

City Council Meeting Notice

Governing Body: City Council of Boone, Iowa

Date of Meeting: September 3, 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/84057613974?pwd=wjnw95gw9tue7mNclyTP1imut24YGA.1>

Meeting ID: 840 5761 3974

Passcode: 751836

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. Hearing to Determine if a Dog within the City Limits of Boone, Iowa is a “Vicious Animal” as Defined by City Ordinance 56.05.
 - B. Update on the Arts Advisory Board. – Holly Heartso.
 - C. Public Hearing 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.
 1. 3260 – Resolution Authorizing Annexation of Property Described as 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.
 - D. Public Hearing on a Proposed Amendment No. 10 to the Southeast Boone Urban Renewal Plan in the City of Boone, State of Iowa.
 1. 3261 – Resolution Determining an Area of the City to be an Economic Development and Blighted Area, and that the Rehabilitation, Conservation, Redevelopment, Development or a Combination thereof, of Such Area is Necessary in the Interest of the Public Health, Safety or Welfare of the Residents of the City; Designating Such Area as Appropriate for Urban Renewal Projects; and Adopting the Amendment No. 10 to the Southeast Boone Urban Renewal Plan.

- E.** Public Hearing on a Proposed South Marshall Urban Renewal Plan for a Proposed Urban Renewal Area in the City of Boone, State of Iowa.
 - 1.** 3262 – Resolution Determining an Area of the City to be an Economic Development Area, and that the Rehabilitation, Conservation, Redevelopment, Development, or a Combination thereof, of Such Area is Necessary in the Interest of the Public Health, Safety or Welfare of the Residents of the City; Designating Such Area as Appropriate for Urban Renewal Projects; and Adopting the South Marshall Urban Renewal Plan.
- F.** Public Hearing on the Proposal to Enter into a Development Agreement for a Residential Project with Prairie Place, LLC.
- G.** Public Hearing on the Proposal to Enter into a Development Agreement for a Commercial 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.
 - D.** ECONOMIC DEVELOPMENT COMMITTEE – Moorman, Chm.
- 6.** DEPARTMENT REPORTS
 - A.** BUILDING OFFICIAL – Dave Ades
 - 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.** Alcohol License for Pufferbilly Days/Boone County Chamber.
 - 2.** Chief Wiebold
 - I.** ASSISTANT CITY ADMINISTRATOR/CLERK – Ondrea Elmquist
 - J.** CITY ADMINISTRATOR – William Skare
 - 1.** 3263 – Resolution Approving and Authorizing the Execution of a Development Agreement for a Residential Project by and Between the City of Boone and Prairie Place LLC.

2. 3264 – Resolution Approving and Authorizing the Execution of a Development Agreement for a Commercial Project by and Between the City of Boone and Prairie Place LLC.
 3. Review/Discuss Resolution 291.
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 –
 - d. Transfer – none
 2. Cigarette/Tobacco Permit –
 - D. RESOLUTIONS
 1. 3265 – Resolution Approving Salary, Benefits, and Employment Agreement with Kathy LaRue for the Accounts Payable/Payroll Specialist Position.
 2. 3266 – Resolution Authorizing the Payment of \$304,833.82 to Manatt’s Incorporated for Work Completed on the Story Street/Downtown Mill and Overlay Project.
 - E. BOARD AND COMMISSION APPOINTMENTS
 - F. OTHER
8. ORDINANCES
 - A. Second Reading – Ordinance 2309 to Allow the City of Boone, Iowa to Change the All-Terrain and Off-Road Vehicles Ordinances; Amending Chapter 77.
 - B. Waive Second 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.
 - C. Third 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.
 - D. First Reading – Ordinance 2311 for the Division of Revenues Under Section 403.19, Code of Iowa, for Amendment No. 10 to the Southeast Boone Urban

Renewal Plan.

E. First Reading – Ordinance 2312 for the Division of Revenues Under Section 403.19, Code of Iowa, for South Marshall Urban Renewal Plan.

- 9.** MAYOR'S COMMENTS
- 10.** COUNCIL MEMBER'S COMMENTS
- 11.** MOTION TO ADJOURN

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3260
RESOLUTION AUTHORIZING ANNEXATION OF PROPERTY

WHEREAS, the City of Boone has received a request from Daisy Brand LLC and Parcorp, Inc. agreeing to the voluntary annexation of the property described below into the City of Boone in compliance with Iowa Code Section 368.7

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.

Sometimes described as:

That part of the West 500.00 feet (measured at a right angle) of the Southeast Quarter (1/4), Section Thirty-five (35), Township Eighty-four (84) North, Range Twenty-six (26) West of the 5th P.M., Boone County, Iowa; lying North of the right-of-way U.S. Highway 30 (described in a Warranty Deed record in Land Deed Book 385, Page 269 located at the Boone County Recorder's office) containing 28.62 acres and being subject to any and all Easements be they of record or not.

WHEREAS, the City of Boone has sent by certified mail on August 13, 2024 a copy of the Application for Voluntary Annexation and a Notice of the Public Hearing to be held on September 3, 2024 at 6:00 P.M. on this matter all which contain the legal description of said property with a map of the territory showing its location in relationship to the City of Boone to the Boone County Board of Supervisors. In addition, the City of Boone published Notice of the Public Hearing as required by Iowa Code Section 368.7 which will be shown in the Notice of Publication which will be attached to this Resolution when recorded.

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

1. The City of Boone does hereby annex into the city the following legally described property: **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.**

Sometimes described as:

That part of the West 500.00 feet (measured at a right angle) of the Southeast Quarter (1/4), Section Thirty-five (35), Township Eighty-four (84) North, Range Twenty-six (26) West of the 5th P.M., Boone County, Iowa; lying North of the right-of-way U.S. Highway 30 (described in a Warranty Deed record in Land Deed Book 385, Page 269 located at the Boone County Recorder's office) containing 28.62 acres and being subject to any and all Easements be they of record or not.

2. The City Attorney shall file a copy of this resolution, map and legal description of the land to the Iowa Department of Transportation, the county recorder and the Secretary of State.

PASSED THIS 3rd day of September, 2024.

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

Cory Henson
Kyle Angstrom
Terry Moorman

David Byrd
Linda Williamson

Lisa Kahookele
Kole Hilsabeck

Mayor Elijah Stines
City of Boone

City Administrator William J. Skare
City of Boone

Veto

Mayor - City of Boone

Date:

STATEMENT OF CONSULTATION

August 13, 2024 8:00 a.m.

On August 6th letters were sent out to the Boone County Auditor and Boone Community Schools inviting them to a consultation meeting at 8:00 a.m. on Tuesday August 13th in regards to the SE Urban Renewal Area Amendment No 10.

In attendance was William Skare and Ondrea Elmquist. No other attendees were present, nor were any written comments submitted.

Meeting adjourned at 8:30 a.m.

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3261

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AND BLIGHTED AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING AMENDMENT NO. 10 TO THE SOUTHEAST BOONE URBAN RENEWAL PLAN

WHEREAS, by Resolution adopted July 5, 1989, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Southeast Boone Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Southeast Boone Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, which Urban Renewal Plan has been subsequently amended nine times, most recently by Amendment No. 9 adopted in August 2017, and which Plan, as amended, is on file in the office of the Boone County Recorder; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

ORIGINAL PROJECT AREA

Beginning at the intersection of Twelfth Street and Greene Street; thence East along Twelfth Street to Argo Street; thence South along Argo Street to the corporate limits at Eighth Street; thence Southerly and Southeasterly along the corporate limits line to the east corporate limits; thence Southerly along the Easterly corporate limits line to the south corporate limits; thence West along the South corporate limits line to the West corporate limits; thence northerly along the West corporate limits line to Park Avenue; thence East along Park Avenue to Story Street; thence South along Story Street to Hancock Drive; thence East along Hancock Drive to South Linn Street; thence North along an extension of South Linn Street for one quarter mile; thence East to South Delaware Street extended; thence North along South Delaware Street and South Delaware Street extended for one quarter mile; thence West to the east line of Karst Second Addition; thence North along the east line of Karst Second Addition to First Street; thence East along First Street to Brainard Street; thence North along Brainard Street to Mamie Eisenhower Avenue; thence West along Mamie Eisenhower Avenue to Greene Street; thence North along Greene Street' to the place of beginning.

The Urban Renewal Area includes the full right of way of all streets forming the boundary.

AMENDMENT NO. 1 AREA

Amendment No. 1 added no real property to the Area.

AMENDMENT NO. 2 AREA

THAT part of Section 22, 23, 26 and 27, Township 84 North, Range 26 West of the 5th P.M., Boone County, Iowa, more particularly described as follows: Beginning at a point which is 33 feet South of the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 22; thence North along the West line of said Southeast quarter of the Southeast quarter 1,148.14 feet to the center line of the Chicago & Northwestern Transportation Co. right-of-way (formerly the Fort Dodge, Des Moines & Southern Railroad right-of-way); thence S89°44'E 1,317.02 feet to a point on the East line of said Southeast quarter of the Southeast quarter, which is 1,131.90 feet North of the Southeast corner of said Section 22; thence across part of the South half of the Southwest quarter of said Section 23, S89°44'E 2, 155.00 feet; thence S89°39'E 476.17 feet to a point on the East line of said Southwest quarter which is 1,130.10 feet North of the Southeast corner of said Southwest quarter; thence South 1,130.10 feet to the Southeast corner of said Southwest quarter; thence South along the East line of the Northwest quarter of said Section 26 to a point which is 600.00 feet North of the center of said Section 26; thence West 40.00 feet; thence Northwesterly to a point on the West line of said Section 26 which is 1,515.00 feet South of the Northwest corner of said Section 26; thence Northwesterly to the East line of Delaware Street at the North line of Seventh Street; thence Northwesterly along the North line of Seventh Street to a point which is 7 1/3 rods East of the west line of the Northeast quarter of the Northwest quarter of said Section 27; thence North to a point which is 33.00 feet South of the North line of said Section 27; thence East to the point of beginning.

AMENDMENT NO. 3 AREA

Blocks 140 and 141 Original Boone; and Lots 40-53, Fairground's Addition.

AMENDMENT NO. 4 AREA

The Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), except that part of Parcel "A", (as described in Plat of Survey filed in Book 16, Page 193, in the Boone County Recorders Office), described as Beginning at the Southwest Corner of said Parcel "A"; thence South 88°10'16" East 177.79 feet; thence North 73°59'19" East 135.35 feet; thence North 50°27'33" East 69.30 feet; thence South 89°26' West 362.35 feet; thence South 00°51'47" East 72.20 feet to the point of beginning, containing 0.52 acres, and East 8.77 acres of Lot Two (2) in Southeast Quarter (SE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$), all in Section Three (3), Township Eighty-three (83) North, Range Twenty-six (26), West of the 5th P.M., Boone County, Iowa.

AND

That part of Parcel "A", (as described in Plat of Survey filed in Book 16, Page 193, in the Boone County Recorders Office), described as Beginning at the Southwest Corner of said Parcel "A"; thence South 88°10'16" East 177.79 feet; thence North 73°59'19" East 135.35 feet; thence North 50°27'33" East 69.30 feet; thence South 89°26' West 362.35 feet; thence South 00°51'47" East 72.20 feet to the point of beginning, containing 0.52 acres.

AMENDMENT NO. 5 AREA

THAT PART OF SECTIONS 22 AND 23, TOWNSHIP 84 NORTH, RANGE 26 WEST OF THE 5TH P.M., BOONE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 33 FEET SOUTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER 1,148.14 FEET TO THE CENTER LINE OF THE CHICAGO & NORTHWESTERN TRANSPORTATION CO. RIGHT-OF-WAY (FORMERLY THE FORT DODGE, DES MOINES & SOUTHERN RAILROAD RIGHT-OF-WAY); THENCE S89°44'E 1,317.02 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, WHICH IS 1,131.90 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE ACROSS PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23, S89°44'E 2,155.00 FEET; THENCE S89°39'E 476.17 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER WHICH IS 1,130.10 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 TO THE CENTER OF SAID SECTION 23; THENCE NORTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 TO THE NORTHWEST CORNER OF SAID SECTION 23, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 22; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22 TO FOURTEENTH STREET; THENCE WEST ALONG FOURTEENTH STREET TO ARGO STREET; THENCE SOUTH ALONG ARGO STREET TO A POINT WHICH IS 33.0 FEET SOUTH OF THE SOUTH LINE OF SAID SECTION 22; THENCE EAST TO THE POINT OF BEGINNING.

AMENDMENT NO. 6 AREA

From the point of beginning, defined as the intersection of the centerline of W. 5th Street and the centerline of Marion Street in Boone, Iowa, proceed easterly on W. 5th Street to the centerline of Division Street; thence northerly on Division Street to the Centerline of 6th Street; thence easterly on 6th Street to the centerline of Greene Street; thence northerly on Greene Street to the centerline of 12th Street; thence easterly on 12th Street to the centerline

of Argo Street; thence northerly on Argo Street to the centerline of 14th Street; thence westerly on 14th Street to the centerline of Linn Street; thence northerly on Linn Street to the centerline of 22nd Street; thence westerly on 22nd Street to the centerline of Crawford Street; thence southerly on Crawford Street to the centerline of 18th Street; thence westerly on 18th Street to Division Street; thence southerly on Division Street to the Centerline of W. 10th Street; thence westerly on W. 10th Street to the centerline of Marion Street; thence southerly on Marion Street to the point of beginning.

AND

The full right-of-way of all roads adjacent to the Amendment #6 Area and the Urban Renewal Area as a whole.

AMENDMENT NO. 7

Amendment No. 7 added no real property to the Area.

AMENDMENT NO. 8 AREA

Deletes the following:

Outlot P of Golf Estates Subdivision, City of Boone, Boone County, Iowa (Parcel #088426342382005) and the east 1,622 feet of Outlot K of Golf Estates Subdivision, City of Boone, Boone County, Iowa (Portion of Parcel #088426342382006)

AMENDMENT NO. 9

Amendment No. 9 added no real property to the Area.

WHEREAS, a proposed Amendment No. 10 to the Plan ("Amendment No. 10" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to remove undeveloped real estate from the Area and to add to the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area; and

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

WHEREAS, this proposed Amendment No. 10 removes the following land from the Urban Renewal Area:

Southeast quarter (¼) of Northeast quarter (¼) of Section thirty-three (33), Township eighty-four (84) North, Range twenty-six (26), West of the 5th P .M., in the City of Boone, Boone County, Iowa, except East three (3) rods; also except Herral's First addition to Boone, Iowa; also except Parcel A of Southeast quarter (¼) of Northeast quarter (¼) of said Section thirty-three (33), as shown on Plat of Survey recorded in Plat Book 17, Page 302, in the office of the Recorder of Boone County, Iowa.

WHEREAS, by resolution adopted on August 5, 2024, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 10 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 10 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Administrator, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 10 for this meeting of the Council, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Boone News Republican, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 10, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 10 concerning the area of the City of Boone, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

- a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;
- b) The Plan, as amended, and Amendment No. 10 conform to the general plan for the development of the City as a whole; and
- c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:
 - i. Residential use is expected and with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:
 - a. *That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.*
 - b. *That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.*
 - c. *That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.*
 - d. *The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.*
 - ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development and blighted area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That Amendment No. 10 to the Southeast Boone Urban Renewal Plan of the City of Boone, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 10 to the Southeast Boone Urban Renewal Plan for the City of Boone, State of Iowa"; Amendment No. 10, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 10 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 10 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 10 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Boone County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 10, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 3rd day of September, 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"/>
<input type="checkbox"/>

Mayor
City of Boone

Clerk
City of Boone

Veto

Mayor - City of Boone

Date:

**SOUTHEAST BOONE
URBAN RENEWAL PLAN**

AMENDMENT #10

CITY OF BOONE, IOWA

Original Area Adopted – July, 1989
Amendment #1 – October, 1990
Amendment #2 – May, 1993
Amendment #3 – December, 1993
Amendment #4 – August, 1998
Amendment #5 – March, 2006
Amendment #6 – April, 2011
Amendment #7 – March, 2013
Amendment #8 – June, 2013
Amendment #9 – June, 2017
Amendment #10 – September, 2024

AMENDMENT #10
to
SOUTHEAST BOONE
URBAN RENEWAL PLAN
CITY OF BOONE, IOWA

The Southeast Boone Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Southeast Boone Urban Renewal Area ("Area" or "Urban Renewal Area"), adopted in 1989, and amended in 1990, 1993 (twice), 1998, 2006, 2011, 2013 (twice), and 2017, is being further amended by this Amendment #10 to the Plan ("Amendment #10" or "Amendment") to remove undeveloped real estate from the Area to be placed in the South Marshall Urban Renewal Area and to add to the list of proposed urban renewal projects to be undertaken within the Urban Renewal Area.

Except as modified by this Amendment #10, the provisions of the Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment #10 shall control. Any subsections not mentioned in this Amendment #10 shall continue to apply to the Plan, as previously amended.

DESCRIPTION OF THE URBAN RENEWAL AREA

The legal description of the property being removed from the Urban Renewal Area is attached hereto as Exhibit "A". A map of the Area, as amended by this Amendment #10, is attached as Exhibit "B".

AREA DESIGNATION

The Area, as amended, continues to be both an economic development area that is appropriate for the promotion of new commercial and low and moderate income residential development, and an area in which blighted conditions exist.

DEVELOPMENT PLAN

The City has a general plan for the physical development of the City as a whole outlined in the City of Boone's Comprehensive Plan dated January 15, 2007. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the City's Comprehensive Plan.

This Amendment does not in any way replace or modify the City's current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan, as amended.

PREVIOUSLY APPROVED URBAN RENEWAL PROJECTS

Numerous urban renewal projects were authorized prior to the date of this Amendment and are continuing. Such projects are not listed in this Amendment but consist of a variety of urban renewal projects that are not being amended by this Amendment.

ELIGIBLE URBAN RENEWAL PROJECTS (Amendment #10)

Although certain project activities may occur over a period of years, in addition to projects previously authorized in the Plan, as previously amended, the eligible urban renewal projects under this Amendment include:

1. Development Agreements:

A. Development Agreements: The City expects to consider requests for development agreements for projects that are consistent with this Plan, as amended, in the City’s sole discretion. Such agreements are unknown at this time, but based on past history, and dependent on development opportunities and climate, the City expects to consider a broad range of incentives as authorized by this Plan, as amended, including but not limited to land, loans, grants, tax rebates, infrastructure assistance and other incentives. The costs of such development agreements will not exceed \$3,000,000.

2. Planning, engineering fees, attorney fees, other related costs to support urban renewal projects and planning

Project	Date	Estimated Cost
Fees and costs	Undetermined	Not to exceed \$50,000

FINANCIAL INFORMATION

1.	Constitutional debt limit:	\$53,029,393
2.	Current outstanding general obligation debt:	\$ 2,357,680
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Projects (Amendment #10) has not yet been determined. The estimated project costs in this Amendment are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the	\$3,050,000 This total does not include financing costs related to debt issuance, which will be incurred over the life of the Area.

	foregoing, it is estimated that the cost of the Eligible Urban Renewal Projects (Amendment #10) as described above will be approximately as follows:	
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URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Area. These include:

A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

B. General Obligation Bonds

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with the residential development. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of constructing public infrastructure. Alternatively, the City may determine to use available funds for making such loans or grants. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

EFFECTIVE PERIOD

This Amendment #10 to the Urban Renewal Plan will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Urban Renewal Plan, any prior amendment, resolution, or document, the Urban Renewal Plan, as amended, shall remain in effect until terminated by the City Council.

The use of incremental property tax revenues, or the “division of revenue,” as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the Iowa Code. Since the adoption of Amendment No. 6 on April 4, 2011, the Urban Renewal Area has been designated a mixed area containing both property designated as blighted and property designated as appropriate for economic development (commercial/LMI residential). Because Iowa Code section 403.17(10) provides that the 20-year limitation on the division of revenue applies only to economic development areas with no part containing slum or blighted conditions, and because the Southeast Boone Urban Renewal Area contains parts that are blighted, the Area is not subject to the 20-year limitation on the division of revenue set forth in section 403.17(10). To the extent any prior amendment, resolution or document purported to establish a voluntary expiration date on the City’s ability to collect and use incremental property taxes from the Area, said document has been superseded, said expiration date rescinded, and the division of revenue throughout the Area shall continue indefinitely or for the maximum period allowed by law.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the previous Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of this Amendment or the Plan, as previously amended, is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Amendment or the Plan as a whole, or any part of the Amendment or the Plan not determined to be invalid or unconstitutional.

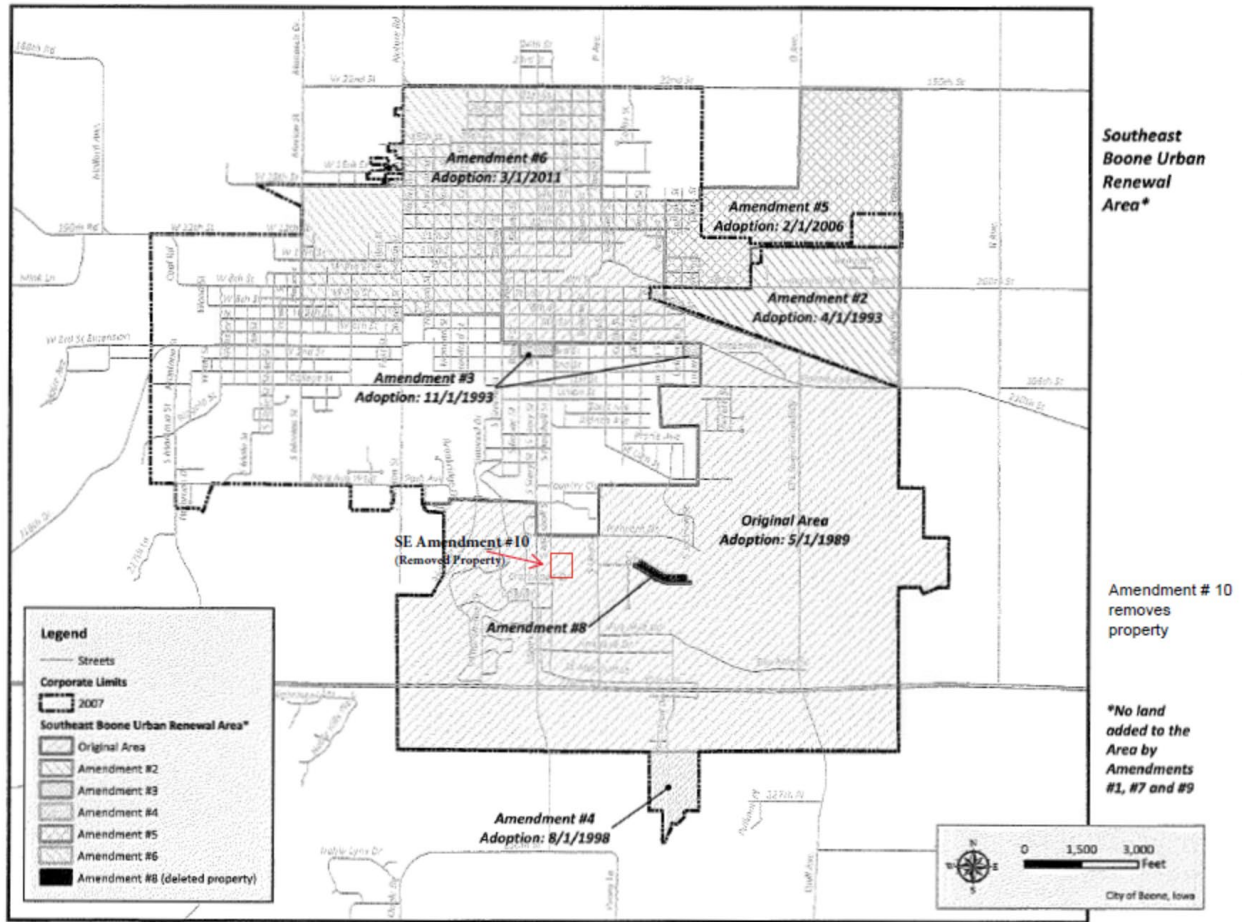
EXHIBIT "A"

LEGAL DESCRIPTION OF AREA TO BE REMOVED BY AMENDMENT #10

Southeast quarter ($\frac{1}{4}$) of Northeast quarter ($\frac{1}{4}$) of Section thirty-three (33), Township eighty-four (84) North, Range twenty-six (26), West of the 5th P .M., in the City of Boone, Boone County, Iowa, except East three (3) rods; also except Herrald's First addition to Boone, Iowa; also except Parcel A of Southeast quarter ($\frac{1}{4}$) of Northeast quarter ($\frac{1}{4}$) of said Section thirty-three (33), as shown on Plat of Survey recorded in Plat Book 17, Page 302, in the office of the Recorder of Boone County, Iowa.

EXHIBIT "B"

MAP OF AMENDED URBAN RENEWAL AREA



0237446\10236-146

STATEMENT OF CONSULTATION

August 13, 2024 8:00 a.m.

On August 6th letters were sent out to the Boone County Auditor and Boone Community Schools inviting them to a consultation meeting at 8:00 a.m. on Tuesday August 13th in regards to the South Marshall Urban Renewal Plan.

In attendance was William Skare and Ondrea Elmquist. No other attendees were present, nor were any written comments submitted.

Meeting adjourned at 8:30 a.m.



City Council Action Form

Date: 9/3/24
Subject: South Marshall Urban Renewal Area

Background

The South Marshall Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the South Marshall Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials respond to and promote economic development in the City of Boone, Iowa (the “City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new commercial development and housing and residential development as defined in the *Code of Iowa* Section 403.17(12) which is necessary to encourage the retention or relocation of industrial and commercial enterprises.

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the *Code of Iowa*, as amended.

