

NOTICE OF A REGULAR MEETING

BONDURANT CITY COUNCIL

JULY 21, 2014

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 p.m. on Monday, July 21, 2014, in the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open and the public is encouraged to attend.

AGENDA

- 1) Roll Call
- 2) Call to Order and Declaring a Quorum
- 3) Pledge of Allegiance
- 4) Abstentions declared
- 5) Perfecting and Approval of the Agenda
- 6) Consent Items:
 - a) Approval of the City Council Meeting Minutes of July 07, 2014
 - b) Receive and File – Library Board Meeting Minutes of June 04, 2014 and Librarian Report
 - c) Receive and File – Planning and Zoning Commission Minutes of June 12, 2014
 - d) Claims Report and June 2014 Financial Statements (e-mailed 07/09/14)
 - e) Tax Abatement Applications – Tiffani Hoepfner, 3217 Birch Street Southwest; Brian O'Connor, 1320 Morgan Drive, Northeast; Ron and Alicia Peterson, 520 Evergreen Drive, Northwest, Bondurant, Polk County, Iowa
- 7) Polk County Sheriff's Report
- 8) Guests requesting to address the City Council
- 9) Dave Cummins–Landscaping plan for 106 Hubbell Road, Northeast, (former Wooden Nickel property)
- 10) Dan Moulton, Moulton & Associates, Realtors– Report on Tax Abatement
- 11) **RESOLUTION NO. 14-109** – A Resolution approving a Resolution of Appreciation for Eric Johnson for his service as a member of the Bondurant Parks and Recreation Board
- 12) **RESOLUTION NO. 14-110** – A Resolution approving the prioritizing the Prairie Meadows Community Development grant applications
- 13) **RESOLUTION NO. 14-111** – A Resolution approving the appointment of Bryant Arns to the Parks and Recreation Board
- 14) **RESOLUTION NO. 14-112** – A Resolution approving the Street Closing For Residential Block Party Application submitted by Traci Kennedy, 213 Tailfeather Drive, Northwest

- 15) **RESOLUTION NO. 14-113** – A Resolution approving the Agreement for Cooperative Public Service Between Polk County, Iowa and the City of Bondurant, Iowa
- 16) **RESOLUTION NO. 14-114** – A Resolution approving a Small Area Study of Mallard Creek by Hoisington Koegler Group, Inc.
- 17) **PUBLIC HEARING** – On the issuance of revenue bonds or notes in an amount not to exceed \$7,200,000 for Village Assisted Living and Evangelical Retirement Homes
RESOLUTION NO. 14-115 – A Resolution relating to the Holding of a Public Hearing and approving proceedings for the Issuance and Sale of Revenue Bonds or Notes (Healthcare Facilities Project)
- 18) **RESOLUTION NO. 14-116** – A Resolution approving the Agreement for Professional Services between the City of Bondurant and Veenstra & Kimm for Mud Creek Channel Relocation
- 19) **RESOLUTION NO. 14-117** – A Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
- 20) **ORDINANCE NO. 14-208** – An Ordinance Amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, By Amending Provisions to No Parking Zones
- 21) Reports / Comments and appropriate action thereon:
 - a) Mayor
 - b) City Administrator
 - c) Council Members
- 22) Adjournment

BONDURANT CITY COUNCIL

REGULAR MEETING

July 07, 2014

Meeting No. 14-14

A regular meeting of the City Council of the City of Bondurant, Polk County, Iowa, was held in the Community Room at the Bondurant City Center on the 07th day of July 2014, at 6:00 p.m.

Present: Mayor Keith Ryan
Council Member Brian Lohse
Council Member Wes Enos
Council Member Eric Johnson
Council Member Curt Sullivan
City Administrator Mark Arentsen
Deputy City Clerk Michelle Wells
Assistant to City Administrator Mary Rork-Watson
City Engineer Bob Veenstra

Absent: Council Member Amy Bogaards

Notice of the meeting was posted at the Bondurant City Center, Casey's General Stores, Legacy Bank and the United States Post Office on July 03, 2014. All proceedings hereafter shown were taken while the convened meeting was open to the public.

Roll Call was taken and a quorum was declared. Mayor Ryan called the meeting to order at 6:00 p.m.

Mayor Ryan led the pledge of allegiance.

Motion made by Council Member Johnson, seconded by Council Member Sullivan, to approve the agenda as presented. Roll Call: Ayes: 4. Nays: 0. Motion carried.

Motion made by Council Member Lohse, seconded by Council Member Johnson, to approve the Consent Items consisting of the City Council Meeting Minutes of June 23, 2014, Parks and Recreation Board Meeting Minutes of April 17, 2014, the Claims Report, and Tax Abatement Applications for Natalie Kritenbrink, 1280 Northeast Morgan Drive; Jeffrey R. Sanderson, 404 Evergreen Drive, Northwest; Dale Kirby, 404 Alpha Street, Northwest; Jared Vanderlinden, 418 3rd Street, Southeast; Bondurant, Polk County, Iowa. Roll Call: Ayes: 4. Nays: 0. Motion carried.

Polk County Sheriff's Department Lt. Ron Richards updated the Council Members on recent activity.

Patti Davis, Bondurant-Farrar High School, addressed the Council Members on the route for the Homecoming Parade on Monday, September 8, 2014.

Motion made by Council Member Enos, seconded by Council Member Sullivan, to approve Resolution No. 14-102, a Resolution approving a Resolution of Appreciation for Amie Johnson for her service on the Parks and Recreation Board. Roll Call: Ayes: 4. Nays: 0. Motion carried.

Motion made by Council Member Lohse, seconded by Council Member Johnson, to approve Resolution No. 14-103, a Resolution approving the Construction Pay Estimate Report #1 in the amount of \$17,880.98, submitted by Howrey Construction Inc., for the Chichaqua Valley Trail Project. Roll Call: Ayes 4. Nays: 0. Motion carried.

Council Member Johnson led a discussion regarding the recent resignations from the Parks and Recreation Board. The Council suggested canceling the July 17 Parks and Recreation Board meeting to allow time for a work group to meet. Motion made by Council Member Enos, seconded by Council Member Sullivan to approve Resolution No. 14-104, A Resolution approving the appointments of Kari Gipple, 502 Deer Ridge Drive, Northwest; Megan McCallister, 305 3rd Street, Southeast; Jessi Cassler, 1309 Joshua Court, Southeast; and Jason Holst, 1208 13th Street, Southeast, Bondurant, Polk County, Iowa, to the Parks and Recreation Board. Roll Call: Ayes 4. Nays: 0. Motion carried.

Motion made by Council Member Johnson, seconded by Council Member Enos, to approve Resolution No. 14-105, a Resolution levying assessments for nuisance abatements for property located at 212 Walnut Street, Northwest, and 3409 Maple Drive, Southwest, Bondurant, Polk County, Iowa. Roll Call: Ayes: 4. Nays: 0. Motion carried.

Motion made by Council Member Lohse, seconded by Council Member Johnson, to approve Resolution No. 14-106, a Resolution approving the Professional Services Agreement between the City of Bondurant and Veenstra & Kimm, Inc., pertaining to the 2nd Street, Northwest, Culvert Replacement Project. Roll Call: Ayes: 4. Nays: 0. Motion carried.

Motion made by Council Member Enos, seconded by Council Member Lohse, to approve Resolution No. 14-107, a Resolution approving the City of Bondurant Municipal Wages for Fiscal Year 2013 / 2014. Roll Call: Ayes: 4. Nays: 0. Motion carried.

Motion made by Council Member Lohse, seconded by Council Member Enos, to approve Resolution No. 14-108, a Resolution approving the Construction Pay Estimate Report #1 in the amount of \$17,460.48, submitted by Absolute Concrete for the Highway 65/32nd Street Traffic Signal Project. Roll Call: Ayes: 4. Nays: 0. Motion carried.

The following item(s) were discussed as part of Mayor Ryan's comments:

- Aeration at sewer lagoon.

The following item(s) were discussed as part of City Administrator Arentsen's comments:

- Paving begins this week on Chichaqua Valley Trail.
- Highway 65 / 32nd Street, Southwest, Intersection Project tentative completion date is September 1.
- Installation of playground equipment continues.
- Met with Dan Moulton, Moulton & Associate, Ankeny, regarding an interesting project. Moulton will be at the next Council meeting to talk about permanently phasing out tax abatement.
- Work continues with the house at 200 Lincoln Street, Southeast.
- Son-in-law was invited to participate in the Pan-American Games decathlon. Mark will attend the games and will be out of office July 15–18. He also noted other family achievements.

The following item(s) were discussed as part of Council Member's comments:

- Council Member Lohse – Unable to attend the July 21 meeting. Noted that there are changes at the Eastern Polk Regional Development that will require closer study.
- Council Member Enos - Unable to attend the July 21 meeting, but will participate through Skype.
- Council Member Johnson – New position at his job will require more travel.
- Council Member Sullivan – No comment.

Motion made by Council Member Lohse, seconded by Council Member Sullivan, to adjourn said meeting at 6:34 p.m. Roll Call: Ayes: 4. Nays: 0. Motion carried.

Mary Rork-Watson, Asst. to City Administrator

ATTEST:

Keith Ryan, Mayor

(SEAL)

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the Mayor and City Council on July 07, 2014, that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for public inspection at the Office of the City Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting, and the said minutes from which the foregoing proceedings have been extracted were written from and available for public inspection within ten business days and prior to the next convened meeting of said body.

Keith Ryan, Mayor

Minutes of the Bondurant Community Library Board Meeting
On Wednesday June 4, 2014

MEMBERS PRESENT: Josh Bryant, Craig Campbell, Patricia Kaura, Craig Kinrade and Mary Thomas

Meeting called to order by vice-president, Craig Kinrade at 7:02 PM.
No Guests present.

Minutes of the May 7, 2014 meeting were reviewed. Motion by Kaura, second by Campbell to approve the minutes. Motion carried unanimously.

1 FINANCIAL REPORT: A.) The financial report was reviewed. B.) The library received a letter from the city administrator stating that a resolution from the city council is not necessary to make another full time position for the library. The library was instructed to proceed with the plan for hiring the full time position using unspent funds from the current fiscal year. A budget amendment will be needed next fiscal year to account for the additional costs. Motion by Campbell, second by Kaura to accept the financial report. Motion carried unanimously.

2 WARRANT LIST: A.) The expenditures were reviewed. Motion by Kaura, second by Bryant to approve the warrant list as amended. Motion carried unanimously.

3 STATISTICS: A.) The total circulation for May was 2886. B.) There has been some problems with the Freegal Music downloads.

4 STAFF: A.) The summer reading program is lined up. B.) The library director and youth services librarian visited with Anderson Elementary student about the summer reading program. C.) Outreach will be taken to the Bird's Nest and Kid's Academy this summer.

5 LIBRARIAN ITEMS: A.) The Library Foundation will be holding a celebration of the five-year anniversary of our building on Saturday, August 2nd from 2-4PM. B.) Library Float for Summer Fest is in the planning stages. C.) \$1855.00 worth of monetary contributions have been received for the summer reading program. Contributions as follows: Altoona Campus-guest passes; Dairy Queen- 40 ice cream coupons; Altoona HyVee-Pizza coupons/30 pick up donation; Fridley Theater/Ankeny- 20 movie passes; Casey's Corporation- 23 Bomb Pop coupons; Signatur Salon/ Altoona-Gift Certificate/pick up; Toad Valley Golf Course/ Pleasant Hill- 4 rounds of mini golf/pick up; Midwest Recovery- boxes of goodies; NJT Central/ Steve Drake- boxes of goodies; B-Bops- 25 cheeseburger coupons; Bondurant Animal Clinic- \$25 cash; Walgreens- \$20 gift card; Huber Grading- \$30 donation; Bondurant Lion's Club- \$100 donation; Bondurant Mother's Club- donated \$100 for SRP bags; Legacy Bank- \$50; Brick Street Market- Ice Cream coupons. D.) The Bondurant Men's Club paid for the programs to be presented at the library for the summer reading program. E.) Excel Mechanical did maintenance on the HAVC units on the roof. Extra sealing was required. F.) A library page has been hired for the summer. G.) A youth services librarian will be hired on Monday. H.) The ThinkLite project is scheduled to begin mid to late June. I.) New table and chairs will be coming soon. J.) The library could use some volunteers to do yard work. J.) A tree service will be called to look at the dead trees in the back.

6 NEW BUSINESS: A.) The city has approved a full time assistant director using unspent funds from the current fiscal year for salary. Motion by Kaura, second by Campbell to approve a full time assistant director position using unspent funds from the current fiscal year for salary. Motion carried unanimously. B.) The library has received many book donations. Motion by Bryant, second by Campbell for approval of the library to hold a book sale. Motion carried unanimously.

7 BOARD PRESIDENT ITEMS: A.) None

Motion by Kinrade, second by Kaura to adjourn. Motion carried unanimously.
Meeting adjourned 7:30 PM
Next meeting Wednesday July 2, 2014 7PM.

Respectfully submitted,
Mary Thomas
Secretary

- **Librarian Report- July 2014**

- Library Float for Summer Fest was in keeping with the Summer Reading Program theme Fizz, Boom, Read. Jenny & Margaret and various kids rode in the truck dressed as mad scientists. Lisa Hostetler (Foundation member) and I walked and handed out bookmarks with save the date for the Birthday party in August. Long route to walk for sure, but we handed out almost all of the bookmarks.
- ThinkLite Project bulbs have been delivered waiting for the electrician to come and start installing, which will be bright and early on July 7th. The expected reduction in the monthly utility payments due to this project is welcome, as Lori advised this past month that the even payment was going to \$1000.00 a month. (Budget planning had taken this line item to \$850 a month for this next year) It is expected when even payments are adjusted next year at this time the even payment will be reduced.
- There is a good possibility a consortium of Polk County Libraries is going to be formed to serve out on-line magazines. Our cost at this point would be the basic platform fee of \$750.00 per year and then whatever cost for copies of magazines our library would want to hold. Benefits would include that our patrons would have access to many, many more magazines on-line. Like our e-books, our patrons would have access on our website to all magazines that are subscribed to throughout the consortium.
- The library has received our funding commitment letter for the E-rate Program for \$1,710.78. Unfortunately, a check for that amount won't be received till July 2015, after the funding year is complete. But now that we have started in this program it should be a check every year. That will certainly help a lot with purchasing technology in the future.

