

Posting Date: April 15, 2016

**NOTICE OF A REGULAR MEETING  
BONDURANT CITY COUNCIL  
APRIL 18, 2016**

**NOTICE IS HEREBY GIVEN** that a Regular Meeting of the City Council will be held at 6:00 p.m. on Monday, April 18, 2016, 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 Agenda:  
*All items listed below are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.*
  - a. Approval of the City Council Meeting Minutes of April 4, 2016
  - b. Receive and File - Library Board Meeting Minutes of March 2, 2016 and Librarian Report
  - c. Claims Report and City of Bondurant Financial Statements (emailed 04/12/2016)
  - d. Tax Abatement Applications
7. Polk County Sheriff's Report
8. Guests requesting to address the City Council
9. **PRESENTATION** - Zach Nunn, Iowa House Representative
10. **PRESENTATION** - Jason Kemp, Home Base Iowa
11. **PRESENTATION** - Isaac McIntosh, Bat Boxes
12. **RESOLUTION NO. 16-57** - Resolution approving fireworks for Summerfest, June 14, 2016
13. **PUBLIC HEARING** - Relative to the Budget Amendment
14. **RESOLUTION NO. 16-58** - Resolution approving the Budget Amendment and Certification, FY 2016, Amendment #2
15. **RESOLUTION NO. 16-59** - Resolution approving the purchase of an International 7400 SFA 4X2 in the amount of \$86,573.00 from O'Halloran International
16. **RESOLUTION NO. 16-60** - Resolution approving the purchase of equipment for the 7400 SFA 4X2 in the amount of \$66,155.00 from Hawkeye Truck Equipment
17. **RESOLUTION NO. 16-61** - Resolution approving the Agreement with V&K for Wolf Creek Sewer Engineering Services
18. **RESOLUTION NO. 16-62** - Resolution authorizing and directing the City Administrator to write-off certain Emergency Services Medical Service Accounts as noncollectable due to Medicaid, Medicare or too small to collect

19. **RESOLUTION NO. 16-63** - Resolution awarding the sale of the Scag Mower in the amount of \$600 to Todd Hanrahan of Bondurant Auto Body
20. **RESOLUTION NO. 16-64** - Resolution naming Jennifer Keeler as the City of Bondurant's representative to the Des Moines Convention and Visitors Bureau Board of Directors
21. **RESOLUTION NO. 16-65** - Resolution extending the April 30 deadline for Mobile Mini, Inc. at 3507 Grant Street, South
22. **RESOLUTION NO. 16-66** - Resolution approving the Plat of Survey for Sankey Summit
23. **RESOLUTION NO. 16-67** - Resolution approving the Agricultural Nursery/Truck Garden on Franklin Street, Northeast *site plan*
24. **RESOLUTION NO. 16-68** - Resolution approving the Plat of Survey for the Agricultural Nursery/Truck Garden on Franklin Street, Northeast
25. **ORDINANCE NO. 16-210** - Ordinance repealing Chapter 124, "Mobile Food Vendors" (and its subsections) of the Bondurant Code of Ordinances which said Ordinance was approved by City Council on March 21, 2016
26. **ORDINANCE NO. 16-211** - Ordinance amending the Code of Ordinances, by adding a new Chapter 125, Mobile Food Vendor
27. Discussion Items –
  - a. Mud Creek Relocation
  - b. Grant Street ROW
  - c. Potential Purchase of Vacant Lot next to 97 Paine Street, Southeast
28. Reports / Comments and appropriate action thereon:
  - a. Mayor
  - b. City Administrator
  - c. Council Members
29. Adjournment

City Council Meetings:

- Regular Meeting, May 02, 2016
- Regular Meeting, May 16, 2016
- Regular Meeting, June 06, 2016
- Regular Meeting, June 20, 2016

The Bondurant City Council maintains the right to waive the first and second readings of ordinances presented and may pass the third and final reading of the same ordinance within the same council meeting.

BONDURANT CITY COUNCIL  
Minutes  
April 4, 2016 6:00 P.M.  
Bondurant City Center

1. Roll Call

Present: Mayor Curt Sullivan, Council Member Doug Elrod, Council Member Wes Enos, Council Member Jennifer Keeler, Council Member Brian Lohse

Absent: Council Member Bob Pepper

City Officials

Present: City Administrator Mark Arentsen, City Clerk Shelby Hagan, City Engineer Bob Veenstra, City Attorney David Brick

2. Call to Order and Declaring a Quorum

Mayor Curt Sullivan called the meeting to order at 6:01 p.m. and declared a quorum.

3. Pledge of Allegiance

4. Abstentions declared - Council Member Lohse abstained from item #19 and Council Member Jennifer Keeler abstained from item #11.

5. Perfecting and Approval of the Agenda

Motion made by Enos, seconded by Keeler, to approve the agenda. Vote on Motion 4-0. Motion declared carried unanimously.

6. Consent Agenda:

*All items listed below are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.*

- a. Approval of the City Council Meeting Minutes of March 21, 2016
- b. Receive and File - Planning and Zoning Commission Minutes of February 25, 2016 and March 24, 2016
- c. Claims Report
- d. Bad Debt Utility Accounts
- e. Tax Abatement Applications
- f. Special Event Applications

Motion by Enos, seconded by Keeler, to approve the Consent Agenda. Vote on Motion 4-0. Motion declared carried unanimously.

7. Polk County Sheriff's Report - Deputy Matt Schnur reported 270 calls. Majority of the calls were traffic; the Department is addressing the late night City Park issues.

8. Guests requesting to address the City Council - None.

9. **PRESENTATION** - Cole Nicholson, Eagle Scout Project - Lake Petocka Fitness Stations

The project entails five fitness stations around Lake Petocka. The material for the project consist of wood and metal. Estimated cost of this project is \$2,000 to \$2,500. Council Members encouraged Cole to attend the next Parks and Recreation Board Meeting for input and approval.

10. **PRESENTATION** - Jeff Cook, Veterans Memorial Park Site

Jeff Cook, 708 Jefferson Avenue, Southeast, presented to Council the Veterans Memorial Park Site concept from Bondurant Development, Inc. Arts and Recreation Committee. Cook plans to present to other local community groups and seek funding to fund park design services. Estimated cost for the design services is \$9,000.

11. **RESOLUTION NO. 16-50** - Resolution designating the site 811 Grant Street, South as the Veterans Memorial Park

Moved by Enos, seconded by Elrod, to approve RESOLUTION NO. 16-50. Roll Call: Ayes: Lohse, Enos, Elrod. Nays: None. Abstain: Keeler. Absent: Peffer. Motion Carried 3-0.

12. **RESOLUTION NO. 16-51** - Resolution approving the Casey's General Stores Easement Agreement

Council Member Lohse stated the reason for the easement agreement is for parking for Gateway Park.

Moved by Enos, seconded by Elrod, to approve RESOLUTION NO. 16-51. Roll Call: Ayes: Lohse, Enos, Keeler, Elrod. Nays: None. Absent: Peffer. Motion Carried 4-0.

13. **RESOLUTION NO. 16-52** - Resolution approving the Plat of Survey of Parcel "2016-47" and Parcel "2016-48" of Lot 2, McCleary Meadows Industrial Park, City of Bondurant, Polk County, Iowa

Vincent Piagentini, ABACI Consulting, stated that the current owner is splitting the property into two parcels.

Moved by Enos, seconded by Lohse, to approve RESOLUTION NO. 16-52. Roll Call: Ayes: Lohse, Enos, Keeler, Elrod. Nays: None. Absent: Peffer. Motion Carried 4-0.

Moved by Enos, seconded by Keeler, to close the regular meeting and open the Public Hearing at 6:26 p.m. Roll Call: Ayes: Lohse, Enos, Keeler, Elrod. Nays: None. Absent: Peffer. Motion Carried 4-0.

14. **PUBLIC HEARING** - Relative to a request from Sandra Miller acting on behalf of Ethel C. Sankey to rezone a property located in the City of Bondurant from A-1 Agricultural to R-1 & R-2 Single Family Residential

There were no public comments.

Moved by Enos, seconded by Keeler, to close the Public Hearing and reopen the regular meeting at 6:29 p.m. Roll Call: Ayes: Lohse, Enos, Keeler, Elrod. Nays: None. Absent: Pepper. Motion Carried 4-0.

15. **ORDINANCE 16-208** - (First Reading) Ordinance amending the Zoning Classification of Certain Real Estate from an A-1 Agricultural to R-1 Single Family Residential and R-2 Single Family Residential

Council Member Lohse stated that the two adjacent property owners submitted written consent to the rezoning of this real estate.

Moved by Lohse, seconded by Enos, to waive the first and second reading, and approve the third and final reading of ORDINANCE 16-208. Roll Call: Ayes: Lohse, Enos, Keeler, Elrod. Nays: None. Absent: Pepper. Motion Carried 4-0.

16. **RESOLUTION NO. 16-53** - Resolution approving Sankey Summit Plat 1 Preliminary Plat

Discussion among Council Members, Eric Cannon, Snyder & Associates, and City Engineer Bob Veenstra included: the pedestrian trail, looping of the water main, parkland, collector street, traffic flow, and the outlet.

Moved by Enos, seconded by Elrod, to approve RESOLUTION NO. 16-53. Roll Call: Ayes: Lohse, Enos, Keeler, Elrod. Nays: None. Absent: Pepper. Motion Carried 4-0.

17. **RESOLUTION NO. 16-54** - Resolution approving Final Payment to the WRA for the Mud Creek Interceptor Phase 19, Segment 3 Project Completed January 2015 in the Amount of \$53,808.20

City Engineer Bob Veenstra updated the Council on the WRA lagoon reconstruction status.

Moved by Lohse, seconded by Enos, to approve RESOLUTION 16-54. Roll Call: Ayes: Lohse, Enos, Keeler, Elrod. Nays: None. Absent: Pepper. Motion Carried 4-0.

18. **RESOLUTION NO. 16-55** - Resolution approving the Partial Payment to Nisley Construction for the City Park Shelter in the Amount of \$5,190.86

City Administrator Arentsen advised the Council we will be submitting another payment in the future when Nisley Construction finalizes their paperwork.

Moved by Enos, seconded by Lohse, to approve RESOLUTION 16-55. Roll Call: Ayes: Lohse, Enos, Keeler, Elrod. Nays: None. Absent: Pepper. Motion Carried 4-0.

19. **RESOLUTION NO. 16-56** - Resolution approving the City of Bondurant's Sponsorship of Jazz in July on July 08, 2016, in order to provide Liability Coverage for the event

Council Member Lohse stated that Metro Arts Alliance requires liability insurance to host the event.

Moved by Keeler, seconded by Enos, to approve RESOLUTION 16-56. Roll Call: Ayes: Enos, Keeler, Elrod. Nays: None. Abstain: Lohse. Absent: Peffer. Motion Carried 3-0.

20. **ORDINANCE 16-209** - (First Reading) Ordinance amending Chapter 69, Parking Regulations, 6th Street, NE, No Parking Sign

Moved by Lohse, seconded by Enos, to waive the first and second reading, and approve the third and final reading of ORDINANCE 16-209. Roll Call: Ayes: Lohse, Enos, Keeler, Elrod. Nays: None. Absent: Peffer. Motion Carried 4-0.

21. Reports / Comments and appropriate action thereon:

- a. Mayor - Washington D.C. trip, Mayor's Bike Ride on May 21.
- b. City Administrator – First brush drop off last Saturday, Gay Lea Wilson Trail bid due July 21, bids for electric, trucks and mower were due, new landscaping employee, Tabitha Scott, started last week, City Park Grand Opening on April 16 at 10:00 a.m., tournament at BRSC over the weekend, batting cage improvements, Post Office Lease, seventeen single family permits pulled in March.
- c. Council Members
  - Elrod – None.
  - Keeler – Trail meeting next week, potholes around town, Live Healthy Iowa 5K, Special Event Applications.
  - Enos - Suggests an email to Council Members regarding water shutoff.
  - Peffer – None.
  - Lohse - Questioned zoning of Hypsie due to the Assessor's page, Homebase Iowa Initiative, St. Baldrick's this Saturday at 5:00 p.m.

22. Adjournment

Moved by Lohse, seconded by Enos, to adjourn the meeting at 7:39 p.m. Vote on Motion 4-0. Motion declared carried unanimously.

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Shelby Hagan, City Clerk

ATTEST:

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Curt Sullivan, Mayor

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 April 4, 2016, that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and readily available for the 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 in written form and available for public inspection within ten business days and prior to the next convened meeting of said body.

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Curt Sullivan, Mayor

Minutes of the Bondurant Community Library Board Meeting  
Wednesday, March 2, 2016

MEMBERS PRESENT: Pat Kaura, Josh Bryant, Craig Campbell, Sue Ugulini, Stacey Klinker, Craig Kinrade  
GUEST: Jen Keeler, City Council Liaison

Vice Chair Kinrade called the meeting to order at 6:58. Minutes of the February meeting were reviewed. Motion by Bryant to approve, Ugulini seconded. Motion carried.

