

City Council Meeting Notice

Governing Body: City Council of Boone, Iowa

Date of Meeting: September 15, 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. Set Public Hearing Date 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
 1. Action Form for Ordinance 2206 – Zoning Map Amendment
 - B. LIBRARY – Jamie Williams
 - C. FINANCE OFFICER- Ondrea Elmquist
 - D. CITY ATTORNEY – Jim Robbins
 - E. DIRECTOR OF PARKS AND PUBLIC WORKS – John Rouse
 1. Action Form for Ash Tree Action Plan
 - F. UTILITIES SUPERINTENDANT – Roy Martin
 - G. CITY ENGINEER - Wayne Schwartz
 - H. DIRECTOR OF PUBLIC SAFETY – Bill Skare
 - I. CITY ADMINISTRATOR – Luke Nelson
 1. Consider Request by InfoBunker per City/InfoBunker Agreement
 2. Budget Calendar for FY16
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 – The End Zone
- c. Renewal - Shenanigans
- d. Renewal – L&M Gas & Grocery
- e. Transfer – none

2. Cigarette/Tobacco Permit - none

D. RESOLUTIONS

1. 2276 – Resolution Approving and Adopting Fiscal Year 2014 Street Finance Report
2. 2277 - Resolution Establishing Authorization for Jim P. Robbins to Accept Tax Certificate 2013-13311 from Boone County, Iowa, Concerning 1602 6th Street
3. 2278 – Resolution Authorizing Destruction of Records

7. ORDINANCES

- A.** Final Reading of Ordinance 2202 - To Allow the City of Boone, Iowa to Change the Electric Franchise Ordinance
- B.** Final Reading of Ordinance 2203 - To Allow the City of Boone, Iowa to Change the Natural Gas Franchise Ordinance
- C.** Second Reading of Ordinance 2204 – To Allow the City of Boone, Iowa to Change the Penalties as it Pertains to Municipal Infractions.
- D.** First Reading of Ordinance 2205 – Amending Trees on Private Property
- E.** First 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

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

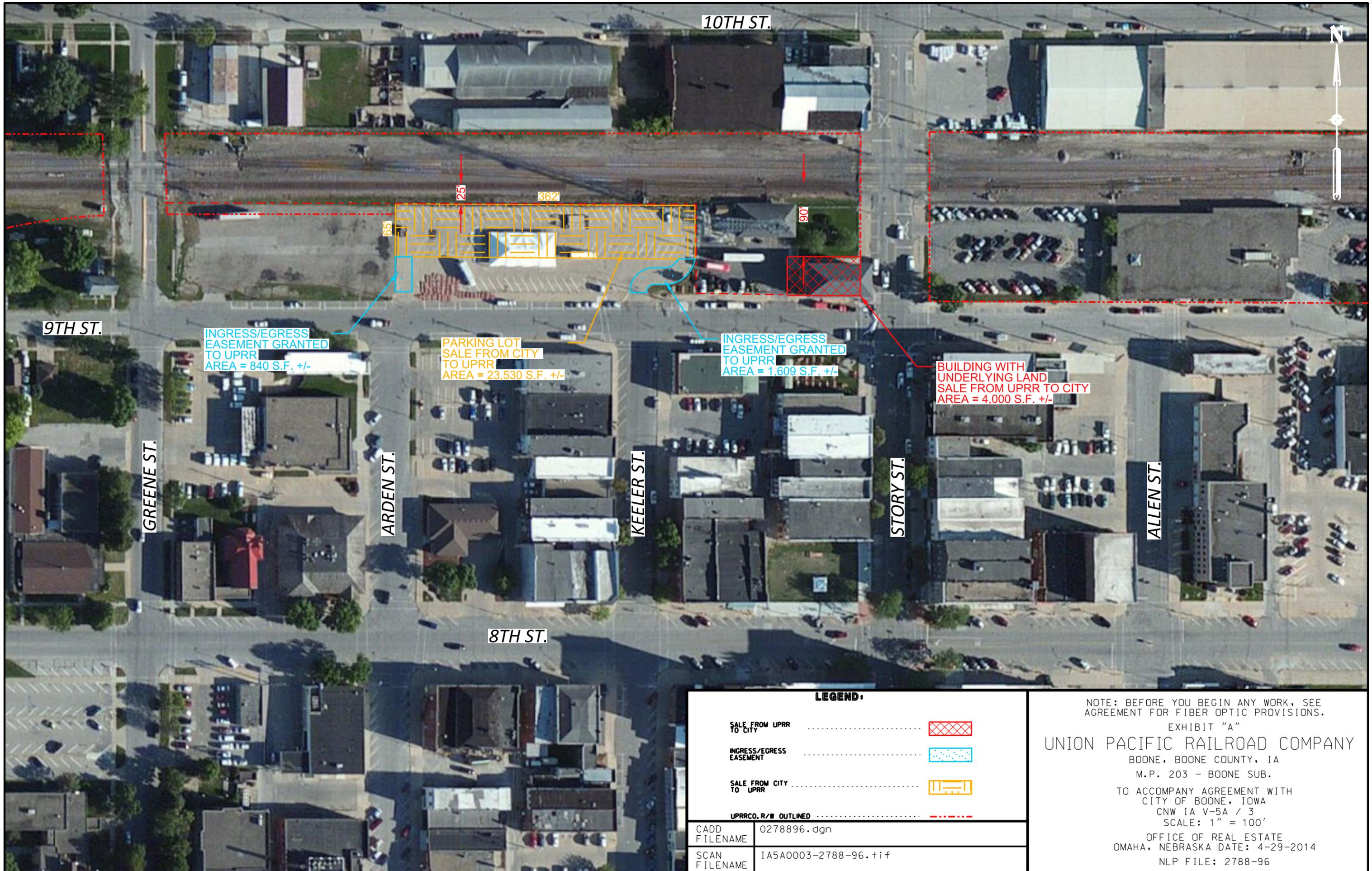
EXHIBIT C - CHAMBER LEASE

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 = 23,530 S.F. +/-

INGRESS/EGRESS
EASEMENT GRANTED
TO UPRR
AREA = 1,609 S.F. +/-

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

LEGEND:

- SALE FROM UPRR TO CITY [Red cross-hatch symbol]
- INGRESS/EGRESS EASEMENT [Blue hatched symbol]
- SALE FROM CITY TO UPRR [Yellow hatched symbol]
- UPRRCO. R/W OUTLINED [Red dashed line symbol]

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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

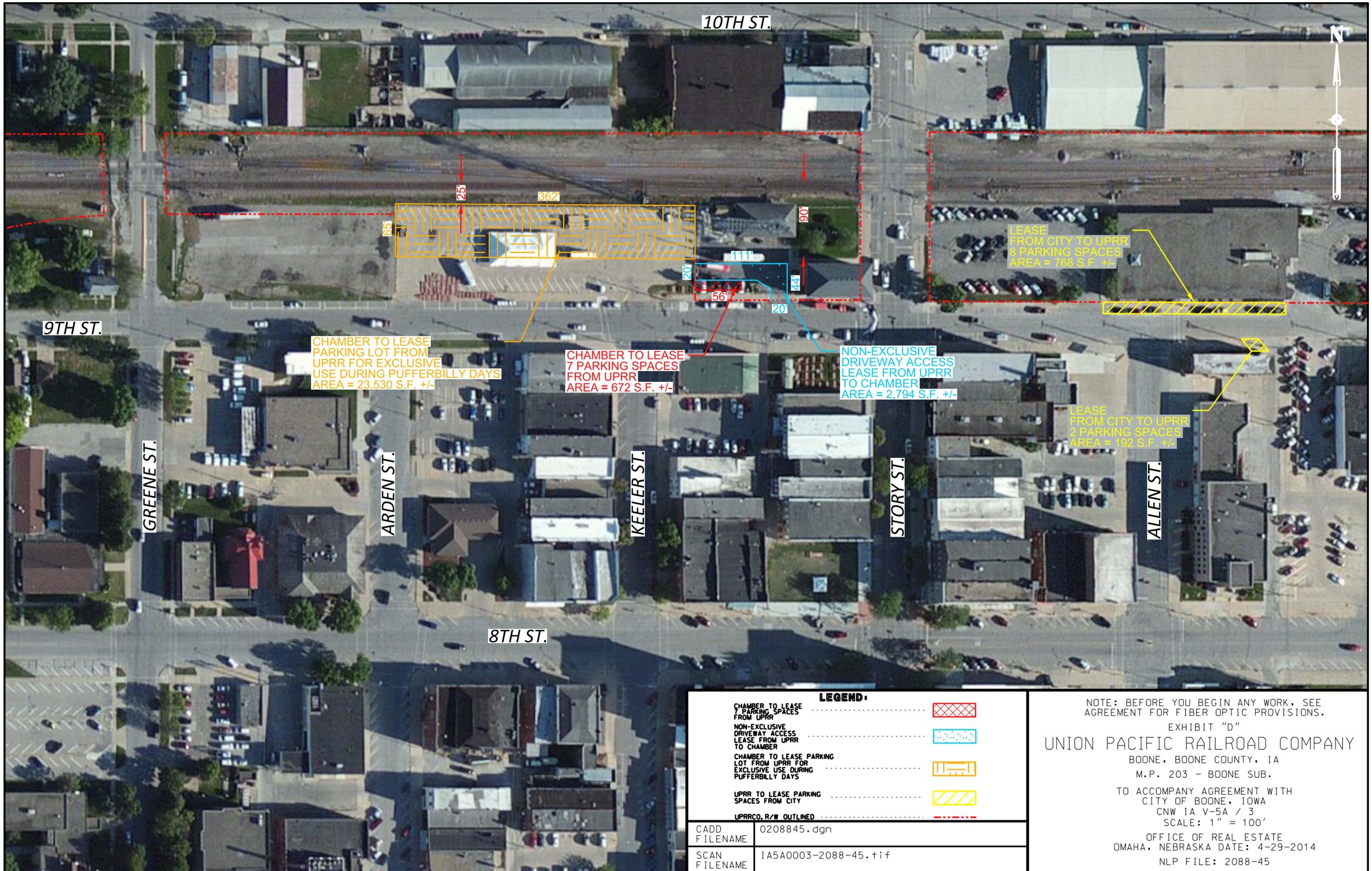
D. All policy(ies) required above must include Lessor as “Additional Insured” using ISO Additional Insured Endorsement CG 20 11 (or a substitute form providing equivalent coverage). The coverage provided to Lessor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement 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.



9TH ST.

10TH ST.

GREENE ST.

ARDEN ST.

KEELER ST.

STORY ST.

ALLEN ST.

8TH ST.

CHAMBER TO LEASE
PARKING LOT FROM
UPRR FOR EXCLUSIVE
USE DURING PUFFERBILLY DAYS
AREA = 23,530 S.F. +/-

CHAMBER TO LEASE
7 PARKING SPACES
FROM UPRR
AREA = 672 S.F. +/-

NON-EXCLUSIVE
DRIVEWAY ACCESS
LEASE FROM UPRR
TO CHAMBER
AREA = 2,794 S.F. +/-

LEASE
FROM CITY TO UPRR
6 PARKING SPACES
AREA = 768 S.F. +/-

LEASE
FROM CITY TO UPRR
2 PARKING SPACES
AREA = 192 S.F. +/-

LEGEND:

- CHAMBER TO LEASE 7 PARKING SPACES FROM UPRR [Red Hatched Box]
- NON-EXCLUSIVE DRIVEWAY ACCESS LEASE FROM UPRR TO CHAMBER [Blue Hatched Box]
- CHAMBER TO LEASE PARKING LOT FROM UPRR FOR EXCLUSIVE USE DURING PUFFERBILLY DAYS [Yellow Hatched Box]
- UPRR TO LEASE PARKING SPACES FROM CITY [Yellow Hatched Box]
- UPRRCO, R/W OUTLINED [Red Dashed Line]

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

EXHIBIT "D"

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 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: _____

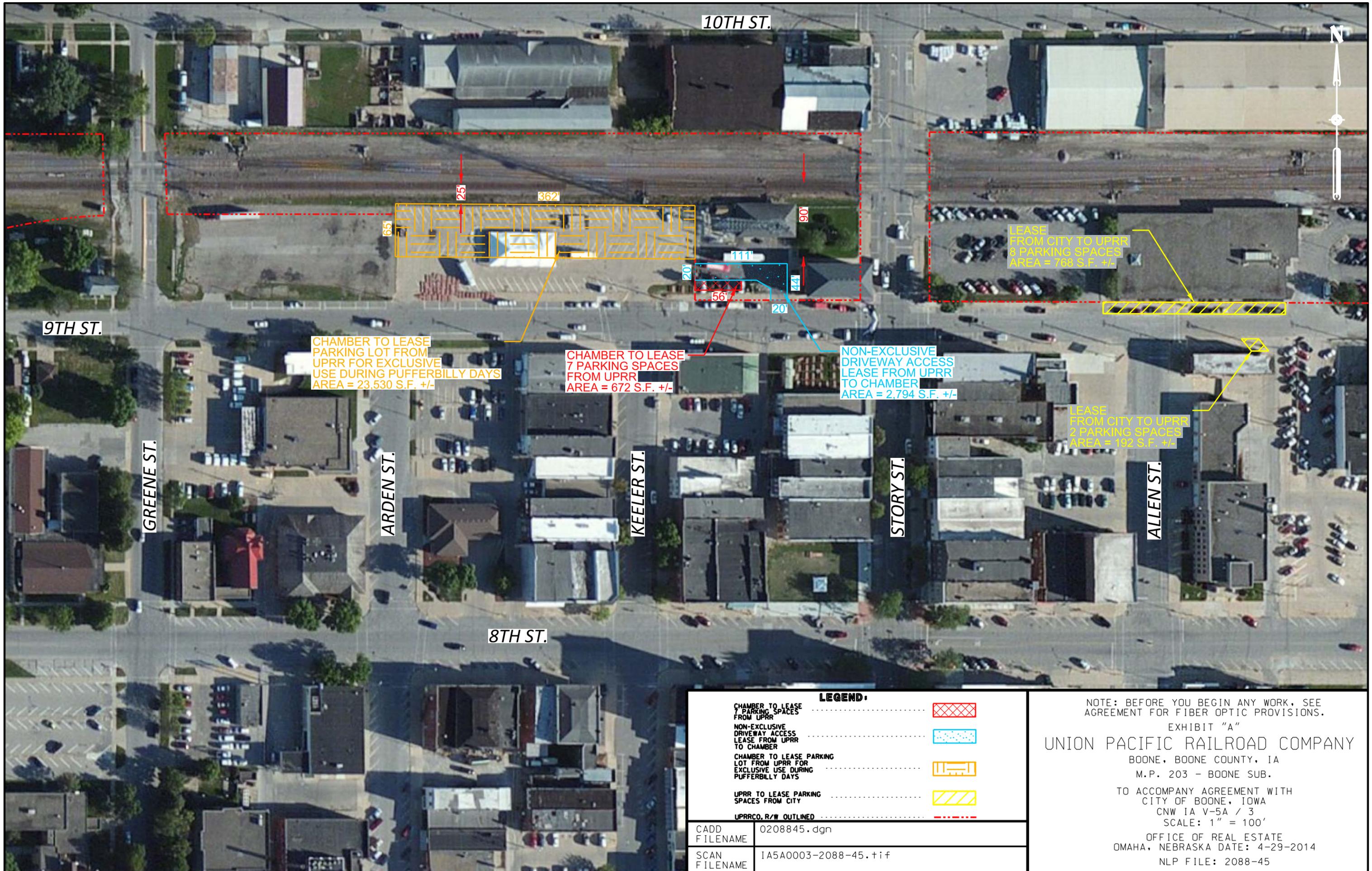
By: _____

Title: _____

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

By: _____

Title: _____



10TH ST.

9TH ST.

8TH ST.

GREENE ST.

ARDEN ST.

KEELER ST.

STORY ST.

ALLEN ST.