Stats for June

- Total Circulation for the month 4903 up over 2000 check outs from last month. Yes school is out. Yeah.
- On-line usage (e-Books, Downloadable music, Tumblebooks, Freegal (music), Reference USA, EBSCO, Learning Express) 414 up from 146 last year.
- Door Count 4073 up 215 from last year.
- Assisting patrons by phone, with the catalog, computers, etc. 471 pretty much the same as last year.
- Story times 8 were held with 196 in attendance. Up over 50 from last month. This is normal for summer story times.
- Outreach to Daycare and preschools in community reached 379 children this month. Last year 368 children were reached. Visits are made each Friday to Kids Academy and three sessions at the Birdsnest, including a book discussion group with 4th to 6th graders that has 20+ children attending. What fun.
- Total programming attendance for adults, youth and children 898.
- Website visits 877, last year 689.
- Internet usage in house 304. But wi-fi usage was 41 and iPad usage 3.
- Meeting room usage 14 (does not include library programs) last year 12.
- Issued 74 new library cards. Last year we issued 56 cards during the month of June.
- The library did 43 requests for materials from other libraries and provided 17 to other libraries.
- 168 items were added to the collection and 467 were removed.

CITY OF BONDURANT

PLANNING AND ZONING COMMISSION

MINUTES

A meeting of the City of Bondurant Planning and Zoning Commission was held in the Community Room at the Bondurant City Center on June 12, 2014, at 6:00 p.m.

Present: Commission Chair David Higgins
Commission Member Michele Bailey
Commission Member Brian Clayton
Commission Member Jennifer Keeler
Commission Member Jeff Kromrie
City Administrator Mark Arentsen
Finance Director Lori Dunham

Absent: Commission Member Roy McCleary
Commission Member Judi Mendenhall

Notice of the meeting was posted at the Bondurant City Center, Casey's General Stores, Legacy Bank and the Bondurant Post Office on June 10, 2014. All proceedings hereafter shown were taken while the convened meeting was open to the public.

Commission Chair Higgins called the meeting to order at 6:10 p.m. Roll call was taken and a quorum was declared. Motion made by Commission Member Bailey seconded by Commission Member Keeler, to approve the agenda as presented. Roll call: Ayes: 4. Nays: 0. Motion carried.

Motion made by Commission Member Bailey, seconded by Commission Member Keeler, to approve the Planning and Zoning Commission Minutes of April 24, 2014. Roll call: Ayes: 4. Nays: 0. Motion carried.

Jared Erickson, M & J Construction Services, 129 North West Street, Colfax, Iowa, presented a site plan for a building addition to 17 Main Street, Southeast, Bondurant, Polk County, Iowa. The addition is 15' by 15' and a 3' stone façade will be added on the three sides that face the streets on the whole building. The zero setback is met and there will be no drainage change. Motion made by Commission Member Keeler, seconded by Commission Member Bailey, to approve Resolution No. PZ-14-03, a Resolution recommending approval of the Site Plan for 17 Main Street, Southeast, Bondurant, Polk County, Iowa. Roll Call: Keeler-Yes, Bailey-Yes, Clayton-Yes, Higgins-Yes. Motion carried.

City Administrator Arentsen led a discussion regarding future local projects that should be added as a priority in the City's Comprehensive Plan. The projects include the Gay Lea

Wilson East Trail between the Bondurant downtown Trailhead and Interstate 80; Garfield Street, Southwest, extension from 4th Street, Southwest, and 15th Street, Southwest; new arterial street from Lake Petocka going west on the north side of the high school, across Mud Creek to west of Mallard Pointe, then south to 2nd Street, Northwest; Highway 65/Lincoln Street underpass; and new collector street between Highway 65 and 2nd Street, Northeast, from approximately 85 Paine Street, Southeast, north to 2nd Street, Northeast, near the former railroad crossing. Motion made by Commission Member Bailey, seconded by Commission Member Keeler, to approve Resolution No. PZ-14-04, a Resolution recommending the addition of the following projects as a priority in the City of Bondurant Comprehensive Plan: Gay Lea Wilson East Trail; Garfield Street, Southwest, extension from 4th Street, Southwest to 15th Street, Southwest; new arterial street from Lake Petocka going west across Mud Creek to west of Mallard Pointe, then south to 2nd Street, Southwest; Highway 65/Lincoln Street underpass; and new collector street between Highway 65 and 2nd Street, Northeast, from 85 Paine Street, Southeast. Roll Call: Bailey-Yes, Keeler-Yes, Clayton-Yes, Higgins-Yes. Motion carried.

Mr. Brad Scheib, Hoisington Koegler Group, Inc., Minneapolis, MN, joined the meeting telephonically at 6:25 p.m., and led a discussion on revising the City Zoning Code. Mr. Scheib reviewed the June 6, 2014, Memorandum with changes to Zoning Code Sections 175, 176, and 178. He also suggested changes to the Official Zoning Map, adding interactive links and headings to the zoning code formatting, adding park land dedication to Section 180 and removing it from all subdivisions.

Commission Member Bailey inquired about the zoning map changes from R-2 to R-1. R-1 minimum floor area requirements would require most homes in Paine Heights to have a different footprint if destroyed in a fire and needed to be rebuilt. Mr. Scheib will research that point.

Commission Member Kromrie arrived at 6:50 p.m.

Mr. Scheib requested that Commission Members review the suggested changes over the next month, email any recommendations to City Administrator Arentsen and discuss final changes at the July 10, Planning and Zoning Commission meeting.

The following items were discussed as part of Commission Members' comments:

- Commission Member Bailey – No comment.
- Commission Member Clayton – Rumor going around that Kading Properties is going to put in another Lincoln Estates. He has received negative comments regarding the lack of sidewalks, the lack of care of the sod berm and trees, etc. He will create a list of resident concerns.
- Commission Member Keeler – No comment.

- Commission Member Kromrie – No comment.

The following item was discussed as part of Commission Chair Higgins' comments:

- Planning and Zoning Commission agendas historically have not had an item on the agenda for guests to address the Commission. Future agendas, like the City Council agenda, will include such an item.

The following item was discussed as part of City Administrator Arentsen' comments:

- Dan Novelli from Kading Properties is here to present information on a second development.

Mr. Dan Novelli, Little Kading Construction, Inc., led a discussion on a variety of exterior looks for a second development. Brick will be added into the façade and have varying roof peaks so the buildings, with colors of tan, blue and gray, do not look all the same and more of a neighborhood feel. Streets would be tree-lined. Kading Properties has parking complaints at Lincoln Estates, the proposed 11 acre site for Lincoln Estates II would have 20 units per acre, less density. There are some issues with the location of streets that need to be discussed with the City and the Iowa Department of Transportation. A trail would be built from Second Street, Northeast, south to the proposed location of a park.

Commission Member Bailey spoke regarding the increase in crime that the first development has brought into Bondurant, the burden on the school district, and utility bills are not being paid. She commented that their new people need to be better screened and that they have a high turnover because people are moving in that cannot afford it. Mr. Novelli stated that they have limits on how much screening they can do and the average household income is a little below Bondurant's average but the turnover is in the single digits. Four adults can live in one unit. Mr. Novelli stated that 20' driveways are being planned, instead of the 17', to accommodate foot traffic. Mr. Arentsen inquired if the floor plans would all be the same. They will all be the same with 3 bedrooms.

Motion made by Commission Member Bailey, seconded by Commission Member Keeler, to adjourn the meeting. Roll call: Ayes: 5. Nays: 0. Motion carried. Commission Chair Higgins declared the meeting adjourned at 7:50 p.m.

Lori Dunham, Finance Director

ATTEST:

David Higgins, Commission Chair

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1			LEGACY BANK				
45607	7/18/2014	8402	MARK J ARENTSEN	2139.13			
45608	7/18/2014	9143	BRYNN C BERESFORD	22.16			
45609	7/18/2014	3129	MARGARET L CHRISTIAN	443.14			
45610	7/18/2014	5103	PATRICK COLLISON	1725.34			
45611	7/18/2014	7101	KENNETH E GROVE	1366.68			
45612	7/18/2014	3106	SHELLEY KESLING	421.92			
45613	7/18/2014	9132	JOSEPH A KOKE	195.32			
45614	7/18/2014	9149	COLLIN S MCKINSTRY	101.58			
45615	7/18/2014	3131	ALIVIA A NELSON	107.13			
45616	7/18/2014	9151	CONNOR J RUGGLES	44.32			
45617	7/18/2014	5109	MICHELLE WELLS	1285.87			
				7852.59			
ACH TRANSACTIONS							
56201	7/18/2014	9155	AMBER M MIRANDA	22.16			
56301	7/18/2014	7104	BOYCE BAILEY	857.97			
56401	7/18/2014	9127	CLAYTON S BECK	153.77			
56501	7/18/2014	9144	JOSH K BOYD	25.85			
56601	7/18/2014	4130	RONALD J BROWN	623.53			
56701	7/18/2014	9145	ZACHARY Z BROWN	10.00			
56702	7/18/2014	9145	ZACHARY Z BROWN	114.15			
56801	7/18/2014	3118	JENNIFER CAMPBELL	926.78			
56901	7/18/2014	9146	TREY M DUIT	120.64			
57001	7/18/2014	5113	LORI DUNHAM	1362.97			
57101	7/18/2014	5118	SHELBY HAGAN	1073.42			
57201	7/18/2014	7105	DAVID HIGGINS	936.63			
57301	7/18/2014	9147	DAYLENE A IVERSON	134.64			
57401	7/18/2014	9126	KYNDRA JOHNSON	85.42			
57501	7/18/2014	4135	JOSH D JONES	591.20			
57601	7/18/2014	9133	MYLES J LAVEN	101.81			
57701	7/18/2014	9148	DAWSON D LESTER	22.16			
57801	7/18/2014	9150	ANDREW J MEEK	37.29			
57901	7/18/2014	3125	KAITLYN R MEREDITH	66.50			
58001	7/18/2014	4136	LOGAN D MITCHELL	591.20			
58101	7/18/2014	3130	MARILYN M O'BRIEN	443.52			
58201	7/18/2014	9119	TANNER M PERRY	150.44			
58301	7/18/2014	5119	MISTY L RICHARDSON-KUGLER	200.00			
58302	7/18/2014	5119	MISTY L RICHARDSON-KUGLER	5.00			
58303	7/18/2014	5119	MISTY L RICHARDSON-KUGLER	740.49			
58401	7/18/2014	5120	MARY R RORK-WATSON	1074.62			
58501	7/18/2014	3128	JILL C SANDERS	1309.39			
58601	7/18/2014	1478	PATRICIA E SMITH	200.53			
58701	7/18/2014	9140	DAKOTA T WILLIAMS	49.87			
58801	7/18/2014	9141	BRADLEY S WOLVERS	57.02			
58901	7/18/2014	9124	CHRISTIAN T ZVOKEL	136.21			
				12225.18			
BANK TOTAL				20077.77			
REPORT TOTAL				20077.77			

