

## City Council Meeting Notice

**Governing Body:** City Council of Boone, Iowa

**Date of Meeting:** August 19, 2024

**Time of Meeting:** 6:00 P.M.

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

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

<https://us02web.zoom.us/j/84090192495?pwd=tLbFWeTaGC4m5Uqp780fqiabXWvHoo.1>

Meeting ID: 840 9019 2495

Passcode: 209600

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

1. ROLL CALL
2. APPROVAL OF AGENDA
3. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS
  - A. Public Hearing for the Consideration of the Sale of Public Right-of-Way; N/S Alley in the 1300 Block of West 2<sup>nd</sup> Street between the Properties of 1310 West 2<sup>nd</sup> Street and 1316 West 2<sup>nd</sup> Street, Boone, Iowa.
    1. 3250 – Resolution Authorizing Alley Vacation of N/S Alleyway between 1310 West 2<sup>nd</sup> Street and 1316 West 2<sup>nd</sup> Street, Boone, Iowa.
  - B. Public Hearing for a Request of a Zoning Change of Parcel(s) of Property Generally Described as Parcel #088426353182002 and Parcel #088426353182003 in the 2600 Block of Eastgate Drive, NE of the Intersection of US Hwy 30 and Cpl. Roger Snedden Drive, Boone, Iowa from A-1 (Agricultural) to M-4 (General Industrial).
  - C. Public Hearing to Consider the Granting of an Easement along Cpl. Roger Snedden Drive to Interstate Power and Light Company.
    1. 3251 – Resolution Authorizing the Execution of an Easement between Interstate Power and Light Company and the City of Boone.
  - D. Public Hearing on the Proposition to Authorize a Loan and Disbursement Agreement and the Issuance of Notes to Evidence the Obligations of the City thereunder. (\$1,700,000 Water Revenue Capital Loan Notes).
    1. 3252 – Resolution Instituting Proceedings to Take Additional Action for the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \$1,700,000 Water Revenue Capital Loan Notes.
  - E. Public Hearing on the Proposition to Authorize a Loan and Disbursement Agreement and the Issuance of Notes to Evidence the Obligations of the City Thereunder. (\$780,000 Sewer Revenue Capital Loan Notes).

1. 3253 – Resolution Instituting Proceedings to Take Additional Action for the Authorization of a Loan and Disbursement Agreement and the Issuance of Not to Exceed \$780,000 Sewer Revenue Capital Loan Notes.
      - F. 3258 – Resolution Fixing Date of September 3, 2024 at 6:00 P.M. for a Public Hearing on the Proposal to Enter into a Development Agreement for a Commercial Project with Prairie Place, LLC.
      - G. 3259 – Resolution Fixing Date of September 3, 2024 at 6:00 P.M. for a Public Hearing on the Proposal to Enter into a Development Agreement for a Residential Project with Prairie Place, LLC.
4. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA
5. REPORTS OF STANDING COMMITTEES
  - A. POLICY, ADMINISTRATION & EMPLOYEE RELATIONS COMMITTEE – Williamson, Chm.
  - B. PUBLIC SAFETY AND TRANSPORTATION COMMITTEE – Hilsabeck, Chm.
  - C. UTILITY COMMITTEE – Angstrom, Chm.
    1. 3254 – Resolution Approving an Amendment and Restated Operation Services Agreement for the Operations and Maintenance of the Water and Wastewater Treatment Facilities with USW Utility Group (USWUG).
  - D. ECONOMIC DEVELOPMENT COMMITTEE – Moorman, Chm.
    1. 3255 – Resolution Authorizing the Execution of a Community Catalyst Building Remediation Grant Agreement between the Iowa Economic Development Authority (IEDA) and the City of Boone, 1003 Marshall Street, Boone, Iowa.
6. DEPARTMENT REPORTS
  - A. BUILDING OFFICIAL – Dave Ades
    1. Request to Rezone Parcels of Property in the 2600 Block of Eastgate Drive, from A-1 Agricultural District to M-4 General Industrial District.
  - B. CITY ATTORNEY – Jim Robbins
  - C. DIRECTOR OF PUBLIC WORKS – Waylon Andrews
  - D. LIBRARY – Jamie Williams
  - E. PARK DIRECTOR/SUPERINTENDENT – Mike Cornelis
  - F. RECREATION DIRECTOR – Nate Osmundson
  - G. ENGINEER –
  - H. PUBLIC SAFETY
    1. Chief Adams
      - a. Assistance to Firefighters Grant Award.
    2. Chief Wiebold
  - I. ASSISTANT CITY ADMINISTRATOR/CLERK – Ondrea Elmquist

- J. CITY ADMINISTRATOR – William Skare**
- 7. CONSENT AGENDA – All items listed under the Consent Agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.**
  - A. MINUTES of previous meeting(s)**
  - B. BILLS PAYABLE**
  - C. PERMITS**
    - 1. Alcohol Licenses**
      - a. New License –
      - b. New 5-Day License –
      - c. Renewal – Cedar Pointe Golf Course.
      - d. Renewal – Yoke’s Railhouse.
      - e. Transfer – none
    - 2. Cigarette/Tobacco Permit –**
  - D. RESOLUTIONS**
    - 1. 3256 – Resolution Authorizing the Sale of Personal City Property.**
    - 2. 3257 – Resolution Authorizing Pufferbilly Days Committee Certain Authorities within the Right-of-Way of the City of Boone for the Purpose of Safety and Organization of the Pufferbilly Days Event.**
  - E. BOARD AND COMMISSION APPOINTMENTS**
  - F. OTHER**
- 8. ORDINANCES**
  - A. First Reading – Ordinance 2309 to Allow the City of Boone, Iowa to Change the All-Terrain and Off-Road Vehicles Ordinances; Amending Chapter 77.**
  - B. First Reading – Ordinance 2310 to Rezone Parcel(s) of Property Generally Described as Parcel #088426353182002 and Parcel #088426353182003 from an A-1 (Agricultural District) to M-4 (General Industrial District) and Amend the Official Zoning Map.**
- 9. MAYOR’S COMMENTS**
- 10. COUNCIL MEMBER’S COMMENTS**
- 11. CLOSED SESSION PURSUANT TO IOWA CODE SECTION 21.(5)(1)(c) TO DISCUSS STRATEGY WITH COUNSEL IN A MATTER THAT IS PRESENTLY IN LITIGATION, WHERE ITS DISCLOSURE COULD BE LIKELY TO PREJUDICE OR DISADVANTAGE THE POSITION OF THE CITY OF BOONE IN THAT LITIGATION**
- 12. MOTION TO ADJOURN**

Prepared by and return to Jim P. Robbins, City Attorney, 1001 W. Mamie Eisenhower, Boone, IA 50036

**CITY COUNCIL  
CITY OF BOONE, IOWA**

**RESOLUTION NO. 3250  
RESOLUTION AUTHORIZING ALLEY VACATION OF N/S ALLEYWAY BETWEEN 1310 W.  
2ND STREET AND 1316 W. 2ND STREET**

**WHEREAS**, requests have been made for the vacation and conveyance of a portions of public rights-of-way within the City of Boone, Iowa legally described below; and

**WHEREAS**, the City Council has published notice of hearing on these proposed vacations as per §364.7, Code of Iowa, at least 4 and not more than 20 days prior to the date set for consideration of the resolution vacating said public rights-of-way; and

**WHEREAS**, the City Council has determined that the vacations and conveyances of the vacated public rights-of-way will not affect access to any adjoining property; and

**WHEREAS**, the building official has determined that all public Utility Easements of record shall be reserved; and

**WHEREAS**, said vacated public rights-of-way can be conveyed by resolution to the adjoining property owners as stated herein without the necessity of a deed pursuant to §354.23, Code of Iowa.

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

1. Said described property shall and is hereby transferred and deeded to the following adjoining property owners, subject to the reservation of all public Utility easements of record, according to the description contained herein and all future tax statements shall be sent to them:
  - a. The East half (1/2) of the North/South alleyway lying between 1310 W. 2nd Street and 1316 W. 2nd Street, to Jason & Heather Ahrens, 336 W. 7th St., Boone, IA 50036, who are the owners of the property legally described as:  
**Lot two (2) in Block twenty-six (26) in Boonsboro, now annexed to and forming a part of Boone, Iowa.**
  - b. The West half (1/2) of the North/South alleyway lying between 1310 W. 2nd Street and 1316 W. 2nd Street, to Michael J. Young, 1316 W. 2nd St., Boone, IA 50036, who is the owner of the property legally described as:  
**Lot three (3) in Block twenty-six (26) in Boonsboro, now annexed to and forming a part of Boone, Iowa.**
2. That pursuant to §354.23, Code of Iowa, this resolution, once recorded, shall be equivalent to a deed of conveyance and the instrument shall be filed and indexed as a conveyance by the recorder and auditor for Boone County, Iowa.

PASSED THIS 19th day of August, 2024.

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

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

\_\_\_\_\_  
Mayor Elijah Stines  
City of Boone

\_\_\_\_\_  
City Administrator William J. Skare  
City of Boone

Veto  \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor - City of Boone

**CITY COUNCIL  
CITY OF BOONE, IOWA**

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RESOLUTION NO. 3251

RESOLUTION AUTHORIZING THE EXECUTION OF AN EASEMENT BETWEEN INTERSTATE POWER AND LIGHT COMPANY AND THE CITY OF BOONE.

WHEREAS, the City of Boone owns the real property legally described as;

LOT "A" OF R.L. FISHER AIRPORT BUSINESS PARK PLAT NO. 1, BOONE COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY FILED DECEMBER 31, 2009 IN BOOK 2009, PAGE 5664 OF THE RECORDER OF BOONE COUNTY, IOWA.

WHEREAS, Interstate Power and Light Company is requesting an easement consisting of a strip of land 20 feet by 50 feet, for placement of facilities along the North property line of Grantors' property, described as commencing at a point where the East right-of-way line of Corporal Roger Snedden Drive, as presently established, intersects with the North property line, thence East 50 feet to the point of terminus, on Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property; and

WHEREAS, Interstate Power and Light Company agrees to pay the City of Boone all damages done to the lands (except the cutting and trimming of trees or other vegetation) fences, livestock or crops, while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing, or removing the Line or Lines.

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

**Section 1:** That the City of Boone does hereby warrant and convey unto Interstate Power and Light Company, its successor and assigns, a perpetual easement with the right, privilege, and authority to construct, reconstruct, maintain, expand, operate, repair, patrol, and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches, and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the "Line or Lines") for transmitting electricity, communications and all corporate purposes of Interstate Power and Light Company together with the power to extend to any other party the right to use, jointly with Interstate Power and Light Company, to the provision hereof, under, and across the following described lands located in the County of Boone, and the State of Iowa:

LOT "A" OF R.L. FISHER AIRPORT BUSINESS PARK PLAT NO. 1, BOONE COUNTY, IOWA AS SHOWN ON THE PLAT OF SURVEY FILED DECEMBER 31, 2009 IN BOOK 2009, PAGE 5664 OF THE RECORDER OF BOONE COUNTY, IOWA.

**Section 2:** That the City of Boone agrees to not construct or place any buildings, structures, plants or other obstructions on the property.

**Section 3:** That the City of Boone conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on the land and such other trees and vegetation adjacent thereto as in the judgement of Interstate Power and Light Company may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

**Section 4:** That the City of Boone grants to Interstate Power and Light Company the right of ingress and egress to the Line or Lines, for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing, and removing the Line or Lines.

PASSED THIS 19th day of August, 2024

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

**Cory Henson**  
**Linda Williamson**  
**Terry Moorman**

**David Byrd**  
**Kole Hilsabeck**

**Lisa Kahookele**  
**Kyle Angstrom**

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Mayor  
City of Boone

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Clerk  
City of Boone

Veto

Date:

\_\_\_\_\_  
Mayor - City of Boone

**CITY COUNCIL  
CITY OF BOONE, IOWA**

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RESOLUTION NO. 3252

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$1,700,000 WATER REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$1,700,000 Water Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, for the purpose of paying costs of the acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Water Utility, including those costs associated with the replacement of existing lime slakers and roofs, and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and takes additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed \$1,700,000 Water Revenue Capital Loan Notes for the foregoing purpose.

Section 2. That this Council does hereby consent to the terms and conditions of the DWSRF Loan Program, which terms and conditions and the disclosures provided with respect thereto are hereby acknowledged, accepted and approved.

Section 3. That the Clerk, with the assistance of the City Attorney and bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the DWSRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the City's obligations thereunder, and to take such other actions as the Clerk shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

Section 4. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that water fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above loan agreement. The amounts so advanced shall be reimbursed from the proceeds of the Loan Agreement not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the loan amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 19<sup>th</sup> day of August, 2024.

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

**Cory Henson**  
**Kyle Angstrom**  
**Terry Moorman**

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

**David Byrd**  
**Linda Williamson**

<input type="checkbox"/>
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**Lisa Kahookele**  
**Kole Hilsabeck**

<input type="checkbox"/>
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Mayor  
City of Boone

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Clerk  
City of Boone

Veto

\_\_\_\_\_  
Mayor - City of Boone

Date:

\_\_\_\_\_

**CITY COUNCIL  
CITY OF BOONE, IOWA**

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**RESOLUTION NO. 3253  
RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION  
FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT  
AND THE ISSUANCE OF NOT TO EXCEED \$780,000 SEWER REVENUE  
CAPITAL LOAN NOTES**

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$780,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with improvements at the wastewater treatment plant, and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof:

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

Section 1. That this Council does hereby institute proceedings and takes additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed \$780,000 Sewer Revenue Capital Loan Notes for the foregoing purpose.

Section 2. That this Council does hereby consent to the terms and conditions of the SRF Loan Program, which terms and conditions and the disclosures provided with respect thereto are hereby acknowledged, accepted and approved.

Section 3. That the Clerk, with the assistance of the City Attorney and bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the SRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the City's obligations thereunder, and to take such other actions as the Clerk shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

Section 4. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that Sewer fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above loan agreement. The amounts so advanced shall be reimbursed from the proceeds of the Loan Agreement not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the loan amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 19<sup>th</sup> day of August, 2024.

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

**Cory Henson**  
**Kyle Angstrom**  
**Terry Moorman**

<input type="checkbox"/>
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**David Byrd**  
**Linda Williamson**

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

**Lisa Kahookele**  
**Kole Hilsabeck**

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

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Mayor  
City of Boone

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Clerk  
City of Boone

Veto

\_\_\_\_\_  
Mayor - City of Boone

Date: \_\_\_\_\_

**CITY COUNCIL  
CITY OF BOONE, IOWA**

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RESOLUTION NO. 3258

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT FOR A COMMERCIAL PROJECT WITH PRAIRIE PLACE LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, this Council proposes to consider, on September 3, 2024, whether certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and proposes to approve and adopt the South Marshall Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the South Marshall Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Prairie Place LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Commercial Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of two commercial buildings, totaling approximately 14,000 square feet, with approximately 50% of the total square footage to be used as office space and 50% to be used as service space, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, Developer and the City will enter into a separate development agreement related to the construction of certain Public Improvements (as defined in the Agreement) and residential housing units on the Development Property ("Residential Agreement"); and

WHEREAS, the Agreement further proposes that the City will make up to ten (10) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Commercial Improvements, the cumulative total for all such payments, when considered in conjunction with any grants received by Developer under the Residential Agreement, are not to exceed the lesser of (a) \$1,139,000, or (b) fifty percent (50%) of the aggregate amount of the Public Improvement Costs submitted to and approved by the City as a part of Developer's completion of the Public Improvements under the Residential Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of the Developer relates to employment retention and/or creation; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.



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

**Section 1.** That this Council meet in the Council Chambers, City Hall, 923 8th Street, Boone, Iowa, at 6:00 P.M. on September 3, 2024, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement for a commercial project with Prairie Place LLC.

**Section 2.** That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

**Section 3.** The notice of the proposed action shall be in substantially the following form:

**(One publication required)**

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF BOONE IN THE STATE OF IOWA, ON THE  
MATTER OF THE PROPOSAL TO ENTER INTO A  
DEVELOPMENT AGREEMENT FOR A COMMERCIAL  
PROJECT WITH PRAIRIE PLACE LLC, AND THE HEARING  
THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Boone in the State of Iowa, will hold a public hearing on September 3, 2024, at 6:00 P.M. in the Council Chambers, City Hall, 923 8th Street, Boone, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement for a commercial project (the "Agreement") with Prairie Place LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Commercial Improvements (as defined in the Agreement) on certain real property located within the South Marshall Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of two commercial buildings, totaling approximately 14,000 square feet, with approximately 50% of the total square footage to be used as office space and 50% to be used as service space, together with all related site improvements, as outlined in the proposed Agreement. One of the obligations of Developer relates to employment retention and/or creation.

The Agreement stipulates that the Developer and the City will enter into a separate development agreement related to the construction of certain Public Improvements (as defined in the Agreement) and residential housing units on the Development Property ("Residential Agreement").

The Agreement would further obligate the City to make up to ten (10) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Commercial Improvements, the cumulative total for all such payments, when considered in conjunction with any grants received by Developer under the Residential Agreement, are not to exceed the lesser of (a) \$1,139,000, or (b) fifty percent (50%) of the aggregate amount of the Public Improvement Costs submitted to and approved by the City as a part of Developer's completion of the Public Improvements under the Residential Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Boone, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Boone in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Boone in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 19<sup>th</sup> day of August, 2024.

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

**Cory Henson**  
**Kyle Angstrom**  
**Terry Moorman**

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

**David Byrd**  
**Linda Williamson**

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

**Lisa Kahookele**  
**Kole Hilsabeck**

<input type="checkbox"/>
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\_\_\_\_\_  
Mayor  
City of Boone

\_\_\_\_\_  
Clerk  
City of Boone

Veto

\_\_\_\_\_  
Mayor - City of Boone

Date:

\_\_\_\_\_

**CITY COUNCIL  
CITY OF BOONE, IOWA**

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RESOLUTION NO. 3259

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT FOR A RESIDENTIAL PROJECT WITH PRAIRIE PLACE LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, this Council proposes to consider, on September 3, 2024, whether certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and proposes to approve and adopt the South Marshall Urban Renewal Plan (the "Urban Renewal Plan" or "Plan") for the South Marshall Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein; and

WHEREAS, it is desirable that properties within the Area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from Prairie Place LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) including Housing Units and certain Public Improvements to serve the Housing Units, including streets, sidewalks, sanitary sewer, storm sewer, and water infrastructure, and all related site improvements, on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), all as outlined in the proposed Agreement; and

WHEREAS, the Agreement further proposes that, under the terms and following Developer's satisfaction of the conditions set forth in the Agreement, the City will make up to ten (10) annual payments of Economic Development Grants to Developer, using Tax Increment annually generated by the construction of the Housing Units and collected pursuant to Iowa Code Section 403.19, with each Grant equal to 100% of the Tax Increment remaining after 33.30% of the annual Tax Increment has been set aside by the City to satisfy the LMI housing assistance requirements of Iowa Code Section 403.22; and

WHEREAS, Developer and the City will enter into a separate development agreement related to the construction of certain Commercial Improvements (as defined in the Agreement) on the Development Property ("Commercial Agreement"); and

WHEREAS, the Agreement proposes that the maximum aggregate amount of the Economic Development Grants that may be paid to the Developer under the Agreement, in conjunction with the grants provided under the Commercial Agreement, would not exceed the lesser of: (i) the amount of available Tax Increments under the terms set forth in the Agreement; (ii) \$1,139,000; or (iii) fifty percent (50%) of the aggregate amount of the Qualified Costs submitted to and approved by the City as a part of Developer's completion of the Public Improvements; and

WHEREAS, Chapters 15A and 403, Code of Iowa, (the "Urban Renewal Law") authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapter, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403, Code of Iowa, taking into account the factors set forth therein; and

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

**Section 1.** That this Council meet in the Council Chambers, City Hall, 923 8th Street, Boone, Iowa, at 6:00 P.M. on September 3, 2024, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement for a residential project with Prairie Place LLC.

**Section 2.** That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

**Section 3.** The notice of the proposed action shall be in substantially the following form:

**(One publication required)**

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF  
THE CITY OF BOONE IN THE STATE OF IOWA, ON THE  
MATTER OF THE PROPOSAL TO ENTER INTO A  
DEVELOPMENT AGREEMENT FOR A RESIDENTIAL  
PROJECT WITH PRAIRIE PLACE LLC, AND THE HEARING  
THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Boone in the State of Iowa, will hold a public hearing on September 3, 2024, at 6:00 P.M. in the Council Chambers, City Hall, 923 8th Street, Boone, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with Prairie Place LLC (the "Developer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) including 47 Housing Units and certain Public Improvements to serve the Housing Units, on certain real property located within the proposed South Marshall Urban Renewal Area, as defined and legally described in the Agreement (the "Development Property"). The Public Improvements will include streets, sidewalks, water, sanitary sewer, and storm sewer infrastructure to be completed by Developer and dedicated to the City.

The Agreement stipulates that the Developer and the City will enter into a separate development agreement related to the construction of certain Commercial Improvements (as defined in the Agreement) on the Development Property ("Commercial Agreement").

The Agreement would further obligate the City to make up to ten (10) annual payments of Economic Development Grants to Developer using Tax Increment generated by the construction of the Housing Units and collected pursuant to Iowa Code Section 403.19, with each Grant equal to 100% of the Tax Increment remaining after 33.30% of the annual Tax Increment has been set aside by the City to satisfy the LMI housing assistance requirements of Iowa Code Section 403.22, under the terms of the Agreement. The maximum aggregate amount of the Economic Development Grants that may be paid to the Developer under the Agreement, in conjunction with the grants provided under the Commercial Agreement, shall not exceed the lesser of: (i) the amount of available Tax Increments under the terms set forth in the Agreement; (ii) \$1,139,000; or (iii) fifty percent (50%) of the aggregate amount of the Qualified Costs submitted to and approved by the City as a part of Developer's completion of the Public Improvements.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Boone, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Boone in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Clerk, City of Boone in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 19<sup>th</sup> day of August, 2024.

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

**Cory Henson**  
**Kyle Angstrom**  
**Terry Moorman**

**David Byrd**  
**Linda Williamson**

**Lisa Kahookele**  
**Kole Hilsabeck**

\_\_\_\_\_  
Mayor  
City of Boone

\_\_\_\_\_  
Clerk  
City of Boone

Veto

\_\_\_\_\_  
Mayor - City of Boone

Date:

\_\_\_\_\_

**CITY COUNCIL  
CITY OF BOONE, IOWA**

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RESOLUTION NO. 3254

RESOLUTION APPROVING AN AMENDED AND RESTATED OPERATION SERVICES AGREEMENT FOR THE OPERATIONS AND MAINTENANCE OF THE WATER AND WASTEWATER TREATMENT FACILITIES WITH USW UTILITY GROUP (USWUG)

WHEREAS, the City of Boone and USW Utility Group entered into an Agreement on March 1, 2022 for performing services pertaining to providing operation, maintenance and management for the Water and Wastewater Treatment Facilities; and

WHEREAS, to meet the requirements for a “qualified management contract” certain provisions must be amended and restated within the current contract; and

WHEREAS, there is no proposed changes to the scope of services being performed by USW Utility Group; and

WHEREAS, the amended and restated Agreement proposes an extension of the original contract for an additional two (2) years.

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

**Section 1:** That the City of Boone agrees to following amendments and restatements:

- A. Paragraph 1: (insert) “and is intended to constitute a “qualified management contract” pursuant to IRS Revenue Procedure 2017-13.”
- B. Recitals: (Insert) “WHEREAS, to finance construction of the Facilities, the City may, from time to time, issue notes, bonds and indebtedness (the “Bonds”) the interest on which is intended to be excluded from gross income for federal income tax purposes pursuant to the Internal Revenue Code; and  
WHEREAS, USWUG recognizes that the Facilities are public purpose facilities; and  
WHEREAS, to preserve the tax-exempt status of the Bonds, this Agreement must conform to the private activity regulations of the IRS Code and Regulations, and related Revenue Procedures.”
- C. Scope of Services: (insert section 2.50) It is the intention of the parties that the City shall exercise a significant degree of control over the use of the Facilities and, further, that the relationship between the City and USWUG shall at all times fall within the parameters of the "safe harbor" provided by Revenue Procedure 2017-13 issued by the Internal Revenue Service. The City reserves for itself the final authority to approve or reject all of the following actions in connection with the use of the Facilities, and USWUG shall not undertake any such actions without the City's advance approval (the "Reserved Duties"):
  - a. Adoption of the annual budgets for the Facilities;
  - b. Incurring any capital expenditures in connection with the Facilities;
  - c. Any disposition of all or any portion of the Facilities;
  - d. Any change to the rates to be charged for the Facilities or other portion thereof;
  - e. Any action which would jeopardize the tax-exempt status of the Bonds.
- D. Responsibilities of Owner (City): Section 3.13 – “City shall maintain in full force and affect all existing policies of property and general liability insurance pertaining to the Facilities and bears the risk of loss upon damage or destruction to Facilities.”
- E. Compensation: Contract Base Fee added \$5,000.00 in leu of removing the following items:
  - a. Adjusted rates based on annual reconciled cost.
  - b. Section 5.5 USWUG shall be entitled to ten (10%) of savings on chemicals and electricity, fifty percent (50%) of such savings shall be paid to the project staff. USWUG shall be entitled to twenty percent (20%) savings for the July 1, 2023 Agreement year.