CHAMBER TO LEASE
PARKING LOT FROM
UPRR FOR EXCLUSIVE
USE DURING PUFFERBILLY DAYS
AREA = 23,530 S.F. +/-

CHAMBER TO LEASE
7 PARKING SPACES
FROM UPRR
AREA = 672 S.F. +/-

NON-EXCLUSIVE
DRIVEWAY ACCESS
LEASE FROM UPRR
TO CHAMBER
AREA = 2,794 S.F. +/-

LEASE
FROM CITY TO UPRR
6 PARKING SPACES
AREA = 768 S.F. +/-

LEASE
FROM CITY TO UPRR
2 PARKING SPACES
AREA = 192 S.F. +/-

LEGEND:

CHAMBER TO LEASE
7 PARKING SPACES
FROM UPRR



NON-EXCLUSIVE
DRIVEWAY ACCESS
LEASE FROM UPRR
TO CHAMBER



CHAMBER TO LEASE PARKING
LOT FROM UPRR FOR
EXCLUSIVE USE DURING
PUFFERBILLY DAYS



UPRR TO LEASE PARKING
SPACES FROM CITY



UPRRCO, R/W OUTLINED



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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)

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

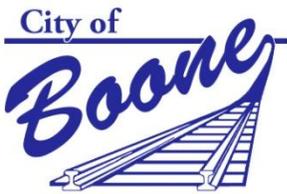
STATE OF IOWA)
) **ss.**
COUNTY OF BOONE)

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)



City Council Action Form

Date: 9/15/14
Subject: R-2 to R-2 rezoning

Background

The update of the Zoning Ordinance in 2008 brought forth questions from city staff concerning certain zoning designations on the official city of Boone zoning map. City staff discussed the issue of reviewing zoning designations with the Planning & Zoning commission.

The Planning & Zoning Commission discussed and reviewed zoning district designations at the 9/8/08 and 8/12/13 commission meetings. P&Z discussed proposals to change district classifications at those meetings, but no action was taken by the committee.

The Planning & Zoning Commission discussed and reviewed zoning district designations again at the 8/11/14 Commission meeting. City staff discussed the proposed zoning map of adjustment and informed the Commission that the proposed rezoning is consistent with the City's Comprehensive Plan. Discussions centered around two key issues; first, the predominate nature of single family housing in Boone (more specifically in the areas of consideration). Second, the unusual amount of R-2 zoning (multi-family) allowed in areas that are mostly undeveloped or vacant land. Common practice of land use considerations generally follows the rule that vacant undeveloped ground falls into the most restrictive zoning designation. This provides neighboring property owners the ability to participate in discussion about land use changes in their neighborhood. The P&Z Commission inquired about a number of issues surrounding the rezoning proposal. Staff explained that a down zoning to R-1 does not restrict all future development in these areas. Instead, it provides a better opportunity to review development proposals. Prior to a multi-family development the P&Z Commission and City Council would have the ability to consider special factors before allowing certain developments to occur. The commission unanimously recommended approval of the rezoning, as laid out in the zoning map of adjustment.

Alternatives:

1. Accept the recommendation from the Planning and Zoning Commission and move forward with the rezoning amendment.
2. Accept the recommendation from the Planning and Zoning Commission but modify the rezoning amendment to include more or less area.
3. Accept the recommendation from the Planning and Zoning Commission but deny the proposal based upon findings of fact justification.
4. Ask the Planning and Zoning Commission for further research and analysis prior to making a decision.

Staff Recommendation:

Staff recommends Alternative 1, as recommended by the P&Z Commission and indicated on the zoning map of adjustment.



City Council Action Form

Date: 9/2/2014
Subject: EAB – Proactive Approach
From: John Rouse

Background

With the arrival of the Emerald Ash Borer the Ash trees in the public right of way are going to become a hazard over the next 2 to 5 years. Both city council and park commission want to be proactive in taking care of hazardous trees. The Urban Forestry Department, which is also our Parks Department, has one full time employee who handles tree issues. We hire part-time employees during summer to work with him. They are laid off around the first of November. I would like to keep a part-time employee over the winter months to remove Ash trees. In addition, we would like to immediately pursue the use of reserve funds to fund contract removals. Our staff will focus on smaller trees with contract removals of large diameter trees. The focus of this request is the use of reserve funds to address the EAB.

Financial

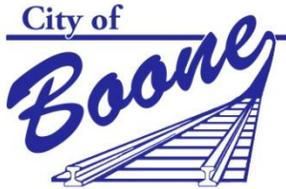
Funding Source	Purpose	FY15 Estimate
General Fund Reserves	Part-time Staff	\$11,000
General Fund Reserves	Contract Removals	\$80,000

Alternatives

1. Keep 1 part-time employee over winter months to help remove Ash trees. Also, allow \$80,000 for contract removals.
2. Allow use of reserves but at a lower amount as determined by Council.
3. No change, status quo

Recommendation

Staff recommends Alternative 1. The City made the decision to be proactive and start to remove all ash trees in the public right of way. With the addition of a part-time employee and contract services we could begin the removal of the ash trees and keep the remaining Park staff with regular duties.



City Council Action Form

Date: 9/9/2014
Subject: Line-of-site Internet Access

Background

Within the past six months the City entered into agreement with InfoBunker LLC to obtain wireless line-of-site internet access while also connecting all Boone City facilities and Boone County Law Enforcement. The project is well under way and progressing nicely. Part of our agreement to obtain this service is to provide access to our water towers for the purpose of mounting sector antennas so that InfoBunker can supply service to other entities. Jason McGinnis, InfoBunker President, has now made that request.

Staff has reviewed the requests. Previously, at the time the County Law Enforcement mounted some antennas there was a structural review conducted. That review reinforced that the antennas (roughly 30"x9"x4" at 6Kg) would not impact the structural integrity of the towers.

Funding

Due to the nature of the agreement internet services are being provided "at cost." This means that InfoBunker is not charging markup on the service. Their revenue source is based upon serving other clients while utilizing our water towers.

Alternatives

1. Move forward with approval.
2. Deny request.
3. Gather additional information.

Administrator Recommendation

InfoBunker, Boone County and the city of Boone have been working on this project for several months. This has been a great public/private partnership that will provide long-term cost savings for the City and County. **Administrator recommends alternative #1 noted above.**

Request from InfoBunker:

I am requesting permission to mount a number of sector antennas to the water towers / other locations. Roughly 1 per 90 degree segment, though some may have less due to population density not being in any one segment. This will allow us to support clients as they come on, as we discussed, as well as the Scenic Valley Railroad. It would be helpful to get them installed while we are still in the build phase, as not to cause any outages once we make everything operational.

*The antenna data is attached: But the highlights are 6Kg per antenna at 30x9x4 inches. We would obviously run all our own cables, etc, at our own costs. These ***WILL NOT*** interfere or cause a slowdown with the service I am providing the city and county. We will be adding more backhaul links to cover for that contingency before the first client goes live.*

Please feel free to let me know if you have any comments or concerns.

November 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	<i>Friday Oct 24: CIP Deadline—All CIP items finalized and submitted to Luke</i>					1
2	3 <i>7 pm Council Meeting</i>	4 <i>CIP Committee Meetings</i>	5 <i>CIP Committee Meetings</i>	6 <i>CIP Committee Meetings</i>	7 <i>CIP Committee Meetings</i>	8
9	10	11 <i>Veteran's Day City Offices Closed</i>	12 <i>4 pm Utility Comm</i>	13	14	15
16	17 <i>7 pm Council Meeting</i>	18	19	20 <i>Budget Worksheets Available for Dept Heads</i>	21	22
23	24 <i>Audit to State—Deadline</i>	25 <i>9 am Department Heads only goal setting</i>	26 <i>5 pm PS&T Comm</i>	27 <i>Thanksgiving City Offices Closed</i>	28 <i>City Offices Closed</i>	29
30						

December 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 <i>7 pm City Council Meeting</i>	2 <i>6 pm City Council Goal Setting Where? PD Food provided</i>	3	4	5	6
7	8 <i>Department Head— Individual budget meetings w/Luke & Ondrea</i>	9 <i>Department Head— Individual budget meetings w/Luke & Ondrea</i>	10 <i>4 pm Utility Comm Department Head— Individual budget meetings w/Luke & Ondrea</i>	11 <i>Department Head— Individual budget meetings w/Luke & Ondrea</i>	12 <i>Department Head— Individual budget meetings w/Luke & Ondrea</i>	13
14	15 <i>7 pm City Council Meeting</i>	16	17	18	19 <i>Finalize Draft Budget</i>	20
21	22 <i>Finalize Draft Budget</i>	23 <i>Finalize Draft Budget</i>	24 <i>Christmas Eve</i>	25 <i>Christmas Day City Offices Closed</i>	26	27
28	29	30	31 <i>New Years Eve 5 pm PS&T Comm Mayor's Gala</i>			

January 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 <i>New Years Day City Offices Closed</i>	2 <i>5 pm Deadline for Hotel/Motel Tax Grant Applications</i>	3
4	5 <i>7 pm City Council Meeting Establish Hotel/Motel Pres- entations Schedule (distribute)</i>	6 <i>5 pm Hotel/Motel Presentations Where? City Hall Council Finalization of Funds Distribution</i>	7	8	9	10
11	12	13 <i>6 pm budget Work Session Where? City Hall Department Presentations, CIP and LOST</i>	14 <i>4 pm Utility Comm</i>	15	16	17
18	19 <i>7 pm City Council Meeting</i>	20 <i>6 pm Final Budget Work Session Where? City Hall Budget Finalization</i>	21	22	23	24
25	26	27	28	29	30	31

February 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 <i>7 pm City Council Meeting</i> <i>*Set Public Hearing for CIP</i>	3	4	5	6 <i>Send Draft Budget to Paper</i>	7
8	9	10	11 <i>4 pm Utility Comm</i>	12	13	14
15	16 <i>7 pm City Council Meeting</i> <i>*Hold Public Hearing for CIP/Adoption</i> <i>**Set Public Hearing for Budget</i>	17 <i>Publish Budget in Paper. Make available to the Public (website and at Central Business Office)</i>	18	19	20	21
22	23	24	25 <i>5 pm PS&T Comm</i>	26	27	28

March 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 <i>7 pm City Council Meeting</i> <i>*Hold Public Hearing and Adopt Budget</i>	3	4	5	6 <i>Submit Budget to State</i>	7
8	9	10	11 <i>4 pm Utility Comm</i>	12	13	14
15	16 <i>7 pm City Council Meeting</i>	17	18	19	20	21
22	23	24	25 <i>5 pm PS&T Comm</i>	26	27	28
29	30	31				

STATEMENT OF COUNCIL PROCEEDINGS

September 1, 2014 7:00 p.m.

The City Council of Boone, Iowa, met in regular session in the City Hall Council Chambers on September 1, 2014, at 7:00 p.m. with Mayor Slight presiding. The following Council Members were present: Stevenson, Gillespie, Mallas, Hicks, Piklapp, Nystrom, Ray. Absent: none.

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

Mayor Slight announced that this is the time and place for a public hearing concerning the rezoning of certain properties in the City of Boone, Iowa from R-2 to R-1. Mayor Slight asked if there were any written comments; no written comments were presented. Mayor Slight asked if there were any oral comments; no comments were made. Whereupon, the Mayor declared the hearing closed.

Skare presented the Paws in the Park 5k route that will be held on October 4th and stated that Staff has reviewed the plan and route and recommends approval. Ray moved, Mallas seconded to approve the Paws in the Park 5k for October 4, 2014. Ayes: Mallas, Hicks, Piklapp, Nystrom, Ray, Stevenson, Gillespie. Nays: none.

Nystrom state that there was some confusion on past due utility bills and shut-offs this past month, regarding a timing issue; all problems have been resolved.

Robbins presented the current City Ordinance pertaining to civil penalty and presented the following proposed changes: change first offence to \$75.00, second offense to \$300.00, third and subsequent offenses to \$750.00, and remove the verbiage pertaining to giving a warning, due to possible severity of first offence and court issues.

Rouse presented bids for a skid loader and a Public Works truck. Rouse recommended approving the low bid in the amount of \$27,188.00 from Pat Clemons for a 2015 Dodge Ram 3500 and requested going with the John Deere 326E in the amount of \$23,500.00 from Van Wall over the low bid item due to the extra options. Ray moved, Piklapp seconded to approve the purchase of the 2015 Dodge Ram and the John Deere skid loader with the extra options. Ayes: Hicks, Piklapp, Nystrom, Ray, Stevenson, Gillespie, Mallas. Nays: none.

Martin requested approval of change order one (1) in the amount of \$800.00 due to certain valves needing replaced that was not anticipated in the planning of the project. Gillespie moved, Mallas seconded to approve change order one (1) on the Grit System Improvement Project. Ayes: Piklapp, Nystrom, Ray, Stevenson, Gillespie, Mallas, Hicks. Nays: none.

Martin recommended approval of pay request three (3), in the amount of \$6,689.00, payable to C.L. Carroll Company for the Grit Pumps. Gillespie moved, Piklapp seconded to approve pay request three (3) for Grit Pumps Project in the amount of \$6,689.00. Ayes: Nystrom, Ray, Stevenson, Gillespie, Mallas, Hicks, Piklapp. Nays: none.

Skare stated that 621 10th Street has been demolished and the lot will be put on the market to be sold. Skare informed the Council that 1004 Story is ready for demolition; however we are waiting for Region XII.

Nelson requested Council's input on the City enforcing the State of Iowa's Workman's Compensation Regulations on City licensing. Nelson stated that he had received a complaint that on city issued licenses we don't make sure that the contractors meet State requirements pertaining to Workman's Compensation. Council discussed whether the City should get involved with a state regulation; it was determined that the State receives the funds to monitor these regulations and the City does not have the staff to do such monitoring.

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

Mallas moved, Ray seconded to approve the following items on the consent agenda: 1) Minutes of previous meetings. 2) Bills payable. 3) Alcohol license renewal for Boone County Agricultural Association. 4) Resolution 2272 authorizing Jim Robbins to accept tax certificate 2013-13309 for 421 11th Street, Boone, Iowa, from Boone County, Iowa. 5) Resolution 2273 vacating and conveying a portion of public right-of-way (alley) located at 827 Marion Street, Boone, Iowa, for \$277.00 and 827 Fremont Street, Boone, Iowa, for \$830.00. 6) Resolution 2274 supporting Central Iowa Waste Management Association's Comprehensive Solid Waste Management Plan update. 7) Resolution 2275 authorizing the installation of five (5) new street lights along the south row of Estate Drive in the R.L. Fisher Airport Park, using the same lights as in the Business Park. Ayes: Ray, Stevenson, Gillespie, Mallas, Hicks, Piklapp, Nystrom. Nays: none.