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	SQ	CK

LEGACY BANK														
1715 A KING'S THRONE														
A-19123	1 I	7/22/2014	7/22/2014	KYBO CLEANING 6/30/14	140.00		140.00		140.00	001				1
								001-440-6415	RENTAL EQUIPMENT					
A-19124	1 I	7/22/2014	7/22/2014	KYBO CLEANING 7/6/14	140.00		140.00		140.00	001				1
								001-440-6415	RENTAL EQUIPMENT					
A-19125	1 I	7/22/2014	7/22/2014	KYBO CLEANING 7/7/14	140.00		140.00		140.00	001				1
								001-440-6415	RENTAL EQUIPMENT					
A-19231	1 I	7/22/2014	7/22/2014	KYBO RENTAL-7/16-8/12/1	218.00		218.00		218.00	001				1
								001-440-6415	RENTAL EQUIPMENT					
A-19232	1 I	7/22/2014	7/22/2014	KYBO RENTAL-7/16-8/12/1	218.00		218.00		218.00	001				1
								001-430-6415	RENTAL EQUIPMENT-KYBOS					
				** VENDOR TOTALS *	856.00		856.00		856.00					
1473 ACCESS SYSTEMS LEASING														
15429604	1 I	7/22/2014	7/22/2014	COPIER	315.72		315.72		315.72	001				1
								001-410-6499	CONTRACT SERVICES					
				** VENDOR TOTALS *	315.72		315.72		315.72					
1516 ACCESS SYSTEMS														
INV250610	1 I	7/22/2014	7/22/2014	COPIER OVERAGE	312.74		312.74		312.74	001				1
								001-410-6499	CONTRACT SERVICES					
				** VENDOR TOTALS *	312.74		312.74		312.74					
11 ALTOONA FIRE DEPT														
V06/103076	1 I	7/22/2014	7/22/2014	AMBULANCE ADMIN	450.00		450.00		450.00	001				1
								001-160-6413	PAYMENT TO OTHER AGENCIES					
V06/103765	1 I	7/22/2014	7/22/2014	AMBULANCE ADMIN	400.00		400.00		400.00	001				1
								001-160-6413	PAYMENT TO OTHER AGENCIES					
				** VENDOR TOTALS *	850.00		850.00		850.00					
969 AMERICAN PLUMBING SUPPLY CO														
06042014	1 I	7/22/2014	7/22/2014	MEN'S URINAL	139.95		139.95		139.95	001				1
								001-650-6310	BUILDING MAINTENANCE & REPAIR					
				** VENDOR TOTALS *	139.95		139.95		139.95					
48 BAKER & TAYLOR														
2029355253	1 I	7/22/2014	7/22/2014	BOOKS-14	183.02		183.02		183.02	001				1
								001-410-6502	PRINTED MATERIALS					
2029390565	1 I	7/22/2014	7/22/2014	BOOKS-18	419.46		419.46		419.46	001				1
								001-410-6502	PRINTED MATERIALS					
2029421261	1 I	7/22/2014	7/22/2014	BOOKS-6	81.19		81.19		81.19	001				1
								001-410-6502	PRINTED MATERIALS					
				** VENDOR TOTALS *	683.67		683.67		683.67					
49 BAKER GROUP														
89973	1 I	7/22/2014	7/22/2014	WATER MAIN BREAK-ASST L	2304.49		2304.49		2304.49	600				1
								600-811-6375	WATER MAIN MAINTENANCE					
				** VENDOR TOTALS *	2304.49		2304.49		2304.49					
1452 BONDURANT AUTO BODY														
1993	1 I	7/22/2014	7/22/2014	NEW DOOR HANDLE	61.53		61.53		61.53	600				1
								600-811-6332	VEHICLE REPAIRS					
	2 I			NEW DOOR HANDLE	61.52		61.52		61.52	610				1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
								610-816-6332	VEHICLE REPAIRS				
				* INVOICE TOTALS	123.05		123.05		123.05				
				** VENDOR TOTALS *	123.05		123.05		123.05				
				1748 BONDURANT FAMILY DENTISTRY									
7406	1 I	7/22/2014	7/22/2014	REIMB MIKE'S LOCK & KEY	79.50		79.50		79.50	001			1
								001-650-6399	RENTAL PROPERTY EXPENSES				
				** VENDOR TOTALS *	79.50		79.50		79.50				
				1488 BONDURANT MEN'S CLUB									
2014 101	1 I	7/22/2014	7/22/2014	FIREWORKS DONATION-SUMM 2014	1500.00		1500.00		1500.00	001			1
								001-430-6599	PARK PROGRAMS				
				** VENDOR TOTALS *	1500.00		1500.00		1500.00				
				134 DEMCO									
5322829	1 I	7/22/2014	7/22/2014	PATRON COUNTER	216.00		216.00		216.00	001			1
								001-410-6504	MINOR EQUIPMENT				
	2 I			BOOK COVERS;TAPE	114.23		114.23		114.23	001			1
								001-410-6506	OFFICE SUPPLIES				
				* INVOICE TOTALS	330.23		330.23		330.23				
5327177	1 I	7/22/2014	7/22/2014	BORROWER;APPLICATION CA	75.15		75.15		75.15	001			1
								001-410-6506	OFFICE SUPPLIES				
				** VENDOR TOTALS *	405.38		405.38		405.38				
				146 DES MOINES AREA COMM COLLEGE									
07142014	1 I	7/22/2014	7/22/2014	WATER CONF REGISTRA-PCO	125.00		125.00		125.00	600			1
								600-811-6230	TRAINING				
				** VENDOR TOTALS *	125.00		125.00		125.00				
				144 DES MOINES WATER WORKS									
3300020614	1 I	7/22/2014	7/22/2014	WHOLESALE WATER COST	11422.92		11422.92		11422.92	600			1
								600-812-6413	DSM WATER WORKS				
	2 I			JUNE 2014 BOOSTER EST	700.00		700.00		700.00	600			1
								600-812-6413	DSM WATER WORKS				
	3 I			REVENUE BOND-PRINCIPAL	4112.38		4112.38		4112.38	600			1
								600-812-6802	PRINCIPAL - DSM WATERWORKS				
	4 I			REVENUE BOND-INTEREST	1822.46		1822.46		1822.46	600			1
								600-812-6852	INTEREST - DSM WATERWORKS				
				* INVOICE TOTALS	18057.76		18057.76		18057.76				
3300030614	1 I	7/22/2014	7/22/2014	WHOLESALE WATER COST	13817.05		13817.05		13817.05	600			1
								600-812-6413	DSM WATER WORKS				
85430830	1 I	7/22/2014	7/22/2014	AVAIL FEE-7950 NE 70TH	22.00		22.00		22.00	600			1
								600-812-6413	DSM WATER WORKS				
8602170714	1 I	7/22/2014	7/22/2014	BACTI SAMPLES	40.00		40.00		40.00	600			1
								600-811-6389	TESTING & ANALYSIS				
				** VENDOR TOTALS *	31936.81		31936.81		31936.81				
				1425 DOORS INC									
194338	1 I	7/22/2014	7/22/2014	DEPOT DOOR REPAIR	136.00		136.00		136.00	001			1
								001-430-6310	BUILDING MAINTENANCE & REPAIR				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
** VENDOR TOTALS *					136.00		136.00		136.00				
150 EASTERN POLK REGIONAL DEVELOP													
14-04	1 I	7/22/2014	7/22/2014	ANNUAL CONTRIBUTION	13510.00		13510.00		13510.00	001			1
								001-520-6210	ASSOCIATION DUES				
** VENDOR TOTALS *					13510.00		13510.00		13510.00				
1434 EXCEL MECHANICAL CO INC													
97697	1 I	7/22/2014	7/22/2014	SEMI-ANNUAL SERVICE	530.00		530.00		530.00	001			1
								001-410-6310	BUILDING & GROUND MAINTENANCE				
97698	1 I	7/22/2014	7/22/2014	ROOF LEAK	280.92		280.92		280.92	001			1
								001-410-6310	BUILDING & GROUND MAINTENANCE				
** VENDOR TOTALS *					810.92		810.92		810.92				
999999999 2916 GLENWOOD PUBLIC LIBRARY													
06022014	1 I	7/22/2014	7/22/2014	LOST ILL BOOK-RACING IN	8.00		8.00		8.00	001			1
								001-410-6502	PRINTED MATERIALS				
** VENDOR TOTALS *					8.00		8.00		8.00				
880 HEWLETT PACKARD													
54555438	1 I	7/22/2014	7/22/2014	HP LASERJET PRO400 M451	399.00		399.00		399.00	001			1
								001-430-6506	OFFICE SUPPLIES				
	2 I			HP LASERJET PRO400 M451	266.00		266.00		266.00	001			1
								001-621-6506	OFFICE SUPPLIES				
	3 I			HP LASERJET PRO400 M451	266.00		266.00		266.00	600			1
								600-812-6506	OFFICE SUPPLIES				
	4 I			HP LASERJET PRO400 M451	266.00		266.00		266.00	610			1
								610-817-6506	OFFICE SUPPLIES				
* INVOICE TOTALS					1197.00		1197.00		1197.00				
** VENDOR TOTALS *					1197.00		1197.00		1197.00				
1607 OVERDRIVE INC													
1415523	1 I	7/22/2014	7/22/2014	FY15 WILBOR SUBSCRIPTIO	647.40		647.40		647.40	001			1
								001-410-6503	DIGITAL MATERIALS				
** VENDOR TOTALS *					647.40		647.40		647.40				
230 IOWA ONE CALL													
162671	1 I	7/22/2014	7/22/2014	LOCATES	140.50		140.50		140.50	600			1
								600-812-6490	PROFESSIONAL SERVICES				
** VENDOR TOTALS *					140.50		140.50		140.50				
223 IOWA DEPT OF NATURAL RESOURCES													
10477 1	1 I	7/22/2014	7/22/2014	OPERATOR CERT APPL-D HI	40.00		40.00		40.00	600			1
								600-811-6298	LICENSES				
** VENDOR TOTALS *					40.00		40.00		40.00				
1313 ISWEP													
1926	1 I	7/22/2014	7/22/2014	2014 EDUCATIONAL MATERI	1734.00		1734.00		1734.00	741			1
								741-865-6210	ASSOCIATION DUES				
** VENDOR TOTALS *					1734.00		1734.00		1734.00				
1167 KEY COOPERATIVE													
10315 614	1 I	7/22/2014	7/22/2014	FUEL	367.90		367.90		367.90	001			1

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	SQ	CK
11	I			SERVICES	191.97		191.97		191.97	001				1
				* INVOICE TOTALS	8064.40		8064.40		8064.40					
2130-07098	1 I	7/22/2014	7/22/2014	SERVICES-102 RAILROAD	173.16		173.16		173.16	001				1
470640714	1 I	7/22/2014	7/22/2014	SERVICES-200 LINCOLN SE	8.27		8.27		8.27	335				1
				** VENDOR TOTALS *	8248.41		8248.41		8248.41					
				1353 MOVIE LICENSING USA										
1931824	1 I	7/22/2014	7/22/2014	ANNUAL MOVIE COPYRIGHT	315.00		315.00		315.00	001				1
				** VENDOR TOTALS *	315.00		315.00		315.00					
				1744 MUNICIPAL PIPE SERVICES INC										
3568-IN	1 I	7/22/2014	7/22/2014	8*VALVE-WOLF CREEK EAST	15800.00		15800.00		15800.00	600				1
				** VENDOR TOTALS *	15800.00		15800.00		15800.00					
				308 MUNICIPAL SUPPLY										
0565328-IN	1 I	7/22/2014	7/22/2014	2*TURBO METER-BRICK MKT	1096.64		1096.64		1096.64	600				1
				** VENDOR TOTALS *	1096.64		1096.64		1096.64					
0565427-IN	1 I	7/22/2014	7/22/2014	WATER LINE CAP-200 LINC	8.25		8.25		8.25	335				1
				** VENDOR TOTALS *	8.25		8.25		8.25					
0565693-IN	1 I	7/22/2014	7/22/2014	SEWER PARTS TO DISCONTI EXTEND SEWER LINE	225.45		225.45		225.45	335				1
				** VENDOR TOTALS *	225.45		225.45		225.45					
				286 METRO WASTE AUTHORITY										
40020239	1 I	7/22/2014	7/22/2014	YARD WASTE STICKERS-400	480.00		480.00		480.00	670				1
				** VENDOR TOTALS *	480.00		480.00		480.00					
70004495	1 I	7/22/2014	7/22/2014	RESIDENTIAL GARBAGE SRV	12882.18		12882.18		12882.18	670				1
				** VENDOR TOTALS *	12882.18		12882.18		12882.18					
				1745 NAGLE SIGNS INC										
14114	1 I	7/22/2014	7/22/2014	POLY LAMINATE TRAILHEAD	1960.02		1960.02		1960.02	321				1
				** VENDOR TOTALS *	1960.02		1960.02		1960.02					
				979 NAPA AUTO PARTS										
823045	1 I	7/22/2014	7/22/2014	MOWER TRAILER LIGHTS	15.94		15.94		15.94	001				1
				** VENDOR TOTALS *	15.94		15.94		15.94					
				322 OFFICE DEPOT INC										
9006929001	1 I	7/22/2014	7/22/2014	SUPPLIES	11.96		11.96		11.96	600				1
				** VENDOR TOTALS *	11.96		11.96		11.96					
9006930001	1 I	7/22/2014	7/22/2014	CALCULATOR-SHARP	47.69		47.69		47.69	001				1
				** VENDOR TOTALS *	47.69		47.69		47.69					

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ

337 POLK COUNTY TREASURER													
5544	1 I	7/22/2014	7/22/2014	JUNE 2014 LAW ENFORCEME	35844.00		35844.00		35844.00	001			1
								001-110-6050	POLK CO SHERIFF PAYMENT				
				** VENDOR TOTALS *	35844.00		35844.00		35844.00				
967 PRAIRIE AG SUPPLY													
01-35411	1 I	7/22/2014	7/22/2014	SCAG REPAIR-BRAKE ARM B	126.45		126.45		126.45	001			1
								001-440-6350	EQUIPMENT REPAIR				
				** VENDOR TOTALS *	126.45		126.45		126.45				
1267 REES TREE SERVICE													
210007	1 I	7/22/2014	7/22/2014	TRIM APPLE TREE;RMV BUS	600.00		600.00		600.00	001			1
								001-410-6310	BUILDING & GROUND MAINTENANCE				
				** VENDOR TOTALS *	600.00		600.00		600.00				
1525 REGISTER MEDIA													
7946259	1 I	7/22/2014	7/22/2014	HOUSE/GARAGE TO BE MOVE	29.86		29.86		29.86	335			1
								335-430-6796	CITY PARK-200 LINCOLN SE				
	2 I			IDNR-NPDES PERMIT	44.99		44.99		44.99	741			1
								741-865-6402	ADVERTISING-PUBLICATIONS				
				* INVOICE TOTALS	74.85		74.85		74.85				
7946640	1 I	7/22/2014	7/22/2014	PUBLISHING	393.51		393.51		393.51	001			1
								001-621-6402	ADVERTISING-PUBLICATIONS				
	2 I			2014 CCR	232.69		232.69		232.69	600			1
								600-812-6402	ADVERTISING-PUBLICATIONS				
	3 I			PUBLISHING	36.00		36.00		36.00	741			1
								741-865-6402	ADVERTISING-PUBLICATIONS				
				* INVOICE TOTALS	662.20		662.20		662.20				
				** VENDOR TOTALS *	737.05		737.05		737.05				
1336 SMITH'S SEWER SERVICE, INC.													
284725	1 I	7/22/2014	7/22/2014	CHECK ROOF DRAINS	55.00		55.00		55.00	001			1
								001-650-6310	BUILDING MAINTENANCE & REPAIR				
				** VENDOR TOTALS *	55.00		55.00		55.00				
767 SNYDER & ASSOCIATES INC													
.0851.01	9 1 I	7/22/2014	7/22/2014	US65/32ND TRAFFIC LIGHT	5213.59		5213.59		5213.59	327			1
								327-210-6407	ENGINEERING EXPENSE				
				** VENDOR TOTALS *	5213.59		5213.59		5213.59				
452 STAPLES CREDIT PLAN													
7926 714	1 I	7/22/2014	7/22/2014	4DWR FILE CABINET	236.54		236.54		236.54	001			1
								001-621-6506	OFFICE SUPPLIES				
	2 I			12 POCKET DISPLAY RACK	116.44		116.44		116.44	001			1
								001-170-6506	OFFICE SUPPLIES				
				* INVOICE TOTALS	352.98		352.98		352.98				
				** VENDOR TOTALS *	352.98		352.98		352.98				
1534 STRATUS BUILDNG SOLUTIONS IOWA													
8330	1 I	7/22/2014	7/22/2014	CLEANING	443.39		443.39		443.39	001			1
								001-410-6499	CONTRACT SERVICES				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	CK SQ
** VENDOR TOTALS *					443.39		443.39		443.39				
1421 THRASHER SERVICE CORP													
13379	1 I	7/22/2014	7/22/2014	REPAIR AIR CONDITIONING	500.09		500.09		500.09	001			1
								001-150-6310	BUILDING MAINTENANCE & REPAIR				
	2 I			REPAIR AIR CONDITIONING	500.09		500.09		500.09	001			1
								001-160-6310	BUILDING MAINTENANCE & REPAIR				
* INVOICE TOTALS					1000.18		1000.18		1000.18				
** VENDOR TOTALS *					1000.18		1000.18		1000.18				
1277 UNITED RENTALS INC.													
926718-001	1 I	7/22/2014	7/22/2014	GAS METER CALIB;O2 SENS	140.00		140.00		140.00	610			1
								610-816-6350	OPERATIONAL EQUIPMENT REPAIR				
** VENDOR TOTALS *					140.00		140.00		140.00				
525 US CELLULAR													
42398211	1 I	7/22/2014	7/22/2014	CELL PHONES	19.15		19.15		19.15	001			1
								001-621-6373	TELECOMMUNICATION EXPENSE				
	2 I			CELL PHONES	88.12		88.12		88.12	600			1
								600-812-6373	TELECOMMUNICATION EXPENSE				
	3 I			CELL PHONES	19.73		19.73		19.73	610			1
								610-817-6373	TELECOMMUNICATION EXPENSE				
	4 I			CELL PHONES	68.96		68.96		68.96	610			1
								610-816-6373	TELECOMMUNICATION EXPENSE				
	5 I			CELL PHONES	74.56		74.56		74.56	110			1
								110-210-6373	TELECOMMUNICATION EXPENSE				
	6 I			CELL PHONES	52.87		52.87		52.87	001			1
								001-430-6373	TELECOMMUNICATION EXPENSE				
	7 I			CELL PHONES	110.93		110.93		110.93	001			1
								001-150-6373	TELECOMMUNICATION EXPENSE				
	8 I			CELL PHONES	110.93		110.93		110.93	001			1
								001-160-6373	TELECOMMUNICATION EXPENSE				
	9 I			CELL PHONES	20.70		20.70		20.70	741			1
								741-865-6373	TELECOMMUNICATIONS EXPENSE				
* INVOICE TOTALS					565.95		565.95		565.95				
** VENDOR TOTALS *					565.95		565.95		565.95				
854 VARIED CONSTRUCTION SERVICES													
07152014	1 I	7/22/2014	7/22/2014	WATER/SEWER SHUT OFF NEW SEWER TAP INSTALLED	2000.00		2000.00		2000.00	335			1
								335-430-6796	CITY PARK-200 LINCOLN SE				
** VENDOR TOTALS *					2000.00		2000.00		2000.00				
433 WILLIAMSONS REPAIR													
33673	1 I	7/22/2014	7/22/2014	OIL CHANGE-61134	34.66		34.66		34.66	600			1
								600-811-6332	VEHICLE REPAIRS				
	2 I			OIL CHANGE-61134	34.66		34.66		34.66	610			1
								610-816-6332	VEHICLE REPAIRS				
* INVOICE TOTALS					69.32		69.32		69.32				
33746	1 I	7/22/2014	7/22/2014	OIL CHANGE-2006 SILVERA	96.03		96.03		96.03	001			1
								001-160-6332	VEHICLE REPAIRS				