With the adoption of this Plan, the City of Boone designates this Urban Renewal Area as an economic development area that is appropriate for the development of new commercial development, and residential housing unit development which is necessary to encourage the retention or relocation of industrial and commercial enterprises.

The Urban Renewal Area is, or may be in the future, located within an established Urban Revitalization Area. No tax abatement incentives under the Urban Revitalization Plan or any other plan, policy, or ordinance will be allowed for development that occurs in this Urban Renewal Area absent express written permission of the City Council.

The proposed renewal area meets the city’s general plan and is consistent as outlined in the City of Boone Comprehensive Plan. This Urban Renewal Plan will become effective upon its adoption by the City Council and shall remain in effect until terminated by the City Council.

Analysis:

The Planning & Zoning Commission unanimously recommended approval of the proposed Urban Renewal Area, which included approval of the Urban Renewal Plan’s conformity with the City’s Comprehensive Plan

Staff Recommendation:

Staff recommends approval of the South Marshall Urban Renewal Plan. The urban renewal plan is designed to eliminate blighting influences and to provide opportunities, incentives, and sites for community economic development purposes, including new residential and commercial development.

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3262

RESOLUTION DETERMINING AN AREA OF THE CITY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE CITY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE SOUTH MARSHALL URBAN RENEWAL PLAN

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the City and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the City; and

WHEREAS, this Council has caused there to be prepared a proposed South Marshall Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the South Marshall Urban Renewal Area (“Area” or “Urban Renewal Area”), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the South Marshall Urban Renewal Area as an area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the City Clerk; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Council has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

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

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the “South Marshall Urban Renewal Plan”; and

WHEREAS, the Iowa statutes require the City Council to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the City as a whole, prior to City Council approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the City as being in conformity with the general plan for development of the City as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on August 5, 2024, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the City Administrator, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Urban Renewal Plan for this meeting of the Council, and due and proper notice of the

public hearing was given, as provided by law, by timely publication in the Boone News Republican, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in the proposed "South Marshall Urban Renewal Plan" for the area of the City of Boone, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "South Marshall Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Council for this area.

Section 2. This Council further finds:

- a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;
- b) The Urban Renewal Plan conforms to the general plan for the development of the City as a whole; and
- c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:
 - i. Residential use is expected and with reference to those portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:
 - a. *That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.*
 - b. *That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.*
 - c. *That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.*
 - d. *The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.*
 - ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area is an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "South Marshall Urban Renewal Plan for the South Marshall Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Boone County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 3rd day of September, 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"/>
<input type="checkbox"/>

Mayor
City of Boone

Clerk
City of Boone

Veto

Mayor - City of Boone

Date:

Exhibit 1

**SOUTH MARSHALL URBAN RENEWAL
PLAN**

FOR THE

**SOUTH MARSHALL URBAN RENEWAL
AREA**

CITY OF BOONE, IOWA

2024

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- G. PLAN OBJECTIVES
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- I. ELIGIBLE URBAN RENEWAL PROJECT(S)
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- K. URBAN RENEWAL FINANCING
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- O. URBAN RENEWAL PLAN AMENDMENTS
- P. EFFECTIVE PERIOD
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- R. SEVERABILITY CLAUSE

EXHIBITS

- A. LEGAL DESCRIPTION OF AREA
- B. URBAN RENEWAL AREA MAP

**South Marshall Urban Renewal Plan
City of Boone, Iowa**

A. INTRODUCTION

This South Marshall Urban Renewal Plan (“Plan” or “Urban Renewal Plan”) for the South Marshall Urban Renewal Area (“Area” or “Urban Renewal Area”) has been developed to help local officials promote economic development in the City of Boone (the “City”). The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new commercial development and housing and residential development as defined in Iowa Code Section 403.17(12).

In order to achieve this objective, the City intends to undertake Urban Renewal activities pursuant to the powers granted to it under Chapter 403 and Chapter 15A of the Code of Iowa, as amended.

B. DESCRIPTION OF THE URBAN RENEWAL AREA

The South Marshall Urban Renewal Area is described in Exhibit A and illustrated in Exhibit B.

The property included in the Urban Renewal Area has never previously been subject to the division of revenue under Iowa Code 403.19 as a residential project.

The City reserves the right to modify the boundaries of the Area at some future date.

C. AREA DESIGNATION

With the adoption of this Plan, the City of Boone designates this Urban Renewal Area as an economic development area that is appropriate for commercial development and the provision of public improvements related to housing and residential development.

D. BASE VALUE

If the Area is legally established, a Tax Increment Financing (TIF) Ordinance is adopted, and debt is certified prior to December 1, 2026, the taxable valuation within the area included in the TIF Ordinance as of January 1, 2025, will be considered the frozen “base valuation.” If debt is not certified until a later date or if a TIF ordinance is not adopted until later, the “base value” for such ordinance will be a different year.

E. DEVELOPMENT PLAN/ZONING

The City has a general plan for the physical development of the City as a whole outlined in the City of Boone’s Comprehensive Plan dated January 15, 2007. The goals and objectives of this Urban Renewal Plan, including the urban renewal projects, are in conformity with the City’s Comprehensive Plan.

The Urban Renewal Area is currently zoned C-3. This Urban Renewal Plan does not in any way replace or modify the City’s current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area is set forth in this Plan, as amended.

F. RESIDENTIAL DEVELOPMENT

One of the City’s objectives in the Area is to promote a new housing and residential development project. When a City utilizes tax increment financing to support residential development, a percentage of the incremental revenues (or other revenues) generated by the project (not to exceed the project costs which are limited to reimbursement of “public improvement” costs as defined by Iowa law) must be used to provide assistance to LMI families. LMI families are those whose incomes do not exceed 80% of the median Boone County income.

Unless a reduction is approved by the Iowa Economic Development Authority, the percent of incremental revenues used to provide LMI assistance must be at least equal to the percentage of LMI families living in Boone County. That percentage is currently 33.3%.

The requirement to provide assistance for LMI housing may be met by one, or a combination, of the following options:

- Providing that at least 33.3% of the units constructed in the Area are occupied by residents and/or families whose incomes are at or below 80% of the median county income;
- Setting aside 33% of the project costs for LMI housing activities anywhere in the City; or
- Ensuring that 33% of the houses constructed within the Area are priced at amounts affordable to LMI families.
- A combination of the above.

If funds are set aside, as opposed to constructing a sufficient percentage of LMI housing in the Area, the assistance for low and moderate income family housing may be provided anywhere within the City. The type of assistance provided must benefit LMI residents and/or families and may include, but is not limited to:

1. Construction of LMI affordable housing.
2. Owner/renter-occupied housing rehabilitation for LMI residents and/or families.
3. Grants, credits or other direct assistance for LMI residents and/or families.
4. Homeownership assistance for LMI residents and/or families.
5. Tenant-based rental assistance for LMI residents and/or families.
6. Down-payment assistance for LMI residents and/or families.
7. Mortgage interest buy-down assistance for LMI residents and/or families.
8. Under appropriate circumstances, the construction of public improvements that benefit LMI residents and/or families.

G. PLAN OBJECTIVES

Renewal activities are designed to provide opportunities, incentives, and sites for new residential and commercial development within the area and to provide housing assistance to LMI families.

More specific objectives for the development, redevelopment and/or rehabilitation within the Area are as follows:

1. To increase the availability of housing opportunities, which may in turn attract and retain local industries and commercial enterprises that will strengthen and revitalize the economy of the State of Iowa and the City.
2. To stimulate, through public action and commitment, private investment in new housing and residential development and commercial development.
3. To plan for and provide sufficient land for residential development in a manner that is efficient from the standpoint of providing municipal services.
4. To help finance the cost of constructing street, water, sanitary sewer, storm water drainage, gas and electric utilities, street lighting, and other public improvements in support of new housing and commercial development.
5. To provide a more marketable and attractive investment climate.

6. To improve the housing conditions and housing opportunities, particularly for LMI income families and/or individuals.

H. TYPES OF RENEWAL ACTIVITIES

To meet the objectives of this Urban Renewal Plan and to encourage orderly development of the area, the City intends to utilize the powers conferred under Chapter 403 and Chapter 15A, Code of Iowa. Activities may include new, rehabilitated, converted, or expanded residential uses within the Area.

General development activities in the Area may include:

1. To undertake and carry out urban renewal projects through the execution of contracts and other instruments.
2. To arrange for or cause to be provided the construction of infrastructure, including streets, water mains, sanitary sewer, storm water drainage, gas and electric utilities, street lighting, or other public improvements in connection with urban renewal projects.
3. To finance programs that will directly benefit housing conditions and promote the availability of housing in the community.
4. To make loans, grants or rebates to developers to construct public infrastructure on such terms as may be determined by the City Council.
5. To borrow money and to provide security therefor.
6. To make or have made surveys and plans necessary for the implementation of the urban renewal program or specific urban renewal projects.
7. To use tax increment financing for a number of objectives, including, but not limited to, achieving a more marketable and competitive land offering price and providing for necessary physical improvements and infrastructure.
8. To use tax increment for LMI housing assistance.
9. To acquire or dispose of property.
10. To use any or all other powers granted by the Urban Renewal Act to develop and provide for improved economic conditions for the City and the State of Iowa.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

I. ELIGIBLE URBAN RENEWAL PROJECT(S)

Although certain project activities may occur over a period of years, the eligible urban renewal projects under this Urban Renewal Plan include:

1. Rebates to Support Infrastructure Improvements in Residential Development:

A. *Development Agreement for Residential Project with Hunziker Development Group, LLC*: The City expects to enter into a development agreement providing incentives to Hunziker Development Group, LLC (or a related entity) (“Developer”) for the construction of public improvements in the development of an anticipated residential development. Specifically, Developer will complete water, sanitary sewer, storm sewer, and street (including curb and gutter) improvements to serve the residential development and to be dedicated to the City upon completion (“Public Improvements”). The construction costs for the Public Improvements is estimated at \$2,277,113. The development is anticipated to include approximately 46 housing

units. Under the proposal, some of the incremental property tax generated by the housing units (pursuant to the *Code of Iowa* Section 403.19) would be rebated to the developer over a ten (10) year period upon substantiation of costs incurred by the developer in constructing the Public Improvements. These rebates will not be general obligations of the City but will be payable solely from incremental property taxes generated by the housing units and subject to annual appropriation.

Unless LMI housing is constructed in this subdivision, the City will set aside an amount equal to 33.3% of the incentives provided to the Developer from the incremental taxes generated by the residential housing units and use those funds to support LMI housing anywhere in the community.

The City believes that assistance to stimulate residential housing in this Area will promote economic development by providing needed housing opportunities for employees of area businesses, their families, and new or existing residents.

B. Development Agreement for Commercial Project with Hunziker Development Group, LLC: The City expects to enter into a development agreement providing incentives to Hunziker Development Group, LLC (or a related entity) (“Developer”) for the construction of commercial improvements in the Area. Specifically, Developer will complete two commercial buildings to be leased to commercial businesses that will employ employees therein. Under the proposal, some of the incremental property tax generated by the commercial buildings (pursuant to the *Code of Iowa* Section 403.19) would be rebated to the developer over a ten (10) year period. These rebates will not be general obligations of the City but will be payable solely from incremental property taxes generated by the commercial buildings and subject to annual appropriation.

C. Total Costs. Unless some other amount is determined by the City, the incentives provided for the residential and commercial projects outlined above are not expected to exceed, in the aggregate, the lesser of:

- Fifty percent (50%) of the Developer’s certified and approved costs of Public Improvements; or
- \$1,139,000.

2. Planning, engineering fees (for urban renewal plans), attorney fees, other related costs to support the urban renewal project and planning:

Project	Date	Estimated Cost
Fees and costs	Undetermined	Not to Exceed \$50,000

J. FINANCIAL INFORMATION

1.	Constitutional debt limit:	\$53,029,393
2.	Current outstanding general obligation debt:	\$2,357,680
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Eligible Urban Renewal Project(s), as identified in this Plan, has not yet been determined. This document is for planning purposes. The estimated project costs in this Plan are estimates only and will be incurred and spent over a number of years. In no event will the City's constitutional debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City’s best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Eligible Urban Renewal Project(s) as described above will be approximately as indicated in the next column:	\$1,189,000, plus any LMI set-aside

K. URBAN RENEWAL FINANCING

The City intends to utilize various financing tools such as those described below to successfully undertake the proposed urban renewal actions. The City has the statutory authority to use a variety of tools to finance physical improvements within the Areas. These include:

A. Tax Increment Financing

Under Section 403.19 of the Iowa Code, urban renewal areas may utilize the tax increment financing mechanism to finance the costs of public improvements associated with redevelopment projects. Upon creation of a tax increment district within the Area, by ordinance, the assessment base is frozen and the amount of tax revenue available from taxes paid on the difference between the frozen base and the increased value, if any, is segregated into a separate fund for the use by the City to pay costs of the eligible urban renewal projects. The increased taxes generated by any new development, above the base value, are distributed to the taxing entities, if not requested by the City.

B. General Obligation Bonds

Under Division III of Chapter 384 and Chapter 403 of the Iowa Code, the City has the authority to issue and sell general obligation bonds for specified essential and general corporate purposes, including the acquisition and construction of certain public improvements within the Area. Such bonds are payable from the levy of unlimited ad valorem taxes on all the taxable property within the City. It may be the City will elect to abate some or all of the debt service on these bonds with incremental taxes from this Area.

The City may also determine to use tax increment financing to provide incentives such as cash grants, loans, tax rebates or other incentives to developers in connection with the residential development. In addition, the City may determine to issue general obligation bonds, tax increment revenue bonds or such other obligations, or loan agreements for the purpose of constructing public infrastructure related to housing. Alternatively, the City may determine to use available funds for making such loans or grants. In any event, the City may determine to use tax increment financing to reimburse the City for any obligations or advances.

Nothing herein shall be construed as a limitation on the power of the City to exercise any lawful power granted to the City under Chapter 15, Chapter 15A, Chapter 403, Chapter 427B, or any other provision of the Code of Iowa in furtherance of the objectives of this Urban Renewal Plan.

L. PROPERTY ACQUISITION/DISPOSITION

If property acquisition/disposition by the City becomes necessary to accomplish the objectives of the Plan, such acquisition/disposition will be carried out, without limitation, in accordance with the Iowa Code.

M. RELOCATION

The City does not expect there to be any relocation required as part of the eligible urban renewal projects; however, if any relocation is necessary, the City will follow all applicable relocation requirements.

N. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform to state and local laws will be complied with by the City and the developer in implementing this Urban Renewal Plan and its supporting documents.

O. URBAN RENEWAL PLAN AMENDMENTS

This Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects or to amend property acquisition and disposition provisions. The City Council may amend this Plan in accordance with applicable state law.

P. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the City Council and will remain in effect as a Plan until it is repealed by the City Council.

With respect to the residential project, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, is limited to ten (10) years beginning with the second fiscal year following the year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF Ordinance of the Urban Renewal Area. With respect to the commercial project, the use of incremental property tax revenues or the “division of revenue,” as those words are used in Chapter 403 of the Code of Iowa, is limited to twenty (20) years from the calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness, or bonds which qualify for payment from the incremental property tax revenues attributable to that property within a TIF Ordinance of the Urban Renewal Area.

The division of revenues shall continue on the Urban Renewal Area, for the maximum period allowed by law.

At all times, the use of tax increment financing revenues (including the amount of loans, advances, indebtedness or bonds which qualify for payment from the division of revenue provided in Section 403.19 of the Code of Iowa) by the City for activities carried out under the Urban Renewal Area shall be limited as deemed appropriate by the City Council and consistent with all applicable provisions of law.

Q. PROPERTY WITHIN URBAN REVITALIZATION AREA

The Urban Renewal Area is, or at some future date may be, located within an urban *revitalization* area. No tax abatement incentives in connection with the urban revitalization area will be allowed for development that occurs in the Urban Renewal Area unless expressly authorized by the City Council.

R. SEVERABILITY CLAUSE

If any part of the Plan is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the previously adopted Plan as a whole, or any part of the Plan not determined to be invalid or unconstitutional.

EXHIBIT A

LEGAL DESCRIPTION OF AREA

The South Marshall Urban Renewal Area is described as follows:

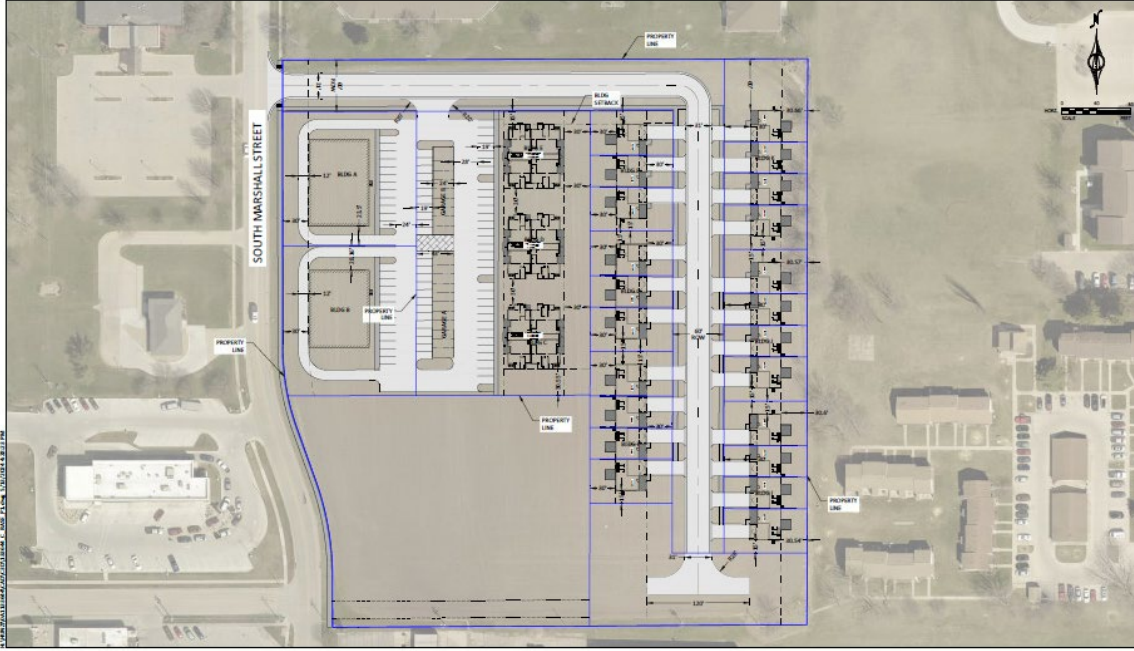
Southeast quarter ($\frac{1}{4}$) of Northeast quarter ($\frac{1}{4}$) of Section thirty-three (33), Township eighty-four (84) North, Range twenty-six (26), West of the 5th P .M., in the City of Boone, Boone County, Iowa, except East three (3) rods; also except Herrald's First addition to Boone, Iowa; also except Parcel A of Southeast quarter ($\frac{1}{4}$) of Northeast quarter ($\frac{1}{4}$) of said Section thirty-three (33), as shown on Plat of Survey recorded in Plat Book 17, Page 302, in the office of the Recorder of Boone County, Iowa.

EXHIBIT B

SOUTH MARSHALL URBAN RENEWAL AREA MAP

S MARSHALL DEVELOPMENT
HUNZIKER

OVERALL LAYOUT
MAY 2024



AGREEMENT FOR PRIVATE DEVELOPMENT
OF A
RESIDENTIAL PROJECT

By and Between

THE CITY OF BOONE, IOWA

AND

PRAIRIE PLACE LLC

_____, 2024

AGREEMENT FOR
PRIVATE DEVELOPMENT
OF A
RESIDENTIAL PROJECT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT OF A RESIDENTIAL PROJECT (“Agreement”), is made on or as of the ____ day of _____, 2024 (“Effective Date”), by and between the CITY OF BOONE, IOWA, a municipality (“City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (“Urban Renewal Act”), and PRAIRIE PLACE LLC, an Iowa limited liability company having offices for the transaction of business at 105 16th Street, Ames, IA 50010 (“Developer”). The City and Developer are Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for economic development in a residential area in the City and, in this connection, adopted the South Marshall Urban Renewal Plan (the “Urban Renewal Plan”) for purposes of carrying out urban renewal project activities in an area known as the South Marshall Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, a copy of the foregoing Urban Renewal Plan has been or will be recorded among the land records in the office of the Recorder of Boone County, Iowa; and

WHEREAS, the Developer owns certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, the Developer is willing to cause certain Minimum Improvements to be constructed on the Development Property in the Urban Renewal Area, including Housing Units and Public Improvements (each as defined herein); and

WHEREAS, Developer and the City are willing to execute a Commercial Agreement (as defined herein) related to the construction of certain Commercial Improvements (defined herein) on the Development Property, all as set forth in said Commercial Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement, are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended, or supplemented.

Area or Urban Renewal Area means the area known as the South Marshall Urban Renewal Area.

City means the City of Boone, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2023, as amended.

Commencement Date means the date of this Agreement, which shall be the date the last Party signs the Agreement.

Commercial Improvements shall mean the construction of two commercial buildings, together with all related site improvements, on the Development Property, as described in the Commercial Agreement.

County means the County of Boone, Iowa.

Developer means Prairie Place LLC and its permitted successors and assigns.

Development Property means that portion of the Urban Renewal Area described in Exhibit A hereto.

Economic Development Grants mean the payments of Tax Increment to be made by the City to the Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Homebuyer means the person or persons who purchases or rents a Housing Unit.

Housing Unit shall mean each residential dwelling unit constructed on the Development Property, as further described in Exhibit B.

Indemnified Parties means the City and the governing body members, officers, agents, servants, and employees thereof.

Minimum Improvements shall mean the construction of forty-seven (47) Housing Units and the Public Improvements on the Development Property.

Mortgage means any mortgage or security agreement in which the Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to the Developer under a policy or policies of insurance required to be provided and maintained by the Developer pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinance of the City under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the South Marshall Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code.

Prairie Place LLC Residential TIF Account means a separate account within the South Marshall Urban Renewal Area Tax Increment Revenue Fund of the City in which there shall be deposited Tax Increments received by the City with respect to the Housing Units.

Project shall mean the construction of the Minimum Improvements on the Development Property, as described in this Agreement.

Public Improvements shall mean the construction or installation of streets (including curbs and gutters), those sidewalks in public right of way adjacent to the streets, sanitary sewer, storm sewer, and water infrastructure to be completed by Developer on the Development Property to allow for the development of the Housing Units under this Agreement, as detailed in Exhibit B attached to this Agreement, which improvements shall be dedicated to the City upon acceptance by the City.

Qualified Costs and Expenses means the costs and expenses incurred by Developer necessary to construct the Public Improvements, including interest during construction and for not more than six months thereafter, costs for acquisition of right of way, easements, landscaping, grading, drainage, paving, underground utility connections for private property located in the streets, engineering, plans and specifications, labor, materials, supplies, equipment use and rental, delivery charges, overhead, mobilization, and legal expenses related to those improvements. To be Qualified Costs and Expenses, they must be incurred by the Developer with respect to those Public Improvements that are dedicated to and accepted by the City.

South Marshall Urban Renewal Area Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

State means the State of Iowa.

Tax Increments means the property tax revenues on the Housing Units (building/improvement value only) divided and made available to the City for deposit in Prairie Place LLC Residential TIF Account of the South Marshall Urban Renewal Area Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code and the Ordinance.

Termination Date means the date this Agreement terminates, as established in Section 11.9 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Plan means the South Marshall Urban Renewal Plan, as may be amended, approved in respect of the South Marshall Urban Renewal Area, described in the preambles hereof.

ARTICLE I-A. PRECONDITION

Section 1-A.1 Precondition to Obligations. As a precondition to either Party's obligations under this Agreement, the Parties shall, contemporaneous with the execution of this Agreement, execute a separate Agreement for Private Development of a Commercial Project related to Developer's construction of the Commercial Improvements on the Development Property ("Commercial Agreement"). If this precondition is not timely satisfied, this Agreement shall automatically terminate with neither party having any further obligation to the other.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and political subdivision organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. The Developer makes the following representations and warranties:

a. Developer is an Iowa limited liability company duly organized and validly existing under the laws of the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by the Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of the Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of the governing documents of the Developer or of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting the Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results or operations of the Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform its obligations under this Agreement.

e. Developer shall cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

g. Developer has not received any notice from any local, State, or federal official that the activities of the Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). The Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and the Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

h. Developer has firm commitments for construction or acquisition and permanent financing in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with this Agreement.

i. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

j. Developer expects that, barring Unavoidable Delays, construction of the Public Improvements shall be complete by June 1, 2025, construction of 23 Housing Units shall be complete by December 31, 2025, and construction of an additional 24 (47 in the aggregate) Housing Units shall be complete by December 31, 2026.

k. The Developer anticipates that the construction costs for the Public Improvements will be approximately \$2,277,113.

l. The Developer would not undertake its obligations under this Agreement without the potential for payment by the City of the Economic Development Grants being made to the Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. The Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with all applicable federal, State, and local laws, ordinances, and regulations, including any City permit and/or building requirements. All work with respect to the Minimum Improvements shall be in conformity with any plans approved and/or permits issued by the building official(s) of the City, which approvals and permits shall be made according to standard City processes for such plans and permits. The Developer agrees that the scope and scale of the Minimum Improvements as constructed shall not be significantly less than the scope and scale as detailed and outlined in this Agreement.