- F. Compensation: (restate Section 5.4) All new scope items, at a flat rate to be negotiated between the parties.
- G. Compensation: (insert Section 5.6) No Kick-back Representation. The only compensation USWUG shall receive for the obligations contained in this Agreement shall be the Base Contract Fee enumerated herein, and USWUG shall annually certify to the City that it has received no payment from any third-parties associated with any contract entered into with regard to any aspect of its operations or activities at the Facilities.
- H. Miscellaneous: (insert section 10.10) Tax Positions of Manager. USWUG acknowledges and agrees that the City shall at all times be the tax City of the Facilities and the "qualified user" (as such term is defined and used in that certain Revenue Procedure 2017-13 issued by the Internal Revenue Service). USWUG is not entitled to and will not take any tax position that is inconsistent with the USWUG being a "service provider" (as defined in Revenue Procedure 2017-13) to the City with respect to the Facilities. Without limiting the generality of the preceding sentence, USWUG acknowledges and agrees that it is not entitled to take any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the Facilities.

**Section 2:** That the City of Boone shall compensate USW Utility Group \$80,106.66 per month for the first term for the monthly operations of the Facilities. Monthly based operations will be billed in a lump sum at the end of each month for the services of that month.

**Section 3:** The stated terms of this contract is for five (5) calendar years from the Commencement Date of this Amended and Restated Agreement, and will automatically renew for an additional five (5) calendar years unless otherwise notified by the City prior to one hundred eighty (180) days prior to Agreement expiration date (June 30, 2029). USWUG reserves the right to cancel this Agreement without ninety-(90) days written notice if the City’s account becomes thirty-(30) days past due.

**Section 4:** That said the Amended and Restated Operation Services Agreement is hereby approved and the City Council authorizes Mayor Elijah Stines to sign said Agreement with USW Utility Group.

PASSED THIS 19<sup>th</sup> day of August, 2024.

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

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

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Mayor  
City of Boone

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Clerk  
City of Boone

Veto  \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor - City of Boone



AMENDED AND RESTATED  
OPERATIONS & MAINTENANCE OF THE  
WATER AND WASTEWATER TREATMENT  
FACILITIES AGREEMENT

Amended July 1, 2024

CITY OF BOONE, IOWA

(City)

And

USW UTILITY GROUP

(USWUG)



**AMENDED and RESTATED  
OPERATION SERVICES AGREEMENT**

BETWEEN

CITY OF BOONE, IOWA

*RE: City*

And

**USW Utility Group**

THIS Amended and Restated Operation and Maintenance Agreement (the "Agreement") is to commence on the **1st day of July 2024** (Commencement Date), or other mutually acceptable date, between **USW Utility Group** ("USWUG"), whose address is 1406 Central Avenue, Fort Dodge, IA 50501, furthermore referred to as USWUG, and **City of Boone**, a municipality located in Boone County, Iowa, and acting by and through its duly authorized Mayor-Council (**the "City"**) whose address is 923 8<sup>th</sup> Street, Boone, IA 50036, and is intended to constitute a "*qualified management contract*" pursuant to IRS Revenue Procedure 2017-13.

**RECITALS:**

WHEREAS, The City is the Owner and has the right and obligation to operate and maintain a water treatment plant, wastewater treatment plant, lift stations, and storage system (collectively, the "System and/or Facilities") in Boone County, Iowa, which serves customers of the City, and the City desires to obtain services for the competent operation, maintenance, and management of the System. City is the Owner of the water and wastewater treatment facilities, as described in Exhibit A to this Agreement (the "Description of Facilities"); and

WHEREAS, City desires to engage USWUG to operate and maintain the Facilities on behalf of City and USWUG desires to accept such engagement, all upon the terms and conditions hereafter set forth; and

WHEREAS, USWUG is experienced and capable of providing operation, maintenance and management services for the Facilities; and

WHEREAS, to finance construction of the Facilities, the City may, from time to time, issue notes, bonds and indebtedness (the "Bonds") the interest on which is intended to be excluded from gross income for federal income tax purposes pursuant to the Internal Revenue Code; and

WHEREAS, USWUG recognizes that the Facilities are public purpose facilities; and

WHEREAS, to preserve the tax-exempt status of the Bonds, this Agreement must conform to the private activity regulations of the IRS Code and Regulations, and related Revenue Procedures; and

WHEREAS, City is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other valuable considerations, the sufficiency of which is hereby acknowledged by both parties regarding the details herein, the parties do hereby promise, covenant and agree as follows:

#### **ARTICLE I – DEFINITIONS:**

Wherever used in this Agreement the following terms shall have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 "**Agreement and/or Contract**" means the written instrument which is evidence of the agreement between City and USWUG covering the services to be performed, including the Agreement and any exhibits that are attached to the Agreement or made a part thereof; and any other documents which are incorporated in or referenced in the Agreement and made a part thereof.
- 1.2 "**Applicable Law**" shall mean (i) all of the permits required for the performance by the parties under this Agreement, (ii) all State or federal constitutional restrictions, (iii) all State laws, rules, regulations or directives, (iv) all City ordinances, laws or directives, (v) all federal or State judicial judgments, orders or decrees, (vi) all federal, State or City administrative orders or directives, which are in effect during the Term of this Agreement, or subsequently enacted, adopted, promulgated, issued or enforced during the Term of this Agreement, or subsequently enacted, adopted, promulgated, issued or enforced, and (vii) all federal, State or City consent decrees, stipulations or settlement agreements, in any manner relating to the operation, management, maintenance, repair, upgrade, enhancement, retirement or expansion of the Facilities.
- 1.3 "**Contract Price**" means the compensation outlined in Article V, of this Agreement.
- 1.4 "**USWUG**" or "**Operator**" means USW Utility Group and/or U.S. Water Services Corporation.
- 1.5 "**Cost**" means all direct costs and indirect costs determined on an accrual basis in accordance with generally accepted accounting principles.
- 1.6 "**Day**" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.
- 1.7 "**Emergencies**" are condition or circumstances that threaten the immediate shutdown of or the substantial reduction in the operational capacity of the Facilities, or the life, health or property of the USWUG or City or their employees or agents. Emergencies include situations which, absent USWUG's action, there is a risk of: (i) the Facilities' noncompliance with Applicable Law; (ii) failure of the Facilities to operate; (iii) circumstances affecting the safety of persons or property; (iv) adverse impact of snow and other extreme weather conditions and other natural or man-made disasters; and (v) the occurrence of an event of Force Majeure.
- 1.8 "**Facilities**" mean the City water and wastewater system, including but not limited to, all equipment, structures, instrumentation, pumps, lift stations, vehicles, parts, processes, buildings, fixtures, electrical panels, conduit, tanks, treatment facilities, storage, HVAC, meters, computers, communications systems, valves, easements, and generators.

- 1.9 "**Holiday**" means the holidays observed by City (New Year's Day, President's Day, Spring Holiday (Friday before Easter), Memorial Day, Independence Day, Employee's Birthday (must be taken 30 days before or after their actual birthday), Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, Special Holiday (half of staff gets Christmas Eve off, other half gets New Year's Eve off)).
- 1.10 "**Maintenance**" means those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or otherwise required under standard industry practices to maintain the Facilities in good to excellent condition, ordinary wear and tear excepted, and to maximize the service life of the Facilities.
- 1.11 "**City**" means City (City of Boone, Iowa) Agency, City, representative, as applicable.
- 1.12 "**Permits**" shall refer to all permits and licenses issued to City and required for the discharge of water and wastewater from the Facilities.
- 1.13 "**Project**" means all the work performed pursuant to the Agreement at the Facilities.
- 1.14 "**Prudent Industry Practice**" means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good design, construction, operation, maintenance, repair, replacement and management practices in the municipal water and wastewater industry as observed in the Midwest region of the United States.
- 1.15 "**Repairs**" means those non-routine/non-repetitive activities required for operational continuity, safety and performance generally due to failure or to avert a failure of the equipment, Facilities or some component thereof.
- 1.16 "**Reports**" means all reports including annual reports, monthly operating reports, mutually agreeable reports, and any other reports as required by the permit or manufacturers.
- 1.17 "**Services**" means the Scope of Services outlined in Article II of the Agreement.
- 1.18 "**Unforeseen Circumstance(s)**" shall mean any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non-performance of action required by this Agreement, including but not limited to; (i) an act of God, lightning, tornado, fire, explosion, flood, acts of terrorism; (ii) preliminary or final order of any local, state or federal court, administrative agency or governmental body of competent jurisdiction; (iii) any change in any Applicable Laws as defined herein; (iv) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strikes, work slowdowns or work stoppages by employees of USWUG; (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation, maintenance, management and repair of the Project; and (vi) failure of Facility's design, technology; excluding:
- (i) General economic conditions, interest or inflation rate fluctuations, commodity prices or changes in process, or currency or exchange rate fluctuations;

- (ii) Changes in the financial condition of the City, USWUG, or any of their affiliates or Sub-Contractors of USWUG;
  - (iii) Union work rules which increase the USWUG's operating cost for the Facilities;
  - (iv) Any impact of prevailing wage laws on USWUG's costs, provided however that such requirements or demands may constitute a change of law entitling USWUG to additional compensation;
  - (v) The consequence of USWUG's error, including any errors of USWUG affiliates or Subcontractor; and/or
  - (vi) Litigation against the City and/or USWUG
- 1.19 "**Work Authorization**" means a document which is signed by USWUG and City and authorizes an addition, deletion or revision in the Services, or an adjustment in the contract price or the contract time, issued on or after the Commencement Date of the Agreement.

#### ARTICLE II – SCOPE OF SERVICES:

- 2.1 Commencing on July 1, 2024, or such other date mutually acceptable in writing to USWUG and City (the "Effective Date or Commencement Date"), USWUG will provide all routine operation and maintenance of City's Facilities in accordance with all applicable laws, regulations, ordinances, and City Tariff and Policies on a seven (7) day per week basis within the design capacity of the Facilities as described in Exhibit A to the Agreement. The routine operation, maintenance, and management services to be provided by the USWUG are further described in this section of the Agreement. The Services include: (a) treatment of raw water delivered to the water treatment plant; (b) treatment of wastewater influent delivered to the Facilities; (c) Maintenance of the Facilities (including building and grounds up-keep and maintenance); (d) laboratory testing and analysis as required by the Permits and Applicable Laws; and (e) preparation and prompt delivery of all applicable and required filings, including discharge monitoring reports, monthly operating reports, annual sludge report, sludge management plan, to City and to regulatory agencies as prescribed by Applicable Law; (d) management and support of the Systems; computer based management, process control and maintenance management systems; quality assurance systems; laboratory analysis; security of sites.
- 2.2 USWUG shall be responsible for managing the Systems in accordance with Prudent Industry Practice, which includes, but is not limited to, the management, operations, maintenance and repair of the water treatment plant, wastewater treatment plant, pumping of raw and finished water, water supply wells, and pump stations. USWUG shall manage the Systems with the objectives of (1) producing the highest water quality at the most reasonable price, while improving and extending the useful life of the Systems, and (2) treating wastewater to at least a level that is consistent with the City's water quality permit, and other regulatory requirements, while minimizing odors emitted from the Wastewater System.
- 2.3 USWUG shall assist City in representing City and USWUG's interests with respect to matters involving regulatory agencies and the City's existing and future contractual obligations.

- 2.4 USWUG shall serve as an independent Contractor of the City.
- 2.5 USWUG shall be responsible for expenses incurred in the routine operation of the Facilities, including personnel services, and hand tools. The Services provided under this Agreement are of a professional nature and shall be performed in accordance with the degree of skill and care ordinarily exercised by members of USWUG's profession in the geographic region of Facilities.
- 2.6 USWUG will develop and implement Standard Operating Procedures (SOPs) for the operation and maintenance of the water and wastewater treatment facilities. SOPs shall be developed within ninety (90) days of the Commencement Date of this Agreement, updated annually, if needed, and available to the City for review.
- 2.7 USWUG shall conduct services with safety of staff and public as a primary focus. USWUG shall provide all required Maintenance to preserve the existing life of all assigned equipment and vehicles of the Facilities. Maintenance shall be performed in accordance with manufacturer's specifications and approved operating and maintenance manual/procedures developed for equipment and processes of the Facilities. USWUG shall work with the City to maintain manufacturers' warranties on new equipment installed at the Facilities and, to the extent permitted by the terms of the warranties, enforce existing equipment and structure warrants and guarantees. USWUG shall, within the funding capacity of the Agreement, clean and lubricate equipment as necessary, perform predictive maintenance as appropriate, ensure orderly equipment inspections and needed adjustments, perform plumbing and electrical maintenance of the Facilities, wastewater treatment plant outside mowing contractor, maintain vehicles and light duty service trucks necessary for daily operations, and maintain all the Facilities' instrumentation provided to the USWUG. USWUG shall schedule and track all preventative maintenance in accordance with Prudent Industry Practice. USWUG will perform the maintenance and repair of all equipment, physical facilities, and vehicles assigned for USWUG's use. USWUG shall utilize life cycle cost analyses to determine repair versus replacement of equipment. Maintenance and repair expenses shall be paid directly by the City.
- 2.8 USWUG will provide properly qualified, certified employees for the staffing of the Facilities in accordance with Applicable Laws and the Permits. USWUG commits to employ such managers, operators, and other professionals and staff as are necessary and appropriate to carry out its responsibilities under the Agreement. USWUG shall provide additional staffing levels as required by the Permits or Applicable Laws. Backup services will be provided by USWUG corporate personnel. In addition, USWUG shall monitor the Facilities 24 hours per day, 7 days per week. USWUG shall provide a sufficient number of certified qualified personnel, including management, administrative, operational, customer service, technical, laboratory and clerical, who meet relevant legal requirements and certifications regarding operation and maintenance and are capable and demonstrate experience necessary to operate and maintain the Facilities.
- 2.9 USWUG shall provide sampling and analyses for the Facilities as required by the Permits and Applicable Laws. All sampling and laboratory analyses shall be performed by laboratories certified by the State of Iowa. USWUG shall maintain the on-site process control laboratory. Laboratory procedures shall conform to the most recent edition of Standard Methods for the Examination of

Wastewater or shall be in accordance with testing requirements of the Permits and/or Applicable Laws, as appropriate.

- 2.10 USWUG shall provide an appropriate staffing level to provide operation, maintenance and management coverage of the Facilities, up to six (6) full time equivalent (FTE) employees (the "Staffing Level"). USWUG shall be on call 24 hours per day, 7 days per week for emergency situations. USWUG shall provide employees, up to the approved Staffing Level, to perform all services required by this Agreement and in such situation, USWUG shall be deemed to be an independent contractor for purposes of applicable wage, fringe benefit, and worker compensation laws.
- 2.11 USWUG shall communicate with the designated City liaison as described in Article 3.9 of this Agreement, regarding decisions and other matters related to the operation of the Facilities. In addition, USWUG shall advise the City and serve as City's liaison to regulatory agencies and industrial users in matters related to the operation, maintenance and management of the Facilities. However, USWUG will not act as, or provide, legal counsel in this capacity. Additionally, this Agreement does not preclude the City from communicating with regulatory agencies and industrial users about the Facilities.
- 2.12 USWUG shall comply with all regulatory requirements Permits requirements, and Applicable Law pertaining to the day-to-day operation of the Facilities.
- 2.13 USWUG shall operate, maintain, and repair the City's water treatment plant, wastewater treatment plant, lift stations, and storage in accordance with generally accepted industry standards, Prudent Industry Practices, environmental regulations, Applicable Law, and City's standards in such a manner as to efficiently deliver water to the City's customers that meet water quality standards, efficiently collect wastewater from the City's customers and deliver it to the treatment Facilities, efficiently treat such wastewater and deliver to the discharge Facilities, and provide the City customers with a standard of service delivery which strives to achieve service delivery excellence.
- 2.14 USWUG will prepare reports for the City, state and federal regulatory agencies and will maintain records that are required or deemed useful by USWUG and City to monitor and control the operation of the Facilities. USWUG shall maintain computerized and other necessary reports of operations, maintenance, repair, and improvement activities at the Facilities and shall prepare and submit to the City a monthly report, delivered to the City no later than the last day of the following month, including a narrative and itemized summary of operations, maintenance, repair and replacement activities and data required for monthly reporting to local, state, and federal agencies. The monthly report shall also include the following items: (i) insurance claims that are filed or pending; and (ii) copies of all reports and correspondence made by USWUG to local, state, and federal regulatory agencies on behalf of the City.
- 2.15 USWUG shall collect the data for monitoring required by the Permits and operating reports required by Applicable Law or by this Agreement and shall deliver the required monitoring and operating reports to the City and to the appropriate regulatory agencies with jurisdiction, unless directed otherwise by the City. If required pursuant to Applicable Law, USWUG shall attest as to the accuracy

and completeness of the data collected for each report. City, however, shall at all times be responsible for maintaining all required permits for the ownership and operation of the Facilities.

- 2.16 All Facility records, data, software and information including but not limited to operation reports, laboratory data and budgetary and financial information shall remain the property of the City and cannot be destroyed by USWUG without written consent of City. All site-specific operating procedure guidelines, preventive maintenance and safety programs, and plant evaluation reports shall upon termination of this Agreement, remain the property of the City and cannot be destroyed by USWUG without written consent of City. USWUG assumes that the existing computerized maintenance, process control, and laboratory management systems shall remain intact and be available for USWUG on the Commencement Date.
- 2.17 USWUG shall provide additional technical services when requested by the City. USWUG shall be compensated for such additional technical services in the manner provided by Article 5.2 of this Agreement. A detailed scope of work and cost estimate shall be provided to the City and a written Work Authorization to proceed shall be required before work is initiated.
- 2.18 USWUG shall provide emergency response when required. Emergencies include situations which, absent USWUG's action, there is a risk of: (i) the Facilities' noncompliance with Applicable Law; (ii) failure of the Facilities to operate; (iii) circumstances affecting the safety of persons or property; (iv) adverse impact of snow and other extreme weather conditions and other natural or man-made disasters; and (v) the occurrence of an event of Force Majeure. In an Emergency USWUG may act without written or verbal authority at USWUG's discretion to prevent threatened damage, injury or loss. USWUG shall be compensated for such additional operational, maintenance, engineering and technical services in the manner provided by Article 5.2 of this Agreement.

USWUG shall act in an emergency as promptly as possible.

- 2.19 USWUG will respond to after hours (prior to 7:30AM or after 4:30PM) emergency service calls within two (2) hours of being received.
- 2.20 USWUG shall be responsible for providing the City assistance for maintaining all manufacturers' warranties on new equipment purchased by the City for the Facilities and assist in enforcing existing equipment warranties and guarantees.
- 2.21 USWUG shall comply with all City requirements for affirmative action and the Americans with Disabilities Act of 1990.
- 2.22 USWUG will track all maintenance efforts performed on behalf of the City. USWUG shall provide City with full documentation that maintenance is being performed on all Facilities in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the City. Such a maintenance program shall include documentation of maintenance. USWUG shall have a fully functional CMMS within ninety (90) days of the Commencement Date of this Agreement, provided that the current City asset list, manufacturer's recommended maintenance tasks, and maintenance history (Maintenance Data) is provided at the time of the Commencement Date. If Maintenance Data is not provided at the Commencement Date, USWUG shall have a fully functional

CMMS within ninety (90) days of the receipt of the Maintenance Data in an industry accepted electronic format.

- 2.23 Additional operation and maintenance services not considered routine, or which are required as a result of flood, fire, Act of God, or other Force Majeure, civil disturbance, terrorism or other reasons beyond USWUG's control, are not covered within the scope of this Agreement. If requested, USWUG will assist the City in obtaining or providing the operation and maintenance so required and USWUG will be paid for such assistance in accordance with Article 5.2 of this Agreement. USWUG shall make reasonable efforts to secure the Facilities at appropriate times, within the limits of the security devices provided by the City, to protect against vandalism and intrusion. To the extent possible, USWUG shall keep buildings and gates locked and will have on-site staff coordinate with public safety officials on behalf of City with respect to security for buildings and property, in so doing making reasonable efforts to prevent break-ins and vandalism. USWUG shall rely on City's security and public safety staff for ultimate control and responsibility for the security of property and equipment.
- 2.24 USWUG will supervise all regulatory compliance pertaining to the day-to-day operation and maintenance of the Facilities subject to the limitations of this Agreement.
- 2.25 USWUG shall operate Facilities in compliance with state and federal regulatory requirements. USWUG shall be liable for the payment of fines and/or civil penalties levied against the USWUG and/or the City by any regulatory agency having jurisdiction, as a result of failure to comply with the terms and conditions of any duly authorized Permits, court order, administrative order, Applicable Law, statute, ordinance, etc. for reasons resulting from USWUG's negligence during the Term of this Agreement. USWUG will pay all fines imposed for process upsets and violation of discharge limits unless the process upsets or violations are attributable to:
  - 2.25.1 Flows and/or pollutants which are not within the Design Capabilities of the Facilities, including, but not limited to soluble oil, heavy metals, excessive suspended solids, excessive organic loading, excessive ammonia nitrogen, excessive fats, toxic substances, oils, and greases;
  - 2.25.2 The malfunction or failure of equipment which is not solely due to the negligent act, errors or omissions of USWUG;
  - 2.25.3 Construction activities which are undertaken to improve the Facilities, but which are beyond the operating, and/or maintenance, and/or management scope of services of USWUG as delineated in Article 2;
    - a. Discharges from existing or new industrial facilities in violation of any federal, state, or local pretreatment standards or permits applicable to those discharges;
    - b. In no event shall USWUG be responsible for the payment of state or federal fines imposed or damages, attorney fees, and court costs awarded as a result of actions, inactions, process upsets or violations which occurred prior or existing on July 1, 2024, the Commencement Date of this Agreement between both parties. And which are not due to the sole negligence of the USWUG.



- 2.26 USWUG shall monitor, sample, analyze and report as required by the Iowa Department of Natural Resources (IDNR) with respect to the Permits and Facilities. Testing will include those tests necessary to maintain the daily operation of the water and wastewater treatment Facilities. Testing performed by outside laboratory shall be coordinated and paid for by USWUG.
- 2.27 USWUG will manage and maintain an inventory of chemicals routinely used in the Operation of the Facilities. Chemical inventories will be stored at the Facilities in quantities sufficient to assure continuous Operation of the Facilities. The expenses for such chemicals shall be paid directly by the City.
- 2.28 USWUG shall maintain cleanliness of process equipment and buildings, and general appearance of all buildings.
- 2.29 USWUG shall regularly mow the grass at reasonable intervals at the water treatment plant, lift stations, and storage using equipment provided by the City.
- 2.30 USWUG shall be responsible sludge (“biosolids”) management. Management includes conditioning, thickening/dewatering, stabilization, including all monitoring requirements, transportation, and disposing of all sludge at the wastewater treatment plant utilizing City owned equipment. All cost associated with sludge disposal will be the responsibility of the City. If a third-party contractor’s services are required to maintain adequate sludge disposal, the cost of this third-party contractor shall also be the responsibility of the City.
- 2.31 USWUG shall act in a professional manner in dealing with community groups concerned with any facet of the operations, maintenance, and management; including tours and other public relations programs.
- 2.32 USWUG shall provide the City a listing of any Capital Improvements (\$2,500.00) or greater, excluding USWUG normal on-site labor, the USWUG believes will be required for any of the Facilities covered under the Agreement. USWUG shall not be relieved of its responsibilities to perform up to the capabilities of the existing Facilities if the recommendations are not implemented.
- 2.33 USWUG shall provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, customer service, energy management, etc.
- 2.34 USWUG shall develop and implement a proper safety program within ninety (90) days of Agreement Commencement Date (March 1, 2022) and all portions of that program shall be adhered to. Such safety program shall comply with Applicable Laws and USWUG agrees that it will adhere to all portions of that safety program.
- 2.35 USWUG shall operate the Facilities within the limits and capabilities of the Facilities’ equipment to effectively control odor and noise and insure that there is no avoidable disruption of adjacent neighborhoods.
- 2.36 If requested, USWUG shall maintain 24 hours a day, 7 days a week, and 365 days per year, a telephone or dispatch service with qualified personnel to respond to the System's customer problems and equipment malfunctions. USWUG shall maintain a log memorializing all calls and USWUG's responses thereto.