INVOICE#/LN	TY	DUE DATE	INV DATE	REFERENCE	GROSS	DISCOUNT	NET	DISCOUNT TAKEN	PAYMENT AMOUNT	DIST	MAN	CHCK	SQ	CK
** VENDOR TOTALS *					165.35		165.35		165.35					
957 CITY OF DES MOINES														
22612	1 I	7/22/2014	7/22/2014	WRA EXPENSE	34287.40		34287.40		34287.40	610				1
								610-817-6413	PAYMENT TO OTHER AGENCIES					
4324	1 I	7/22/2014	7/22/2014	WRA EXPENSE	34287.40		34287.40		34287.40	610				1
								610-817-6413	PAYMENT TO OTHER AGENCIES					
** VENDOR TOTALS *					68574.80		68574.80		68574.80					
1574 WTR SOLUTIONS LLC														
703143	1 I	7/22/2014	7/22/2014	BUBBLE DIFFUSION UNITS	1000.00		1000.00		1000.00	610				1
								610-815-6727	CAPITAL OUTLAY					
** VENDOR TOTALS *					1000.00		1000.00		1000.00					
BANK TOTALS					219087.92		219087.92		219087.92					
TOTAL MANUAL CHECKS									.00					
TOTAL E-PAYMENTS									.00					
TOTAL PURCH CARDS									.00					
TOTAL OPEN PAYMENTS									219087.92					
GRAND TOTALS					219087.92		219087.92		219087.92					
Interim Warrants									8,086.52					
Total									<u>\$227,174.44</u>					

**CITY OF BONDURANT
INTERIM WARRANT LIST
July 21, 2014**

DATE	VENDOR - REFERENCE	ACCOUNT CODE	TOTALS
07/09/14	Petty Cash - Postage	001-410-6508	109.02
07/09/14	Snakes Alive! - Summer Reading Program	167-410-6506	150.00
07/09/14	Michelle Wells - Reimbursement Staples calculator	600-812-6506	50.87
07/11/14	Jacob Capps - Replace staledated check	600-810-6420	6.01
07/14/14	Thomas Dellapoulos - Softball umpire 7/13/14	001-430-6599	75.00
07/18/14	IRS USA tax payment - Federal/FICA		7,695.62
		Total	8,086.52

TAX ABATEMENT
July 21, 2014

NAME	ADDRESS	CLOSING DATE	PURCHASE PRICE
Tiffani Hoepfner	3217 Birch Street, Southwest	8/23/2013	\$169,900
Ron & Alicia Peterson	520 Evergreen Drive, Northwest	7/15/2014	\$253,000
Brian O'Connor	1320 Morgan Drive, Northeast	7/16/2014	\$310,000

Tax Abatement:

Good or Bad for Bondurant's Future

A "Snapshot" Look

Prepared for: Mark Arentsen

Bondurant City Council

Prepared by: Dan Moulton

Realtor: Moulton & Associates

July 21, 2014

*Tax Abatement Vs. No Tax Abatement

	<u>2014 /6 mo.</u>	<u>Proj. Yr.</u>	<u>Avg. Price</u>	<u>2005</u>	<u>Avg. Price</u>	<u>9 yr.\$ Increase</u>
Altoona*	16	29**	\$227,703	77	\$211,978	\$15,725
Ankeny	175	315**	\$286,377	210	\$240,338	\$46,039
Bondurant*	21	38**	\$219,974	53	\$191,270	\$28,704
Grimes	51	92**	\$287,913	46	\$188,670	\$99,243
Pleasant Hill*	9	16**	\$237,557	44	\$193,676	\$43,881
Waukee	89	160**	\$310,977	170	\$219,996	\$90,981

**60% of Sales 1st 6 mo. / 40% of Sales 2nd 6 mo.

Avg. Sale for Non-Tax-abatement cities \$295,089

Avg. Sale for Tax-abatement Cities* \$228,411

Difference: \$66,678

		<u>Per Yr.</u>
Avg. Price Increase Past 9 Yrs. Non-abatement cities:	\$78,754	\$8,750
Avg. Price Increase Past 9 Yr. Tax-abatement cities:	\$29,437	\$3,270

1. No Tax-abatement city is on track to equal 2005. Bondurant 38% of 2005.
2. Avg. Non-abated cities on track to exceed 2005. Grimes 200% of 2005.
3. Avg. 9 yr. Price of homes in not-abated cities vs. abated cities is 268% per year.
4. Avg. 9 yr. price increase difference between Bondurant and non-abated cities Is \$75,115. This is a 9 yr. average of 8,346 per yr.

Bondurant Re-sale Market 7-5-2013 to 7-5-2014

Data: Greater Des Moines MLS

Date: July 5, 2014

Study: Re-Sale single family homes \$150,000-\$250,000 Listed between
7/15/2013 and 7/5/2014. Built 2000 to 2008.

Findings:

Avg. Length of time between sales:	8 yrs
Total Homes Listed for Sale:	27
Homes Sold:	20
Homes Not Sold:	7 (24% Failed to Sell)
Avg. Price Originally Purchased:	\$176,886
Avg. Price Sold in past 12 months:	\$186,165
Avg. Equity (Minus 6% Brokerage + \$2500 Seller Concessions)	\$168,772
Avg. Loss Per Home:	(\$8,114) (\$1,264 Per Yr. Loss)
Homes Sold For Less Than Originally Purchased:	4 (20% Sold for Less)

Example Average Sale:

2006 Original Purchase:	\$178,886
2014 Sales Price:	\$186,165
Minus B.F. / 2% other expenses / \$2500 Seller Concession	(\$17,393)
Avg. 8 Yr. Loss	(\$10,114)
Seller Net:	\$168,772
Loan Balance 96 mo. @ 98% LTV @ 5%	\$150,507
Avg. Net Proceeds over 8 yrs:	\$18,265
Avg. Net Equity Per Yr.	\$2,283*

*Minus Down Payment, Closing Cost Home, Improvements: Deck / Finished Basement / Fence / Etc.

(2% Original Down \$3,578 + Closing Costs \$2,200 + Improvements \$7,000 Tot: \$12,777)

\$18,264 – (\$12,777) = \$5,487 Net Equity After 8 Yrs. \$686 per yr.

Tax-Abatement

Positives

1. Encourages Building Entry Level New Homes
2. Lower monthly payments first 3-5 yrs.

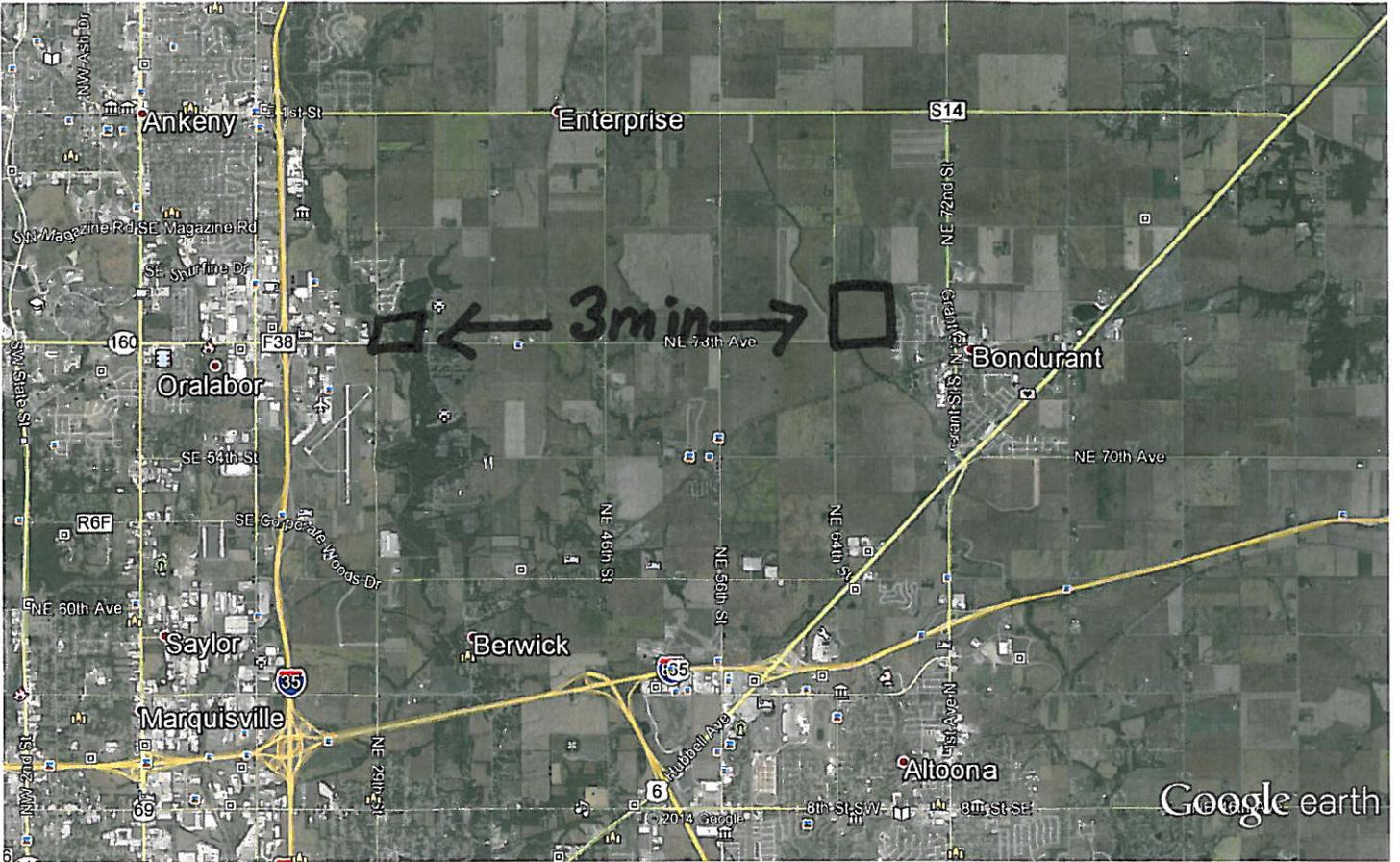
Negatives vs. Non-abated Areas

1. Reduces over-all sales of new homes.
2. Reduces avg. prices \$58,734.
3. Forces Sellers to Sell at a Lower Price.
4. Lower Prices result in Lower Equity.
5. People find it difficult to move-up to a better home.
6. Encourages Builders to build homes that are less expensive.
7. Discourages Builders from building more expensive homes.
8. Encourages Builders to build homes that are lesser in quality.
9. Less revenue for cities.
10. Encourages “negative reaction” from existing property owners paying full taxes.

Suggestions for Bondurant’s Future:

1. Hitch-hike off KJH Family’s contributions to Bondurant
 - a. New football stadium and track
 - b. New grocery store
2. End Tax-abatement
3. Promote that Bondurant only 3 minutes from Ankeny/ E. I-35 exit 90.
4. Signal to people that Bondurant is confident in what it has to offer

Now and in the Future!