Section 3.2. Commencement and Completion of Construction.

a. Subject to Unavoidable Delays, the Developer shall cause construction of the Public Improvements and Housing Units, respectively, to be undertaken and completed by the dates set forth in Section 2.2(j) or such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays.

b. The Developer agrees that it shall permit designated representatives of the City, upon reasonable notice to the Developer (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

c. Upon notice from the Developer of completion of the Public Improvements, the City shall inspect the Public Improvements, as applicable, and determine whether they have been completed in accordance with this Agreement. If the City finds that the Public Improvements have been duly completed in compliance with this Agreement and all federal, State, and City laws, regulations, ordinances, policies, and procedures; and the City is in receipt of copies of the maintenance bonds required by Section 3.4; the Developer shall dedicate to the City and the City shall accept dedication of the Public Improvements.

Section 3.3. Certification of Qualified Costs and Expenses. The Developer shall certify to the City the amount of all Qualified Costs and Expenses of the Public Improvements dedicated to and accepted by the City, and that such amounts are true and correct. The Developer shall submit the Certification after all the Public Improvements have been completed, dedicated to and accepted by the City, but in no event later than October 1, 2026. See Exhibit D for the form of Certification. Along with the Certification, Developer shall attach invoices for and other documentation showing substantiation of Qualified Costs and Expenses incurred for construction of the Public Improvements. The City's engineer shall review Developer's Certification to verify the submitted costs and expenses as Qualified Costs and Expenses.

Section 3.4. Bonding or Letter of Credit Requirements. Developer shall obtain, or require each of its general contractors to obtain, one or more bonds, letters of credit, or other security satisfactory to the City that guarantee the faithful performance of this Agreement for, in the aggregate, the anticipated full value of the completed Public Improvements and that further guarantee the prompt payment of all materials and labor. The performance bond(s) for a given project of the Public Improvements shall remain in effect until construction of such Improvement is completed, at which time a four-year maintenance bond(s) shall be substituted for each performance bond. The bonds shall clearly specify the Developer and City as joint obligees. The Developer shall also comply with all City requirements for the construction of the Public Improvements.

Section 3.5. No Special Legal Entitlements to Public Improvements. Developer recognizes and agrees, that upon dedication to the City and the City's acceptance thereof, the Public Improvements shall be owned by the City and that nothing in this Agreement grants Developer any special legal entitlements or other rights not held by members of the general public with respect to ownership, sufficiency for any particular purpose, or use of the Public Improvements.

Section 3.6. Construction of Water Detention Pond/Maintenance of Sidewalks. Developer shall complete the construction of water detention pond improvements to serve the Development Property as and to the extent required by City subdivision ordinances or other City requirements, but such improvements shall not be considered part of the Public Improvements and costs associated therewith shall not be Qualified Costs and Expenses. The water detention pond shall be dedicated to the City upon completion, but the Developer shall remain responsible for regular maintenance and upkeep (including regular mowing) of the same unless and until the City and Developer agree to a different arrangement in writing. Developer shall also remain responsible for maintenance of all sidewalks on the Development Property as and to the extent set forth in City code.

ARTICLE IV. TAXES AND PAYMENTS

Section 4.1. Real Property Taxes. Developer or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property acquired and owned by them and pursuant to the provisions of this Agreement. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the Commencement Date and the Termination Date.

Section 4.2. No Abatement. Homebuyers who purchase Housing Units within the Development Property are not eligible for tax abatement under any Urban Revitalization Plan or any other State, federal or local law. Developer shall inform Homebuyers and prospective contractors/builders who purchase lots in the Development Property of this limitation and direct said contractors/builders to share this limitation with any prospective Homebuyer. A provision to such effect contained in any recorded restrictive covenants, deed, or purchase contract shall satisfy this requirement. Alternatively, if no provision to this effect is contained in a recorded document, then Developer shall secure a receipt from all Homebuyers and purchasers of lots that they received such information prior to the sale or lease in the form of Exhibit E. A failure to notify any Homebuyers of the restriction set forth in this provision shall be an Event of Default.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the Project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Housing Units and at all times prior to the Termination Date for any Housing Units owned by Developer, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Housing Units under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Housing Units, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Housing Units (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, the Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Housing Units.

d. Developer agrees to notify the City within 30 days in the case of damage exceeding \$100,000 in amount to, or destruction of, the Housing Units or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Housing Units to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Housing Units, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. COVENANTS OF THE DEVELOPER

Section 6.1. Maintenance of Properties. The Developer will maintain, preserve, and keep its properties (whether owned in fee or a leasehold interest), including but not limited to the Development Property (for so long as it is owned by Developer), in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. The above obligations are subject to the following:

a. Developer's obligation under this Section 6.1 shall cease to apply to those portions of the Development Property that are conveyed to Homebuyers consistent with this Agreement; and

b. Developer's obligation under this Section 6.1 shall cease to apply to those portions of the Development Property that are dedicated to and accepted by the City.

Section 6.2. Maintenance of Records. The Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of the Developer relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and the Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. The Developer will comply with all State, federal, and local laws, rules, and regulations relating to the Minimum Improvements.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, the Developer shall not discriminate against any applicant, employee, Homebuyer, or tenant because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants, employees, Homebuyers, and tenants are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6. LMI Assistance. The City and Developer acknowledge the statutory requirements of Chapter 403, Code of Iowa, specifically with respect to the Low and Moderate Income (LMI) housing assistance. The current applicable percentage for Boone County is 33.3%. The City will set aside a portion of the Tax Increment collected from the Development Property in each year that an Economic Development Grant is made to Developer in order to comply with Iowa Code Section 403.22. The statutory requirements with respect to LMI assistance may be met by the construction of LMI-affordable Housing Units as part of the development under this Agreement, which would decrease the required set aside funds.

ARTICLE VII. ASSIGNMENT AND TRANSFER

Section 7.1. Assignment. As security for the obligations of the Developer under this Agreement, the Developer represents and agrees that, prior to the Termination Date, the Developer will not transfer, convey, or assign its interest in this Agreement to any other party unless (i) the transferee partnership, corporation or individual assumes in writing all of the obligations of the Developer under this Agreement and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally-Assessed Property. During the term of this Agreement, the Developer agrees that no portion of the Development Property or Minimum Improvements shall be transferred or sold to a non-profit entity or used for a purpose that would exempt said portion of the Development Property from property tax liability. Notwithstanding the prior sentence, Developer may convey portions of the Development Property to the City to be used by the City for public infrastructure, or other public purposes. During the term of this Agreement, Developer agrees not to allow any portion of the Development Property or Minimum Improvements to be used as centrally-assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement, to make up to ten (10) consecutive annual payments of Economic Development Grants to the Developer under the following terms and conditions:

a. Schedule of Economic Development Grants. Assuming Developer is in compliance with the terms of this Agreement, including but not limited to by certifying Qualified Costs and Expenses of Public Improvements to the City by October 1, 2026, the City will certify debt to the County by December 1, 2026, and the Economic Development Grants shall commence on June 1, 2028 and end on June 1, 2037.

b. Calculation of Economic Development Grants. The City anticipates using 33.30% of the Tax Increments available under Iowa Code Section 403.19 from property tax revenues paid on the Housing Units (building/improvement value only) in each year in which an Economic Development Grant is made to satisfy the LMI housing assistance requirements of Iowa Code Section 403.22, as further described in Section 6.6. Following the City's setting aside of Tax Increment for LMI housing assistance, each annual Economic Development Grant shall be equal in amount to 100% of the remaining Tax Increments available under Iowa Code Section 403.19 from property tax revenues paid on the Housing Units (building/improvement value) in each fiscal year in which an Economic Development Grant is made and deposited into Prairie Place LLC Residential TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest

that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article. For example, if no Housing Units are sold or rented as LMI-affordable units, the LMI requirements of Chapter 403 require that 33.30% of the Tax Increments collected be placed in a fund for LMI housing and the Developer would receive 100% of the Tax Increments remaining after the LMI set-aside, or 66.70% of the originally collected Tax Increments.

c. Maximum Amount of Economic Development Grants. The aggregate amount of the Economic Development Grants that may be paid to the Developer under this Agreement, in conjunction with any grants received by Developer under the Commercial Agreement, shall not exceed the lesser of: (i) the amount of Tax Increment actually collected as described in this Section 8.1; (ii) \$1,139,000; or (iii) 50% of the aggregate amount of the Qualified Costs and Expenses submitted to the City pursuant to Section 3.3 and approved by the City as a part of Developer's completion of the Public Improvements. It is further agreed and understood that each Economic Development Grant shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Housing Units (building value only) and in no event shall Developer be entitled to receive more than calculated under the formula set forth in Section 8.1, even if the aggregate amount is less than \$1,139,000 or 50% of the aggregate amount of the Qualified Costs and Expenses.

d. Certification of Public Improvement Costs. The Developer acknowledges that under current law, for non-LMI residential urban renewal projects, Tax Increment can only be used in support of the provision of public improvements related to housing and residential development; therefore, the amount of Tax Increment used for the Project cannot exceed the Qualified Costs and Expenses. The obligation of the City to make any Economic Development Grants to the Developer shall be subject to and conditioned upon, among other things, the timely filing by the Developer of the Certification of Qualified Costs and Expenses required under Section 3.3 and the City's approval thereof.

e. Conditions Precedent. Notwithstanding this Section 8.1, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon all of the following:

- i. Developer's dedication of the Public Improvements to the City and the City's acceptance thereof (i.e., Developer's completion of the Public Improvements consistent with this Agreement, including completion by the date set forth in Section 2.2(j) and the provision of the maintenance bonds required by Section 3.4);
- ii. Developer's timely filing of the Certification of the Qualified Costs and Expenses of Public Improvements as set forth in Section 3.3, using Exhibit D;
- iii. Developer completing (evidenced by receipt of a certificate of occupancy) at least twenty-three (23) Housing Units prior to December 31, 2025, and an additional twenty-four (24) Housing Units prior to December 31, 2026; and
- iv. Developer's compliance with the terms of this Agreement and the Commercial Agreement at the time of payment.

Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amounts set forth in Section 8.1(c).

Section 8.2. TIF Ordinance and Annual Appropriation.

a. The City hereby covenants and agrees to maintain the Ordinance with respect to the Development Property in force during the term of this Agreement to the extent allowed by law and to apply the incremental taxes collected in respect of the Housing Units and allocated to Prairie Place LLC Residential TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds.

b. Each Economic Development Grant is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to the Developer if at any time during the term hereof the City fails to appropriate funds, does not receive Tax Increment from the County, or receives an opinion from a court of competent jurisdiction to the effect that the use of Tax Increments resulting from the Minimum Improvements to fund an Economic Development Grant to the Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted. Upon such an event, the City shall promptly forward a notice of the same to the Developer. If the circumstances or legal constraints continue for a period during which two (2) Economic Development Grants would otherwise have been paid to the Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the Developer, by written notice to the Developer.

d. The City makes no representation with respect to the amounts that may finally be paid to the Developer as the Economic Development Grants, and under no circumstances shall the City in any manner be liable to the Developer so long as the City timely applies the Tax Increments actually collected and held in Prairie Place LLC Residential TIF Account (regardless of the amounts thereof) to

the payment of the Economic Development Grants to the Developer, as and to the extent described in this Article.

Section 8.3. Use of Other Tax Increments. Subject to the terms of this Article, the City shall be free to use any and all available Tax Increments in excess of the stated maximum or resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act, including but not limited to recovering the City's costs in establishing the Plan and adopting this Agreement, and the City shall have no obligations to the Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. The Developer releases the Indemnified Parties from, covenants, and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about, or resulting from any defect in, the Development Property, or the Minimum Improvements (but, with respect to the Public Improvements, only until the City accepts said Public Improvements and the maintenance bond has been issued on said Public Improvements).

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by the Developer against the City to enforce its rights under this Agreement), (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Minimum Improvements (but, with respect to the Public Improvements, only until the City accepts said Public Improvements and the maintenance bond has been issued on said Public Improvements), or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants, or employees or any other person who may be about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants, or employees.

d. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. DEFAULT AND REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

a. Failure by the Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions, and limitations of this Agreement;

b. Transfer of any interest in this Agreement in violation of the provisions of this Agreement;

c. Failure by the Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement or the Commercial Agreement;

d. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

e. The Developer shall:

i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

ii. make an assignment for the benefit of its creditors; or

iii. admit in writing its inability to pay its debts generally as they become due; or

iv. be adjudicated bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of the Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against the Developer, and shall not be discharged within ninety (90) days after such appointment, or if the Developer shall consent to or acquiesce in such appointment; or

f. Any representation or warranty made by the Developer in this Agreement, or made by the Developer in any written statement or certification furnished by the Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after (except in the case of an Event of Default under subsections 10.1(d-f) which do not require a notice and cure period) the giving of thirty (30) days' written notice by the City to the Developer and the holder of a Mortgage (but only to the extent the City has been informed in writing of the existence of a Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement;

b. The City may terminate this Agreement; and

c. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer, as the case may be, under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. The Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Developer, is addressed or delivered personally to Prairie Place LLC at 105 16th Street, Ames, IA 50010; Attn: Charles Winkleblack, Manager; and
- b. In the case of the City, is addressed to or delivered personally to the City at 923 8th Street, Boone, Iowa 50036, Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for the costs of recording.

Section 11.4. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.6. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.7. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement between the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.8. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 11.9. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31 of the year in which the final Economic Development Grant is paid, unless the Agreement is terminated earlier by the other terms of this Agreement.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, homebuyer, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, the Developer has caused this Agreement to be duly executed in its name and behalf all on or as of the day first above written.

[Remainder of this page intentionally left blank. Signature pages to follow.]

(SEAL)

CITY OF BOONE, IOWA

By: _____
Elijah Stines, Mayor

ATTEST:

By: _____
Ondrea Elmquist, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BOONE)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Elijah Stines and Ondrea Elmquist, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Boone, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Boone, Iowa]

PRAIRIE PLACE LLC,
an Iowa limited liability company

By: _____
Charles Winkleblack, Manager

STATE OF IOWA)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 2024 by Charles Winkleblack as the Manager of Prairie Place LLC.

Notary Public in and for said state

My commission expires: _____

[Signature page to Agreement for Private Development – Prairie Place LLC]

EXHIBIT A

DEVELOPMENT PROPERTY

The Development Property is described as consisting of all that certain parcel or parcels of land located in the City of Boone, Boone County, State of Iowa, more particularly described as follows:

Southeast quarter (¼) of Northeast quarter (¼) of Section thirty-three (33), Township eighty-four (84) North, Range twenty-six (26), West of the 5th P.M., in the City of Boone, Boone County, Iowa, except East three (3) rods; also except Herrald's First addition to Boone, Iowa; also except Parcel A of Southeast quarter (¼) of Northeast quarter (¼) of said Section thirty-three (33), as shown on Plat of Survey recorded in Plat Book 17, Page 302, in the office of the Recorder of Boone County, Iowa.

EXHIBIT B

HOUSING UNITS AND PUBLIC IMPROVEMENTS

The Housing Units shall consist of constructing 3 apartment buildings, each including no fewer than 8 multi-family Housing Units, as well as 23 single-family Housing Units, and related site improvements, to be constructed by Developer on the Development Property, consistent with approved plats and plans, the Urban Renewal Plan, and the terms of the Agreement, including this Exhibit B and the diagrams in Exhibit B-1.

The Public Improvements include the construction and/or installation of streets (including curbs and gutters), those sidewalks in public right of way adjacent to the streets, sanitary sewer, storm water, and water infrastructure to be completed by Developer on the Development Property as depicted in Exhibit B-1 to allow for development of the Housing Units under this Agreement and dedicated to the City upon completion by Developer and acceptance by the City. The Public Improvements shall be completed by June 1, 2025 and are expected to require an investment of at least \$2,277,113 by the Developer.

EXHIBIT B-1

SITE PLAN

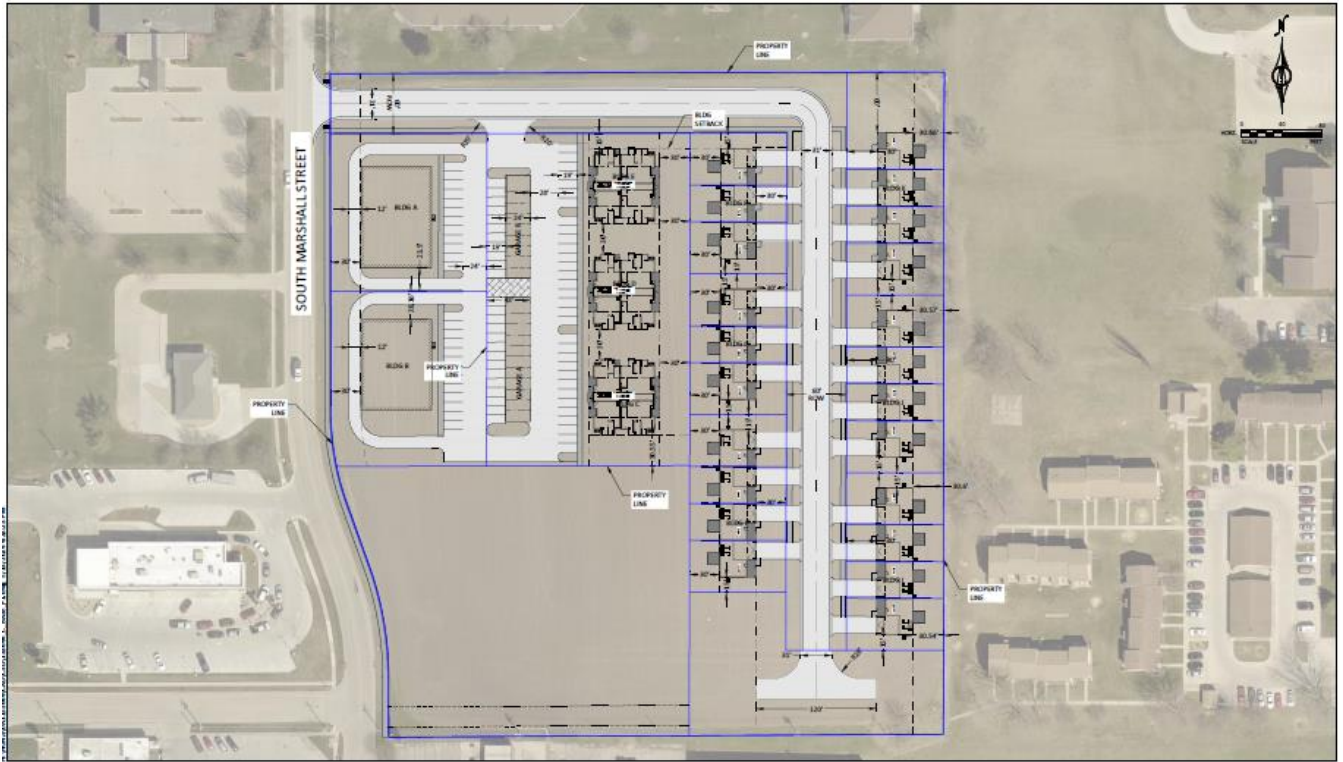


EXHIBIT C

MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Boone, Iowa (the “City”) and Prairie Place LLC, an Iowa limited liability company (the “Developer”), did on or about the ____ day of _____, 2024, make, execute, and deliver an Agreement for Private Development (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

Southeast quarter (¼) of Northeast quarter (¼) of Section thirty-three (33), Township eighty-four (84) North, Range twenty-six (26), West of the 5th P.M., in the City of Boone, Boone County, Iowa, except East three (3) rods; also except Herrald's First addition to Boone, Iowa; also except Parcel A of Southeast quarter (¼) of Northeast quarter (¼) of said Section thirty-three (33), as shown on Plat of Survey recorded in Plat Book 17, Page 302, in the office of the Recorder of Boone County, Iowa.

(the “Development Property”); and

WHEREAS, the term of this Agreement shall commence on the ____ day of _____, 2024 and terminate on the Termination Date, as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development

and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, City Hall, Boone, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development as of the ____ day of _____, 2024.

[Rest of page intentionally left blank; Signature pages to follow]

(SEAL)

CITY OF BOONE, IOWA

By: _____
Elijah Stines, Mayor

ATTEST:

By: _____
Ondrea Elmquist, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BOONE)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Elijah Stines and Ondrea Elmquist, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Boone, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for Private Development – City of Boone, Iowa]

PRAIRIE PLACE LLC,
an Iowa limited liability company

By: _____
Charles Winkleblack, Manager

STATE OF IOWA)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 2024 by Charles Winkleblack as the Manager of Prairie Place LLC.

Notary Public in and for said state

My commission expires: _____

*[Signature page to Memorandum of Agreement for Private Development –
Prairie Place LLC]*

EXHIBIT D

DEVELOPER CERTIFICATION OF COSTS OF PUBLIC IMPROVEMENTS DEDICATED TO AND ACCEPTED BY THE CITY

The Prairie Place LLC (the “Developer”) certifies that the expenses shown on the table below were/are the actual expenses incurred by the Developer for the Public Improvements dedicated to and accepted by the City which were constructed to facilitate the development of Housing Units that are the subject of a Development Agreement entered into the ____ day of _____, 2024 between the City of Boone, Iowa and the Developer (the “Agreement”).

Qualified Costs of Those Public Improvements Dedicated to and Accepted by the City							
Project Cost Category	Engineering, Plans, Specifications	Construction Costs	Legal Costs	Drainage, Landscaping, Grading	Cost for acquisition of land within the ROW	Interest during construction and for not more than six months thereafter	Miscellaneous
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
Invoice description and cost							
Total Cost per category							

If you need additional space please attach another table.

Attach actual receipts and invoices

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

PRAIRIE PLACE LLC

By: _____

Its: _____

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared _____ to me personally known, who, being by me duly sworn, did say that s/he is _____ of Prairie Place LLC, and that said instrument was signed on behalf of said limited liability company; and that the said _____ as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him/her voluntarily executed.

Notary Public in and for the State of Iowa

EXHIBIT E

RECEIPT OF HOMEBUYER REGARDING NON-ELIGIBILITY FOR TAX ABATEMENT

To:

By signing this form, you (the Homebuyer) acknowledge receipt of this document, which informs you that as a homeowner purchasing the below-described property, you will not be eligible for tax abatement under any urban revitalization plan of the City of Boone, or any other state, federal, or local law.

[legal description, property address]

Signature: _____

Print Name: _____

Date: _____

Address: _____

02369534\10236-143

AGREEMENT FOR PRIVATE DEVELOPMENT
OF A
COMMERCIAL PROJECT

By and between

CITY OF BOONE, IOWA

AND

PRAIRIE PLACE LLC

_____, 2024

AGREEMENT
FOR
PRIVATE DEVELOPMENT
OF A
COMMERCIAL PROJECT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT OF A COMMERCIAL PROJECT (“Agreement”), is made on or as of the ____ day of _____, 2024, by and between the CITY OF BOONE, IOWA, a municipality (the “City”), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2023, as amended (“Urban Renewal Act”), and PRAIRIE PLACE LLC, an Iowa limited liability company having offices for the transaction of business at 105 16th Street, Ames, IA 50010 (“Developer”). The City and Developer are Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for economic development in the City and, in this connection has adopted the South Marshall Urban Renewal Plan (the “Urban Renewal Plan”) for purposes of carrying out urban renewal project activities in an area known as the South Marshall Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, a copy of the foregoing Urban Renewal Plan has been or will be recorded among the land records in the office of the Recorder of Boone County, Iowa; and

WHEREAS, Developer owns certain real property located in the foregoing Urban Renewal Area as more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, Developer is willing to cause Commercial Improvements (defined herein) to be constructed on the Development Property and Developer will thereafter cause the same to be operated in accordance with this Agreement; and

WHEREAS, Developer and the City are willing to execute a Residential Agreement (as defined herein) related to the construction of certain Public Improvements (defined herein) and residential housing units on the Development Property, all as set forth in said Residential Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area means the area known as the South Marshall Urban Renewal Area.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit C and hereby made a part of this Agreement.

City means the City of Boone, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2023, as amended.

Commencement Date means the date of this Agreement, which shall be the date the last Party signs the Agreement.

Commercial Improvements shall mean the construction of two commercial buildings, together with all related site improvements, on the Development Property, as further outlined in Exhibit B-1 and depicted in Exhibit B-2 as BLDG A and BLDG B.

Construction Plans means the plans, specifications, drawings, and related documents reflecting the construction work to be performed by the Developer under this Agreement; the Construction Plans shall be as detailed as the plans, specifications, drawings, and related documents which are submitted to the building inspector of the City as required by applicable City codes.

County means the County of Boone, Iowa.

Developer means Prairie Place LLC, and its permitted successors and assigns.

Development Property means that portion of the Urban Renewal Area described in Exhibit A hereto.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

Event of Default means any of the events described in Section 10.1 of this Agreement that have continued beyond applicable notice and cure periods.

Indemnified Parties means the City and the governing body members, officers, agents, servants, and employees thereof.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means an Ordinance of the City, under which the taxes levied on taxable property in the Urban Renewal Area shall be divided and a portion paid into the South Marshall Urban Renewal Tax Increment Revenue Fund under the provisions of Iowa Code section 403.19.

Prairie Place LLC Commercial TIF Account means a separate account within the South Marshall Urban Renewal Tax Increment Revenue Fund of the City in which Tax Increments received by the City with respect to the Commercial Improvements shall be deposited.

Project means the construction and operation of the Commercial Improvements as described in this Agreement.

Public Improvement Costs means the costs and expenses related to the design and construction of the Public Improvements, and landscaping, grading, drainage, engineering, plans, and specifications related to those improvements, as more particularly described in the Residential Agreement.

Public Improvements shall mean the construction or installation of streets (including curbs and gutters), those sidewalks in public right of way adjacent to the streets, sanitary sewer, storm sewer, and water infrastructure to be completed by Developer on the Development Property pursuant to the Residential Agreement, which improvements shall be dedicated to the City upon acceptance by the City.

South Marshall Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund will be created in order to pay the principal of and interest on loans, monies advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Urban Renewal Plan for the Urban Renewal Area.

State means the State of Iowa.