A & M Laundry	Supplies	50.00
Access Systems Technologies	Services	77.50
ACME Electric Motor	Equipment	67.97
AFLAC	Payroll	15.75
Albert Behling	Medical	154.15
Alliant Energy	Utilities-Library	5,428.00
Alliant Energy	Utilities	3,197.08
Amazon.Com	Materials	367.18
Avesis	Payroll	609.41
Ben Conrad	Mowing Services	700.00
Biosolids Management Group	Lime Removal	22,259.21
Boehm Insurance	Insurance Premium	8,067.00
Boone Area Humane Society	Services	5,854.33
Boone Bank & Trust	Payroll	748.09
Boone County Auditor	Dispatch Services	43,650.78
Boone County Landfill	Services	5,275.41
Boone County Lawn Care Service	Services	4,092.87
Boone County Treasurer	Taxes	687.00
Boone News Republican	Subscription	120.00
Brownells Inc	Clothing Allowance	233.42
C L Carroll	Grit Removal Project	6,669.00
Capital City Equipment	Equipment	111.00
CDW Government	Supplies	25.20
Center Point Publishing	Materials	549.42
Change	Postage	187.10
Chase	Misc Expenses	1,048.99
City of Boone	Utilities	521.49
Collection Services Center	Payroll	928.68
Cutting Edge	Award	124.00
Darwin Backous	Services-Library	1,170.00
Diverse Media	Materials	30.53
Ecolab	Services	88.49
Ed Roehr Safety Products	Clothing Allowance	44.31
Edward Jones	Payroll	100.00
Two Rivers Insurance	Insurance Premium	87,972.44
Galls	Clothing Allowance	115.86
GovConnection	Equipment	5,803.45
Graymont Western Lime	Lime	4,036.42
Hach	Lab Tests	227.57
Hartford Funds	Payroll	100.00
Hawkins	Chemicals	2,686.20
Huber Technology	Repairs	1,317.41
Hy-Vee	Supplies	10.27

IA Dot	Supplies	89.06
IA Library Services	Conference Registration	20.00
IA Library Services	Subscription	1,783.05
IMFOA	Conference Registration	55.00
IA One Call	Locates	126.50
ICMA	Payroll	806.02
Ingram Book	Materials	2,243.74
Institute of Public Affairs	Conference Registration	600.00
Intensitee	Clothing Allowance	385.00
IPERS	Payroll	13,355.41
ISUNET	Services	205.75
Jim Robbins	Legal Services	5,200.00
John Rouse	Car Allowance	200.00
John Slight	Car Allowance	150.00
Kabel Business Services	Payroll	1,458.73
Kabel Business Services	Payroll	1,425.66
Kenworth-Mid IA	Repairs	123.30
Keystone Labs	Lab Tests	42.40
Kimball Midwest	Supplies	111.13
Kirkwood Community College	Conference Registration	140.00
Kriz-Davis Co	Parts	165.00
Luke Nelson	Car Allowance	300.00
Martin Marietta Aggregate	Materials	2,254.31
Martin Oil	Fuel	4,846.93
McGill Computer Services	Services	1,350.00
Mediacom	Services-Library	129.90
Mediacom	Services	89.95
Medicare Blue Rx	Medical	83.80
Members 1st Comm Credit Union	Payroll	230.00
Midland Power Coop	Utilities	26.53
Midwest Alarm Service	Services	125.00
Midwest Gas Instrument Service	Repairs	299.15
Moeller Electric	Services	211.75
Moffitt's Inc	Repairs	180.80
Morse Equipment Company	Repairs	6,445.00
Municipal Fire & Police Retirement	Payroll	24,146.88
Mutual of Omaha	Payroll	231.95
North American Rescue	Clothing Allowance	8.34
O'Halloran International	Repairs	172.84
OCLC	Services	558.96
Orschelns	Supplies	84.90
Quality One	Services	1,825.00
Quill	Supplies	166.28
R & D Painting	Repairs	6,700.00
R.T. Barbee Co	Supplies	185.66
Region XII Council	Admin Fee	756.00
Reliant Fire Apparatus	Repairs	99.76
Reserve Account	Postage	1,300.00
Richard Grove	Medical	214.56
Roy Martin	Car Allowance	200.00
Spring Green	Services	98.00
State of IA	State Tax	7,504.00
Stecker Concrete	Street Repairs	5,850.00
Storey Kenworthy	Supplies	254.49
The Library Store	Supplies	114.53
Tom Walters Co	Waste Removal	76.00
Treasurer/State of IA	Sales Tax	14,433.00

United Way	Payroll	20.00
Van Diest	Weed Control	183.48
Van-Wall	Parts	69.39
Verizon	Services	1,507.64
Visa	Misc Expenses	1,397.63
Vision Bank	Payroll	274.85
Vision Bank	Payroll	36,018.97
Walmart	Supplies	1,216.91
Walters Sanitary	Waste Removal	59.62
Wayne Schwartz	Car Allowance	200.00
Westrum Leak Detection	Services	462.50
Windstream	Services	1,922.20
YMCA	Payroll	414.90
Paid Total		369,511.09

FUND	DISBURSEMENTS
General	129,896.34
Special	24,694.04
Hotel/Motel	0.00
Road Use Tax	15,361.24
Debt Service	0.00
Water Utility	37,766.36
Sewer Utility	32,066.34
Family Resource Center	3,441.80
Capital Project	30,513.28
Storm Water Utility	2,046.67
Expendable Trust	2,105.94
Agency Account	91,619.08

Ray moved, Mallas seconded to approve the second 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, Piklapp seconded to approve the second 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.

Hicks moved, Piklapp seconded to approve the first 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.

Mallas commented on garbage containers sitting on the curb all week, and requested if there was anything we could do. Council discussed whether the garbage companies could request or remind their customers to move the containers after they are picked up.

Several Council Members commented on how nice the Community looked for the car show, Farm Progress, and Super Nationals.

Gillespie asked if the City had a welcome sign for the Super Nationals. Rouse stated that we did, but was unsure what happened to it. Piklapp stated that there was an issue with Super Nationals campers camping in parking lots on the Southside of Boone over the weekend due to the wet ground at the racetrack.

There being no further business to come before the Council the meeting was adjourned at 7:30 p.m.

ATTEST:

Luke Nelson, City Administrator/Clerk

John Slight, Mayor

RECORD OF COUNCIL APPROVED BILLS

Gillespie

September 15, 2014

<u>DATE</u>	<u>AMOUNT</u>
Airport Bills	
Library Bills	
Park Bills	16,285.98
Manuals/Util Bills/Misc Total	496.31
Voided checks	
Council Bills Total	138,298.41
Payroll 09/01/14	
Payroll 09/15/14	
TOTAL EXPENDITURES	<u>\$ 155,080.70</u>

Signed By _____

Date _____

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

ACCOUNTS PAYABLE CLAIMS						

Park	ACCO UNLIMITED CORP	PARTS-CHEMICAL FEEDER	50.26	181655	9/09/14	
	ACCO UNLIMITED CORP	POOL REPAIRS	317.91	181655	9/09/14	
	ACCO UNLIMITED CORP	CHEMICALS	373.00	181655	9/09/14	
	ACCO UNLIMITED CORP	UNDER WATER LIGHTS	163.52	181655	9/09/14	
	ACCO UNLIMITED CORP	PUMP PROTECTOR	102.70	1,007.39	181655	9/09/14
	AG SOURCE LABORATORIES	POOL TEST		45.00	181656	9/09/14
	ALLIANT ENERGY	ANDERSON PARK UTILITIES		2,380.81	181658	9/09/14
	ALTEC INDUSTRIES INC	LIFT TRUCK MAINTENANCE		1,454.22	181659	9/09/14
	ARNOLD MOTOR SUPPLY	PARTS-1600 MOWER	77.38		181660	9/09/14
	ARNOLD MOTOR SUPPLY	WASHER FLUID	5.58		181660	9/09/14
	ARNOLD MOTOR SUPPLY	OIL FILTER-MOWER	6.99	89.95	181660	9/09/14
	ATLANTIC COCA-COLA BOTTLING CO	CONCESSION STAND SUPPLIES		174.15	181661	9/09/14
	NICHOLAS S BOESEN	SOD		76.00	181662	9/09/14
	BOONE ACE HARDWARE	PARTS-SKATE PARK TABLE	5.50		181663	9/09/14
	BOONE ACE HARDWARE	REPAIR DOOR-MEMORIAL PARK	6.99		181663	9/09/14
	BOONE ACE HARDWARE	PARTS-POOL LIGHTS	4.18		181663	9/09/14
	BOONE ACE HARDWARE	POOL CHEMICALS	44.43		181663	9/09/14
	BOONE ACE HARDWARE	POOL CHEMICALS	31.96		181663	9/09/14
	BOONE ACE HARDWARE	POOL SUPPLIES	51.06		181663	9/09/14
	BOONE ACE HARDWARE	LIGHT BULBS/CLEANER	20.98	165.10	181663	9/09/14
	BOONE GLASS COMPANY	WINDOW-SHELTER HOUSE		157.10	181664	9/09/14
	BOONE HARDWARE	TOOLS		9.97	181665	9/09/14
	BRENT SHAW	CELL PHONE REIMB		19.00	181666	9/09/14
	CONDON'S SERVICES LTD	LP		640.00	181667	9/09/14
	D & J COMPLETE TREE SERVICE	TREE REMOVAL QTY 3		4,400.00	181668	9/09/14
DOGPOOPBAGS.COM	BAGS QTY 2000		204.29	181669	9/09/14	
GLOBAL PAYMENTS	CC FEES		94.93	90114000	9/01/14	
Park	MELYX INC/XYLEM LTD	PLAYGROUND MULCH	1,525.75		181670	9/09/14
	MELYX INC/XYLEM LTD	PLAYGROUND MULCH	1,615.50	3,141.25	181670	9/09/14
	IOWA DEPT PUBLIC HEALTH	POOL INSPECTION		774.00	181671	9/09/14
	INSANITY FIGHTWEAR/905 INK	██████████ CLOTHING ALLOWANCE		395.00	181672	9/09/14
KABEL BUSINESS SERVICES	FLEX ADMIN FEES		51.35	90114001	9/01/14	
Park	KCI LANDSCAPE SUPPLY	DOWNTOWN MULCH	260.00		181673	9/09/14
	KCI LANDSCAPE SUPPLY	DOWNTOWN MULCH	338.00	598.00	181673	9/09/14
	KYLE KILSTROM	CELL PHONE REIMB		19.00	181674	9/09/14
	ORSCHELNS	ANTIFREEZE	17.98		181675	9/09/14
	ORSCHELNS	SPRAY EQUIP PARTS	22.98		181675	9/09/14
	ORSCHELNS	PUMP FOR SPRAYER	49.99	90.95	181675	9/09/14
	PEOPLES CLOTHING STORE	██████████ CLOTHING ALLOW		190.00	181676	9/09/14
	SHERRILL INC	TOOLS		123.85	181677	9/09/14
	STEVE KELLEY	CELL PHONE REIMB		19.00	181678	9/09/14
	TREASURER/STATE OF IOWA	POOL TAX-AUG 14		350.00	90514000	9/05/14
	TREE CARE INDUSTRY	SUPSCRIPTION		99.95	181679	9/09/14
WALTERS SANITARY SERVICE INC	GARBAGE PICKUP		12.00	181680	9/09/14	

16,782.26
 .03
 16,782.29

Aug Man. (+)

Park / Manual ✓'s

INVOICE	LN	DIST	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	DISC TK	PAID AMT	CHECK NO
				906 IPERS						
083114	1	001	8/31/2014	8-29 IPERS ADJ	.03	.00		.00	.03	1815770 M
				** VENDOR TOTAL **	.03	.00	.03	.00	.03	
				** MANUAL CHK TOTAL **					.03	
				** GRAND TOTAL **	.03	.00	.03	.00	.03	

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INVOICE	LN	DIST	DUE DATE	REFERENCE	GROSS	DISCOUNT	NET	DISC TK	PAID AMT	CHECK NO
1659 TREASURER/STATE OF IOWA										
090914	1	001	9/09/2014	POOL TAX-AUG 14	350.00	.00		.00	350.00	90514000 M
** VENDOR TOTAL **					350.00	.00	350.00	.00	350.00	
2819 KABEL BUSINESS SERVICES										
090114	1	112	9/09/2014	FLEX ADMIN FEES	11.85	.00		.00	11.85	90114001 M
090114	2	112	9/09/2014	FLEX ADMIN FEES	7.90	.00		.00	7.90	90114001 M
090114	3	112	9/09/2014	FLEX ADMIN FEES	7.90	.00		.00	7.90	90114001 M
090114	4	112	9/09/2014	FLEX ADMIN FEES	7.90	.00		.00	7.90	90114001 M
090114	5	600	9/09/2014	FLEX ADMIN FEES	7.90	.00		.00	7.90	90114001 M
090114	6	112	9/09/2014	FLEX ADMIN FEES	3.95	.00		.00	3.95	90114001 M
090114	7	112	9/09/2014	FLEX ADMIN FEES	3.95	.00		.00	3.95	90114001 M
** TOTAL **					51.35	.00	51.35	.00	51.35	
** VENDOR TOTAL **					51.35	.00	51.35	.00	51.35	
2953 GLOBAL PAYMENTS										
090914	1	600	9/09/2014	CC FEES	47.46	.00		.00	47.46	90114000 M
090914	2	610	9/09/2014	CC FEES	47.47	.00		.00	47.47	90114000 M
** TOTAL **					94.93	.00	94.93	.00	94.93	
** VENDOR TOTAL **					94.93	.00	94.93	.00	94.93	
** MANUAL CHK TOTAL **									496.28	
** GRAND TOTAL **					496.28	.00	496.28	.00	496.28	

sept Manual V5

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

ACCOUNTS PAYABLE CLAIMS					

AARP MEDICARE RX ENHANCED	[REDACTED] medical		134.60		
ACCESS SYSTEMS LEASING	RICOH COPIER SYSTEM	88.00			
ACCESS SYSTEMS LEASING	CITY HALL PRINTING CONTRACT	437.20	525.20		
AIR LIQUIDE INDUSTRIAL US LP	CHEMICALS		2,684.99		
ALBERT BEHLING	[REDACTED] medical		261.95		
ALLIANT ENERGY	[REDACTED]	54,393.56			
ALLIANT ENERGY	[REDACTED]	531.96			
ALLIANT ENERGY	UTILITIES [REDACTED]	1,322.32	56,247.84		
ARNOLD MOTOR SUPPLY	SOCKET	5.99			
ARNOLD MOTOR SUPPLY	AIR FILTER	7.85			
ARNOLD MOTOR SUPPLY	REPAIRS-95 PIERCE	30.84			
ARNOLD MOTOR SUPPLY	CREDIT MEMO	15.42-			
ARNOLD MOTOR SUPPLY	PARTS	15.42			
ARNOLD MOTOR SUPPLY	SWEEPER REPAIRS	93.46			
ARNOLD MOTOR SUPPLY	PARTS	4.72			
ARNOLD MOTOR SUPPLY	PARTS	4.72			
ARNOLD MOTOR SUPPLY	PARTS-CHEVY TRK	10.80			
ARNOLD MOTOR SUPPLY	BATTERY	92.89			
ARNOLD MOTOR SUPPLY	TOOLS	29.18			
ARNOLD MOTOR SUPPLY	REPAIRS-13 CHEVY TRK	26.15			
ARNOLD MOTOR SUPPLY	SUPPLIES	38.20			
ARNOLD MOTOR SUPPLY	REPAIRS-11 TAHOE	37.59			
ARNOLD MOTOR SUPPLY	PARTS-CHEVY TRK	8.66	391.05		
AWWA-IOWA SECTION	CONF REG [REDACTED]		220.00		
NICHOLAS S BOESEN	SEEDING-S MARSHALL		1,695.00		
BOONE ACE HARDWARE	SUPPLIES-PUFFERBILLY	74.80			
BOONE ACE HARDWARE	SUPPLIES-C HALL	45.99			
BOONE ACE HARDWARE	SUPPLIES	24.98			
BOONE ACE HARDWARE	SUPPLIES	6.80	152.57		
BOONE COUNTY RECORDER	[REDACTED] DEED		12.00		
BOONE HARDWARE	BATTERIES	19.18			
BOONE HARDWARE	SUPPLIES	7.99			
BOONE HARDWARE	METER PARTS	22.35			
BOONE HARDWARE	SUPPLIES	7.68			
BOONE HARDWARE	SUPPLIES	4.98			
BOONE HARDWARE	SUPPLIES	9.96			
BOONE HARDWARE	SUPPLIES	8.48			
BOONE HARDWARE	SHOP SUPPLIES	25.47			
BOONE HARDWARE	SHOP SUPPLIES	20.25			
BOONE HARDWARE	SHOP SUPPLIES	5.49			
BOONE HARDWARE	PAINT SUPPLIES	3.99	135.82		
STEPHENS MEDIA LLC	SUBSCRIPTION-BLDG	120.00			
STEPHENS MEDIA LLC	7-21 COUNCIL PROCEEDS	186.87			
STEPHENS MEDIA LLC	ZBA NOTICE	256.75			
STEPHENS MEDIA LLC	RFP P WKS EQUIP	19.62			
STEPHENS MEDIA LLC	CIVIL SVC APPS	216.00			
STEPHENS MEDIA LLC	8-4 COUNCIL PROCEEDS	145.84			
STEPHENS MEDIA LLC	CIVIL SVC APPS	216.00	1,161.08		
BOONE VALLEY BREWING	SIDEWALK REIMB-[REDACTED]		702.00		
BRAD VOTE	SIDEWALK REIMB-[REDACTED]		624.00		
CAFFREY WHOLESALE INC	PARADE CANDY		262.80		