Google earth



Promote Bondurant's Location

1. 3 min. East of I-35 exit 90.
2. 4 min. East of Karl Chevrolet
3. 4 min. East of shopping the Delaware corridor
4. 3 min. East of Ankeny

Promote what Bondurant has to Offer

1. New High School
2. New Football Stadium and Track
3. New Elementary School
4. Smaller Schools with More Opportunities
5. Smaller Community with A Big Future
6. New Grocery Store

Promote a "Range of Housing"

1. Homes Starting in the low \$200's
2. Homes from \$250,000 - \$300,000 plus

CITY OF BONDURANT
RESOLUTION NO. 14-109

**A RESOLUTION EXPRESSING APPRECIATION TO ERIC JOHNSON FOR SERVICE
AS A MEMBER OF THE BONDURANT PARKS & RECREATION BOARD**

WHEREAS, Eric Johnson served as a member of the Bondurant Parks & Recreation Board from January 2009 to July 2014; AND

WHEREAS, Eric Johnson has expressed support for and interest in improving youth sports activities and programming; AND,

WHEREAS, Eric Johnson has made many positive contributions to these and other important projects; AND,

WHEREAS, the Bondurant community is extremely grateful for Eric's support and assistance with these and other projects

NOW, THEREFORE BE IT RESOLVED, by the City of Bondurant City Council in session this 21st day July 2014, that it hereby expresses its sincere appreciation to Eric Johnson for his contribution of time and ideas in support of park facilities and recreation activities in the City of Bondurant.

Passed this ____ day of _____, 20____,

By: _____
Keith Ryan, Mayor

ATTEST: I, Mark J. Arentsen, City Administrator of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Mark J. Arentsen, City Administrator

Council Action	Yeas	Nays	Abstain	Absent
Bogaards				
Enos				
Johnson				
Lohse				
Sullivan				

CITY OF BONDURANT
RESOLUTION NO. 14-110

A RESOLUTION PRIORITIZING THE PRAIRIE MEADOWS COMMUNITY BETTERMENT
GRANT APPLICATIONS

WHEREAS, Prairie Meadows has Community Betterment grant funds available that target projects that have benefited the City of Bondurant including Student Scientists Watershed Project, Lake Petocka Park Playground Equipment, and Bondurant Regional Trailhead and Chichaqua Valley Trail Connection; AND

WHEREAS, the City Council of Bondurant is supportive of these applications for the betterment of their City; AND

WHEREAS, all applications from the City of Bondurant will be submitted to Prairie Meadows by the September 12, 2014, deadline; AND

WHEREAS, City Administrator Mark Arentsen’s justification for the projects are set out below

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the following Community Betterment Grant Applications are to be submitted to Prairie Meadows.

1. Replacement of the Lake Petocka South Shelter with a new shelter including restrooms. Assuming a similar design as the new City Park Shelter, the Lake Petocka South Shelter should cost \$130,000. The City has a \$37,000 REAP allocation for this work which will need to be spent in the next year or two.
2. The Bondurant Development Incorporated Arts & Recreation Committee is recommending improvements to Gateway Park (next to the Grant St. Casey's) and the North Community Entrance (Second Street / Highway 65). These two projects are both included in the Park, Trail and Greenway Master Plan. The cost estimate for Gateway Park is \$63,000. The North Community Entrance in the Park Plan, has a cost estimate of \$19,000. The Arts & Recreation Committee intends to pursue other funding programs for these projects also.
3. The City should pursue removal or relocation of the gravel driveway used for access to Victory Lane Auto Repair and expansion of the landscaping area. This is not included in the cost estimate. The driveway is on City-owned property and makes an already visually unappealing property look even worse. The landscaping plan could be revised to make a relocated gravel driveway less noticeable.

Passed this ____ day of _____, 20____,

By: _____
Keith Ryan, Mayor

ATTEST: I, Mark J. Arentsen, City Administrator of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Mark J. Arentsen, City Administrator

Council Action	Yeas	Nays	Abstain	Absent
Bogaards				
Enos				
Johnson				
Lohse				
Sullivan				

CITY OF BONDURANT
RESOLUTION NO. 14-111

A RESOLUTION APPROVING BRYANT ARNS' APPOINTMENT TO
THE PARKS AND RECREATION BOARD

WHEREAS, the City Council has created a Parks and Recreation Board to advise the Council on needed facilities and encourage other programs to enhance the leisure time activities of the City's residents; AND

WHEREAS, the Board shall consist of seven members, be residents of the City, and appointed by the Council;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, to approve the appointment of Bryant Arns to serve on the Parks and Recreation Board with a term beginning upon approval and expiring 12/31/2015.

Passed this ____ day of _____, 20____,

By: _____
Keith Ryan, Mayor

ATTEST: I, Mark J. Arentsen, City Administrator of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Mark J. Arentsen, City Administrator

Council Action	Yeas	Nays	Abstain	Absent
Bogaards				
Enos				
Johnson				
Lohse				
Sullivan				

BRYANT ARNS

OBJECTIVE	Obtain a position with the Bondurant Parks & Recs Department to improve the quality of life in my community by assisting in providing recreational activities and healthy lifestyles.
PROFESSIONAL SUMMARY	Manage performance of restaurants at various levels Train and develop internal talent in alignment with company goals and guidelines Coached basketball from youth camps to the college level
EXPERIENCE	REGIONAL MANAGER – BUFFALO WILD WINGS 8/2008 - Present Multi-unit manager for restaurant aimed at creating the ultimate sports experience Liaison between corporate office and field management Establish budgets and expectations for the businesses Hire and develop management for six different stores Facilitate regional meetings to FOOD AND BEVERAGE MANAGER – PRAIRIE MEADOWS RACETRACK AND CASINO 1/2005 - 8/2008 Supervise staff at fourteen different food and beverage outlets Train staff to adhere to casino and state policies and laws Schedule staff based on business needs Budget and review financial information on a weekly basis
COMMUNITY REFERENCES	BRAD PFALTZGRAFF Legacy Bank 515-210-7931 Travis Evans B-F Boys Basketball Coach 417-379-8163

CITY OF BONDURANT
RESOLUTION NO. 14-112

A RESOLUTION APPROVING A STREET CLOSING APPLICATION FOR A RESIDENTIAL
BLOCK PARTY

WHEREAS, Traci Kennedy, 213 Tailfeather Drive, Northwest, Bondurant, has requested a Street Closing for a Residential Block Party; AND

WHEREAS, the Street Closing Application required by the City of Bondurant has been properly completed and submitted in a timely manner

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, the Street Closing Application for the purpose of a Residential Block Party on Tailfeather Drive from Spruce Drive, Northwest to Deer Ridge, Northwest, is hereby approved as presented.

Passed this ____ day of _____, 20____,

By: _____
Keith Ryan, Mayor

ATTEST: I, Mark J. Arentsen, City Administrator of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Mark J. Arentsen, City Administrator

Council Action	Yeas	Nays	Abstain	Absent
Bogaards				
Enos				
Johnson				
Lohse				
Sullivan				



Block Party # _____

Street Closing Application

Purpose of Street Closing: Residential Block Party

Date of Application: July 6, 2014

Name of Contact Person: Traci Kennedy

Address of Contact Person: 213 Tailfeather Dr NW; Bondurant, IA; 50035

Contact Phone # 515-779-1802 Cell Phone # 515-779-1802

Email: Crazydancemama@aol.com

Date of Street Closing: September 6, 2014

Time: From 5:00 pm To Midnight (no earlier than 8:00 a.m., and no later than 12 midnight)

Optional Rain Date September 13, 2014

Street(s) to block off:

Tailfeather Dr to Spruce Dr; Tailfeather Dr to Deer Ridge

Intersections: Spruce Dr AND Deer Ridge

Will the block party involve entertainment: Yes No

If yes, please describe: (i.e.: music, inflatables, etc) Fire truck visit. Little games and activities that the families provide.

The applicant must make a reasonable attempt to obtain the signatures of everyone in the affected area.

The City of Bondurant has the right to deny street closure applications. Closure of all streets requires City Council approval. The City Clerk's Office will advise you of the date City Council will consider your street closure request – this may affect the date of your block party. Returning this application at least 60 days prior to the requested date(s) is recommended.

Applicant Signature: Traci L. Kennedy



As a service to our residents we offer, free of charge, educational visits to your residential block party, by Polk County Sheriff's Department, Fire and/or Municipal Utilities Departments:

Residential Block Party Address: Tailfeather Dr NW

Date: 9/16/14

I WOULD LIKE AN EQUIPMENT DEMONSTRATION AND EDUCATIONAL VISIT FROM THE BONDURANT FIRE DEPARTMENT IF PERSONNEL ARE AVAILABLE. THE PREFERRED TIME WOULD BE 7:00.

I WOULD LIKE AN EQUIPMENT DEMONSTRATION AND EDUCATIONAL VISIT FROM THE POLK COUNTY SHERIFF'S DEPARTMENT IF PERSONNEL ARE AVAILABLE. THE PREFERRED TIME WOULD BE 7:30.

I WOULD LIKE AN EDUCATIONAL VISIT FROM THE MUNICIPAL UTILITIES PERSONNEL, REGARDING RESIDENTIAL STORMWATER INITIATIVES, IF PERSONNEL ARE AVAILABLE. THE PREFERRED TIME WOULD BE _____.



We, the property owners, do hereby acknowledge being notified of the closing of the following streets, as requested, for a Residential Block Party, on 9/10 (date/time).

Street(s) to be blocked off: Tailfeather Dr NW
Intersections: Deer Ridge AND Spruce

Name	Address
Traci Kennedy	213 Tailfeather Dr. NW
Janette Gehrels	615 Deer Ridge Dr. NW
Chad Holt	212 Tailfeather Dr. NW
John + Trina Nickel	216 Tailfeather Dr NW
Sandy + Justin Frost	217 Tailfeather Dr. NW
DAVID + JENNIFER SHILLING	208 TAILFEATHER DR NW
HOLLIE HERRIN	109 Tailfeather Dr NW
Doug Dickes	205 Tailfeather Dr NW
Jeremy + Sarah Rappas	209 Tailfeather Dr NW
MICHAEL + KRISTIN SMITH	228 TAILFEATHER DR NW
CHRIS GARLAND	209 TAILFEATHER DR NW
CHAD + Sara Hulen	208 TAILFEATHER DR. NW
DANIA + Michelle Semprini	204 Tailfeather Dr NW
Orlei + Raehel Klein	220 tailfeather Dr NW
Michael Ruggles	225 Tailfeather NW
Feather Hairline	221 Tailfeather Dr NW
Slate Hairline	221 tailfeather Dr NW
Luke + Jessica Texts	201 Tailfeather
Tom + Desiree Coft	100 Tailfeather Dr NW
Bethany + Nick Starkey	104 Tailfeather Dr. NW
Frank + Susan	108 Tailfeather Dr. NW *
Stephanie Ham	224 Tailfeather Dr. NW

(Please attach additional pages for required signatures)



RESIDENTIAL BLOCK PARTY-STREET CLOSURE REQUIREMENTS/RULES

1. All persons living in the immediately affected area to be blocked off shall be notified in advance of the street closing. List of signatures and address shall accompany this permit.
2. All street closures require City Council approval.
3. No beer or liquor shall be consumed on the street. Any kegs and all liquor must be located on private property.
4. Any music or other noise shall be kept to an acceptable level. All music shall be turned off at 9:00 p.m. Any valid complaint of disturbance of the peace will result in a warning and if it continues, it shall be reason to terminate the block party. The use of fireworks is not allowed per Iowa Code. Persons using fireworks may be criminally charged and the block party may be terminated.
5. The City of Bondurant Public Works Division, Street Maintenance Crew, shall be notified of the location and time of the block party. Barricades will be placed on the street right-of-way at the intersections of the street closing. The person(s) in charge of the block party will set out the barricades at the intersections just prior to the start of the block party. When the block party has concluded and the street right-of-way is clear of people, materials, and debris, those in charge shall remove the barricades from the street. The removed barricades shall be placed back at the location where they were dropped off. The street shall be opened for vehicular traffic no later than the concluding time listed. The Street Maintenance crew will pick up the barricades the following working day. The person(s) requesting the block party is/are responsible and will be billed for all damaged or lost barricades. The fee for damaged or lost barricades may be up to \$300.00 each.
6. Street closure applications should be turned in to the City at least 60 days prior to the requested street closure dates.
7. Return completed application to the City Clerk's Office, 200 Second Street Northeast, M-F 8-5, Questions, contact the City Clerk's Office at 967-2418.

CITY OF BONDURANT
RESOLUTION NO. 14-113

A RESOLUTION APPROVING THE AGREEMENT FOR COOPERATIVE PUBLIC SERVICE
BETWEEN POLK COUNTY, IOWA AND THE CITY OF BONDURANT, IOWA

WHEREAS, the City of Bondurant has determined by City Code 55.06 that it is unlawful for any owner to allow an animal to run at-large within the corporate limits of the City; AND

WHEREAS, the City of Bondurant has determined by City Code 55.04 that a person who has ownership or custody of a cat or dog shall not abandon the cat or dog; AND

WHEREAS, animals found abandoned or at-large in violation of Chapter 55 of the City Code shall be seized and impounded;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that it hereby enters into an Agreement for Cooperative Public Service with Polk County, Iowa, to retrieve and impound abandoned or at-large animals within the corporate limits of the City.

Passed this ____ day of _____, 20____,

By: _____
Keith Ryan, Mayor

ATTEST: I, Mark J. Arentsen, City Administrator of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Mark J. Arentsen, City Administrator

Council Action	Yeas	Nays	Abstain	Absent
Bogaards				
Enos				
Johnson				
Lohse				
Sullivan				

Mark Arentsen

From: Lindsay M. Clark [Lindsay.Clark@polkcountyiowa.gov]
Sent: Thursday, July 10, 2014 7:34 AM
To: 'Mark Arentsen'
Subject: RE: Animal Control Agreement

Hi Mark,

There is a slight reduction in the fee schedule if you refer to Attachment E. In Attachment C, "If Polk County Animal Control staff is not successful in picking up the animal or the request is no longer needed, only the drive time and mileage fees are applicable during normal working hours". Also, the agreement is left open-ended with either party able to terminate contract with 60 days written notice.

Please let me know if you have any other questions.

Thank you,

Lindsay Clark
Accounting Technician
Polk County Sheriff's Office
515.323.5453

From: Mark Arentsen [<mailto:marentsen@cityofbondurant.com>]
Sent: Wednesday, July 09, 2014 3:24 PM
To: Lindsay M. Clark
Subject: RE: Animal Control Agreement

Lindsay, Is the revised agreement changed from the existing agreement?