Tax Increments means the property tax revenues with respect to the Commercial Improvements (building value only) divided and made available to the City for deposit in the

Prairie Place LLC Commercial TIF Account of the South Marshall Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City with respect to the City's obligations).

Urban Renewal Plan means the South Marshall Urban Renewal Plan, as may be amended, approved with respect to the South Marshall Urban Renewal Area, described in the preambles hereof.

ARTICLE I-A. PRECONDITION

Section 1-A.1 Precondition to Obligations. As a precondition to either Party's obligations under this Agreement, the Parties shall, contemporaneous with the execution of this Agreement, execute a separate Agreement for Private Development of a Residential Project related to Developer's construction of the Public Improvements and residential housing units on the Development Property ("Residential Agreement"). If this precondition is not timely satisfied, this Agreement shall automatically terminate with neither party having any further obligation to the other.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which the City is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and

obligations of the City only, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. The Developer is an Iowa limited liability company, duly organized and validly existing under the laws of the State of Iowa and it has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

d. There are no actions, suits, or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

e. Developer shall cause the Commercial Improvements to be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

f. Developer will use its best efforts to obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Commercial Improvements and Public Improvements may be lawfully constructed.

g. The construction of the Commercial Improvements will require a total investment of not less than \$2,600,000.

h. Developer expects that, barring Unavoidable Delays, the Commercial Improvements will be completed by December 31, 2026.

i. Developer has not received any notice from any local, State, or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

j. Developer has firm commitments for construction or acquisition and permanent financing in an amount sufficient, together with equity commitments, to successfully complete the Commercial Improvements in accordance with the terms of this Agreement.

k. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction and operation of the Commercial Improvements.

l. Developer would not undertake its obligations under this Agreement without the payment of the Economic Development Grants being made to Developer by the City pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF COMMERCIAL IMPROVEMENTS

Section 3.1. Construction of Commercial Improvements. Developer agrees that it will cause the Commercial Improvements to be constructed in conformance with the Construction Plans submitted to the City in accordance with Section 3.2 below. Developer agrees that the scope and scale of the Commercial Improvements to be constructed shall not be significantly less than the scope and scale as detailed and outlined in the Construction Plans, the construction of which is anticipated to require a total investment of not less than \$2,600,000.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be developed for the Commercial Improvements, which shall be subject to approval by the City as provided in this Section 3.2, and which approval shall not be unreasonably withheld, conditioned, or delayed. The Construction Plans shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable federal, State, and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State, and local laws, ordinances, rules, and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Commercial Improvements; and (v) no Event of Default under the terms of this Agreement has occurred and is continuing beyond applicable notice and cure periods; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to

constitute approval or waiver by the City with respect to any building, fire, zoning, or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property shall be adequate to serve as the Construction Plans for the Commercial Improvements, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances, and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose nor subject the City to any liability for the Commercial Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Commercial Improvements to be undertaken and completed: (i) by no later than December 31, 2026; or (ii) by such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Commercial Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that they shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Commercial Improvements to inspect such construction and the progress thereof, subject to Developer's rules and regulations for the construction site.

Section 3.4. Certificate of Completion for Commercial Improvements.

a. Within fifteen (15) business days after written request by Developer and after issuance of an occupancy permit for the Commercial Improvements, the City shall furnish Developer with a Certificate of Completion for the Commercial Improvements in recordable form, in substantially the form set forth in Exhibit C attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Commercial Improvements.

b. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.4, the City shall, within such fifteen (15) business day period, instead provide a written statement indicating in what respects Developer has failed to complete the Commercial Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be

necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

c. The Certificate of Completion may be recorded in the Boone County Recorder's Office at Developer's sole expense.

ARTICLE IV. PROPERTY TAXES

Section 4.1. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property and Commercial Improvements. Until Developer's obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer and shall be solely responsible for all assessments and taxes.

Developer and its permitted successors and assigns agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Commercial Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will not seek any tax exemption, deferral, or abatement either presently or prospectively authorized under any State, federal, or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer will provide and maintain or cause to be maintained at all times during the process of constructing the Commercial Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to the full replacement cost of the Commercial Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss

arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, or either entity's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Commercial Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Commercial Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Commercial Improvements, but any such policy may have a deductible amount of not more than \$50,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Commercial Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount for each occurrence and for each year of \$1,000,000.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a

provision that the insurer shall not cancel it without giving written notice to Developer and the City at least thirty (30) days (ten (10) days in the case of non-payment of premium) before the cancellation becomes effective. Within ten (10) days of being notified of any modification to the policy by the insurer that would cause a party's coverage to be less than the minimum requirements as set forth in this Agreement, the Developer will provide written notice to the City of the modification. Within fifteen (15) days after the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Commercial Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Commercial Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Commercial Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Commercial Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer will maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Development Property and the Commercial Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to their business and affairs relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. The parties will comply with all State, federal, and local laws, rules and regulations relating to this Agreement, Development Property, Commercial Improvements, and the Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Project, Developer shall not discriminate against any applicant for employment or tenancy, employee, or tenant because of age, color, creed, disability, gender identity, national origin, race, religion, marital status, sex, sexual orientation, familial status, or veteran status. Developer shall ensure that such applicants, employees, and tenants are considered and are treated without regard to their age, color, creed, disability, gender identity, national origin, race, religion, marital status, sex, sexual orientation, familial status, or veteran status.

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information reasonably requested by City that are related to this Agreement so that City can determine compliance with the Agreement.

Section 6.6. Employment. Developer agrees that the Commercial Improvements are expected to create usable commercial space for business tenants. Developer agrees to use commercially reasonable efforts to lease the Commercial Improvements to tenants that create and retain employment in the community. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7. Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Commercial Improvements have been paid for the prior fiscal year and any taxes due and payable for the current fiscal year as of the date of certification; (ii) the date and amount of the first full assessment of the Commercial Improvements and its current assessment; (iii) the name and business address of any commercial tenant(s) of the Commercial Improvements employing employees therein; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof, and certificate shall be provided not later than October 15 of each year, commencing October 15, 2027 and ending on October 15, 2037, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

If Developer has failed to provide an annual certification by October 15 in a particular year, the same shall be considered an Event of Default, for which the City will send written notice to Developer for cure.

Section 6.8. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Commercial Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Commercial Improvements shall be completed generally

within the time limits set forth herein; (b) the Commercial Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Commercial Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Commercial Improvements shall be paid when due.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property or Commercial Improvements from property tax liability, except with respect to the transfer of any portion of the Development Property to the City for purposes of constructing or maintaining the Public Improvements. Nor can the Development Property or Commercial Improvements be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to the Developer being and remaining in compliance with this Agreement at the time of each payment, to make up to ten (10) consecutive annual payments of Economic Development Grants to the Developer under the following terms and conditions.

a. Assuming Developer is in compliance with the terms of this Agreement at the time, the City will certify debt to the County by December 1, 2026, and the Economic Development Grants shall commence on June 1, 2028, and end on June 1, 2037, under the following schedule:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2028	100% of Tax Increments for the Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for the Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for the Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for the Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for the Fiscal Year 31-32
June 1, 2033	100% of Tax Increments for the Fiscal Year 32-33
June 1, 2034	100% of Tax Increments for the Fiscal Year 33-34
June 1, 2035	100% of Tax Increments for the Fiscal Year 34-35
June 1, 2036	100% of Tax Increments for the Fiscal Year 35-36
June 1, 2037	100% of Tax Increments for the Fiscal Year 36-37

i. Maximum Amount of Grants. Notwithstanding the foregoing, in no event shall the aggregate amount of the Economic Development Grants received by Developer under this Agreement, when considered in conjunction with any grants received by Developer under the Residential Agreement, 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.

ii. Limitations. Developer acknowledges that payment shall come solely and only from incremental taxes received by the City under Iowa Code Section 403.19 from levies upon the Commercial Improvements (building value only). The City makes no assurance that the Developer will receive Economic Development Grants which equal the Maximum stated in Section 8.1(a)(i).

Section 8.2. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- a. compliance with the terms of this Agreement and the Residential Agreement by Developer at the time of payment; and
- b. Developer’s timely completion of the Commercial Improvements consistent with this Agreement; and
- c. Developer’s timely completion of the Public Improvements, dedication of the Public Improvements to the City, and submission of the Public Improvement Costs to the City, all in conformance with the Residential Agreement; and
- d. Developer’s timely filing of the Annual Certifications and supporting information described in Section 6.7.

Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies

with the provisions hereof and the Developer becomes entitled thereto, up to the maximum aggregate amounts set forth in Section 8.1(a)(i).

Section 8.3. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts of Tax Increments derived from the Commercial Improvements that are received by the City from Boone County and are deposited and held in the Prairie Place LLC Commercial TIF Account of the South Marshall Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to use Tax Increments collected and allocated to the Prairie Place LLC Commercial TIF Account of the South Marshall Urban Renewal Tax Increment Revenue Fund of the City to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under Chapter 441.21A of the Code shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under Chapter 426C of the Code relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council of the City (the "City Council"). The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, does not receive Tax Increment from the County, or receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Commercial Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or is not an otherwise appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof. Upon any such

circumstance, the City shall promptly forward notice of the same to Developer. If the circumstance continues for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.4. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer under this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the Indemnified Parties from, covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Commercial Improvements or Development Property.

b. Except to the extent arising from any willful misrepresentation, gross negligence, or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless, from any claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand, or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Commercial Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer, or its officers, agents, servants, or employees or any other person who may be about the Commercial Improvements or Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such indemnified party or its officers, agents, servants or employees.

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

- e. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

- a. Failure by Developer to cause the construction of the Commercial Improvements to be completed pursuant to the terms and conditions of this Agreement;

- b. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement or the Residential Agreement;

- c. Transfer of Developer’s interest in this Agreement in violation of the provisions of this Agreement;

- d. Failure by Developer to pay ad valorem taxes on the Development Property or Commercial Improvements;

- e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

- f. Developer shall:

- i. file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

- ii. make an assignment for the benefit of its creditors; or

- iii. admit in writing its inability to pay its debts generally as they become due;

or

- iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or either entity’s reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Commercial Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

g. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice by the City to Developer and the holder of any Mortgage (but only to the extent the City has been informed in writing of the existence of a Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue its performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificates of Completion; or

d. The City may take any action, including legal, equitable, or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or its designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of the Developer, is addressed or delivered personally to Prairie Place LLC at 105 16th Street, Ames, IA 50010; Attn: Charles Winkleblack, Manager; and
- b. In the case of the City, is addressed to or delivered personally to the City at 923 8th Street, Boone, Iowa 50036, Attn: City Clerk;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2037, unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The Parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit D, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in their names and behalf by its authorized representative, all on or as of the day first above written.

[Signatures start on the next page]

(SEAL)

CITY OF BOONE, IOWA

By: _____
Elijah Stines, Mayor

ATTEST:

By: _____
Ondrea Elmquist, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BOONE)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Elijah Stines and Ondrea Elmquist, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Boone, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement for Private Development – City of Boone, Iowa]

PRAIRIE PLACE LLC,
an Iowa limited liability company

By: _____
Charles Winkleblack, Manager

STATE OF IOWA)
) SS
COUNTY OF _____)

This record acknowledged before me on _____, 2024 by Charles Winkleblack as the Manager of Prairie Place LLC.

Notary Public in and for said state

My commission expires: _____

[Signature page to Agreement for Private Development – Prairie Place LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

Southeast quarter ($\frac{1}{4}$) of Northeast quarter ($\frac{1}{4}$) of Section thirty-three (33), Township eighty-four (84) North, Range twenty-six (26), West of the 5th P.M., in the City of Boone, Boone County, Iowa, except East three (3) rods; also except Herrald's First addition to Boone, Iowa; also except Parcel A of Southeast quarter ($\frac{1}{4}$) of Northeast quarter ($\frac{1}{4}$) of said Section thirty-three (33), as shown on Plat of Survey recorded in Plat Book 17, Page 302, in the office of the Recorder of Boone County, Iowa.

EXHIBIT B-1
COMMERCIAL IMPROVEMENTS AND PUBLIC IMPROVEMENTS

Commercial Improvements shall mean 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 (e.g. food or beverage), together with all related site improvements. Construction costs for the Commercial Improvements are anticipated to be not less than \$2,600,000.

See Exhibit B-2 for a depiction of the anticipated Commercial Improvements.

EXHIBIT C
CERTIFICATE OF COMPLETION
COMMERCIAL IMPROVEMENTS

WHEREAS, the City of Boone, Iowa (the “City”) and Prairie Place LLC (the “Developer”) did on or about the ____ day of _____, 2024, make, execute, and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby the Developer agreed, in accordance with the terms of the Agreement, to develop and operate certain real property located within the City and as more particularly described as follows:

Southeast quarter (¼) of Northeast quarter (¼) of Section thirty-three (33), Township eighty-four (84) North, Range twenty-six (26), West of the 5th P.M., in the City of Boone, Boone County, Iowa, except East three (3) rods; also except Herral's First addition to Boone, Iowa; also except Parcel A of Southeast quarter (¼) of Northeast quarter (¼) of said Section thirty-three (33), as shown on Plat of Survey recorded in Plat Book 17, Page 302, in the office of the Recorder of Boone County, Iowa.

(the “Development Property”); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Commercial Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Commercial Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer and its successors and assigns, to construct the Commercial Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Boone County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Commercial Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Signatures Start on Next Page]

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611
Return to: City Clerk, City of Boone, 923 8th Street, Boone, IA 50036

EXHIBIT D
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT
OF COMMERCIAL PROJECT

WHEREAS, the City of Boone, Iowa (the “City”) and Prairie Place LLC (the “Developer”) did on or about the ____ day of _____, 2024, make, execute and deliver, each to the other, an Agreement for Private Development of Commercial Project (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the South Marshall Urban Renewal Plan (the “Plan”), to develop commercial buildings on certain real property located within the City and within the South Marshall Urban Renewal Area, more particularly described as follows:

Southeast quarter (¼) of Northeast quarter (¼) of Section thirty-three (33), Township eighty-four (84) North, Range twenty-six (26), West of the 5th P.M., in the City of Boone, Boone County, Iowa, except East three (3) rods; also except Herrald's First addition to Boone, Iowa; also except Parcel A of Southeast quarter (¼) of Northeast quarter (¼) of said Section thirty-three (33), as shown on Plat of Survey recorded in Plat Book 17, Page 302, in the office of the Recorder of Boone County, Iowa.

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2024 and terminates on December 31, 2037, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City, and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Boone, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2024.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF BOONE, IOWA

By: _____
Elijah Stines, Mayor

ATTEST:

By: _____
Ondrea Elmquist, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BOONE)

On this _____ day of _____, 2024, before me a Notary Public in and for said State, personally appeared Elijah Stines and Ondrea Elmquist, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Boone, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Memorandum of Agreement for City of Boone]

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION

(due before each October 15th as required under terms of Development Agreement)

Developer certifies that, during the time period covered by this Certification, the Developer is and was in compliance with the terms of the Agreement as follows:

(i) All ad valorem taxes on the Development Property have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Commercial Improvements were first fully assessed on January 1, 20____, at a full assessment value of \$_____, and are currently assessed at \$_____;

(iii) The following tenant(s) are currently occupying space in the Commercial Improvements and employing employees therein:

Building Address	Business Name	Business Address	Square Footage Occupied

(v) The undersigned officer has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

Prairie Place LLC, an Iowa limited liability company

By: _____

Name: _____

Its: _____

02369767\10236-145

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3263

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT FOR A RESIDENTIAL PROJECT BY AND BETWEEN THE CITY OF BOONE AND PRAIRIE PLACE LLC

WHEREAS, by Resolution adopted September 3, 2024, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted 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, which Plan is on file in the office of the Recorder of Boone County; 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 and Expenses 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, 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 Chapters, 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 any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.

- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; 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 IN THE STATE OF IOWA:

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be 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.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 3rd day of September, 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**

RESOLUTION NO. 3264

RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT FOR A COMMERCIAL PROJECT BY AND BETWEEN THE CITY OF BOONE AND PRAIRIE PLACE LLC

WHEREAS, by Resolution No. 3264, adopted September 3, 2024, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted 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, which Plan is on file in the office of the Recorder of Boone County; 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, 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 Chapters, 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 any or all of the factors set forth in Chapter 15A, Code of Iowa, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes, or which generate tourism-related activities.

- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement; 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 IN THE STATE OF IOWA:

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be 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.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 3rd day of September, 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:

RESOLUTION NUMBER 291

WHEREAS, the City of Boone, Iowa has ordinances requiring various building regulations and permits; and

WHEREAS, the City Council has determined that these building regulations and permits are for the safety of the residents of Boone; and

WHEREAS, the City Council has determined that it would be a benefit to the other taxing entities within Boone to continue to require building permits, but not to require fees to these taxing entities for these permits;

THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of Boone, Iowa that building permits will be required, but no fees will be required by the following taxing entities;

Boone Community Schools
Boone County
Des Moines Area Community College
Boone County Hospital
Boone County Work Activity Center, Inc.

BE IT FURTHER RESOLVED that the building official will administer this policy starting the date of this document.

Resolved this 16th day of March, 1998.

City of Boone

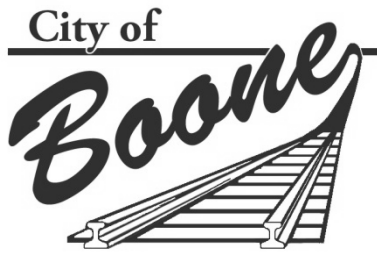


George F. Maybee, Mayor

ATTEST:



Audrey Veldhuizen, City Clerk/Treasurer



UTILITY COMMITTEE Meeting Notice

Governing Body: Utility Committee of Boone, Iowa

Date of Meeting: August 19, 2024

Time of Meeting: 4:30 P.M.

Place of Meeting: City Hall Council Chambers

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/82361852414?pwd=L5WwFrZ3cl6kybHbOs9Y2CyooGQWWt.1>

Meeting ID: 823 6185 2414

Passcode: 239031

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

1. Call Meeting to Order.

Present: Angstrom, Moorman

Absent: Byrd

Others present: Andrews, Gjersvik, Montag, Elmquist, Robbins, Vote, Skare, Majors, Roy Martin, Gage Rotert, Jim Ballantyne

2. Approve Minutes from the May 20, 2024 Meeting.

Moorman moved; Angstrom seconded to approve the minutes from the May 20, 2024, Utility Meeting. Ayes: all those in attendance. Nays: none.

3. Request to Reduce Sewer Bill. – Gage Rotert.

Gage Rotert explained that he watered his lawn after planting grass seed and extensive yard work. Rotert requested a reduction in his \$197.00 sewer bill as the water did not go into the sewer after his sewer was broken during a fiber optics installation. Angstrom advised that the Committee has been strict on denying these claims in order to be fair to everyone as there is not a way to tell if the water did not go into the sewer. Moorman moved; Angstrom seconded to deny Rotert's request to reduce his sewer bill. Ayes: all those in attendance. Nays: none. Andrews stated he would reach out to Rotert in regard to his sewer as Code states it needs to be in working order.

4. Request to Appeal Denied Leak Protection Claim. – Eastern Star Masonic Home, Jim Ballantyne.

Jim Ballantyne, maintenance personnel with Eastern Star Masonic Home, explained that an unoccupied duplex owned by the Eastern Star, had an uninsulated eighteen (18) inch hollow cavity in an outside wall (they did not know existed), combined with cooler

weather caused a water breakage. Ballentyne asked for the \$1500.00 leak protection to be used on the high-water bill as Eastern Star was unaware of the uninsulated hollow area and that it should not be seen as neglect. Angstrom advised that for leak protection to be in effect, the residence needs to be occupied per City ordinance. Angstrom moved; Moorman seconded to deny Eastern Star's appeal to use leak protection at a vacant residence. Ayes: all those in attendance.

5. Discuss the City's Written Water Agreements.

Skare advised that the City's written water agreements with Logan's Port and Rolling Meadows' needs to be readdressed. The Committee discussed and directed staff to bring the new agreements to the Committee for review first and then to full Council.

6. Review/Approve US Water Contract Amendment.

Skare stated that the City needs to amend the US Water Contract for the SRF loans being used on the Water and Wastewater Facility Improvement projects to be compliant with the SRF rules. After the Committee reviewed the changes, Moorman moved; Angstrom seconded to recommend approving the amended US Water Contract to full Council at the August 19, 2024 City Council meeting. Ayes: all those in attendance.

7. Review the May, June, and July 2024 US Water Monthly Reports.

The Committee reviewed the monthly US Water and Wastewater Operations and Maintenance Report for May, June, and July 2024.

8. Meter Upgrade Report.

a. May

Andrews reported that in May, staff finished twenty (20) meter upgrades, three (3) meters were installed for new service, and seventeen (17) meters were changed out due to other reasons.

b. June

The June report showed that staff finished twenty-one (21) meter upgrades, thirteen (13) meters were installed for new service, and eight (8) meters were changed out due to other reasons.

c. July

The July report showed that staff finished thirty-seven (37) meter upgrades, two (2) meters were installed for new service, and thirty-five (35) meters were changed out due to other reasons.

9. Stop Box Repair/Shut Off Report.

a. May

Vote stated that in May, \$5,615.65 was collected during shut-offs; thirty (30) accounts qualified to be on the shut off list and eight (8) delinquent bills totaling \$3,509.02 were certified on May 29, 2024.

b. June

Vote stated that in June, \$2,518.61 was collected during shut-offs; thirteen (13) accounts qualified to be on the shut off list and six (6) delinquent bills totaling \$3,307.09 were certified on June 25, 2024.

c. July

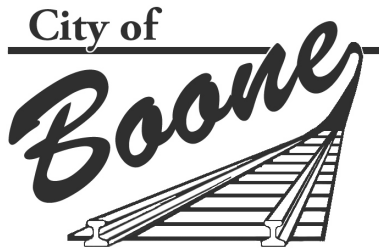
Vote stated that in July, \$4,415.25 was collected during shut-offs; eighteen (18) accounts qualified to be on the shut off list. Six (6) delinquent bills totaling \$2,128.44 were certified July 30, 2024, and if left unpaid, ten (10) bills totaling \$2,293.39 are scheduled to be certified on August 27, 2024. Vote also reported that there are one hundred thirty-nine (139) stop boxes in need of repair, sixty-two (62) of which have lead service lines and if left unpaid, six (6) stop box repair bills totaling \$11,394.96 are scheduled to certify on August 19, 2024.

10. Other Business.

Gjersvik handed out a draft copy of the water study and a draft copy of the Wastewater plan with the improvement in regards to the Daisy project. Skare proposed having a special Utility Committee meeting to discuss these two (2) reports August 29, 2024 from 2:00 p.m. to 4:00 p.m. The Committee agreed.

11. Adjourn.

Angstrom moved; Moorman seconded to adjourn the meeting at 5:05 p.m. Ayes: all in attendance.



Economic Development Committee

Date of Meeting: August 19, 2024

Time of Meeting: 5:15 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/87386675760?pwd=XGexilCellLeHidzvnbi1bS5fhFWIib.1>

Meeting ID: 873 8667 5760

Passcode: 517349

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

1. Call to Order.

Present: Moorman, Henson, and Williamson.

Others present: Elmquist, Montag, Dryer, Ashley Redeker, Bill Byrd, Tom Lambert,

2. Approve Minutes from the June 3, June 7, and July 15, 2024 Meetings.

Henson moved; Moorman seconded to approve the meeting minutes from June 3, June 7, and July 15, 2024. Ayes: all those in attendance. Nays: none.

3. Review/Approve Bids for Boone Downtown Incentive Fund (BDIF) Project at 719 Story Street, Boone, Iowa (The Quilt Shop).

Byrd presented additional bids for the revitalization project at 719 Story Street, one being a quote from Menards for a replacement door, and another as a second bid for painting that came in significantly lower than his original bid. Byrd stated that he is expecting one more painting bid before making his selection.

Williamson moved; Henson seconded to award a BDIF Grant to 719 Story Street, at 40% of qualified expenses with an estimated grant of up to \$5,677.17. Ayes: all those in attendance. Nays: none.

4. Review Application for Boone Downtown Incentive Fund (BDIF) Signage Grant at 701 Story Street, Boone Iowa (Modern Dress).

Redeker present photos of the proposed signage on the front and south side of her building with a quote in the amount of \$4,609.56.

Henson moved, Williamson seconded to award a BDIF signage grant to 701 Story Street at 50% with an estimated grant of up to \$2,304.78. Ayes: all those in attendance. Nays: none.

5. Other Business.

6. Adjourn.

With no further business to come before the Committee, the meeting adjourned at 5:25 p.m.

STATEMENT OF COUNCIL PROCEEDINGS

August 19, 2024 6:00 p.m.

The City Council of Boone, Iowa, met in regular session in the City Hall Council Chambers on August 19, 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.

Mayor Stines announced that this is the time and place for a public hearing for the consideration of the sale of public right-of-way; N/S alley in the 1300 block of West 2nd Street between the properties of 1310 West 2nd Street and 1316 West 2nd Street, Boone, Iowa. Mayor Stines asked if there were any written comments; no written comments were presented. Mayor Stines asked if there were any oral comments; no comments were made. Whereupon, the Mayor declared the hearing closed.

Hilsabeck moved; Williamson seconded to approve Resolution 3250 authorizing the alley vacation of the N/S alleyway in the 1300 block of West 2nd Street between the properties of 1310 West 2nd Street and 1316 West 2nd Street, Boone, Iowa. Ayes: Kahookele, Moorman, Hilsabeck, Williamson, Angstrom, and Henson. Nays: none.

Mayor Stines announced that this is the time and place for a 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 an A-1 (Agricultural District) to M-4 (General Industrial District). Mayor Stines asked if there were any written comments; no written comments were presented. Mayor Stines asked if there were any oral comments; Dr. Scott McClure, owner of Midwest Equine PC, 2615 Eastgate Drive, stated his concerns that increased truck traffic, noise, and twenty-four (24) hour lighting from the proposed Daisy facility is incompatible with his business. After the comments, the Mayor declared the hearing closed.

Mayor Stines announced that this is the time and place for a public hearing to consider the granting of an easement along Cpl. Roger Snedden Drive to Interstate Power and Light Company. Mayor Stines asked if there were any written comments; no written comments were presented. Mayor Stines asked if there were any oral comments; no comments were made. Whereupon, the Mayor declared the hearing closed.

Williamson moved; Hilsabeck seconded to approve Resolution 3251 authorizing the execution of an easement between Interstate Power and Light Company and the City of Boone. Ayes: Moorman, Hilsabeck, Williamson, Angstrom, Henson, and Kahookele. Nays: none.

Mayor Stines announced that this is the time and place for a 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). Mayor Stines asked if there were any written comments; no written comments were presented. Mayor Stines asked if there were any oral comments; no comments were made. Whereupon, the Mayor declared the hearing closed.

Moorman moved; Henson seconded to approve Resolution 3252 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. Ayes: Hilsabeck, Williamson, Angstrom, Henson, Kahookele, and Moorman. Nays: none.

Mayor Stines announced that this is the time and place for a 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). Mayor Stines asked if there were any written comments; no written comments were presented. Mayor Stines asked if there were any oral comments; no comments were made. Whereupon, the Mayor declared the hearing closed.

Moorman moved; Hilsabeck seconded to approve Resolution 3253 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. Ayes: Williamson, Angstrom, Henson, Kahookele, Moorman, and Hilsabeck. Nays: none.

Williamson moved; Hilsabeck seconded to approve Resolution 3258 fixing a 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. Ayes: Angstrom, Henson, Kahookele, Moorman, Hilsabeck, and Williamson. Nays: none.

Hilsabeck moved; Williamson seconded to approve Resolution 3259 fixing a 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. Ayes: Henson, Kahookele, Moorman, Hilsabeck, Williamson, and Angstrom. Nays: none.

Henson moved; Williamson seconded to approve Resolution 3254 approving an Amendment and Restated Operation Services Agreement for the operation and maintenance of the Water and Wastewater Treatment Facilities with USW Utility Group (USWUG) for five (5) years. Ayes: Kahookele, Moorman, Hilsabeck, Williamson, Angstrom, and Henson. Nays: none.

There is will a special Utility Committee meeting, August 29, 2024 from 2:00 p.m. to 4:00 p.m. to discuss a draft water study.

Hilsabeck moved; Henson seconded to approve Resolution 3255 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. Ayes: Moorman, Hilsabeck, Williamson, Angstrom, Henson, and Kahookele. Nays: none.

Ades presented the Daisy Brand, LLC request to rezone two (2) parcels of land from A-1 Agricultural District to M-4 General Industrial District for the purpose of building a processing facility. The Planning and Zoning Commission also recommended the approval of the rezoning.

Andrews updated the Council on the progress of the Story Street/Downtown Mill and Overlay Project.

Cornelis advised that the delivery of the playground equipment for Franklin Park is scheduled for the week of August 26, 2024 but installation has been moved back to the end of September. Cornelis stated that the pool will close to the public August 25, 2024, with the dog swim on August 26, 2024, and he has been driving around looking for any dying trees within the City right-of-way.

Hilsabeck moved; Williamson seconded to accept a \$94,000.00 Assistance to Firefighters Grant (AGF) award with a 5% local City match of \$4,700.00 for the Fire Department to install a vehicle exhaust removal system. 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.

Henson 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 Cedar Pointe Golf Course. 4) Alcohol License renewal for Yoke's Railhouse. 5) Resolution 3256 authorizing the sale of personal City Property, iPhone 12 to William Skare for market value of \$100.00. 6) Resolution 3257 authorizing the Pufferbilly Days Committee certain authorities within the right-of-way for the purpose of safety and organization of the Pufferbilly Days event. Ayes: Williamson, Angstrom, Henson, Kahookele, Moorman, and Hilsabeck. Nays: none.

3E	City Hall Lights	115.71
Aaron J Pelleymounter	Utility Deposit Refund	125.00
Acco Unlimited Corp	Chemicals	5,662.68
Adam Huffman	Overpayment Refund	22.96
AGSource Laboratories	Pool Water Testing	57.00
Ahlers & Cooney	Legal Services	5,152.00
Alexis L Stine	Utility Deposit Refund	125.00
Alliant Energy	Utilities	2,778.66
Alliant Energy	Utilities	1,216.90
Alliant Energy	Utilities	54,878.29
Amazon Capital Services	Supplies	89.99
Amazon.Com	Supplies	38.99
American Legion Post #56	American Flags	150.00
Amy Peterson	Utility Deposit Refund	75.00
Angel & Maria Diaz	Utility Deposit Refund	75.00
Arnold Motor Supply	Parts/Supplies	78.38
Arnold Motor Supply	Parts/Supplies	499.27
Arnold Motor Supply	Parts/Supplies	4,148.44
Asa J Wayland	Utility Deposit Refund	93.62
Atlantic Coca-Cola Bottling	Pool Concessions	422.38
Bao Thao	Utility Deposit Refund	125.00
Boehm Insurance Agency	Insurance Premium	3,129.00
Bolton & Menk	Engineering Fees	5,925.00
Bomgaars	Parts/Supplies	75.74
Bomgaars	Parts/Supplies	139.09
Boone Ace Hardware	Parts/Supplies	318.62
Boone Ace Hardware	Parts/Supplies	246.96
Boone County Hospital	Tests/Screenings	713.97
Boone County Landfill	Landfill Disposal	1,511.38
Boone Hardware	Parts/Supplies	6.49
Boone Hardware	Parts/Supplies	72.61
Boone News Republican	Publications	926.40
Bradley Rholl	Reimbursement	19.00
Brown Electric	Repairs	3,072.00
Brown Electric	Repairs	532.31
Builders First Source	Concrete Materials	27.72
CDS Global	Online Credit Card Processing	437.89
CDS Global	Processing/Programming/Postage	4,618.14
Central IA Ready Mix	Concrete Materials	6,476.50
Central IA Distributing	Supplies	302.00
CenturyLink	Phone Services	158.16
CenturyLink	Phone Services	77.85
CenturyLink	Phone Services	543.86
Christopher D Johnson	Utility Deposit Refund	23.47
City Of Boone	Utilities	28.81
Clouser Plumbing Technologies	Hydrant Valve Installation	8,000.00
Dakota Supply Group	Culvert Parts	1,340.56
Dale Farnham	Contract Services	4,856.00
Darci Newcomb	Swim Lesson Services	2,400.00
David C Smelcer	Utility Deposit Refund	17.45
Diamond Vogel Paints	Paint Supplies	1,980.00
Dick's Fire Extinguisher	Annual Inspection	83.00
Duncan Heating & Plumbing	Repairs	174.36
Edward Higgins	Subcontractor Services	900.00
Elixir Rx Solutions	411 Prescriptions	2,461.99
Emory M Stines	Utility Deposit Refund	125.00
Employee Benefit System	Payroll	465.00
Employee Benefit System	Payroll	237.46

Employee Benefit System	Payroll	80.00
Employee Benefit System	Payroll	80.00
Employee Benefit System	Payroll	15.00
Employee Benefit System	Payroll	50.00
Employee Benefit System	Payroll	13.75
Employee Benefit System	Payroll	13.75
Employee Benefit System	Payroll	13.75
Employee Benefit System	Payroll	13.75
Employee Benefit System	Payroll	10.00
Employee Benefit System	Payroll	10.00
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Employee Benefit System	Payroll	13.75
Employee Benefit System	Payroll	13.75
Employee Benefit System	Payroll	13.75
Employee Benefit System	Payroll	13.75
Employee Benefit System	Payroll	13.75
Employee Benefit System	Payroll	10.00
Employee Benefit System	Payroll	55.60
Employee Benefit System	Insurance Premiums	107,453.82
Fareway	Pool Concessions	300.00
FirstNet	Wireless Services	1,308.35
Four State International Truck	Parts	689.57
Garbage Guys	Waste Removal	158.50
Garbage Guys	Waste Removal	20.50
Grainger	Parts/Supplies	316.32
Graymont Western Lime	Chemicals	7,868.04
Hawkins Water Treatment Group	Chemicals	5,238.23
Heartland Tire & Auto	Parts	122.00
Herman Drainage	Mowing	5,000.00
Hy-Vee Food Store	Pool Concessions/Supplies	112.37
I & S Group	Wellness Center Services	9,046.50
IA Law Enforcement Academy	Rifle/Firearm Instructor Recerts	350.00
Infobunker	Internet Services	166.00
Inland Truck Parts & Service	Parts	437.27
IA Dept Transportation	Cleaning Supplies	545.81
IA Plains Signing	Painted Pavement Markings	15,632.89
ItSavvy	Adobe License	78.00
Jace D Schultz	Utility Deposit Refund	125.00
Jennifer R Klemesrud	Overpayment Refund	125.00
Joshua D Price	Utility Deposit Refund	125.00
Joshua T Conte	Utility Deposit Refund	125.00
Julius L Matolek	Utility Deposit Refund	125.00
K & R Lawn Care	Nuisance Mowing	1,180.00
Kasey D Taggart	Overpayment Refund	36.55
Kathleen Chance	Utility Deposit Refund	125.00
Kathleen L Abrahamson	Swim Lesson Services	2,400.00
Kathryn K Schwartz	Utility Deposit Refund	125.00
Kenneth Slaba	Reimbursement	19.00
Kiesler's Police Supply	Ammo	4,474.35
Kruck Plumbing & Heating	Parts/Repairs	134.32
KWBG	Advertising Contract	367.20
Larissa M Huston	Utility Deposit Refund	125.00
Les's Auto	Tires	1,904.44
Lester Refrigeration	Ice Maker Repair	400.57
Lexipol	Annual Training	1,533.96
Lisa Wittrig	Utility Deposit Refund	47.42

Logan Reuland	Utility Deposit Refund	80.31
Martin Marietta Materials	Gravel	1,104.81
Martin Oil Wholesale	Fuel	19,663.19
McFarland Clinic	Testing	39.00
McGill Computer Service	Computer Services-	3,225.50
Merlyn E Harringa	Utility Deposit Refund	125.00
Mid IA Petroleum Equipment	Annual Test/Maintenance	2,754.66
Midwest Quality Wholesale	Custodial Supplies	70.00
Momar	Mosquito Spray	13,116.76
NICUSA	Service Fee	8.06
Nikkel & Associates	Repairs	715.78
NUSO	SIP/VOIP Lines	115.83
Ogden Telephone	Internet Services	101.27
Ogden Telephone	Internet Services	74.95
O'reilly Automotive Stores	Parts	164.32
Orkin	Pest Control Services	110.99
Portable Pro	Portable Toilet	435.00
Portable Pro	Portable Toilet	165.00
Pritchard Bros Plumbing	Repairs	443.80
R & W Power	Parts/Supplies	460.81
R & W Power	Parts/Supplies	72.00
Rexco Equipment	Parts/Supplies	204.13
Roger W George	Utility Deposit Refund	60.53
Ryan Scharfenkamp	Utility Deposit Refund	125.00
Samantha Wright	Pool Party Refund	25.00
Seth Janssen	Reimbursement	19.00
Shannon Carter	Utility Deposit Refund	24.21
Spring Green Lawn Care	Lawn Services	220.90
Staples Advantage	Office Supplies	84.04
Stephanie L Gentry	Utility Deposit Refund	125.00
Stivers Midwest Pro	New Patrol Car Upfitting	13,720.79
Storey Kenworthy	Office/Custodial Supplies	305.04
Stuehmer Contracting	Custodial Services	800.00
Sysco IA	Pool Concessions	3,432.15
Tammy K Harris	Utility Deposit Refund	125.00
TK Concrete	Concrete Materials	10,500.00
Treasurer/State Of IA	Water Excise/Sales/Pool Taxes	16,502.52
Us Water Services Corporation	Contract Services	79,689.99
Van Diest Supply Company	Parts/Supplies	337.15
Van Wall Equipment	Parts/Supplies	196.16
Van Wall Equipment	Repairs	1,949.62
Verizon Wireless Services	Wireless Services	41.18
VWR International	Parts/Supplies	139.30
Walters Sanitary Service	Waste Removal	584.00
Walters Sanitary Service	Waste Removal	820.00
Wicks Construction	15/33 S Runway	34,450.31
William Skare	Reimbursement	58.36
Xerox Corporation	Copier Agreement	30.97
Total Paid Bills		504,789.03

FUND	RECEIPTS	DISBURSEMENTS
General	176,510.43	93,229.69
Special	191,305.06	13,720.79
Hotel/Motel	42,462.51	-
Road Use Tax	141,775.08	54,730.73
Debt Service	0.00	-
Water Utility	323,677.15	112,375.79
Sewer Utility	281,217.16	63,604.15

Family Resource Center	2,311.81	697.89
Capital Project	22,055.74	54,921.81
Storm Water Utility	0.00	3,824.73
Expendable Trust	500.00	-
Agency Account	14,212.17	107,683.45

Moorman moved; Henson seconded to approve the first reading of Ordinance 2309 to allow the City of Boone, Iowa to change the All-Terrain and Off-Road Vehicles Ordinances; amending Chapter 77. Ayes: Angstrom, Henson, Kahookele, Moorman, Hilsabeck, and Williamson. Nays: none.

Williamson moved; Henson seconded to approve the first reading of 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. Ayes: Henson, Kahookele, Moorman, Hilsabeck, Williamson, and Angstrom. Nays: none.

Mayor Stines stated that the public unveiling of the Main Street designation was a good, well-attended event.

Moorman reminded the Council that the last Nights on the Green event is September 6, 2024 at the 8th Street and Story Street Green Space.

Moorman moved; Henson seconded to go into closed session at 6:29 p.m. pursuant to Iowa Code Section 21.5(1)(c) to discuss the 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. Ayes: Kahookele, Moorman, Hilsabeck, Williamson, Angstrom, and Henson. Nays: none.

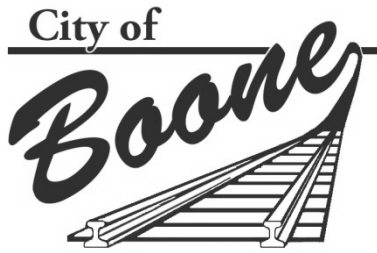
Williamson moved; Hilsabeck moved to come out of closed session at 6:55 p.m. Ayes: Moorman, Hilsabeck, Williamson, Angstrom, Henson, and Kahookele. Nays: none.

There being no further business to come before the Council the meeting adjourned at 6:55 p.m.

ATTEST:

Ondrea Elmquist, Asst City Administrator/Clerk

Elijah Stines, Mayor



Public Safety and Transportation Committee

Date of Meeting: August 28, 2024

Time of Meeting: 4:30 P.M.

Place of Meeting: Council Chamber at City Hall
(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/86345121728?pwd=p9ijv5VVncOt6P5kkbjmQGQHfE.1>

Meeting ID: 863 4512 1728

Passcode: 990270

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

1. Call Meeting to Order.

Present: Hilsabeck, Angstrom

Absent: Henson

Others Present: Andrews, Wiebold, Skare, Majors, Whitney Kline

2. Approve Minutes from the July 31, 2024 Meeting.

Angstrom moved; Hilsabeck seconded to approve the minutes from the July 31, 2024, Public Safety meeting. Ayes: all those in attendance. Nays: none.

3. Discuss Parking in the 700 Block of Allen Street. – Whitney Kline, Trend Setters.

Whitney Kline, owner of Trend Setters, 718 Allen Street, asked the Committee to consider changing the parking outside her building to diagonal parking from parallel parking.

Kline stated there were no defined lines in the parking area and people do not use the space properly, sometimes only allowing two (2) cars to park instead of four (4).

Andrews expressed concerns regarding snow piling but did support painting lines in for the current parallel parking. The Committee directed the Public Works Department to paint new lines on Allen Street to better define the current parallel parking.

4. Parade Permit Application, Homecoming Parade, Boone Community School District. –

Shannon Lumley.

Angstrom moved; Hilsabeck seconded to approve a Parade Permit application for the Boone Community School District Homecoming parade scheduled for September 12, 2024 at 6:30 p.m. beginning from Goepfinger Field to Division Street and Morton Street, ending at the Boone High School's parking lot, as presented by Shannon Lumley, Boone Community High School. Ayes: all those in attendance. Nays: none.

5. Parade Permit Application, Pufferbilly Days Parade, Boone County Chamber. – Jennifer Hanson.

Hilsabeck moved; Angstrom seconded to approve a Parade Permit application for the Pufferbilly Days parade scheduled September 21, 2024 at 9:30 a.m. beginning at South Linn Street, west on Hancock, and then north on Story Street to 7th Street to the Boone High School's parking lot, as presented by Jennifer Hansen, Boone County Chamber. Ayes: all those in attendance. Nays: none.

6. Other Business.

7. Adjourn.

4:45 p.m.



SPECIAL UTILITY COMMITTEE Meeting Notice

Governing Body: Utility Committee of Boone, Iowa

Date of Meeting: August 29, 2024

Time of Meeting: 2:00 P.M.

Place of Meeting: City Hall Council Chambers

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/84536264082?pwd=3GUSfb6grasma5X0LAHnb8RFJNbM00.1>

Meeting ID: 845 3626 4082

Passcode: 883218

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

1. Call Meeting to Order.

Present: Angstrom, Moorman. By Zoom: Byrd

Absent: none

Others present: Andrews, Elmquist, Skare, Majors, Stines, Moore, Roberts, Perry Gjersvik, Katie Kinsey, Christina Skalko, Brian Horn, Brenda Dryer, Lucas Young

By Zoom: Chris Gutschow, McKenzie Hunt, Aaron Voss, Jeffrey Dupont, Caleb Weber

2. Review/Discuss Water System Capacity Evaluation Report.

Katie Kinsey, Senior Professional Engineer II, Short Elliott Hendrickson, Inc. (SEH), presented the Preliminary Engineering Report on the Water System Capacity Evaluation in preparation for two (2) new industrial facilities, evaluating the existing capacity and the twenty (20) year design needs of the water system. The evaluation included an inventory of major existing system components and assessed the ability to meet current and future demands. The Committee discussed alternatives and suggestions for some of the recommended improvements. SEH will revise the report based on the discussion and present a final draft to full Council for review.

3. Review/Discuss Wastewater Treatment Facility Report.

Christina Skalko, Project Manager, Short Elliott Hendrickson, Inc. (SEH), presented the Facility Plan Report for the Wastewater Treatment Facility, from an evaluation of the existing Wastewater Treatment Facility and its ability to accommodate proposed industrial developments. The evaluation considers the twenty (20) year planning period up to 2044, and projects the necessary improvements to ensure that the Wastewater Treatment Facility meets existing and future demands. The Committee discussed alternatives and suggestions for some of the recommended improvements for the

Wastewater Treatment Facility. SEH will revise the report based on the discussion and present a final draft to full Council.

4. Other Business.

5. Adjourn.

3:45 p.m.

RECORD OF COUNCIL APPROVED BILLS

BYRD

September 3, 2024

<u>DATE</u>	<u>AMOUNT</u>
Airport Bills	
Library Bills	18,572.76
Park Bills	
Utility Billing Refunds	
Manuals/Misc Total	8,713.75
Voided checks	
Council Bills Total	664,170.57
Payroll Wages (8/30/24)	160,322.48
Payroll Vendor Checks (8/30/24)	95,860.81
TOTAL EXPENDITURES	<u>\$ 947,640.37</u>

Signed By _____

Date _____

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
A & M LAUNDRY INC (5)						
	0423307	MOPS & RUGS	09/03/2024	30.51	001-150-6399	LAUNDRY
	0427709	MOPS & RUGS	09/03/2024	30.51	001-150-6399	LAUNDRY
Total A & M LAUNDRY INC (5):				61.02		
ACCESS SYSTEMS (4566)						
	37266155	PRINTING CONTRACT-PD	09/03/2024	164.97	001-110-6419	SERVICES & COMPUTER SU
Total ACCESS SYSTEMS (4566):				164.97		
AHLERS & COONEY PC (32)						
	872584	RESIDENTIAL PRAIRIE PLACE LLC DA	09/03/2024	1,216.00	001-520-6411	LEGAL FEES
	872585	S MARHSALL URP	09/03/2024	226.00	001-520-6411	LEGAL FEES
	872586	COMMERCIAL PRAIRIE PLACE LLC DA	09/03/2024	874.00	001-520-6411	LEGAL FEES
	872587	AMEND NO 10 TO SOUTHEAST BOON	09/03/2024	318.00	001-520-6411	LEGAL FEES
Total AHLERS & COONEY PC (32):				2,634.00		
ALEX AIR APPARATUS INC (3319)						
	8627	REPAIRS-HYDRAULIC RAM	09/03/2024	1,181.00	001-150-6332	REPAIRS
Total ALEX AIR APPARATUS INC (3319):				1,181.00		
ALLIANT ENERGY (45)						
	080924	UTILITIES- 4TH ST	09/03/2024	83.81	110-240-6371	TRAFFIC UTILITIES
	081324	TRAFFIC LIGHTS - 11TH/STORY ST	09/03/2024	47.34	110-240-6371	TRAFFIC UTILITIES
	081324	UTILITIES - SWIMMING POOL	09/03/2024	4,638.32	001-435-6371	UTILITIES
	081324	TRAFFIC LIGHTS - S STORY/PARK AV	09/03/2024	60.58	110-240-6371	TRAFFIC UTILITIES
	081324	TRAFFIC LIGHTS - 1203 8TH ST-HYVE	09/03/2024	50.95	110-240-6371	TRAFFIC UTILITIES
	081324	UTILITIES-13130 W PARK LIFT STATIO	09/03/2024	258.92	610-816-6371	UTILITIES
	081324	UTILITIES - 609 FOREST AVE - CEMET	09/03/2024	81.05	001-450-6371	UTILITIES
	081324	TRAFFIC LIGHTS - STORY/CNR 1ST	09/03/2024	45.33	110-240-6371	TRAFFIC UTILITIES
	081324	UTILITIES - 609 FOREST AVE - CEMET	09/03/2024	113.61	001-450-6371	UTILITIES
	081324	TRAFFIC LIGHTS - 329 BENETON ST P	09/03/2024	43.01	110-240-6371	TRAFFIC UTILITIES
	081524	UTILITIES- 1930 S STORY ST LIGHTS	09/03/2024	136.21	110-230-6371	STREET LIGHTING
	081924	UTILITIES-S STORY/HAWKEYE DR TR	09/03/2024	85.72	110-240-6371	TRAFFIC UTILITIES
	081924	UTILITIES-LINN ST SIRENS	09/03/2024	21.04	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	081924	UTILITIES-DORAN DR SIRENS	09/03/2024	41.14	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	081924	UTILITIES-CLINTON WATER TOWER	09/03/2024	237.42	600-811-6371	UTILITIES
	081924	UTILITIES-1721 MCHOSE (WW)	09/03/2024	46.17	610-816-6371	UTILITIES
	081924	UTILITIES-FRC	09/03/2024	2,787.69	730-899-6371	UTILITIES/FAMILY RESOURC
	082124	UTILITIES-4TH ST SIREN	09/03/2024	21.70	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	082124	UTILITIES-ARGO ST SIREN	09/03/2024	20.38	001-620-6371	UTILITIES/SIRENS/CIVIL DF
	082124	UTILITIES-1804 KATE SHELLEY METE	09/03/2024	21.70	600-811-6371	UTILITIES
	082124	UTILITIES-GREENE ST TOWER	09/03/2024	68.34	600-811-6371	UTILITIES
	082124	UTILITIES-1817 S LINN LIFT STATION	09/03/2024	66.41	610-816-6371	UTILITIES
	082124	UTILITIES-902 SNEDDEN LIFT STATIO	09/03/2024	30.53	610-816-6371	UTILITIES
	082124A	UTILITIES- 1494 220TH ST LIFT STATI	09/03/2024	259.54	610-816-6371	UTILITIES
Total ALLIANT ENERGY (45):				9,266.91		
AMANDA WELDER (4730)						
	082624	PROPERTY PROTECTION PROGRAM	09/03/2024	250.00	740-865-6499	I AND I PROJECT (PPP)
Total AMANDA WELDER (4730):				250.00		