- 2.37 USWUG operating and maintenance employees shall be readily identifiable to the City's customers by distinctive clothing. USWUG shall provide up to two (2) service vehicles and shall have the USWUG logo prominently displayed.
- 2.38 USWUG shall coordinate with the City's Manager, staff, and professional services consultants, such as attorneys, and engineers as necessary to maintain efficient operation of the System.
- 2.39 USWUG's Project Manager or designated representative will attend regularly scheduled meetings, at the request of the City which have an agenda item relating to the System's operations. The USWUG representative will have direct knowledge of the System's ongoing operations or agenda items as appropriate.
- 2.40 Upon adequate notice from the City, USWUG shall provide speakers qualified to make presentations to citizen and customer groups, civic associations, and schools within the City service area. Subjects shall include, but are not limited to, utility regulations, water and wastewater facilities operations, and customer service matters.
- 2.41 USWUG shall render reasonable assistance in the promotion of good relations with the City's customers and act in a manner befitting a professional USWUG of the City.
- 2.42 USWUG shall provide the appropriate level of staff as required by IDNR, not to exceed the Staffing Level.
- 2.43 USWUG shall not be responsible for damages caused by any defects or flaws inherent in the Systems or Facilities that exist prior to the Commencement Date.
- 2.44 USWUG shall perform all services necessary with the proper and satisfactory operation and maintenance of the Systems in accordance with all Applicable Laws, rules and regulations and permits.
- 2.45 USWUG shall keep City apprised of changes and proposed changes in State and federal laws, rules, and regulations, and inform City of needed changes at the Systems or operations to insure compliance.
- 2.46 It is the intention of the parties that the City shall exercise a significant degree of control over the use of the Facilities and, further, that the relationship between the City and USWUG shall at all times fall within the parameters of the "safe harbor" provided by Revenue Procedure 2017-13 issued by the Internal Revenue Service. The City reserves for itself the final authority to approve or reject all of the following actions in connection with the use of the Facilities, and USWUG shall not undertake any such actions without the City's advance approval (the "Reserved Duties"):
  - a. Adoption of the annual budgets for the Facilities;
  - b. Incurring any capital expenditures in connection with the Facilities;
  - c. Any disposition of all or any portion of the Facilities;
  - d. Any change to the rates to be charged for the Facilities or other portion thereof;
  - e. Any action which would jeopardize the tax-exempt status of the Bonds.

### ARTICLE III – RESPONSIBILITIES OF OWNER (City)

- 3.1 As part of the Agreement, City agrees to assume the following responsibilities:
- 3.2 City shall maintain in full force and effect, in accordance with their respective terms, all guarantees, warranties, easements, permits, licenses, and other similar approvals and consents received or granted to City as Owner of all Facilities and component parts thereof;
- 3.3 City shall be responsible for all capital replacement expenditures which are defined as nonrecurring expenditures greater than \$2,500.00, that the City determines necessary and required, provided that USWUG will first be consulted for justification and need;
- 3.4 City shall be responsible for filing, obtaining, and maintaining current permits for discharge wastewater and Industrial User Permits provided, however, USWUG shall assist City with preparing this filing and shall provide ongoing assistance regarding the maintenance of these permits;
- 3.5 City shall at all times provide access to the Facilities for USWUG, its agents and employees;
- 3.6 City shall provide USWUG the use of all existing equipment owned by City, at no fee, necessary for the operation and maintenance of the Facilities and warrants that such operating equipment is in good condition;
- 3.7 City shall be responsible for all damages to the Facilities, components thereof, USWUG equipment on site, and all resulting liability to any and all third parties, when such damage and/or liability are caused by flood, fire, acts of God or other force majeure, civil disturbances, extreme cold temperatures, excessive subsoil moisture, or misuse of property to the extent City was negligent regarding the misuse of such property;
- 3.8 City shall be responsible for all fines imposed for process upsets and violations of permits attributable to the operation and maintenance of the Facilities to the extent set forth in Section 2.26;
- 3.9 City shall designate an individual to act as liaison with USWUG in connection with the performance of services by USWUG under this Agreement;
- 3.10 City shall be responsible for all property, excise and other taxes assessed on the Facilities;
- 3.11 City shall bear all costs incurred as a result of regulatory requirements not in effect on the Commencement Date of this Agreement;
- 3.12 City shall be responsible for all pre-existing conditions prior to USWUG's management and operation of the facilities, including any liability as a result of out-of-service equipment, combined sewers, inflow and infiltration or deferred maintenance;
- 3.13 City shall maintain in full force and effect all existing policies of property and general liability insurance pertaining to the Facilities and bears the risk of loss upon damage or destruction to the Facilities.
- 3.14 City shall be responsible for payments for utilities (water, sewer, electricity, telephone, internet, and natural gas), maintenance, chemicals, biosolids, and fuel for City owned vehicles and generators.

#### ARTICLE IV – INSURANCE

- 4.1 USWUG will provide and maintain at all times during the term of this Agreement the following minimum insurance coverage:
- 4.1.1 Workers compensation Insurance in compliance with the statutes of the State of Iowa, which has jurisdiction of USWUG employees engaged in the performance of services hereunder, to the required statutory amount;
  - 4.1.2 Comprehensive General Liability Insurance with a minimum combined single limit of two million dollars (\$2,000,000.00), including the broad form property damage endorsement;
  - 4.1.3 Automobile Liability Insurance (owned, non-owned, or hired units) minimum combined single coverage limit of one million dollars (\$1,000,000.00).
  - 4.1.4 Errors and omissions coverage under USWUG's corporate professional liability insurance, with a minimum coverage of one year's fee, and up to USWUG's professional liability insurance limit of two million dollars (\$2,000,000.00).
  - 4.1.5 USWUG Pollution Liability insurance coverage; per claim and aggregate, minimum coverage of five million dollars (\$5,000,000).
  - 4.1.6 Crime insurance coverage; per claim and aggregate, minimum coverage of one million dollars (\$1,000,000).
  - 4.1.7 Employer's Liability insurance coverage; per claim and aggregate, minimum coverage of one million dollars (\$1,000,000).
- 4.2 USWUG will furnish the City with Certificates of Insurance as evidenced that policies providing the required coverage's and limits are in full force and effect upon signing of this Agreement. In addition, USWUG shall name the City as additionally insured for bodily injury and/or property damage in an amount of not less than two million dollars (\$2,000,000). Such policies shall provide that no less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to USWUG and the City.

#### ARTICLE V - COMPENSATION

- 5.1 Contract Base Fee (Contract Price) shall be \$ 80,106.66 per month for the first term for the monthly operations of the Facilities, in accordance with item 5.2 below.
- 5.2 Monthly base operations will be billed in a lump sum at the end of each month for the services of that month. Ancillary charges or additional services will be billed as a cost plus as they occur. This Agreement assumes prompt payment of all invoices. Any invoices remaining unpaid 30 days after issued, will be assessed interest at an interest rate of 1.5% per month, (18% annual).

- 5.3 Should it become necessary to perform services or provide material outside those listed in Article II above, USWUG will provide City a proposal, which must be accepted, signed by City and returned to USWUG before USWUG will undertake any such work.
- 5.4 Contract fee will adjust yearly on July 1<sup>st</sup> of each Agreement year, beginning on July 1<sup>st</sup>, 2023 and shall be increased or decreased based on the consumer price index for “all urban consumers for water, sewer, and garbage services” (nearest SMSA) from October of the previous year to October of the current year but shall not exceed four percent (4%) or be less than three percent (3%), (2) all new scope items, at a flat fee to be negotiated between the Parties.

The July 1st, 2023 contract fee adjustment shall be set at three percent (3%).

- 5.5 IRS Revenue Procedure 2017-13. The parties hereby agree and acknowledge that this Agreement is to be construed and applied so as to constitute a “qualified management contract” that does not result in private business use of property financed by the City within the meaning and intent of IRS Revenue Procedure 2017-13. Accordingly, the parties agree that no portion of USWUG’s compensation hereunder is based on the net profits of the Facilities, nor imposes the burden of bearing any share of the net losses of the Facilities.
- 5.6 No Kick-back Representation. The only compensation USWUG shall receive for the obligations contained in this Agreement shall be the Base Contract Fee enumerated herein, and USWUG shall annually certify to the City that it has received no payment from any third-parties associated with any contract entered into with regard to any aspect of its operations or activities at the Facilities.

**ARTICLE VI – TERM OF AGREEMENT**

The stated Term of this contract is for five (5) calendar years from the Commencement Date of this Amended and Restated Agreement and will automatically renew for an additional five (5) calendar years unless otherwise notified by City prior to one hundred eighty (180) days prior to Agreement Expiration Date (June 30, 2029). USWUG reserves the right to cancel this agreement without ninety (90) days written notice if City’s account becomes thirty (30) days past due.

**ARTICLE VII – TERMINATION**

- 7.1 This Agreement may be terminated upon ninety (90) days written notice given by the City to USWUG for default by USWUG. Should USWUG fail to appropriately cure or produce a good faith effort to cure the default within the ninety (90) day notice period the Agreement shall terminate.

<p><b>City</b>  City of Boone  923 8<sup>th</sup> Street  Boone, IA 50036</p>	<p><b>USWUG</b>  USW Utility Group  1406 Central Avenue  Fort Dodge, IA 50501</p>
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- 7.2 This Agreement may be terminated upon ninety (90) days written notice given by USWUG to the City for default by the City. Should the City fail to appropriately cure or produce a good faith effort to

cure the default within the ninety (90) day notice period the Agreement shall terminate. Any notices of cancellation shall be presented by certified mail to:

**City**  
City of Boone  
923 8<sup>th</sup> Street  
Boone, IA 50036

**USWUG**  
USW Utility Group  
1406 Central Avenue  
Fort Dodge, IA 50501

**ARTICLE VIII – CHANGES:**

- 8.1 USWUG or the City may request, respectively, changes in the services authorized under this Agreement which are within Article II of this Agreement, including without limitation, additional operational and maintenance services not considered "routine" (for example: maintenance and management, construction and installation of capital projects and repairs caused by events outside USWUG's control if these cannot be accommodated within normal expense budgets), changes required by new or revised laws, rules, regulations or code requirements, or new or amended orders of any public authority or court, the happening of Force Majeure including without limitation, flood, fire, act of God, civil disobedience, terrorist acts, or other causes beyond USWUG's reasonable control or which result from USWUG encountering conditions or circumstances during performance of its services under this Agreement which are materially different from those described or represented by the City regarding the operational or maintenance characteristics or circumstances of the Facility. These changes may be made only by written Work Authorizations, executed by the City and USWUG, unless accomplished under emergency conditions with verbal authorization.
- 8.2 In the event changes in the work result in increased work, the City will pay USWUG for hours worked, equipment used, and materials expended in accordance with Article 5.2.
- 8.3 In an Emergency; any increase in the monthly fee or extension of time claimed by USWUG on account of acts taken in connection with such Emergency shall be paid to USWUG in accordance with Article 5. 2.

**ARTICLE IX – INDEMNIFICATION:**

- 9.1 USWUG AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY LIABILITY, CLAIM, DEMAND OR CAUSE OF ACTION RESULTING FROM BODILY INJURY TO OR ILLNESS OR DEATH OF ANY PERSON OR DESTRUCTION OR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE OF USWUG OR ITS EMPLOYEES IN THE PERFORMANCE OF THE SERVICES OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE AGREEMENT.
- 9.2 CITY AGREES TO INDEMNIFY AND HOLD USWUG HARMLESS FROM ANY LIABILITY CLAIM, DEMANDS OR CAUSE OF ACTION RESULTING FROM BODILY INJURY TO OR ILLNESS OR DEATH OF, ANY PERSON OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY TO THE EXTENT CAUSED BY THE NEGLIGENCE OF THE CITY OR ITS EMPLOYEES IN THE PERFORMANCE OF THE SERVICES OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE AGREEMENT.

- 9.3 IN THE EVENT THAT BOTH USWUG AND THE CITY ARE FOUND BY A FINDER OF FACT TO BE NEGLIGENT, AND THE NEGLIGENCE OF BOTH IS THE PROXIMATE CAUSE OF THE CLAIM, DAMAGE, COST OR EXPENSE, THEN IN SUCH EVENT, EACH PART SHALL BE RESPONSIBLE FOR THE PORTION OF THE LIABILITY EQUAL TO ITS COMPARATIVE SHARE OF THE TOTAL NEGLIGENCE.
- 9.4 WITH RESPECT TO ANY LOSS, DAMAGE, INJURY, HANDLING, STORAGE, RELEASE, DISCHARGE, ESCAPE, OR OTHER DISPOSITION OF HAZARDOUS SUBSTANCES, WASTES, POLLUTANTS, OR CONTAMINANTS, USWUG'S OBLIGATIONS TO CITY FOR INDEMNITY AND/OR CONTRIBUTION SHALL NOT APPLY IF SUCH REMOVAL, HANDLING, STORAGE, RELEASE, DISCHARGE, ESCAPE, OR OTHER DISPOSITION IS NOT REQUIRED BY ANY LOCAL, STATE, OR FEDERAL LAW, RULE OR REGULATION OR WHERE THE LOSS, DAMAGE, INJURY OR CLAIM IS NOT THE RESULT OF USWUG'S NEGLIGENCE.

#### ARTICLE X – MISCELLANEOUS:

- 10.1 Any temporary or portable equipment which is provided by USWUG during the term of this Agreement and which is not deemed part of the Facility or has not been paid in full by the City shall remain the property of USWUG upon termination of this Agreement. USWUG shall not make any Capital replacements of the Facility or any component thereof without the prior written approval of the City.
- 10.2 This Agreement represents the entire Agreement of the parties and may only be modified or amended in writing, signed by both Parties.
- 10.3 Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail, to USW Utility Group, Attention: Jeffrey DuPont, Vice President and to the City, Attention: City Administrator at the addresses set forth for each in the opening paragraph of this Agreement.
- 10.4 No waiver, discharge, or renunciation of any claim or right of USWUG arising out of breach of this Agreement by the City shall be effective unless signed in writing by USWUG and supported by separate consideration.
- 10.5 This Agreement shall be deemed to have been made in the State of Iowa and shall be governed by and construed in accordance with the laws of the State of Iowa.
- 10.6 The relationship of USWUG to the City is that of independent contractor for all purposes under this Agreement, including for the purposes of applicable wage, tax, fringe benefit and worker compensation laws. This Agreement is not intended to create, and shall not be construed as creating, between USWUG and City, the relationship of principal and agent, joint ventures, co-partners or other similar relationship, the existence of which is hereby expressly denied.
- 10.7 The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.
- 10.8 This Agreement shall be binding upon the successors and assigns of each of the parties, but neither party shall assign this Agreement without prior written consent of the other party, which consent

shall not be unreasonably withheld. City may assign this Agreement to a new owner of the Facilities if City sells the Facilities, provided, however, that such assignee expressly and in writing assumes all obligations of City under this Agreement.

- 10.9 Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of the Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.
- 10.10 Tax Positions of Manager. USWUG acknowledges and agrees that the City shall at all times be the tax City of the Facilities and the "qualified user" (as such term is defined and used in that certain Revenue Procedure 2017-13 issued by the Internal Revenue Service). USWUG is not entitled to and will not take any tax position that is inconsistent with the USWUG being a "service provider" (as defined in Revenue Procedure 2017-13) to the City with respect to the Facilities. Without limiting the generality of the preceding sentence, USWUG acknowledges and agrees that it is not entitled to take any depreciation or amortization, investment tax credit, or deduction for any payment as rent with respect to the Facilities.

**ARTICLE XI – ATTORNEY’S FEES:**

- 11.1 The prevailing party in such action shall be entitled to award and reasonable attorney’s fees related to litigation. This includes, but is not limited to expenses incurred in any attempt to collect on this contract, interest accumulated, as well as court filing fees or similar costs.

**ARTICLE XII – JURISDICTION:**

- 12.1 Payment for services rendered under this agreement is due in Pasco, County, FL, and the failure to timely and fully make any such payment constitutes a breach of this agreement. With such breach deemed by the parties hereto to have occurred in Boone County, IA the resolution of any claim or dispute arising from or relating to this agreement must be determined in Boone County, IA. Sole and exclusive venue for any legal action arising from or relating to this agreement shall be in Boone County, IA, to the exclusion of any other venue and courts.

This agreement, consisting of 20 pages, represents the entire understanding between the City and USWUG in respect to the Project and may only be modified in writing and signed by both parties.



IN WITNESS THEREOF, USWUG, by its duly authorized Officer, and the City, by its duly authorized Administrator, has executed this Agreement as to the date and year first above written.

**City (The "City")**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Attest \_\_\_\_\_

By: \_\_\_\_\_

**USW Utility Group (The "Contractor")**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Attest \_\_\_\_\_

By: \_\_\_\_\_

## OPERATION, MAINTENANCE, AND MANAGEMENT AGREEMENT

### EXHIBIT A

#### Description of Facilities

For purposes of this Agreement, the following Facilities are included:

##### Water Treatment Plant

State of Iowa - IDNR - PWSID #08-19-0-33

A 6.9 MGD Lime Softening Water Treatment Plant constructed in 1998-2000. This facility is classified as a Grade IV Treatment Plant and consists of the following units:

- Aeration
- Two Upflow solids contact clarifiers
- Recarbonation tank
- Four gravity single media filters
- Chlorine contact basin
- Fluoridation
- Two Million Gallon (MG) ground storage reservoir
- High service pump station with three pumps with a capacity of a pumping rate of 1750 gpm each.
- Diesel generator for emergency use
- 14 shallow Wells located along the east bank of the Des Moines River (Well #12 (1929), Well #13 (1929), Well #16 (1931), Well #19 (1940), Well #20 (1940), Well #21 (1966), Well #22 (1971), Well #23 (1979), Well #24 (1991), Well #25 (1998), Well #26 (1999), Well #27 (1999), Well #28 (1999), Well #29 (2003))

*The Boone Water Works also provides water to Xenia Rural Water and Logansport Water District .*

##### Wastewater Treatment Plant

State of Iowa - IDNR - #08-19-0-01

A Vertical Loop Reactor (VLR) activated sludge wastewater treatment plant construction in 1994-1996. This facility is classified as a Grade IV Treatment Plant and consists of the following units:

- Traveling bar fine - screening
- 12" and 36" parshall flumes with sonic head flow sensor

- Two 20,000 gallon capacity aerated grit chambers
- Four VLR activated sludge aeration basins
- Two 110 ft. final clarifiers
- Post aeration basin
- Four aerobic digesters
- One 2 meter belt filter press
- Diesel generator for emergency use

The treatment plant is designed to treat:

- \* An average dry weather (ADW) flow of 2.1000 Million Gallons Per Day (MGD).
- \* An average wet weather (AWW) flow of 7.0000 Million Gallons Per Day (MGD).
- \* A maximum wet weather (MWW) flow of 15.1000 Million Gallons Per Day (MGD).
- \* A design 5-day biochemical oxygen demand (BOD5) load of 4000 lbs/day.

### Lift Stations

There are currently six (6) Lift Stations (LS).

- W. Park Avenue LS located at 1313 West Park Avenue
- Airport Road LS located at 902 Corporal Snedden Drive
- (Race Track) 220<sup>th</sup> Street LS located at 1494 220<sup>th</sup> Street
- South Linn LS located at 1817 South Linn Street
- 14<sup>th</sup> and Division Street LS located at 1402 Division Street
- Fareway Warehouse LS located at Quartz Avenue

### Storage

There are currently three (3) elevated storage tanks:

- Greene Street (350,000 gallons)
- Industrial Road (500,000 gallons)
- Clinton Street (750,000 gallons)

**CITY COUNCIL  
CITY OF BOONE, IOWA**

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RESOLUTION NO. 3255

RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY CATALYST BUILDING REMEDIATION GRANT AGREEMENT BETWEEN THE IOWA ECONOMIC DEVELOPMENT AUTHORITY (IEDA) AND THE CITY OF BOONE

WHEREAS, the IEDA established a Community Catalyst Building Remediation Fund pursuant to Iowa Code Section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the City of Boone submitted a grant application on behalf of 1003 Marshall Street, Boone, Iowa, to the IEDA; and

WHEREAS, the IEDA determined that the proposed Project is eligible for the Community Catalyst Building Remediation Grant and approved the application; and

WHEREAS, total state funds under this Agreement shall not exceed \$100,000.00 for costs directly related to the project as shown in the approved application.

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

**Section 1:** That the City of Boone shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant amount and the final request of the remaining funds shall be made within sixty (60) days after the Project Completion Date. Payment shall be made on a reimbursement basis through IowaGrants.gov.

**Section 2:** That the City of Boone shall prepare, review and sign reports describing and documenting work completed, including photographs of the completed Project. The IEDA shall have the right to review and observe, at any time, completed work and work in progress.

**Section 3:** That the City of Boone shall provide the IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate.

**Section 4:** That said Agreement may be terminated in any of the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under the this agreement under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; d) immediately or upon written mutual agreement by all parties to terminate the Agreement.

**Section 5:** That said Agreement is hereby approved and the City Council authorizes Mayor Elijah Stines to sign the Agreement with the Iowa Economic Development Authority (IEDA).

PASSED THIS 19<sup>th</sup> day of August, 2024.

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

**Cory Henson**   
**Kyle Angstrom**   
**Terry Moorman**

**David Byrd**   
**Linda Williamson**

**Lisa Kahookele**   
**Kole Hilsabeck**

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Mayor  
City of Boone

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Clerk  
City of Boone

Veto  \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor - City of Boone

**IOWA ECONOMIC DEVELOPMENT AUTHORITY  
IOWA DOWNTOWN RESOURCE CENTER  
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

**GRANTEE:** City of Boone  
**AGREEMENT NUMBER:** 24-CTBF-04  
**DATE OF AWARD LETTER:** July 16, 2024  
**PROJECT COMPLETION DATE:** July 16, 2026  
**GRANT AMOUNT:** \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Boone, 923 8th street, Boone, Iowa 50036 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors.

**11. REPORTING REQUIREMENTS.** The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;

2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

**12. PAYMENT PROCEDURES.** Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

**13. PUBLICATIONS.** The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

**14. DEFAULT.** The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

**15. TERMINATION.** This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

**16. REMEDY UPON TERMINATION.** In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

**17. NONASSIGNMENT OF AGREEMENT.** The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

**18. WRITING REQUIRED.** No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

**19. COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE.** The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

**20. COMPLIANCE WITH STATE OR LOCAL BUILDING CODE.**

(a) The Grantee must provide evidence that the Project complies with the state building code, if either of the following applies:

1. The Project is located in a governmental subdivision which has not adopted a local building code, or

2. The Project is located in a governmental subdivision which has adopted a building code, but the building code is not enforced. If the state building code is applicable to the project, bidding for construction shall not be conducted prior to the written approval of final plans by the state building code bureau.

(b) The Grantee must provide evidence that the Project complies with local building codes if the Project is located in a governmental subdivision which has adopted a local building code and the building code is enforced.

**21. COMPLIANCE WITH EE0/AA PROVISIONS.** The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material

breach of this Agreement.

**22. INDEMNIFICATION AGAINST LOSS OR DAMAGE.** The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

**23. RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS AND PROJECT.** IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials. At IEDA's request, Recipient will assist IEDA in obtaining photos of the project by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide any necessary access to the project

**24. PUBLIC RECORDS: RECORDS RETENTION.** All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

**25. SURVIVAL OF AGREEMENT.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

**26. GOVERNING LAW.** This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

**27. FINAL AUTHORITY.** The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

**28. USE OF NAME.** The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.

**29. COMPLIANCE WITH IOWA CODE CHAPTER 8F.** If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

**30. LEGISLATIVE CHANGES.** The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

**31. JOINT AND SEVERAL LIABILITY.** If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

**32. WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

**33. CONFLICT OF INTEREST.** The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply

to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

**34. MAINTENANCE OF INSURANCE.** The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

**35. DEVELOPMENT CONTRACT AGREEMENT.** Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

**36. IMMUNITY FROM LIABILITY.** Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

**37. NONAGENCY.** The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

**38. HEADINGS OR CAPTIONS.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

**39. DOCUMENTS INCORPORATED BY REFERENCE.** The following are hereby incorporated by reference:

- (a) Agreement Scope of Work and Budget
- (b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

**40. ORDER OF PRIORITY.** In the event of a conflict between documents, the following order or priority shall be applied:

- (a) Articles 1-40 of this Grant Agreement.
- (b) Agreement Scope of Work and Budget
- (c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

**41. INTEGRATION.** This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

**RECIPIENT: City of Boone**

**IOWA ECONOMIC DEVELOPMENT AUTHORITY:**

BY: \_\_\_\_\_  
 Mayor  
 City of Boone  
 923 8th street  
 Boone, Iowa 50036

BY: \_\_\_\_\_  
 Deborah Durham, Director  
 Iowa Economic Development Authority



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## CITY OF BOONE - STAFF REVIEW

CITY COUNCIL  
AUGUST 19, 2024

### **Request to rezone parcels of property in the 2600 Blk of Eastgate Drive, from A-1 Agricultural District to M-4 General Industrial District.**

LEGAL DESCRIPTION(S): W ½ OF E 62 AC LY N of US Hwy 30 IN E ½ SW ¼

E ½ OF E 62 AC LY N OF US HWY #30 IN E ½ SW ¼

PROPERTY ADDRESS: PARCEL #088426353182003 & #088426353182002 IN THE 2600 BLOCK OF EASTGATE DRIVE

Code Section: §175.31

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#### **Staff Review distribution list:**

*Planning and Zoning Commission ▪ City Administrator ▪ City Engineer ▪ Emergency Services ▪ Building Official ▪ Public Works Director ▪ Economic Development*

#### **INTRODUCTION:**

The following documents have been submitted to the City of Boone and are the basis for the review comments included in this report. Copies of any of these documents are available upon request and can be reviewed at the Building Official's office.