Mark Arentsen

City Administrator
City of Bondurant, Pop. 3,860
200 Second St., NE, PO Box 37
Bondurant, IA 50035
515-967-2418
515-971-6855 (Cell)
515-967-5732 (Fax)
marentsen@cityofbondurant.com
www.cityofbondurant.com

From: Lindsay M. Clark [<mailto:Lindsay.Clark@polkcountyiowa.gov>]
Sent: Wednesday, July 09, 2014 11:38 AM
To: 'marentsen@cityofbondurant.com'
Subject: Animal Control Agreement

Good afternoon,

Please review the attached contract. Let me know if this okay or if changes need to be made.

Thank you,

Lindsay Clark

ATTACHMENT E

FEE SCHEDULE

The city shall pay the County a personnel and vehicle fee for each call dispatched within the incorporated areas of the city. Total rates per call are as follows:

\$90.00 for each dispatched call during regular hours

\$106.00 for each dispatched call after regular hours

\$131.00 for each dispatched call after regular hours on Sunday and holidays

In addition to the charges above, the County shall bill the City for charges incurred for the acceptance, boarding and other services provided to within the corporate limits of the City.

An additional charge of \$75.00 will be incurred for the pick-up of each dead animal as described in Attachment D.

The above charges represent the actual cost for the period July 1, 2013 to June 30, 2014. Each year the chargeable rate will reflect actual costs. On or about May 1 of each year of the agreement, the County will forward to the City the new rates which will become effective July 1 of each year.

The County shall retain an amount equal to 25% of the redemption fee collected on behalf of the City to cover costs associated with the collection process.

ATTACHMENT C

DUTIES OF THE CITY

It is understood by the City that a personnel and vehicle fee, as described in Attachment E, will be charged at the time a Polk County Animal Control Officer is dispatched by the Polk County Sheriff's Office. If Polk County Animal Control staff is not successful in picking up the animal or the request is no longer needed, the fees are not applicable during normal working hours. Normal working hours are defined as Monday-Friday, 8:00am-4:00pm, excluding holidays.

The City shall pay each monthly bill for services rendered, within forty days of the receipt of the invoice.

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE

BETWEEN

POLK COUNTY, IOWA

AND

THE CITY OF Bondurant, IOWA

THIS AGREEMENT is made and entered into, by and between the Polk County Board of Supervisors, hereinafter referred to as the "County", and the City of Bondurant, hereinafter referred to as the "City".

1. This Agreement shall consist of four (4) pages and Attachments A, B, C, D and E which shall be considered a part of this Agreement.
2. This Agreement shall become effective July 1, 2014, upon its approval and execution by the parties, and shall remain in effect until either party terminates following the procedures detailed in Paragraph 10.
3. The purpose of this Agreement is listed in Attachment A.
4. Duties of the County are listed in Attachment B.
5. Duties of the City are listed in Attachment C.
6. Attachment D is an exemption for non-domesticated, exotic and dangerous animals.
7. Attachment E is a detailed fee schedule. Annually, on or about May 1, the County will forward the calculated rates to the City, which will become effective July 1 of the same year.
8. Polk County shall be the lead agency for carrying out the terms of this agreement.
9. The Polk County Sheriff's Office shall administer performance of this Agreement for Polk County.
10. Any party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of

termination. Notice shall be sent to the governing body of the other parties at their principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the terms of the agreement.

11. In the event of a breach by any entity of this agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
12. This is the entire Agreement between all parties and it may be amended only upon the agreement of all parties and only in writing.
13. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement. It will then be filed in the Office of the Polk County Auditor and in the office of the City Clerk.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in four (4) separate counterparts, each of which shall be considered an original.

Executed by Polk County, Iowa

_____ day of _____ 2014

Polk County, Iowa
Board of Supervisors

Attest _____
Auditor

Chairperson

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City of Bondurant has caused this Agreement to be executed in four (4) separate counterparts, each of which shall be considered an original.

Executed by the City of Bondurant, Iowa

_____ day of _____ 2014

City of Bondurant

Attest _____

Mayor _____

ATTACHMENT A

The purpose of this Agreement is to provide for Polk County to retrieve and impound abandoned or at-large animals within the corporate limits of the City.

ATTACHMENT B

Duties of the County

Polk County, shall respond only to calls dispatched from the Polk County Sheriff's Dispatch (Dispatch) requesting retrieval and impoundment of abandoned or at-large animals described by the Persons Authorized by the City or requesting retrieval of animals then in the custody of City employees. The County will transport any animals retrieved within the limits of the City to the Polk County holding facilities of the Animal Rescue League of Iowa, Inc. (the "League").

The County's duties hereunder are limited to responding to calls dispatched by the Polk County Sheriff's Office for the purpose of attempting to locate and capture the animals complained of, and retrieval and impoundment of the animals. The County shall not be responsible for overall enforcement of any state law or regulation applicable within the corporate boundaries of the City, nor for enforcement of any animal control ordinance, rule or regulation of the City. The County will make a reasonable attempt to locate, retrieve or impound particular animals. The parties agree that the County may not be able to locate, retrieve or impound the particular animal. The County will not be responsible for the care, treatment or ultimate disposition of any animal delivered to the League holding facilities. The County will inform the League to follow any written instructions received from the City with respect to animals transported from within the City's corporate limits and absent such instructions, to treat any such animal the same as a comparable animal captured in an unincorporated area of the County, however, the County will not be responsible for the failure of the League to follow any such instructions.

Additionally, the County will, on behalf of and as agent for the City, receive from and pay to the League bills for acceptance, boarding and other services provided to animals picked up by Polk County animal control staff, within the corporate limits of the City. The City acknowledges that the amounts of such fees are established by negotiation with the League, are not wholly within the control of the County, and may vary from time to time during the term of this Agreement with no prior notice to the City. The rate per animal charged the City will not exceed

the rate per animal which the County pays for comparable animals picked up in an unincorporated area of the County.

The County will bill the City on a monthly basis for services provided hereunder. Bills will detail the number of trips and any unbilled charges of the League, or another facility pursuant to Attachment D, and shall specify the total amount due the County.

ATTACHMENT C

DUTIES OF THE CITY

It is understood by the City that a personnel and vehicle fee, as described in Attachment E, will be charged at the time a Polk County Animal Control Officer is dispatched by the Polk County Sheriff's Office. If Polk County Animal Control staff is not successful in picking up the animal or the request is no longer needed, only the drive time and mileage fees are applicable during normal working hours. Normal working hours are defined as Monday-Friday, 8:00am-4:00pm, excluding holidays.

The City shall pay each monthly bill for services rendered, within forty days of the receipt of the invoice.

ATTACHMENT D

Non-Domesticated Animal Exemption

The parties understand that the League may be unable or unwilling to accept certain species of animals. These animals include all non-domesticated animals and those animals considered dangerous or exotic. The County will not pick up unacceptable animals except in instances where police believe an emergency situation exists. If a City Official believes an emergency exists, the Official shall inform Dispatch of the emergency situation prior to the dispatch of Animal Control Officers. An emergency call received by Dispatch shall authorize pick up without prior agreement on disposition and if the pick up is successful, the County will use its best efforts to locate a suitable holding facility for the animal. The City agrees to reimburse the County for all costs incurred by the County, for acceptance, boarding and other services provided by any facility chosen pursuant to this paragraph. The City shall pay Polk County a personnel and vehicle fee, as described in Attachment E, on a monthly basis. For the purpose of this agreement, dead animals do not constitute an emergency situation. In addition to the personnel and vehicle charges, a fee will be required for the pick-up of dead animals, as described in Attachment E. Dead or injured deer will be the responsibility of the City.

ATTACHMENT E

FEE SCHEDULE

The city shall pay the County a personnel and vehicle fee for each call dispatched within the incorporated areas of the city. Total rates per call are as follows:

\$85.79 for each dispatched call during regular hours

\$100.33 for each dispatched call after regular hours at the time and one half rate

\$123.22 for each dispatched call after regular hours on Sunday and holidays at the double time rate

In addition to the charges above, the County shall bill the City for charges incurred for the acceptance, boarding and other services provided to within the corporate limits of the City.

An additional charge of \$75.00 will be incurred for the pick-up of each dead animal as described in Attachment D. This fee will adjust based on action by the League.

The above charges represent the calculated costs for the period July 1, 2014 to June 30, 2015. Each year the chargeable rates will reflect annually calculated costs. Calculated costs include the following: Animal Control Officer, accounting, supervision, administrative support & supplies, mileage, vehicle equipment & depreciation. On or about May 1 of each year of the agreement, the County will forward to the City the new rates which will become effective July 1 of each year.

The County shall retain an amount equal to 25% of the redemption fee collected on behalf of the City to cover costs associated with the collection process.

CITY OF BONDURANT

RESOLUTION NO. 14-114

A RESOLUTION APPROVING A SMALL AREA STUDY OF MALLARD CREEK AREA TO BE CONDUCTED BY HOISINGTON KOEGLER GROUP

WHEREAS, planning for public systems including roads, parks and municipal infrastructure becomes increasingly challenging without a long-range plan that is supported by property owners and prospective developers; AND

WHEREAS, the City of Bondurant Comprehensive Plan provides a high level analysis and plan for overall systems and is targeted at the community scale; AND

WHEREAS, a more focused planning study is needed to understand the impacts that physical development and future infrastructure investments will have for the City's future development

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Hoisington Koeqler Group, Inc., is authorized to conduct a Small Area Study of Mallard Creek Area for the cost of \$8,500, plus \$800 for incidental expenses.

Passed this ____ day of _____, 20____,

By: _____
Keith Ryan, Mayor

ATTEST: I, Mark J. Arentsen, City Administrator of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Mark J. Arentsen, City Administrator

Council Action	Yeas	Nays	Abstain	Absent
Bogaards				
Enos				
Johnson				
Lohse				
Sullivan				

MEMORANDUM

Hoisington Koegler Group Inc.



To: Mark Arentsen, City Administrator
From: Brad Scheib, AICP, Vice President
Subject: Small Area Study Proposal – Mallard Creek Area
Date: 7 July 2014

Planning for public systems including roads, parks, and municipal infrastructure becomes increasingly challenging without a long range plan that is supported by property owners and prospective developers. The comprehensive plan provides a high level analysis and plan for overall systems and how they 'systematically' serve the community.

The comprehensive plan is targeted at the community scale. A more focused planning study is needed to understand the impacts that physical development and future infrastructure investments will have. A small area study will evaluate resultant block and lot patterns based on road and trunk infrastructure alignments, key intersection points with the collector/arterial road network, location and general program for parks, and a strategy for storm water management.

The objective of the small area study is to reach agreement on the location and general character of key systems (collector roads, city parks, regional stormwater) through the small area study site. Achieving that agreement will save significant time and energies in the future as development concepts are explored. The proposed approach to reach that agreement is as follows:

1. Prepare key basemaps with existing infrastructure systems that serve the site, known easements, contours, wetlands, or other known environmental features.
2. Hold meetings with key property owners. These meetings would be to share community objectives and to understand from the property owner short term or long term development objectives. To the degree possible, we will quantify development expectations (unit counts by type) to guide the development of concepts and understand key givens.
3. Prepare a key principles diagram outlining access, circulation, lot & block patterns, and addressing key relationships future development should respond to.
4. Prepare development concepts (not more than three concepts) that achieve community and development objectives to the greatest degree possible.
 - a. Concepts will be hand sketched and will illustrate general block patterns, collector road alignments and cross sections, park locations and bulleted programmatic elements, and general storm water management strategies.
 - b. We will prepare a limited number of sketches for key blocks that have frontage on key public systems (parks, collector streets, stormwater areas) on parcel 8023-25-300-005 (approximately 143 acres). These sketches will include lot patterns for various land use concepts to demonstrate how lots can be enhanced by location and orientation to key public systems.

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Direct (612) 252-7122 Email Brad@hkgi.com

- c. We will define key connection points of collector streets that ultimately extend beyond the subject parcel to connecting arterial/collector streets.
 - d. We will establish a basis for park and open space systems that *may* provide direction to adjacent parcels and that may provide more efficient community systems and valued added infrastructure on a regional basis.
 - e. Each concept will provide a development summary and high-level order of magnitude costs for linear feet of collector level roadways as well as sq. ft. of park space and landscape costs for items such as boulevard trees, screening and berming.
5. Prepare summary sheets highlighting the details of each concept.
 6. Present findings to key property owners and City Officials.

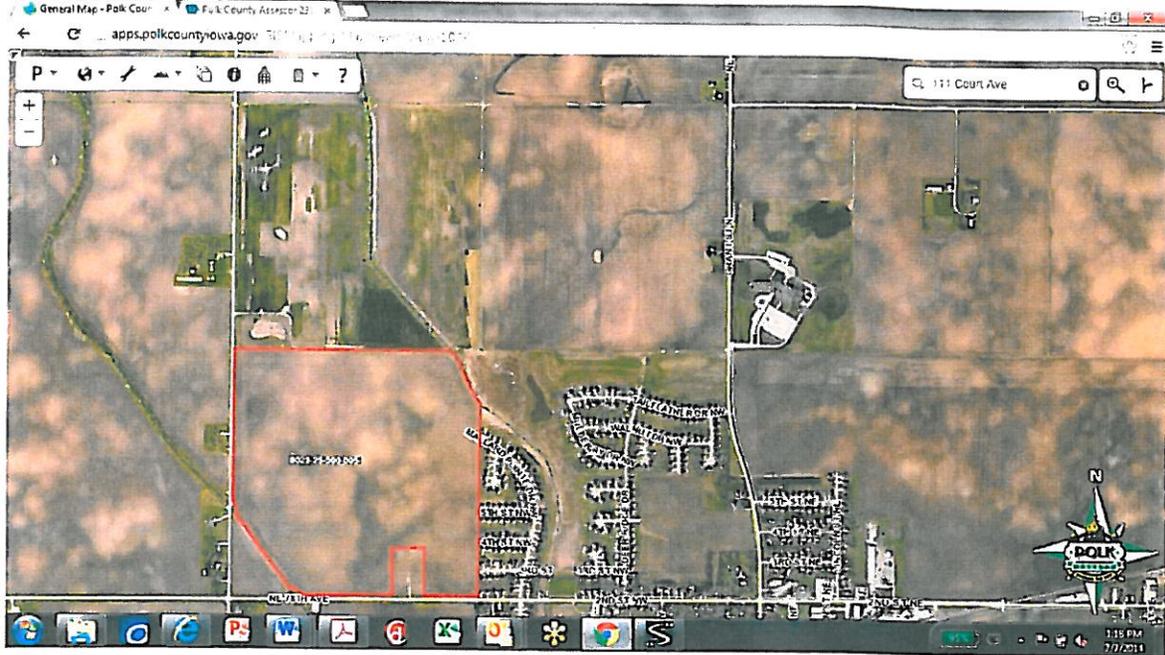
The concept plans are intended to be used as a guide for future development planning in the study area. The core work for this project would take approximately 2 months to complete in order to accommodate schedules for meeting times. The proposed fee for conducting the small area study is \$8,500, plus incidental expenses including mileage and printing/plotting costs. We do not envision expenses exceeding \$800.