OPEN BILLS

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
AMAZON CAPITAL SERVICES INC (4073)						
	13WW-GJRQ	CROSSING GUARD STOP SIGN	09/03/2024	129.89	001-110-6599	POLICE EQUIP/SUPPLIES
	1N77-6HJ9-1	CROSSING GUARD VESTS	09/03/2024	39.97	001-110-6599	POLICE EQUIP/SUPPLIES
	1WJN-FHKK-	DRILL FOR CONCRETE	09/03/2024	314.10	110-210-6727	EQUIPMENT
Total AMAZON CAPITAL SERVICES INC (4073):				483.96		
ARNOLD MOTOR SUPPLY (86)						
	08CR019623	BLOWER MOTOR FOR #6 RETURN	09/03/2024	128.43	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV178441	BATTERY TERMINALS	09/03/2024	7.39	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV178463	COOLANT - TAHOE / STOCK	09/03/2024	17.10	001-150-6332	REPAIRS
	08NV178469	BATTERY TERMINALS	09/03/2024	7.39	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV178695	HEAT PUPM HOSE FRC	09/03/2024	97.36	730-899-6399	FRC-REPAIRS
	08NV178696	AIR FILTER FOR #6	09/03/2024	32.55	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV178768	FUEL TANK PLUG	09/03/2024	13.84	110-210-6350	REPAIRS-EQUIP/MECHANIC
	08NV179042	BLOWER MOTOR FOR #6	09/03/2024	181.41	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total ARNOLD MOTOR SUPPLY (86):				228.61		
ASCAP (4027)						
	082024	MUSIC LICENSE	09/03/2024	55.49	001-435-6599	SUPPLIES
	082024	MUSIC LICENSE	09/03/2024	55.49	001-620-6506	SUPPLIES/OFFICE
	082024	MUSIC LICENSE	09/03/2024	55.49	001-150-6506	SUPPLIES/OFFICE
	082024	MUSIC LICENSE	09/03/2024	55.49	001-110-6506	SUPPLIES/OFFICE
	082024	MUSIC LICENSE	09/03/2024	55.49	001-170-6506	SUPPLIES/OFFICE
	082024	MUSIC LICENSE	09/03/2024	55.49	600-810-6506	SUPPLIES/OFFICE
	082024	MUSIC LICENSE	09/03/2024	55.49	610-815-6506	SUPPLIES/OFFICE
	082024	MUSIC LICENSE	09/03/2024	55.49	110-211-6506	SUPPLIES/OFFICE
Total ASCAP (4027):				443.92		
BARCO MUNICIPAL PRODUCTS (117)						
	IN-249941	GRADER BITS	09/03/2024	3,300.00	110-210-6599	SUPPLIES
Total BARCO MUNICIPAL PRODUCTS (117):				3,300.00		
BOMGAARS (4040)						
	85710335	GLOVES AND PENETRATING OIL	09/03/2024	46.98	110-210-6599	SUPPLIES
	85710671	PLASTIC LINERS	09/03/2024	43.98	600-811-6599	SUPPLIES
	85710676	SCREWS	09/03/2024	12.38	110-210-6599	SUPPLIES
	85710864	GRASS SEED	09/03/2024	9.93	610-816-6310	BUILDING & GROUNDS
	85710907	MOWER DECK SPACERS FOR 62	09/03/2024	8.18	110-210-6350	REPAIRS-EQUIP/MECHANIC
	85712856	RATCHET STRAPS FOR SPRAYER	09/03/2024	28.99	110-210-6599	SUPPLIES
	85712887	LAWNCARE FRC	09/03/2024	23.99	730-899-6599	SUPPLIES
	85713068	CHALK LINE	09/03/2024	4.99	110-210-6599	SUPPLIES
	85713104	PAINTING SUPPLIES	09/03/2024	49.96	110-210-6599	SUPPLIES
Total BOMGAARS (4040):				229.38		
BOONE ACE HARDWARE (2706)						
	80729/2	REPAIRS CHEMICAL FEED	09/03/2024	51.04	600-811-6350	REPAIRS
	80831/2	METER SHOP FILE	09/03/2024	13.99	600-812-6599	SUPPLIES
	80839/2	PAINT SPRAYER HOOKS	09/03/2024	19.99	110-210-6599	SUPPLIES
	80851/2	PARTS ORGANIZER FOR TRUCK	09/03/2024	9.99	001-650-6599	MISCELLANEOUS
	80877/2	PLUMBING FITTINGS	09/03/2024	23.98	600-811-6350	REPAIRS
	80904/2	SUMP PUMP REPAIR	09/03/2024	321.23	600-811-6350	REPAIRS

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total BOONE ACE HARDWARE (2706):				440.22		
BOONE COUNTY (4567)						
	070124B	DISPATCH SERVICES- 1ST QTR	09/03/2024	41,881.61	001-110-6490	DISPATCH/CONTRACT SERVI
	070124B	DISPATCH SERVICES- 1ST QTR	09/03/2024	22,551.64	113-110-6199	DISPATCH BENEFITS
	090124	FY 2025 ASSESSMENT- SEPT	09/03/2024	5,191.67	004-290-6499	LANDFILL SERVICES
	19832	R L FISHER AIRPORT BUSINESS PK	09/03/2024	26.00	001-620-6418	TAXES
	21537	PROP TAX SE NE PARCEL B - LOT 1	09/03/2024	8.00	001-620-6418	TAXES
	21538	PROP TAX_NE SE LOT 1 - LYING NE'L	09/03/2024	8.00	001-620-6418	TAXES
	512384	LANDFILL DISPOSAL	09/03/2024	357.58	610-816-6379	LANDFILL/SLUDGE
	512578	LANDFILL DISPOSAL	09/03/2024	290.32	610-816-6379	LANDFILL/SLUDGE
	512879	LANDFILL DISPOSAL	09/03/2024	316.54	610-816-6379	LANDFILL/SLUDGE
	514625	LANDFILL DISPOSAL	09/03/2024	329.08	610-816-6379	LANDFILL/SLUDGE
	514720	LANDFILL DISPOSAL	09/03/2024	328.32	610-816-6379	LANDFILL/SLUDGE
	515783	LANDFILL DISPOSAL	09/03/2024	101.08	610-816-6750	CAPITAL IMPROVE-BUILDING
	516087	LANDFILL DISPOSAL	09/03/2024	318.82	610-816-6379	LANDFILL/SLUDGE
	516194	LANDFILL DISPOSAL	09/03/2024	320.72	610-816-6379	LANDFILL/SLUDGE
	516266	LANDFILL DISPOSAL	09/03/2024	318.44	610-816-6379	LANDFILL/SLUDGE
Total BOONE COUNTY (4567):				72,347.82		
BOONE COUNTY HOSPITAL (167)						
	082424	FRC- PERGULA (ADULT DAY)	09/03/2024	1,274.87	361-750-6799	FRC LOCAL GRANT EXPENS
Total BOONE COUNTY HOSPITAL (167):				1,274.87		
BOONE COUNTY RECORDER (178)						
	242184	RECORDING FEES- QUIT CLAIM DEE	09/03/2024	5.00	001-620-6405	RECORDING/COURT FEES
	242336	RECORDING FEES- WARRANTY DEE	09/03/2024	17.00	001-620-6405	RECORDING/COURT FEES
Total BOONE COUNTY RECORDER (178):				22.00		
BOONE HARDWARE (1963)						
	19689/1	WALL REPAIR CITY HALL	09/03/2024	7.48	001-650-6310	REPAIRS
	19692/1	CHALK LINE	09/03/2024	10.99	110-210-6599	SUPPLIES
Total BOONE HARDWARE (1963):				18.47		
BOONE NEWS REPUBLICAN (4622)						
	10415678	PUBLIC HEARING NOTICE	09/03/2024	31.20	001-170-6599	PLAN & ZONING ADMINIS
	10428930	NOTICE- RL FISHER PARK EASEMENT	09/03/2024	43.80	001-620-6414	PUBLICATIONS
	10429449	PUBLIC HEARING- \$1.7 MIL WATER S	09/03/2024	42.60	600-810-6414	PUBLICATIONS
	10429458	PUBLIC HEARING - \$780,000 SEWER	09/03/2024	43.20	610-815-6414	PUBLICATIONS
	10446584	PUBLIC HEARING NOTICE	09/03/2024	30.60	001-170-6599	PLAN & ZONING ADMINIS
Total BOONE NEWS REPUBLICAN (4622):				191.40		
BUILDERS FIRST SOURCE (3867)						
	73719314	TRAINING DOOR PROP WOOD	09/03/2024	82.60	001-150-6240	TRAVEL/CONF/TRAINING EX
	89478029	6TH & FREMONT INTAKE	09/03/2024	85.76	740-865-6320	GROUND S MAINT & REPAIRS
Total BUILDERS FIRST SOURCE (3867):				168.36		
CENTRAL IA READY MIX (3871)						
	760661	CITY HALL STREET PATCH	09/03/2024	1,175.00	110-210-6399	REPAIRS-STREET
	760662	CITY HALL STREET PATCH	09/03/2024	2,070.50	110-210-6399	REPAIRS-STREET

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total CENTRAL IA READY MIX (3871):				3,245.50		
CENTRAL IOWA BUILDING SUPPLY (1955)						
	1022993	PIPE FOR SCREED	09/03/2024	516.12	110-210-6399	REPAIRS-STREET
Total CENTRAL IOWA BUILDING SUPPLY (1955):				516.12		
CENTRAL IOWA HOSPITAL CORP (4422)						
	234054	PHYSICAL-NEW FIREFIGHTER X2	09/03/2024	1,819.08	112-930-6150	GROUP INSURANCE PAYME
Total CENTRAL IOWA HOSPITAL CORP (4422):				1,819.08		
CINTAS CORPORATION (3731)						
	5224717617	MED CAB REFILL-CITY HALL	09/03/2024	97.72	001-650-6599	MISCELLANEOUS
	5226889249	MEDICINE CABINET	09/03/2024	104.36	600-812-6599	SUPPLIES
Total CINTAS CORPORATION (3731):				202.08		
CITY OF BOONE (479)						
	080224	WATER/SEWER BILL FRC	09/03/2024	647.11	730-899-6371	UTILITIES/FAMILY RESOURC
Total CITY OF BOONE (479):				647.11		
CJ COOPER & ASSOCIATES, INC (4734)						
	272143	EMPLOYEE LAB/MRO FEE	09/03/2024	50.00	112-930-6150	GROUP INSURANCE PAYME
	274062	CLEARING HOUSE PRE EMPLOYMEN	09/03/2024	10.00	112-930-6150	GROUP INSURANCE PAYME
Total CJ COOPER & ASSOCIATES, INC (4734):				60.00		
CONTRACTOR SOLUTIONS LLC (4732)						
	1-557799	MANHOLE HOOKS	09/03/2024	135.00	600-812-6599	SUPPLIES
	1-557799	MANHOLE HOOKS	09/03/2024	135.00	610-817-6599	SUPPLIES
Total CONTRACTOR SOLUTIONS LLC (4732):				270.00		
CORE & MAIN LP (3929)						
	V414553	FIRE HYDRANT EXTENSION	09/03/2024	725.00	600-812-6351	HYDRANTS
	V487191	METER SPOOL	09/03/2024	264.62	600-812-6727	METERS
Total CORE & MAIN LP (3929):				989.62		
DAKOTA SUPPLY GROUP (2892)						
	S103899887	22ND & TAMA CULVERT PARTS	09/03/2024	536.29	740-865-6324	DRAINAGE IMPROVEMENTS
	S103900043	ADA SIDEWALK PANELS	09/03/2024	2,640.00	110-210-6490	ADA SIDEWALK/RESIDENTIA
	S103958840	7TH & 8TH CRAWFORD MAIN PARTS	09/03/2024	2,622.54	600-812-6350	MAIN & VALVE WORK
Total DAKOTA SUPPLY GROUP (2892):				5,798.83		
DIAMOND VOGEL PAINTS (487)						
	203288331	PAINT SPRAYER BEAD GUN	09/03/2024	368.00	110-210-6727	EQUIPMENT
Total DIAMOND VOGEL PAINTS (487):				368.00		
ECOLAB INSTITUTIONAL (3696)						
	6005515	PEST CONTROL-WW	09/03/2024	113.40	610-816-6495	SERVICE/PEST CONTROL

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total ECOLAB INSTITUTIONAL (3696):				113.40		
FIRSTNET (4433)						
	072824B	PHONE & I PAD SERVICE FOR FD & R	09/03/2024	213.65	001-180-6373	TELEPHONE,RADIO,PAGERS
Total FIRSTNET (4433):				213.65		
GRAINGER (679)						
	9218255660	REPAIR PARTS	09/03/2024	47.70	600-811-6350	REPAIRS
Total GRAINGER (679):				47.70		
GRAYMONT WESTERN LIME INC (4147)						
	35-227593 RI	CHEMICALS-LIME GRAYMONT WESTE	09/03/2024	7,825.77	600-811-6501	CHEMICALS
Total GRAYMONT WESTERN LIME INC (4147):				7,825.77		
HACH COMPANY (702)						
	14138266	LAB CHEMICALS HACH COMPANY	09/03/2024	1,938.56	600-811-6501	CHEMICALS
	14143282	LAB CHEMICALS HACH COMPANY	09/03/2024	300.24	600-811-6501	CHEMICALS
Total HACH COMPANY (702):				2,238.80		
HAWKINS WATER TREATMENT GROUP (595)						
	6836853	CHEMICALS-CHLORINE	09/03/2024	10.00	600-811-6501	CHEMICALS
	6840423	CHLORINE/HYDROFLUSILIC ACID	09/03/2024	8,006.73	600-811-6501	CHEMICALS
Total HAWKINS WATER TREATMENT GROUP (595):				8,016.73		
HULL PLUMBING AND HEATING (1953)						
	18068	REPAIR-TOILET	09/03/2024	289.66	730-899-6399	FRC-REPAIRS
Total HULL PLUMBING AND HEATING (1953):				289.66		
IA DNR (4570)						
	0819001	WASTEWATER PERMIT IOWA DNR	09/03/2024	1,275.00	610-816-6491	SERVICE/STATE LICENSES
Total IA DNR (4570):				1,275.00		
INFOMAX OFFICE SYSTEMS INC (3658)						
	37245323	CITY HALL PRINTING CONTRACT	09/03/2024	54.26	110-211-6506	SUPPLIES/OFFICE
	37245323	CITY HALL PRINTING CONTRACT	09/03/2024	97.59	001-170-6506	SUPPLIES/OFFICE
	37245323	CITY HALL PRINTING CONTRACT	09/03/2024	84.22	001-620-6599	MISC/MAINTENANCE AGREM
	37245323	CITY HALL PRINTING CONTRACT	09/03/2024	162.78	600-810-6505	EQUIPMENT/OFFICE
	37245323	CITY HALL PRINTING CONTRACT	09/03/2024	162.78	610-815-6505	EQUIPMENT/OFFICE
Total INFOMAX OFFICE SYSTEMS INC (3658):				561.63		
INTERNATIONAL CODE COUNCIL (841)						
	Q15.0000004	ICC ANNUAL MEMBERSHIP	09/03/2024	160.00	001-170-6220	MEMBERSHIPS/SUBSCRIPTI
Total INTERNATIONAL CODE COUNCIL (841):				160.00		
IOWA PRISON INDUSTRIES (833)						
	039736	TRAFFIC SIGNS	09/03/2024	927.74	110-210-6509	SIGNS/POSTS/SIGNALS
	039810	HANDICAP SIGN POLE BASE	09/03/2024	162.00	390-750-6761	DOWNTOWN PAVING - CONS
	039820	HANDICAP PARKING SIGNS	09/03/2024	171.60	110-210-6509	SIGNS/POSTS/SIGNALS

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total IOWA PRISON INDUSTRIES (833):				1,261.34		
JEREMY AND CONNIE FERGUSON (4727)						
	082224	1627 HARRISON ST- HOUSING INCEN	09/03/2024	10,000.00	386-750-6440	HOUSING INCENTIVE PROG
Total JEREMY AND CONNIE FERGUSON (4727):				10,000.00		
JOEL WALTZ (4726)						
	072124	SIDEWALK PROGRAM- RES.	09/03/2024	1,000.00	110-210-6490	ADA SIDEWALK/RESIDENTIA
Total JOEL WALTZ (4726):				1,000.00		
K & R LAWN CARE INC (4278)						
	59883	NUISANCE MOWING K & R LAWN CAR	09/03/2024	390.00	001-198-6498	WEED/SNOW
Total K & R LAWN CARE INC (4278):				390.00		
KIESLER'S POLICE SUPPLY (4028)						
	IN244879	308 AMMO	09/03/2024	807.58	001-110-6240	TRAVEL/CONF/TRAINING EX
Total KIESLER'S POLICE SUPPLY (4028):				807.58		
KIMBALL MIDWEST (1024)						
	101906206	CREDIT FOR NUTS	09/03/2024	77.05-	110-210-6599	SUPPLIES
Total KIMBALL MIDWEST (1024):				77.05-		
KYLE'S GARAGE DOORS (4521)						
	10018	OVERHEAD DOOR REPAIR- WEST DO	09/03/2024	660.00	001-110-6399	BUILDING MAINT/REPAIR
Total KYLE'S GARAGE DOORS (4521):				660.00		
LOGAN CONTRACTORS SUPPLY, INC (1119)						
	E20747	CONCRETE TOOLS	09/03/2024	388.10	110-210-6399	REPAIRS-STREET
Total LOGAN CONTRACTORS SUPPLY, INC (1119):				388.10		
MACQUEEN EQUIPMENT (3502)						
	P23964	STREET SWEEPER PARTS	09/03/2024	1,476.54	110-210-6350	REPAIRS-EQUIP/MECHANIC
	P23970	STREET SWEEPER PARTS	09/03/2024	171.92	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total MACQUEEN EQUIPMENT (3502):				1,648.46		
MANATTS (1148)						
	082724-2	STORY ST PAVING PAY REQ 2	09/03/2024	304,833.82	391-750-6790	DOWNTOWN PAVING PRJ-C
Total MANATTS (1148):				304,833.82		
MARCIA MILLER (4731)						
	081424	PROPERTY PROTECTION PROGRAM	09/03/2024	250.00	740-865-6499	I AND I PROJECT (PPP)
Total MARCIA MILLER (4731):				250.00		
MARTIN MARIETTA MATERIALS (1167)						
	43395178	GRAVEL-STOCK	09/03/2024	1,113.04	110-210-6507	GRAVEL
	43424918	GRAVEL-STOCK	09/03/2024	1,118.22	110-210-6507	GRAVEL

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total MARTIN MARIETTA MATERIALS (1167):				2,231.26		
MASTER BLASTERS INC (4728)						
	001442	CLARIFIER SANDBLASTING AND PAINT	09/03/2024	74,000.00	610-816-6350	REPAIRS
Total MASTER BLASTERS INC (4728):				74,000.00		
MASTER METER INC (3088)						
	273690	METER READING SUPPORT	09/03/2024	1,925.00	600-812-6492	SERVICE/METER READERS
Total MASTER METER INC (3088):				1,925.00		
MELLEN & ASSOCIATES, INC (1212)						
	036598	TOWER REPAIR	09/03/2024	1,113.84	600-811-6350	REPAIRS
Total MELLEN & ASSOCIATES, INC (1212):				1,113.84		
MENARDS (4565)						
	95110	CITY HALL STREET PATCH MATERIAL	09/03/2024	228.32	110-210-6399	REPAIRS-STREET
	96145	CITY HALL STREET PATCH MATERIAL	09/03/2024	355.45	110-210-6399	REPAIRS-STREET
Total MENARDS (4565):				583.77		
MIDWEST ALARM SERVICES (1250)						
	458800	FIRE ALARM INSPECTION	09/03/2024	556.80	730-899-6499	SERVICES
Total MIDWEST ALARM SERVICES (1250):				556.80		
MIDWEST QUALITY WHOLESALE (3661)						
	000328400	CUSTODIAL SUPPLIES	09/03/2024	179.50	001-150-6599	MISC/SUPPLIES
	000328825	PAPER TOWELS	09/03/2024	219.00	110-210-6599	SUPPLIES
Total MIDWEST QUALITY WHOLESALE (3661):				398.50		
NORTH RISK PARTNERS LLC (4264)						
	4620	411 MEDICAL CLAIMS	09/03/2024	402.63	112-930-6150	GROUP INSURANCE PAYME
Total NORTH RISK PARTNERS LLC (4264):				402.63		
NORTH STAR FISH HATCHERY (4670)						
	7504	FISH	09/03/2024	233.75	610-816-6599	MISCELLANEOUS
Total NORTH STAR FISH HATCHERY (4670):				233.75		
OPENCOM (2160)						
	63382	INTERNET SERVICES - WW	09/03/2024	68.95	610-816-6373	TELEPHONE
	63382	INTERNET SERVICES - CEMETARY	09/03/2024	85.95	001-450-6373	TELEPHONE
Total OPENCOM (2160):				154.90		
P1P CANOPY (4736)						
	8BED5C05-0	TENT FOR REHABILITATION	09/03/2024	2,249.00	168-150-6499	FIRE TRUST ACCOUNT
Total P1P CANOPY (4736):				2,249.00		
PAMELA MCCLAIN (4729)						
	080924	SEWEING NEW PATCHES FOR ALL PD	09/03/2024	1,140.00	001-110-6599	POLICE EQUIP/SUPPLIES

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total PAMELA MCCLAIN (4729):				1,140.00		
PITNEY BOWES GLOBAL FINANCIAL SERVICES L (1418)						
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	25.56	001-110-6508	POSTAGE
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	1.70	001-240-6508	POSTAGE
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	1.70	001-150-6508	POSTAGE
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	8.52	001-170-6508	POSTAGE
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	6.84	001-620-6508	POSTAGE
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	17.04	110-211-6508	POSTAGE
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	30.68	600-810-6508	POSTAGE
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	30.68	610-815-6508	POSTAGE
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	1.70	001-450-6508	POSTAGE
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	3.41	001-280-6508	POSTAGE
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	6.82	001-430-6508	POSTAGE
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	1.70	001-435-6508	POSTAGE
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	17.04	001-410-6508	POSTAGE
	3319527739	QUARTERLY POSTAGE MACHINE LEA	09/03/2024	17.04	001-180-6508	POSTAGE
Total PITNEY BOWES GLOBAL FINANCIAL SERVICES L (1418):				170.43		
PIVOT CONSTRUCTION LLC (4709)						
	1097	225 13TH STREET- CIHTF GRANT	09/03/2024	10,000.00	316-750-6795	2024 CENTRAL IA HOUSING
Total PIVOT CONSTRUCTION LLC (4709):				10,000.00		
PORTABLE PRO (2132)						
	80301	PORTABLE TOILET GREENSPACE	09/03/2024	165.00	008-499-6371	UTILITIES
Total PORTABLE PRO (2132):				165.00		
PREFERRED PEST MANAGEMENT (3916)						
	317630	PEST CONTROL-CITY HALL	09/03/2024	73.00	001-650-6499	SERVICES/PEST CONTROL
Total PREFERRED PEST MANAGEMENT (3916):				73.00		
R & W POWER (1552)						
	21281	WEEDEATER BLADES	09/03/2024	27.98	110-210-6599	SUPPLIES
	21305	WEEDEATER FUEL AND BLADES	09/03/2024	169.93	110-210-6599	SUPPLIES
Total R & W POWER (1552):				197.91		
RAFAEL MENDOZA (4725)						
	071524	SIDEWALK PROGRAM - RES.	09/03/2024	750.00	110-210-6490	ADA SIDEWALK/RESIDENTIA
Total RAFAEL MENDOZA (4725):				750.00		
RELIANT FIRE APPARATUS INC (3304)						
	5CI000353	COOLANT SENSOR	09/03/2024	122.14	001-150-6332	REPAIRS
	5CI000362	TRUCK 66 MIRROR	09/03/2024	211.40	001-150-6332	REPAIRS
Total RELIANT FIRE APPARATUS INC (3304):				333.54		
RELIANT GASES LTD (3866)						
	130-1619060	CHEMICALS-CO2 RELIANT GASES LT	09/03/2024	3,450.25	600-811-6501	CHEMICALS
Total RELIANT GASES LTD (3866):				3,450.25		

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
RICHARD O GROVE (695)						
	081524	411 RX REIMBURSEMENT	09/03/2024	17.98	112-930-6150	GROUP INSURANCE PAYME
Total RICHARD O GROVE (695):				17.98		
RODNEY HUNT INC (4119)						
	SP24-014	VLR REPAIRS	09/03/2024	2,830.00	610-816-6350	REPAIRS
Total RODNEY HUNT INC (4119):				2,830.00		
SHORT ELLIOTT HENDRICKSON INC (3861)						
	467831	WATER TREATMENT IMPROV 23/24	09/03/2024	3,300.00	400-750-6407	2023-24 WATER IMPROV-EN
	471374	RAS PUMP - CONST ENG	09/03/2024	504.00	610-816-6407	OPERATIONS ENGINEERING
	471375	23-24 WWTF IMPROVEMENTS	09/03/2024	11,360.00	404-750-6407	23/24 WW IMPROVEMENT-E
	471376	23-24 WATER IMPROVEMENTS	09/03/2024	5,500.00	400-750-6407	2023-24 WATER IMPROV-EN
	471377	STORY ST CONST ENGINEER	09/03/2024	19,907.64	390-750-6407	DOWNTOWN PAVING - ENGI
	471378	WW FACILITY PLAN	09/03/2024	23,400.00	610-816-6407	OPERATIONS ENGINEERING
	471378	ANTIDEGRADATION ANALYSIS	09/03/2024	3,700.00	610-816-6407	OPERATIONS ENGINEERING
	471378	NUTRIENT REDUCTION FEASIBILITY	09/03/2024	5,950.00	610-816-6407	OPERATIONS ENGINEERING
	471379	GENERAL ENGINEERING	09/03/2024	188.59	001-620-6407	ENGINEERING FEES/CITY
	471379	LANDUS SEWER DISCHARGE	09/03/2024	270.22	610-815-6407	GENERAL ENGINEERING
	471379	PRAIRIE PLACE PLAN REVIEW	09/03/2024	2,029.48	001-620-6407	ENGINEERING FEES/CITY
	471379	KRUCK PARKING LOT REVIEW	09/03/2024	132.35	001-620-6407	ENGINEERING FEES/CITY
	471379	UV PROJECT ASSISTANCE	09/03/2024	135.13	388-750-6490	UV DISINFECTION-CONST E
	471379	RR QUIET ZONE	09/03/2024	363.68	110-211-6407	ENGINEERING
	471386	WATER SYSTEM REPORT	09/03/2024	18,330.00	600-811-6407	WATER OPERATION ENGINE
Total SHORT ELLIOTT HENDRICKSON INC (3861):				95,071.09		
SIRCHIE ACQUISITION CO LLC (1626)						
	0659606-IN	BLOOD/URINE TEST KITS QTY 10	09/03/2024	126.50	001-110-6599	POLICE EQUIP/SUPPLIES
	0659639-IN	BLOOD/URINE TEST KITS QTY 20	09/03/2024	243.78	001-110-6599	POLICE EQUIP/SUPPLIES
Total SIRCHIE ACQUISITION CO LLC (1626):				370.28		
SPEER FINANCIAL INC (1643)						
	082224	2024 WW SRF BOND FEES	09/03/2024	3,000.00	404-710-6899	23/24 SEWER PLANT BOND F
	082224A	24/25 WATER SRF BOND FEE	09/03/2024	3,000.00	400-710-6899	23/24 WATER PLANT BOND F
Total SPEER FINANCIAL INC (1643):				6,000.00		
STAPLES ADVANTAGE (3779)						
	6001391413	FINANCE OFFICER- ARMS FOR COMP	09/03/2024	28.77	001-620-6506	SUPPLIES/OFFICE
	6001391413	FINANCE OFFICER- ARMS FOR COMP	09/03/2024	28.77	110-211-6506	SUPPLIES/OFFICE
	6001391413	FINANCE OFFICER- ARMS FOR COMP	09/03/2024	28.77	600-810-6506	SUPPLIES/OFFICE
	6001391413	FINANCE OFFICER- ARMS FOR COMP	09/03/2024	28.77	610-815-6506	SUPPLIES/OFFICE
	6002335057	UTILITY BILLING SUPERVISOR FOOT	09/03/2024	18.02	600-810-6506	SUPPLIES/OFFICE
	6002335057	UTILITY BILLING SUPERVISOR FOOT	09/03/2024	18.01	610-815-6506	SUPPLIES/OFFICE
	6007691315	REC DIRECTOR OFFICE SUPPLIES	09/03/2024	13.33	002-440-6599	SUPPLIES
	6008381213	BUSINESS CARDS-ECKARD	09/03/2024	8.50	001-620-6506	SUPPLIES/OFFICE
	6008381213	BUSINESS CARDS-ECKARD	09/03/2024	8.50	600-810-6506	SUPPLIES/OFFICE
	6008381213	BUSINESS CARDS-ECKARD	09/03/2024	8.50	610-815-6506	SUPPLIES/OFFICE
	6008381213	BUSINESS CARDS-ECKARD	09/03/2024	8.49	110-211-6506	SUPPLIES/OFFICE
Total STAPLES ADVANTAGE (3779):				198.43		
STATE HYGIENIC LABORATORY (802)						
	283040	KATE SHELLEY MAIN BREAK	09/03/2024	29.00	600-812-6490	LAB ANALYSIS/STATE

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
Total STATE HYGIENIC LABORATORY (802):				29.00		
STORY COUNTY TREASURER (2460)						
	080924	DRUG TASK FORCE	09/03/2024	2,065.79	167-110-6599	TRUST/DRUG PURCHASE
Total STORY COUNTY TREASURER (2460):				2,065.79		
STRAND ASSOCIATES INC (4358)						
	0214457	UV POST CONS SERVICES	09/03/2024	3,907.25	388-750-6490	UV DISINFECTION-CONST E
Total STRAND ASSOCIATES INC (4358):				3,907.25		
TA'S TREE SERVICE (4735)						
	409	STUMP GRINDING- STORY PAVING P	09/03/2024	3,150.00	390-750-6761	DOWNTOWN PAVING - CONS
Total TA'S TREE SERVICE (4735):				3,150.00		
UTILITY SERVICE COMPANY, INC. (3743)						
	SI99051	LAB SAMPLING	09/03/2024	159.50	600-812-6490	LAB ANALYSIS/STATE
Total UTILITY SERVICE COMPANY, INC. (3743):				159.50		
VAN WALL EQUIPMENT INC (4221)						
	6326017	MOWER REPAIR	09/03/2024	116.60	600-811-6310	BUILDING & GROUNDS
	6327761	MOWER SPINDLE AND BLADES 62	09/03/2024	313.93	110-210-6350	REPAIRS-EQUIP/MECHANIC
Total VAN WALL EQUIPMENT INC (4221):				430.53		
VERIZON WIRELESS SERVICES LLC (1822)						
	082624	WIRELESS SERVICE-PARK IPAD	09/03/2024	30.02	001-430-6373	TELEPHONE
	082624	WIRELESS SERVICE-CEMETERY IPAD	09/03/2024	30.02	001-450-6373	TELEPHONE
	082624	WIRELESS SERVICE-PW TABLETS 2	09/03/2024	81.19	110-211-6373	TELEPHONE
	082624	WIRELESS SERVICE-LIBRARY CELL	09/03/2024	63.75	001-410-6373	TELEPHONE
	082624	WIRELESS SERVICE-POOL DESK PH	09/03/2024	28.87	001-435-6373	TELEPHONE
Total VERIZON WIRELESS SERVICES LLC (1822):				233.85		
WALMART (4284)						
	072091	CONCESSION SUPPLIES	09/03/2024	192.18	001-435-6503	POOL CONCESSION SUPPLI
	204595	CONCESSION SUPPLIES	09/03/2024	12.04	001-435-6503	POOL CONCESSION SUPPLI
	424585	CONCESSION SUPPLIES	09/03/2024	13.94	001-435-6503	POOL CONCESSION SUPPLI
	644879750	LAUNDRY SOAP	09/03/2024	37.88	001-150-6399	LAUNDRY
	645291031	SRP GIFTCARDS, INCENTIVES	09/03/2024	25.00	169-410-6599	LIBRARY/MEMORIAL FUND
	645291605	SRP GIFT CARDS, INCENTIVES	09/03/2024	75.00	169-410-6599	LIBRARY/MEMORIAL FUND
	774712	BATTER BACKUP FOR CHIEF'S COMP	09/03/2024	77.00	001-110-6506	SUPPLIES/OFFICE
	990251	ADULT DVDS	09/03/2024	39.92	001-410-6502	BOOKS/LIBRARY MATERIALS
Total WALMART (4284):				472.96		
WINNING SOLUTIONS INC (3651)						
	20240532	ONLINE APP HOSTING	09/03/2024	174.00	001-180-6499	CONTRACTUAL SERVICES
	20240532	ONLINE APP HOSTING	09/03/2024	174.00	610-815-6419	COMPUTER UPDATE
	20240532	ONLINE APP HOSTING	09/03/2024	174.00	600-810-6419	COMPUTER UPDATE
Total WINNING SOLUTIONS INC (3651):				522.00		

Contact	Invoice	Description	Due Date	Total Cost	GL Account	GL Account Description
XEROX CORPORATION (3807)						
	504550157	COPIER AGREEMENT-WW	09/03/2024	54.49	610-816-6506	OFFICE SUPPLIES
Total XEROX CORPORATION (3807):				54.49		
Grand Totals:				664,170.57		

Report GL Period Summary

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
1ST CHECKS	25	DAVID ADES	083024	CAR ALLOWANCE- SEPT	250.00	221268	09/01/2024
Total 25:					250.00		
LIBRARY	45	ALLIANT ENERGY	082124-E	UTILITIES-ELECTRICITY	4,049.86	221197	08/21/2024
LIBRARY			082124-G	UTILITIES-GAS	74.97	221197	08/21/2024
Total 45:					4,124.83		
LIBRARY	311	CENTER POINT PUBLISH	2109231	LP BOOKS/ENRICH MATE	581.28	221201	08/21/2024
Total 311:					581.28		
LIBRARY	320	BOONE CHAMBER OF C	57536	GIFT CHECK	25.00	221200	08/21/2024
LIBRARY			57536	GIFT CHECK	50.00	221200	08/21/2024
Total 320:					75.00		
LIBRARY	479	CITY OF BOONE	509	POOL PARTY, SRP	300.00	221203	08/21/2024
Total 479:					300.00		
LIBRARY	612	CHASE	03071G5394	GIFT CARDS, YA/ADULT	100.00	221202	08/21/2024
LIBRARY			080724	DSM REG SUBSCRIPTIO	56.45	221202	08/21/2024
LIBRARY			19033648	GIFT CARDS, SRP INCEN	200.00	221202	08/21/2024
LIBRARY			2408024083	LIBRARY FAX	33.57	221202	08/21/2024
LIBRARY			5842126132	GIFT CARD, SRP INCENT	26.00	221202	08/21/2024
LIBRARY			9816196	NEWSLETTER ONLINE M	48.15	221202	08/21/2024
LIBRARY			MC09816196	CREDIT FOR TAX	3.15-	221202	08/21/2024
Total 612:					461.02		
LIBRARY	867	INGRAM BOOK COMPAN	77228577	JUVENILE FIC BOOK RET	8.62-	221207	08/21/2024
LIBRARY			78274943	JUVENILE FICTION BOO	17.27-	221207	08/21/2024
LIBRARY			78928208	FICTION BOOK RETURN	18.40-	221207	08/21/2024
LIBRARY			80158287	NONFICTION BOOK RET	38.95-	221207	08/21/2024
LIBRARY			81359679	CREDIT JUV FICT BOOK	9.19-	221207	08/21/2024
LIBRARY			81803444	FICTION BOOK RETURN	17.25-	221207	08/21/2024
LIBRARY			82646368	LIBRARY MATERIALS IN	35.33	221207	08/21/2024
LIBRARY			82646369	LIBRARY MATERIALS IN	19.69	221207	08/21/2024
LIBRARY			82646370	LIBRARY MATERIALS IN	10.75	221207	08/21/2024
LIBRARY			82646371	LIBRARY MATERIALS IN	76.89	221207	08/21/2024
LIBRARY			82646372	JNF FENTON BOOKS	26.97	221207	08/21/2024
LIBRARY			82689061	LIBRARY MATERIALS IN	4.26	221207	08/21/2024
LIBRARY			82689062	FRIENDS BABY BOOKS	16.00	221207	08/21/2024
LIBRARY			82689063	LIBRARY MATERIALS IN	12.31	221207	08/21/2024
LIBRARY			82689064	LIBRARY MATERIALS IN	20.52	221207	08/21/2024
LIBRARY			82689065	LIBRARY MATERIALS IN	31.81	221207	08/21/2024
LIBRARY			82689066	LIBRARY MATERIALS IN	64.89	221207	08/21/2024
LIBRARY			82689067	LIBRARY MATERIALS IN	28.93	221207	08/21/2024
LIBRARY			82740230	LIBRARY MATERIALS IN	13.23	221207	08/21/2024
LIBRARY			82740231	LIBRARY MATERIALS IN	32.88	221207	08/21/2024
LIBRARY			82740232	LIBRARY MATERIALS IN	9.63	221207	08/21/2024
LIBRARY			82740233	LIBRARY MATERIALS IN	27.60	221207	08/21/2024

PAID BILLS

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
LIBRARY			82740234	LIBRARY MATERIALS IN	21.46	221207	08/21/2024
LIBRARY			82740235	LIBRARY MATERIALS IN	65.66	221207	08/21/2024
LIBRARY			82740236	LIBRARY MATERIALS IN	412.50	221207	08/21/2024
LIBRARY			82853216	LIBRARY MATERIALS IN	17.37	221207	08/21/2024
LIBRARY			82853217	LIBRARY MATERIALS IN	11.80	221207	08/21/2024
LIBRARY			82853218	LIBRARY MATERIALS IN	28.87	221207	08/21/2024
LIBRARY			82853219	LIBRARY MATERIALS IN	17.43	221207	08/21/2024
LIBRARY			82853220	LIBRARY MATERIALS IN	3.01	221207	08/21/2024
LIBRARY			82853221	LIBRARY MATERIALS IN	7.91	221207	08/21/2024
LIBRARY			82853222	LIBRARY MATERIALS IN	11.48	221207	08/21/2024
LIBRARY			82853223	LIBRARY MATERIALS IN	196.19	221207	08/21/2024
LIBRARY			82853224	LIBRARY MATERIALS IN	229.65	221207	08/21/2024
LIBRARY			82875262	LIBRARY MATERIALS IN	13.47	221207	08/21/2024
LIBRARY			82875263	LIBRARY MATERIALS IN	13.65	221207	08/21/2024
LIBRARY			82875264	LIBRARY MATERIALS IN	19.21	221207	08/21/2024
LIBRARY			82875265	LIBRARY MATERIALS IN	13.17	221207	08/21/2024
LIBRARY			82938856	LIBRARY MATERIALS IN	34.55	221207	08/21/2024
LIBRARY			82938857	LIBRARY MATERIALS IN	27.53	221207	08/21/2024
LIBRARY			82938858	LIBRARY MATERIALS IN	6.56	221207	08/21/2024
LIBRARY			82938859	LIBRARY MATERIALS IN	40.96	221207	08/21/2024
LIBRARY			82938860	LIBRARY MATERIALS IN	17.54	221207	08/21/2024
LIBRARY			82938861	LIBRARY MATERIALS IN	49.46	221207	08/21/2024
LIBRARY			82938862	LIBRARY MATERIALS IN	10.94	221207	08/21/2024
LIBRARY			82938863	LIBRARY MATERIALS IN	73.31	221207	08/21/2024
LIBRARY			82938864	LIBRARY MATERIALS IN	22.81	221207	08/21/2024
LIBRARY			82938865	LIBRARY MATERIALS IN	33.26	221207	08/21/2024
LIBRARY			82960440	LIBRARY MATERIALS IN	36.70	221207	08/21/2024
LIBRARY			82960441	LIBRARY MATERIALS IN	34.46	221207	08/21/2024
LIBRARY			82960442	LIBRARY MATERIALS IN	17.54	221207	08/21/2024
LIBRARY			82960443	LIBRARY MATERIALS IN	16.79	221207	08/21/2024
LIBRARY			82960444	LIBRARY MATERIALS IN	17.09	221207	08/21/2024
LIBRARY			82960445	LIBRARY MATERIALS IN	10.63	221207	08/21/2024
LIBRARY			82960446	LIBRARY MATERIALS IN	18.19	221207	08/21/2024
LIBRARY			82960447	LIBRARY MATERIALS IN	8.54	221207	08/21/2024
Total 867:					1,881.70		
LIBRARY	1249	MIDWEST TAPE	505519579	JUVENILE DVD	45.73	221211	08/21/2024
LIBRARY			505843806	DIGITAL LIBRARY MATE	512.88	221211	08/21/2024
Total 1249:					558.61		
LIBRARY	1451	QUILL LLC	39692020	SUPPLIES: FOLDERS, PA	185.59	221213	08/21/2024
LIBRARY			39694698	SUPPLIES,FLOOR SWEE	57.91	221213	08/21/2024
LIBRARY			39700353	FLOOR SWEEP	115.82	221213	08/21/2024
LIBRARY			39703593	NOTEBOOKS	12.73	221213	08/21/2024
Total 1451:					372.05		
LIBRARY	1848	WALTERS SANITARY SER	47K15927	TRASH REMOVAL	61.61	221214	08/21/2024
Total 1848:					61.61		
1ST CHECKS	1988	ONDREA ELMQUIST	090124	CAR ALLOWANCE- SEPT	250.00	221270	09/01/2024
Total 1988:					250.00		

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
1ST CHECKS	2482	WILLIAM SKARE	090124	CAR ALLOWANCE- SEPT	100.00	221272	09/01/2024
1ST CHECKS			090124	CAR ALLOWANCE- SEPT	50.00	221272	09/01/2024
1ST CHECKS			090124	CAR ALLOWANCE- SEPT	50.00	221272	09/01/2024
1ST CHECKS			090124	CAR ALLOWANCE- SEPT	100.00	221272	09/01/2024
Total 2482:					300.00		
LIBRARY	2876	GALE/CENGAGE LEARNI	84668311	LARGE PRINT BOOKS	131.16	221204	08/21/2024
Total 2876:					131.16		
LIBRARY	2899	QUALITY ONE	17241	JANITORIAL SERVICE	2,088.00	221212	08/21/2024
Total 2899:					2,088.00		
1ST CHECKS	3478	JIM ROBBINS PC	080124	LEGAL SERVICES - AUG	869.61	221269	09/01/2024
1ST CHECKS			080124	LEGAL SERVICES - AUG	72.47	221269	09/01/2024
1ST CHECKS			080124	LEGAL SERVICES - AUG	72.47	221269	09/01/2024
1ST CHECKS			080124	LEGAL SERVICES - AUG	144.93	221269	09/01/2024
1ST CHECKS			080124	LEGAL SERVICES - AUG	4,856.38	221269	09/01/2024
1ST CHECKS			080124	LEGAL SERVICES - AUG	724.67	221269	09/01/2024
1ST CHECKS			080124	LEGAL SERVICES - AUG	144.93	221269	09/01/2024
1ST CHECKS			080124	LEGAL SERVICES - AUG	144.93	221269	09/01/2024
1ST CHECKS			080124	REIMB OFF EXPNS PER	216.33	221269	09/01/2024
Total 3478:					7,246.72		
LIBRARY	4073	AMAZON CAPITAL SERVI	11WK-VPXY-	ADULT DVD	43.50	221198	08/21/2024
LIBRARY			14JF-JX7G-	JF BOOK	11.99	221198	08/21/2024
LIBRARY			1797-P64C-	SUPPLIES, TP, PAPERTO	141.43	221198	08/21/2024
LIBRARY			1797-P64C-T	JF BOOKS	32.93	221198	08/21/2024
LIBRARY			17TY-VH3P-	BLUEY SUPPLIES, PROG	68.00	221198	08/21/2024
LIBRARY			1CH1-HGQN	ADULT NF BOOK	21.88	221198	08/21/2024
LIBRARY			1CPJ-TVMC-	ADULT CD MUSIC	55.21	221198	08/21/2024
LIBRARY			1JDX-19R9-	JDVD MATERIALS	101.02	221198	08/21/2024
LIBRARY			1KTK-PVNK-	ADULT DVD	.01-	221198	08/21/2024
LIBRARY			1N9X-D3GM-	JNF MEMORIAL BOOKS	20.56	221198	08/21/2024
LIBRARY			1NT4-V7GF-	ADVD	11.95	221198	08/21/2024
LIBRARY			1QY3-P6VV-	ADULT DVD	103.28	221198	08/21/2024
LIBRARY			1R1K-YK1M-	JDVD MATERIALS	14.95	221198	08/21/2024
Total 4073:					626.69		
LIBRARY	4121	MIDAMERICA BOOKS	0040864	JNF FENTON MATERIALS	515.95	221210	08/21/2024
LIBRARY			040876	JNF FENTON MATERIALS	336.35	221210	08/21/2024
Total 4121:					852.30		
LIBRARY	4336	BOOK SYSTEMS INC	138911	BARCODE SCANNER	62.75	221199	08/21/2024
Total 4336:					62.75		
LIBRARY	4384	LIBRARY IDEAS LLC	105117	J AUDIO MEMORIAL MAT	43.08	221208	08/21/2024
Total 4384:					43.08		
LIBRARY	4498	LITTLE PRINCESS PARTI	1148	MOANA CHARACTER VIS	190.00	221209	08/21/2024

Batch	Vendor Number	Name	Invoice Number	Description	Invoice Amount	Check Number	Check Issue Date
Total 4498:					190.00		
LIBRARY	4566	ACCESS SYSTEMS	37044233	COPIER/MONTHLY PRIN	229.14	221196	08/21/2024
LIBRARY			37044234	TRANSITIONAL BILLING 6	133.54	221196	08/21/2024
Total 4566:					362.68		
1ST CHECKS	4571	VISION BANK	082724	ACTIVE SHOOTER TRAIN	359.52	221271	09/01/2024
1ST CHECKS			082724	FIREFIGHTER TRAINING	103.98	221271	09/01/2024
1ST CHECKS			082724	ACTIVE SHOOTER TRAIN	163.06	221271	09/01/2024
1ST CHECKS			082724	ACTIVE SHOOTER TRAIN	40.47	221271	09/01/2024
Total 4571:					667.03		
LIBRARY	4723	GENE GROSS	082824	AUTHOR TALK PROGRA	50.00	221205	08/21/2024
Total 4723:					50.00		
LIBRARY	4724	ICICLE TRICYCLES	22947	LIBRARY BOOK BIKE	5,750.00	221206	08/21/2024
Total 4724:					5,750.00		
Grand Totals:					27,286.51		

Report Criteria:
 Detail report type printed

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3265

APPROVING SALARY, BENEFITS AND EMPLOYMENT AGREEMENT FOR THE
POSTION OF ACCOUNTS PAYABLE/PAYROLL SPECIALIST

WHEREAS, the City desires to fill a full-time vacant Accounts Payable/Payroll Specialist Position in the Central Business Office, for the City of Boone, Iowa; and

WHEREAS, the City desires this position to be responsible for all accounts payable, payroll, and assist in human resource duties; and

WHEREAS, the City of Boone posted the job opening on multiple online media sources from July 30, 2024 through August 11, 2024; and

WHEREAS, the Hiring Committee consisting of William Skare, Christina Weir, and Ondrea Elmquist reviewed applications and conducted in-person interviews with the top two (2) candidates; and

WHEREAS, it is the Hiring Committee's recommendation to fill the Accounts Payable/Payroll Specialist Position with the hiring of Kathy Sue LaRue.

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

Section 1: That Kathy Sue LaRue is hereby hired to fill the position of the Accounts Payable/Payroll Specialist effective September 3, 2024.

Section 2: That the City will provide certain benefits, establish certain conditions of employment, and set working conditions of the Accounts Payable/Payroll Specialist.

Section 3: That a starting wage shall be set at \$22.00 per hour.

PASSED THIS 3rd day of September, 2024.

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

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

Mayor
City of Boone

Clerk
City of Boone

Veto _____ Date: _____
Mayor - City of Boone

**CITY COUNCIL
CITY OF BOONE, IOWA**

RESOLUTION NO. 3266

AUTHORIZING THE PAYMENT OF \$100,000.00 OR GREATER FOR WORK COMPLETED ON THE STORY STREET/DOWNTOWN MILL AND OVERLAY PROJECT.

WHEREAS, Manatt’s Incorporated has submitted Pay Request Two (2) in the amount of \$304,833.82 for work completed on the Story Street/Downtown Mill and Overlay Project; and

WHEREAS, Manatt’s Incorporated certifies that to the best of their knowledge, all previous progress payments received from the City of Boone for work done under the Contract has been applied on account to discharge Manatt’s legitimate obligations; and title to all Work, materials and equipment incorporated in said Work will pass to the City of Boone at time of payment, and all Work covered by this Pay Request is in accordance with the Contract Documents and is not defective; and

WHEREAS, Short Elliott Hendrickson, Inc. recommends approval of Pay Request Two (2) to Manatt’s Incorporated.

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

Section 1: That payment in the amount of \$304,833.82 shall be made to Manatt’s Incorporated for the work completed on the Story Street/Downtown Mill and Overlay Project.

Section 2: That said invoice has been placed on file with the City of Boone, Iowa, and the same is hereby approved.

PASSED THIS 3rd day of September 2024.

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

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

Mayor
City of Boone

Clerk
City of Boone

Veto _____ Date: _____
Mayor - City of Boone

Contractor's Application for Payment

Owner: <u>City of Boone, Iowa</u>	Owner's Project No.: _____
Engineer: <u>Short Elliott Hendrickson Inc.</u>	Engineer's Project No.: <u>BOONE 177817</u>
Contractor: <u>Manatts, Inc.</u>	Contractor's Project No.: <u>82437</u>
Project: <u>Story Street/Downtown Mill & Overlay Project</u>	
Contract: <u>General Contract</u>	

Application No.: <u>2</u>	Application Date: <u>8/27/2024</u>
Application Period: From <u>7/24/2024</u> to <u>8/23/2024</u>	

1. Original Contract Price	\$ 777,964.95
2. Net change by Change Orders	\$ -
3. Current Contract Price (Line 1 + Line 2)	\$ 777,964.95
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 574,664.23
5. Retainage	
a. <u>5%</u> X \$ 574,664.23 Work Completed	\$ 28,733.21
b. <u>5%</u> X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 28,733.21
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 545,931.02
7. Less previous payments (Line 6 from prior application)	\$ 241,097.20
8. Amount due this application	\$ 304,833.82
9. Balance to finish, including retainage (Line 3 - Line 7 - Line 8)	\$ 232,033.93

Contractor's Certification


The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: Manatts, Inc

Signature:  **Date:** 8/27/24

Recommended by Engineer	Approved by Owner
By: <u></u>	By: _____
Title: <u>Project Manager</u>	Title: _____
Date: <u>8-27-2024</u>	Date: _____
Approved by Funding Agency	
By: <u>NA</u>	
Title: _____	
Date: _____	

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Boone, Iowa	Owner's Project No.:	
Engineer:	Short Elliott Hendrickson Inc.	Engineer's Project No.:	BOONE 177817
Contractor:	Manatts, Inc.	Contractor's Project No.:	82437
Project:	Story Street/Downtown Mill & Overlay Project		
Contract:	General Contract		

Application No.: 2 **Application Period:** From 07/24/24 to 08/23/24 **Application Date:** 08/27/24

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	STORM SEWER, TRENCHED, RCP, 12"	50.00	LF	\$ 112.35	\$ 5,617.50		\$ -		\$ -	0%	\$ 5,617.50
2	STORM SEWER, TRENCHED, PVC, 8"	20.00	LF	\$ 75.15	\$ 1,503.00		\$ -		\$ -	0%	\$ 1,503.00
3	STORM SEWER MANHOLE, SW-401,48"	1.00	EA	\$ 8,800.00	\$ 8,800.00		\$ -		\$ -	0%	\$ 8,800.00
4	STORM SEWER INTAKE, SW-501	18.00	EA	\$ 4,305.00	\$ 77,490.00	8.00	\$ 34,440.00		\$ 34,440.00	44%	\$ 43,050.00
5	STORM SEWER MANHOLE ABANDONMENT	1.00	EA	\$ 1,260.00	\$ 1,260.00	1.00	\$ 1,260.00		\$ 1,260.00	100%	\$ -
6	MANHOLE ADJUSTMENT, MINOR	17.00	EA	\$ 1,500.00	\$ 25,500.00	14.00	\$ 21,000.00		\$ 21,000.00	82%	\$ 4,500.00
7	REMOVE INTAKE	16.00	EA	\$ 577.50	\$ 9,240.00	8.00	\$ 4,620.00		\$ 4,620.00	50%	\$ 4,620.00
8	PAVEMENT, PCC, 8"	140.00	SY	\$ 142.80	\$ 19,992.00	88.30	\$ 12,609.24		\$ 12,609.24	63%	\$ 7,382.76
9	CURB AND GUTTER, 2.5' WIDE, 6" THICK	273.00	LF	\$ 56.10	\$ 15,315.30	336.70	\$ 18,888.87		\$ 18,888.87	123%	\$ (3,573.57)
10	CURB AND GUTTER, 3' WIDE, 6" THICK	122.00	LF	\$ 61.20	\$ 7,466.40	153.40	\$ 9,388.08		\$ 9,388.08	126%	\$ (1,921.68)
11	ASPHALT OVERLAY, SURFACE COURSE, 1/2", PG 58-28S, 2" DE	1,940.00	TON	\$ 104.00	\$ 201,760.00	1,619.63	\$ 168,441.52		\$ 168,441.52	83%	\$ 33,318.48
12	REMOVAL OF SIDEWALK	850.00	SY	\$ 25.50	\$ 21,675.00	995.20	\$ 25,377.60		\$ 25,377.60	117%	\$ (3,702.60)
13	REMOVAL OF DRIVEWAY	65.00	SY	\$ 25.50	\$ 1,657.50	51.00	\$ 1,300.50		\$ 1,300.50	78%	\$ 357.00
14	SIDEWALK, PCC, 4"	670.00	SY	\$ 61.20	\$ 41,004.00	465.97	\$ 28,517.36		\$ 28,517.36	70%	\$ 12,486.64
15	SIDEWALK, PCC, 6"	180.00	SY	\$ 71.40	\$ 12,852.00	111.63	\$ 7,970.38		\$ 7,970.38	62%	\$ 4,881.62
16	DETECTABLE WARNING, CAST IRON	440.00	SF	\$ 51.00	\$ 22,440.00	320.00	\$ 16,320.00		\$ 16,320.00	73%	\$ 6,120.00
17	DRIVEWAY, PAVED, PCC, 6"	65.00	SY	\$ 61.20	\$ 3,978.00	18.00	\$ 1,101.60		\$ 1,101.60	28%	\$ 2,876.40
18	MILLING, 2"	17,570.00	SY	\$ 3.25	\$ 57,102.50	14,099.55	\$ 45,823.54		\$ 45,823.54	80%	\$ 11,278.96
19	PAVEMENT REMOVAL	140.00	SY	\$ 30.60	\$ 4,284.00	269.55	\$ 8,248.23		\$ 8,248.23	193%	\$ (3,964.23)
20	CURB AND GUTTER REMOVAL	395.00	LF	\$ 20.40	\$ 8,058.00	649.50	\$ 13,249.80		\$ 13,249.80	164%	\$ (5,191.80)
21	TRAFFIC SIGNAL LOOP	3.00	EA	\$ 1,732.50	\$ 5,197.50	3.00	\$ 5,197.50		\$ 5,197.50	100%	\$ -
22	PAINTED PAVEMENT MARKINGS, WATERBORNE	180.00	STA	\$ 141.75	\$ 25,515.00		\$ -		\$ -	0%	\$ 25,515.00
23	PAINTED SYMBOLS	33.00	EA	\$ 131.25	\$ 4,331.25		\$ -		\$ -	0%	\$ 4,331.25
24	TEMPORARY TRAFFIC CONTROL	1.00	LS	\$ 30,000.00	\$ 30,000.00	0.75	\$ 22,500.00		\$ 22,500.00	75%	\$ 7,500.00
25	INLET PROTECTION DEVICE	18.00	EA	\$ 168.00	\$ 3,024.00	8.00	\$ 1,344.00		\$ 1,344.00	44%	\$ 1,680.00
26	CONSTRUCTION SURVEY	1.00	LS	\$ 9,429.00	\$ 9,429.00	0.75	\$ 7,071.75		\$ 7,071.75	75%	\$ 2,357.25
27	MOBILIZATION	1.00	LS	\$ 35,000.00	\$ 35,000.00	1.00	\$ 35,000.00		\$ 35,000.00	100%	\$ -
28	CONCRETE WASHOUT	1.00	LS	\$ 4,080.00	\$ 4,080.00	0.75	\$ 3,060.00		\$ 3,060.00	75%	\$ 1,020.00
A.1	PAVEMENT, STAMPED, FULL-DEPTH COLORED, PCC, 8"	360.00	SY	\$ 163.20	\$ 58,752.00	217.33	\$ 35,468.26		\$ 35,468.26	60%	\$ 23,283.74
A.2	PAVEMENT, PCC, 8", MID-BLOCK CROSSING	125.00	SY	\$ 112.20	\$ 14,025.00	100.00	\$ 11,220.00		\$ 11,220.00	80%	\$ 2,805.00
A.3	REMOVAL OF SIDEWALK, MID-BLOCK CROSSING	125.00	SY	\$ 30.60	\$ 3,825.00	120.00	\$ 3,672.00		\$ 3,672.00	96%	\$ 153.00
A.4	SIDEWALK, STAMPED, FULL-DEPTH COLORED, PCC, 4"	175.00	SY	\$ 153.00	\$ 26,775.00	162.90	\$ 24,923.70		\$ 24,923.70	93%	\$ 1,851.30
A.5	PAVEMENT REMOVAL, PEDESTRIAN CROSSING	360.00	SY	\$ 30.60	\$ 11,016.00	217.33	\$ 6,650.30		\$ 6,650.30	60%	\$ 4,365.70
					\$ -		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -
					\$ -		\$ -		\$ -		\$ -
Original Contract Totals					\$ 777,964.95		\$ 574,664.23	\$ -	\$ 574,664.23	74%	\$203,300.72

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 3rd day of September, 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

ORDINANCE NO. 2311

AN ORDINANCE AMENDING ORDINANCE NOS. 1651, 1753, 1767, 1872, 2078, 2171, AND 2191, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED SOUTHEAST BOONE URBAN RENEWAL AREA, IN THE CITY OF BOONE, COUNTY OF BOONE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF BOONE, COUNTY OF BOONE, BOONE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED SOUTHEAST BOONE URBAN RENEWAL AREA (**AMENDMENT NO. 10 TO THE SOUTHEAST BOONE URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Boone, State of Iowa, has heretofore, in Ordinance Nos. 1651, 1753, 1767, 1872, 2078, 2171, and 2191, provided for the division of taxes within the Southeast Boone Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19, Code of Iowa; and

WHEREAS, territory now has been removed from the Southeast Boone Urban Renewal Area through the adoption of Amendment No. 10 to the Southeast Boone Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Southeast Boone Urban Renewal Area, and the continuing needs of redevelopment within the amended Southeast Boone Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Southeast Boone Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance Numbers 1651, 1753, 1767, 1872, 2078, 2171, and 2191 are hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

a) Original Area means that portion of the City of Boone, State of Iowa, described in the Urban Renewal Plan for the Southeast Boone Urban Renewal Area approved by Resolution No. 3 on the 5th day of July, 1989, which Original Area includes the lots and parcels located within the area legally described as follows:

Beginning at the intersection of Twelfth Street and Greene Street; thence East along Twelfth Street to Argo Street; thence South along Argo Street to the corporate limits at Eighth Street; thence Southerly and Southeasterly along the corporate limits line to the east corporate limits; thence Southerly along the Easterly corporate limits line to the south corporate limits; thence West along the South corporate limits line to the West corporate limits; thence northerly along the West corporate limits line to Park Avenue; thence East along Park Avenue to Story Street; thence South along Story Street to Hancock Drive; thence East along Hancock Drive to South Linn Street; thence North along an extension of South Linn Street for one quarter mile; thence East to South Delaware Street extended; thence North along South Delaware Street and South Delaware Street extended for one quarter mile; thence West to the east line of Karst Second Addition; thence North along the east line of Karst Second Addition to First Street; thence East along First Street to Brainard Street; thence North along Brainard Street to Mamie Eisenhower Avenue; thence West along Mamie Eisenhower Avenue to Greene Street; thence North along Greene Street' to the place of beginning.

The Urban Renewal Area includes the full right of way of all streets forming the boundary.

b) Amendment No. 1 did not add or remove land.

c) Amendment No. 2 Area means that portion of the City of Boone, State of Iowa, described in Amendment No. 2 to the Urban Renewal Plan for the Southeast Boone Urban Renewal Area approved by Resolution No. 296 on the 3rd day of May, 1993, which Amendment No. 2 Area includes the lots and parcels located within the area legally described as follows:

THAT part of Section 22, 23, 26 and 27, Township 84 North, Range 26 West of the 5th P.M., Boone County, Iowa, more particularly described as follows: Beginning at a point which is 33 feet South of the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 22; thence North along the West line of said Southeast quarter of the Southeast quarter 1,148.14 feet to the center line of the Chicago & Northwestern Transportation Co. right-of-way (formerly the Fort Dodge, Des Moines & Southern Railroad right-of-way); thence S89°44'E 1,317.02 feet to a point on the East line of said Southeast quarter of the Southeast quarter, which is 1,131.90 feet North of the Southeast corner of said Section 22; thence across part of the South half of the Southwest quarter of said Section 23, S89°44'E 2, 155.00 feet; thence S89°39'E 476.17 feet to a point on the East line of said Southwest quarter which is 1,130.10 feet North of the Southeast corner of said Southwest quarter; thence South 1,130.10 feet to the Southeast corner of said Southwest quarter; thence South along the East line of the Northwest quarter of said Section 26 to a point which is 600.00 feet North of the center of said Section

26; thence West 40.00 feet; thence Northwesterly to a point on the West line of said Section 26 which is 1,515.00 feet South of the Northwest corner of said Section 26; thence Northwesterly to the East line of Delaware Street at the North line of Seventh Street; thence Northwesterly along the North line of Seventh Street to a point which is 7 1/3 rods East of the west line of the Northeast quarter of the Northwest quarter of said Section 27; thence North to a point which is 33.00 feet South of the North line of said Section 27; thence East to the point of beginning.

d) Amendment No. 3 Area means that portion of the City of Boone, State of Iowa, described in Amendment No. 3 to the Urban Renewal Plan for the Southeast Boone Urban Renewal Area approved by Resolution No. 510 on the 6th day of December, 1993, which Amendment No. 3 Area includes the lots and parcels located within the area legally described as follows:

Blocks 140 and 141 Original Boone; and Lots 40-53, Fairground's Addition.

e) Amendment No. 4 Area means that portion of the City of Boone, State of Iowa, described in Amendment No. 4 to the Urban Renewal Plan for the Southeast Boone Urban Renewal Area approved by Resolution No. 964 on the 17th day of August, 1998, which Amendment No. 4 Area includes the lots and parcels located within the area legally described as follows:

The Northeast Quarter (NE¹/₄) of the Southwest Quarter (SW¹/₄), except that part of Parcel "A", (as described in Plat of Survey filed in Book 16, Page 193, in the Boone County Recorders Office), described as Beginning at the Southwest Corner of said Parcel "A"; thence South 88°10'16" East 177.79 feet; thence North 73°59'19" East 135.35 feet; thence North 50°27'33" East 69.30 feet; thence South 89°26' West 362.35 feet; thence South 00°51'47" East 72.20 feet to the point of beginning, containing 0.52 acres, and East 8.77 acres of Lot Two (2) in Southeast Quarter (SE¹/₄) of Southwest Quarter (SW¹/₄), all in Section Three (3), Township Eighty-three (83) North, Range Twenty-six (26), West of the 5th P.M., Boone County, Iowa.

AND

That part of Parcel "A", (as described in Plat of Survey filed in Book 16, Page 193, in the Boone County Recorders Office), described as Beginning at the Southwest Corner of said Parcel "A"; thence South 88°10'16" East 177.79 feet; thence North 73°59'19" East 135.35 feet; thence North 50°27'33" East 69.30 feet; thence South 89°26' West 362.35 feet; thence South 00°51'47" East 72.20 feet to the point of beginning, containing 0.52 acres.

f) Amendment No. 5 Area means that portion of the City of Boone, State of Iowa, described in Amendment No. 5 to the Urban Renewal Plan for the Southeast Boone Urban Renewal Area approved by Resolution No. 1679 on the 6th day of March, 2006, which Amendment No. 5 Area includes the lots and parcels located within the area legally described as follows:

THAT PART OF SECTIONS 22 AND 23, TOWNSHIP 84 NORTH, RANGE 26 WEST OF THE 5TH P.M., BOONE COUNTY, IOWA, MORE PARTICULARLY

DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 33 FEET SOUTH OF THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 22; THENCE NORTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER 1,148.14 FEET TO THE CENTER LINE OF THE CHICAGO & NORTHWESTERN TRANSPORTATION CO. RIGHT-OF-WAY (FORMERLY THE FORT DODGE, DES MOINES & SOUTHERN RAILROAD RIGHT-OF-WAY); THENCE S89°44'E 1,317.02 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, WHICH IS 1,131.90 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE ACROSS PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23, S89°44'E 2,155.00 FEET; THENCE S89°39'E 476.17 FEET TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER WHICH IS 1,130.10 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 TO THE CENTER OF SAID SECTION 23; THENCE NORTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 TO THE NORTHWEST CORNER OF SAID SECTION 23, ALSO BEING THE NORTHEAST CORNER OF SAID SECTION 22; THENCE SOUTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23 TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE SOUTH ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 22 TO FOURTEENTH STREET; THENCE WEST ALONG FOURTEENTH STREET TO ARGO STREET; THENCE SOUTH ALONG ARGO STREET TO A POINT WHICH IS 33.0 FEET SOUTH OF THE SOUTH LINE OF SAID SECTION 22; THENCE EAST TO THE POINT OF BEGINNING.

g) Amendment No. 6 Area means that portion of the City of Boone, State of Iowa, described in Amendment No. 6 to the Urban Renewal Plan for the Southeast Boone Urban Renewal Area approved by Resolution No. 2003 on the 4th day of April, 2011, which Amendment No. 6 Area includes the lots and parcels located within the area legally described as follows:

From the point of beginning, defined as the intersection of the centerline of W. 5th Street and the centerline of Marion Street in Boone, Iowa, proceed easterly on W. 5th Street to the centerline of Division Street; thence northerly on Division Street to the Centerline of 6th Street; thence easterly on 6th Street to the centerline of Greene Street; thence northerly on Greene Street to the centerline of 12th Street; thence easterly on 12th Street to the centerline of Argo Street; thence northerly on Argo

Street to the centerline of 14th Street; thence westerly on 14th Street to the centerline of Linn Street; thence northerly on Linn Street to the centerline of 22nd Street; thence westerly on 22nd Street to the centerline of Crawford Street; thence southerly on Crawford Street to the centerline of 18th Street; thence westerly on 18th Street to Division Street; thence southerly on Division Street to the Centerline of W. 10th Street; thence westerly on W. 10th Street to the centerline of Marion Street; thence southerly on Marion Street to the point of beginning.

AND

The full right-of-way of all roads adjacent to the Amendment #6 Area and the Urban Renewal Area as a whole.

h) Amendment No. 7 did not add or remove land.

i) Amendment No. 8 Area means that portion of the City of Boone, State of Iowa, described in Amendment No. 8 to the Urban Renewal Plan for the Southeast Boone Urban Renewal Area approved by Resolution No. 2181 on the 3rd day of June, 2013, which Amendment No. 8 Area removes the lots and parcels located within the area legally described as follows:

Outlot P of Golf Estates Subdivision, City of Boone, Boone County, Iowa (Parcel #088426342382005) and the east 1,622 feet of Outlot K of Golf Estates Subdivision, City of Boone, Boone County, Iowa (Portion of Parcel #088426342382006)

j) Amendment No. 9 did not add or remove land.

k) Amendment No. 10 Area means that portion of the City of Boone, State of Iowa, described in Amendment No. 10 to the Urban Renewal Plan for the Southeast Boone Urban Renewal Area approved by Resolution No. _____ on the 3rd day of September, 2024, which Amendment No. 10 Area removes the lots and parcels located within the area legally described as follows:

Southeast quarter (¼) of Northeast quarter (¼) of Section thirty-three (33), Township eighty-four (84) North, Range twenty-six (26), West of the 5th P .M., in the City of Boone, Boone County, Iowa, except East three (3) rods; also except Herrald's First addition to Boone, Iowa; also except Parcel A of Southeast quarter (¼) of Northeast quarter (¼) of said Section thirty-three (33), as shown on Plat of Survey recorded in Plat Book 17, Page 302, in the office of the Recorder of Boone County, Iowa.

l) Amended Area means that portion of the City of Boone, State of Iowa, included in the Original Area, Amendment No. 2 Area, Amendment No. 3 Area, Amendment No. 4 Area, Amendment No. 5 Area, and Amendment No. 6 Area, (described above in subsections (a), (c-g), less the Amendment No. 8 Area (described in subsection (i) above) and the Amendment No. 10 Area (described in subsection (k) above).

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Boone, Iowa, Boone Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Original, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Original Area upon the total sum of the assessed value of the taxable property in the Original Area (less the Amendment No. 8 Area and the Amendment No. 10 Area, each removed from the Original Area) as shown on the assessment roll as of January 1, 1988, being January 1 of the calendar year preceding the effective date of Ordinance No. 1651, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to Amendment No. 2 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1992, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1753.

As to Amendment No. 3 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1992, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1767.

As to Amendment No. 4 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1997, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1872.

As to Amendment No. 5 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2005, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2078.

As to Amendment No. 6 Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2010, being the assessment roll applicable to property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 2171.

As to Amendment No. 8 Area, base period taxes shall be reduced in the Original Area due to the removal of property from the Urban Renewal Area.

As to Amendment No. 10 Area, base period taxes shall be reduced in the Original Area due to the removal of property from the Urban Renewal Area.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Boone, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12, Code of Iowa, incurred by the City of Boone, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Amended Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa,(but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Boone, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Amended Area under the provisions of Section 403.19, Code of Iowa. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Area to the maximum period of time allowed by Section 403.19, Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Read First Time: September 3, 2024

Read Second Time: _____, 2024

Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of Boone, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Boone News Republican on _____, 2024.

City Clerk, City of Boone, State of Iowa

(SEAL)

ORDINANCE NO. 2312

AN ORDINANCE PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE SOUTH MARSHALL URBAN RENEWAL AREA, IN CITY OF BOONE, COUNTY OF BOONE STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF BOONE, COUNTY OF BOONE, BOONE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE SOUTH MARSHALL URBAN RENEWAL AREA (**THE SOUTH MARSHALL URBAN RENEWAL PLAN**)

WHEREAS, the City Council of the City of Boone, State of Iowa, after public notice and hearing as prescribed by law and pursuant to Resolution No. 3262 passed and approved on the 3rd day of September, 2024, adopted an Urban Renewal Plan (the "Urban Renewal Plan") for an urban renewal area known as the South Marshall Urban Renewal Area (the "Urban Renewal Area"), which Urban Renewal Area includes the lots and parcels located within the area legally described as follows:

Southeast quarter (¼) of Northeast quarter (¼) of Section thirty-three (33), Township eighty-four (84) North, Range twenty-six (26), West of the 5th P .M., in the City of Boone, Boone County, Iowa, except East three (3) rods; also except Herrald's First addition to Boone, Iowa; also except Parcel A of Southeast quarter (¼) of Northeast quarter (¼) of said Section thirty-three (33), as shown on Plat of Survey recorded in Plat Book 17, Page 302, in the office of the Recorder of Boone County, Iowa.

WHEREAS, expenditures and indebtedness are anticipated to be incurred by the City of Boone, State of Iowa, in the future to finance urban renewal project activities carried out in furtherance of the objectives of the Urban Renewal Plan; and

WHEREAS, the City Council of the City of Boone, State of Iowa, desires to provide for the division of revenue from taxation in the Urban Renewal Area, as above described, in accordance with the provisions of Section 403.19, Code of Iowa, as amended.

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

Section 1. That the taxes levied on the taxable property in the Urban Renewal Area legally described in the preamble hereof, by and for the benefit of the State of Iowa, City of Boone, County of Boone, Boone Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 2. That portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City of Boone, State of Iowa, certifies to the Auditor of Boone County, Iowa the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described herein, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid.

Section 3. That portion of the taxes each year in excess of the base period taxes determined as provided in Section 2 of this Ordinance shall be allocated to and when collected be paid into a special tax increment fund of the City of Boone, State of Iowa, hereby established, to pay the principal of and interest on loans, monies advanced to, indebtedness, whether funded, refunded, assumed or otherwise, including bonds or obligations issued under the authority of Section 403.9 or 403.12, Code of Iowa, as amended, incurred by the City of Boone, State of Iowa, to finance or

refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa, (but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Urban Renewal Area without any limitation as hereinabove provided.

Section 4. Unless or until the total assessed valuation of the taxable property in the Urban Renewal Area exceeds the total assessed value of the taxable property in the Urban Renewal Area as shown by the assessment roll referred to in Section 2 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 5. At such time as the loans, advances, indebtedness, bonds and interest thereon of the City of Boone, State of Iowa, referred to in Section 3 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to fully implement the provisions of Section 403.19, Code of Iowa, as amended, with respect to the division of taxes from property within the Urban Renewal Area as described above. In the event that any provision of this Ordinance shall be determined to be contrary to law, it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Urban Renewal Area and the territory contained therein.

Section 7. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2024.

Mayor

ATTEST:

City Clerk

Read First Time: September 3, 2024

Read Second Time: _____, 2024

Read Third Time: _____, 2024

PASSED AND APPROVED: _____, 2024.

I, _____, City Clerk of the City of Boone, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2024, signed by the Mayor on _____, 2024, and published in the Boone News Republican on _____, 2024.

City Clerk, City of Boone, State of Iowa

(SEAL)

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Boone Municipal Band Report to the City Council August 2024

The Boone Municipal Band returned for another full season for summer 2024 and concerts were well attended by the community, averaging over 200 per concert. Director Chris Truckenmiller continued to challenge the band with new music and the members rose to the occasion. With the weather being unpredictable when it comes to rain and heat, the Herman Park Pavilion continues to provide the perfect venue for band and audience alike.

About sixty musicians participated throughout the season. Membership continued to be a varied cross-section of local individuals, with instrumentation filled out by talented high school students. The band has fielded many inquiries from local musicians, several of whom are new to the area, and recruiting prospects continues to have a strong pipeline of talent. With the musicians in the area we are also able to acquire substitutes when regular members are unable to attend.

We continued our partnership with the Ericson Public Library. They were present at the concerts weekly and spoke about what the library has to offer and were able to sign up attendees for library cards, they also handed out monthly information sheets. One of our concert themes was a children's concert where Mr. Z read a book and interacted with the youth! Forty kids joined us for this concert and parents alike enjoyed Mr. Z's story telling. They shared weekly happenings and upcoming events that many participated in. This was a fantastic partnership and we are excited to continue and see it grow again in 2025!

Another partnership we are excited to continue to grow is with Visit Boone County. One of our proud traditions is at every concert we ask if we have visitors from outside the state of Iowa or outside the United States. This year we had visitors from 25 states and two other countries. To those in attendance we then give a VBC bag that highlights different recreational areas, restaurants and resources that Boone County has to offer.

Our community involvement goes beyond ways we can measure anymore, for this we are grateful as well. This year we were able to team up with KWBG Radio in Boone and re-air our concerts on Sundays over the 11 AM time slot. We are grateful for KWBG to approach us with this opportunity. We look forward to continuing this opportunity in 2025.

With many treasured traditions one of our most coveted is our Ice Cream Socials that local churches and community groups provide to the public during our concerts. The cold desserts and refreshments are a welcome to our patrons as we battle the heat on those summer nights. A big thank you to those groups that are dedicated to the community too.

For 2024, the concert season began with our first concert on Wednesday, May 29, and ran through July 17th. Practices were held every Monday, and concerts were Wednesday's at 7:30 p.m. at Herman Park Pavilion. The patriotic concert on the Fourth of July included a dinner by the Boone VFW at 5:30 p.m.

The Boone Municipal Band rehearses in the High School Band Room from 7:30-9:00 p.m. on Monday evenings, beginning the last Monday in April. The cooperation of Boone High School remains a vital component of the band's existence and one for which the band is deeply grateful. The Municipal Band utilizes a few school instruments such as tubas and percussion equipment; in turn, band's music purchases/commissions are added to the high school music library (a robust resource for the band as well). This year the band also purchased some percussion equipment which will be added to the high school bands use. We would like to express our continued gratitude to BHS for this cooperation and support!

Of the roughly 60 musicians that participated in 2024, fifty-nine earned enough credits to receive a dividend payment. Dividends are calculated in the following manner:

- Each member earns one (1) unit per rehearsal and two (2) units per concert.
- A member must have at least eight (8) units in order to qualify for payment.
- The manager and treasurer each receive one (1) unit per practice and three (3) units per concert, the librarian receives 2 (two) units per practice and 2 (two) units per concert in recognition of their service to the band in addition to participating as musicians.
- The total stipend allocated by the City of Boone, less the director's salary (\$1,600), is then divided by the total number of dividend units to calculate payments for each musician based on their attendance and service.
- For 2024, one unit is worth \$5.95. Supporting documents are included with member payment totals and addresses.

The Boone Municipal Band thanks the City of Boone for its on-going support and looks forward to continuing the tradition of free music for the entire community of Boone in 2025.

Respectfully submitted,
Chelsea Truckenmiller, Treasurer
Boone Municipal Band