**Exhibit A – City of Boone zoning map.**

**Exhibit B – Petition to amend Zoning District boundaries.**

**Exhibit C – Statement of Justification**

**Exhibit D – A-1, Agricultural District standards.**

**Exhibit E – M-4, General Industrial District standards.**

**Exhibit F – Conceptual site plan for the Daisy facility.**

#### **BACKGROUND:**

Daisy has requested the rezoning of two parcels of land for the purpose of building a food processing facility by the company. The parcels of property requesting rezoning are currently classified as an A-1, Agricultural District, and are currently undeveloped and being used as farm ground. A-1 districts do not allow for a variety of manufacturing uses and applications which are necessary for the functioning of Daisy's plant operations.

The request to rezone to a M-4, General Industrial district, would fit into the general zoning of the area as it abuts a current M-4 zoned district within the R.L. Fisher Business Park. The Daisy project would incorporate currently zoned M-4 parcels, with the addition of the two (2) requested parcels together to build the proposed food processing plant and related facilities. Daisy's facilities will also incorporate additional land to the East, which will be annexed into the City of Boone and designated a M-4 zoning.

All the current abutting businesses within the RL Fisher Business Park, which will be adjacent to the proposed facility, currently lie within the already established M-4 district.

**ANALYSIS:**

After reviewing the above noted exhibits, Staff offers the following comments (Staff comments are identified below). **Recommendations are made in BOLD underline.**

The use of a A-1 district will not fit the proposed use for the new development of this property. A proposed M-4 zoning classification will fit into the zoning classifications of adjoining properties and allow for the uses proposed by the Daisy food processing facility. This change does not change the overall intention for the use of the land within the area of RL Fisher Business Park and area.

On August 12, 2024, the Boone Planning and Zoning Commission met to review and discuss the rezoning request by Daisy Brand, LLC. The Planning and Zoning committee voted to recommend approval of the rezoning with 6 members voting yes and 1 abstaining.

*What recommendation will be given to the Boone City Council?*

**The parcels of property requesting rezoning to a M-4, general industrial zoning district, will fit the zoning of the general area.**

**The Planning and Zoning Commission and staff both recommends the approval of the rezoning.**

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***ALL RECOMMENDATIONS AND CONDITIONS MUST BE PUT IN WRITING AND FORWARDED TO THE BOONE CITY COUNCIL FOR FINAL CONSIDERATION.***

Petition No. \_\_\_\_\_

Petitioner Information: (if multiple landowners are involved in this petition, attach a separate sheet with the following information)

<u>Daisy Brand, LLC</u>				
<small>Last Name</small>	<small>First Name</small>	<small>Home Phone</small>	<small>Work Phone</small>	
<u>12750 Merit Dr, Suite 600</u>	<u>Dallas</u>	<u>TX</u>	<u>75251</u>	
<small>Mailing Address</small>	<small>City</small>	<small>State</small>	<small>Zip</small>	
<u>cblase@daisybrand.com</u>				
<small>Email</small>	<small>911 City</small>	<small>911 State</small>	<small>911 Zip</small>	

General Property Location:

Quarter SW Section 35 Township Name: 84 Parcel Identification No. 088426353182003

Current Land Use:

- Agriculture-crop production     Residential     Vacant     Other: \_\_\_\_\_  
 Agriculture-pasture/livestock     Farmstead     Industrial     Commercial

Current Zoning: Agriculture Lot Area: 31.03

Proposed Zoning: M4 Proposed Use: Industrial - Manufacturing

Statement of Justification: Attach a separate, legible and reproducible written narrative addressing each of the following:

1. **Project Description:** Describe, in detail, the nature of the proposed project for which the rezoning is being requested.
2. **Conformance to Adopted Plan:** Demonstrate the conformance of the proposed zoning to the adopted City Comprehensive Plan and City Comprehensive Land Use Map.
3. **Conformance to District Intent:** Demonstrate the conformance of the proposed use and zoning to the Statement of Intent for the District, and conformance of the proposed project to the District requirements.
4. **Compatibility with Surrounding Area:** Demonstrate the compatibility of the proposed zoning and project with the character of the immediate vicinity and with the potential development and use of adjacent property.
5. **Environmental Protection:** Describe the suitabilities and limitation imposed by the site's natural resources for the proposed project and for potential development under the requested zoning classification. Describe measures to mitigate development impacts and/or protect environmental resources.
6. **Facilities and Services:** Describe the impacts of the proposed project on public/private facilities and services including, as appropriate, transportation, water, waste treatment and police or fire protection.

General Site Plan Required: A General Site Plan, which identifies all proposed lots and access drawn to scale must be attached and made part of this petition. The Site Plan shall clearly show the property under consideration and shall show all properties within 250-feet of the property under consideration. The property boundaries and property legal description shall be based on actual survey or legal description of record.

Surrounding Owners: Attach a list of names and addresses of all property owners of record within 250-feet of the property under consideration. Key the names to properties on the General Site Plan.

Required Fee: This petition shall be accompanied by a non-refundable Rezoning Fee of four hundred dollars (\$400), payable to City of Boone.

The undersigned Petitioner certifies under oath that the foregoing information is true and correct\*.

Daisy Brand LLC      7/23/2024      Chris Blum      7/23/2024  
 Owner                      Date                      Agent                      Date

\*An original signed letter of acknowledgment must be included for each property owner within the area proposed for amendment.

For Office Use Only			
Recommendation by the P&Z Commission	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny	Date: _____
Action on Petition by the City Council	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny	Date: _____
Date Petition Received:			<u>Chairman</u>
Ordinance Number if Approved:			<u>Mayor</u>
Receipt No.:	<u>(\$400 Rezoning Fee)</u>		

**Re Zoning Request – Daisy (Anderson Property)**

**Statement of Justification: Attachment**

1. Project Description: Describe, in detail, the nature of the proposed project for which the rezoning is being requested.

**Construction of an estimated 750,000 square foot state of the art dairy processing facility. Project includes related parking and internal roadways.**

2. Conformance to Adopted Plan: Demonstrate the conformance of the proposed zoning to the adopted City Comprehensive Plan and City Comprehensive Land Use Map.

**It is our understanding that this land has been identified as an area for industrial growth. The land immediately to the West of these 62 acres is Zoned M4.**

3. Conformance to District Intent: Demonstrate the conformance of the proposed use and zoning to the Statement of Intent for the District, and conformance of the proposed project to the District requirements.

**The M4 Zoning ordinance clearly identifies dairy processing as an acceptable use.**

4. Compatibility with Surrounding Area: Demonstrate the compatibility of the proposed zoning and project with the character of the immediate vicinity and with the potential development and use of adjacent property.

**The property to the West is currently zoned M4; existing businesses are light industrial and commercial in nature.**

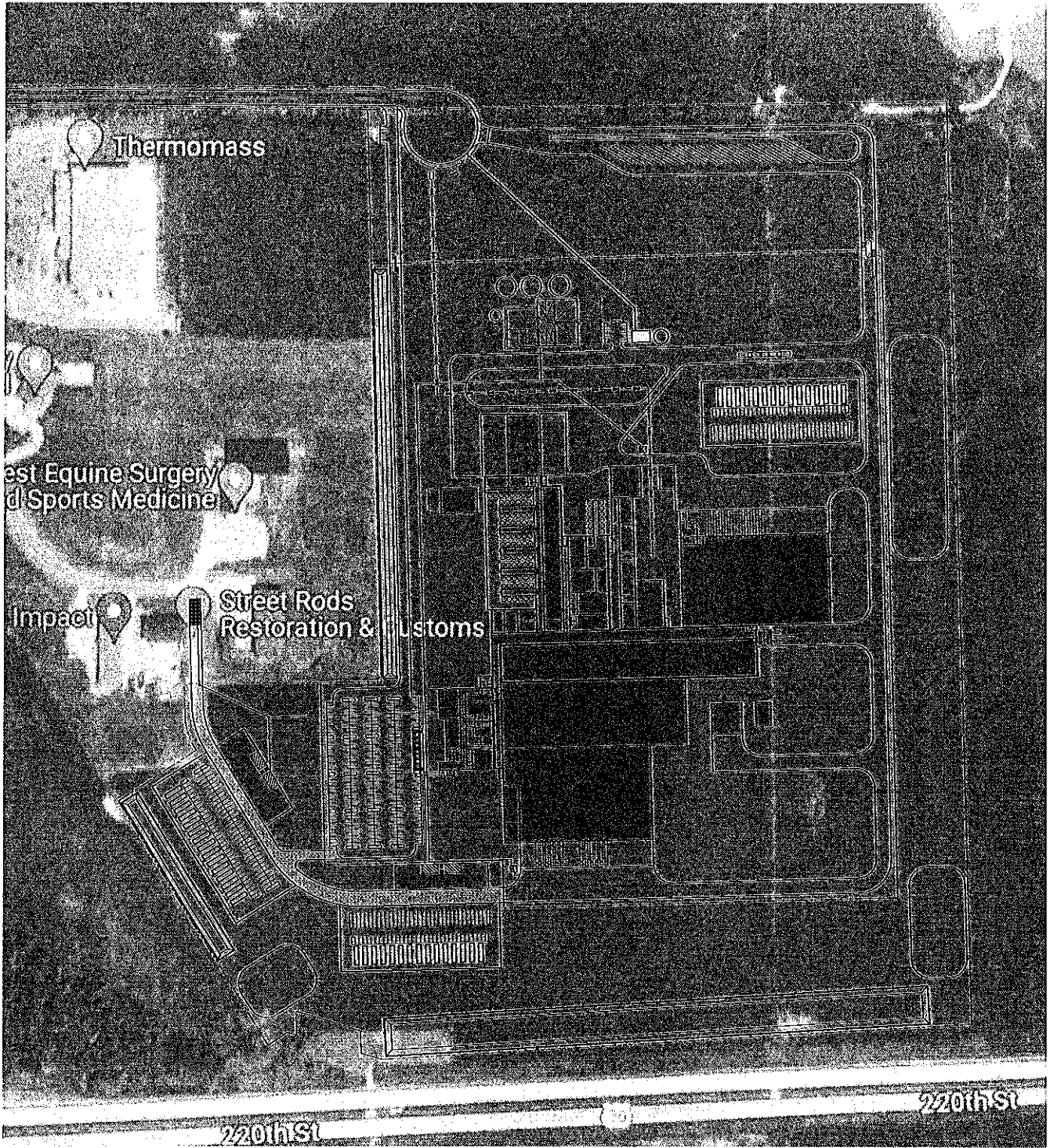
**We have the land to the immediate East of this property under a possession agreement and will be requesting it to be rezoned to M4 from agriculture.**

**Land to the North is agriculture and City property utilized for the airport.**

**The land to the South is US Highway 30.**

5. Environmental Protection: Describe the suitabilities and limitation imposed by the site's natural resources for the proposed project and for potential development under the requested zoning classification. Describe measures to mitigate development impacts and/or protect environmental resources.

**We have completed a geotechnical report on this site and there are no measures to be mitigated to support the development of our proposed project.**



Thermomass

West Equine Surgery  
and Sports Medicine

Impact

Street Rods  
Restoration & Customs

220th St

220th St

**Surrounding Owners:**

<b>Address /Parcel Number</b>	<b>Owner</b>	<b>Owner Address</b>
800 Cpl Roger Snedden Dr	<b>Primary Owner</b> (Deed Holder) Nittobo America Inc	800 Snedden Drive Boone, IA 50036
1000 Technology Dr	<b>Primary Owner</b> (Deed Holder) Composite Technologies Corp	6467 S Falkenburg Rd Riverview, FL 33578
2615 Eastgate Dr Boone	<b>Primary Owner</b> (Deed Holder) Equus Land LLC	1354 270th St Boone, IA 50036
2618 Eastgate Dr	<b>Primary Owner</b> (Deed Holder) M&K Holdings LLC C/O Kevin Wilson	2618 Eastgate Dr Boone, IA 50036
088426353282044 088426353282050 088426353282054 088426353282051	<b>Primary Owner</b> (Deed Holder) Boone County Economic Growth Corp	903 Story St Boone, IA 50036
088326022082001	<b>Primary Owner</b> (Deed Holder) Smith, Thomas L Smith, Dawn M	1682 220th St Boone, IA 50036
1668 220th St	<b>Primary Owner</b> (Deed Holder) Koos, Wayne O Koos, Norma J	1326 Southview CT Boone, IA 50036
088426354300001 088426354200002	<b>Primary Owner</b> (Deed Holder) Parcorp Inc	Peterson, Gerald 17601 Madison Dr Clive, IA 50325
088426351382001	<b>Primary Owner</b> (Deed Holder) Boone, City Of	Airport Expansion 1410 8th St Boone, IA 50036

**AGREEMENT GRANTING POSSESSION  
PRIOR TO FINAL SETTLEMENT**

This Agreement is between James J. Anderson and Linda J. Anderson, a married couple, hereinafter referred to as "Anderson", and Daisy Brand, LLC, hereinafter referred to as "Daisy".

WHEREAS, Anderson is the owner of real property located in Boone County, Iowa, legally described as:

East 62.00 acres lying North of U.S. Highway No. 30 in East Half (1/2) of Southwest quarter (1/4) of Section thirty-five (35), Township eighty-four (84) North, Range twenty-six (26), West of the 5<sup>th</sup> P.M., in the City of Boone, Boone County, Iowa, as shown on Plat of Survey recorded in Plat Book 32, Page 131, excepting therefrom East half (1/2) of said East 62.00 acres, as shown on Plat of Survey recorded in Plat Book 32, Page 166, in the office of the Recorder of Boone County, Iowa.

Subject to Easements, Restrictions and Covenants of Record; and

WHEREAS, Daisy has exercised an Option to Purchase the Anderson property; and

WHEREAS, the final settlement of the sale of real estate is tentatively scheduled for September 10, 2024; and

WHEREAS, Daisy has requested that prior to final settlement Anderson allow Daisy to come upon the real estate for the purpose of inspecting, surveying, and testing, including taking soil borings if necessary; and

WHEREAS, Anderson agrees that Daisy shall be allowed to come upon the property for the purpose of inspecting, surveying, and testing, including taking soil borings if necessary so long as there is no excavating or construction on the property pending final settlement; and


WHEREAS, Daisy has further requested that Anderson assist Daisy in working with the City of Boone, Iowa to annex the land and rezone the land prior to the closing date; and

WHEREAS, Anderson agrees to cooperate and assist Daisy in the process of applying for annexation and rezoning if necessary.

NOW, THEREFORE, it is hereby agreed:


1. Daisy shall be allowed access to the property prior to final settlement to inspect, survey, and test, including taking soil borings if necessary.
2. Daisy shall not excavate the soil or begin any construction until final settlement.
3. Anderson shall cooperate with Daisy in applying for annexation to the City of Boone and rezoning if necessary.
4. Daisy agrees that it shall be responsible to provide insurance on their personal property utilized on the property prior to final settlement.
5. Daisy agrees to indemnify and hold Anderson harmless from any and all claims, losses or liability by reason of Daisy's activities on the property prior to final settlement.

Dated this 27 day of June, 2024.

  
James J. Anderson

DAISY BRAND, LLC

  
Linda J. Anderson

by   
Chris Blase, Manager

<small>dotloop verified 06/26/24 9:47 AM CDT ENSP-DULR-CH2P-EJY</small>
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Petition No. \_\_\_\_\_

Petitioner Information: (if multiple landowners are involved in this petition, attach a separate sheet with the following information)

5

Daisy Brand, LLC			
Last Name	First Name	Home Phone	Work Phone
12750 Merit Dr, Suite 600	Dallas	TX	75251
Mailing Address	City	State	Zip
cblase@daisybrand.com			
Email	E911 City	E911 State	E911 Zip

General Property Location:

Quarter SW Section 35 Township Name: 84 Parcel Identification No. 088426353182002

Current Land Use:

Agriculture-crop production     Residential     Vacant     Other : \_\_\_\_\_  
 Agriculture-pasture/livestock     Farmstead     Industrial     Commercial

Current Zoning: Agriculture Lot Area: 31.03

Proposed Zoning: M4 Proposed Use: Industrial - Manufacturing

Statement of Justification: Attach a separate, legible and reproducible written narrative addressing each of the following:

- Project Description:** Describe, in detail, the nature of the proposed project for which the rezoning is being requested.
- Conformance to Adopted Plan:** Demonstrate the conformance of the proposed zoning to the adopted City Comprehensive Plan and City Comprehensive Land Use Map.
- Conformance to District Intent:** Demonstrate the conformance of the proposed use and zoning to the Statement of Intent for the District, and conformance of the proposed project to the District requirements.
- Compatibility with Surrounding Area:** Demonstrate the compatibility of the proposed zoning and project with the character of the immediate vicinity and with the potential development and use of adjacent property.
- Environmental Protection:** Describe the suitability and limitation imposed by the site's natural resources for the proposed project and for potential development under the requested zoning classification. Describe measures to mitigate development impacts and/or protect environmental resources.
- Facilities and Services:** Describe the impacts of the proposed project on public/private facilities and services including, as appropriate, transportation, water, waste treatment and police or fire protection.

General Site Plan Required: A General Site Plan, which identifies all proposed lots and access drawn to scale must be attached and made part of this petition. The Site Plan shall clearly show the property under consideration and shall show all properties within 250-feet of the property under consideration. The property boundaries and property legal description shall be based on actual survey or legal description of record.

Surrounding Owners: Attach a list of names and addresses of all property owners of record within 250-feet of the property under consideration. Key the names to properties on the General Site Plan.

Required Fee: This petition shall be accompanied by a non-refundable Rezoning Fee of four hundred dollars (\$400), payable to City of Boone.

The undersigned Petitioner certifies under oath that the foregoing information is true and correct\*.

Daisy Brand LLC                      7/23/2024                      Chris Blum                      7/23/2024  
 Owner                                      Date                                      Agent                                      Date

\*An original signed letter of acknowledgment must be included for each property owner within the area proposed for amendment.

For Office Use Only

Recommendation by the P&Z Commission	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny	Date: _____	_____
Action on Petition by the City Council	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny	Date: _____	Chairman
Date Petition Received:	_____			Mayor
Ordinance Number if Approved:	_____			
Receipt No.:	(\$400 Rezoning Fee)			

## **Re Zoning Request – Daisy (Thorngren Property)**

### **Statement of Justification: Attachment**

1. **Project Description:** Describe, in detail, the nature of the proposed project for which the rezoning is being requested.

**Construction of an estimated 750,000 square foot state of the art dairy processing facility. Project includes related parking and internal roadways.**

2. **Conformance to Adopted Plan:** Demonstrate the conformance of the proposed zoning to the adopted City Comprehensive Plan and City Comprehensive Land Use Map.

**It is our understanding that this land has been identified as an area for industrial growth. We have the land immediately to the West of these 62 acres under a possession agreement and have requested it be rezoned to M4.**

3. **Conformance to District Intent:** Demonstrate the conformance of the proposed use and zoning to the Statement of Intent for the District, and conformance of the proposed project to the District requirements.

**The M4 Zoning ordinance clearly identifies dairy processing as an acceptable use.**

4. **Compatibility with Surrounding Area:** Demonstrate the compatibility of the proposed zoning and project with the character of the immediate vicinity and with the potential development and use of adjacent property.

**We have the land immediately to the West of these 62 acres under a possession agreement and have requested it be rezoned to M4.**

**Land to the East and North is agriculture and City property utilized for the airport.**

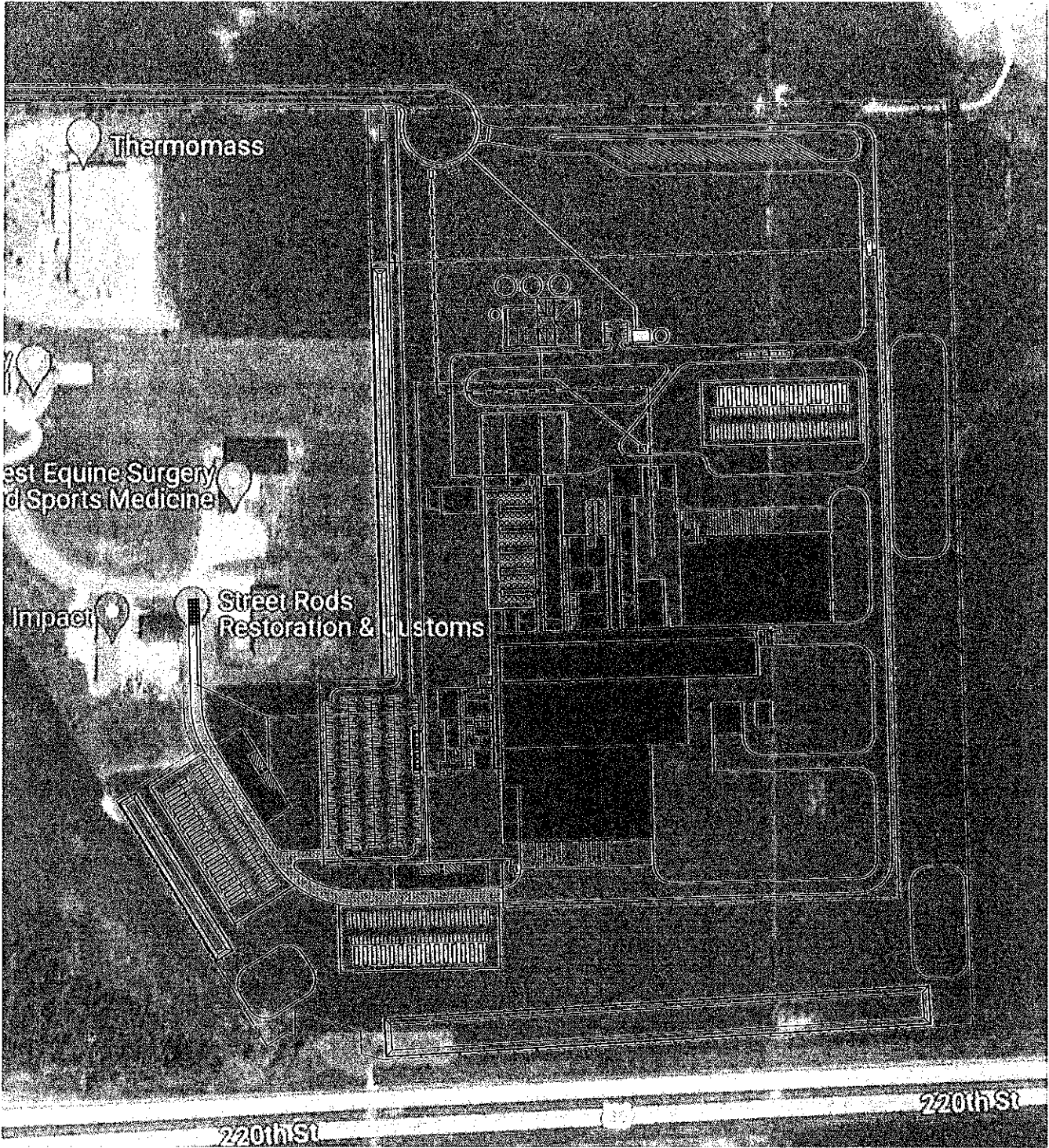
**The land to the South is US Highway 30.**

5. **Environmental Protection:** Describe the suitabilities and limitation imposed by the site's natural resources for the proposed project and for potential development under the requested zoning classification. Describe measures to mitigate development impacts and/or protect environmental resources.

**We have completed a geotechnical report on this site and there are no measures to be mitigated to support the development of our proposed project.**

6. **Facilities and Services:** Describe the impacts of the proposed project on public/private facilities and services including, as appropriate, transportation, water, waste treatment and police or fire protection.

**The project will increase traffic in this area of the community. The facility will utilize water and wastewater infrastructure, we will pay utility fees to cover the usage**



Thermomass

West Equine Surgery  
and Sports Medicine

Impact

Street Rods  
Restoration & Customs

220th St

220th St

**Surrounding Owners:**

<b>Address /Parcel Number</b>	<b>Owner</b>	<b>Owner Address</b>
800 Cpl Roger Snedden Dr	<b>Primary Owner</b> (Deed Holder) Nittobo America Inc	800 Snedden Drive Boone, IA 50036
1000 Technology Dr	<b>Primary Owner</b> (Deed Holder) Composite Technologies Corp	6467 S Falkenburg Rd Riverview, FL 33578
2615 Eastgate Dr Boone	<b>Primary Owner</b> (Deed Holder) Equus Land LLC	1354 270th St Boone, IA 50036
2618 Eastgate Dr	<b>Primary Owner</b> (Deed Holder) M&K Holdings LLC C/O Kevin Wilson	2618 Eastgate Dr Boone, IA 50036
088426353282044 088426353282050 088426353282054 088426353282051	<b>Primary Owner</b> (Deed Holder) Boone County Economic Growth Corp	903 Story St Boone, IA 50036
088326022082001	<b>Primary Owner</b> (Deed Holder) Smith, Thomas L Smith, Dawn M	1682 220th St Boone, IA 50036
1668 220th St	<b>Primary Owner</b> (Deed Holder) Koos, Wayne O Koos, Norma J	1326 Southview CT Boone, IA 50036
088426354300001 088426354200002	<b>Primary Owner</b> (Deed Holder) Parcorp Inc	Peterson, Gerald 17601 Madison Dr Clive, IA 50325
088426351382001	<b>Primary Owner</b> (Deed Holder) Boone, City Of	Airport Expansion 1410 8th St Boone, IA 50036

**AGREEMENT GRANTING POSSESSION  
PRIOR TO FINAL SETTLEMENT**

This Agreement is by and between Bonnita F. Thorngren as Trustee of the Bonnita F. Thorngren Revocable Trust and Bonnita F. Thorngren as Trustee of the Carl E Thorngren Revocable Trust hereinafter referred to as "Thorngren", and Daisy Brand, LLC, hereinafter referred to as "Daisy".