To authorize HKGi to proceed with the above outlined tasks according to this memorandum, please sign below and return to bscheib@hkgi.com.

Mark Arentsen, City Administrator
City of Bondurant

Date

Study Area:



CITY OF BONDURANT

RESOLUTION NO. 14-115

RESOLUTION RELATING TO THE HOLDING OF A PUBLIC HEARING AND APPROVING PROCEEDINGS FOR THE ISSUANCE AND SALE OF REVENUE BONDS OR NOTES (HEALTHCARE FACILITIES PROJECT) IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$7,200,000.

WHEREAS, the City of Bondurant, State of Iowa (the "Issuer"), is a municipal corporation and political subdivision of the State of Iowa authorized and empowered by the provisions of Chapter 419 of the Code of Iowa, as amended (the "Act"), to issue revenue bonds or notes for a project located within, or within eight miles of, the Issuer for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment, or any interest therein, suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the "Code") which is exempt from federal income tax under Section 501(a) of the Code (a "Tax Exempt Organization") and to refund any bonds issued pursuant to the Act; and

WHEREAS, the Issuer has been requested by Village Assisted Living Inc. ("Village Assisted Living") and Evangelical Retirement Homes, Inc. (d/b/a Valley View Village) ("Evangelical Retirement Homes" and together with Village Assisted Living, the "Borrowers"), a Tax Exempt Organization, to issue its revenue bonds or notes in an aggregate principal amount not to exceed \$7,200,000 (the "Bonds") for the purposes of: (1) financing a portion of the cost of constructing, remodeling, equipping, furnishing and improving a replacement skilled nursing facility for Evangelical Retirement Homes consisting of approximately 79 beds and 72,000 square feet, including neighborhood dining rooms, physical therapy and support spaces, related land improvements and other improvements, all located on the Borrowers' campus (the "Campus") at 2571 Guthrie Avenue, Des Moines, Iowa (the "Project"); (2) retiring existing indebtedness of Evangelical Retirement Homes related to the Project; (3) refunding the outstanding \$1,779,200 Revenue Note (Evangelical Retirement Homes, Inc. Project), Series 2008, (the "Series 2008 Nursing Home Note") issued by the City of Pleasant Hill, Iowa ("Pleasant Hill") for the purposes of retiring existing indebtedness of Evangelical Retirement Homes which was used to finance improvements to the existing nursing home facilities located on the Campus and to pay for costs of issuance related to the Series 2008 Nursing Home Note; (4) refunding the outstanding \$6,215,000 Revenue Note (Village Assisted Living, Inc. Project), Series 2008 (the "Series 2008 Assisted Living Note" and, together with the Series 2008 Nursing Home Note, the "Prior Notes") issued by Pleasant Hill for the purposes of constructing an assisted living facility for Village Assisted Living located on the Campus at 2555 Guthrie Avenue, Des Moines, Iowa, and to pay for costs of issuance related to the Series 2008 Assisted Living Note; (5) funding any necessary reserve funds; and (6) paying for costs of issuance and certain other costs associated with the issuance of the Bonds; and

WHEREAS, it is proposed to finance the foregoing through the issuance of the Bonds and to loan the proceeds from the sale of the Bonds to the Borrowers under one or more loan agreements (the "Loan Agreements") between the Issuer and the Borrowers, the obligations of which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds as and when the same shall be due and payable; and

WHEREAS, the Bonds, when issued, shall be limited obligations of the Issuer, and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, and the principal of and interest and premium, if any, on the Bonds shall be payable solely out of the revenues derived from the aforementioned Loan Agreements; and

WHEREAS, notice of intention to issue the Bonds has, as directed by the City Council of the Issuer, been duly given in compliance with the Act and Section 147(f) of the Internal Revenue Code, and a public hearing has been held on the proposal to issue the Bonds at the time and place as specified in said notice and all objections or other comments relating to the issuance of the Bonds have been heard;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Bondurant, Iowa, as follows:

Section 1. It is hereby determined it is necessary and advisable that the Issuer proceed with the issuance of the Bonds, as authorized and permitted by the Act, and loan the proceeds of the sale of the Bonds to the Borrower, all upon terms and conditions mutually satisfactory to the Issuer and the Borrower. The Council shall proceed with the necessary proceedings relating to the issuance of the Bonds as soon as the required documentation has been prepared by Bond Counsel.

Section 2. At the public hearing conducted by the Council, pursuant to published notice, all persons who appeared were given an opportunity to express their views for or against the proposal to issue the Bonds.

Section 3. The Bonds, if issued, and the interest and premium, if any, thereon, will be payable solely out of the revenues derived from the Loan Agreements, and shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation and shall not constitute nor give rise to a pecuniary liability of said Issuer or a charge against its general credit or taxing powers. All costs and expenses incident to the issuance and sale of the Bonds, including, but not limited to, accounting, legal, and Bond Counsel and Issuer's Counsel fees, printing fees and filing fees, shall be paid from Bond proceeds or directly by the Borrowers.

Section 4. All resolutions and orders or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed, and this resolution shall be in full force and effect immediately upon its adoption.

Passed this ____ day of _____, 20____,

By: _____
Keith Ryan, Mayor

ATTEST: I, Mark J. Arentsen, City Administrator of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Mark J. Arentsen, City Administrator

Council Action	Yeas	Nays	Abstain	Absent
Bogaards				
Enos				
Johnson				
Lohse				
Sullivan				

HEARING PROCEEDINGS

Bondurant, Iowa

July 21, 2014

The City Council of Bondurant, Iowa, met in regular session on the above date at 6:00 p.m., at the City Hall, Bondurant, Iowa. The meeting was called to order and there were present the Mayor and the following named Council Members:

Present: _____

Absent: _____

****Other Business****

The Council investigated and found that notice of intention to issue revenue bonds or notes, in one or more series, (the "Bonds") on behalf of Village Assisted Living, Inc. and Evangelical Retirement Homes, Inc. (d/b/a Valley View Village) in an aggregate principal amount not to exceed \$7,200,000 had, as directed by the Council, been duly given according to law.

This being the time and place specified in the notice for the conduct of a public hearing on the proposal to issue such Bonds, the Mayor announced that all local residents attending the hearing would now be given an opportunity to express their views for or against the proposal to issue the Bonds. The following local residents attending the hearing expressed their views as follows:

None

The following local residents who had submitted written comments prior to the hearing expressed their views in such written comments as follows:

None

After all local residents who appeared at the hearing who desired to do so had expressed their views for or against the proposal to issue the Bonds, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question on the motion and upon the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____

Whereupon, the Mayor declared said motion duly carried and the resolution adopted as follows:

CITY OF BONDURANT
RESOLUTION NO. 14-116

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF BONDURANT AND VEENSTRA & KIMM FOR THE MUD CREEK CHANNEL RELOCATION

THIS AGREEMENT, made this _____ day of _____ 20___, by and between the **CITY OF BONDURANT, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter called the **Engineers**,

WITNESSETH, THAT WHEREAS, Mud Creek is currently located around the northerly and westerly sides of the Bondurant wastewater treatment facility site, and

WHEREAS, in approximately 1982 the City relocated Mud Creek around the westerly side of the lagoon system as a part of its expansion project at that time, and

WHEREAS, the City has now retired its wastewater treatment lagoon system from active service and the two westerly cells are no longer required, and

WHEREAS, the City recently completed a flood model of Mud Creek, and

WHEREAS, the flood model determined the relocation of the creek around the northerly and westerly side of the 1980s lagoon expansion raised the 100 year flood elevation of Mud Creek by slightly more than 1-foot, and

WHEREAS, the Engineers recently completed an evaluation of the flood elevations of Mud Creek if the channel were moved back to an alignment generally following the pre-1982 alignment with a slight modification to avoid the control building at the wastewater treatment plant facility, and

WHEREAS, as part of the Wastewater Reclamation Authority's conversion of the easterly two lagoon cells to an equalization basin the City must undertake certain modifications to abandon the two westerly cells, and

WHEREAS, the City has determined the best method of abandoning the westerly two lagoon cells is to relocate the Mud Creek channel to reduce the flood elevation north of the former railroad right-of-way, and

WHEREAS, the City desires to proceed with the design and possible construction of the relocation of Mud Creek adjacent to the former wastewater treatment plant, and

WHEREAS, the project will be referred to as the **Mud Creek Channel Relocation**, or **Project**, and

WHEREAS, the City desires to retain the Engineers to provide engineering design services for the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does retain the Engineers to provide professional engineering services for the Project subject to the following terms, conditions, and stipulations to wit:

1. **PROJECT SCOPE.** It is understood and agreed the Project shall consist of the design of the following improvements:
 - a. Relocation of the Mud Creek channel from the southerly side of the former railroad right-of-way southerly and southwesterly to join the existing Mud Creek channel southwesterly of the control building at the wastewater treatment plant.
 - b. Abandonment and filling of the existing creek channel along the northerly side of the wastewater treatment facility.
 - c. Dredging and other channel improvements to the Mud Creek channel between the railroad right-of-way and 2nd Street NW.

It is understood and agreed the scope of the services for the Project may be modified by mutual agreement during the course of performance of the services as the parties mutually determine necessary to meet the goals and objectives of the City.

2. **DESIGN SERVICES.** The Engineers shall make topographic and other surveys as may be required for design of the Project and for preparation of plans and specifications. Design surveys do not includes surveys for acquisition of property.
3. **DESIGN AND PROJECT CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to details of design of the Project.
4. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are necessary for construction of the Project. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. Five (5) sets of final plans and specifications shall be submitted to the City.
5. **CONSTRUCTION PERMITS.** The Engineers shall be responsible to assist the City in obtaining the construction permit from the Iowa Department of Natural Resources
6. **COST ESTIMATE.** The Engineers shall prepare an estimated cost for the Project based upon the design developed. Anytime the Engineers anticipate that the actual Project cost will exceed the estimated Project cost, they shall immediately notify the City. The Engineers shall not be responsible to the City for any variation between the estimated Project cost and the actual cost of the construction contract based on competitive bids.

The Engineers shall prepare preliminary estimates of cost at the completion of the predesign and shall periodically update the estimate of cost as the design is completed.

7. **PROGRESS REPORTS.** During the design phase the Engineers shall confer with the City every thirty (30) days to report Project status. A progress report shall be submitted every thirty (30) days. Such progress reports shall be in a form suitable for use by the City as an informational item.
8. **RIGHT-OF-WAY AND EASEMENTS.** The Engineers shall determine the extent of any land acquisition or easement acquisition required for the Project. The Engineers shall prepare acquisition plats and easement descriptions as required for the Project. The Scope of Services does not include the actual work associated with the acquisition of right-of-way or easements.
9. **PLANS AND SPECIFICATIONS FOR BIDDERS.** The Engineers shall provide and distribute plans and specifications for bidders. In accordance with the provisions of the Code of Iowa the plans and specifications are to be provided and distributed to the bidders at no cost. In accordance with the provisions of the Code of Iowa the City shall reimburse the Engineers the actual cost for the plans and specifications and distribution thereof. The cost of plans and specifications and distribution of plans and specifications shall be in addition to the fees set forth herein for enumerated services.
10. **AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened and shall prepare a tabulation of bids for the City and shall advise the City in making the award. After the award is made, the Engineers shall assist in the preparation of necessary contract documents, transmit them to the contractor for execution and deliver them to the City.
11. **SERVICES DURING CONSTRUCTION.** It is understood and agreed the City will provide services during construction of the Project. Any services required of the Engineers during construction of the Project shall be provided by amendment to the Agreement to be approved prior to the services being provided by the Engineers.
12. **RESPONSIBILITY OF THE CITY.** Unless stated otherwise, the City shall furnish the following information: design and construction standards, zoning or deed restrictions, and permission for access to private property to perform work.
13. **COMPLETION.** The design services for the channel relocation shall be completed as follows:
 - a. Design and preparation of plans and specifications: September 15, 2014.
14. **COMPENSATION.** The City shall compensate the Engineers for services under this Agreement as follows:
 - a. The fee for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be on the basis of the Engineers standard hourly fees with a maximum not to exceed fee of Seventeen Thousand Five Hundred Dollars (\$17,500).

15. **METHOD OF PAYMENT.** The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Engineers shall show the total fees due, the amounts paid to date and the balance of the amount of the contract.

Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.

16. **NOTICE TO PROCEED.** Approval of this Agreement by the City shall constitute Notice to Proceed.
17. **TERMINATION OF AGREEMENT.** If, through any cause, the Engineers shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the City shall have the right to terminate this Agreement by specifying the date of termination in a written notice to the Engineers at least ten (10) working days before the termination date. In this event, the Engineers shall be entitled to just and equitable compensation for any satisfactory work completed.
18. **ASSIGNABILITY.** The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.
19. **TITLE TRANSFER.** The products of this Agreement shall be the property of the City. Nothing in this Agreement shall be construed as restricting the right of the Engineers to retain in their possession copies of the products of this Agreement.

The Engineers' reuse of the exact design developed under this Agreement is prohibited unless authorized by the City. The City may reuse the design, but in doing so, shall assume all liability for the design.

20. **CONFIDENTIALITY.** No reports, information and/or data given to or prepared or assembled by the Engineers under this Agreement shall be made available to any individual or organization by the Engineers without the prior written approval of the City.
21. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

22. **INSURANCE.**

The Engineer shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. Except as noted, the coverage is on an occurrence basis.

