ 40.00	\$ 40.00

Totals \$ 2,360.00 \$ 630.00 \$ 2,990.00

September 25th, 2014

The air surrounding our planet continues to fill with heat-trapping pollutants, changing our climate and worsening respiratory health for millions throughout the state, the nation, and the world. At the same time, the newsletter from the City of Boone that accompanied this month's water bill indicates that our City Council sees open burning not as an environmental or public health issue but as one of "the freedoms associated with owning property".

I'm a home-owner in Boone, and I prize my freedom to enjoy time in my yard and gardens and to have my windows open during the pleasant Spring and Fall weather, but these freedoms are denied to me during the weeks of open burning.

The Extension Service, the Master Gardener program, the Ericson Public Library, and countless Internet sites give us instructions on how to compost yard waste; the county landfill offers free drop-off of waste for composting during the Spring and Fall gardening season; and yet citizens of Boone continue to pollute the air and endanger their neighbors --- and the City Council continues to sanction this.

The newsletter recommends calling the Fire Department or Communications Center to lodge complaints or report smoke as a nuisance, and you can be certain that I'll be keeping those numbers handy (432-3446 and 433-0527). And since the presentations to the City Council included one from a medical specialist from Ames but nothing at all from the medical staff at Boone County Hospital or from any of the Boone physicians, I'll plan to use my health insurance card and hard-earned co-pay dollars at McFarland's Urgent Care clinic or Mary Greeley's emergency room rather than give the money to doctors who can't or won't speak up for the improvement of air quality and public health in the city of Boone.

Let's make Boone more livable by cleaning up the air. One of the "freedoms", for property owners or those renting, should be the freedom to breathe without endangering our health. I'm disappointed that, in Boone, the freedom to burn trumps the freedom to breathe.



Susan C. Posch
PO Box 433
Boone IA 50036