WHEREAS, Thorngren is the owner of real property located in Boone County, Iowa, legally described as:

East Half (½) of East 62.00 acres lying North of U.S. Highway No. 30 in East Half (1/2) of Southwest quarter (¼) of Section thirty-five (35), Township eighty-four (84) North, Range twenty-six (26), West of the 5<sup>th</sup> P.M., in the City of Boone, Boone County, Iowa, as shown on Plat of Survey recorded in Plat Book 32, Page 166, in the office of the Recorder of Boone County, Iowa.

Subject to Easements, Restrictions and Covenants of Record; and

WHEREAS, Daisy has exercised an Option to Purchase the Thorngren property; and

WHEREAS, the final settlement of the sale of real estate is tentatively scheduled for September 10, 2024; and

WHEREAS, Daisy has requested that prior to final settlement Thorngren allow Daisy to come upon the real estate for the purpose of inspecting, surveying, and testing, including taking soil borings if necessary; and

WHEREAS, Thorngren agrees that Daisy shall be allowed to come upon the property for the purpose of inspecting, surveying, and testing, including taking soil borings if necessary so long as there is no excavating or construction on the property pending final settlement; and

WHEREAS, Daisy has further requested that Thorngren assist Daisy in working with the City of Boone, Iowa to annex the land and rezone the land prior to the closing date; and

WHEREAS, Thorngren agrees to cooperate and assist Daisy in the process of applying for annexation and rezoning if necessary.

NOW, THEREFORE, it is hereby agreed:

1. Daisy shall be allowed access to the property prior to final settlement to inspect, survey, and test, including taking soil borings if necessary.
2. Daisy shall not excavate the soil or begin any construction until final settlement.
3. Thorngren shall cooperate with Daisy in applying for annexation to the City of Boone and rezoning if necessary.
4. Daisy agrees that it shall be responsible to provide insurance on their personal property utilized on the property prior to final settlement.
5. Daisy agrees to indemnify and hold Thorngren harmless from any and all claims, losses or liability by reason of Daisy's activities on the property prior to final settlement.

Dated this 27 day of June, 2024.

BONITA F. THORNGREN REVOCABLE  
TRUST AGREEMENT

by Bonita F. Thorngren, Trustee  
Bonita F. Thorngren, Trustee

DAISY BRAND, LLC

by Chris Blase  
Chris Blase, Manager

datloap verified  
06/26/24 9:47 AM CDT  
QKR-GNVG-1P9L-D00Q

CARL E. THORNGREN IREVOCABLE  
TRUST AGREEMENT

by Bonita F. Thorngren, Trustee  
Bonita F. Thorngren, Trustee

### **175.08 A-1 AGRICULTURAL DISTRICT STANDARDS.**

The following regulations and the "Supplementary Regulations" of Section 175.29 shall apply in the A-1 Agricultural District:

1. **Uses Permitted.** Only those uses listed specifically, or by reference or by description, are deemed permitted uses; all others are deemed not permitted in this district.

A. Farms, farm uses, customary farm occupations, plant and tree nurseries, truck gardening, greenhouses and wholesale or retail sales in conjunction with same, provided that: (a) all processed goods offered for sale shall be stored in fully enclosed structures; and (b) for wholesale or retail sales the gross floor area of such use shall not be greater than 800 square feet.

B. One-family dwellings.

C. Churches, other places of worship and accessory buildings.

D. Governmental uses including library, park, playground, community center, offices and garages.

E. Private or semi-public parks, golf courses, country clubs, tennis courts, swimming pools and similar recreational uses, not operated primarily as a commercial use.

F. Public, parochial and private schools.

G. Social or cultural use serving a community need or convenience, not carried on primarily for profit, and including clubs, lodges, fraternities, other service groups in accordance with the provisions of subsection 175.29(11).

H. Railroad right-of-ways and trackage, public utility distribution lines and sub-stations serving a local area.

I. Accessory buildings and uses as provided and regulated herein.

J. Individual or collective private water supply and sewage facilities.

K. Storage of auto trailers, unoccupied mobile homes, camping trailers or boats, provided same are not stored within front yard of any lot on which a main building is located, or if on a vacant lot to be shielded from view of the adjacent lots by a six-foot (6') high, solid type fence or other equal screening.

L. Wind Energy Conservation Systems (WCES), as a conditional use.

2. **Building Height Limit.** For a residence building, 2½ stories, but not exceeding 35 feet in height; for a non-residence building, not exceeding 60 feet in height; and for an accessory structure not exceeding sixteen 16 feet in height.

3. **Minimum Lot Area.** One acre. However, all lots sold, transferred, or developed up to five acres outside the City limits but within the two-mile area surrounding the City, are subject to a waiver of objecting to future annexation by the City of Boone.

4. **Minimum Lot Width.** Not less than 50 percent of the depth.

5. **Minimum Front Yard Depth.** 75 feet.

6. **Minimum Side Yard Width.**

A. Dwelling: total side yard – 30 feet; minimum on one side – 10 feet; corner lot adjacent to street – 75 feet.

B. Other Permitted Uses: 50 feet on each side, unless otherwise indicated herein.

7. **Minimum Rear Yard Depth.** 50 feet.

8. **Off-Street Parking.** In accordance with Section 175.28.

#### 175.23 M-4 GENERAL INDUSTRIAL DISTRICT STANDARDS.

The following regulations and the Supplementary Regulations of Section 175.29 shall apply in the M-4 District.

##### 1. Permitted Uses.

A. Cabinet making or carpenter shops; plumbing, heating, ventilating or air conditioning supply shops; electrical shop; printing, binding or publishing shop or firm; tinsmith, sheet metal or ornamental iron shop but not including heavy structural iron or steel fabricating shop; or similar commercial shop not primarily manufacturing in nature.

B. Bottling works, automobile body repairs, cleaning and dyeing plant, processing of dairy or egg products, frozen food lockers, laundry, or other similar commercial service not primarily manufacturing in nature.

C. Wholesale and storage uses conducted entirely within a building.

D. Lumber yard, builders supply yard, machinery storage yard, or similar products storage but not including junk yard, salvage, or waste material outdoor storage yard.

E. Transportation terminals, product transfer facilities.

F. Manufacture, compounding, processing, packaging or treatment of such products as, but not limited to, candy, cosmetics, pharmaceuticals, toiletries, food products except fish, sauerkraut, vinegar, yeast, refining of fats and oils or other similar high odor level activity.

G. Manufacture, compounding, assembling, or treatment of articles or merchandise from certain natural or previously prepared base materials such as, but not limited to, cloth, cellophane, cork, felt, fiber, glass, leather, paper, plastics, metals or stones, shell, wax, yarns, and wood.

H. Manufacture of pottery or other ceramic products using only previously prepared clay, and kilns fired only by electric or gas heat sources.

I. Manufacture, processing, or assembling of hardware and cutlery, novelties and gadgets, electrical appliances and products, electronic devices and products, professional and musical instruments, business machines.

J. Tool, die, gauge and other small product oriented machine shops.

K. Research laboratory; experimental, product development and testing, engineering development, or similar research oriented facility.

L. Foundry casting, lightweight non-ferrous metals or electric or gas fired foundry not causing noxious fumes or odors.

M. Livestock terminal or sales barn.

N. Wind Energy Conservation Systems (WCES), as a conditional use.

O. Off-Street parking and loading areas.

P. Any accessory building customarily incidental and subordinate to one of the above main uses.

Q. No dwelling or dwelling unit is permitted except those for employees having duties in connection with any premises requiring them to live on said premises, including families of such employees when living with them.

R. Any other use except those listed in paragraph R of this subsection and not otherwise prohibited by law provided that:

1 The best practical means known for the disposal of refuse or solid wastes from such use or abatement of obnoxious or offensive odor, dust, smoke, gas, noise or similar nuisance shall be employed.

2 Any building or structure in connection with such use, including loading areas and storage yards, shall be located at least 100 feet from any Residence District boundary.

S. Any of the following uses, provided a public hearing shall be held thereon and approval of the proposed development of said use obtained from the Council.

Acid manufacture.

Automobile or machinery wrecking and used parts yard.

Cement, lime or pulverized clay manufacture.

Distillation of petroleum, grain, refuse or similar material.

Fat rendering, dead animal reduction, glue manufacture.

Fertilizer manufacture.

Junk yard, storage or salvage.

Slaughter house, stock yard.

Tannery.

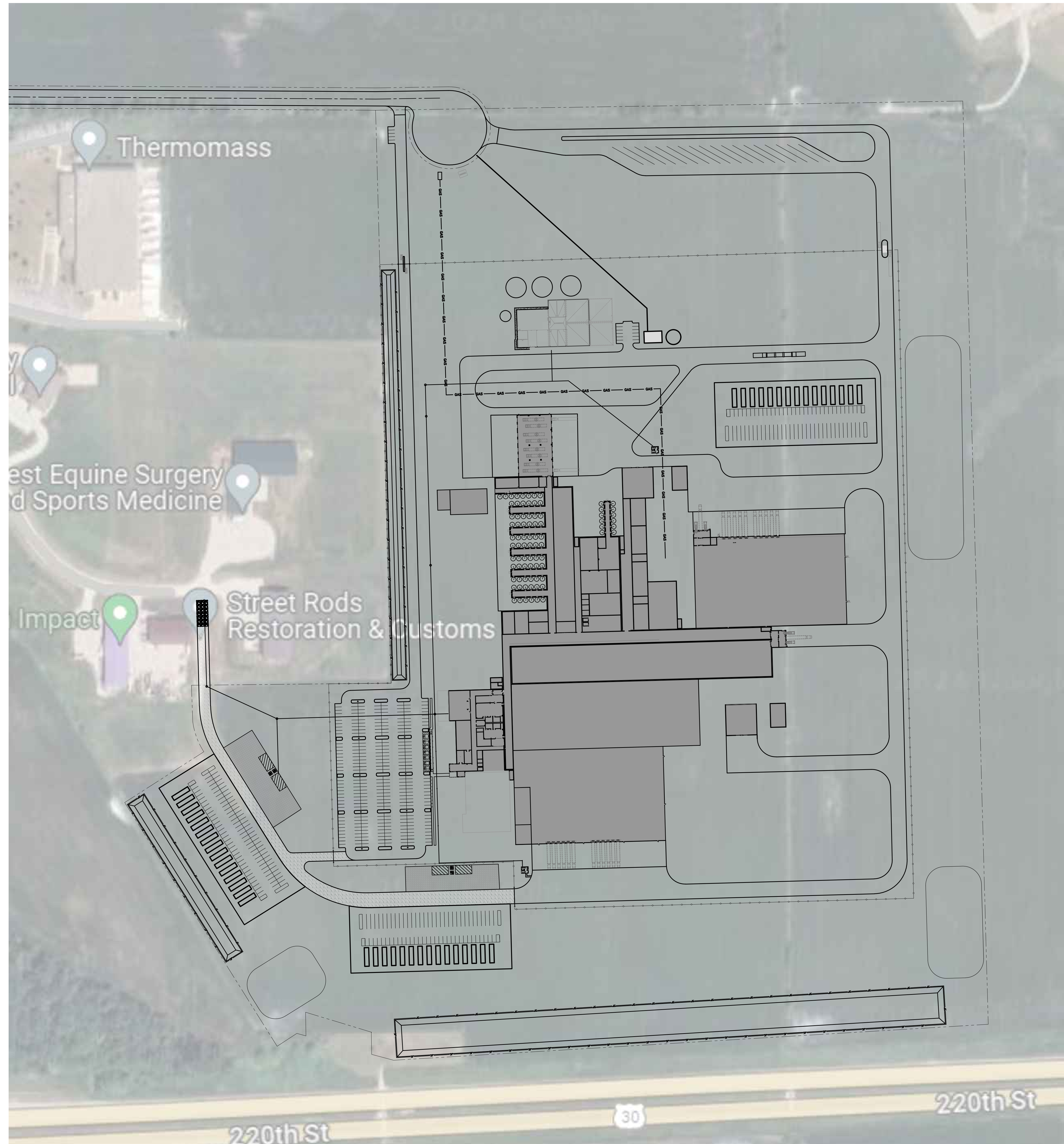


Yard for waste materials.

In its determination as to the appropriateness of any such use at the particular location requested, the Council shall consider the following conditions: (a) that the proposed location, design, construction, and operation of the particular use adequately safeguards the health, safety, and general welfare of persons residing or working in adjoining or surrounding property; (b) that such use shall not impair an adequate supply of light and air to surrounding property; (c) that such use shall not unduly increase congestion in the streets, or public danger of fire and safety; (d) that such use shall not diminish or impair established property values in adjoining or surrounding property; and (e) that such use shall be in accord with the intent and purposes of this chapter.

2. Building Height Limit. For any permitted use, no height limit.
3. Minimum Lot Area. For any permitted use, no minimum.
4. Minimum Lot Width. For any permitted use, no minimum.
5. Minimum Front Yard Depth. For any permitted use, 25 feet.
6. Minimum Side Yard Width (Each Side). For any permitted use, no minimum, but if a side yard is provided, then must be at least 5 feet, plus 1 foot for each 2 feet in height above 30 feet.
7. Minimum Rear Yard Depth. For any permitted use, no minimum, but if a rear yard is provided, then must be at least 5 feet, plus 1 foot for each 2 feet in height above 30 feet.
8. Off-Street Parking. In accordance with Section 175.28, except that the Council may increase or decrease the parking requirements by not more than 25 percent where the amount of vehicular traffic and/or number of customers or employees to a particular site or use warrants an increase or decrease in the amount of off-street parking spaces from the normal requirement as set forth.
9. Site Plan Required. To assure that the layout and location of proposed commercial, office or light industrial uses in any M-4 Planned District will be in conformity with the purposes and standards set forth for M-4 District, a site plan shall be submitted showing the proposed use and development of the site for approval by the Council after review and recommendation by the Commission. The site plan shall have scale accuracy and shall show the following:
  - A. Location, use, and height of buildings.
  - B. Location and improvement of parking and loading areas.
  - C. Location, improvement and grade of all access driveways.
  - D. Location of all existing and proposed underground utility lines and appurtenant structures.
  - E. Layout, dimensions and markings for parking spaces.
  - F. Location and improvement of sidewalks, location and markings of all pedestrian ways within parking area.
  - G. Location and size of all outdoor signs.

To properly orient the site plan to adjacent properties and uses and to the physical features of the site, the accompanying information shall be submitted. The applicant may choose to show this information on the site plan or on a separate map: (a) area map showing all properties, streets, easements, streams, etc. within 200 feet of boundaries of site; (b) topography or selected elevation points to show existing grades, and proposed final grades or elevations of buildings.





## STATEMENT OF COUNCIL PROCEEDINGS

August 5, 2024 6:00 p.m.

The City Council of Boone, Iowa, met in regular session in the City Hall Council Chambers on August 5, 2024, at 6:00 p.m. with Mayor Stines presiding. The meeting was also available via Zoom. The following Council Members were present: Henson, Kahookele, Moorman, Hilsabeck, Williamson, and Angstrom. Absent: Byrd.

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

Brenda Dryer, Senior Vice President of Ames Regional Economic Alliance presented to the Council the 2<sup>nd</sup> Quarter report, highlighting that the City of Boone awarded a small business grant to Mrs. Slobberworth's, the announcement that Daisy Brand is coming to Boone and planning to invest \$626.5 million in a 750,000 square foot facility, and that six (6) housing projects have submitted State applications for Workforce Housing Tax Credits in support of 205 housing units.

Eric Smidt, Vice President of Marketing and Communications of Ames Regional Economic Alliance, and Kris Blocker, Executive Director of Boone County Convention and Visitors Bureau, announced that the hosts of the Discovery Channel, "RV There Yet?" will visit Boone County in October and stay at the Ledges State Park, ride the Rail Explorers, and bike the High Trestle Trail. This visit will be featured in the "RV There Yet?" fourth season in April, 2025.

Angstrom moved; Williamson seconded to set a public hearing for August 19, 2024 at 6:00 p.m. for the consideration of the sale of public right-of-way; N/S alley in the 1300 block of West 2<sup>nd</sup> Street between the properties of 1310 West 2<sup>nd</sup> Street and 1316 West 2<sup>nd</sup> Street, Boone, Iowa. Ayes: Kahookele, Moorman, Hilsabeck, Williamson, Angstrom, and Henson. Nays: none.

Moorman moved; Hilsabeck seconded to set a public hearing for August 19, 2024 at 6:00 p.m. for a request of a zoning change of parcel(s) of property generally described as Parcel #088426353182002 and Parcel #088426353182003 in the 2600 block of Eastgate Drive, NE of the intersection of US Hwy 30 and Cpl. Roger Snedden Drive, Boone, Iowa. Ayes: Moorman, Hilsabeck, Williamson, Angstrom, Henson, and Kahookele. Nays: none.

Williamson moved; Hilsabeck seconded to set a public hearing for August 19, 2024 at 6:00 p.m. to consider the granting of an easement along Cpl. Roger Snedden Drive to Interstate Power and Light Company. Ayes: Hilsabeck, Williamson, Angstrom, Henson, Kahookele, and Moorman. Nays: none.

Williamson moved; Hilsabeck seconded to approve Resolution 3239 fixing a date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the Issuance of Notes to evidence the obligations of the City thereunder. (\$1,700,000 Water Revenue Capital Loan Notes). Ayes: Williamson, Angstrom, Henson, Kahookele, Moorman, and Hilsabeck. Nays: none.

Hilsabeck moved; Henson seconded to approve Resolution 3240 fixing a date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the Issuance of Notes to evidence the obligations of the City thereunder. (\$780,000 Sewer Revenue Capital Loan Notes). Ayes: Angstrom, Henson, Kahookele, Moorman, Hilsabeck, and Williamson. Nays: none.

Moorman moved; Williamson seconded to set a public hearing for September 3, 2024 at 6:00 p.m. for the consideration of a voluntary annexation of property located at Parcel C in the Southeast Quarter (1/4) of Section Thirty-five (35), Township Eighty-four (84) North, Range Twenty-six (26) West of the 5th P.M., Boone County, Iowa, as shown on Plat of Survey recorded as Instrument No. 241124 in the Office of the Boone County Recorder. Ayes: Henson, Kahookele, Moorman, Hilsabeck, Williamson, and Angstrom. Nays: none.

Hilsabeck moved; Williamson seconded to approve Resolution 3241 setting dates of a consultation and a public hearing on a proposed Amendment No. 10 to the Southeast Boone Urban Renewal Plan in the City of Boone, State of Iowa. Ayes: Kahookele, Moorman, Hilsabeck, Williamson, Angstrom, and Henson. Nays: none.

Kahookele moved; Henson seconded to approve Resolution 3242 determining the necessity and setting dates of a consultation and a public hearing on a proposed South Marshall Urban Renewal Plan for a proposed Urban Renewal Area in the City of Boone, State of Iowa. Ayes: Moorman, Hilsabeck, Williamson, Angstrom, Henson, and Kahookele. Nays: none.

Williamson stated that the Policy and Administration Committee met on July 24, 2024 to review and discuss Chapter 151 of the Code of Ordinance, Noxious Weeds and Growths, and decided that no changes is needed to the current ordinance.

Andrews suggested to leave the downtown traffic lights flashing after the Story Street/Downtown Mill and Overlay Project is finished. There will no longer be any left turn lanes, and this will help to keep traffic flowing. The Council had no objections.

Andrews stated that the Story Street/Downtown Mill and Overlay Project is on schedule and will provide a Press Release, Friday, August 9, 2024. The Public Works Department will start training on the new paint sprayer and staff will be doing the crosswalks, stencils, and train crossings.

Williamson moved; Henson seconded to approve Resolution 3243 approving the execution of a Professional Services Agreement for Davis-Bacon Labor Compliance Monitoring on the Boone Lime Slaker Replacement Project with Simmering-Cory and Iowa Codification at an hourly rate of \$65.00, not to exceed \$4,000.00. Ayes: Hilsabeck, Williamson, Angstrom, Henson, Kahookele, and Moorman. Nays: none.

Moorman moved; Hilsabeck seconded to approve Resolution 3244 approving the execution of a Professional Services Agreement for Davis-Bacon Labor Compliance Monitoring on the Boone Water and Wastewater Treatment Facilities Roofing Replacement Project with Simmering-Cory and Iowa Codification at an hourly rate of \$65.00, not to exceed \$3,000.00. Ayes: Williamson, Angstrom, Henson, Kahookele, Moorman, and Hilsabeck. Nays: none.

Kahookele moved; Henson seconded to approve Resolution 3245 approving the Construction Contract and Bond with WHR, Inc. for the construction of the Lime Slaker Replacement Project with a bid amount of \$659,500.00. Ayes: Angstrom, Henson, Kahookele, Moorman, Hilsabeck, and Williamson. Nays: none.

Williamson moved; Henson seconded to approve Resolution 3246 approving the Construction Contract and Bond with Black Hawk Roof Company for the construction of the Boone Water and Wastewater Treatment Facilities Roofing Replacement Project with a bid amount of \$1,036,409.00. Ayes: Henson, Kahookele, Moorman, Hilsabeck, Williamson, and Angstrom. Nays: none.

Henson moved; Kahookele seconded to approve Resolution 3247 authorizing a payment of \$241,097.20 to Manatt's Incorporated for work completed on the Story Street/Downtown Mill and Overlay Project. Ayes: Kahookele, Moorman, Hilsabeck, Williamson, Angstrom, and Henson. Nays: none.

Chief Adams advised the Fire Department received a \$15,000.00 grant from Prairie Meadows for a second chest compression device.

Elmquist updated the Council on recent Legislative changes on open meeting laws in which cities need to provide board members electronic access to all board, commission, and committee meetings for all official public meetings.

Angstrom moved; Henson seconded to approve Resolution 3248 calling for Special Election on the Issuance of Not to Exceed \$10,000,000.00 General Obligation Bonds or

Capital Loan Notes. Ayes: Moorman, Hilsabeck, Williamson, Angstrom, Henson, and Kahookele. Nays: none.

Skare advised that there is an HVAC system issue with controlling the temperature of the air on the first floor of City Hall; staff received an estimate from FM Controls to install an automated temperature control on the HVAC system for \$12,896.00. Skare stated the funds will come from the Fiscal Year 2025 LOST budget.

Williamson moved; Hilsabeck seconded to approve out-of-state travel for Finance Officer, Christina Weir to attend a Civic Systems conference in Wisconsin, September 11, 2024 through September 13, 2024. Ayes: Hilsabeck, Williamson, Angstrom, Henson, Kahookele, and Moorman. Nays: none.

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

Moorman moved; Hilsabeck seconded to approve the following items on the Consent Agenda: 1) Minutes of previous meetings. 2) Bills payable. 3) Alcohol License renewal for Colorado Grill. 4) Resolution 3249 authorizing the payment of \$440,140.00 to MacQueen Equipment for the purchase of the 2024 Freightliner Vactor Sewer Truck. Ayes: Williamson, Angstrom, Henson, Kahookele, Moorman, and Hilsabeck. Nays: none.

A & M Laundry	Mops & Rugs	61.02
A Tech Inc	Repairs	2,007.50
Access Systems Leasing	Printing Contract	145.48
Access Systems Leasing	Printing Contract	164.97
Alexandria Brown	FY2025 Arts Advisory Grant	225.00
Alliant Energy	Utilities	3,606.79
Alliant Energy	Utilities	8,953.07
Amazon Capital Services	Library Supplies	452.38
Amazon Capital Services	Office Supplies	116.46
Amazon.Com	Office Supplies/Floor Scrubber	673.40
Ames Econ Dev Commission	Economic Development Contract	52,500.00
Arnold Motor Supply	Parts/Repairs	1,561.62
Barco Municipal Products	Parts/Supplies	1,230.44
Bituminous Materials & Supply	Emulsion Material	1,494.53
Blake's Garage	Repairs	134.00
Boesen Care Lawn Service	Mowing Services	1,379.00
Bomgaars	Parts/Supplies	400.62
Boone Ace Hardware	Parts/Supplies	96.01
Boone Area Humane Society	Contract Services	15,015.16
Boone Chamber Of Commerce	1st Half Hotel Motel Grant	5,250.00
Boone Community School	FY2025 Arts Advisory Grant	1,000.00
Boone Community Theatre	FY2025 Arts Advisory Grant	400.00
Boone County Landfill	Landfill Disposal	5,793.97
Boone County Abstract	Ownership/Lien Report	150.00
Boone County Convention	1st Half Hotel/Motel Grant	22,500.00
Boone County Economic Growth	1st Half Hotel Motel Grant	5,000.00
Boone County Hospital	Test	31.76
Boone Farmers Market	1st Half Hotel Motel Grant	1,500.00
Boone Hardware	Parts/Supplies	306.66
Boone News-Republican	Annual Subscription/Publications	372.60
Bottled Bliss	FY2025 Arts Advisory Grant	375.00
Builders First Source	Parts/Supplies	221.91
Business & Legal Reports	Safety Trainer Updates	538.50
Camp Fire Heart Of IA	1st Half Hotel Motel Grant	1,000.00
Casey Klein	Library Concert	125.00
Center Point Publishing	Large Print Books	581.28

Central IA Ready Mix	Concrete Materials	5,043.00
Central IA Reg Trans Plan Alliance	FY 2025 Dues	2,118.00
CenturyLink	Line Charges	72.65
Chase	Subscriptions/Memberships	343.58
Chase Signs & Graphics	Vehicle Decals	1,069.70
Chem-Sult	Chemicals	7,475.00
City Of Boone	Utilities	677.08
Construction & Aggregate Products	Parts	194.42
Core & Main	Water Meters	2,110.04
Dakota Supply Group	Parts/Repairs	6,444.20
David Ades	Car Allowance- August	250.00
DEMCO	Book Processing Supplies	243.02
Downtown Boone	1st Half Hotel Motel Grant	2,000.00
Ecolab Institutional	Pest Control	113.40
Edward Higgins	Subcontractor Services	810.00
Elite Construction	211 Crawford-CIHTF Grant	10,000.00
Elixir Rx Solutions	411 Medical	1,334.94
EMC Insurance Companies	Deductible	2,500.00
Environmental Systems Research	GIS Renewal	1,160.00
Fareway	Parade Candy	47.94
FirstNet	Wireless Services	213.61
Flagshooter	Locate Flags	657.63
Garbage Guys	Waste Removal	20.50
Graymont Western Lime	Chemicals	7,868.92
Hawkins Water Treatment Group	Chemicals	4,855.30
Hive Coalition For The Arts	1st Half Hotel Motel Grant	1,000.00
Hull Plumbing And Heating	Plumbing Services	556.65
I & S Group	Wellness Center Study	5,220.00
DNR	Annual Permit Fee	85.00
Infomax Office Systems	Contract Services	559.08
Ingram Book Company	Library Materials	1,911.31
International Code Council	Annual Membership	170.00
Interstate All Battery Center	Parts/Supplies	757.85
Iowa One Call	Locates	628.10
Terrhyn Jacoby	Reimbursement	934.50
Jim Robbins	Contract Services	7,246.72
Joesph Slight	Reimbursement	175.00
Kiesler's Police Supply	Ammo	1,156.60
Kimball Midwest	Supplies	1,149.99
Kruck Plumbing & Heating	HVAC Repairs	200.00
Les's Auto	Tires	721.96
Lindy's Guns	Rifle Buy-Back	1,120.00
Logan Contractors Supply	Parts/Supplies	671.31
Logue Fabrication	Repairs	700.00
Macqueen Equipment	2024 Vactor 2100	440,140.00
Manatt's	Story Street Mill & Overlay	241,097.20
Martin Marietta Materials	Gravel	2,058.91
McGill Computer Service	IT Services	2,135.00
Menards	Parts/Supplies	8.41
Menards	Parts/Supplies	1,770.13
Mid-IA Planning Alliance	Membership Dues	1,869.00
Midwest Quality Wholesale	Custodial Supplies	603.55
Midwest Tape	Library Materials	541.46
Municipal Emergency Services	Badges/Service Bars/Parts	3,499.75
Mutual Of Omaha	Insurance Premiums	260.19
NCL Of Wisconsin	Bod Seed	281.50
North Risk Partners	411 Medical Claim	1,005.11
North Star Fish Hatchery	Fish	42.50

Hallett Materials	Sand	1,086.45
Ondrea Elmquist	Car Allowance	250.00
Opencom	Internet Services	154.90
O'Reilly Automotive Stores	Parts	301.68
Orkin	Pest Control Services	697.00
Overdrive	Digital Platform/eBook Fee	3,290.40
Photon Laser Engraving	Community Dedication Awards	350.00
Pomp's Tire Service	Tires	1,892.32
Portable Pro	Portable Toilet Services	165.00
Fm Controls	HVAC Repair	537.50
Quality One	Janitorial Service	1,992.00
Quick Oil	Propane	1,931.18
R & W Power	Parts/Supplies	649.97
Rehab System	Repairs	3,510.00
Richard O Grove	411 Medical Claim	74.65
Ryan Hart	FY2025 Arts Advisory Grant	500.00
Seven Oaks Recreation	1st Half Hotel Motel Grant	1,250.00
Short Elliott Hendrickson	Engineering	73,401.72
Staples Advantage	Office Supplies	386.72
State Library Of IA	Cataloging Records	796.30
Storey Kenworthy	Financial Checks	880.00
Stuehmer Contracting	Custodial Services	800.00
Taste Of Home	Library Subscription	38.98
Total Choice Shipping	Shipping	9.05
Transparent Language	Online Database	720.00
Treasurer/State Of IA	Water Excise/Sales Tax	12,881.78
Uniform Den	New Officer Badges	402.55
UnityPoint Health	CPR Cards	8.00
Van Wall Equipment	Parts/Supplies	84.99
Verizon Wireless Services	Wireless Services	224.52
Vision Bank	Conference Fees/Training Meals	2,067.37
Walmart	Library/Pool Supplies	1,434.14
Walters Sanitary Service	Waste Removal	71.61
Walters Sanitary Service	Waste Removal	1,106.62
Whks & Co	I/I Inspection Phase 5	316.00
William Skare	Car Allowance	300.00
Xerox Corporation	Copier Agreement	87.28
Total Paid Bills		1,027,914.52

FUND	DISBURSEMENTS
General	141,906.95
Special	5,441.71
Hotel/Motel	-
Road Use Tax	21,281.61
Debt Service	-
Water Utility	41,517.55
Sewer Utility	37,571.78
Family Resource Center	4,155.85
Capital Project	744,076.30
Storm Water Utility	4,857.35
Expendable Trust	6,063.79
Agency Account	21,041.63

Moorman stated that the August 2, 2024 Nights on the Green Event was good, hoping to have the event back at the 8<sup>th</sup> and Story Street Greenspace in September.



Moorman stated that the lot across from the City Hall parking lot is up for sale for \$70,000.00 and would like to see staff negotiate to purchase the lot. Moorman also proposed budgeting in the future for permanent tables and umbrellas for the 8<sup>th</sup> and Story Street Greenspace at an estimated cost of \$15,000.00, and a potential splash pad.

Williamson stated that the Arts Advisory Board has been busy being involved with the Farmers Market, working on making a community mosaic, and Arts in the Park for Pufferbilly Days.

There being no further business to come before the Council the meeting adjourned at 6:54 p.m.

ATTEST:

\_\_\_\_\_  
Ondrea Elmquist, Asst City Administrator/Clerk

\_\_\_\_\_  
Elijah Stines, Mayor

RECORD OF COUNCIL APPROVED BILLS

BYRD

August 19, 2024

<u>DATE</u>	<u>AMOUNT</u>
Airport Bills	55,356.29
Library Bills	
Park Bills	27,268.92
Utility Billing Refunds	2,556.52
Manuals/Misc Total	18,118.47
Voided checks	
Council Bills Total	401,488.83
Payroll Wages (8/15/24)	167,891.07
Payroll Vendor Checks (8/15/24)	99,258.83
TOTAL EXPENDITURES	<u>\$ 771,938.93</u>

Signed By \_\_\_\_\_

Date \_\_\_\_\_

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
<b>3E (2)</b>						
	8615677-00	BULBS FOR CITY HALL	08/19/2024	115.71	001-650-6310	REPAIRS
Total 3E (2):				115.71		
<b>AHLERS &amp; COONEY PC (32)</b>						
	073024	PRAIRIE PLACE DEVELOPMENT AGR	08/19/2024	1,522.00	001-520-6411	LEGAL FEES
	871180	S MARSHAL HOUSING URP	08/19/2024	1,056.00	001-520-6411	LEGAL FEES
	871181	PRAIRIE PLACE DEVELOPMENT AGR	08/19/2024	1,842.00	001-520-6411	LEGAL FEES
	871182	SE BOONE URP AMEND 10	08/19/2024	732.00	001-520-6411	LEGAL FEES
Total AHLERS & COONEY PC (32):				5,152.00		
<b>ALLIANT ENERGY (45)</b>						
	072324	UTILITIES- CRAWFORD CNR 19TH ST	08/19/2024	21.04	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	072624	UTILITIES- STORY & 6TH TRAFFIC LIG	08/19/2024	50.69	110-240-6371	TRAFFIC UTILITIES
	072624A	UTILITIES PD	08/19/2024	1,418.75	001-110-6371	UTILITIES
	072624B	UTILITIES- 8TH ST ALLY STREET LIGH	08/19/2024	136.66	110-230-6371	STREET LIGHTING
	072624C	UTILITIES- 803 STORY ST/ BAND SHEL	08/19/2024	13.56	008-499-6371	UTILITIES
	072924	STREET LIGHTS-1919 S MARSHALL T	08/19/2024	31.90	110-230-6371	STREET LIGHTING
	072924	STREET LIGHTS-MINI PARK (STORY/9	08/19/2024	32.43	110-230-6371	STREET LIGHTING
	072924	TRAFFIC LIGHTS-9TH/STORY	08/19/2024	40.58	110-240-6371	TRAFFIC UTILITIES
	072924	UTILITIES-RR2 WATER TOWER	08/19/2024	34.99	600-811-6371	UTILITIES
	072924	UTILITIES-1190 188TH RD	08/19/2024	2,580.54	600-811-6371	UTILITIES
	072924	TRAFFIC LIGHTS-7TH/STORY	08/19/2024	50.00	110-240-6371	TRAFFIC UTILITIES
	072924	UTILITIES-CITY HALL	08/19/2024	2,830.22	001-650-6371	UTILITIES
	072924	UTILITIES-1174 188TH RD	08/19/2024	21,554.85	600-811-6371	UTILITIES
	072924	STREET LIGHTS-KEELER ST CNW PA	08/19/2024	101.80	110-230-6371	STREET LIGHTING
	072924	TRAFFIC LIGHTS- 8TH/STORY	08/19/2024	27.75	110-240-6371	TRAFFIC UTILITIES
	072924	STREET LIGHTS-9TH/STORY SEC LT	08/19/2024	13.52	110-230-6371	STREET LIGHTING
	072924	STREET LIGHTS	08/19/2024	10,782.79	110-230-6371	STREET LIGHTING
	080124	UTILITIES- 211 MAIN ST SIREN	08/19/2024	20.38	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	080124A	UTILITIES- 1918 LINN ST STREET LIG	08/19/2024	.13	110-230-6371	STREET LIGHTING
	080524	UTILITIES- 8 CEDAR ST (CITY SHED)	08/19/2024	672.00	110-210-6371	UTILITIES
	080524	UTILITIES- 1721 MCHOSE (WW)	08/19/2024	14,145.19	610-816-6371	UTILITIES
	080524	UTILITIES- 14 DIVISION ST	08/19/2024	106.00	610-816-6371	UTILITIES
	080724	UTILITIES- 1410 8TH ST	08/19/2024	34.52	110-230-6371	STREET LIGHTING
	080724A	UTILITIES- 4TH ST CNR STORY	08/19/2024	178.00	110-230-6371	STREET LIGHTING
Total ALLIANT ENERGY (45):				54,878.29		
<b>AMAZON CAPITAL SERVICES INC (4073)</b>						
	1L3J-37YK-7	WALL NAME PLATES-CITY HALL	08/19/2024	22.49	001-620-6506	SUPPLIES/OFFICE
	1L3J-37YK-7	WALL NAME PLATES-CITY HALL	08/19/2024	22.50	600-810-6506	SUPPLIES/OFFICE
	1L3J-37YK-7	WALL NAME PLATES-CITY HALL	08/19/2024	22.50	110-211-6506	SUPPLIES/OFFICE
	1L3J-37YK-7	WALL NAME PLATES-CITY HALL	08/19/2024	22.50	610-815-6506	SUPPLIES/OFFICE
Total AMAZON CAPITAL SERVICES INC (4073):				89.99		
<b>ARNOLD MOTOR SUPPLY (86)</b>						
	08NV174845	DEF	08/19/2024	16.99	001-150-6331	GAS & OIL
	08NV177074	OIL FILTER FOR # 6	08/19/2024	3.74	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV177196	FALL SERVICE FILTER	08/19/2024	125.67	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV177213	FALL SERVICE FILTERS	08/19/2024	24.82	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV177227	POWER WASHER HOSE REPAIR	08/19/2024	45.97	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV177240	FALL SERVICE FILTERS	08/19/2024	71.10	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV177279	FALL SERVICE FILTERS	08/19/2024	2,914.22	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV177286	FALL SERVICE FILTERS	08/19/2024	567.59	110-210-6350	REPAIRS-EQUIP/MECHANIC

Open Bills

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
	08NV177438	PRESSURE WASHER HOSE	08/19/2024	136.99	110-210-6310	REPAIRS/CITY SHED
	08NV177476	LINE WRENCH SET	08/19/2024	149.99	110-210-6599	SUPPLIES
	08NV177602	FALL SERVICE FILTERS	08/19/2024	91.36	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total ARNOLD MOTOR SUPPLY (86):				4,148.44		
<b>BOEHM INSURANCE AGENCY INC (184)</b>						
	3645	INSURANCE PREMIUM-PD 24 EXPLO	08/19/2024	1,986.00	001-620-6408	INSURANCE/LIABILITY
	3645	INSURANCE PREMIUM-24 JET TRUCK	08/19/2024	1,143.00	110-211-6408	INSURANCE/LIABILITY
Total BOEHM INSURANCE AGENCY INC (184):				3,129.00		
<b>BOMGAARS (4040)</b>						
	8507737	HOSE CAPS FOR PAINT SPRAYER	08/19/2024	9.99	110-210-6350	REPAIRS-EQUIP/MECHANIC
	85705602	SCREWS	08/19/2024	12.27	110-210-6599	SUPPLIES
	85706360	PPE SAFETY RAIN SUIT	08/19/2024	32.99	001-210-6599	MISC RUT-GENERAL FUND
	85707534	CLEVIS FOR PAINT SPRAYER	08/19/2024	18.96	110-210-6599	SUPPLIES
	85707566	GREESE FOR SWEEPER	08/19/2024	44.90	110-210-6331	GAS & OIL
	85707860	GATE REPAIR	08/19/2024	19.98	600-811-6350	REPAIRS
Total BOMGAARS (4040):				139.09		
<b>BOONE ACE HARDWARE (2706)</b>						
	80551/2	PAINT FOR CITY HALL REPAIRS	08/19/2024	21.99	001-650-6310	REPAIRS
	80561/2	REPLACE FLAG POLE GREENSPACE	08/19/2024	159.99	008-499-6320	GROUND'S REPAIR/MAINT
	80589/2	MORTAR MIX W6TH & FREEMONT	08/19/2024	33.45	740-865-6320	GROUND'S MAINT & REPAIRS
	80670/2	TELEPHONE CORD	08/19/2024	7.59	600-811-6350	REPAIRS
	80678/2	CARABINERS	08/19/2024	23.94	001-150-6599	MISC/SUPPLIES
Total BOONE ACE HARDWARE (2706):				246.96		
<b>BOONE COUNTY (4567)</b>						
	514599	LANDFILL DISPOSAL	08/19/2024	328.70	610-816-6379	LANDFILL/SLUDGE
	514681	LANDFILL DISPOSAL	08/19/2024	313.50	610-816-6379	LANDFILL/SLUDGE
	514784	LANDFILL DISPOSAL	08/19/2024	307.80	610-816-6379	LANDFILL/SLUDGE
	515113	LANDFILL DISPOSAL	08/19/2024	253.08	610-816-6750	CAPITAL IMPROVE-BUILDING
	515415	EVIDENCE DISPOSAL	08/19/2024	10.00	001-110-6411	LEGAL FEES/POLICE
	515555	LANDFILL DISPOSAL	08/19/2024	298.30	610-816-6750	CAPITAL IMPROVE-BUILDING
Total BOONE COUNTY (4567):				1,511.38		
<b>BOONE COUNTY HOSPITAL (167)</b>						
	051224	BLOOD TEST AFTER OFFICER STUCK	08/19/2024	663.97	112-930-6150	GROUP INSURANCE PAYME
	072324	EMPLOYEE DRUG SCREEN	08/19/2024	50.00	112-930-6150	GROUP INSURANCE PAYME
Total BOONE COUNTY HOSPITAL (167):				713.97		
<b>BOONE HARDWARE (1963)</b>						
	19423/1	UTILITY KNIFE CITY HALL	08/19/2024	7.98	001-650-6599	MISCELLANEOUS
	19425/1	ROLL OF VELCRO FOR PD CAR EQUI	08/19/2024	8.37	001-110-6332	REPAIRS/CARS
	19428/1	HARDWARE	08/19/2024	10.43	610-816-6599	MISCELLANEOUS
	19459/1	DRY WALL REPAIT-CITY HALL	08/19/2024	8.99	001-650-6310	REPAIRS
	19467/1	PEOPLE LIGHT PARTS	08/19/2024	5.68	001-240-6599	SUPPLIES
	19507/1	HOSE CAPS FOR PAINT SPRAYER	08/19/2024	5.49	110-210-6350	REPAIRS-EQUIP/MECHANIC
	19542/1	WALL REPAIR CITY HALL	08/19/2024	25.67	001-650-6310	REPAIRS
Total BOONE HARDWARE (1963):				72.61		

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
<b>BOONE NEWS REPUBLICAN (4622)</b>						
	10299465	ORDINANCE 2307 PUBLICATION	08/19/2024	31.80	001-620-6414	PUBLICATIONS
	10299817	ORDINANCE 2308 PUBLICATION	08/19/2024	80.40	001-620-6414	PUBLICATIONS
	10303657	6/17 COUNCIL PROCEEDS	08/19/2024	308.40	001-620-6414	PUBLICATIONS
	10307619	ZBA NOTICE-2025 CARROLL ST	08/19/2024	35.40	001-170-6599	PLAN & ZONING ADMINIS
	10395329	ZBA NOTICE-1520 W LINCOLN AVE	08/19/2024	32.40	001-170-6599	PLAN & ZONING ADMINIS
	10400398	ZBA NOTICE - 725 W 9TH	08/19/2024	32.40	001-170-6599	PLAN & ZONING ADMINIS
	10402756	7/15 COUNCIL PROCEEDS	08/19/2024	374.40	001-620-6414	PUBLICATIONS
	10413950	P&Z NOTICE-REZONING DAISY PROP	08/19/2024	31.20	001-170-6599	PLAN & ZONING ADMINIS
Total BOONE NEWS REPUBLICAN (4622):				926.40		
<b>BROWN ELECTRIC (254)</b>						
	17880	REPAIR SNEDDEN DR. LS	08/19/2024	188.00	610-816-6399	LIFT STATION REPAIR
	17902	REPAIR VLR BLOWER	08/19/2024	344.31	610-816-6350	REPAIRS
Total BROWN ELECTRIC (254):				532.31		
<b>BUILDERS FIRST SOURCE (3867)</b>						
	89488451	6TH & FREEMONT INTAKE	08/19/2024	27.72	740-865-6320	GROUNDS MAINT & REPAIRS
Total BUILDERS FIRST SOURCE (3867):				27.72		
<b>CDS GLOBAL (3506)</b>						
	2407D0175	UTILITY BILLING POSTAGE	08/19/2024	1,237.96	600-810-6499	UB OUTSOURCING
	2407D0175	UTILITY BILLING POSTAGE	08/19/2024	1,237.95	610-815-6499	UB OUTSOURCING
	2407D0175	UB-MONTHLY PROCESSING	08/19/2024	1,071.11	600-810-6499	UB OUTSOURCING
	2407D0175	UB-MONTHLY PROCESSING	08/19/2024	1,071.12	610-815-6499	UB OUTSOURCING
Total CDS GLOBAL (3506):				4,618.14		
<b>CENTRAL IA READY MIX (3871)</b>						
	758022	STORM MANHOLE 314 MAIN ST	08/19/2024	1,110.00	740-865-6320	GROUNDS MAINT & REPAIRS
	758546	1502 KATE SHELLEY MAIN BRAKE	08/19/2024	2,070.50	600-812-6350	MAIN & VALVE WORK
	758836	9TH & HARRISON VALVE PROTECTIO	08/19/2024	908.00	600-812-6350	MAIN & VALVE WORK
	759465	HYDRANT REPAIR 8TH & CRAWFORD	08/19/2024	605.00	600-812-6350	MAIN & VALVE WORK
	759856	6TH & FREMONT ST STORM INTAKE	08/19/2024	1,313.00	740-865-6320	GROUNDS MAINT & REPAIRS
	760060	6TH & FREMONT ADA RAMPS	08/19/2024	470.00	110-210-6490	ADA SIDEWALK/RESIDENTIA
Total CENTRAL IA READY MIX (3871):				6,476.50		
<b>CENTRAL IOWA DISTRIBUTING (312)</b>						
	01011664	WEED KILLER/WW	08/19/2024	302.00	610-816-6310	BUILDING & GROUNDS
Total CENTRAL IOWA DISTRIBUTING (312):				302.00		
<b>CENTURYLINK (1454)</b>						
	080124	LINE CHARGES- SIREN	08/19/2024	216.75	001-620-6373	TELEPHONE
	080124A	LINE CHARGES- SCADA	08/19/2024	20.00	600-812-6499	WATER TOWER MAINTENAN
	080124B	LINE CHARGES- SCADA	08/19/2024	96.00	600-812-6499	WATER TOWER MAINTENAN
	080124C	LINE CHARGES- SCADA	08/19/2024	74.00	600-812-6499	WATER TOWER MAINTENAN
	080124D	LINE CHARGES- PD	08/19/2024	74.00	001-110-6373	TELEPHONE
	080424	LINE CHARGES-PD	08/19/2024	63.11	001-110-6373	TELEPHONE
Total CENTURYLINK (1454):				543.86		
<b>CLOUSER PLUMBING TECHNOLOGIES (4672)</b>						
	25809	HYDRANT VALVE INSTAL 8TH & CRAW	08/19/2024	8,000.00	600-812-6350	MAIN & VALVE WORK

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total CLOUSER PLUMBING TECHNOLOGIES (4672):				8,000.00		
<b>DAKOTA SUPPLY GROUP (2892)</b>						
	S103899887	22ND & TAMA CULVERT PARTS	08/19/2024	1,340.56	740-865-6324	DRAINAGE IMPROVEMENTS
Total DAKOTA SUPPLY GROUP (2892):				1,340.56		
<b>DIAMOND VOGEL PAINTS (487)</b>						
	203287771	TRAFFIC/STREET PAINT	08/19/2024	1,980.00	110-210-6399	REPAIRS-STREET
Total DIAMOND VOGEL PAINTS (487):				1,980.00		
<b>DICK'S FIRE EXTINGUISHER SVC (3841)</b>						
	26332	FIRE EXTINGUISHER INSPECTION FR	08/19/2024	83.00	730-899-6499	SERVICES
Total DICK'S FIRE EXTINGUISHER SVC (3841):				83.00		
<b>EDWARD HIGGINS (752)</b>						
	080224	SUBCONTRACTOR BLDG DEPT-ED HI	08/19/2024	900.00	001-170-6495	CONTRACT SERVICES
Total EDWARD HIGGINS (752):				900.00		
<b>ELIXIR RX SOLUTIONS (4225)</b>						
	562033	411 PRESCRIPTIONS	08/19/2024	2,461.99	112-930-6150	GROUP INSURANCE PAYME
Total ELIXIR RX SOLUTIONS (4225):				2,461.99		
<b>EMPLOYEE BENEFIT SYSTEM (3345)</b>						
	000043776	DENTAL PREMIUM-ADMIN	08/19/2024	673.99	113-620-6151	DENTAL-LIFE/ADMINISTRATI
	000043776	DENTAL PREMIUM-BUILDING	08/19/2024	278.87	113-170-6151	DENTAL-LIFE/BLDG OFFL
	000043776	DENTAL PREMIUM-RUT	08/19/2024	965.63	113-210-6151	DENTAL-LIFE/RUT
	000043776	DENTAL PREMIUM-POLICE	08/19/2024	1,518.29	113-110-6151	DENTAL-LIFE/POLICE
	000043776	DENTAL PREMIUM-FIRE	08/19/2024	1,513.19	113-150-6151	DENTAL-LIFE/FIRE
	000043776	DENTAL PREMIUM-PARKS	08/19/2024	82.60	113-430-6151	DENTAL-LIFE/PARKS
	000043776	DENTAL PREMIUM-CEMETERY	08/19/2024	99.41	113-450-6151	DENTAL-LIFE/CEMETERY
	000043776	DENTAL PREMIUM-WATER	08/19/2024	118.79	600-810-6151	DENTAL-LIFE/WATER
	000043776	DENTAL PREMIUM-SEWER	08/19/2024	41.30	610-815-6151	DENTAL-LIFE/SEWER
	000043776	DENTAL PREMIUM-LIBRARY	08/19/2024	422.14	113-410-6151	DENTAL-LIFE/LIBRARY
	000043776	HEALTH INSURANCE PREMIUM-ADMI	08/19/2024	10,622.00	112-620-6150	INSURANCE/ADMINISTRATIO
	000043776	HEALTH INSURANCE PREMIUM-BUILD	08/19/2024	3,657.92	112-170-6150	GROUP INSURANCE/BLDG O
	000043776	HEALTH INSURANCE PREMIUM-RUT	08/19/2024	19,776.68	112-210-6150	GROUP INSURANCE/RUT
	000043776	HEALTH INSURANCE PREMIUM-FIRE	08/19/2024	21,447.89	112-150-6150	GROUP INSURANCE/FIRE
	000043776	HEALTH INSURANCE PREMIUM-PARK	08/19/2024	2,498.04	112-430-6150	GROUP INSURANCE/PARK
	000043776	HEALTH INSURANCE PREMIUM-POLI	08/19/2024	27,746.92	112-110-6150	GROUP INSURANCE/POLICE
	000043776	HEALTH INSURANCE PREMIUM-WATE	08/19/2024	1,412.62	600-810-6150	GROUP INSURANCE/WATER
	000043776	HEALTH INSURANCE PREMIUM-SEWE	08/19/2024	1,412.62	610-815-6150	GROUP INSURANCE/SEWER
	000043776	HEALTH INSURANCE PREMIUM-RETI	08/19/2024	2,825.24	112-930-6150	GROUP INSURANCE PAYME
	000043776	HEALTH INSURANCE PREMIUM-LIBRA	08/19/2024	8,301.12	112-410-6150	GROUP INSURANCE/LIBRAR
	000043776	HEALTH INSURANCE PREMIUM-CEME	08/19/2024	1,992.56	112-450-6150	GROUP INSURANCE/CEMET
	000043776	FLEX ADMINISTRATION FEE-ADMIN	08/19/2024	4.60	112-620-6150	INSURANCE/ADMINISTRATIO
	000043776	FLEX ADMINISTRATION FEE-RUT	08/19/2024	4.60	112-210-6150	GROUP INSURANCE/RUT
	000043776	FLEX ADMINISTRATION FEE-FIRE	08/19/2024	4.60	112-150-6150	GROUP INSURANCE/FIRE
	000043776	FLEX ADMINISTRATION FEE-POLICE	08/19/2024	18.40	112-110-6150	GROUP INSURANCE/POLICE
	000043776	FLEX ADMINISTRATION FEE-LIBRARY	08/19/2024	13.80	112-410-6150	GROUP INSURANCE/LIBRAR
Total EMPLOYEE BENEFIT SYSTEM (3345):				107,453.82		

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
<b>FIRSTNET (4433)</b>						
	072824	WIRELESS SERVICES-PD	08/19/2024	696.17	001-110-6373	TELEPHONE
	072824A	WIRELESS SERVICES-BLDG	08/19/2024	89.84	001-170-6373	TELEPHONE
	072824A	WIRELESS SERVICES-ADMIN	08/19/2024	94.88	001-620-6373	TELEPHONE
	072824A	WIRELESS SERVICES-PARK	08/19/2024	44.92	001-430-6373	TELEPHONE
	072824A	WIRELESS SERVICES-SEWER	08/19/2024	44.92	610-816-6373	TELEPHONE
	072824A	WIRELESS SERVICES-WATER	08/19/2024	177.08	600-811-6373	TELEPHONE
	072824A	WIRELESS SERVICES-PW	08/19/2024	160.54	110-211-6373	TELEPHONE
Total FIRSTNET (4433):				1,308.35		
<b>GARBAGE GUYS (4359)</b>						
	072924C	WASTE REMOVAL-PD	08/19/2024	20.50	001-110-6399	BUILDING MAINT/REPAIR
Total GARBAGE GUYS (4359):				20.50		
<b>GRAINGER (679)</b>						
	9205107304	AIR FILTERS-WATER PLANT	08/19/2024	316.32	600-811-6310	BUILDING & GROUNDS
Total GRAINGER (679):				316.32		
<b>GRAYMONT WESTERN LIME INC (4147)</b>						
	35-226918	CHEMICALS-LIME GRAYMONT WESTE	08/19/2024	7,868.04	600-811-6501	CHEMICALS
Total GRAYMONT WESTERN LIME INC (4147):				7,868.04		
<b>HAWKINS WATER TREATMENT GROUP (595)</b>						
	6826803	CHEMICALS-CHLORINE	08/19/2024	5,238.23	600-811-6501	CHEMICALS
Total HAWKINS WATER TREATMENT GROUP (595):				5,238.23		
<b>I &amp; S GROUP INC (4572)</b>						
	107451	WELLNESS CENTER SERVICES	08/19/2024	9,046.50	391-750-6490	WELLNESS CENTER STUDY
Total I & S GROUP INC (4572):				9,046.50		
<b>IA LAW ENFORCEMENT ACADEMY (853)</b>						
	327084	FIREARMS INSTRUCTOR RECERTIFIC	08/19/2024	175.00	001-110-6240	TRAVEL/CONF/TRAINING EX
	327097	RIFLE INSTRUCTOR RECERTIFICATIO	08/19/2024	175.00	001-110-6240	TRAVEL/CONF/TRAINING EX
Total IA LAW ENFORCEMENT ACADEMY (853):				350.00		
<b>INFOBUNKER LLC (3650)</b>						
	INV-1048-68	LINE OF SIGHT INTERNET - CITY HAL	08/19/2024	42.00	001-620-6373	TELEPHONE
	INV-1048-68	LINE OF SIGHT INTERNET - AIRPORT	08/19/2024	15.00	001-280-6371	UTILITIES
	INV-1048-68	LINE OF SIGHT INTERNET - FRC	08/19/2024	3.00	730-899-6371	UTILITIES/FAMILY RESOURC
	INV-1048-68	LINE OF SIGHT INTERNET - LIBRARY	08/19/2024	32.00	001-410-6499	COMPUTERS/TECHNOLOGY
	INV-1048-68	LINE OF SIGHT INTERNET - WASTE	08/19/2024	9.00	610-816-6373	TELEPHONE
	INV-1048-68	LINE OF SIGHT INTERNET - PUBIC W	08/19/2024	23.00	110-211-6373	TELEPHONE
	INV-1048-68	LINE OF SIGHT INTERNET - POLICE	08/19/2024	42.00	001-110-6373	TELEPHONE
Total INFOBUNKER LLC (3650):				166.00		
<b>INLAND TRUCK PARTS &amp; SERVICE (4046)</b>						
	IN-1655367	DUMP TRUCK DUST SHIELDS	08/19/2024	437.27	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total INLAND TRUCK PARTS & SERVICE (4046):				437.27		

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
<b>IOWA PLAINS SIGNING, INC (895)</b>						
	61422	PAINTED STREETS/PAVEMENT MARK	08/19/2024	15,632.89	110-210-6499	MISC CONTRACT WORK
Total IOWA PLAINS SIGNING, INC (895):				15,632.89		
<b>ITSAVVY LLC (3996)</b>						
	01511207	ADOBE LICENSE PD	08/19/2024	78.00	001-110-6419	SERVICES & COMPUTER SU
Total ITSAVVY LLC (3996):				78.00		
<b>K &amp; R LAWN CARE INC (4278)</b>						
	59833	NUISANCE MOWING K & R LAWN CAR	08/19/2024	310.00	001-198-6498	WEED/SNOW
	59875	FRC MOWING	08/19/2024	280.00	730-899-6499	SERVICES
	59881	NUISANCE MOWING K & R LAWN CAR	08/19/2024	210.00	001-198-6498	WEED/SNOW
Total K & R LAWN CARE INC (4278):				800.00		
<b>KIESLER'S POLICE SUPPLY (4028)</b>						
	IN243517	AMMO FOR PD	08/19/2024	4,474.35	001-110-6240	TRAVEL/CONF/TRAINING EX
Total KIESLER'S POLICE SUPPLY (4028):				4,474.35		
<b>KWBG (1057)</b>						
	24070058	ADVERTISING CONTRACT	08/19/2024	183.60	110-211-6414	PUBLICATIONS (RADIO/PAPE
	24070058	ADVERTISING CONTRACT	08/19/2024	183.60	110-211-6414	PUBLICATIONS (RADIO/PAPE
Total KWBG (1057):				367.20		
<b>LES'S AUTO (4330)</b>						
	2083	TIRES FOR #1 & #6	08/19/2024	1,904.44	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total LES'S AUTO (4330):				1,904.44		
<b>LEXIPOL (4317)</b>						
	INVPRA1123	POLICE ONE ANNUAL TRAINING FEE	08/19/2024	1,533.96	001-110-6240	TRAVEL/CONF/TRAINING EX
Total LEXIPOL (4317):				1,533.96		
<b>MARTIN MARIETTA MATERIALS (1167)</b>						
	43254555	GRAVEL-ROAD USE	08/19/2024	392.07	110-210-6507	GRAVEL
	43274555	GRAVEL-STOCK	08/19/2024	712.74	110-210-6507	GRAVEL
Total MARTIN MARIETTA MATERIALS (1167):				1,104.81		
<b>MARTIN OIL WHOLESALE (1168)</b>						
	77743	DIESEL - PW	08/19/2024	3,423.21	110-210-6331	GAS & OIL
	77743	DIESEL - FIRE	08/19/2024	354.09	001-150-6331	GAS & OIL
	77743	DIESEL - WW COLLECTION	08/19/2024	93.84	610-817-6331	GAS AND OIL
	77743	DIESEL - WW OPERATION	08/19/2024	187.67	610-816-6331	GAS/OIL
	77743	DIESEL - WATER COLLECTION	08/19/2024	37.33	600-812-6331	GAS & OIL
	77743	DIESEL - PARK	08/19/2024	1,027.01	001-430-6331	GAS & OIL
	77743	DIESEL - WATER OPERATION	08/19/2024	61.17	600-811-6331	GAS AND OIL
	77891	GASOHOL-PUBLIC WORKS	08/19/2024	2,514.42	110-210-6331	GAS & OIL
	77891	GASOHOL-WATER PLANT	08/19/2024	120.18	600-811-6331	GAS AND OIL
	77891	GASOHOL-WATER	08/19/2024	386.90	600-812-6331	GAS & OIL
	77891	GASOHOL-FIRE FORD FUSION	08/19/2024	109.90	001-150-6331	GAS & OIL
	77891	GASOHOL-PARK	08/19/2024	1,529.89	001-430-6331	GAS & OIL
	77891	GASOHOL-CEMETERY	08/19/2024	415.71	001-450-6331	GAS & OIL



Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
	77891	GASOHOL-POLICE	08/19/2024	3,698.17	001-110-6331	GAS & OIL
	77891	GASOHOL-FIRE	08/19/2024	776.68	001-150-6331	GAS & OIL
	77891	GASOHOL-SEWER PLANT	08/19/2024	90.55	610-816-6331	GAS/OIL
	77891	DIESEL- PW	08/19/2024	2,909.66	110-210-6331	GAS & OIL
	77891	DIESEL- WATER COLLECTION	08/19/2024	134.22	600-812-6331	GAS & OIL
	77891	DIESEL- PARK	08/19/2024	993.20	001-430-6331	GAS & OIL
	77891	DIESEL- FIRE	08/19/2024	461.32	001-150-6331	GAS & OIL
	77891	DIESEL - WWV COLLECTION	08/19/2024	309.22	610-817-6331	GAS AND OIL
	77891	DIESEL - WWV OPERATION	08/19/2024	28.85	610-816-6331	GAS/OIL
Total MARTIN OIL WHOLESale (1168):				19,663.19		
<b>MCFARLAND CLINIC (2419)</b>						
	071724	ALCOHOL BREATH TESTING-QTY 1	08/19/2024	39.00	112-930-6150	GROUP INSURANCE PAYME
Total MCFARLAND CLINIC (2419):				39.00		
<b>MCGILL COMPUTER SERVICE (1194)</b>						
	2024-067	MONTHLY MONITORING/PATCH MGM	08/19/2024	148.62	110-211-6599	COMPUTER UPDATES
	2024-067	MONTHLY MONITORING/PATCH MGM	08/19/2024	148.62	600-810-6419	COMPUTER UPDATE
	2024-067	MONTHLY MONITORING/PATCH MGM	08/19/2024	148.63	610-815-6419	COMPUTER UPDATE
	2024-067	MONTHLY MONITORING/PATCH MGM	08/19/2024	148.63	001-620-6419	COMPUTER UPDATE/TRAINI
	2024-067	SETUP AMY ECKARD/NATE OSMUND	08/19/2024	145.40	001-620-6419	COMPUTER UPDATE/TRAINI
	2024-067	SETUP AMY ECKARD/NATE OSMUND	08/19/2024	145.40	600-810-6419	COMPUTER UPDATE
	2024-067	SETUP AMY ECKARD/NATE OSMUND	08/19/2024	145.40	610-815-6419	COMPUTER UPDATE
	2024-067	SETUP AMY ECKARD/NATE OSMUND	08/19/2024	145.40	110-211-6599	COMPUTER UPDATES
	2024-067	INSTALL NEW COMPUTER FOR KARI	08/19/2024	446.60	001-620-6419	COMPUTER UPDATE/TRAINI
	2024-067	NEW LAPTOP SETUP, FIX ROB COMP	08/19/2024	623.20	110-211-6599	COMPUTER UPDATES
	2024-068	COMPUTER SERVICES- MCGILL	08/19/2024	979.60	001-110-6419	SERVICES & COMPUTER SU
Total MCGILL COMPUTER SERVICE (1194):				3,225.50		
<b>MIDWEST QUALITY WHOLESale (3661)</b>						
	00326047	TISSUE PAPER FIRE DEPT	08/19/2024	70.00	001-150-6599	MISC/SUPPLIES
Total MIDWEST QUALITY WHOLESale (3661):				70.00		
<b>MOMAR INC (1283)</b>						
	PSI570459	MOSQUITO SPRAY	08/19/2024	13,116.76	001-190-6599	MOSQUITO/PEST CONTROL
Total MOMAR INC (1283):				13,116.76		
<b>NICUSA, INC. (4418)</b>						
	311082	SERVICE FEE- CREDIT CARD	08/19/2024	8.06	001-620-6599	MISC/MAINTENANCE AGREM
Total NICUSA, INC. (4418):				8.06		
<b>NIKKEL &amp; ASSOCIATES INC (1333)</b>						
	71643	REPAIRS- SECURITY LIGHT	08/19/2024	715.78	600-811-6350	REPAIRS
Total NIKKEL & ASSOCIATES INC (1333):				715.78		
<b>NUSO LLC (4320)</b>						
	130912831	SIP/VOIP LINES-CITY HALL	08/19/2024	22.82	110-211-6373	TELEPHONE
	130912831	SIP/VOIP LINES-CITY HALL	08/19/2024	22.82	600-811-6373	TELEPHONE
	130912831	SIP/VOIP LINES-CITY HALL	08/19/2024	22.82	610-816-6373	TELEPHONE
	130912831	SIP/VOIP LINES-CITY HALL	08/19/2024	22.82	001-620-6373	TELEPHONE
	130912831	SIP/VOIP LINES-LIBRARY	08/19/2024	24.55	001-410-6373	TELEPHONE

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total NUSO LLC (4320):				115.83		
<b>OGDEN TELEPHONE CO (4343)</b>						
	080124	PD INTERNET	08/19/2024	101.27	001-110-6419	SERVICES & COMPUTER SU
Total OGDEN TELEPHONE CO (4343):				101.27		
<b>O'REILLY AUTOMOTIVE STORES INC (1349)</b>						
	0351-172522	BATTER FOR SQUAD CAR	08/19/2024	149.29	001-110-6332	REPAIRS/CARS
	0351-181585	GAS CAP FOR PD JEEP	08/19/2024	15.03	001-110-6332	REPAIRS/CARS
Total O'REILLY AUTOMOTIVE STORES INC (1349):				164.32		
<b>ORKIN LLC (2433)</b>						
	264749444	PEST CONTROL-FRC ORKIN.INC	08/19/2024	110.99	730-899-6499	SERVICES
Total ORKIN LLC (2433):				110.99		
<b>PORTABLE PRO (2132)</b>						
	81572	PORTABLE TOILET GREENSPACE	08/19/2024	165.00	008-499-6371	UTILITIES
Total PORTABLE PRO (2132):				165.00		
<b>PRITCHARD BROS PLUMBING (1440)</b>						
	I-48505-1	CORPORATION VALVES	08/19/2024	443.80	600-811-6350	REPAIRS
Total PRITCHARD BROS PLUMBING (1440):				443.80		
<b>R &amp; W POWER (1552)</b>						
	20330	WEED EATER FUEL	08/19/2024	72.00	110-210-6331	GAS & OIL
Total R & W POWER (1552):				72.00		
<b>SPRING GREEN LAWN CARE (2090)</b>						
	463175	LAWN SERVICE FRC	08/19/2024	220.90	730-899-6499	SERVICES
Total SPRING GREEN LAWN CARE (2090):				220.90		
<b>STAPLES ADVANTAGE (3779)</b>						
	7001529077	BUSINESS CARD/NAME PLATE-ELMQ	08/19/2024	12.51	001-620-6506	SUPPLIES/OFFICE
	7001529077	BUSINESS CARD/NAME PLATE-ELMQ	08/19/2024	12.51	600-810-6506	SUPPLIES/OFFICE
	7001529077	BUSINESS CARD/NAME PLATE-ELMQ	08/19/2024	12.51	110-211-6506	SUPPLIES/OFFICE
	7001529077	BUSINESS CARD/NAME PLATE-ELMQ	08/19/2024	12.52	610-815-6506	SUPPLIES/OFFICE
	7001529077	BUSINESS CARDS-OSMUNDSON	08/19/2024	33.99	001-620-6506	SUPPLIES/OFFICE
Total STAPLES ADVANTAGE (3779):				84.04		
<b>STIVERS MIDWEST PRO UPFITTE (4396)</b>						
	724249	NEW PATROL CAR UPFITTING	08/19/2024	13,720.79	121-110-6710	POLICE CARS
Total STIVERS MIDWEST PRO UPFITTE (4396):				13,720.79		
<b>STOREY KENWORTHY (2712)</b>						
	PINV119233	OFFICE AND CLEANING SUPPLIES	08/19/2024	305.04	001-110-6506	SUPPLIES/OFFICE
Total STOREY KENWORTHY (2712):				305.04		

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
<b>STUEHMER CONTRACTING (3610)</b>						
	834A	CUSTODIAL SERVICE	08/19/2024	800.00	001-650-6409	CITY HALL CLEANING
Total STUEHMER CONTRACTING (3610):				800.00		
<b>TK CONCRETE INC (4125)</b>						
	097539PA1	SREET PATCH ON S JACKSON	08/19/2024	5,000.00	110-210-6399	REPAIRS-STREET
	097539PA1	CURB REPLACEMENT S JACKSON	08/19/2024	5,500.00	331-210-6761	ROADWAY MAINTENANCE
Total TK CONCRETE INC (4125):				10,500.00		
<b>US WATER SERVICES CORPORATION (4370)</b>						
	SI99315	OPERATION/MAINTENANCE CONTRA	08/19/2024	38,251.20	610-816-6492	CONTRACT SERVICES
	SI99315	OPERATION/MAINTENANCE CONTRA	08/19/2024	41,438.79	600-811-6492	CONTRACT SERVICES
Total US WATER SERVICES CORPORATION (4370):				79,689.99		
<b>VAN WALL EQUIPMENT INC (4221)</b>						
	5313661	FALL SERVICE FILTERS	08/19/2024	196.16	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total VAN WALL EQUIPMENT INC (4221):				196.16		
<b>VERIZON WIRELESS SERVICES LLC (1822)</b>						
	9970062397	WIRELESS SERVICES- WATER TOWE	08/19/2024	41.18	600-811-6373	TELEPHONE
Total VERIZON WIRELESS SERVICES LLC (1822):				41.18		
<b>VWR INTERNATIONAL INC (1839)</b>						
	8816647806	GLASS FIBER FILTERS-LAB EQUIP	08/19/2024	139.30	610-816-6505	EQUIPMENT-MINOR
Total VWR INTERNATIONAL INC (1839):				139.30		
<b>WALTERS SANITARY SERVICE INC (1848)</b>						
	47X14023	WASTE REMOVAL-WATER	08/19/2024	320.00	600-811-6372	LANDFILL/USERS FEES
	47X14024	WASTE REMOVAL-WW	08/19/2024	500.00	610-816-6372	LANDFILL/USERS FEES
Total WALTERS SANITARY SERVICE INC (1848):				820.00		
<b>WILLIAM SKARE (2482)</b>						
	080824	MAINSTREET ANNOUNCEMENT CEDR	08/19/2024	58.36	001-520-6240	CONF/CAR ALLOW
Total WILLIAM SKARE (2482):				58.36		
<b>XEROX CORPORATION (3807)</b>						
	021813539	COPIER AGREEMENT-WW	08/19/2024	30.97	610-816-6506	OFFICE SUPPLIES
Total XEROX CORPORATION (3807):				30.97		
<b>K &amp; R LAWN CARE INC (4278)</b>						
	59832	NUISANCE MOWING	08/19/2024	380.00	001-198-6498	WEED/SNOW
Total K & R LAWN CARE INC (4278):				380.00		
Grand Totals:				401,488.83		

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

Report Criteria:  
 Detail report type printed

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
PARK	18	ACCO UNLIMITED CORP	0244391-IN	WATER TESTING REAGE	449.36	220995	08/12/2024
PARK			0244550-IN	POOL CHEMICALS	1,332.52	220995	08/12/2024
PARK			0244706-IN	POOL CHEMICALS	1,515.16	220995	08/12/2024
PARK			0244832-IN	WATER TEST REAGENTS	114.58	220995	08/12/2024
PARK			0245000-IN	POOL CHEMICALS	939.80	220995	08/12/2024
PARKS			0245116-IN	WATER TEST REAGENTS	114.06	220995	08/12/2024
PARK			0245270-IN	CHEMICALS-POOL	1,197.20	220995	08/12/2024
Total 18:					5,662.68		
AIRPORT	45	ALLIANT ENERGY	071924B	UTILITIES- RR 1 MUNCIA	116.13	221078	08/13/2024
AIRPORT			071924C	UTILITIES- HIRTA	295.55	221078	08/13/2024
AIRPORT			071924D	UTILITIES- 424 SNEDDEN	32.39	221078	08/13/2024
AIRPORT			071924E	UTILITIES- 424 SNEDDEN	772.83	221078	08/13/2024
PARK			072324A	ALLIANT	2,778.66	220997	08/12/2024
Total 45:					3,995.56		
AIRPORT	86	ARNOLD MOTOR SUPPL	08CR019369	CREDIT FOR CORE RET	30.00-	221079	08/13/2024
PARK			08NV174219	CHIPPER FUEL LINE REP	42.24	221000	08/12/2024
PARK			08NV175513	VEHICLE REPAIR LIGHT	1.49	221000	08/12/2024
PARK			08NV175643	PARK DUMP TRUCK REP	6.49	221000	08/12/2024
PARK			08NV175647	PARK DUMP TRUCK FUE	5.39	221000	08/12/2024
AIRPORT			08NV176508	PARTS FOR JET FUEL TR	292.08	221079	08/13/2024
AIRPORT			08NV176576	ALTERNATOR FOR JET F	237.19	221079	08/13/2024
PARK			08NV177067	AIR HOSE REPPAIR	22.77	221000	08/12/2024
Total 86:					577.65		
PARK	254	BROWN ELECTRIC	17888	NEW LED LIGHTS REPLA	3,072.00	221006	08/12/2024
Total 254:					3,072.00		
PARK	442	DARCI NEWCOMB	080524	SWIM LESSON SERVICE	2,400.00	221008	08/12/2024
Total 442:					2,400.00		
AIRPORT	479	CITY OF BOONE	070224	WATER- HIRTA	28.81	221082	08/13/2024
Total 479:					28.81		
AIRPORT	526	DUNCAN HEATING & PLU	41060	REPAIR STOOLS & SINKS	174.36	221084	08/13/2024
Total 526:					174.36		
PARK	798	HY-VEE FOOD STORE	079775	SODA POP	22.36	221012	08/12/2024
PARK			552294	SODA POP	23.76	221012	08/12/2024
PARK			602778	SODA POP	43.28	221012	08/12/2024
PARK			852398	CLEANING SUPPLIES	22.97	221012	08/12/2024
Total 798:					112.37		
PARK	848	IOWA DEPT TRANSPORT	CI-0022273	TOILET PAPER PARKS	289.05	221013	08/12/2024
PARK			CI-0022274	TOILET PAPER/GARBAG	256.76	221013	08/12/2024

Paid Bills

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
Total 848:					545.81		
AIRPORT	1049	KRUCK PLUMBING & HEA	5707	CAPACITOR AND FUSE R	134.32	221087	08/13/2024
Total 1049:					134.32		
AIRPORT	1454	CENTURYLINK	070424A	TELEPHONE- AIRPORT	158.16	221081	08/13/2024
PARK			072624-3	PARK TELEPHONE	77.85	221007	08/12/2024
Total 1454:					236.01		
PARK	1552	R & W POWER	19473	HEDGE TRIMMER REPAI	394.89	221019	08/12/2024
PARK			19716	WEED EATER PARTS-CE	65.92	221019	08/12/2024
Total 1552:					460.81		
MANUAL	1659	TREASURER/STATE OF I	080624	POOL SALES TAX- JULY 2	1,459.98	80624000	08/06/2024
MANUAL			081324	SALES TAX- JULY 2024	2,946.27	81324000	08/13/2024
MANUAL			0813241	WATER EXCISE TAX- JUL	12,096.27	81324001	08/13/2024
Total 1659:					16,502.52		
PARK	1813	VAN DIEST SUPPLY COM	151159	WEED KILLER	250.00	221024	08/12/2024
PARK			152492	WEED KILLER	87.15	221024	08/12/2024
Total 1813:					337.15		
PARK	1848	WALTERS SANITARY SER	47K15791	TRASH REMOVAL-PARK	444.00	221026	08/12/2024
PARK			47K15839	TRASH REMOVAL-POOL	140.00	221026	08/12/2024
Total 1848:					584.00		
PARK	1963	BOONE HARDWARE	19345/1	FOAM PICKLEBALL BENC	6.49	221004	08/12/2024
Total 1963:					6.49		
PARK	2031	KATHLEEN LABRAHAMS	080724	SWIM LESSON SERVICE	2,400.00	221014	08/12/2024
Total 2031:					2,400.00		
PARK	2132	PORTABLE PRO	81039	PORTABLE TOILETS-CE	90.00	221018	08/12/2024
PARK			81040	PICKLEBALL TOILET SER	90.00	221018	08/12/2024
PARK			81217	PORTABLE TOILET SER	255.00	221018	08/12/2024
Total 2132:					435.00		
AIRPORT	2222	WICKS CONSTRUCTION	070124	15/33 S RUNWAY PAYME	34,450.31	221089	08/13/2024
Total 2222:					34,450.31		
PARK	2396	HEARTLAND TIRE & AUT	164830	PARK GATOR TIRE	122.00	221011	08/12/2024
Total 2396:					122.00		
PARK	2672	ATLANTIC COCA-COLA B	072324	POOL CONCESSIONS	497.38	221001	08/12/2024
PARK			4570261	COKE CO2 RETURN	75.00-	221001	08/12/2024

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
Total 2672:					422.38		
PARK	2673	SYSCO IOWA	339180754	CHEESE RETURN	14.06-	221023	08/12/2024
PARK			339559075	ICE CREAM RETURN	34.99-	221023	08/12/2024
PARK			339563106	SHOWER SOAP	86.49	221023	08/12/2024
PARK			339584044	ICE CREAM RETURN	54.99-	221023	08/12/2024
PARK			339595409	CONCESSION SUPPLIES	824.75	221023	08/12/2024
PARK			339602784	ICE CREAM-POOL CONC	487.89	221023	08/12/2024
PARK			339610993	ICE CREAM-POOL CONC	1,144.24	221023	08/12/2024
PARK			339626724	ICE CREAM-POOL CONC	992.82	221023	08/12/2024
Total 2673:					3,432.15		
PARK	2690	LESTER REFRIGERATIO	231279	ICE MAKER REPAIR	400.57	221016	08/12/2024
Total 2690:					400.57		
PARKS	2706	BOONE ACE HARDWARE	080429/2	RAKES SHOVEL TREE CL	102.97	221003	08/12/2024
PARK			080452/2	POOL VAC PLUG	5.99	221003	08/12/2024
PARK			080497/2	HITCH PIN	4.59	221003	08/12/2024
PARK			80229/2	PARK CLEANING SUPPLI	25.98	221003	08/12/2024
PARK			80270/2	RESTROOM DOOR REPA	23.99	221003	08/12/2024
PARK			80429/2	RAKES SHOVEL TREE CL	102.97	221003	08/12/2024
PARK			80441/2	SPRAY PAINT	6.99	221003	08/12/2024
PARK			80497/2	HITCH PI CLIP	4.59	221003	08/12/2024
PARK			80519/2	POOL VAC PLUG REPAIR	24.57	221003	08/12/2024
PARK			80525/2	OUTLET REPAIR POOL	5.99	221003	08/12/2024
PARK			80613/2	LIGHT BULB REPLACEM	9.99	221003	08/12/2024
Total 2706:					318.62		
AIRPORT	2840	MID IA PETROLEUM EQU	5745	ANLN TEST/MAINTAINEN	2,754.66	221088	08/13/2024
Total 2840:					2,754.66		
PARK	3015	AMAZON.COM	19GX-K9QQ-	RECORDER	38.99	220998	08/12/2024
Total 3015:					38.99		
PARK	3343	AGSOURCE LABORATOR	PS-INV3528	COLIFORM WATER TEST	57.00	220996	08/12/2024
Total 3343:					57.00		
MANUAL	3506	CDS GLOBAL	080124	ON-LINE CC PROCESSI	218.94	80124000	08/01/2024
MANUAL			080124	ON-LINE CC PROCESSIN	218.95	80124000	08/01/2024
Total 3506:					437.89		
AIRPORT	3654	BOLTON & MENK INC	0339924	ENGINEERING FEES - FU	5,925.00	221080	08/13/2024
Total 3654:					5,925.00		
PARK	3828	BRADLEY RHOLL	080124	CELL PHONE REIMB BRA	19.00	221005	08/12/2024
Total 3828:					19.00		

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
AIRPORT	3844	DALE FARNHAM	080124	CONTRACT SERVICES- A	4,856.00	221083	08/13/2024
Total 3844:					4,856.00		
PARK	3958	SETH JANSSEN	080124	CELL PHONE REIMB SET	19.00	221022	08/12/2024
Total 3958:					19.00		
PARK	4040	BOMGAARS	85703359	STEEL ROD BASKET REP	12.98	221002	08/12/2024
PARK			85705276	PARK DUMP TRUCK PINS	47.77	221002	08/12/2024
PARK			85707388	BULB	14.99	221002	08/12/2024
Total 4040:					75.74		
PARK	4081	AMERICAN LEGION POS	6	AMERICAN FLAGS	150.00	220999	08/12/2024
Total 4081:					150.00		
PARK	4221	VAN WALL EQUIPMENT I	6311042	MOWER REPAIR	1,949.62	221025	08/12/2024
Total 4221:					1,949.62		
PARK	4239	FOUR STATE INTERNATI	FSI00018817	FUEL TANK DUMP TRUC	689.57	221010	08/12/2024
Total 4239:					689.57		
PARK	4343	OGDEN TELEPHONE CO	080124A	INTERNET SERVICE-PA	74.95	221017	08/12/2024
Total 4343:					74.95		
AIRPORT	4359	GARBAGE GUYS	052824	WASTE REMOVAL JUNE-	69.00	221085	08/13/2024
AIRPORT			072924	WASTE REMOVAL- HIRTA	20.50	221085	08/13/2024
AIRPORT			072924A	WASTE REMOVAL AUGU	69.00	221085	08/13/2024
Total 4359:					158.50		
AIRPORT	4485	HERMAN DRAINAGE LLC	839	MOWING- AUGUST	5,000.00	221086	08/13/2024
Total 4485:					5,000.00		
PARK	4518	KENNETH SLABA	080124	CELL PHONE REIMBURS	19.00	221015	08/12/2024
Total 4518:					19.00		
PARK	4563	FAREWAY	384096	CANDY-POOL CONCESSI	300.00	221009	08/12/2024
Total 4563:					300.00		
PARK	4720	REXCO EQUIPMENT, INC	P05557	CHIPPER IGNITION SWIT	204.13	221020	08/12/2024
Total 4720:					204.13		
PARK	4721	SAMANTHA WRIGHT	080724	REFUND	25.00	221021	08/12/2024
Total 4721:					25.00		



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Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
Grand Totals:					<u>99,565.62</u>		

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Report Criteria:  
Detail report type printed

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Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
<b>EMPLOYEE BENEFIT SYSTEM (3345)</b>						
	070224	FLEX CLAIMS	07/31/2024	465.00	001-050-2149	FLEX PLAN
	0702241	FLEX CLAIMS	07/31/2024	237.46	001-050-2149	FLEX PLAN
	070324	FLEX CLAIMS	07/31/2024	80.00	001-050-2149	FLEX PLAN
	0703241	FLEX CLAIMS	07/31/2024	80.00	001-050-2149	FLEX PLAN
	070424	FLEX CLAIMS	07/31/2024	15.00	001-050-2149	FLEX PLAN
	070724	FLEX CLAIMS	07/31/2024	50.00	001-050-2149	FLEX PLAN
	071124	FLEX CLAIMS	07/31/2024	13.75	001-050-2149	FLEX PLAN
	071124	FLEX CLAIMS	07/31/2024	13.75	110-050-2149	FLEX PLAN
	071124	FLEX CLAIMS	07/31/2024	13.75	600-050-2149	FLEX PLAN
	071124	FLEX CLAIMS	07/31/2024	13.75	610-050-2149	FLEX PLAN
	0711241	FLEX CLAIMS	07/31/2024	10.00	001-050-2149	FLEX PLAN
	071324	FLEX CLAIMS	07/31/2024	10.00	001-050-2149	FLEX PLAN
	071924	FLEX CLAIMS	07/31/2024	13.75	001-050-2149	FLEX PLAN
	071924	FLEX CLAIMS	07/31/2024	13.75	110-050-2149	FLEX PLAN
	071924	FLEX CLAIMS	07/31/2024	13.75	600-050-2149	FLEX PLAN
	071924	FLEX CLAIMS	07/31/2024	13.75	610-050-2149	FLEX PLAN
	072424	FLEX CLAIMS	07/31/2024	13.75	610-050-2149	FLEX PLAN
	072424	FLEX CLAIMS	07/31/2024	13.75	600-050-2149	FLEX PLAN
	072424	FLEX CLAIMS	07/31/2024	13.75	110-050-2149	FLEX PLAN
	072424	FLEX CLAIMS	07/31/2024	13.75	001-050-2149	FLEX PLAN
	072624	FLEX CLAIMS	07/31/2024	10.00	001-050-2149	FLEX PLAN
	073024	FLEX CLAIMS	07/31/2024	55.60	001-050-2149	FLEX PLAN

Total EMPLOYEE BENEFIT SYSTEM (3345): 1,178.06

Grand Totals: 1,178.06

Report GL Period Summary

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

*July manual checks*

Check Number	Check Issue Date	Payee			Check Amount	
221099	08/14/2024	CARTER, SHANNON			24.21	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	Final Bill Deposit Refunded	600-810-6490	24.21
221100	08/14/2024	CHANCE, KATHLEEN			125.00	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	WATER Deposit Refunded	600-810-6490	125.00
221101	08/14/2024	CONTE, JOSHUA T			125.00	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	WATER Deposit Refunded	600-810-6490	125.00
221102	08/14/2024	DIAZ, ANGEL & MARIA			75.00	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	WATER Deposit Refunded	600-810-6490	75.00
221103	08/14/2024	GENTRY, STEPHANIE L			125.00	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	WATER Deposit Refunded	600-810-6490	125.00
221104	08/14/2024	GEORGE, ROGER W			60.53	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	Final Bill Deposit Refunded	600-810-6490	60.53
221105	08/14/2024	HARRINGA, MERLYN E			125.00	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	WATER Deposit Refunded	600-810-6490	125.00
221106	08/14/2024	HARRIS, TAMMY K			125.00	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	WATER Deposit Refunded	600-810-6490	125.00
221107	08/14/2024	HUFFMAN, ADAM			22.96	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	UB Refund Overpayment	999-000-1105	22.96
221108	08/14/2024	HUSTON, LARISSA M			125.00	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	WATER Deposit Refunded	600-810-6490	125.00
221109	08/14/2024	JOHNSON, CHRISTOPHER D			23.47	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	Final Bill Deposit Refunded	600-810-6490	23.47
221110	08/14/2024	KLEMESRUD, JENNIFER R			125.00	

*Utility Billing Refunds*

Check Number	Check Issue Date	Payee		Check Amount	
Sequence	Source	Description	GL Account	Amount	
	1	WATER	UB Refund Overpayment	999-000-1105	125.00
221111	08/14/2024	MATOLEK, JULIUS L		125.00	
	1	WATER	WATER Deposit Refunded	600-810-6490	125.00
221112	08/14/2024	PELLEYMOUNTER, AARON J		125.00	
	1	WATER	Final Bill Deposit Refunded	600-810-6490	125.00
221113	08/14/2024	PETERSON, AMY		75.00	
	1	WATER	WATER Deposit Refunded	600-810-6490	75.00
221114	08/14/2024	PRICE, JOSHUA D		125.00	
	1	WATER	WATER Deposit Refunded	600-810-6490	125.00
221115	08/14/2024	REULAND, LOGAN		80.31	
	1	WATER	Final Bill Deposit Refunded	600-810-6490	80.31
221116	08/14/2024	SCHARFENKAMP, RYAN		125.00	
	1	WATER	WATER Deposit Refunded	600-810-6490	125.00
221117	08/14/2024	SCHULTZ, JACE D		125.00	
	1	WATER	WATER Deposit Refunded	600-810-6490	125.00
221118	08/14/2024	SCHWARTZ, KATHRYN K		125.00	
	1	WATER	WATER Deposit Refunded	600-810-6490	125.00
221119	08/14/2024	SMELCER, DAVID C		17.45	
	1	WATER	Final Bill Deposit Refunded	600-810-6490	17.45
221120	08/14/2024	STINE, ALEXIS L		125.00	
	1	WATER	WATER Deposit Refunded	600-810-6490	125.00
221121	08/14/2024	STINES, EMORY M		125.00	
	1	WATER	WATER Deposit Refunded	600-810-6490	125.00

Check Number	Check Issue Date	Payee			Check Amount	
221122	08/14/2024	TAGGART, KASEY D			36.55	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	UB Refund Overpayment	999-000-1105	36.55
221123	08/14/2024	THAO, BAO			125.00	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	WATER Deposit Refunded	600-810-6490	125.00
221124	08/14/2024	WAYLAND, ASA J			93.62	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	Final Bill Deposit Refunded	600-810-6490	93.62
221125	08/14/2024	WITTRIG, LISA M			47.42	
		Sequence	Source	Description	GL Account	Amount
		1	WATER	Final Bill Deposit Refunded	600-810-6490	47.42
Grand Totals:					<u>2,556.52</u>	



Alcohol Inspection Form

City of Boone
923 8th Street
Boone, IA 50036

Type of Request: [X] RENEWAL [ ] NEW LICENSE [ ] TRANSFER (date)
Cedar Pointe Golf Course 601 S. Cedar St Boone, IA 50036
Company/Applicant Address City, State Zip

Carol Clemons 515-298-3468 carol@cedarpointegolfcourse.com
Primary Contact Name Phone e-mail
LC0043657 8-1-24
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.

Carol Clemons 8-14-24
Applicant Signature Co-Applicant 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:



**Alcohol Inspection Form**

City of Boone  
923 8<sup>th</sup> Street  
Boone, IA 50036

Type of Request:  RENEWAL     NEW LICENSE     TRANSFER (date \_\_\_\_\_)

Tablco LLC dba Yokoi Railhouse    709 Keeler St    Boone IA 50036  
Company/Applicant    Address    City, State Zip


Jason Crimmins    515-450-9638    tablco LLC @ gmail . com  
Primary Contact Name    Phone    e-mail


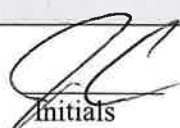

LC0041804    6-15-24  
License Number    Expiration

**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 1<sup>st</sup> and 3<sup>rd</sup> 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.**

    \_\_\_\_\_    8-14-24  
Applicant Signature    Co-Applicant    Date

<b>OFFICE USE ONLY:</b>			
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.			
<b>Boone Police Department</b> (515) 432-3456	<input type="checkbox"/> no objection <input type="checkbox"/> object		8/14/24 Date
Notes or comments:			
<b>Boone Fire Department</b> (515) 432-3446	<input checked="" type="checkbox"/> no objection <input type="checkbox"/> object		8-14-24 Date
Notes or comments:			
<b>Boone Building Official</b> (515) 433-0633	<input checked="" type="checkbox"/> no objection <input type="checkbox"/> object		8-14-24 Date
Notes or comments:			

Final action by City Council:     Approve     Deny    Date: \_\_\_\_\_

**CITY COUNCIL  
CITY OF BOONE, IOWA**

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RESOLUTION NO. 3256  
AUTHORIZING THE SALE OF PERSONAL CITY PROPERTY

WHEREAS, the City of Boone, Iowa has from time to time, allowed personal property that has been used by a City Employee or Elected Official for City business to be purchased by said employee; and

WHEREAS, City Administrator Skare has requested to take financial responsibility of his City cell phone plan and purchase his phone from the City o/ Boone.

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

**Section 1:** That the iPhone 12 currently being used by Skare, shall hereby be declared personal property and is to be sold at market value of \$100.00 to Bill Skare.

PASSED THIS 19th day of August 2024.

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

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

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Mayor  
City of Boone

---

Clerk  
City of Boone

Veto  \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor - City of Boone



**CITY COUNCIL  
CITY OF BOONE, IOWA**

---

RESOLUTION NO. 3257

AUTHORIZING PUFFERBILLY DAYS COMMITTEE CERTAIN AUTHORITIES  
WITHIN THE RIGHT OF WAY OF THE CITY OF BOONE FOR THE PURPOSE OF  
SAFETY AND ORGANIZATION OF THE PUFFERBILLY DAYS EVENT

WHEREAS, the Pufferbilly Days Committee has requested authority of certain described public property during the Pufferbilly Days celebration; and

WHEREAS, the purpose of the Committee's request is to aid in vendor control, parking availability, parade safety and overall general safety of the public during Pufferbilly Days; and

WHEREAS, this resolution grants the Committee the necessary authority to develop and enforce policy decisions concerning the festival; and

WHEREAS, the passage of this resolution will aid in the long-range planning and growth of the festival as well as establish the necessary guidelines and authority for overall control.

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

**Section 1:** That the City Council hereby grants to the Pufferbilly Days Committee control and supervision of the following described area for and during the 2024 celebration, subject to all police powers of the City of Boone and the laws of the State of Iowa:

**Everything south of 12<sup>th</sup> Street within corporate limits.**

PASSED THIS 19th day of August, 2024.

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

**Kole Hilsabeck**   
**Cory Henson**   
**Kyle Angstrom**

**Linda Williamson**   
**David Byrd**

**Terry Moorman**   
**Lisa Kahookele**

---

Mayor  
City of Boone

---

Clerk  
City of Boone

Veto  \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor - 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. 2309**

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 All-Terrain and Off-Road Vehicles Ordinances.

Section 2. Chapter 77 is amended by changing the following:

- **Add to Section 77.02 (2):** D. "Golf carts fitting the definitions provided in Iowa Code 321I.1."
- **Replace the first paragraph of 77.03 to state:** If an all-terrain vehicle or off-road vehicle is properly registered pursuant to Iowa Code Section 321I.3 and with proper identification under Section 77.05 of this ordinance, it may be operated on any roadway in the City of Boone pursuant to the restrictions in this ordinance, which means it cannot be operated on Story Street, South Story Street, Mamie Eisenhower, West Mamie Eisenhower, Highway 30, in any City park or in the ditch, and those restrictions imposed by the Iowa Code. In addition, the operation of any all-terrain vehicle or off-road vehicle, shall be prohibited anywhere in the City of Boone during the week of Super Nationals beginning at midnight on the Friday before Super Nationals begins and continuing until noon of the second Sunday thereafter, which thus totals approximately eight (8) days and at any time as the Boone Police Chief in his/her discretion decides that in the interest of public safety the operation shall be prohibited. An all-terrain vehicle and off-road vehicle may stop at service stations or convenience stores along the designated roadway.
- **Add Section 77.04 ACCIDENT REPORTS:** If an all-terrain vehicle or off-road vehicle is involved in an accident resulting in injury or death to anyone or property damage amounting to one thousand five hundred dollars or more, either the operator or someone acting for the operator shall immediately notify the county sheriff or another law enforcement agency in the state.
- **Add Section 77.05 MUFFLERS REQUIRED:** An all-terrain vehicle and off road vehicles shall not be operated without suitable and effective muffling devices. All vehicles shall comply with the sound level standards and testing procedures established by the society of automotive engineers under SAE J1287.
- **Add Section 77.06 HEADLIGHTS -- TAILLIGHTS -- BRAKES:** Every all-terrain vehicle and off-road vehicle operated during the hours of darkness shall display a lighted headlight and taillight. Every all-terrain vehicle shall be equipped with brakes.
- **Change Section 77.04 UNLAWFUL OPERATION to Section 77.07.**
- **Add to the end of Section 77.07 (3):** All off-road vehicles, as defined shall be equipped with a horn and rear view mirror.
- **Add Section 77.07 (9):** 9. Upon an operating railroad right-of-way. An all-terrain vehicle may be driven directly across a railroad right-of-way only at an established crossing and, notwithstanding any other provisions of law, may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic. This paragraph does not apply to a law enforcement officer or railroad employee in the lawful discharge of the officer's or employee's duties or to an employee of a utility with authority to enter upon the railroad right-of-way in the lawful performance of the employee's duties.
- **Add Section 77.07 (10):** 10. A person shall not operate an all-terrain vehicle with more persons on the vehicle than it was designed to carry.

- **Delete and replace all of Section 77.05 IDENTIFICATION REQUIREMENTS to read as Section 77.08 IDENTIFICATION AND REGISTRATION REQUIREMENTS:** Each all-terrain vehicle used on any road, public land, public ice, or a designated riding trail of this state shall be currently registered. These units must be registered in accordance with the requirements of 321I.3. Golf Carts may be registered as off-road vehicles when they fit the definitions provided in Iowa Code 321I.1.
- **Add Section 77.09 VIOLATION OF STOP SIGNAL:** A person who has received a visual or audible signal from a peace officer to come to a stop shall not operate an all-terrain vehicle in willful or wanton disregard of the signal, interfere with or endanger the officer or any other person or vehicle, increase speed, or attempt to flee or elude the officer.
- **Add Section 77.10 NEGLIGENCE:** The owner and operator of an all-terrain vehicle are liable for any injury or damage occasioned by the negligent operation of the all-terrain vehicle. The owner of an all-terrain vehicle shall be liable for any such injury or damage only if the owner was the operator of the all-terrain vehicle at the time the injury or damage occurred or if the operator had the owner’s consent to operate the all-terrain vehicle at the time the injury or damage occurred.
- **Change Section 77.06 EXEMPT VEHICLES AND OPERATORS to Section 77.11.**
- **Change Section 77.07 PENALTIES to Section 77. 12.**

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

They are: None

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

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

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

\_\_\_\_\_  
Elijah Stines - Mayor

Attest:

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

\_\_\_\_\_  
William J. Skare – City Administrator

Jim P. Robbins AT0006583

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

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

**Tax Statement:** Daisy Brand, LLC, 12750 Merit Dr., Suite 600, Dallas, TX 75251

**ORDINANCE NO. 2310**

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

Section 1. Purpose: To rezone the legally described properties listed below from an A-1 (Agricultural District) to M-4 (General Industrial District).

Section 2. The official zoning map of the City of Boone, Iowa is hereby amended by rezoning the following from A-1 (Agricultural District) to M-4 (General Industrial District):

**East 62.00 acres lying North of U.S. Highway No. 30 in East Half (1/2) of Southwest quarter (1/4) of Section thirty-five (35), Township eighty-four (84) North, Range twenty-six (26), West of the 5th P.M., in the City of Boone, Boone County, Iowa, as shown on Plat of Survey recorded in Plat Book 32, Page 166, in the office of the Recorder of Boone County, Iowa.**

**East Half (1/2) of East 62.00 acres lying North of U.S. Highway No. 30 in East Half (1/2) of Southwest quarter (1/4) of Section thirty-five (35), Township eighty-four (84) North, Range twenty-six (26), West of the 5th P.M., in the City of Boone, Boone County, Iowa, as shown on Plat of Survey recorded in Plat Book 32, Page 131, excepting therefrom East half (1/2) of said East 62.00 acres, as shown on Plat of Survey recorded in Plat Book 32, Page 166, in the office of the Recorder of Boone County, Iowa.**

**Parcel Nos. 088426353182002 088426353182003**

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

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

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

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

\_\_\_\_\_  
Elijah Stines - Mayor

Attest:

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

\_\_\_\_\_  
William J. Skare – City Administrator