General Liability*

\$1,000,000/2,000,000

Automobile Liability	1,000,000
Excess Liability (Umbrella)*	5,000,000/5,000,000
Workers' Compensation, Statutory Benefits Coverage B	Statutory
Professional Liability**, ***	1,000,000/2,000,000

*Occurrence/Aggregate

** The Owner is not to be named as an additional insured

***Claims made basis

The Engineer shall provide the City with certificates of insurance on an annual basis showing the renewal of the required general business insurance and professional liability insurance. Renewal certificates of insurance shall be provided within 15 days after the effective date of the renewal of insurance.

- 23. ERRORS OR DEFICIENCIES.** The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions in the existing plant.
- 24. MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.
- 25. LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

26. COMPLETENESS OF CONTRACT. This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

Passed this ____ day of _____, 20____,

By: _____
Keith Ryan, Mayor

ATTEST: I, Mark J. Arentsen, City Administrator of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Mark J. Arentsen, City Administrator

Council Action	Yeas	Nays	Abstain	Absent
Bogaards				
Enos				
Johnson				
Lohse				
Sullivan				

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF BONDURANT, IOWA MUD CREEK CHANNEL RELOCATION

THIS AGREEMENT, made this _____ day of _____ 20 ____, by and between the **CITY OF BONDURANT, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter called the **Engineers**,

WITNESSETH, THAT WHEREAS, Mud Creek is currently located around the northerly and westerly sides of the Bondurant wastewater treatment facility site, and

WHEREAS, in approximately 1982 the City relocated Mud Creek around the westerly side of the lagoon system as a part of its expansion project at that time, and

WHEREAS, the City has now retired its wastewater treatment lagoon system from active service and the two westerly cells are no longer required, and

WHEREAS, the City recently completed a flood model of Mud Creek, and

WHEREAS, the flood model determined the relocation of the creek around the northerly and westerly side of the 1980s lagoon expansion raised the 100 year flood elevation of Mud Creek by slightly more than 1-foot, and

WHEREAS, the Engineers recently completed an evaluation of the flood elevations of Mud Creek if the channel were moved back to an alignment generally following the pre-1982 alignment with a slight modification to avoid the control building at the wastewater treatment plant facility, and

WHEREAS, as part of the Wastewater Reclamation Authority's conversion of the easterly two lagoon cells to an equalization basin the City must undertake certain modifications to abandon the two westerly cells, and

WHEREAS, the City has determined the best method of abandoning the westerly two lagoon cells is to relocate the Mud Creek channel to reduce the flood elevation north of the former railroad right-of-way, and

WHEREAS, the City desires to proceed with the design and possible construction of the relocation of Mud Creek adjacent to the former wastewater treatment plant, and

WHEREAS, the project will be referred to as the **Mud Creek Channel Relocation, or Project**, and

WHEREAS, the City desires to retain the Engineers to provide engineering design services for the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto that the City does retain the Engineers to provide professional engineering services for the Project subject to the following terms, conditions, and stipulations to wit:

1. **PROJECT SCOPE.** It is understood and agreed the Project shall consist of the design of the following improvements:
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 - b. Abandonment and filling of the existing creek channel along the northerly side of the wastewater treatment facility.
 - c. Dredging and other channel improvements to the Mud Creek channel between the railroad right-of-way and 2nd Street NW.

It is understood and agreed the scope of the services for the Project may be modified by mutual agreement during the course of performance of the services as the parties mutually determine necessary to meet the goals and objectives of the City.

2. **DESIGN SERVICES.** The Engineers shall make topographic and other surveys as may be required for design of the Project and for preparation of plans and specifications. Design surveys do not includes surveys for acquisition of property.
3. **DESIGN AND PROJECT CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to details of design of the Project.
4. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are necessary for construction of the Project. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. Five (5) sets of final plans and specifications shall be submitted to the City.
5. **CONSTRUCTION PERMITS.** The Engineers shall be responsible to assist the City in obtaining the construction permit from the Iowa Department of Natural Resources
6. **COST ESTIMATE.** The Engineers shall prepare an estimated cost for the Project based upon the design developed. Anytime the Engineers anticipate that the actual Project cost will exceed the estimated Project cost, they shall immediately notify the City. The Engineers shall not be responsible to the City for any variation between the estimated Project cost and the actual cost of the construction contract based on competitive bids.

The Engineers shall prepare preliminary estimates of cost at the completion of the predesign and shall periodically update the estimate of cost as the design is completed.

7. **PROGRESS REPORTS.** During the design phase the Engineers shall confer with the City every thirty (30) days to report Project status. A progress report shall be submitted every thirty (30) days. Such progress reports shall be in a form suitable for use by the City as an informational item.
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10. **AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened and shall prepare a tabulation of bids for the City and shall advise the City in making the award. After the award is made, the Engineers shall assist in the preparation of necessary contract documents, transmit them to the contractor for execution and deliver them to the City.
11. **SERVICES DURING CONSTRUCTION.** It is understood and agreed the City will provide services during construction of the Project. Any services required of the Engineers during construction of the Project shall be provided by amendment to the Agreement to be approved prior to the services being provided by the Engineers.
12. **RESPONSIBILITY OF THE CITY.** Unless stated otherwise, the City shall furnish the following information: design and construction standards, zoning or deed restrictions, and permission for access to private property to perform work.
13. **COMPLETION.** The design services for the channel relocation shall be completed as follows:
 - a. Design and preparation of plans and specifications: September 15, 2014.

14. COMPENSATION. The City shall compensate the Engineers for services under this Agreement as follows:

- a. The fee for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be on the basis of the Engineers standard hourly fees with a maximum not to exceed fee of Seventeen Thousand Five Hundred Dollars (\$17,500).

15. METHOD OF PAYMENT. The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Engineers shall show the total fees due, the amounts paid to date and the balance of the amount of the contract.

Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.

16. NOTICE TO PROCEED. Approval of this Agreement by the City shall constitute Notice to Proceed.

17. TERMINATION OF AGREEMENT. If, through any cause, the Engineers shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the City shall have the right to terminate this Agreement by specifying the date of termination in a written notice to the Engineers at least ten (10) working days before the termination date. In this event, the Engineers shall be entitled to just and equitable compensation for any satisfactory work completed.

18. ASSIGNABILITY. The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.

19. TITLE TRANSFER. The products of this Agreement shall be the property of the City. Nothing in this Agreement shall be construed as restricting the right of the Engineers to retain in their possession copies of the products of this Agreement.

The Engineers' reuse of the exact design developed under this Agreement is prohibited unless authorized by the City. The City may reuse the design, but in doing so, shall assume all liability for the design.

20. CONFIDENTIALITY. No reports, information and/or data given to or prepared or assembled by the Engineers under this Agreement shall be made available to any individual or organization by the Engineers without the prior written approval of the City.

21. INDEMNIFICATION. The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

22. INSURANCE.

The Engineer shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. Except as noted, the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	1,000,000
Excess Liability (Umbrella)*	5,000,000/5,000,000
Workers' Compensation, Statutory Benefits Coverage B	Statutory
Professional Liability**, ***	1,000,000/2,000,000

*Occurrence/Aggregate

** The Owner is not to be named as an additional insured

***Claims made basis

The Engineer shall provide the City with certificates of insurance on an annual basis showing the renewal of the required general business insurance and professional liability insurance. Renewal certificates of insurance shall be provided within 15 days after the effective date of the renewal of insurance.

23. ERRORS OR DEFICIENCIES. The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions in the existing plant.

24. **MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.
25. **LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
26. **COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF BONDURANT, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By 
President

By Patte Jast - Heifner

HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2014)

Management I	\$150.00
Management II	146.00
Process Engineer.....	166.00
Engineer I-A.....	150.00
Engineer I-B.....	140.00
Engineer I-C.....	138.00
Engineer II.....	126.00
Engineer III-A.....	111.00
Engineer III-B.....	104.00
Engineer III-C.....	99.00
Engineer IV.....	96.00
Engineer V.....	90.00
Engineer VI.....	85.00
Engineer VII.....	80.00
Engineer VIII.....	75.00
Engineer IX.....	69.00
Engineer X.....	64.00
Engineer XI.....	60.00
Design Technician.....	86.00
Planner I.....	98.00
Planner II.....	75.00
Planner III.....	69.00
Drafter I.....	84.00
Drafter II.....	71.00
Drafter III.....	68.00
Drafter IV	63.00
Drafter V	52.00
Drafter VI	50.00
Drafter VII	41.00
Clerical I	77.00
Clerical II	56.00
Clerical III	41.00
Clerical IV	32.00
Construction Manager	144.00
Surveyor I.....	85.00
Surveyor II.....	78.00
Technician I	74.00
Technician II	68.00
Technician III	65.00
Technician IV	60.00
Technician V	54.00
Technician VI	51.00
Technician VII.....	42.00
Technician VIII.....	37.00
Technician IX	30.00
Building Inspector I	80.00
Building Inspector II	70.00
Robotics.....	30.00/Hour
GPS.....	30.00/Hour
Leica Total Station	20.00/Hour
Total Station Robotics	15.00/Hour
Tablet.....	45.00/Hour
Fluoroscope	50.00/Hour
4-Wheeler	45.00/Day
Mileage.....	56¢/Mile

CITY OF BONDURANT
RESOLUTION NO. 14-117

A RESOLUTION SETTING DATE FOR PUBLIC HEARING ON URBAN RENEWAL PLAN
AMENDMENT

SET DATE FOR HEARING ON URBAN
RENEWAL PLAN AMENDMENT

420886-29

Bondurant, Iowa

July 21, 2014

The Council of the City of Bondurant, Iowa, met on July 21, 2014, at _____ o'clock, ____m., at the _____, in the City, for the purpose of setting a date for a public hearing on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the urban renewal plan for the Bondurant Urban Renewal Area had been prepared, and that it was now necessary to set a date for a public hearing on the proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled "Resolution setting date for public hearing on urban renewal plan amendment," and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION NO.14-117

Resolution setting date for public hearing on urban renewal plan amendment

WHEREAS, this City Council by resolution previously established the Bondurant Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which would facilitate the undertaking of a new urban renewal project consisting of using tax increment financing to pay the costs of constructing a recreational trail in the Urban Renewal Area, and it is now necessary that a date be set for a public hearing on the Amendment;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Bondurant, Iowa, as follows:

Section 1. This City Council will meet at the _____, Bondurant, Iowa, on August 18, 2014, at _____ o'clock __.m., at which time and place it will hold a public hearing on the proposed Amendment for the Urban Renewal Area.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Bondurant, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Passed and approved this July 21, 2014.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at _____ o'clock __.m., at the _____, Bondurant, Iowa, on August 18, 2014, the City Council of the City of Bondurant, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Bondurant Urban Renewal Area to facilitate the undertaking of a new urban renewal project consisting of using tax increment financing to pay the costs of constructing a recreational trail in the Bondurant Urban Renewal Area. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Mary R. Rork-Watson
Assistant to the City Administrator

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF POLK
CITY OF BONDURANT

SS:

I, the undersigned, City Clerk of the City of Bondurant do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2014.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

STATE OF IOWA
COUNTY OF POLK
CITY OF BONDURANT

SS:

I, the undersigned, City Clerk of the City of Bondurant, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this ___ day of _____, 2014.

City Clerk

CITY OF BONDURANT, IOWA
URBAN RENEWAL PLAN AMENDMENT
BONDURANT URBAN RENEWAL AREA

August, 2014

The Urban Renewal Plan (the “Plan”) for the Bondurant Urban Renewal Area (the “Area”) is being amended for the purpose of identifying a new urban renewal project to be undertaken therein.

1) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: Gary Lea Wilson Trail – East, Segment 3 Project (the “Trail Project”)

Name of Urban Renewal Area: Bondurant Urban Renewal Area

Year of Establishment of Urban Renewal Area: _____

Date of Council Approval of Trail Project: August 18, 2014

Description of Trail Project: The Trail Project will consist of the construction of a ten foot wide concrete recreation trail along the following streets in the Urban Renewal Area:

On the west side of Main Street SE commencing at the Bondurant Regional Trailhead and continuing south to its intersection with the north right-of-way line of 5th Street SE; and

On the north side of 5th Street SE, commencing at its intersection with the west-right-of-way line on Main Street SE and continuing west to its intersection with the west right-of-way line of Grant Street S; and

On the west side of Grant Street S, commencing at its intersection with north right-of-way line on 5th Street SE and continuing south to its intersection with the north right-of-way line of Brick Street SE.

It is anticipated that the Trail Project will be completed in 2015. It is expected that the completed Trail Project will enhance the quality of life in the City thereby resulting in improved business growth and retention in the Area.

Description of Properties to be Acquired in Connection with the Trail Project: The City will acquire such easement territory and right-of-way as are necessary to successfully undertake the Trail Project.

Description of Use of TIF for the Trail Project: It is anticipated that the City will pay for the Trail Project with either borrowed funds or the proceeds of an internal advance of City funds on-hand. In either case, the City's obligation will be repaid with incremental property tax revenues. It is anticipated that the City's use of incremental property tax revenues for the Trail Project will not exceed \$50,000.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$10,976,563</u>
Outstanding general obligation debt of the City: _____	<u>\$ 8,290,000</u>
Proposed debt to be incurred under this August, 2014 Amendment*:	<u>\$ 50,000</u>

*It is anticipated that some or all of the debt incurred hereunder may be made subject to annual appropriation by the City Council.

ORDINANCE NO. 14-208

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BONDURANT, IOWA, 2002, BY AMENDING PROVISIONS PERTAINING TO NO PARKING ZONES WITHIN THE CITY OF BONDURANT, POLK COUNTY, IOWA

BE IT ENACTED by the City Council of the City of Bondurant, Polk County, Iowa:

Section 1. SECTION MODIFIED. Chapter 69, Section 69.08 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is repealed and the following adopted in lieu thereof:

69.08. NO PARKING ZONES. No one shall stop, stand or park a vehicle in any of the following specifically designed no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signals.

(Code of Iowa, Sec. 321.236[1])

Evergreen Drive, Northwest, west side of street

Section 2. SEVERABILITY CLAUSE. If any section, provision or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 3. EFFECTIVE DATE. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council this xx day of xx, 2014.

**CITY OF BONDURANT
POLK COUNTY, IOWA**

BY: _____
Keith Ryan, Mayor

ATTEST:

Mark Arentsen, City Administrator / City Clerk

(SEAL)

First Consideration:
Second Consideration:
Final Consideration: