



## City Council SPECIAL Meeting Notice

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

**Date of Meeting:** September 19, 2025

**Time of Meeting:** 4:30 P.M.

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

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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://us06web.zoom.us/j/81681729593?pwd=HiQbmkJC0zCj3m65wL1DqJ3kyWQAXp.1>

Meeting ID: 816 8172 9593

Passcode: 098082

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

1. ROLL CALL
2. APPROVAL OF AGENDA
3. 3429 –RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR THE PLACING OF AN ARCH OVER STORY STREET WITH DOWNTOWN BOONE, INC.
4. APPROVAL OF THE DESIGN AND MATERIAL OF THE ARCH.
5. ADJOURN

**CITY COUNCIL  
CITY OF BOONE, IOWA**

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RESOLUTION NO. 3429

RESOLUTION AUTHORIZING AN AGREEMENT TO PLACE AN ARCH OVER STORY STREET, BOONE, IOWA WITH DOWNTOWN BOONE, INC.

**WHEREAS**, Downtown Boone, Inc. seek to place an arch at the intersection of 5<sup>th</sup> Street and Story Street in Boone, Iowa; and

**WHEREAS**, the placement and design of the arch shall be approved by the Boone City Council, and all associated costs, including but not limited to materials, construction, engineering, and installation, shall be the sole responsibility of Downtown Boone, Inc., which shall ensure that all such costs are fully paid; and

**WHEREAS**, R.H. Grabau Construction, Inc., General Contractor, shall obtain and provide proof of all required liability insurance and a surety bond, naming the City of Boone as a loss payee, and such proof shall be submitted to the City before this agreement is executed; and

**WHEREAS**, construction and design shall follow the approved engineering plans and specifications, with final approval by the City of Boone required before installation begins, all work must comply with City ordinances, subject to verification before the project is accepted; and

**WHEREAS**, if any noncompliance is found, the City shall provide written notice to Downtown Boone, Inc., which will have up to twenty-one (21) days to correct the issue; if not resolved, the City may require Downtown Boone, Inc. to remove the structure and restore the site to its original condition at their expense; and

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

**Section 1:** Once the project is accepted by the City of Boone, the City shall be the owner of the arch and anything connected to it and shall be responsible for all maintenance.

**Section 2.** The City of Boone does not agree to indemnify any of the responsibilities or liabilities of any party hired or involved in the design, manufacturing, or construction of this project.

**Section 3.** That the City of Boone retains sole discretion to determine if the arch should ever be removed at the City's expense and makes no guarantee that the arch will remain over Story Street permanently.

**Section 4:** That said Agreement is hereby approved and the City Council authorizes City Administrator Ondrea Elmquist to sign the Agreement with Downtown Boone, Inc.

PASSED THIS 19<sup>th</sup> day of September, 2025.

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

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

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|--------------------------|
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**David Byrd**  
**Linda Williamson**

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

|                          |
|--------------------------|
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Mayor  
City of Boone

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City Clerk  
City of Boone

Veto

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

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

## AGREEMENT

The City of Boone, Iowa and Downtown Boone, Inc., do hereby agree as follows:

1. Downtown Boone, Inc. seeks to place an arch at the intersection of 5<sup>th</sup> Street and Story Street in Boone, Iowa.
2. The City of Boone consents to such placement and the parties agree to the following terms:
  - a. Placement and design of the arch shall be approved by the Boone City Council. All costs whether they be for materials, construction, or otherwise shall be the sole responsibility of Downtown Boone, Inc. and shall see that all such costs have been paid.
  - b. R. H. Grabau Construction, Inc. shall obtain and provide proof of all necessary liability insurance and a surety bond. Proof of insurance and surety bond shall be provided to the City of Boone prior to executing this agreement and surety bond shall list the City of Boone as loss payee.
  - c. Construction and design, including materials used, shall conform to the approved engineering drawings and specifications for the project. Final approval of the design and materials by the City of Boone shall occur prior to the commencement of installation. All work shall be performed in compliance with applicable Boone City Ordinances and such compliance shall be confirmed before acceptance of the completed project.

If any issue of noncompliance arises, Downtown Boone, Inc. shall be provided written notice and up to twenty-one (21) days to remedy the issue. If the issue is not corrected within that period, the City may require Downtown Boone, Inc. to remove the entire structure and restore the property to its original condition as its own cost.
3. Once the project is accepted by the City of Boone, the City of Boone shall be the owner of the arch and anything connected to it and shall be responsible for all maintenance therewith.
4. The City of Boone does not agree to indemnify any of the responsibilities or liabilities of any party hired or involved in the design, manufacturing, or construction of this project.
5. The City of Boone shall have the sole discretion to determine if the arch should ever be removed at City expense, and this Agreement does not ensure that the arch will be located over Story Street in perpetuity.
6. At any time prior to final acceptance of the arch project, the City in its sole discretion may determine that the project is out of compliance with this agreement. The City shall provide written notice of the noncompliance to Downtown Boone and shall allow for a period of twenty-one (21) business to the remedy the issue. If Downtown Boone, Inc. fails to remediate the issue, the City may require Downtown Boone, Inc. to remove the

structure and restore the property to its prior condition at the cost to Downtown Boone, Inc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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Executive Director  
Downtown Boone, Inc.

**CITY OF BOONE**

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Ondrea Elmquist, City Administrator