- 1.) FINANCIAL REPORT: The financial report was reviewed. We are on target with budgeted expenses.
- 2.) WARRANT LIST: Expenditures were reviewed. Original list submitted to board revised to include bills from Access Systems for server issues billed in November. Motion by Bryant, second by Campbell to approve the warrant list. Motion carried.
- 3.) STATISTICS: Director highlighted decreases in door count but increases in attendance at children's programs and adult programs. There's also been an increase in usage of our electronic resources, in-house internet, and wi-fi. Jill is working with city maintenance to install a door counter on the outer library doors to be able to report total traffic in and out of the building, not just the library.
- 4.) CITY COUNCIL LIAISON REPORT: Jen reported on two items: Bondurant will continue to offer a 3-year tax abatement on new housing builds; however, the percentages of valuation eligible for abatement have decreased. Requests to have land donated or sold to provide additional parking for downtown businesses were not approved.
- 5.) STAFF REPORT: Jenny is still writing articles for Bondurant Living magazine; a new Facebook page for the Bondurant Community Library was created using the Director's email account. Other items: We did not receive a Facebook grant but have an outstanding application for a grant from Dollar General to help pay for the summer reading program. We will hear results in May.
- 6.) LIBRARIAN ITEMS: Jill met with officials from Access to resolve server issues. The only outstanding issues are with the study room computers and Access is contacting Dell to resolve. Other items:
  - a. Jill has been interviewing to fill the vacant Adult Services Librarian position. She offered the position to a candidate and is waiting for her response. An additional person was interviewed and would be offered the position if the first candidate declines our offer.
  - b. The library staff collaborated in the Morris Elementary School's Literacy Night and our area was visited by over 400 adults and children. Miss Margaret featured the Tumble Books free program that offers books and activities for children.
- 7.) OLD BUSINESS:
  - a. Stacey Klinker attended two online sessions of Trustee training in February.
  - b. The Sheriff's Office served the Notice of Trespass to ban a gentleman from entering the library, an action that the board approved in February. If the gentleman returns to the library, he will be arrested for trespass.
- 8.) NEW BUSINESS. None.
- 9.) BOARD PRESIDENT ITEMS: None
- 10.) Motion by Bryant, second by Campbell to adjourn the meeting. Meeting adjourned at 7:17 p.m.  
Next meeting **Wednesday, April 6, 2016, 7:00 PM**

Submitted by Pat Kaura, Secretary

## Librarian items-April

- Baillie Briggs began working at the library as the Adult Services Librarian on March 11<sup>th</sup>. If you are at the library and see Baillie please welcome her to the library.
- I have hired our page for the summer it will be Alex Brehm. Alex has been volunteering with Story times for the last year and will be able to work 2 hours each day Monday through Friday this summer.
- The youth librarians of Polk County, a group that is called Kids Lib, met at the Library in March. This group routinely gets together to discuss new programming ideas, problems they are encountering and other ways to get children excited about reading.
- I attended and Iowa Small Library Association executive board meeting this past month. This group is instrumental in providing help to small libraries across the state and I have been a member of this Iowa Library Association subdivision for 18 years now. We met that day to set up the spring meeting that will include continuing education, committee work including a quarterly newsletter, Facebook page and other issues to promote the sub-division.
- The Easter Event that was a huge success last year, was again held on March 26<sup>th</sup>. The turnout was not quite as large with about 500 attending. I lost track of counting at about 300. It seemed to flow well. We held crafts first, along with visiting with the Easter Bunny. Then the egg hunt was held at 11. We were able to have volunteers from the High School to help with setup, the crafts and then clean up. That was a huge help and I mentioned to all of them about our upcoming landscaping project.
- And the new contract for the Polk County Supervisors for rural patronage at our library will see a substantial increase this next year. It looks to be close to \$13,000 more in revenue for our library. I have already alerted Lori to the need for a budget amendment when the new year starts.



These two young ladies have  
been Story time attendees.

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
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1			LEGACY BANK				
48995	4/08/2016	3129	MARGARET L CHRISTIAN	488.72			
48996	4/08/2016	5103	PATRICK COLLISON	339.65			
48997	4/08/2016	4128	JOHN A DOUGLAS	138.24			
48998	4/08/2016	4139	TABITHA M SCOTT	296.64			
				-----			
				1263.25			
			ACH TRANSACTIONS				
131201	4/08/2016	8402	MARK J ARENTSEN	2294.99			
131301	4/08/2016	7104	BOYCE E BAILEY	883.62			
131401	4/08/2016	3133	BAILLIE C BRIGGS	299.08			
131501	4/08/2016	4130	RONALD J BROWN	242.70			
131601	4/08/2016	3118	JENNIFER CAMPBELL	936.06			
131701	4/08/2016	5113	LORI DUNHAM	1407.15			
131801	4/08/2016	7101	KENNETH E GROVE	1234.19			
131901	4/08/2016	5118	SHELBY HAGAN	1111.98			
132001	4/08/2016	7105	DAVID HIGGINS	1013.01			
132101	4/08/2016	9159	DYLAN J HIGGINS	234.70			
132201	4/08/2016	9160	BRANDON P JOHNSON	222.33			
132301	4/08/2016	9161	HUNTER A KENNEDY	178.12			
132401	4/08/2016	1441	AARON M KREUDER	1694.31			
132501	4/08/2016	7106	JASON L MCGRANN	1012.18			
132601	4/08/2016	1504	REBECCA L MORRIS	150.76			
132701	4/08/2016	3130	MARILYN M O'BRIEN	929.55			
132801	4/08/2016	5119	MISTY L RICHARDSON-KUGLER	200.00			
132802	4/08/2016	5119	MISTY L RICHARDSON-KUGLER	5.00			
132803	4/08/2016	5119	MISTY L RICHARDSON-KUGLER	787.96			
132901	4/08/2016	5122	MOLLY E RUPERT	948.34			
133001	4/08/2016	3128	JILL C SANDERS	1345.93			
133101	4/08/2016	9162	ZARED L SITTIG	191.17			
133201	4/08/2016	1478	PATRICIA E SMITH	286.71			
133301	4/08/2016	5121	NICOLE M VAN HOUTEN	958.34			
133401	4/08/2016	4132	JANETTE L YOUNG	238.82			
				-----			
				18807.00			
			BANK TOTAL	20070.25			
			REPORT TOTAL	20070.25			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
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				LEGACY BANK					
2548	1	4/19/16	4/19/16	969 AMERICAN PLUMBING SUPPLY CO BACKFLOW PREVENTER RELEA	29.95	001		001-440-6310	1
	2			BACKFLOW PREVENTER RELEA	29.95	001		001-430-6310	1
	3			BACKFLOW PREVENTER RELEA	29.95	001		001-150-6310	1
				INVOICE TOTAL	89.85				
				VENDOR TOTAL	89.85				
04112016	1	4/19/16	4/19/16	65 BONDURANT DEVELOPMENT INC. IOWA LIVING ROADWAYS GRA TREES FOREVER-PORCH SWIN	15,425.00	172		172-430-6504	1
				INVOICE TOTAL	15,425.00				
				VENDOR TOTAL	15,425.00				
357292	1	4/19/16	4/19/16	1585 BIG GREEN UMBRELLA MEDIA INC BOND LIVING MAG-MAR 2016	183.50	670		670-840-6402	1
	2			BOND LIVING MAG-MAR 2016	122.34	110		110-210-6402	1
	3			BOND LIVING MAG-MAR 2016	122.34	741		741-865-6402	1
	4			BOND LIVING MAG-MAR 2016	305.82	001		001-621-6402	1
				INVOICE TOTAL	734.00				
				VENDOR TOTAL	734.00				
5324	1	4/19/16	4/19/16	796 MR ELECTRIC OF CENTRAL IOWA GENERATOR-25KW 3-PHASE PAINE HTS LIFT ST	19,000.00	610		610-816-6727	1
				INVOICE TOTAL	19,000.00				
5325	1	4/19/16	4/19/16	CONCRETE SLAB;GENERATOR	2,953.54	610		610-816-6727	1
				INVOICE TOTAL	2,953.54				
5329	1	4/19/16	4/19/16	BRSC DIALER SWITCH OUT-P	237.50	610		610-816-6350	1
				INVOICE TOTAL	237.50				
				VENDOR TOTAL	22,191.04				
04022016	1	4/19/16	4/19/16	1452 BONDURANT AUTO BODY REPAIR MOWER TRAILER RAM	846.76	001		001-430-6350	1
				INVOICE TOTAL	846.76				
				VENDOR TOTAL	846.76				
209354	1	4/19/16	4/19/16	73 BRICK GENTRY P.C. LEGAL FEES	1,443.75	001		001-640-6411	1
	2			LEGAL FEES	875.00	001		001-410-6411	1
				INVOICE TOTAL	2,318.75				
				VENDOR TOTAL	2,318.75				
35318	1	4/19/16	4/19/16	1718 BRICK STREET MARKET STAINLESS STEEL CLEANER	4.84	001		001-430-6507	1
				INVOICE TOTAL	4.84				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
85701	1	4/19/16	4/19/16	BATTERIES-COUNCIL MICROP	6.78	001 001-650-6506	1
				INVOICE TOTAL	6.78		
				VENDOR TOTAL	11.62		
04112016	1	4/19/16	4/19/16	1687 M. BURKES, L.L.C. STONER DVLP AGRMT RES14-	15,611.50	125 125-520-6782	1
				INVOICE TOTAL	15,611.50		
				VENDOR TOTAL	15,611.50		
04072016	1	4/19/16	4/19/16	999999999 2945 MEGAN COLE REIMB DUP PAYMENT 140046	65.00	600 600-811-6450	1
				INVOICE TOTAL	65.00		
				VENDOR TOTAL	65.00		
04112016	1	4/19/16	4/19/16	1556 COMMUNITY STATE BANK WIL-RON DVLP AGRMT RES06	50,000.00	125 125-520-6780	1
				INVOICE TOTAL	50,000.00		
				VENDOR TOTAL	50,000.00		
44994	1	4/19/16	4/19/16	804 DES MOINES STEEL FENCE CO. INC INSTALL 4 PEEWEE FIELDS-	27,400.00	001 001-440-6799	1
				INVOICE TOTAL	27,400.00		
				VENDOR TOTAL	27,400.00		
45846	1	4/19/16	4/19/16	146 DES MOINES AREA COMM COLLEGE CARDIAC EMERG TRAINING-2	15.00	001 001-160-6230	1
				INVOICE TOTAL	15.00		
45874	1	4/19/16	4/19/16	ABUSE REPORT TRAINING-23	15.00	001 001-160-6230	1
				INVOICE TOTAL	15.00		
45878	1	4/19/16	4/19/16	AIRWAY MGMT TRAINING-20	15.00	001 001-160-6230	1
				INVOICE TOTAL	15.00		
				VENDOR TOTAL	45.00		
3300020316	1	4/19/16	4/19/16	144 DES MOINES WATER WORKS WHOLESALE WATER COST	7,857.71	600 600-812-6413	1
	2			MAR 2016 BOOSTER ST EST	700.00	600 600-812-6413	1
	3			REVENUE BONDS-PRINCIPAL	4,647.09	600 600-812-6802	1
	4			REVENUE BONDS-INTEREST	1,533.27	600 600-812-6852	1
				INVOICE TOTAL	14,738.07		
3300030316	1	4/19/16	4/19/16	WHOLESALE WATER COST	9,048.01	600 600-812-6413	1
				INVOICE TOTAL	9,048.01		
85430830_3	1	4/19/16	4/19/16	AVAIL FEE 7950 NE 70TH	22.00	600 600-812-6413	1
				INVOICE TOTAL	22.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
8602170_4	1	4/19/16	4/19/16	BACTI SAMPLES-PLEASANT G	60.00	600	600-811-6389	1
				INVOICE TOTAL	60.00			
				VENDOR TOTAL	23,868.08			
1603252	1	4/19/16	4/19/16	769 FRASER TRANSPORTATION SRVCS AMBULANCE DOS 3/27/2016	200.00	001	001-160-6499	1
				INVOICE TOTAL	200.00			
				VENDOR TOTAL	200.00			
121355	1	4/19/16	4/19/16	193 HAWKEYE TRUCK EQUIPMENT PICKUP STROBE LIGHTS-201	944.50	600	600-811-6710	1
	2			PICKUP STROBE LIGHTS-201	944.50	610	610-816-6710	1
				INVOICE TOTAL	1,889.00			
				VENDOR TOTAL	1,889.00			
16-022-1	1	4/19/16	4/19/16	1486 HOISINGTON KOEGLER GROUP INC PLANNING SRVCS-SANKEY DV	601.25	001	001-540-6490	1
				INVOICE TOTAL	601.25			
				VENDOR TOTAL	601.25			
179798	1	4/19/16	4/19/16	230 IOWA ONE CALL LOCATES	147.60	600	600-812-6490	1
				INVOICE TOTAL	147.60			
				VENDOR TOTAL	147.60			
397101	1	4/19/16	4/19/16	904 INTERSTATE BATTERY MOWER BATTERY-SCAG 311	80.95	001	001-430-6350	1
				INVOICE TOTAL	80.95			
397225	1	4/19/16	4/19/16	MOWER BATTERY	80.95	001	001-440-6350	1
				INVOICE TOTAL	80.95			
				VENDOR TOTAL	161.90			
10315 316	1	4/19/16	4/19/16	1167 KEY COOPERATIVE FUEL	215.67	001	001-150-6331	1
	2			FUEL	215.67	001	001-160-6331	1
	3			FUEL	63.69	600	600-811-6331	1
	4			FUEL	63.69	610	610-816-6331	1
	5			FUEL	399.80	110	110-210-6331	1
	6			FUEL	76.09	001	001-430-6331	1
	7			FUEL	76.09	741	741-865-6331	1
	8			FUEL	75.37	001	001-440-6331	1
				INVOICE TOTAL	1,186.07			
				VENDOR TOTAL	1,186.07			
1Z02223	1	4/19/16	4/19/16	251 KEYSTONE LABORATORIES COLIFORM SAMPLES	72.00	600	600-811-6389	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ				
				INVOICE TOTAL	72.00								
				VENDOR TOTAL	72.00								
239012152				1340 KMBS U.S.A., INC.									
	1	4/19/16	4/19/16	COPIER	292.77	001		001-621-6499	1				
	2			COPIER	292.77	001		001-650-6499	1				
	3			COPIER	146.43	600		600-812-6499	1				
	4			COPIER	146.44	610		610-817-6499	1				
				INVOICE TOTAL	878.41								
				VENDOR TOTAL	878.41								
804424				965 MANATT'S INC.									
	1	4/19/16	4/19/16	CRUSHED CONCRETE-WATER P	183.60	600		600-811-6310	1				
	2			CRUSHED ASPHALT	156.53	110		110-210-6417	1				
				INVOICE TOTAL	340.13								
				VENDOR TOTAL	340.13								
03576				842 MENARDS									
	1	4/19/16	4/19/16	SUPPLIES FOR FIXING POST	25.63	001		001-650-6399	1				
	2			LANDSCAPE FABRIC	47.94	001		001-430-6320	1				
				INVOICE TOTAL	73.57								
2480				1	4/19/16	4/19/16		LANSCLAPING TOOLS	116.90	001		001-430-6504	1
				INVOICE TOTAL	116.90								
2523				1	4/19/16	4/19/16		SUPPLIES FOR BATTERS BOX	21.11	001		001-440-6507	1
				INVOICE TOTAL	21.11								
				VENDOR TOTAL	211.58								
03292016				1923 REBECCA MORRIS									
	1	4/19/16	4/19/16	TEXT/CLASS REIMBURS-PHTL	159.45	001		001-160-6250	1				
				INVOICE TOTAL	159.45								
				VENDOR TOTAL	159.45								
32906				1243 MULCH MART LLC									
	1	4/19/16	4/19/16	MULCH-MAIN ST	298.80	335		335-430-6580	1				
				INVOICE TOTAL	298.80								
				VENDOR TOTAL	298.80								
0617732-IN				308 MUNICIPAL SUPPLY									
	1	4/19/16	4/19/16	1"METER-104 4TH ST NW	243.80	600		600-811-6727	1				
				INVOICE TOTAL	243.80								
0618000-IN				1	4/19/16	4/19/16		1"METER-105 6TH ST NE	243.80	600		600-811-6727	1
	2			METER BOLTS;NUTS-BRSC	8.40	001		001-440-6310	1				
				INVOICE TOTAL	252.20								
0618695-IN				1	4/19/16	4/19/16		2"METER-ARBOR RIDGE VILL	876.80	600		600-811-6727	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
					INVOICE TOTAL	876.80		
0619113-IN	1	4/19/16	4/19/16	SENSUS HANDHELD BATTERY	95.00	600	600-812-6507	1
					INVOICE TOTAL	95.00		
					VENDOR TOTAL	1,467.80		
					286 METRO WASTE AUTHORITY			
70006799	1	4/19/16	4/19/16	RESIDENTIAL GARBAGE SRVC	14,560.65	670	670-840-6499	1
					INVOICE TOTAL	14,560.65		
					VENDOR TOTAL	14,560.65		
					322 OFFICE DEPOT INC			
1759911001	1	4/19/16	4/19/16	TONER	58.03	600	600-812-6506	1
	2			TONER	58.02	610	610-817-6506	1
	3			TONER	58.03	001	001-621-6506	1
					INVOICE TOTAL	174.08		
1760268001	1	4/19/16	4/19/16	TONER	67.30	600	600-812-6506	1
	2			TONER	67.30	610	610-817-6506	1
	3			TONER	67.30	001	001-621-6506	1
	4			TRASH BAGS	14.04	001	001-650-6507	1
					INVOICE TOTAL	215.94		
3332565001	1	4/19/16	4/19/16	SUPPLIES	49.11	001	001-410-6506	1
	2			SUPPLIES	16.34	001	001-410-6599	1
					INVOICE TOTAL	65.45		
3332663001	1	4/19/16	4/19/16	CALENDAR	26.39	001	001-410-6506	1
					INVOICE TOTAL	26.39		
					VENDOR TOTAL	481.86		
					325 P & P SMALL ENGINES			
113818	1	4/19/16	4/19/16	SHREDDER/VACUUM	255.00	001	001-430-6504	1
	2			OIL, GLASSES	50.32	001	001-430-6507	1
					INVOICE TOTAL	305.32		
					VENDOR TOTAL	305.32		
					1650 PEZZETTI EROSION CONTROL INC			
16-0737	1	4/19/16	4/19/16	SEDIMENT LOGS-EFNOR EST	218.75	335	335-430-6792	1
					INVOICE TOTAL	218.75		
					VENDOR TOTAL	218.75		
					1461 POLK CO TREASURER, MARY MALONEY			
6416	1	4/19/16	4/19/16	LAW ENFORCEMENT MAR 2016	38,373.00	001	001-110-6050	1
					INVOICE TOTAL	38,373.00		
					VENDOR TOTAL	38,373.00		

967 PRAIRIE AG SUPPLY

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
01-57570	1	4/19/16	4/19/16	967 PRAIRIE AG SUPPLY SPRING,PUMP,BELTS	160.85	001	001-430-6350	1
				INVOICE TOTAL	160.85			
				VENDOR TOTAL	160.85			
9384745	1	4/19/16	4/19/16	1525 REGISTER MEDIA PUBLISH SEWER RATE DECRE	47.38	610	610-817-6402	1
	2			PUBLISH WATER ORD DISCON	32.43	600	600-812-6402	1
	3			FIELD MAINT WORKER JOB A	80.40	001	001-440-6402	1
	4			SEASONAL HELP ADS	59.80	110	110-210-6402	1
	5			PARAMEDIC HELP ADS	151.80	001	001-160-6402	1
	6			PUBLISHING	372.80	001	001-621-6402	1
	7			PUBLISH SANKEY SUMMIT AN	99.24	001	001-540-6402	1
				INVOICE TOTAL	843.85			
				VENDOR TOTAL	843.85			
1512	1	4/19/16	4/19/16	1404 RJ MARTIN EXCAVATING & TRUCK HAUL CRUSHED CONCRETE-WA	135.00	600	600-811-6310	1
	2			HAUL CRUSHED ASPHALT	135.00	110	110-210-6417	1
				INVOICE TOTAL	270.00			
				VENDOR TOTAL	270.00			
71303	1	4/19/16	4/19/16	1415 S & C AUTOMOTIVE PICKUP SEAT COVERS,MATS-	201.98	600	600-811-6710	1
	2			PICKUP SEAT COVERS,MATS-	201.97	610	610-816-6710	1
				INVOICE TOTAL	403.95			
				VENDOR TOTAL	403.95			
951241 316	1	4/19/16	4/19/16	1584 SAM'S CLUB/CE CRB MEMBERSHIP FEE	45.00	001	001-430-6580	1
				INVOICE TOTAL	45.00			
				VENDOR TOTAL	45.00			
313286	1	4/19/16	4/19/16	1336 SMITH'S SEWER SERVICE, INC. SEWER LINE TELEVISIONING-UR	3,340.50	610	610-816-6767	1
				INVOICE TOTAL	3,340.50			
				VENDOR TOTAL	3,340.50			
23538	1	4/19/16	4/19/16	1395 SPINUTECH QTRLY LICENSE,SUPPORT,HO	600.00	001	001-621-6419	1
				INVOICE TOTAL	600.00			
				VENDOR TOTAL	600.00			
355253-000	1	4/19/16	4/19/16	1014 STRAUSS LOCK COMPANY DOOR REPAIR	90.00	001	001-650-6310	1
				INVOICE TOTAL	90.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
VENDOR TOTAL					90.00		
38154	1	4/19/16	4/19/16	433 WILLIAMSONS REPAIR TIRE, BRAKES, ROTOR, BATTER 2013 FORD F350-61134	601.30	600 600-811-6332	1
	2			TIRE, BRAKES, ROTOR, BATTER 2013 FORD F350-61134	601.30	610 610-816-6332	1
INVOICE TOTAL					1,202.60		
VENDOR TOTAL					1,202.60		
22632	1	4/19/16	4/19/16	957 CITY OF DES MOINES WRA EXPENSE	35,359.50	610 610-817-6413	1
INVOICE TOTAL					35,359.50		
VENDOR TOTAL					35,359.50		
LEGACY BANK TOTAL					262,476.42		
TOTAL MANUAL CHECKS					.00		
TOTAL E-PAYMENTS					.00		
TOTAL PURCH CARDS					.00		
TOTAL ACH PAYMENTS					.00		
TOTAL OPEN PAYMENTS					262,476.42		
GRAND TOTALS					262,476.42		
Interim Warrants					8,641.03		
Total					<u>\$271,117.45</u>		

**CITY OF BONDURANT  
INTERIM WARRANT LIST  
April 18, 2016**

<b>DATE</b>	<b>VENDOR - REFERENCE</b>	<b>ACCOUNT CODE</b>	<b>TOTALS</b>
04/08/16	IRS USA tax payment - Federal/FICA		7,760.30
04/06/16	Iowa Dept of Inspections & Appeals - BRSC concession stand license	001-440-6298	67.50
04/07/16	Jacob Dicks - replace staledated payroll check 48431	001-150-6030	9.23
04/15/16	Altoona Mulch - library mulch	167-410-6506	804.00
		Total	8,641.03

**Tax Abatement Applications**  
**April 18, 2016**  
**City of Bondurant**

Name	Address	Completion Date	Cost
Sarah Johnson	213 3rd Street, NW	April 18, 2016	\$253,500.00
Sarah Adams	405 Chayse Street, SW	April 14, 2016	\$270,000.00

CITY OF BONDURANT  
RESOLUTION NO. 16-57

REQUEST FOR PERMIT FOR A SUPERVISED FIREWORKS DISPLAY ON JUNE 14, 2016,  
FOR SUMMERFEST

WHEREAS, Jerry Pritchard, 503 11th Court, SE, has requested on behalf of the Bondurant Men's Club, a Permit for a Supervised Display of Fireworks on June 14, 2016; AND

WHEREAS, the proper application including Certificate of Insurance required by the City of Bondurant will be properly completed and submitted in a timely manner

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, the Permit for a Supervised Display of Fireworks for Summerfest, is hereby approved as presented.

Passed this 18th day of April, 2016,

By: \_\_\_\_\_  
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

CITY OF BONDURANT  
RESOLUTION NO. 16-58

RESOLUTION AMENDING THE CURRENT BUDGET OF THE CITY OF BONDURANT FOR THE  
FISCAL YEAR ENDING JUNE 30, 2016

WHEREAS, Revenues & Other Financing Sources increased in the following:

- Intergovernmental increased due to an increase in Road Use tax receipts
- Charges for Services increased due to the July 1, 2015 water rate increase and increased usage
- Other Financing Sources increased due to the refunding of the 2008 GO Bond; AND

WHEREAS, Expenditures and Other Financing Uses increased in the following:

- Public Safety and Culture and Recreation Expenditures increased due to equipment purchases and building and ground maintenance costs
- Debt Service increased due to the 2008 GO Bond refunding
- Business Type Expenditures increased due to truck purchase, increase in water usage and prepayment of existing debt; AND

WHEREAS, there will be no increase in tax levies to be paid in the current fiscal year named above related to the proposed budget amendment. Any increase in expenditures set out above will be met from the increased non-property tax revenues and cash balances not budgeted or considered in this current budget

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the amendment of the current budget of the City for the Fiscal Year ending June 30, 2016, is hereby approved as presented.

Passed this 18th day of April, 2016,

\_\_\_\_\_  
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

# 77-715

## CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2016 - AMENDMENT #2

To the Auditor of \_\_\_\_\_ POLK \_\_\_\_\_ County, Iowa:

The City Council of BONDURANT in said County/Countries met on 4/18/2016 at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. thereupon, the following resolution was introduced.

RESOLUTION No. \_\_\_\_\_

**A RESOLUTION AMENDING THE CURRENT BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2016**  
(AS AMENDED LAST ON 8/3/2015.)

Be it Resolved by the Council of the City of BONDURANT  
Section 1. Following notice published 03/30/2016

and the public hearing held, 4/18/2016 the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at that hearing:

	Total Budget as certified or last amended	Current Amendment	Total Budget after Current Amendment
<b>Revenues &amp; Other Financing Sources</b>			
Taxes Levied on Property	1,980,456	0	1,980,456
Less: Uncollected Property Taxes-Levy Year	0	0	0
<b>Net Current Property Taxes</b>	<b>1,980,456</b>	<b>0</b>	<b>1,980,456</b>
Delinquent Property Taxes	0	0	0
TIF Revenues	464,449	0	464,449
Other City Taxes	28,029	0	28,029
Licenses & Permits	132,540	30,375	162,915
Use of Money and Property	16,700	500	17,200
Intergovernmental	543,792	237,069	780,861
Charges for Services	2,159,900	193,520	2,353,420
Special Assessments	18,400	1,915	20,315
Miscellaneous	87,338	9,535	96,873
Other Financing Sources	0	1,061,805	1,061,805
Transfers In	829,342	0	829,342
<b>Total Revenues and Other Sources</b>	<b>6,260,946</b>	<b>1,534,719</b>	<b>7,795,665</b>
<b>Expenditures &amp; Other Financing Uses</b>			
Public Safety	839,058	32,267	871,325
Public Works	647,923	-76,030	571,893
Health and Social Services	10,020	0	10,020
Culture and Recreation	545,141	93,609	638,750
Community and Economic Development	230,223	-21,890	208,333
General Government	705,403	-28,533	676,870
Debt Service	1,016,884	1,060,000	2,076,884
Capital Projects	955,307	-93,674	861,633
<b>Total Government Activities Expenditures</b>	<b>4,949,959</b>	<b>965,749</b>	<b>5,915,708</b>
Business Type / Enterprises	1,967,356	409,688	2,377,044
<b>Total Gov Activities &amp; Business Expenditures</b>	<b>6,917,315</b>	<b>1,375,437</b>	<b>8,292,752</b>
Transfers Out	829,342	51	829,393
<b>Total Expenditures/Transfers Out</b>	<b>7,746,657</b>	<b>1,375,488</b>	<b>9,122,145</b>
<b>Excess Revenues &amp; Other Sources Over (Under) Expenditures/Transfers Out Fiscal Year</b>	<b>-1,485,711</b>	<b>159,231</b>	<b>-1,326,480</b>
Beginning Fund Balance July 1	3,485,428	0	3,485,428
<b>Ending Fund Balance June 30</b>	<b>1,999,717</b>	<b>159,231</b>	<b>2,158,948</b>

Passed this \_\_\_\_\_ day of \_\_\_\_\_  
(Day) (Month/Year)

\_\_\_\_\_  
Signature  
City Clerk/Finance Officer

\_\_\_\_\_  
Signature  
Mayor

CITY OF BONDURANT  
RESOLUTION NO. 16-59

RESOLUTION APPROVING THE PURCHASE OF AN INTERNATIONAL 7400 SFA 4X2 IN THE  
AMOUNT OF \$86,573.00 FROM O'HALLORAN INTERNATIONAL

WHEREAS, the Road Use Fund timeline indicates the purchase of a new plow truck for FY17;  
AND

WHEREAS, the City pursued the purchase of a single axle International 7400 SFA 4X2; AND

WHEREAS, the City requested bids from three vendors and they were due on April 7, 2016;  
AND

WHEREAS, the City will be trading in two 1999 Polk County trucks; AND

WHEREAS, the amount of the International 7400 SFA 4X2 from O'Halloran International is  
\$86,573.00,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, the  
purchase of the International 7400 SFA 4X2, is hereby approved as presented.

Passed this 18th day of April, 2016,

By: \_\_\_\_\_  
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

## Mark Arentsen

---

**From:** Mark Arentsen [marentsen@cityofbondurant.com]  
**Sent:** Monday, April 04, 2016 10:03 AM  
**To:** 'csullivan@cityofbondurant.com'; 'Brian Lohse'; Wes Enos (wes@wesenos.com); 'Bob Pepper'; 'jkeeler@cityofbondurant.com'; 'Doug Elrod'  
**Cc:** 'Lori Dunham'; 'Shelby Hagan'; 'kgrove@cityofbondurant.com'  
**Subject:** Truck Purchase

The City has received 3 bids for a International 7400 SFA 4X2. This is the chassis for the new plow truck. Bids are as follows;

O'Halloran International	\$86,573
Interstate Motor Trucks	\$88,120
Cornhusker International	\$89,345

These prices include the trade in value for the 2 1999 Polk County trucks. I am planning to proceed with ordering the truck from O'Halloran International tomorrow. If you have any comments about this please let me know at the Council meeting tonight. A Resolution will be included on the 4/18 agenda approving the purchase. I'm planning to go ahead now so that we can speed up the equipment installation process. It will likely take several months to get the truck and then several more months to install the equipment. Equipment will be purchased from Hawkeye Truck Equipment at a cost of \$66,155. Money for this is accounted for in the increased Transportation Aids the City is receiving for FY17 as a result of the special census.

*Mark Arentsen*

City Administrator  
City of Bondurant, Pop. 5,493  
200 Second St., NE, PO Box 37  
Bondurant, IA 50035  
515-967-2418  
515-971-6855 (Cell)  
515-967-5732 (Fax)  
[marentsen@cityofbondurant.com](mailto:marentsen@cityofbondurant.com)  
[www.cityofbondurant.com](http://www.cityofbondurant.com)

## Shelby Hagan

---

**From:** Mark Arentsen [marentsen@cityofbondurant.com]  
**Sent:** Thursday, March 24, 2016 7:17 PM  
**To:** csullivan@cityofbondurant.com; 'Brian Lohse'; Wes Enos; 'Bob Pepper'; 'Jen Keeler'; 'Doug Elrod'  
**Cc:** kgrove@cityofbondurant.com; ldunham@cityofbondurant.com; 'Shelby Hagan'  
**Subject:** Plow Truck Purchase  
**Attachments:** Road Use Fund future Major Expenditures 11-30-15.doc

Attached is a schedule I developed several months ago on use of new Road Use funds for the next several years. FY17 begins 7/1/16. Purchase of a new plow truck is programmed for FY17. In order to have the new truck for next winter, it is best to start the procurement process now. We are pursuing purchase of a single axle International 7400 SFA 4X2. Bids are being requested from 3 vendors and are due April 7. The City will be trading in 2 1999 Polk County trucks that were purchased by the City in 2008. The City's truck fleet and Road Use Fund were in poor condition at that time, so even though the Polk County trucks were 10 years old, they were affordable and much needed in 2008. The City's plow truck fleet now consists of a 2006 International, 2012 Freightliner and the 2 County trucks. As we had expected, the County trucks continue to have maintenance issues, so, given the new Road Use funds the City is receiving, it is time to move these trucks out and buy a new truck. Estimated cost of the truck, without equipment, is \$85,000. Equipment cost is estimated at \$66,000, for a total cost of \$151,000. The 11/30/15 Road Use Fund expenditure estimate set the cost of a new truck at \$175,000. I've looked around, and there is only one equipment vendor worth pursuing and that is Hawkeye Truck Equipment in Des Moines. There is a smaller vendor in Iowa who may be able to provide some of the equipment, but I don't believe it's a good idea to start mixing equipment vendors on the same truck.

I am intending to award purchase of the truck on April 8 to the bidder with the lowest net bid, i.e. new truck cost minus trade in. It will probably take several months to receive the truck. It will then be sent to Hawkeye Truck Equipment for equipment installation which will also probably take a couple months. The new truck will include a stainless steel sander and wing blade. None of the existing trucks have a wing blade. Having the wing will improve snow removal in the rural areas of the City. The 4/18 agenda will include a Resolution approving purchase of the new truck and equipment.

Let me know if you have any questions or comments about this.

*Mark Arentsen*

City Administrator

City of Bondurant, Pop. 5,493

200 Second St., NE, PO Box 37

Bondurant, IA 50035

515-967-2418

515-971-6855 (Cell)

515-967-5732 (Fax)

[marentsen@cityofbondurant.com](mailto:marentsen@cityofbondurant.com)

[www.cityofbondurant.com](http://www.cityofbondurant.com)

**CITY OF BONDURANT**

**ROAD USE FUND FUTURE MAJOR EXPENDITURES\***

**NOVEMBER 30, 2015**

<u>PROJECT</u>	<u>YEAR</u>	<u>COST</u>	<u>RUTF EST. ENDING BALANCE</u>
1. NE 94th Ave. Asphalt Overlay**	FY 15/16	\$45,000	\$190,000
2. Plow Truck Purchase	FY 16/17	\$175,000 est.	\$170,000***
3. Franklin/Morgan/62nd Overlay**	FY 17/18	\$309,400	-0-
4. City 2nd St. Overlay	FY 18/19*****	\$300,000	\$(50,000)*****
5. Pleasant St. Overlay, 2nd - 86th**	FY19/20	\$185,000	\$(50,000)*****
6. Grant St. Asphalt Overlay	FY20/21	\$400,000	\$(200,000)*****
7. Main St. Streetscape Match \$	FY20/21	<u>\$100,000</u>	\$(100,000)*****
<b>TOTAL</b>		<b>\$1,514,400</b>	

OTHER STREET PROJECTS NOT ANALYZED FOR FUNDING OR TIMING

8. Garfield St./Brick St. Extension	?????	\$1,500,000	
9. 15th St. SW paving Grant to 64th	?????	\$400,000	
10. East/West Arterial	?????	Multiple million dollars	

\*The project financing shown below assumes additional Road Use Funds being paid to the City as a result of the special census beginning 1/1/16.

\*\*Joint paving projects with Polk County

\*\*\*Needed for FY17/18 paving projects

\*\*\*\* The City anticipates a debt issue in FY18/19. It would likely occur in July, 2018. The items listed for 18/19 or after could be financed with a Road Use contribution to the debt issue which would reduce the annual cost of the items listed for 18/19 or after.

\*\*\*\*\*These deficit balances assume that projects #4 - #7 are funded from annual Road Use Fund revenues. If these projects become part of the FY18/19 City borrowing, they would be funded over the life of the debt issue and would be less likely to result in deficit in the Road Use Fund. A more specific determination of these projects impact on the Road Use Fund if they're funded through the borrowing should be made approximately 1 year prior to the borrowing. As long as the Road Use Fund pays for these projects, the size of the General Obligation portion of the debt issue would not need to be reduced as a result of the inclusion of Road Use Fund projects.

CITY OF BONDURANT  
RESOLUTION NO. 16-60

RESOLUTION APPROVING THE PURCHASE OF EQUIPMENT FOR THE INTERNATIONAL  
7400 SFA 4X2 IN THE AMOUNT OF \$66,155.00 FROM HAWKEYE TRUCK EQUIPMENT

WHEREAS, the Road Use Fund timeline indicates the purchase of a new plow truck for FY17;  
AND

WHEREAS, the City pursued the purchase of a single axle International 7400 SFA 4X2; AND

WHEREAS, the amount of the equipment for the International 7400 SFA 4X2 from Hawkeye  
Truck Equipment is \$66,155.00,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, the  
purchase of equipment for the International, is hereby approved as presented.

Passed this 18th day of April, 2016,

By: \_\_\_\_\_  
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				



**HAWKEYE TRUCK EQUIPMENT**

5800 - 2ND AVENUE, P.O. BOX 3283  
DES MOINES, IOWA 50316-0283  
1-800-622-8223 • 515-289-1755

*" The Complete Truck Equipment Center "*

Customer: 532000  
O'HALLORAN INTERNATIONAL  
P O BOX 1804  
  
DES MOINES IA 50305-1804

Q U O T A T I O N

Job No.	18383
Quote Date	12/16/15
Expire Date	01/15/16

Terms				
N10				
Contact:	TY: Order Tkr			

WE ARE PLEASED TO QUOTE THE FOLLOWING FOR YOUR APPROVAL

ATTENTION: BOB KAYSER  
THIS IS FOR THE CITY OF BONDURANT "2016"

PHONE: 967-1161

- 1 - HEIL/TBEI HEAVY DUTY STEEL DUMP BODY 120" CA
- 11' IN LENGTH
- 28" HIGH SIDES
- 38" HIGH ENDS
- ALL 3/16" AR400 STEEL CONSTRUCTION
- 15" RADIUS FROM THE FLOOR TO THE SIDES
- DURACCLASS FULLY BOXED TOP RAIL
- 10" I-BEAM LONGSILLS
- FULL DEPTH REAR CORNER POST
- FULL LENGTH SELF CLEANING FENDERS
- HEAVY DUTY REAR HINGE
- 3 PANEL TAILGATE WITH PORK CHOP REAR UPPER HINGES
- GREASEABLE PIVOT PINS
- AIR OPERATED TAILGATE RELEASE
- TWIN ARM SUBFRAME HOIST
- 8" CYLINDER, 21" STROKE
- SAFETY BODY PROPS
- L.E.D. STOP/TURN/TAIL LIGHTS IN THE REAR CORNER POSTS
- (1) EXTRA L.E.D. LIGHT IN EACH REAR CORNER POST OF THE DUMP BODY
- ALL WIRING WILL BE SEALED IN A CENTER MOUNTED JUNCTION BOX LOCATED

\*\*\* CONTINUED NEXT PAGE \*\*\*



# HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283  
DES MOINES, IOWA 50316-0283  
1-800-822-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Customer: 532000

O'HALLORAN INTERNATIONAL  
P O BOX 1804

DES MOINES IA 50305-1804

## Q U O T A T I O N

Job No.	18383
Quote Date	12/16/15
Expire Date	01/15/16

Terms				
N10				
Contact:	TY: Order Tkr			

INBETWEEN THE FRAME RAILS AT THE REAR OF THE TRUCK CHASSIS

- ENTIRE BODY WILL BE PAINTED WHITE
- ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

- 1 - LIVE HYDRAULIC SYSTEM
- FRONT CRANK MOUNTED PISTON PUMP MINIMUM OF 4.88 CID
- LOAD SENSING VALVE
- FLOOR MOUNTED CABLE CONTROLS INSTALLED IN THE CAB TO OPERATE THE FOLLOWING:
  - FRONT SNOWPLOW UP/DOWN AND ANGLE
  - FRONT PARA-GLIDE WING
    - TOE UP/DOWN
    - HEEL UP/DOWN
  - DUMP BODY UP/DOWN
- FREEDOM 2.1 SPREADER CONTROLS TO OPERATE THE SANDER AND PRE-WET FUNCTIONS
- ALL HOSES RAN TO THE REAR OF THE BODY FOR THE SPREADER
- QUICK COUPLERS WILL BE LOCATED IN THE LOWER RUB RAIL ON THE PASSENGER SIDE REAR OF THE DUMP BODY FOR THE SANDER
- ALL HOSES AND OIL NEEDED
- ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

- 1 - STAINLESS STEEL FREE STANDING CAB SHIELD
- CUSTOM FRAME MOUNTED 84" WIDE CAB SHIELD WITH 10" STAINLESS STEEL UPRIGHTS
- 40 GALLON STAINLESS STEEL VERTICAL MOUNT RESERVOIR WITH ISOLATOR SPRING MOUNTED BOLT KIT
- FILTER HEAD, SIGHT GLASS, FILLER, BREATHER, MAGNETIC DRAIN PLUG, SUCTION

\*\*\* CONTINUED NEXT PAGE \*\*\*



# HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283  
DES MOINES, IOWA 50316-0283  
1-800-622-8223 • 515-289-1756

" The Complete Truck Equipment Center "

Customer: 532000  
O'HALLORAN INTERNATIONAL  
P O BOX 1804  
  
DES MOINES IA 50305-1804

## Q U O T A T I O N

Job No.	18383
Quote Date	12/16/15
Expire Date	01/15/16

Terms				
N10				
Contact: TX: Order Tkr				

### STRAINER AND LOW OIL LEVEL SENDER

- HSV MANUAL CABLE CONTROLLED VALVE INSTALLED INTO THE CROSS CHANNEL MOUNTED ENCLOSURE WITH FITTINGS
- ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

- 1 - MONROE REVERSIBLE FRONT SNOWPLOW MODEL MP41R11-ISCT
  - 11' IN LENGTH
  - 41" HIGH MOLDBOARD
  - ENTIRE SNOWPLOW IS CONSTRUCTED OUT OF 10 GAUGE HIGH GRADE STEEL
  - INTEGRAL SHAPED MOLDBOARD
  - FULL MOLDBOARD TRIP DESIGN
  - (2) HEAVY DUTY TRIP SPRINGS WITH HORIZONTAL BRACING ADDED FOR EXTRA SUPPORT
  - (6) 1/2" FLAME CUT ONE PIECE TAPERED RIBS
  - HEAVY DUTY 3/4" X 4" X 4" BOTTOM MOLDBOARD ANGLE
  - TOP PUNCHED 5/8" X 8" CUTTING EDGE
  - (2) DOUBLE ACTING 3" X 10" REVERSING CYLINDERS FOR ANGLING
  - HEAVY DUTY 2" X 3" X 3/8" MOLDBOARD TOP ANGLE
  - HEAVY DUTY 3-1/2" X 3-1/2" X 1/2" A36 HOT ROLLED ANGLE SEMI-CIRCLE
  - BUILT IN LEVEL LIFT SYSTEM
  - ADJUSTABLE MOLDBOARD PITCH SETTINGS 5, 10 AND 20 DEGREES
  - MC6000 SNOWPLOW PORTION QUICK HITCH
  - PARKING JACK
  - ENTIRE SNOWPLOW WILL BE SHOT BLASTED AND POWDER COATED PAINTED ORANGE
  - SNOWPLOW LIGHTS WILL BE INSTALLED ON FENDER MOUNTED TRUCK MIRRORS
  - SNOWPLOW LIGHT BRACKETS WILL BE TURBOLINED WITH SPRAY ON BEDLINER MATERIAL

\*\*\* CONTINUED NEXT PAGE \*\*\*



# HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283  
DES MOINES, IOWA 50316-0283  
1-800-822-8223 - 515-289-1755

" The Complete Truck Equipment Center "