Council open Bills

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

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
CAPITAL CITY EQUIPMENT CO	LIFT RENTAL-PEOPLE LIGHTS		380.00		
CENTRAL IOWA DISTRIBUTING	SUPPLIES-WWTP		379.00		
CENTURYLINK	PW DSL		44.35		
CONDON'S SERVICES LTD	TIRE REPAIR		15.00		
CREATIVE SVCS OF NEW ENGLAND	JR OFFICER STICKERS		195.95		
CULLIGAN OF BOONE	COOLER RENTAL	18.10			
CULLIGAN OF BOONE	LAB WATER	40.00	58.10		
DONALD C MILLER	PEST CONTROL-CITY HALL	90.00			
DONALD C MILLER	PEST CONTROL-FRC	90.00	180.00		
DATA TECHNOLOGIES, INCE	SUMMIT TRAINING [REDACTED]		95.00		
DESIGN ALLIANCE	SERVICES-P WKS FACILITY		1,046.43		
DIAMOND VOGEL PAINTS	CREDIT MEMO	42.95-			
DIAMOND VOGEL PAINTS	STREET PAINT	195.51	152.56		
DICK'S FIRE EX	INSPECT-FRC	70.00			
DICK'S FIRE EX	FIRE EXTING RECHARGE	25.00	95.00		
FBG SERVICE CORPORATION	CLEANING SVC/C HALL-SEPT 14		694.00		
GALLS LLC	[REDACTED] CLOTH ALLOW	137.50			
GALLS LLC	[REDACTED] CLOTH ALLOW	69.60	207.10		
GOVCONNECTION INC	PRO-PRINTER-QTY 2	191.04			
GOVCONNECTION INC	SERVER-PD	1,069.57			
GOVCONNECTION INC	SERVER-PD	6,272.77			
GOVCONNECTION INC	SERVER-PD	6,272.77	13,806.15		
HACH COMPANY	LAB TESTS		97.47		
HAMILTON REDI-MIX	WATER MAIN RPRS [REDACTED]	446.25			
HAMILTON REDI-MIX	WATER MAIN RPRS [REDACTED]	549.00			
HAMILTON REDI-MIX	WATER MAIN RPRS [REDACTED]	525.00			
HAMILTON REDI-MIX	WATER MAIN RPRS [REDACTED]	1,006.50			
HAMILTON REDI-MIX	WATER MAIN RPRS [REDACTED]	420.00			
HAMILTON REDI-MIX	WATER MAIN RPRS [REDACTED]	396.50	3,343.25		
HD SUPPLY FACILITIES MAINT	WATER METERS	2,492.20			
HD SUPPLY FACILITIES MAINT	LOCATE PAINT	157.13	2,649.33		
DJR HOLDING CORP	TIRES-95 PIERCE		1,260.00		
IOWA IAEI	CONF REG-[REDACTED]		130.00		
IA DIVISION OF LABOR SERVICES	ELEVATOR INSPECT-C HALL		175.00		
IOWA PLAINS SIGNING, INC	STREET PAINTING SVCS		10,225.98		
INT'L ASSOC ELECTRICAL INSPECT	MEMBERSHIP [REDACTED]		102.00		
KABEL BUSINESS SERVICES	FLEX CARD-QTY 1		18.00		
KEYSTONE LABORATORIES INC	LAB TESTS		222.00		
KRIZ-DAVIS COMPANY	PERSONAL PROT EQUIP	93.35			
KRIZ-DAVIS COMPANY	REPAIRS-PEOPLE LIGHTS	458.00			
KRIZ-DAVIS COMPANY	CREDIT MEMO-PEOPLE LIGHTS	458.00-	93.35		
KRUCK PLUMBING & HEATING	A/C REPAIRS-TODDLER RM		932.90		
KWBG	ADV CONTRACT-AUG		325.00		
LUCA A WEIGAL	MOWING SVCS-QTY 4	200.00			
LUCA A WEIGAL	MOWING SVCS-QTY 14	1,000.00			
LUCA A WEIGAL	PROP CLEANUP-QTY 5	205.00	1,405.00		
MARTIN MARIETTA AGGREGATE	MATERIALS-ALLEY MAINT	662.02			
MARTIN MARIETTA AGGREGATE	MATERIALS-ALLEY MAINT	179.07	841.09		
ROGER & JANE MARTIN	FUEL		14,938.79		
MASTER METER SYSTEMS	METER READING SUPPORT/MAINT		1,500.00		
MOELLER ELECTRIC	SCREEN PRESS REPAIRS-WWTP	162.50			
MOELLER ELECTRIC	SCREEN PRESS REPAIRS-WWTP	385.00			
MOELLER ELECTRIC	PUMP MAINT-WWTP	97.50			
MOELLER ELECTRIC	MOTOR MAINT-WWTP	397.50	1,042.50		

VENDOR NAME	REFERENCE	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
MOFFITT'S INC	REPAIRS-11 FORD F250		131.73		
MUNICIPAL SUPPLY CO	WATER MAIN REPAIRS		374.00		
MUTUAL OF OMAHA	[REDACTED] PREMIUM		264.32		
NORLAB INC	DYE PACKETS		77.50		
NOTARY ROTARY	NOTARY STAMP [REDACTED]		15.95		
O'REILLY AUTOMOTIVE STORES INC	REPAIRS-JD LOADER		12.99		
PRITCHARD BROS PLUMBING	A/C CONTROL BOARD		524.60		
PROBUILD NORTH LLC	INTAKE REPAIRS-7TH/CLINTON	58.56			
PROBUILD NORTH LLC	REPAIR SUPPLIES	49.04			
PROBUILD NORTH LLC	REPAIR SUPPLIES	105.84	213.44		
QUICK OIL CO	PROPANE	1,644.88			
QUICK OIL CO	PROPANE	460.99			
QUICK OIL CO	PROPANE	1,347.81	3,453.68		
REESE ELECTRIC	ELECTRIC MOTOR REPAIR		181.05		
RICHARD O GROVE	[REDACTED] <i>medical</i>		220.45		
ROSE CONSTRUCTION	DEMO RETAINAGE [REDACTED]		1,000.00		
SKUNK RIVER SPORTS	SUPPLIES-PD		49.98		
STECKER CONCRETE	ADA RAMP-10TH/MONONA	800.00			
STECKER CONCRETE	STREET PATCH-1125 BOONE	2,500.00	3,300.00		
STEVEN PEASLEY	[REDACTED] <i>medical</i>		609.33		
STOREY KENWORTHY	SHREDDER	1,856.94			
STOREY KENWORTHY	NAME PLATE [REDACTED]	34.55			
STOREY KENWORTHY	OFFICE SUPPLIES	16.00			
STOREY KENWORTHY	MISC OFFICE SUPPLIES	44.25			
STOREY KENWORTHY	COPY PAPER	92.97	2,044.71		
TOTAL CHOICE SHIPPING	SHIPPING-GAS METER	24.95			
TOTAL CHOICE SHIPPING	SHIPPING-WATER SAMPLES	20.79			
TOTAL CHOICE SHIPPING	SHIPPING-GAS METER	25.50	71.24		
ACCURACY INC	AMMO		1,785.00		
UNIFORM DEN INC	JR POLICE BADGES		403.39		
DOUGLAS K VAN DYKE	PROPERTY APPRAISAL	400.00			
DOUGLAS K VAN DYKE	PROPERTY APPRAISAL	400.00	800.00		
VERIZON WIRELESS SERVICES LLC	WIRELESS INTERNET-PD		280.17		
W L CONSTRUCTION SUPPLY	BLADES		139.90		
WALTERS SANITARY SERVICE INC	WASTE REMOVAL/C HALL-AUG 14	61.08			
WALTERS SANITARY SERVICE INC	WASTE REMOVAL/WTP-AUG 14	130.00			
WALTERS SANITARY SERVICE INC	WASTE REMOVAL/WWTP-AUG 14	292.70	483.78		
**** OPEN	TOTAL ****		138,298.41		
*****	REPORT TOTAL *****		138,298.41		

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
37 AIR LIQUIDE INDUSTRIAL US							
56477039	1	600	9/16/2014	CHEMICALS	2684.99	600-811-6501	CHEMICALS
** VENDOR TOTAL **					2684.99	.00	2684.99
39 ALBERT BEHLING							
090914	1	112	9/16/2014	8-9 MEDICAP	7.00	112-930-6150	GROUP INSURANCE PAYMENTS
090914	2	112	9/16/2014	8-22 MEDICAP	143.48	112-930-6150	GROUP INSURANCE PAYMENTS
090914	3	112	9/16/2014	8-25 MEDICAP	27.47	112-930-6150	GROUP INSURANCE PAYMENTS
090914	4	112	9/16/2014	8-13 BO CO FAM MED	42.00	112-930-6150	GROUP INSURANCE PAYMENTS
090914	5	112	9/16/2014	8-27 BO CO FAM MED	42.00	112-930-6150	GROUP INSURANCE PAYMENTS
** TOTAL **					261.95	.00	261.95
** VENDOR TOTAL **					261.95	.00	261.95
45 ALLIANT ENERGY							
090914A	1	110	9/16/2014	TRAFFIC LIGHTS	348.82	110-240-6371	TRAFFIC UTILITIES
090914A	2	110	9/16/2014	STREET LIGHTS	12456.78	110-230-6371	STREET LIGHTING
090914A	3	001	9/16/2014	SIRENS	35.12	001-620-6371	UTILITIES/SIRENS/CIVIL DF
090914A	4	001	9/16/2014	POOL	4940.03	001-435-6371	UTILITIES
090914A	5	001	9/16/2014	CITY HALL	2489.83	001-650-6371	UTILITIES
090914A	6	110	9/16/2014	CITY SHED	526.85	110-210-6371	UTILITIES
090914A	7	600	9/16/2014	WATER	19439.11	600-811-6371	UTILITIES
090914A	8	610	9/16/2014	SEWER	13966.94	610-816-6371	UTILITIES
090914A	9	001	9/16/2014	CEMETERY	190.08	001-450-6371	UTILITIES
** TOTAL **					54393.56	.00	54393.56
090914B	1	110	9/16/2014	6TH/STORY-TRAFFIC LIGHTS	86.82	110-240-6371	TRAFFIC UTILITIES
090914B	2	110	9/16/2014	8TH ST ALLEY-STREET LIGHTS	409.46	110-230-6371	STREET LIGHTING
090914B	3	001	9/16/2014	19TH/CRAWFORD-SIRENS	17.22	001-620-6371	UTILITIES/SIRENS/CIVIL DF
090914B	4	001	9/16/2014	211 MAIN-SIRENS	18.46	001-620-6371	UTILITIES/SIRENS/CIVIL DF
** TOTAL **					531.96	.00	531.96
090914C	1	001	9/16/2014	UTILITIES-PD	1322.32	001-110-6371	UTILITIES
** VENDOR TOTAL **					56247.84	.00	56247.84
86 ARNOLD MOTOR SUPPLY							
8-244468	1	600	9/16/2014	SOCKET	5.99	600-812-6599	SUPPLIES
8-244536	1	610	9/16/2014	AIR FILTER	7.85	610-816-6350	REPAIRS
8-244721	1	001	9/16/2014	REPAIRS-95 PIERCE	30.84	001-150-6332	REPAIRS
8-244775	1	001	9/16/2014	CREDIT MEMO	15.42	001-150-6332	REPAIRS
8-244789	1	001	9/16/2014	PARTS	15.42	001-150-6332	REPAIRS
8-245085	1	110	9/16/2014	SWEEPER REPAIRS	93.46	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-245153	1	110	9/16/2014	PARTS	4.72	110-210-6350	REPAIRS-EQUIP/MECHANIC

Council Open Bills

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
86 ARNOLD MOTOR SUPPLY							
8-245160	1	110	9/16/2014	PARTS	4.72	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-245217	1	110	9/16/2014	PARTS-CHEVY TRK	10.80	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-245501	1	110	9/16/2014	BATTERY	92.89	110-210-6350	REPAIRS-EQUIP/MECHANIC
8-245669	1	610	9/16/2014	TOOLS	29.18	610-816-6350	REPAIRS
8-245900	1	001	9/16/2014	REPAIRS-13 CHEVY TRK	26.15	001-150-6332	REPAIRS
8-246042	1	110	9/16/2014	SUPPLIES	38.20	110-240-6350	TRAFFIC REPAIRS
8-246156	1	001	9/16/2014	REPAIRS-11 TAHOE	37.59	001-150-6332	REPAIRS
8-246247	1	110	9/16/2014	PARTS-CHEVY TRK	8.66	110-210-6350	REPAIRS-EQUIP/MECHANIC
** VENDOR TOTAL **					391.05	.00	391.05
178 BOONE COUNTY RECORDER							
142882	1	307	9/16/2014	1004 STORY DEED	12.00	307-750-6750	DEMOLITION
** VENDOR TOTAL **					12.00	.00	12.00
206 BOONE NEWS REPUBLICAN							
090914	1	001	9/16/2014	SUBSCRIPTION-BLDG	120.00	001-170-6220	MEMBERSHIPS/SUBSCRIPTIONS
267601	1	001	9/16/2014	7-21 COUNCIL PROCEEDS	186.87	001-620-6414	PUBLICATIONS
270510	1	001	9/16/2014	ZBA NOTICE	256.75	001-170-6599	PLAN & ZONING ADMINIS
271773	1	110	9/16/2014	RFP P WKS EQUIP	19.62	110-211-6414	PUBLICATIONS (RADIO/PAPER)
274218	1	001	9/16/2014	CIVIL SVC APPS	216.00	001-110-6599	POLICE EQUIP/SUPPLIES
274713	1	001	9/16/2014	8-4 COUNCIL PROCEEDS	145.84	001-620-6414	PUBLICATIONS
277183	1	001	9/16/2014	CIVIL SVC APPS	216.00	001-110-6599	POLICE EQUIP/SUPPLIES
** VENDOR TOTAL **					1161.08	.00	1161.08
216 CAPITAL CITY EQUIPMENT							
2710B	1	110	9/16/2014	LIFT RENTAL-PEOPLE LIGHTS	380.00	110-240-6350	TRAFFIC REPAIRS
** VENDOR TOTAL **					380.00	.00	380.00
269 CAFFREY WHOLESALE INC							
66117	1	168	9/16/2014	PARADE CANDY	262.80	168-150-6499	FIRE TRUST ACCOUNT
** VENDOR TOTAL **					262.80	.00	262.80

312 CENTRAL IA DISTRIBUTING

INVOICE	LN	DIST	DUE DATE	REFERENCE	AMOUNT	GL ACCT NO	GL TITLE
				312 CENTRAL IA DISTRIBUTING			
111825	1	610	9/16/2014	SUPPLIES-WWTP	379.00	610-816-6599	MISCELLANEOUS
				** VENDOR TOTAL **	379.00	.00	379.00
				379 CONDONS SERVICES LTD			
3116	1	001	9/16/2014	TIRE REPAIR	15.00	001-110-6332	REPAIRS/CARS
				** VENDOR TOTAL **	15.00	.00	15.00
				422 CULLIGAN WATER CONDITIONI			
090914	1	610	9/16/2014	COOLER RENTAL	18.10	610-816-6490	LAB TESTS
147367	1	610	9/16/2014	LAB WATER	40.00	610-816-6490	LAB TESTS
				** VENDOR TOTAL **	58.10	.00	58.10
				429 D & D PEST CONTROL			
4425	1	001	9/16/2014	PEST CONTROL-CITY HALL	90.00	001-650-6499	SERVICES/PEST CONTROL
4427	1	730	9/16/2014	PEST CONTROL-FRC	90.00	730-899-6499	SERVICES
				** VENDOR TOTAL **	180.00	.00	180.00
				450 DATA TECHNOLOGIES INC			
090914	1	001	9/16/2014	SUMMIT TRAINING-ELMQUIST	95.00	001-620-6240	TRAVEL/CONFERENCE EXPENSE
				** VENDOR TOTAL **	95.00	.00	95.00
				487 DIAMOND VOGEL PAINTS			
203186498	1	110	9/16/2014	CREDIT MEMO	42.95-	110-210-6599	SUPPLIES
203186573	1	110	9/16/2014	STREET PAINT	195.51	110-210-6599	SUPPLIES
				** VENDOR TOTAL **	152.56	.00	152.56
				488 DICK'S FIRE EXTINGUISHER			
17493	1	730	9/16/2014	INSPECT-FRC	70.00	730-899-6499	SERVICES
17502	1	001	9/16/2014	FIRE EXTING RECHARGE	25.00	001-150-6504	EQUIPMENT
				** VENDOR TOTAL **	95.00	.00	95.00
				495 IA DIVISION OF LABOR SERV			
24047	1	001	9/16/2014	ELEVATOR INSPECT-C HALL	175.00	001-650-6490	SERVICES/CITY HALL
				** VENDOR TOTAL **	175.00	.00	175.00
				645 GALLS INC			
002319232	1	001	9/16/2014	BARBER-CLOTH ALLOW	137.50	001-110-6181	CLOTHING ALLOWANCE
002340744	1	001	9/16/2014	BARBER-CLOTH ALLOW	69.60	001-110-6181	CLOTHING ALLOWANCE

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

645 GALLS INC							
				** VENDOR TOTAL **	207.10	.00	207.10
090914	1	112	9/16/2014	695 RICHARD O GROVE 9-3 HYVEE RX	220.45	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	220.45	.00	220.45
8985693	1	600	9/16/2014	702 HACH COMPANY LAB TESTS	97.47	600-812-6490	LAB ANALYSIS/STATE
				** VENDOR TOTAL **	97.47	.00	97.47
090914	1	600	9/16/2014	887 AWWA IA SECTION CONF REG-MARTIN	220.00	600-811-6240	TRAVEL/CONFERENCE EXPENSE
				** VENDOR TOTAL **	220.00	.00	220.00
25960	1	110	9/16/2014	895 IA PLAINS SIGNING INC STREET PAINTING SVCS	10225.98	110-210-6499	MISC CONTRACT WORK
				** VENDOR TOTAL **	10225.98	.00	10225.98
1X07243	1	610	9/16/2014	1022 KEYSTONE LABORATORIES INC LAB TESTS	222.00	610-816-6490	LAB TESTS
				** VENDOR TOTAL **	222.00	.00	222.00
S100824977	1	110	9/16/2014	1047 KRIZ-DAVIS COMPANY PERSONAL PROT EQUIP	93.35	110-210-6599	SUPPLIES
S100922157	1	110	9/16/2014	REPAIRS-PEOPLE LIGHTS	458.00	110-240-6350	TRAFFIC REPAIRS
S100922160	1	110	9/16/2014	CREDIT MEMO-PEOPLE LIGHTS	458.00-	110-240-6350	TRAFFIC REPAIRS
				** VENDOR TOTAL **	93.35	.00	93.35
53593	1	121	9/16/2014	1049 KRUCK PLUMBING & HEATING A/C REPAIRS-TODDLER RM	932.90	121-899-6599	FRC BUILDING IMPROVEMENTS
				** VENDOR TOTAL **	932.90	.00	932.90
IN11408465	1	110	9/16/2014	1057 KWBG ADV CONTRACT-AUG	162.50	110-211-6414	PUBLICATIONS (RADIO/PAPER)
IN11408465	2	001	9/16/2014	ADV CONTRACT-AUG	162.50	001-620-6414	PUBLICATIONS
				** TOTAL **	325.00	.00	325.00
				** VENDOR TOTAL **	325.00	.00	325.00
13715471	1	110	9/16/2014	1167 MARTIN MARIETTA AGGREGATE MATERIALS-ALLEY MAINT	662.02	110-210-6507	GRAVEL

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

1167 MARTIN MARIETTA AGGREGATE							
13769064	1	110	9/16/2014	MATERIALS-ALLEY MAINT	179.07	110-210-6507	GRAVEL
** VENDOR TOTAL **					841.09	.00	841.09
1168 MARTIN OIL							
42973	1	110	9/16/2014	FUEL	2662.09	110-210-6331	GAS & OIL
42973	2	600	9/16/2014	FUEL	407.83	600-811-6331	GAS AND OIL
42973	3	600	9/16/2014	FUEL	1045.72	600-812-6331	GAS & OIL
42973	4	001	9/16/2014	FUEL	240.51	001-170-6331	GAS & OIL
42973	5	001	9/16/2014	FUEL	28.38	001-620-6240	TRAVEL/CONFERENCE EXPENSE
42973	6	001	9/16/2014	FUEL	1605.92	001-430-6331	GAS & OIL
42973	7	001	9/16/2014	FUEL	1716.47	001-450-6331	GAS & OIL
42973	8	001	9/16/2014	FUEL	5709.61	001-110-6331	GAS & OIL
42973	9	001	9/16/2014	FUEL	666.27	001-150-6331	GAS & OIL
42973	10	610	9/16/2014	FUEL	533.31	610-817-6331	GAS AND OIL
42973	11	610	9/16/2014	FUEL	322.68	610-816-6331	GAS/OIL
** TOTAL **					14938.79	.00	14938.79
** VENDOR TOTAL **					14938.79	.00	14938.79
1278 MOELLER ELECTRIC							
406	1	610	9/16/2014	SCREEN PRESS REPAIRS-WWTP	162.50	610-816-6350	REPAIRS
411	1	610	9/16/2014	SCREEN PRESS REPAIRS-WWTP	385.00	610-816-6350	REPAIRS
413	1	610	9/16/2014	PUMP MAINT-WWTP	97.50	610-816-6350	REPAIRS
414	1	610	9/16/2014	MOTOR MAINT-WWTP	397.50	610-816-6350	REPAIRS
** VENDOR TOTAL **					1042.50	.00	1042.50
1279 MOFFITTS INC							
247549	1	110	9/16/2014	REPAIRS-11 FORD F250	131.73	110-210-6350	REPAIRS-EQUIP/MECHANIC
** VENDOR TOTAL **					131.73	.00	131.73
1297 MUNICIPAL SUPPLY COMPANY							
0568500-IN	1	600	9/16/2014	WATER MAIN REPAIRS	374.00	600-812-6498	REPAIRS
** VENDOR TOTAL **					374.00	.00	374.00
1337 NORLAB INC							
73687	1	600	9/16/2014	DYE PACKETS	38.75	600-810-6599	MISCELLANEOUS
73687	2	610	9/16/2014	DYE PACKETS	38.75	610-815-6599	MISC REFUNDS/NSF FEE
** TOTAL **					77.50	.00	77.50
** VENDOR TOTAL **					77.50	.00	77.50
1349 O'REILLY AUTOMOTIVE STORE							
0351477658	1	110	9/16/2014	REPAIRS-JD LOADER	12.99	110-210-6350	REPAIRS-EQUIP/MECHANIC

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

1349 O'REILLY AUTOMOTIVE STORE							
				** VENDOR TOTAL **	12.99	.00	12.99
1389 STEVEN PEASLEY							
091014	1	112	9/16/2014	8-15 MEDICAP	549.10	112-930-6150	GROUP INSURANCE PAYMENTS
091014	2	112	9/16/2014	8-15 MEDICAP	60.23	112-930-6150	GROUP INSURANCE PAYMENTS
				** TOTAL **	609.33	.00	609.33
				** VENDOR TOTAL **	609.33	.00	609.33
1440 PRITCHARD BROS PLUMBING							
10416	1	121	9/16/2014	A/C CONTROL BOARD	524.60	121-899-6599	FRC BUILDING IMPROVEMENTS
				** VENDOR TOTAL **	524.60	.00	524.60
1454 CENTURYLINK							
090914	1	110	9/16/2014	PW DSL	44.35	110-211-6373	TELEPHONE
				** VENDOR TOTAL **	44.35	.00	44.35
1484 REESE ELECTRIC							
188825	1	610	9/16/2014	ELECTRIC MOTOR REPAIR	181.05	610-816-6350	REPAIRS
				** VENDOR TOTAL **	181.05	.00	181.05
1538 ROSE CONSTRUCTION							
1101	1	307	9/16/2014	DEMO RETAINAGE-728 LINCOLN	1000.00	307-750-6750	DEMOLITION
				** VENDOR TOTAL **	1000.00	.00	1000.00
1787 UNIFORM DEN INC							
83665	1	001	9/16/2014	JR POLICE BADGES	403.39	001-110-6599	POLICE EQUIP/SUPPLIES
				** VENDOR TOTAL **	403.39	.00	403.39
1822 VERIZON WIRELESS							
9731052012	1	001	9/16/2014	WIRELESS INTERNET-PD	280.17	001-110-6373	TELEPHONE
				** VENDOR TOTAL **	280.17	.00	280.17
1848 WALTERS SANITARY SERVICE							
48K28702	1	001	9/16/2014	WASTE REMOVAL/C HALL-AUG 14	61.08	001-650-6371	UTILITIES
48X40951	1	600	9/16/2014	WASTE REMOVAL/WTP-AUG 14	130.00	600-811-6372	LANDFILL/USERS FEES
48X40952	1	610	9/16/2014	WASTE REMOVAL/WWTP-AUG 14	292.70	610-816-6372	LANDFILL/USERS FEES
				** VENDOR TOTAL **	483.78	.00	483.78
1938 SKUNK RIVER SPORTS							
20932	1	001	9/16/2014	SUPPLIES-PD	49.98	001-110-6599	POLICE EQUIP/SUPPLIES

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

1938 SKUNK RIVER SPORTS							
** VENDOR TOTAL **					49.98	.00	49.98
1963 BOONE HARDWARE							
855408	1	110	9/16/2014	BATTERIES	19.18	110-210-6599	SUPPLIES
856478	1	110	9/16/2014	SUPPLIES	7.99	110-210-6599	SUPPLIES
856648	1	600	9/16/2014	METER PARTS	22.35	600-812-6727	METERS
856814	1	110	9/16/2014	SUPPLIES	7.68	110-210-6599	SUPPLIES
857646	1	110	9/16/2014	SUPPLIES	4.98	110-240-6350	TRAFFIC REPAIRS
857686	1	110	9/16/2014	SUPPLIES	9.96	110-240-6350	TRAFFIC REPAIRS
857889	1	600	9/16/2014	SUPPLIES	8.48	600-812-6498	REPAIRS
858020	1	110	9/16/2014	SHOP SUPPLIES	25.47	110-210-6599	SUPPLIES
858617	1	610	9/16/2014	SHOP SUPPLIES	20.25	610-816-6350	REPAIRS
858637	1	110	9/16/2014	SHOP SUPPLIES	5.49	110-240-6350	TRAFFIC REPAIRS
859911	1	001	9/16/2014	PAINT SUPPLIES	3.99	001-150-6310	BUILDING MAINTENANCE
** VENDOR TOTAL **					135.82	.00	135.82
1987 BOESEN CARE LAWN SERVICE							
15766	1	367	9/16/2014	SEEDING-S MARSHALL	1695.00	367-750-6762	S MARSHALL CONSTRUCTION
** VENDOR TOTAL **					1695.00	.00	1695.00
2000 INT ASSOC ELECTRICAL INSP							
091014	1	001	9/16/2014	MEMBERSHIP-HIGGINS	102.00	001-170-6220	MEMBERSHIPS/SUBSCRIPTIONS
** VENDOR TOTAL **					102.00	.00	102.00
2129 TOTAL CHOICE SHIPPING							
66814	1	610	9/16/2014	SHIPPING-GAS METER	24.95	610-816-6350	REPAIRS
66822	1	600	9/16/2014	SHIPPING-WATER SAMPLES	20.79	600-811-6490	LAB ANALYIS - STATE
66931	1	610	9/16/2014	SHIPPING-GAS METER	25.50	610-816-6350	REPAIRS
** VENDOR TOTAL **					71.24	.00	71.24
2396 HEARTLAND TIRE & AUTO							
106826	1	121	9/16/2014	TIRES-95 PIERCE	1260.00	121-150-6504	FIRE/MISC
** VENDOR TOTAL **					1260.00	.00	1260.00
2596 STECKER CONCRETE							

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

				2596 STECKER CONCRETE			
1017	1	110	9/16/2014	ADA RAMP-10TH/MONONA	800.00	110-210-6490	ADA SIDEWALK/RESIDENTIAL
1173	1	110	9/16/2014	STREET PATCH-1125 BOONE	2500.00	110-210-6499	MISC CONTRACT WORK
				** VENDOR TOTAL **	3300.00	.00	3300.00

				2706 BOONE ACE HARDWARE			
32098/2	1	110	9/16/2014	SUPPLIES-PUFFERBILLY	74.80	110-240-6350	TRAFFIC REPAIRS
32208/2	1	001	9/16/2014	SUPPLIES-C HALL	45.99	001-650-6599	MISCELLANEOUS
32468/2	1	110	9/16/2014	SUPPLIES	24.98	110-240-6350	TRAFFIC REPAIRS
32486/2	1	610	9/16/2014	SUPPLIES	6.80	610-816-6350	REPAIRS
				** VENDOR TOTAL **	152.57	.00	152.57

				2712 STOREY KENWORTHY			
PINV216754	1	121	9/16/2014	SHREDDER	1799.99	121-620-6419	COMPUTER SYSTEM & FURNITURE/
PINV216754	2	001	9/16/2014	OFFICE SUPPLIES	14.24	001-620-6506	SUPPLIES/OFFICE
PINV216754	3	600	9/16/2014	OFFICE SUPPLIES	14.24	600-810-6506	SUPPLIES/OFFICE
PINV216754	4	610	9/16/2014	OFFICE SUPPLIES	14.24	610-815-6506	SUPPLIES/OFFICE
PINV216754	5	110	9/16/2014	OFFICE SUPPLIES	14.23	110-211-6506	SUPPLIES/OFFICE
				** TOTAL **	1856.94	.00	1856.94
PINV223516	1	001	9/16/2014	NAME PLATE-CROOKS	8.64	001-620-6506	SUPPLIES/OFFICE
PINV223516	2	110	9/16/2014	NAME PLATE-CROOKS	8.64	110-211-6506	SUPPLIES/OFFICE
PINV223516	3	600	9/16/2014	NAME PLATE-CROOKS	8.64	600-810-6506	SUPPLIES/OFFICE
PINV223516	4	610	9/16/2014	NAME PLATE-CROOKS	8.63	610-815-6506	SUPPLIES/OFFICE
				** TOTAL **	34.55	.00	34.55
PINV224194	1	001	9/16/2014	OFFICE SUPPLIES	16.00	001-110-6506	SUPPLIES/OFFICE
PINV224623	1	001	9/16/2014	MISC OFFICE SUPPLIES	11.06	001-620-6506	SUPPLIES/OFFICE
PINV224623	2	600	9/16/2014	MISC OFFICE SUPPLIES	11.06	600-810-6506	SUPPLIES/OFFICE
PINV224623	3	610	9/16/2014	MISC OFFICE SUPPLIES	11.06	610-815-6506	SUPPLIES/OFFICE
PINV224623	4	110	9/16/2014	MISC OFFICE SUPPLIES	11.07	110-211-6506	SUPPLIES/OFFICE
				** TOTAL **	44.25	.00	44.25
PINV22462A	1	110	9/16/2014	COPY PAPER	9.30	110-211-6506	SUPPLIES/OFFICE
PINV22462A	2	001	9/16/2014	COPY PAPER	9.30	001-620-6506	SUPPLIES/OFFICE
PINV22462A	3	600	9/16/2014	COPY PAPER	29.75	600-810-6506	SUPPLIES/OFFICE
PINV22462A	4	610	9/16/2014	COPY PAPER	29.75	610-815-6506	SUPPLIES/OFFICE
PINV22462A	5	001	9/16/2014	COPY PAPER	7.44	001-170-6506	SUPPLIES/OFFICE
PINV22462A	6	001	9/16/2014	COPY PAPER	7.43	001-150-6506	SUPPLIES/OFFICE
				** TOTAL **	92.97	.00	92.97
				** VENDOR TOTAL **	2044.71	.00	2044.71