Customer: 532000  
O'HALLORAN INTERNATIONAL  
P O BOX 1804  
DES MOINES IA 50305-1804

## Q U O T A T I O N

Job No.	18383
Quote Date	12/16/15
Expire Date	01/15/16

Terms				
N10				
Contact:	TY: Order Trk			

- ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

- 1 - MONROE TAILGATE SANDER MODEL MS966RFDDSS
- ENTIRE SANDER IS CONSTRUCTED OUT OF STAINLESS STEEL
- 96" WIDE X 18" DEEP X 20" IN HEIGHT
- 84" LONG X 6" DIAMETER WITH 4" OF PITCH AND 3/8" REVERSE FLIGHTED MILD STEEL AUGER
- 1-1/4" AUGER SHAFT WITH (2) BOLT BEARINGS THAT ARE SELF ALIGNING
- DIRECT DRIVE COUPLING
- LOW SPEED HIGH TORQUE HYDRAULIC MOTOR DIRECTLY COUPLED TO THE AUGER
- PROVIDES HIGHER PERFORMANCE WITH DECREASED MAINTENANCE COSTS
- FULLY OPENING TOP LID WITH EASY ACCESS CENTER LIFT HANDLE
- FULLY OPENING BOTTOM TROUGH FOR ASSISTING WITH COMPLETE CLEAN OUT OF SANDER
- STAINLESS STEEL SIDE PLATES
- 7 GAUGE STAINLESS STEEL LID AND TROUGH ASSEMBLY
- 18" POLY SPINNER DISC WITH REPLACEABLE FINS
- ONE MAN EASY MOUNT AND DISMOUNT
- ALL WELDS ARE 100% CONTINUOUSLY WELDED TO PREVENT CORROSION POCKETS
- SPOT LIGHT WILL BE INSTALLED ON THE DRIVER SIDE REAR OF THE DUMP BODY SO THE DRIVER CAN SEE MATERIAL COMING OFF OF THE SPINNER ASSEMBLY
- ALL HOSES AND OIL NEEDED
- ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

- 1 - MONROE DOUBLE FUNCTION PARA-GLIDE WING
- 9' LONG STRAIGHT MOLDBOARD

\*\*\* CONTINUED NEXT PAGE \*\*\*



# HAWKEYE TRUCK EQUIPMENT

5800 - 2ND AVENUE, P.O. BOX 3283  
DES MOINES, IOWA 50316-0283  
1-800-822-8223 • 515-289-1755

" The Complete Truck Equipment Center "

Customer: 532000  
O'HALLORAN INTERNATIONAL  
P O BOX 1804

DES MOINES IA 50305-1804

## Q U O T A T I O N

Job No.	18383
Quote Date	12/16/15
Expire Date	01/15/16

Terms				
N10				
Contact:	BY Order: Tkr			

- 28" MOLDBOARD HEIGHT
- 3/16" THICK MOLDBOARD
- 4" X 4" X 3/4" BOTTOM ANGLE
- 1/2" THICK ONE PIECE RIBS
- FULL MOLDBOARD TRIP DESIGN
- RIGHT SIDE REAR WING MOUNT
- RIGHT SIDE FRONT PARAGLIDE MOUNT
- DUAL PUSH ARMS
- 5" X 7" X 3/8" THICK WALL CROSS TUBE
- LOAD HOLDING VALVE FOR THE WING
- DECEL CYLINDER
- COLLAR ON DOWN SIDE OF HEEL FUNCTION MOVED 3" INBOARD TO ELIMINATE DOWN PRESSURE
- WING LOCK
- ENTIRE SNOWPLOW WILL BE SHOT BLASTED AND POWDER COATED PAINTED ORANGE
- ALL COMPLETELY INSTALLED, F.O.B. DES MOINES, IA

\$ 66,155.00

~~OPTIONS NOT INCLUDED IN ABOVE PRICING:~~

- ~~1 - HPV PNEUMATIC AIR STACK VALVE INSTALLED INTO CROSS CHANNEL MOUNTED ENCLOSURE WITH FLOOR MOUNTED AIR CONTROLS IN THE CAB FOR OPERATION OF EQUIPMENT ALL COMPLETELY INSTALLED ADD.....\$ 1,560.00~~
- ~~1 - HMV MODULAR AIR MANIFOLD VALVE INSTALLED INTO CROSS CHANNEL MOUNTED~~

\*\*\* CONTINUED NEXT PAGE \*\*\*

CITY OF BONDURANT  
RESOLUTION NO. 16-61

RESOLUTION APPROVING THE AGREEMENT WITH VEENSTRA & KIMM FOR WOLF CREEK  
SEWER ENGINEERING SERVICES

WHEREAS, the City currently owns and operates a municipal sanitary sewer system; AND

WHEREAS, the southwesterly portion of the Wolf Creek development in the City requires a sanitary sewer that flows southwesterly; AND

WHEREAS, as part of the 2004 WRA 28E Agreement negotiations, the City of Altoona agreed to allow the southwesterly part of the Wolf Creek development to be sewered to the City of Altoona sewer system at the north side of Interstate 80; AND

WHEREAS, the developers of the Wolf Creek project have indicated westerly flowing sanitary sewer service will be required in mid-2017; AND

WHEREAS, in anticipation of providing sanitary sewer service to the southwesterly portion of the Wolf Creek development, the City has determined it appropriate to proceed with the design and possible construction of a sanitary sewer extending from the City of Altoona sanitary sewer system to the southwest corner of the Wolf Creek development; AND

WHEREAS, the sanitary sewer project will be referred to as the **Wolf Creek Sanitary Sewer Extension, or Project**; AND

WHEREAS, the City desires to retain the Engineers to provide engineering design services for the Project for a minimum fee of \$21,000.00,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, the agreement with Veenstra & Kimm for Wolf Creek Sewer Engineering Services, is hereby approved as presented.

Passed this 18th day of April, 2016,

By: \_\_\_\_\_  
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

**AGREEMENT FOR PROFESSIONAL SERVICES**

**CITY OF BONDURANT, IOWA  
WOLF CREEK SANITARY SEWER EXTENSION**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ 2016, 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**, the City currently owns and operates a municipal sanitary sewer system, and

**WHEREAS**, the southwesterly portion of the Wolf Creek development in the City requires a sanitary sewer that flows southwesterly, and

**WHEREAS**, as part of the 2004 WRA 28E Agreement negotiations the City of Altoona agreed to allow the southwesterly part of the Wolf Creek development to be sewered to the City of Altoona sewer system at the north side of Interstate 80, and

**WHEREAS**, the developers of the Wolf Creek project have indicated westerly flowing sanitary sewer service will be required in mid-2017, and

**WHEREAS**, in anticipation of providing sanitary sewer service to the southwesterly portion of the Wolf Creek development the City has determined it appropriate to proceed with the design and possible construction of a sanitary sewer extending from the City of Altoona sanitary sewer system to the southwest corner of the Wolf Creek development, and

**WHEREAS**, the sanitary sewer project will be referred to as the **Wolf Creek Sanitary Sewer Extension**, 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. New sanitary sewer extending from the City of Altoona sanitary sewer system at the north side of Interstate 80 northerly to the southwest corner of the Wolf Creek development, a distance of approximately 2,400 linear feet.

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. **EASEMENTS.** The Engineers shall determine the extent of any easement acquisition required for the Project. The Engineers shall prepare easement descriptions and plats as required for the Project. The Scope of Services does not include the actual work associated with the acquisition of 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. **CONNECTION FEE DISTRICT.** The Engineers shall assist the City in the establishment of a Connection Fee District for the Project. The Engineers shall develop the basis for the Connection Fee District and in conjunction with the City establish the Connection Fee District boundary. The Engineers shall develop the legal description of the Connection Fee District and determine the preliminary connection fee. The Engineers shall assist in preparation of the ordinance to be used to enact the Connection Fee District.
12. **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.
13. **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.
14. **COMPLETION.** The design services and construction services for the water main shall be completed as follows:
  - a. Design and preparation of plans and specifications: October 31, 2016.
15. **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 as set forth in **2. DESIGN SERVICES** through **10. AWARD OF CONTRACT** shall be on the basis of the Engineers' standard hourly fees with a maximum not to exceed fee of Twenty-one Thousand Dollars (\$21,000).

b. The fee for services for assistance in the establishment of the Connection Fee District as set forth in 11. **CONNECTION FEE DISTRICT** shall be on the basis of the Engineers' standard hourly fees with a maximum not to exceed fee of Three Thousand Five Hundred Dollars (\$3,500).

16. **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.

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

18. **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.

19. **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.

20. **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.

21. **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.

**22. 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.

**23. 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)*	7,000,000/7,000,000
Workers' Compensation, Statutory Benefits Coverage B	1,000,000
Professional Liability**,***	2,000,000/2,000,000

\*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.

**24. 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.

25. **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.
26. **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.
27. **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 Deborah M. Lute

HOURLY RATES BY EMPLOYEE CLASSIFICATION  
(Effective July 2015)

Management I.....	\$158.00
Management II.....	156.00
Process Engineer.....	175.00
Engineer I-A.....	158.00
Engineer I-B.....	148.00
Engineer I-C.....	142.00
Engineer II.....	130.00
Engineer II-B.....	122.00
Engineer III-A.....	115.00
Engineer III-B.....	108.00
Engineer III-C.....	104.00
Engineer IV.....	100.00
Engineer V.....	93.00
Engineer VI.....	88.00
Engineer VII.....	84.00
Engineer VIII.....	80.00
Engineer IX.....	74.00
Engineer X.....	67.00
Engineer XI.....	63.00
Design Technician.....	88.00
Planner I.....	100.00
Planner II.....	75.00
Planner III.....	69.00
Drafter I.....	87.00
Drafter II.....	74.00
Drafter III.....	70.00
Drafter IV.....	66.00
Drafter V.....	56.00
Drafter VI.....	52.00
Drafter VII.....	43.00
Clerical I.....	80.00
Clerical II.....	56.00
Clerical III.....	41.00
Clerical IV.....	33.00
Construction Manager.....	150.00
Surveyor I.....	90.00
Surveyor II.....	81.00
Technician I.....	77.00
Technician II.....	71.00
Technician III.....	67.00
Technician IV.....	62.00
Technician V.....	56.00
Technician VI.....	52.00
Technician VII.....	45.00
Technician VIII.....	40.00
Technician IX.....	33.00
Building Inspector I.....	140.00
Building Inspector II.....	74.00
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.....	54¢/Mile



April 6, 2016

Mark Arentsen  
City Administrator  
City of Bondurant  
200 Second Street NE  
P.O. Box 37  
Bondurant, Iowa 50035

BONDURANT, IOWA  
WOLF CREEK SANITARY SEWER EXTENSION  
AGREEMENT FOR PROFESSIONAL SERVICES

Enclosed are two copies of the proposed Agreement between the City of Bondurant and Veenstra & Kimm, Inc. for the Wolf Creek Sanitary Sewer Extension project. The Agreement provides for design services, including preparation of the plans and specifications and assistance in obtaining the construction permits. The design services include preparation of easements to be acquired by the City of Bondurant.

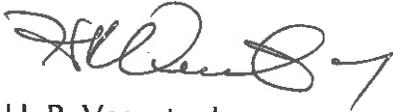
The Agreement includes work to establish a connection fee district. The connection fee district would be established to assist the City in recovering the cost for construction of the project. The Agreement does not specifically address assistance in preparing a Development Agreement. The writer assumes the work on the connection fee district will generate all of the information that would be necessary for the City to negotiate the appropriate Development Agreements with property owners.

The Agreement does not include any construction related services. It is assumed the City will be providing all of the construction administration and onsite inspection of the project. The Agreement provides if the City wishes to have Veenstra & Kimm, Inc. provide some of the construction related services those services can be added by an amendment to the Agreement.

Mark Arentsen  
April 6, 2016  
Page 2

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "H. R. Veenstra Jr.", with a stylized flourish at the end.

H. R. Veenstra Jr.

HRVJr: pjh  
4284  
Enclosure



April 5, 2016

Mark Arentsen  
City Administrator  
City of Bondurant  
200 Second Street NE  
P.O. Box 37  
Bondurant, Iowa 50035

**BONDURANT, IOWA  
WOLF CREEK SANITARY SEWER EXTENSION  
PROJECT SCHEDULE**

As a follow up to the discussion at the April 4, 2016 City Council meeting, the writer has developed a schedule for activities leading to the design and construction of the Wolf Creek Sanitary Sewer Extension. The schedule is consistent with the timeline the writer originally provided on March 16, 2016.

The schedule of major activities for the project is as follows:

May 2, 2016	Approve agreement for engineering services
June 2016	Finalize sewer alignment
June 2016	Determine service area and connection fee district
August 2016	Complete negotiations of Development Agreement
September 2016	Complete the establishment of the connection fee district
September 2016	Complete plans and specifications
October 2016	Obtain IDNR construction permit
November 2016	Complete easement acquisition
December 2016	Receive bids and award construction contract
February 2017	Start construction
May 2017	Complete construction
June 2017	Project acceptance

Mark Arentsen  
April 5, 2016  
Page 2

If you have any questions or comments concerning the project, please contact the writer at 225-8000.

VEENSTRA & KIMM, INC.

A handwritten signature in black ink, appearing to read "H. R. Veenstra Jr.", written in a cursive style.

H. R. Veenstra Jr.

HRVJr:pjh  
428

## Mark Arentsen

---

**From:** Mark Hamersma [mharm@cityrealtycorp.com]  
**Sent:** Monday, February 29, 2016 8:06 AM  
**To:** Mark Arentsen (marentsen@cityofbondurant.com)  
**Subject:** Wolf Creek

Good morning Mark,

We will be installing plats 7 and 8 this year which can connect to the existing sewer, going forward all additional phases will need to connect to the Altoona sewer. We are going to begin the process for approval of plat 9 shortly which would necessitate the need for the Altoona sewer connection. It would be our intent to install plat 9 in the spring/summer of 2017. Thanks for all of your help.

Regards,  
Mark

Mark Hamersma  
15 Ionia S.W.  
Suite 340  
Grand Rapids, MI 49503  
616-437-7455

## Mark Arentsen

---

**From:** Mark Arentsen [marentsen@cityofbondurant.com]  
**Sent:** Saturday, March 26, 2016 2:02 PM  
**To:** 'csullivan@cityofbondurant.com'; 'Brian Lohse'; Wes Enos (wes@wesenos.com); 'Bob Peffer'; 'Jen Keeler'; 'Doug Elrod'  
**Cc:** 'Idunham@cityofbondurant.com'; 'Shelby Hagan'; 'Pat Collison'; 'dhiggins@cityofbondurant.com'  
**Subject:** Sewer service to Rosenberger and Wolf Creek properties  
**Attachments:** SKM\_C454e16032613310.pdf; Rosenberger Proposed Development 3-25-16.pdf

The attached map shows two potential sewer locations to serve the Rosenberger property and the Wolf Creek subdivision between I-80 and Wolf Creek. Installation of this sewer line will be a Discussion Item on the 4/4 City Council agenda. A potential developer of the Rosenberger property and Mark Hammersma, owner and developer of Wolf Creek, are both interested in seeing this sewer installed. I've been discussing this issue with Mark H. for a couple years. He needs the sewer installed by next year to continue the build out of Wolf Creek. The Wolf Creek plats being installed this year are the last that can be built without this sewer installation. Estimated cost for this sewer is in the \$250,000 range. The concept discussed with both Mark H. and the potential Rosenberger developer involves a connection fee district. This would require the City to install the sewer and then be reimbursed for its costs as the property develops. Both have agreed that the connection fee district concept makes sense. It's possible that they would agree to a minimum assessment arrangement in which they'd agree to pay a predetermined amount each year as part of a developers agreement, but that issue hasn't been discussed yet. You may recall that the Council has discussed establishing a \$200,000 fund for this type of project. In my opinion, a \$250,000 project is doable and reasonable.

I believe this sewer project is a "best of both worlds" event. The Council has indicated interest in installing infrastructure that facilitates commercial development. Another attached map shows the potential commercial lot configuration for the Rosenberger property. These 7 lots, especially the ones fronting I-80, may have the highest potential value of any property in the City. What better place to install sewer that promotes commercial development? These lots are the "first cut" of a development concept for the property, so it's possible that other lot arrangements will be considered. Water service and street alignment has also been considered and I believe both can be worked out. There may be drainage issues that need further consideration.

Wolf Creek has proven to be a steadily developing subdivision for years. I think it's reasonable to expect the build out pattern for Wolf Creek to continue especially in an improving housing market. Mark H. told me several days ago that Plat 8, 23 lots, has been sold to Greenland Homes. Greenland has also proven to be a steady residential developer in Bondurant so it's reasonable to expect both of the 2016 plats, 7 and 8, will be built out in the next couple years. The new sewer is needed to install what will probably be Plat 9 and beyond. One of the good things about the reliable development experience in Wolf Creek is that improves the probability that the City will recoup its investment for the sewer serving Wolf Creek with reasonable certainty. This will help replenish the sewer infrastructure fund for use in future projects.

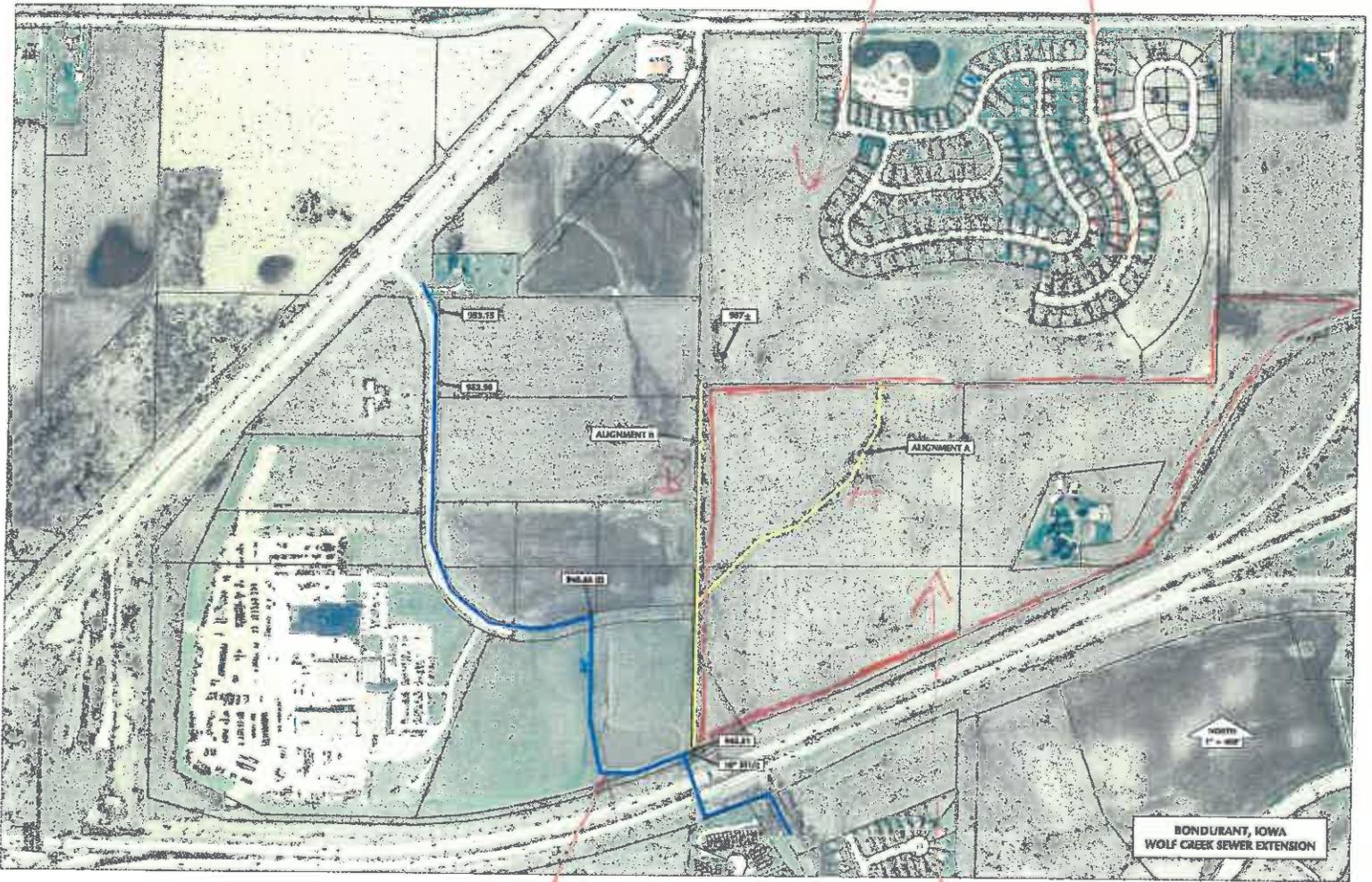
Bob Veenstra has developed a timeline for this sewer which shows construction this coming winter with completion in June, 2017.

Please let me know if you have any questions or comments about this issue.

*Mark Arentsen*

City Administrator  
City of Bondurant, Pop. 5,493  
200 Second St., NE, PO Box 37  
Bondurant, IA 50035  
515-967-2418

Wolf Creek Subdivision



Existing sewer in black line Rosenberg Property

CITY OF BONDURANT  
RESOLUTION NO. 16-62

RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO WRITE-OFF CERTAIN EMERGENCY SERVICES MEDICAL SERVICE ACCOUNTS AS NONCOLLECTABLE DUE TO MEDICAID, MEDICARE OR TOO SMALL TO COLLECT

WHEREAS, the City Administrator has reviewed the list of Emergency Medical Service accounts showing balances due for First Quarter; AND

WHEREAS, based upon the advice of the City Administrator and review of Exhibit "A"; the Bondurant City Council believes that it is in the best interest of the City of Bondurant, Polk County, Iowa, to write-off said Emergency Medical Service accounts as uncollectable, due to Medicaid, Medicare or too small to collect

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Polk County, Iowa, that the City Administrator of the City of Bondurant, is hereby authorized, and directed to write-off the official books and records of the City of Bondurant, the Emergency Services Medical Services accounts shown on Exhibit "A", attached hereto, and by this reference incorporated herein, as uncollectable debts.

Passed this 18th day of April, 2016,

By: \_\_\_\_\_  
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

City of Bondurant

Exhibit A

Activity Register

Ambulance Billing

Run Options and Information

Events that were posted from 01/01/2016 through 03/31/2016.

For selected event type: Write-off

Event Date/Time	Event Type	Event ID	Patient Name	Short Description	Additional Information
01/11/2016 12:27 PM	Write-off			15-193 7-28-15	\$-1.00, Too small to collect ✓
01/18/2016 10:14 AM	Write-off			15-306 11-15-15	\$-260.43, Medicare ✓
01/19/2016 03:20 PM	Write-off			15-269 10-14-15	\$-604.34, Medicaid ✓
01/19/2016 03:21 PM	Write-off			15-303 11-14-15	\$-258.90, Medicare ✓
01/19/2016 03:23 PM	Write-off			15-300 11-9-15	\$-266.97, Medicare ✓
01/19/2016 03:25 PM	Write-off			15-294 11-3-15	\$-334.23, Medicare ✓
01/21/2016 12:21 PM	Write-off			15-306 11-15-15	\$-1.00, Too small to collect ✓
01/21/2016 12:23 PM	Write-off			15-299 11-8-15	\$-326.92, Medicare ✓
02/12/2016 03:11 PM	Write-off			15-333 12-22-15	\$-324.25, Medicare HMO/Managed C ✓
02/12/2016 03:15 PM	Write-off			15-344 12-31-15	\$-320.76, Medicare HMO/Managed C ✓
02/18/2016 10:54 AM	Write-off			15-292 11-1-15	\$-2.00, Too small to collect ✓
02/18/2016 10:56 AM	Write-off			15-292 11-1-15	\$-590.78, Medicaid ✓
02/18/2016 11:15 AM	Write-off			15-319 11-27-15	\$-596.97, Medicaid ✓
02/18/2016 11:16 AM	Write-off			15-319 11-27-15	\$-2.00, Too small to collect ✓
02/18/2016 11:21 AM	Write-off			15-256 9-27-15	\$-626.60, Medicaid ✓
02/18/2016 11:24 AM	Write-off			15-308 10-30-15	\$-153.66, Medicaid ✓
02/25/2016 10:10 AM	Write-off			15-340 12-26-15	\$-318.85, Medicare ✓
02/25/2016 02:56 PM	Write-off			15-287 10-29-15	\$-641.20, Medicaid ✓
02/25/2016 02:58 PM	Write-off				\$0.00, Medicaid
02/25/2016 02:58 PM	Write-off				\$0.00, Too small to collect
02/25/2016 02:59 PM	Write-off				\$-598.07, Medicaid ✓
02/25/2016 03:00 PM	Write-off			16-008 1-9-16	\$-2.00, Too small to collect ✓
02/25/2016 03:01 PM	Write-off			15-343 12-20-15	\$-618.15, Medicaid ✓
04/06/2016 03:17 PM	Reversal (				\$0.00
04/06/2016 03:18 PM	Reversal (				\$599.17
03/03/2016 10:52 AM	Write-off			16-005 1-7-16	\$-331.61, Medicare ✓
03/08/2016 08:13 AM	Write-off			15-325 12-3-15	\$-259.28, Medicare ✓
03/08/2016 08:15 AM	Write-off			16-006 1-8-16	\$-261.25, Medicare ✓
03/24/2016 10:22 AM	Write-off			16-021 1-23-16	\$-342.71, Medicare ✓
03/31/2016 09:04 AM	Write-off			16-023 1-29-16	\$-659.08, Medicaid ✓
03/31/2016 09:10 AM	Write-off			15-268 10-10-15	\$-340.34, Medicare ✓

**City of Bondurant**

**Ambulance Billing**

**Activity Register**

<u>Event Date/Time</u>	<u>Event Type</u>	<u>Event ID</u>	<u>Patient Name</u>	<u>Short Description</u>	<u>Additional Information</u>
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**Event Summary**

<u>Event Type</u>	<u>Count</u>	<u>\$ (if Applicable)</u>
Reversal (W/O)	2	\$601.17
Write-off	29	\$-9,644.52
	31	

**Write-off Summary**

<u>Write-off Reason</u>	<u>Count</u>	<u>Amount</u>
Medicaid	10	\$5,088.85
Medicare	11	\$3,301.49
Medicare HMO/Managed Care	2	\$645.01
Too small to collect	6	\$8.00
	29	\$9,043.35

CITY OF BONDURANT  
RESOLUTION NO. 16-63

RESOLUTION AWARDING THE SALE OF THE SCAG MOWER IN THE AMOUNT OF \$600.00 TO  
TODD HANRAHAN OF BONDURANT AUTO BODY

WHEREAS, the City accepted bids for the Bondurant Recreational Sports Complex (BRSC) 61" Scag Mower; AND

WHEREAS, bids for the mower were due on April 11, 2016; AND

WHEREAS, the City received four bids for the Scag Mower; AND

WHEREAS, Todd Hanrahan of Bondurant Auto Body submitted a bid of \$600.00,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, the sale of the Scag Mower is awarded to Todd Hanrahan, is hereby approved as presented.

Passed this 18th day of April, 2016,

By: \_\_\_\_\_  
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

**Nicole Van Houten**

---

**From:** Bondurant Auto Body <bondurantautobody@gmail.com>  
**Sent:** Wednesday, March 23, 2016 10:40 AM  
**To:** info@cityofbondurant.com  
**Subject:** 61" Deck Mower

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Bondurant Auto Body would like to bid on the 61" mower for sale. Our bid is \$600.00.  
Thanks

--  
Todd Hanrahan  
Bondurant Auto Body  
515.967.9000

[Bondurantautobody@gmail.com](mailto:Bondurantautobody@gmail.com)

## Nicole Van Houten

---

**From:** Wesley Millang <wesleymillang@gmail.com>  
**Sent:** Thursday, March 24, 2016 2:38 PM  
**To:** nvanhouten@cityofbondurant.com  
**Subject:** Re: 61" Deck Scag Mower

Wes Millang  
5913 Winona ave  
des moines,iowa 50317

My Bid is 577.00

On Thu, Mar 24, 2016 at 2:24 PM, Nicole Van Houten <nvanhouten@cityofbondurant.com> wrote:

You can place your bid via email. Totally fine!

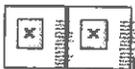
**Nicole Van Houten** | Administrative Assistant  
**City of Bondurant (pop 5,493)** | 200 2<sup>nd</sup> St NE Box 37  
p: [515.967.2418](tel:515.967.2418) | f: [515.967.5732](tel:515.967.5732)

e: [nvanhouten@cityofbondurant.com](mailto:nvanhouten@cityofbondurant.com)  
[web](#) | [facebook](#) | [twitter](#)

**From:** Wesley Millang [<mailto:wesleymillang@gmail.com>]  
**Sent:** Thursday, March 24, 2016 2:23 PM  
**To:** [nvanhouten@cityofbondurant.com](mailto:nvanhouten@cityofbondurant.com)  
**Subject:** Re: 61" Deck Scag Mower

Can I just place my bid by email or do I need to mail it in?

On Thu, Mar 24, 2016 at 11:05 AM, Nicole Van Houten <nvanhouten@cityofbondurant.com> wrote:



[nvanhouten@cityofbondurant.com](mailto:nvanhouten@cityofbondurant.com) is not on your Guest List | [Approve sender](#) | [Approve domain](#)

I. Cody Payne would like to place a bid  
of \$461.50 on the 61" Scag Lawnmower  
to the city of Bondurant, IA

Cody Payne  
11805 LUV Rd  
Louisville, NE 68037

402-298-1132

## Nicole Van Houten

---

**From:** Harold Hommes <f50a80c1919232be8acae62d4d9cfd76@reply.craigslist.org>  
**Sent:** Monday, April 11, 2016 12:10 AM  
**To:** nhhwr-5501479108@sale.craigslist.org

Dear City of Bondurant Officials:

I do hereby bid \$347.00 on your older 61" Scag mower as listed on Craigslist Des Moines. My contact information is shown below.

Thank you,

Harold Hommes  
1215 - 65th Street  
Windsor Heights, IA 50324

Cell # 515 707-3900  
email: [hjhommes@mchsi.com](mailto:hjhommes@mchsi.com)

---

Original craigslist post:

<http://desmoines.craigslist.org/grd/5501479108.html>

About craigslist mail:

<http://craigslist.org/about/help/email-relay>

Please flag unwanted messages (spam, scam, other):

<http://craigslist.org/mf/a7c80f728772187c71404a2ab11aae9e438fc0a7.1>

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CITY OF BONDURANT  
RESOLUTION NO. 16-64

RESOLUTION NAMING JENNIFER KEELER AS THE CITY OF BONDURANT'S REPRESENTATIVE  
TO THE DES MOINES CONVENTION AND VISITORS BUREAU BOARD OF DIRECTORS

WHEREAS, the City is a member of the Des Moines Convention and Visitors Bureau (CVB); AND

WHEREAS, the Des Moines CVB markets the region as a visitor destination increasing economic growth; AND

WHEREAS, City representation is requested on the Board of Directors; AND

WHEREAS, Council Member Jennifer Keeler has offered to represent Bondurant at the quarterly CVB Board of Director meetings,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Jennifer Keeler is named as a representative to the Des Moines CVB Board of Directors, is hereby approved as presented.

Passed this 18th day of April, 2016,

By: \_\_\_\_\_  
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

## Shelby Hagan

---

**From:** Mark Arentsen [mailto:marentsen@cityofbondurant.com]  
**Sent:** Thursday, April 14, 2016 10:43 AM  
**To:** 'Shelby Hagan'  
**Cc:** csullivan@cityofbondurant.com  
**Subject:** FW: CVB Board of Directors

Shelby, Please include a Resolution on the 4/18 agenda naming Jennifer Keeler as the City's rep to the Des Moines CVB. I think Wes is the current rep. He is not able to attend the meetings.

*Mark Arentsen*

City Administrator  
City of Bondurant, Pop. 5,493  
200 Second St., NE, PO Box 37  
Bondurant, IA 50035  
515-967-2418  
515-971-6855 (Cell)  
515-967-5732 (Fax)  
[marentsen@cityofbondurant.com](mailto:marentsen@cityofbondurant.com)  
[www.cityofbondurant.com](http://www.cityofbondurant.com)

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**From:** [jkeeler@cityofbondurant.com](mailto:jkeeler@cityofbondurant.com) [mailto:[jkeeler@cityofbondurant.com](mailto:jkeeler@cityofbondurant.com)]  
**Sent:** Wednesday, April 13, 2016 8:44 PM  
**To:** Arentsen Mark  
**Subject:** Fwd: CVB Board of Directors

Hi Mark - Can you get something together that Curt might be able to sign at Council on Monday?

Thanks!

Jen

Sent from my iPhone

Begin forwarded message:

**From:** Nancy Goode <[nancy@catchdesmoines.com](mailto:nancy@catchdesmoines.com)>  
**Date:** April 13, 2016 at 9:41:33 AM CDT  
**To:** "[jkeeler@cityofbondurant.com](mailto:jkeeler@cityofbondurant.com)" <[jkeeler@cityofbondurant.com](mailto:jkeeler@cityofbondurant.com)>  
**Subject:** CVB Board of Directors

Jen – thank you so much for reaching out to us. I am the liaison with the board so you can always use me for your contact. We do meet the third Wednesday but only four times a year. We do have a meeting on April 20, which will be here at the CVB offices. We are located in Capital Square at 40 Locust, Suite 265.

Would you please send me a letter from the Mayor on city letterhead naming you as the official representative from Bondurant? I will also get you set up on our board portal so you can access the packet of information for the meeting. Please send me your contact information for all board correspondence, including email. Thanks Jen! We look forward to having you serve on our board.

Nancy Goode

Vice President of Finance and Administration  
400 Locust Street, Suite 265  
Des Moines, IA 50309  
Direct: (515) 699-3441 | Cell: (515) 490-1526  
Toll Free: (800) 451-2625  
[catchdesmoines.com](http://catchdesmoines.com)



GREATER DES MOINES CONVENTION & VISITORS BUREAU

**THE PARENT ORGANIZATION OF THE  
DES MOINES AREA SPORTS COMMISSION**

Catch up with us! We have new email addresses. Please denote in your address book.

CITY OF BONDURANT  
RESOLUTION NO. 16-65

RESOLUTION EXTENDING THE APRIL 30 DEADLINE FOR MOBILE MINI, INC. AT 3507 GRANT STREET,  
SOUTH

WHEREAS, the property is zoned for General Commercial District (C2); AND

WHEREAS, Robert F. Etzel Living has owned the property since September 4, 2013; AND

WHEREAS, Mobile Mini, Inc. is an active business temporarily renting space while this property is being actively marketed for sale by Black Acre Realty; AND

WHEREAS, Mobile Mini, Inc. agreed to abide by the requests of the City of Bondurant's Planning and Zoning Commission; AND

WHEREAS, the Planning and Zoning Commission set an April 30 deadline with the request of Mobile Mini, Inc.'s presence at the April 14 regular meeting; AND

WHEREAS, the Council agrees with the Commission's recommendation extending the occupancy deadline to May 31, 2016,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the extension for Mobile Mini, Inc. is granted until May 31, 2016, and is hereby approved as presented.

BE IT FURTHER RESOLVED, the City Council will grant no additional extensions for Mobile Mini, Inc. beyond May 31, 2016.

Passed this 18th day of April, 2016,

By: \_\_\_\_\_  
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

PLANNING AND ZONING COMMISSION  
RESOLUTION NO. PZ-16-13

RESOLUTION EXTENDING THE APRIL 30 DEADLINE FOR MOBILE MINI, INC. AT 3507  
GRANT STREET, SOUTH

WHEREAS, the property is zoned for General Commercial District (C2); AND

WHEREAS, Robert F. Etzel Living has owned the property since September 4, 2013; AND

WHEREAS, Mobile Mini, Inc. is an active business temporarily renting space while this property is being actively marketed for sale by Black Acre Realty; AND

WHEREAS, Mobile Mini, Inc. agreed to abide by the requests of the City of Bondurant's Planning and Zoning Commission; AND

WHEREAS, the Commission set an April 30 deadline with the request of Mobile Mini, Inc.'s presence at the April 14 regular meeting; AND

WHEREAS, the Commission, at Mobile Mini's request, has agreed to extend the occupancy deadline to May 31, 2016,

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Bondurant, Iowa, recommends extension of the Mobile Mini, Inc. occupancy of the property until May 31, 2016 and that this recommendation be forwarded to the City Council.

BE IT FURTHER RESOLVED that the Commission recommends that the City Council grant no additional extensions of Mobile Mini's occupancy of the property beyond May 31, 2016.

Moved by \_\_\_\_\_, Seconded by \_\_\_\_\_ to adopt.

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the Planning and Zoning Commission 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

Action	Yay	Nay	Abstain	Absent
Kromrie				
Hudson				
Higgins				
Russell				
Wood				
Clayton				
McCleary				

\_\_\_\_\_  
Dave Higgins, Commission Chair

## **Mark Arentsen**

---

**From:** Joe Carroll [joe@quintex.com]  
**Sent:** Friday, March 25, 2016 4:47 PM  
**To:** Mark Arentsen  
**Cc:** Peter Greenwood (pgreenwood@mobilemini.com); jason@jasonjohansen.com  
**Subject:** Extension Request

Mark: Mobile Mini, Inc. (MMI) had agreed to either be off the Bondurant temporary yard by April 30<sup>th</sup>, or to attend the April 14<sup>th</sup> Planning Meeting and request a short extension. It appears MMI's new facility will be available right around May 1<sup>st</sup> .....but, it will take MMI a bit of time to move. So, we would like to get on your April 14<sup>th</sup> meeting docket, for purposes of requesting a 30 day extension (May 1-30<sup>th</sup>). MMI hopes to have vacated the Bondurant temporary yard well before May 30<sup>th</sup>, but we would like to ask for that amount of time just to ensure this gets done.

Peter Greenwood, MMI's regional manager, will again plan to attend the April 14<sup>th</sup> meeting. He is copied here.

Let us know if you need any further information, or please confirm that Peter just needs to show up to the meeting and address the Commission. Thank you.

*Joe Carroll*  
*Resource One*  
*(408) 314-7262*

CITY OF BONDURANT  
RESOLUTION NO. 16-66

RESOLUTION APPROVING PLAT OF SURVEY FOR SANKEY SUMMIT

WHEREAS, the City Council approved a preliminary plat for Sankey Summit Plat 1 at its April 4, 2016 meeting; AND

WHEREAS, Ethel C. Sankey Trust and Sandra Miller, Trustee is the owner of a certain piece of real estate involved with the Sankey Summit Plat 1; AND,

WHEREAS, this property is located in the Northeast 1/4 of Section 25, Township 80 North, Range 23 West of the 5th P.M., City of Bondurant, Polk County, Iowa and described as follows:

Beginning at the East 1/4 corner of said Section 25; thence South 89°47'44" West along the South Line of said Northeast 1/4, a distance of 2376.97 feet; thence North 28°07'16" East, 363.53 feet; thence North 89°47'44" East, 250.00 feet; thence Northeasterly along a curve concave Southeasterly whose radius is 660.00 feet, whose arc length is 37.57 feet and whose chord bears North 28°30'25" East, 37.56 feet; thence North 30°08'15" East, 144.46 feet; thence Northeasterly along a curve concave Southeasterly whose radius is 485.00 feet, whose arc length is 507.89 feet and whose chord bears North 60°08'15" East, 485.00 feet; thence South 89°51'45" East, 1446.26 feet to the East line of said Northeast 1/4; thence South 00°08'15" West along said East line, 708.99 feet to the point of beginning and containing 33.22 acres (1,447,254 S.F.) and being subject to 0.81 acres (35,102 S.F) of roadway easement.

Property subject to any and all easements of record.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Plat of Survey for Sankey Summit, is hereby approved as presented.

Passed this 18th day of April, 2016,

By: \_\_\_\_\_  
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

PLANNING AND ZONING COMMISSION  
RESOLUTION NO. PZ-16-14

RESOLUTION APPROVING PLAT OF SURVEY FOR SANKEY SUMMIT

WHEREAS, the City Council approved a preliminary plat for Sankey Summit Plat 1 at its April 4, 2016 meeting; AND

WHEREAS, Ethel C. Sankey Trust and Sandra Miller, Trustee is the owner of a certain piece of real estate involved with the Sankey Summit Plat 1; AND,

WHEREAS, this property is located in the Northeast 1/4 of Section 25, Township 80 North, Range 23 West of the 5th P.M., City of Bondurant, Polk County, Iowa and described as follows:

Beginning at the East 1/4 corner of said Section 25; thence South 89°47'44" West along the South Line of said Northeast 1/4, a distance of 2376.97 feet; thence North 28°07'16" East, 363.53 feet; thence North 89°47'44" East, 250.00 feet; thence Northeasterly along a curve concave Southeasterly whose radius is 660.00 feet, whose arc length is 37.57 feet and whose chord bears North 28°30'25" East, 37.56 feet; thence North 30°08'15" East, 144.46 feet; thence Northeasterly along a curve concave Southeasterly whose radius is 485.00 feet, whose arc length is 507.89 feet and whose chord bears North 60°08'15" East, 485.00 feet; thence South 89°51'45" East, 1446.26 feet to the East line of said Northeast 1/4; thence South 00°08'15" West along said East line, 708.99 feet to the point of beginning and containing 33.22 acres (1,447,254 S.F.) and being subject to 0.81 acres (35,102 S.F) of roadway easement.

Property subject to any and all easements of record.

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Bondurant, Iowa, that the Plat of Survey for Sankey Summit, is approved and forwarded to the City Council with a recommendation for approval of same.

Moved by \_\_\_\_\_, Seconded by \_\_\_\_\_ to adopt.