				2740 HD SUPPLY WATERWORKS LTD			
C768403	1	610	9/16/2014	WATER METERS	2492.20	610-817-6504	METERS

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

2740 HD SUPPLY WATERWORKS LTD							
C881302	1	600	9/16/2014	LOCATE PAINT	157.13	600-812-6599	SUPPLIES
				** VENDOR TOTAL **	2649.33	.00	2649.33
2762 VAN DYKE APPRAISALS							
1103	1	001	9/16/2014	PROPERTY APPRAISAL	400.00	001-170-6490	APPRAISALS/LEGAL FEES
1104	1	001	9/16/2014	PROPERTY APPRAISAL	400.00	001-170-6490	APPRAISALS/LEGAL FEES
				** VENDOR TOTAL **	800.00	.00	800.00
2819 KABEL BUSINESS SERVICES F							
201401854	1	112	9/16/2014	FLEX CARD-QTY 1	18.00	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	18.00	.00	18.00
2852 CREATIVE SERVICES OF NEW							
D14-08-950	1	167	9/16/2014	JR OFFICER STICKERS	195.95	167-110-6507	TOBACCO FUND
				** VENDOR TOTAL **	195.95	.00	195.95
2855 FBG SERVICE CORP							
724551	1	001	9/16/2014	CLEANING SVC/C HALL-SEPT 14	694.00	001-650-6409	CITY HALL CLEANING
				** VENDOR TOTAL **	694.00	.00	694.00
2861 QUICK OIL COMPANY							
11297	1	600	9/16/2014	PROPANE	1644.88	600-811-6379	PROPANE
11298	1	600	9/16/2014	PROPANE	460.99	600-811-6379	PROPANE
31908	1	600	9/16/2014	PROPANE	1347.81	600-811-6379	PROPANE
				** VENDOR TOTAL **	3453.68	.00	3453.68
2975 PROBUILD NORTH LLC							
654063	1	740	9/16/2014	INTAKE REPAIRS-7TH/CLINTON	58.56	740-865-6324	DRAINAGE IMPROVEMENTS
654080	1	740	9/16/2014	REPAIR SUPPLIES	49.04	740-865-6320	GROUNDS MAINT & REPAIRS
654192	1	001	9/16/2014	REPAIR SUPPLIES	105.84	001-450-6321	BUILD/GROUNDS
				** VENDOR TOTAL **	213.44	.00	213.44
3063 GOVCONNECTION INC							
51690911	1	121	9/16/2014	PRO-PRINTER-QTY 2	191.04	121-210-6499	SIDEWALK REIMBURSEMENT
51695164	1	121	9/16/2014	SERVER-PD	1069.57	121-110-6504	POLICE/MISC
51704907	1	121	9/16/2014	SERVER-PD	6272.77	121-110-6504	POLICE/MISC

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

3063 GOVCONNECTION INC							
51715485	1	121	9/16/2014	SERVER-PD	6272.77	121-110-6504	POLICE/MISC
** VENDOR TOTAL **					13806.15	.00	13806.15
3069 HAMILTON REDI-MIX							
19236	1	110	9/16/2014	WATER MAIN RPRS-1ST/JACKSON	446.25	110-210-6399	REPAIRS-STREET
19257	1	110	9/16/2014	WATER MAIN RPRS-622 W 8TH	549.00	110-210-6399	REPAIRS-STREET
19314	1	110	9/16/2014	WATER MAIN RPRS-COLLEGE/FAN	525.00	110-210-6399	REPAIRS-STREET
19330	1	110	9/16/2014	WATER MAIN RPRS-20TH/MARSHAL	1006.50	110-210-6399	REPAIRS-STREET
19351	1	110	9/16/2014	WATER MAIN RPRS-COLLEGE/MAIN	420.00	110-210-6399	REPAIRS-STREET
19528	1	110	9/16/2014	WATER MAIN RPRS-7TH	396.50	110-210-6399	REPAIRS-STREET
** VENDOR TOTAL **					3343.25	.00	3343.25
3088 MASTER METER SYSTEMS							
0066346-IN	1	600	9/16/2014	METER READING SUPPORT/MAINT	1500.00	600-812-6727	METERS
** VENDOR TOTAL **					1500.00	.00	1500.00
3214 ACCESS SYSTEMS LEASING							
15738654	1	001	9/16/2014	RICOH COPIER SYSTEM	88.00	001-170-6506	SUPPLIES/OFFICE
15796466	1	001	9/16/2014	CITY HALL PRINTING CONTRACT	26.24	001-170-6506	SUPPLIES/OFFICE
15796466	2	001	9/16/2014	CITY HALL PRINTING CONTRACT	30.60	001-620-6599	MISC/MAINTENANCE AGREEMNT
15796466	3	600	9/16/2014	CITY HALL PRINTING CONTRACT	174.88	600-810-6506	SUPPLIES/OFFICE
15796466	4	610	9/16/2014	CITY HALL PRINTING CONTRACT	174.88	610-815-6506	SUPPLIES/OFFICE
15796466	5	110	9/16/2014	CITY HALL PRINTING CONTRACT	30.60	110-211-6506	SUPPLIES/OFFICE
** TOTAL **					437.20	.00	437.20
** VENDOR TOTAL **					525.20	.00	525.20
3330 LUCAS WEIGAL							
091014	1	001	9/16/2014	MOWING SVCS-QTY 4	200.00	001-198-6498	WEED/SNOW
091014A	1	001	9/16/2014	MOWING SVCS-QTY 14	1000.00	001-198-6498	WEED/SNOW
091014B	1	001	9/16/2014	PROP CLEANUP-QTY 5	205.00	001-198-6498	WEED/SNOW
** VENDOR TOTAL **					1405.00	.00	1405.00
3476 MUTUAL OF OMAHA							
091014	1	113	9/16/2014	LIFE/AD&D PREMIUM	20.65	113-620-6151	DENTAL PAYMENTS
091014	2	113	9/16/2014	LIFE/AD&D PREMIUM	8.26	113-170-6151	DENTAL INSURANCE/BLDG OFFL
091014	3	113	9/16/2014	LIFE/AD&D PREMIUM	45.43	113-210-6151	DENTAL INSURANCE/RUT
091014	4	113	9/16/2014	LIFE/AD&D PREMIUM	70.21	113-110-6151	DENTAL INSURANCE/POLICE

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

				3476 MUTUAL OF OMAHA			
091014	5	113	9/16/2014	LIFE/AD&D PREMIUM	37.17	113-150-6151	DENTAL INSURANCE/FIRE
091014	6	113	9/16/2014	LIFE/AD&D PREMIUM	16.52	113-430-6151	DENTAL INSURANCE/PARKS
091014	7	113	9/16/2014	LIFE/AD&D PREMIUM	4.13	113-450-6151	DENTAL INSURANCE/CEMETERY
091014	8	600	9/16/2014	LIFE/AD&D PREMIUM	18.58	600-810-6151	DENTAL INSURANCE/WATER
091014	9	610	9/16/2014	LIFE/AD&D PREMIUM	18.59	610-815-6151	DENTAL INSURANCE/SEWER
091014	10	113	9/16/2014	LIFE/AD&D PREMIUM	24.78	113-410-6151	DENTAL INSURANCE/LIBRARY
				** TOTAL **	264.32	.00	264.32
				** VENDOR TOTAL **	264.32	.00	264.32
				3552 ULTRAMAX			
147537	1	001	9/16/2014	AMMO	1785.00	001-110-6240	TRAVEL/CONF/TRAINING EXP
				** VENDOR TOTAL **	1785.00	.00	1785.00
				3563 AARP MEDICARE RX ENHANCED			
090914	1	112	9/16/2014	MEDICARE RX-BEHLING	134.60	112-930-6150	GROUP INSURANCE PAYMENTS
				** VENDOR TOTAL **	134.60	.00	134.60
				3569 DESIGN ALLIANCE			
203809	1	369	9/16/2014	SERVICES-P WKS FACILITY	1046.43	369-750-6407	PARK/PW BUILDING ENGINEERING
				** VENDOR TOTAL **	1046.43	.00	1046.43
				3615 IA CHAPTER IAEI			
091014	1	001	9/16/2014	CONF REG-HULL	130.00	001-170-6240	TRAVEL/CONFERENCE EXPENSE
				** VENDOR TOTAL **	130.00	.00	130.00
				3616 NOTARY ROTARY			
091014	1	001	9/16/2014	NOTARY STAMP-CROOKS	15.95	001-620-6506	SUPPLIES/OFFICE
				** VENDOR TOTAL **	15.95	.00	15.95
				3617 W L CONSTRUCTION SUPPLY			
4420	1	001	9/16/2014	BLADES	139.90	001-150-6504	EQUIPMENT
				** VENDOR TOTAL **	139.90	.00	139.90
				2028 BOONE VALLEY BREWING			
090914	1	121	9/16/2014	SIDEWALK REIMB-816 7TH	702.00	121-210-6499	SIDEWALK REIMBURSEMENT
				** VENDOR TOTAL **	702.00	.00	702.00
				2029 BRAD VOTE			
091014	1	121	9/16/2014	SIDEWALK REIMB-1520 W LINCOL	624.00	121-210-6499	SIDEWALK REIMBURSEMENT
				** VENDOR TOTAL **	624.00	.00	624.00
				** GRAND TOTAL **	138298.41	.00	138298.41



Alcohol Inspection Form

City of Boone
 923 8th Street
 Boone, IA 50036

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

The End Zone 1105 W. Mamie Eisenhower Boone, IA 50036
 Company/Applicant Address City, State/Zip

Gayla Bork
Jane Martin 515-432-1747 martinoilco@hotmail.com
 Primary Contact Name Phone e-mail

BC0029267 Oct 6, 2014
 License Number Expiration

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

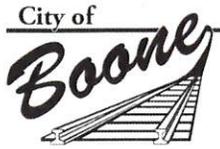
To ensure you meet the deadline for renewal you must schedule your inspection date with the Building Official's Office at (515) 433-0633 at least **30 days** in advance of your license expiration date. **Please have this form available at your inspection to be initialed by each department. Upon completion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

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

Jane Martin _____ 9/10/14
 Applicant Signature Co-Applicant Date

<i>OFFICE USE ONLY:</i>		
Following an investigation of persons and properties connected with this Beer or Liquor License application, we submit our opinion for the approval of this application to the Boone City Council.		
Boone Police Department (515) 432-3456	<input checked="" type="checkbox"/> no objection <input type="checkbox"/> object	<u>[Signature]</u> <u>9-10-14</u> Initials Date
Notes or comments:		
Boone Fire Department (515) 432-3446	<input checked="" type="checkbox"/> no objection <input type="checkbox"/> object	<u>[Signature]</u> <u>9/10/14</u> Initials Date
Notes or comments:		
Boone Building Official (515) 433-0633	<input checked="" type="checkbox"/> no objection <input type="checkbox"/> object	<u>[Signature]</u> <u>10 Sep 14</u> Initials Date
Notes or comments:		

Final action by City Council: Approve Deny Date: _____



Alcohol Inspection Form

City of Boone
923 8th Street
Boone, IA 50036

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

Shenanigans 720 1/2 8th St Boone IA 50036
Company/Applicant Address City, State Zip

Xtreme Limousine, LLC
Kimberly Foster 515-298-0435 shenanigans2008@hotmail.com
Primary Contact Name Phone e-mail

LC 0636379
License Number Expiration

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

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

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

Kimberly Foster Applicant Signature
Co-Applicant
9/10/14 Date

Table with 3 rows for Boone Police Department, Boone Fire Department, and Boone Building Official. Each row includes contact info, objection checkboxes, initials, and date.

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



Alcohol Inspection Form

City of Boone
923 8th Street
Boone, IA 50036

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

L+M Gas + Grocery 320 W. Marie Eisenhower Ave. Boone, IA 50036
Company/Applicant Address City, State Zip

Maribeth Waldman 515.433.7888 lmgasgrocery@yahoo.com
Primary Contact Name Phone e-mail

LE 0002281 10/31/2014
License Number Expiration

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

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

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

[Signature] Co-Applicant 9/10/2014
Applicant Signature Date

Table with 3 rows for department approvals: Boone Police Department, Boone Fire Department, Boone Building Official. Each row includes contact info, objection checkboxes, initials, and date.

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



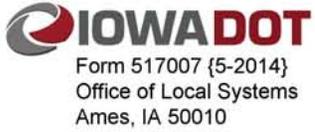
City Street Financial Report

City Name	City Number
BOONE	750

Fiscal Year
2014

Monthly Payment Sheet

Month	Road Use Tax Payments	Transfer of Jurisdictions Payments
JULY	\$103,685.05	
AUGUST	\$122,767.50	
SEPTEMBER	\$113,977.90	
OCTOBER	\$134,003.09	
NOVEMBER	\$95,736.85	
DECEMBER	\$99,770.80	
JANUARY	\$98,849.61	
FEBRUARY	\$120,198.80	
MARCH	\$118,794.92	
APRIL	\$80,554.13	
MAY	\$59,384.53	
JUNE	\$116,525.09	
Totals	\$1,264,248.27	



City Street Financial Report

City Name	City Number
BOONE	750

Fiscal Year
2014

Cover Sheet

Now therefore let it be resolved that the city council of BOONE, Iowa
(city name)

on 09/15/2014 did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2013 to June 30, 2014.
(year) (year)

Contact Information

Name	E-mail Address	Street Address	City	ZIP Code
LUKE NELSON	lnelson@city.boone.ia.us	923 8th Street	Boone	50036-0550
Hours	Phone	Extension	Alternate Phone	
8-5	(515) 432-4211	(000) 000-0109	(515) 432-0000	

Preparer Information

Name	E-mail Address	Phone	Extension
ONDREA ELMQUIST	oelmquist@city.boone.ia.us	(515) 432-4211	(000) 000-0104

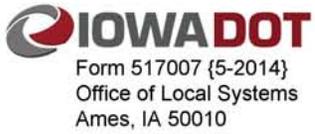
Mayor Information

Name	E-mail Address	Street Address	City	ZIP Code
John Slight	jslight@city.boone.ia.us	923 8th Street	Boone	50036-0000
Phone	Extension			
(515) 432-4211	(000) 000-0102			

Resolution Number 2276

John Slight
Signature Mayor

Luke Nelson
Signature City Clerk



City Street Financial Report

City Name	City Number
BOONE	750

Fiscal Year
2014

Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
Road Use Other Street Street Debt Totals
Tax Fund Monies

Column 1 Column 2 Column 3 Column 4
Road Use Other Street Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollar

Round Figures to Nearest Dollar

A. BEGINNING BALANCE				
1. July 1 Balance	321,218	430	237,892	559,540
2. Adjustments (Note on Explanation Sheet)				
3. Adjusted Balance	321,218	430	237,892	559,540
B. REVENUES				
1. Road Use Tax	1,264,248			1,264,248
2. Transfer of Jurisdictions Fund				
3. Property Taxes		327,469	190,065	517,534
4. Special Assessments		167,138	42,221	209,359
5. Miscellaneous		9,876	57,587	67,463
6. Proceeds from Bonds, Notes, and Loans				0
7. Interest Earned				
8. Total Revenues (Lines B1 thru B7)	1,264,248	504,483	289,873	2,058,604
C. Total Funds Available (Line A3 + Line B8)	1,585,466	504,913	527,765	2,618,144

EXPENSES				
D. Maintenance				
1. Roadway Maintenance	683,145	8,829		691,974
2. Snow and Ice Removal	38,713			38,713
E. Construction, Reconstruction and Improvements				
1. Engineering	13,593			13,593
2. Right of Way Purchased				
3. Street/Bridge Construction	89,878			89,878
4. Traffic Services	33,456	8,833		42,289
F. Administration				
	126,222			126,222
G. Equipment (Purchased or Leased)				
	59,182	203,807	192,825	455,814
H. Miscellaneous				
		319,617		319,617
J. Street Debt				
1. Bonds, Notes, and Loans - Principal Paid	31,500	167,138	290,462	489,100
2. Bonds, Notes and Loans - Interest Paid	3,951		44,478	48,429

TOTALS				
K. Total Expenses (Lines D thru J)	1,079,640	708,224	527,765	2,315,629
L. Ending Balance (Line C-K)	505,826	-203,311	0	302,515
M. Total Funds Accounted For (K + L = C)	1,585,466	504,913	527,765	2,618,144



City Street Financial Report

City Name	City Number
BOONE	750

Fiscal Year
2014

Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B5 on the Summary Statement Sheet) (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt	
195 Tax Increment Financing (TIF)		57,587	X
172 Labor & Services	1,047		X
174 Sales Tax / Local Option	8,829		X
Line B5 Totals	9,876	57,587	

Add Row

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See instructions)	Column 2 Other Street Monies	Column 3 Street Debt	
220 Insurance	319,617		X
Line H Totals	319,617		

Add Row



City Street Financial Report

City Name	City Number
BOONE	750

Fiscal Year
2014

Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1 or after	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30	
<input type="checkbox"/>	General Obligation	Street Improvements	102	07/01/2006	5,840,000	38%	2016	1,995,000	635,000	81,145	241,300	30,835	1,360,000	X
<input type="checkbox"/>	General Obligation	Street Improvements	103	04/16/2008	4,425,000	10%	2018	2,615,000	490,000	97,530	49,000	9,753	2,125,000	X
<input type="checkbox"/>	General Obligation	Street Improvements	110	10/01/2003	2,400,000	49%	2016	700,000	230,000	11,323	112,700	5,548	470,000	X
<input type="checkbox"/>	General Obligation	Equipment	401	05/24/2013	2,090,000	15%	2023	2,090,000	210,000	15,290	31,500	2,293	1,880,000	X
<input type="checkbox"/>	General Obligation	Street Improvements	109	01/01/2003	1,900,000	65%	2013	84,000	84,000		54,600		0	X
			New Bond Totals		0	0	Totals	7,484,000	1,649,000	205,288	489,100	48,429	5,835,000	

Add Row



City Street Financial Report

City Name	City Number
BOONE	750

Fiscal Year
2014

Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

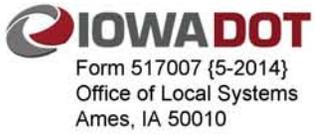
Section A Check here if there are no entries for this year

Line No.	1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)	
1	368	580,000	Roadway Construction	Yes	Industrial Park Road 2144 L.F. of pavement/reconstruction	X
2	367	675,000	Roadway Construction	Yes	South Marshall Street 305 Ft of pavement/reconstruction South of Prairie Ave to 1st	X

Add Row

Section B

Line No.	1. Project Number	Contract Work			City Labor				13. Total
		6. Contractor Name	7. Contract Price	8. Additions/Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	
1	368	Wicks Construction	539,644	4,815					544,459
2	367	Godbersen-Smith Construction	782,613	-26,784					755,829



City Street Financial Report

City Name	City Number
BOONE	750

Fiscal Year
2014

Road/Street Equipment Inventory Sheet

Check here if there are no reportable equipment

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost /Unit	6. Rental Cost /Unit	7. Used on Project this FY?	8. Status	
4802	2004	JD Skidloader	16,166			No	No Change	X
7065	2006	Chevy Silverado	23,297			No	No Change	X
9311	1993	Chevy Pickup 2500	4,500			No	No Change	X
3139	1999	Chevy Pickup 2500 4x4 (Red)	21,484			No	No Change	X
6315	2001	International Dumptruck 4300	74,524			No	No Change	X
0861	2001	International Dumptruck 4700	57,280			No	No Change	X
0860	2001	International Dumptruck 4700	68,888			No	No Change	X
7805	1998	Case 621B Loader	70,000			No	No Change	X
	2001	Sterling SC8000	110,685			No	Traded	X
2970	1997	JD 5400 Tractor	24,000			No	No Change	X
0095	2004	Chevy Silverado	22,173			No	No Change	X
3306	2004	International 4300 SBA 4x2	77,459			No	No Change	X
1791	1990	Case Backhoe	Unknown			No	No Change	X
9989	1994	International 4900 4x2	23,771			No	No Change	X
3215	2001	Dodge Ram 1500 (White) (3215)	21,407			No	No Change	X
7548	2006	International 7400 (vactor truck)	125,000			No	No Change	X
0199	2007	Ford 150	18,415			No	No Change	X
2302	2008	Ford 250	27,000			No	No Change	X
6314	2002	International 4300	33,392			No	No Change	X
0923	2012	International 4300	55,000			No	No Change	X
5925	2011	Ford F250 4x4	22,305			No	No Change	X
2269	2011	Elgin Pelican w/ Sno Plower	100,000			No	No Change	X
0189	2011	JD 3320	Unknown			No	No Change	X



City Street Financial Report

City Name	City Number
BOONE	750

Fiscal Year
2014

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used on Project this FY?	8. Status	
0132	2011	JD 3320	Unknown					No	No Change	X
2071	2013	Ford F250	23,917					No	No Change	X
3936	2013	International 4300 SBA 4X2	159,807					No	New	X
	2006	JD 624 J-Loader w/snow blower	130,000					No	Traded	X

Add Row



City Street Financial Report

City Name	City Number
BOONE	750

Fiscal Year
2014

Monthly Payment Sheet

Month	Road Use Tax Payments	Transfer of Jurisdictions Payments
JULY	\$103,685.05	
AUGUST	\$122,767.50	
SEPTEMBER	\$113,977.90	
OCTOBER	\$134,003.09	
NOVEMBER	\$95,736.85	
DECEMBER	\$99,770.80	
JANUARY	\$98,849.61	
FEBRUARY	\$120,198.80	
MARCH	\$118,794.92	
APRIL	\$80,554.13	
MAY	\$59,384.53	
JUNE	\$116,525.09	
Totals	\$1,264,248.27	

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2277

RESOLUTION ESTABLISHING AUTHORIZATION FOR JIM P. ROBBINS TO ACCEPT TAX CERTIFICATE 2013-13311 FROM BOONE COUNTY, IOWA, CONCERNING 1602 6TH ST., BOONE, IOWA LEGALLY DESCRIBED AS FOLLOWS:

LOT ELEVEN (11) IN BLOCK ONE HUNDRED NINETY-ONE (191) IN EIGHTH ADDITION TO BOONE, IOWA

WHEREAS, the city of Boone, Iowa intends to demolish the building located at the above address and a tax certificate has been obtained by Boone County, Iowa who has agreed to assign that Certificate to the City of Boone, Iowa.

WHEREAS, the City Council of the City of Boone, Iowa, needs to authorize Jim P. Robbins to accept and record the Assignment of Tax Certificate 2013-13311 from Boone County, Iowa to the City of Boone, Iowa, concerning the above-described property and to take all legal steps necessary to obtain ownership of said parcel in the City of Boone.

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

That Jim P. Robbins, as City Attorney for Boone, Iowa is hereby authorized to accept and record the Assignment of Tax Certificate 2013-13311 from Boone County, Iowa to the City of Boone, Iowa concerning the above property, and is further authorized to take all legal steps necessary to obtain ownership of said parcel in the City of Boone.

PASSED THIS _____ day of _____, 2014.

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

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

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 2278
RESOLUTION AUTHORIZING DESTRUCTION OF RECORDS

WHEREAS, the City of Boone has adopted the Record Retention Manual of Iowa Cities and the following records are past the retention period specified by the Records Retention Schedule; and

WHEREAS, the City has reviewed the following records and has determined that all records being destroyed has not been placed on hold due to any litigation, claim negotiation, audit, or open records requests and that all administrative requirements have been satisfied; and

WHEREAS, the City authorizes the destruction of the following records by discarding the documents

Description of Records.	Inclusive Dates	Retention Period	Record Type
Bank Statements/Cancelled Checks	July 1, 1993-June 30, 1994	5 years	Paper
Bank Statements/Cancelled Checks	July 1, 1995 –June 30, 1996	5 years	Paper
Bank Statements/Cancelled Checks	July 1, 1996 –June 30, 1997	5 Years	Paper
Bank Statements/Cancelled Checks	July 1, 1997 –June 30, 1998	5 Years	Paper
Cancelled Checks	July 1, 1998 –June 30, 1999	5 Years	Paper
Cancelled Checks & Voided Checks	July 1, 2002 –June 30, 2003	5 Years	Paper
Voided Checks	July 1, 2005 –June 30, 2006	5 Years	Paper
Check Registers	July 1, 1994 –June 30, 1995	10 Years	Paper
Check Registers	July 1, 1996 –June 30, 1997	10 Years	Paper
Check Registers	July 1, 1997 –June 30, 1998	10 Years	Paper
Receipt Books	July 1, 1994 –June 30, 1995	5 Years	Paper
Receipt Books	July 1, 1995 –June 30, 1996	5 Years	Paper
Receipt Books	July 1, 1996 –June 30, 1997	5 Years	Paper
Receipt Books	July 1, 1997 –June 30, 1998	5 Years	Paper
Receipt Books	July 1, 1998 –June 30, 1999	5 Years	Paper
Receipt Books	July 1, 2000 –June 30, 2001	5 Years	Paper
Receipt Books	July 1, 2002 –June 30, 2003	5 Years	Paper
Receipt Books	July 1, 2003 –June 30, 2004	5 Years	Paper
Revenue Reports	July 1, 1995 –June 30, 1996	5 Years	Paper
Revenue Reports	July 1, 1997 –June 30, 1998	5 Years	Paper
Trail Balance	July 1, 1996 –June 30, 1997	5 years	Paper
Budget work documents	July 1, 1997 –June 30, 1998	5 years	Paper
Council Reports	July 1, 2001 - June 30,2002	5 years	Paper
Council Reports	July 1, 2002 - June 30,2003	5 years	Paper
Council Reports	July 1, 2005 - June 30,2006	5 years	Paper
Inactive Utility Bank Pay Applications	up to the present	Current	Paper

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

That the City Finance Officer is authorized to destroy the records listed above.

PASSED THIS 5th day of November, 2012.

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

Shari Gillespie
Steven Ray
Kevin Hicks

Fenner Stevenson
Gary Nystrom

Nick Mallas
Greg Piklapp

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

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

**CITY OF BOONE, IOWA
ELECTRIC FRANCHISE**

ORDINANCE NO. 2202

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

Purpose: To allow the City of Boone, Iowa to change the Electric Franchise Ordinance.

Chapter 111: Current Chapter 111 is hereby deleted pursuant to the passage, approval and publication by the City Council for the City of Boone, Iowa and replaced as follows:

An Ordinance granting to INTERSTATE POWER AND LIGHT COMPANY, ("Company"), its successors and assigns, the right and franchise to acquire, construct, reconstruct, erect, maintain and operate in the City of Boone, Boone County, Iowa, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the distribution of electric current along, under and upon the streets, alleys and public places in the City of Boone, Boone County, Iowa, to supply individuals, corporations, communities and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years and granting to said Company the right of eminent domain.

BE IT ORDAINED BY THE City Council of the City of Boone, Boone County, Iowa, hereinafter referred to as the "City":

Section 111.01 There is hereby granted to INTERSTATE POWER AND LIGHT COMPANY, hereinafter referred to as the "Company," its successors and assigns, the right and franchise to acquire, construct, reconstruct, erect, maintain and operate in the City, works and plants for the manufacture and generation of electricity and a distribution system for electric light, heat and power and the right to erect and maintain the necessary poles, lines, wires, conduits and other appliances for the distribution of electric current along, under and upon the streets, alleys and public places in the said City to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power for the period of twenty-five (25) years; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa.

Section 111.02 The poles, lines, wires, circuits, and other appliances shall be placed and maintained so as not to unnecessarily interfere with the travel on said streets, alleys, and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the said Company, its successors and assigns shall hold the City free and harmless from all damages to the extent arising from the negligent acts or omissions of the Company in the erection or maintenance of said system.

Section 111.03 In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly and as soon as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

Section 111.04 The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of any street, or City utility, or alley or any public improvement thereof, in or about any such street, alley or public right of way or reasonably promoting the efficient operation of any such improvement.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request of a commercial or private developer, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has electric facilities, the City shall grant the Company a utility easement for said facilities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City in the previous ten years.

Section 111.05 The Company is authorized and empowered to prune or remove at Company expense any tree extending into any street, alley or public grounds to maintain electric reliability, safety, to restore utility service and to prevent limbs, branches or trunks from interfering with the wires and facilities of the Company. The pruning and removal of trees shall performed in accordance with Company's then current line clearance vegetation plan as filed and approved by the Iowa Utilities Board, as well as all applicable codes and standards referenced therein.

Section 111.06 During the term of this franchise, the Company shall furnish electric energy in accordance with the applicable regulations of the Iowa Utilities Board and the Company's tariffs. The Company will maintain compliance with Iowa Utilities Board regulatory standards for reliability.

Section 111.07 The franchise granted by this Ordinance shall not be exclusive.

Section 111.08 Service to be rendered by the Company under this franchise shall be continuous unless prevented from doing so by fire, acts of God, unavoidable accidents or casualties, or reasonable interruptions necessary to properly service the Company's equipment, and in such event service shall be resumed as quickly as is reasonably possible.

Section 111.09 In its monthly billing the Company shall include a franchise fee of zero percent (0%) on the gross receipts from the sale of electricity to the Company's electric customers located within the corporate limits of the City.

Section 111.10 The franchise fee shall be recovered through customers' bills in accordance with Iowa Code Chapter 364.2 and

423B.5. The amount of the franchise fee shall be shown separately on the utility bill to each customer.

Section 111.11 The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement the franchise fee. This information shall include but not be limited to a copy of the City's Revenue Purpose Statement and written proof of legal adoption and publication of the Revenue Purpose Statement, City's list of City utility accounts exempt per Iowa law from the franchise fee, signed Nondisclosure Agreement pertaining to the protection of the confidentiality of utility service address information provided by the Company to the City, and the City's verified utility customer service address list. The Company shall not commence assessing the franchise fee until it has received written approval of the amended tax rider tariff from the Iowa Utilities Board.

Section 111.12 The City recognizes that the costs of franchise fee administration are not charged directly to the City and the City and Company agree that the Company may only charge such administrative fees as are provided for in state statute.

Section 111.13 Upon receipt of a final and unappealable order or approval authorizing annexation, or changes in the corporate limits of said City, the City Clerk shall provide written notification by certified mail to an officer of Company of such annexation or change in the limits of said City, and the Company shall apply the franchise fee to its customers who are affected by the annexation or change in the corporate limits of the City, commencing on an agreed upon date which is not less than ninety (90) days from receipt of the information required of the City to implement the franchise fee.

The Company shall have no obligation to collect franchise fees from customers in any annexed area until and unless the following have all been provided to the Company by certified mail: such final and unappealable orders or approvals, the City's list of City utility accounts exempt from the franchise fee in the annexed area, and the City's verified utility customer service address list for the annexed area.

Section 111.14 The City shall indemnify the Company from claims of any nature arising out of or related to the imposition and collection of the franchise fee. In addition, the Company shall not be liable for collecting franchise fees from any customer

originally or subsequently identified, or incorrectly identified, by the City as being subject to the franchise fee or being exempt from the imposition of franchise fees.

Section 111.15 The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter. Company shall notify City at least thirty (30) days in advance of any changes made in this collection schedule, including any alterations in the calendar quarters or any other changes in the remittance periods.

Section 111.16 The City shall give the Company a minimum 6-month notice prior to the request to implement any adjustment in the percentage of franchise fee to be collected pursuant to Section 9 hereof. The City agrees to modify the level of franchise fees imposed only once in any 24-month period. When any such Ordinance increasing, decreasing, modifying or eliminating the franchise fee shall become effective, billings reflecting the change shall commence on an agreed upon date which is not less than ninety (90) days following written notice to the Company by certified mail. The Company shall not be required to implement such new percentage unless and until it determines that it has received appropriate official documentation of final action by the city council. In no event may the percentage of franchise fee exceed the statutory amount authorized by Iowa law.

Section 111.17 The City shall be solely responsible for the proper use of any amounts collected as franchise fees, and shall only use such fees as collected for a purpose as allowed by applicable law.

Section 111.18 The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from City customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of customers or individual customers, the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 111.19 Collection of the franchise fee shall cease at the earlier of the modification or repeal of the franchise fee or the end of the Ordinance term.

A. The obligation to collect and remit the fee imposed by this Ordinance is modified if:

1. Any other person is authorized to sell electricity to customers within the corporate limits of the City and the City imposes a franchise fee or its lawful equivalent at zero or a lesser rate than provided in this Ordinance, in which case the obligation of Company to collect and remit franchise fee shall be modified to zero or the lesser rate; or

2. The City adds additional territory by annexation or consolidation and is unable or unwilling to impose the franchise fee upon all persons selling electricity to consumers within the additional territory, in which case the franchise fee imposed on the revenue from sales by Company in the additional territory shall be zero or equal to that of the lowest fee being paid by any other retail seller of electricity within the City; or

3. The Iowa General Assembly enacts legislation, or any Iowa court issues a final judicial decision regarding franchise fees, or the Iowa Utilities Board issues a final nonappealable order (collectively, "Final Franchise Fee Action") that modifies, but does not repeal, the ability of the City to impose a franchise fee or the ability of Company to collect from City customers and remit franchise fees to City. Within sixty (60) days of Final Franchise Fee Action, the City shall notify Company and the parties shall meet to determine whether this Ordinance can be revised, and, if so, how to revise the franchise fee on a continuing basis to meet revised legal requirements. After Final Franchise Fee Action and until passage by the City of revisions to the franchise fee Ordinance, Company may temporarily discontinue collection and remittance of the franchise fee if in its sole opinion it believes it is required to do so in order to comply with revised legal requirements.

B. The obligation to collect and remit the fee imposed by this Ordinance is repealed, effective as of the date specified below with no liability therefor, if:

1. Any of the imposition, collection or remittance of a franchise fee is ruled to be unlawful by the Supreme Court of Iowa, effective as of the date of such ruling or as may be specified by that Court; or

2. The Iowa General Assembly enacts legislation making imposition, collection or remittance of a franchise fee

unlawful, effective as of the date lawfully specified by the General Assembly; or

3. The Iowa Utilities Board, or any successor agency, denies the Company the right to impose, collect or remit a franchise fee provided such denial is affirmed by the Supreme Court of Iowa, effective as of the date of the final agency order from which the appeal is taken.

Section 111.20 The franchise fee, pursuant to Chapter 480A.6 of the Code of Iowa, shall be in lieu of any other payments to the City for the Company's use of streets, alleys and public places in the said City and other administrative or regulatory costs with regard to said franchise; and said poles, lines, wires, conduits and other appliances for the distribution of electric current along, under and upon the streets, alleys and public places in the said City to supply individuals, corporations, communities, and municipalities both inside and outside of said City with electric light, heat and power shall be exempt from any special tax, assessment, license or rental charge during the entire term of this Ordinance.

Section 111.21 The City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge right-of-way management fees upon the Company or fees for permits for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters.

Section 111.22 The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided.

Section 111.23 The expense of the publication of this Ordinance shall be paid by the Company.

Section 111.24 The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this Ordinance.

Section 111.25 If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion

or portions and to this end each section and provision of this ordinance is severable.

Section 111.26 This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the written approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact any Ordinance or place any limitations, either operationally or through the assessment of fees other than those approved and accepted by the Company within this Ordinance, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the Boone City Council on the _____ day of _____, 2014.

JOHN SLIGHT, Mayor

Attest:

LUKE NELSON, City Clerk

(CITY SEAL)

**CITY OF BOONE, IOWA
NATURAL GAS FRANCHISE**

ORDINANCE NO. 2203

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

Purpose: To allow the City of Boone, Iowa to change the Natural Gas Franchise Ordinance.

Chapter 110: Current Chapter 110 is hereby deleted pursuant to the passage, approval and publication by the City Council for the City of Boone, Iowa and replaced as follows:

An Ordinance granting to INTERSTATE POWER AND LIGHT COMPANY ("Company"), its successors and assigns, the right and franchise to acquire, construct, erect, maintain and operate a natural gas distribution system in the City of Boone, Boone County, Iowa, and the right to lay down, operate and maintain the necessary pipes, mains, and other conductors and appliances in, along and under the streets, avenues, alleys and public places of the City of Boone, Boone County, Iowa, as now or hereafter constituted, for a period of twenty-five (25) years, for the purpose of distributing, supplying and selling natural gas to the City and its inhabitants thereof and to persons and corporations beyond the limits thereof; and granting to said Company the right of eminent domain.

BE IT ORDAINED BY THE City Council of the City of Boone, Boone County, Iowa, hereinafter referred to as the "City":

Section 110.01 There is hereby granted to INTERSTATE POWER AND LIGHT COMPANY, hereinafter referred to as the "Company," its successors and assigns, the right, franchise and privilege for the term of twenty-five (25) years from and after the passage, adoption, approval and acceptance of this Ordinance, to lay down, maintain and operate the necessary pipes, mains and other conductors and appliances in, along and under the streets, avenues, alleys and public places in the City as now or hereafter constituted, for the purpose of distributing, supplying and selling gas to said City and the residents thereof and to persons and corporations beyond the limits thereof; also the right of eminent domain as provided in Section 364.2 of the Code of Iowa. The term "gas" as used

in this franchise shall be construed to mean natural gas only.

Section 110.02 The mains and pipes of the Company must be so placed as not to interfere unnecessarily with water pipes, drains, sewers and fire hydrants which have been or may hereafter be placed in any street, alley and public places in said City nor unnecessarily interfere with the proper use of the same, including ordinary drainage, or with the sewers, underground pipe and other property of the City, and the Company, its successors and assigns shall hold the City free and harmless from all damages arising from the negligent acts or omissions of the Company in the laying down, operation and maintenance of said natural gas distribution system.

Section 110.03 In making any excavations in any street, alley, or public place, Company, its successors and assigns, shall protect the site while work is in progress by guards, barriers or signals, shall not unnecessarily obstruct the use of the streets, and shall back fill all openings in such manner as to prevent settling or depressions in surface, pavement or sidewalk of such excavations with same materials, restoring the condition as nearly and as soon as practical. The Company shall not be required to restore or modify public right of way, sidewalks or other areas in or adjacent to the Company project to a condition superior to its immediate previously existing condition.

Section 110.04 The Company shall, at its cost, locate and relocate its existing facilities or equipment in, on, over or under any public street or alley in the City in such a manner as the City may at any time reasonably require for the purposes of facilitating the construction, reconstruction, maintenance or repair of any street or alley, or City utility, or any public improvement thereof, in or about any such street, alley or public right of way or reasonably promoting the efficient operation of any such improvement.

If the City orders or requests the Company to relocate its existing facilities or equipment for any reason other than as specified above, or as the result of the initial request of a commercial or private developer, the Company shall receive payment for the cost of such relocation as a precondition to relocating its existing facilities or equipment.

The City shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause the Company unreasonable additional expense in exercising its authority under this section. The City shall also provide a reasonable alternative location for the Company's facilities as part of its relocation request.

Prior to the City abandoning or vacating any street, avenue, alley or public ground where the Company has gas facilities, the City shall grant the Company a utility easement for said facilities. If the City fails to grant the Company a utility easement for said facilities prior to abandoning or vacating a street, avenue, alley or public place, the City shall at its cost and expense obtain easements for existing Company facilities. The Company shall not be required to relocate, at its cost and expense, Company facilities in the public right of way that have been relocated at Company expense at the direction of the City in the previous ten years.

Section 110.05 Said Company, its successors and assigns, shall throughout the term of the franchise distribute to all consumers gas of good quality and shall furnish uninterrupted service, except as interruptible service may be specifically contracted for with consumers; provided, however, that any prevention of service caused by fire, act of God or unavoidable event or accident shall not be a breach of this condition if the Company resumes service as quickly as is reasonably practical after the happening of the act causing the interruption.

Section 110.06 In its monthly billing the Company shall include a franchise fee of one percent (1%) on the gross receipts from the sale of natural gas to the Company's natural gas customers located within the corporate limits of the City.

Section 110.07 The franchise fee shall be recovered through customers' bills in accordance with Iowa Code Chapter 364.2 and 423B.5. The amount of the franchise fee shall be shown separately on the utility bill to each customer.

Section 110.08 The Company will commence collecting franchise fees on or before the first Company billing cycle of the first calendar month following ninety (90) days of receipt of information required of the City to implement

the franchise fee. This information shall include but not be limited to a copy of the City's Revenue Purpose Statement and written proof of legal adoption and publication of the Revenue Purpose Statement, City's list of City utility accounts exempt per Iowa law from the franchise fee, signed Nondisclosure Agreement pertaining to the protection of the confidentiality of utility service address information provided by the Company to the City, and the City's verified utility customer service address list. The Company shall not commence assessing the franchise fee until it has received written approval of its amended tax rider tariff from the Iowa Utilities Board.

Section 110.09 The City recognizes that the costs of franchise fee administration are not charged directly to the City and the City and Company agree that the Company may only charge such administrative fees as are provided for in state statute.

Section 110.10 Upon receipt of a final and unappealable order or approval authorizing annexation, or changes in the corporate limits of said City, the City Clerk shall provide written notification by certified mail to an officer of Company of such annexation or change in the limits of said City, and the Company shall apply the franchise fee to its customers who are affected by the annexation or change in the corporate limits of the City, commencing on an agreed upon date which is not less than ninety (90) days from receipt of the information required of the City to implement the franchise fee.

The Company shall have no obligation to collect franchise fees from customers in any annexed area until and unless the following have all been provided to the Company by certified mail: such final and unappealable orders or approvals, the City's list of City utility accounts exempt from the franchise fee in the annexed area, and the City's verified utility customer service address list for the annexed area.

Section 110.11 The City shall indemnify the Company from claims of any nature arising out of or related to the imposition and collection of the franchise fee. In addition, the Company shall not be liable for collecting franchise fees from any customer originally or subsequently identified, or incorrectly identified, by the City as being

subject to the franchise fee or being exempt from the imposition of franchise fees.

Section 110.12 The Company shall remit franchise fee receipts to the City no more frequently than on or before the last business day of the month following each calendar year quarter. Company shall notify City at least thirty (30) days in advance of any changes made in this collection schedule, including any alterations in the calendar quarters or any other changes in the remittance periods.

Section 110.13 The City shall give the Company a minimum six-month notice prior to the request to implement any adjustment in the percentage of franchise fee to be collected pursuant to Section 6 hereof. The City agrees to modify the level of franchise fees imposed only once in any 24-month period. When any such Ordinance increasing, decreasing, modifying or eliminating the franchise fee shall become effective, billings reflecting the change shall commence on an agreed upon date which is not less than ninety (90) days following written notice to the Company by certified mail. The Company shall not be required to implement such new percentage unless and until it determines that it has received appropriate official documentation of final action by the city council. In no event may the percentage of franchise fee exceed the statutory amount authorized by Iowa law.

Section 110.14 The City shall be solely responsible for the proper use of any amounts collected as franchise fees, and shall only use such fees as collected for a purpose as allowed by applicable law.

Section 110.15 The Company shall not, under any circumstances be required to return or refund any franchise fees that have been collected from City customers and remitted to the City. In the event the Company is required to provide data or information in defense of the City's imposition of franchise fees or the Company is required to assist the City in identifying customers or calculating any franchise fee refunds for groups of customers or individual customers, the City shall reimburse the Company for the expenses incurred by the Company to provide such data or information.

Section 110.16 Collection of the franchise fee shall cease at the earlier of the modification or repeal of the franchise fee or the end of the Ordinance term.

A. The obligation to collect and remit the fee imposed by this Ordinance is modified if:

1. Any other person is authorized to sell natural gas to customers within the corporate limits of the City and the City imposes a franchise fee or its lawful equivalent at zero or a lesser rate than provided in this Ordinance, in which case the obligation of Company to collect and remit franchise fee shall be modified to zero or the lesser rate; or

2. The City adds additional territory by annexation or consolidation and is unable or unwilling to impose the franchise fee upon all persons selling natural gas to consumers within the additional territory, in which case the franchise fee imposed on the revenue from sales by Company in the additional territory shall be zero or equal to that of the lowest fee being paid by any other retail seller of natural gas within the City; or

3. The Iowa General Assembly enacts legislation, or any Iowa court issues a final judicial decision regarding franchise fees, or the Iowa Utilities Board issues a final nonappealable order (collectively, "Final Franchise Fee Action") that modifies, but does not repeal, the ability of the City to impose a franchise fee or the ability of Company to collect from City customers and remit franchise fees to City. Within sixty (60) days of Final Franchise Fee Action, the City shall notify Company and the parties shall meet to determine whether this Ordinance can be revised, and, if so, how to revise the franchise fee on a continuing basis to meet revised legal requirements. After Final Franchise Fee Action and until passage by the City of revisions to the franchise fee Ordinance, Company may temporarily discontinue collection and remittance of the franchise fee if in its sole opinion it believes it is required to do so in order to comply with revised legal requirements.

B. The obligation to collect and remit the fee imposed by this Ordinance is repealed, effective as of the date specified below with no liability therefor, if:

1. The imposition, collection or remittance of a franchise fee is judicially determined to be unlawful by a court of competent jurisdiction within the State of Iowa. Such determination shall be effective only after all available appeals have either been exhausted or have expired; or

2. The Iowa General Assembly enacts legislation making imposition, collection or remittance of a franchise fee unlawful, effective as of the date lawfully specified by the General Assembly; or

3. The Iowa Utilities Board, or any successor agency, denies the Company the right to impose, collect or remit a franchise fee provided such denial is affirmed by the Supreme Court of Iowa, effective as of the date of the final agency order from which the appeal is taken.

Section 110.17 The franchise fee, pursuant to Chapter 480A.6 of the Code of Iowa, shall be in lieu of any other payments to the City for the Company's use of streets, avenues, alleys and public places in the said City and other administrative or regulatory costs with regard to said franchise; and said pipes, mains, and other conductor and appliances in, along and under the streets, avenues, alleys and public places in the said City for the purpose of distributing, supplying and selling gas to said City and the residents thereof and to persons and corporations beyond the limits thereof shall be exempt from any special tax, assessment, license or rental charge during the entire term of this ordinance.

Section 110.18 The City shall not, pursuant to Chapter 480A.6 of the Code of Iowa, impose or charge right-of-way management fees upon the Company or fees for permits for Company construction, maintenance, repairs, excavation, pavement cutting or inspections of Company work sites and projects or related matters.

Section 110.19 The term of the franchise granted by this Ordinance and the rights granted thereunder shall continue for the period of twenty-five (25) years from and after its acceptance by the said Company, as herein provided.

Section 110.20 The expense of the publication of this Ordinance shall be paid by the Company.

Section 110.21 The franchise granted by this Ordinance shall be conditioned upon acceptance by the Company in writing. The acceptance shall be filed with the City Clerk within ninety (90) days from passage of this ordinance.

Section 110.22 If any section or provision of this ordinance is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other provisions of this ordinance which can be given effect without the invalid portion or portions and to this end each section and provision of this ordinance is severable.

Section 110.23 This Ordinance sets forth and constitutes the entire agreement between the Company and the City with respect to the rights contained herein, and may not be superseded, modified or otherwise amended without the approval and acceptance of the Company. Notwithstanding the foregoing, in no event shall the City enact any ordinance or place any limitations, either operationally or through the assessment of fees, that create additional burdens upon the Company, or which delay utility operations.

PASSED and ADOPTED by the Boone City Council on the _____ day of _____, 2014.

JOHN SLIGHT, Mayor

Attest:

LUKE NELSON, City Clerk

(CITY SEAL)

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. 2204

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” or placing signs in the public right-of-way shall carry the following penalties.

(1) First Offense - \$75.00 fine

(2) Second Offense - \$300.00 fine

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

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

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

BOONE POLICE DEPARTMENT

COUNCIL REPORT

Aug-14

	2013		2014	
MURDER CHARGES FILED	0		0	
ASSAULT CHARGES FILED	10		6	
<i>ASSAULT/INTIMIDATION REPORTED</i>		15		13
BURGLARY/THEFT CHARGES FILED	3		22	
<i>BURGLARY/THEFTS REPORTED</i>		20		34
<i>STOLEN PROPERTY VALUE</i>	<i>\$5,552</i>		<i>\$34,393</i>	
<i>RECOVERED PROPERTY VALUE</i>	<i>\$1,110</i>		<i>\$2,203</i>	
DESTRUCTION/CRIM MISCHIEF FILED	3		0	
<i>CRIM MISCHIEF REPORTED</i>		12		4
<i>DAMAGED PROPERTY VALUE</i>	<i>\$3,325</i>		<i>\$6,770</i>	
DRUG/NARCOTIC VIOLATIONS	3		4	
ALCOHOL VIOLATIONS	33		28	
<i>ALL OTHER OFFENSES REPORTED</i>		24		23
TOTAL ACCIDENTS	6		21	
TOTAL INJURIES	0		6	
TOTAL FATALITIES	0		0	
TOTAL TRAFFIC CITATIONS	202		133	
*NUMBER OF CALLS FOR SERVICE	790		1015	
SICK LEAVE HOURS:				
OFFICERS:	43.5		302.5	
OTHERS:	0.5		3	
VACATION LEAVE HOURS:				
OFFICERS:	153.25		104	
OTHERS:	9.5		16	
FUNERAL LEAVE HOURS:	0		0	
MILITARY LEAVE HOURS:	0		0	
JURY DUTY HOURS:	0		0	
OVERTIME HOURS:				
OFFICERS:	173.25		214.25	
PART-TIME OFFICER:	43		71.25	

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