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the Planning and Zoning Commission 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

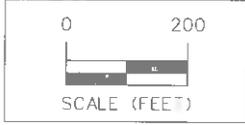
Action	Yay	Nay	Abstain	Absent
Kromrie				
Hudson				
Higgins				
Russell				
Wood				
Clayton				
McCleary				

---

Dave Higgins, Commission Chair



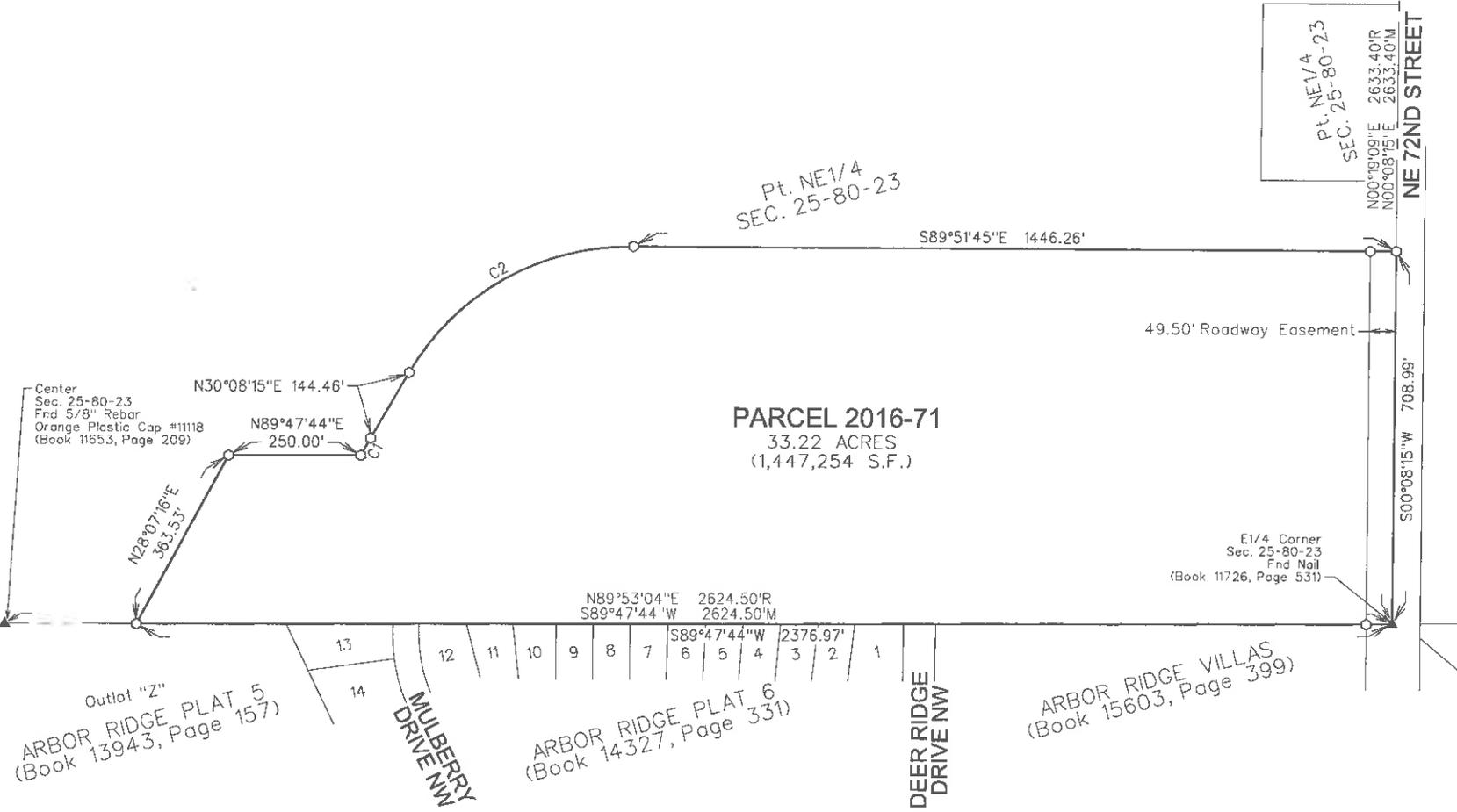
# PLAT OF SURVEY



## CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	3° 15' 41" RT	660.00'	37.57'	18.79'	N28°30'25"E 37.56'
C2	60° 00' 00" RT	485.00'	507.89'	280.01'	N60°08'15"E 485.00'

NE Corner  
Sec. 25-80-23  
Fnd Nail  
(Certificate to Be Recorded)



REVISION	DATE	BY

EDG  
Checked By: EDG  
Date: 04/17/16  
Scale: 1"=200'

SKR  
Technician: SKR  
Date: 04/17/16  
Field No: 1231 Pg. 1

115.1083  
Project No: 115.1083  
Sheet 2 of 2



**SNYDER & ASSOCIATES, INC.**  
2727 SW SNYDER BLVD.  
ANKENY, IOWA 50023  
615-484-2620 | www.snyder-associates.com

**PT NE 1/4 SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST**  
**PLAT OF SURVEY**  
**BONDURANT, IA**

CITY OF BONDURANT  
RESOLUTION NO. 16-67

RESOLUTION APPROVING THE AGRICULTURAL NURSERY/TRUCK GARDEN ON FRANKLIN STREET,  
SOUTHWEST

WHEREAS, a preliminary plan was submitted by Brad & Michelle Cramblit; AND

WHEREAS, the property is located on Franklin Street, Southwest and is approximately five (5) acres of land; AND,

WHEREAS, the principal use of said land will be to establish an Agricultural Nursery/Truck Garden; AND,

WHEREAS, the shop located on the property will be used for storing and maintaining equipment, infrastructure, materials, and records associated with the Nursery/Truck Garden as permitted in the A-1 Zoning District; AND,

WHEREAS, the shop is not intended as a retail store,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, plan for the Agricultural Nursery/Truck Garden, is hereby approved as presented.

Passed this 18th day of April, 2016,

By: \_\_\_\_\_  
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

PLANNING AND ZONING COMMISSION  
RESOLUTION NO. PZ-16-15

RESOLUTION APPROVING THE AGRICULTURAL NURSERY/TRUCK GARDEN ON 64TH  
STREET, NORTHEAST

WHEREAS, a preliminary plan was submitted by Brad & Michelle Cramblit; AND

WHEREAS, the property is located on Franklin Street, Southwest and is approximately five (5) acres of land; AND,

WHEREAS, the principal use of said land will be to establish an Agricultural Nursery/Truck Garden; AND,

WHEREAS, the shop located on the property will be used for storing and maintaining equipment, infrastructure, materials, and records associated with the Nursery/Truck Garden as permitted in the A-1 Zoning District; AND,

WHEREAS, the shop is not intended as a retail store,

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Bondurant, Iowa, that the plan for the Agricultural Nursery/Truck Garden, is approved and forwarded to the City Council with a recommendation for approval of same.

Moved by \_\_\_\_\_, Seconded by \_\_\_\_\_ to adopt.

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the Planning and Zoning Commission 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.

\_\_\_\_\_  
Shelby Hagan, City Clerk

Action	Yay	Nay	Abstain	Absent
Kromrie				
Hudson				
Higgins				
Russell				
Wood				
Clayton				
McCleary				

\_\_\_\_\_  
Dave Higgins, Commission Chair

April 14, 2016

City of Bondurant  
Planning & Zoning Commission  
200 Second St. NE  
Bondurant, IA 50035

To Whom It May Concern,

We would like to request a meeting with the Planning & Zoning Commission and to be on the agenda for the April 14th meeting.

As residents of Bondurant, we are proud to be a part of this community and look to contribute to the success of Bondurant in any way we can. We can't think of a better location where we would like to continue to put down our roots.

We look forward to reviewing plans with the P&Z Commission to share more details about what we hope to accomplish on a 5 acre plat of land located on NE 64<sup>th</sup> St on the west side of Bondurant. The principal use of this land will be to establish an Agricultural Nursery/Truck Garden with a shop building capable of supporting this principal use. This is not a retail store, just a small farm. This shop will be used for storing and maintaining equipment, infrastructure, materials, and records usually associated with a Nursery/Truck Garden as permitted in the A-1 Zoning District.

We have included a preliminary plan for review and would be happy to discuss further.

Thank you for your time and consideration.

Sincerely,



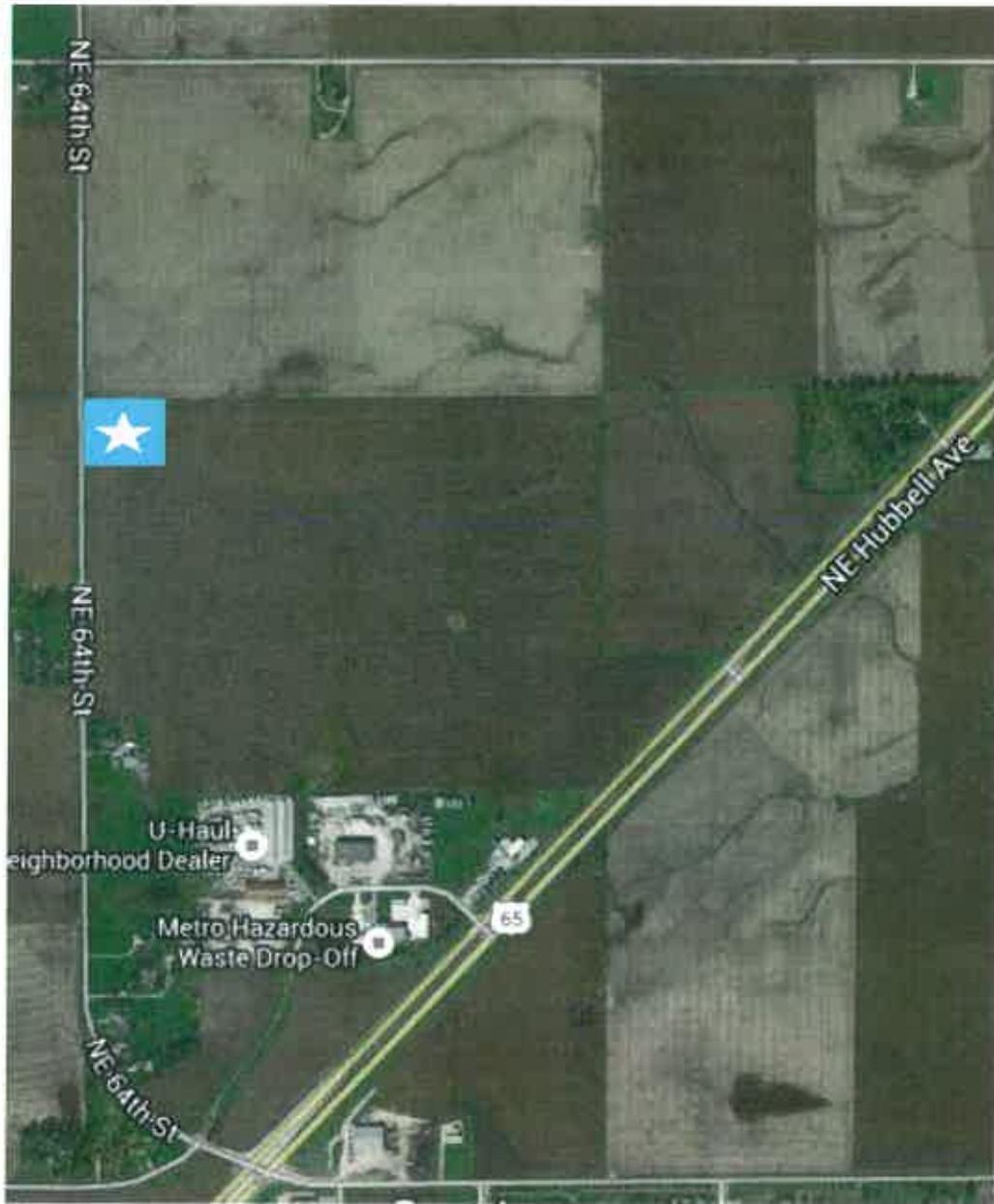
Brad & Michelle Cramblit



# Cramblit: proposed 5 acre plat

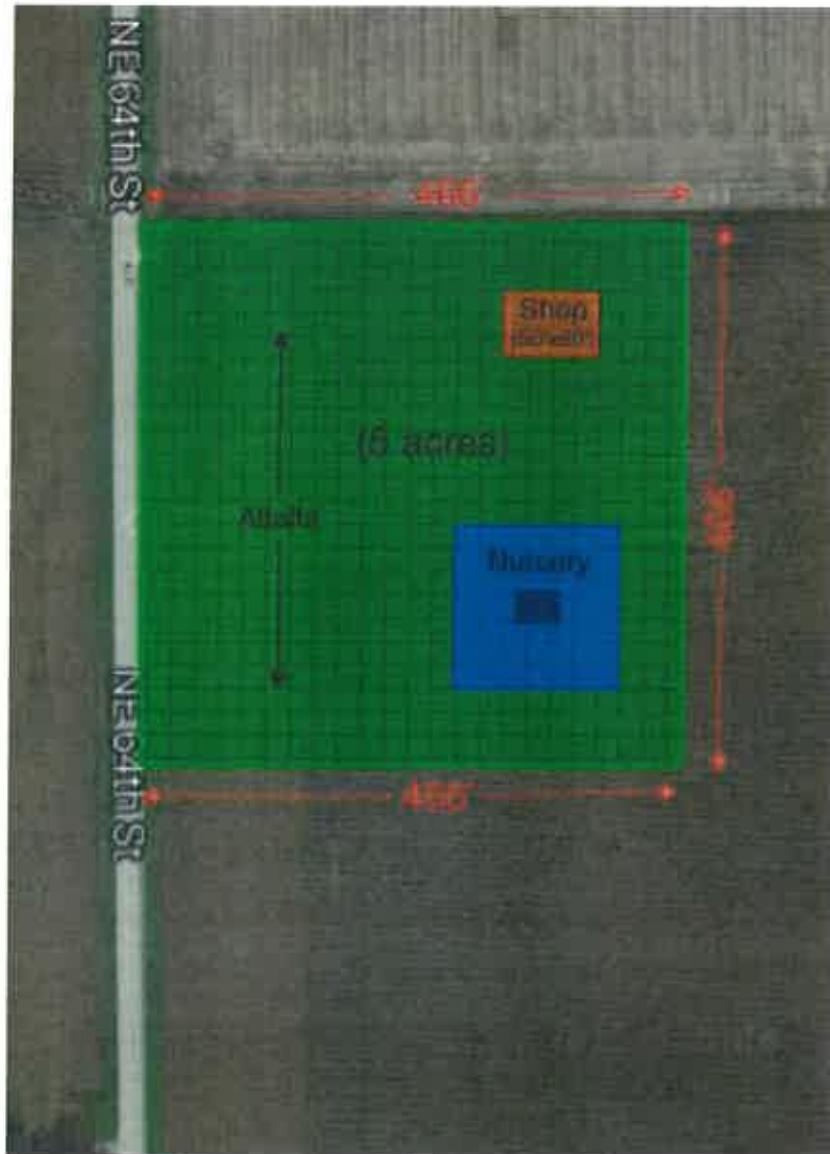
NE 64<sup>th</sup> St / SW Franklin St Bondurant

April 14, 2016



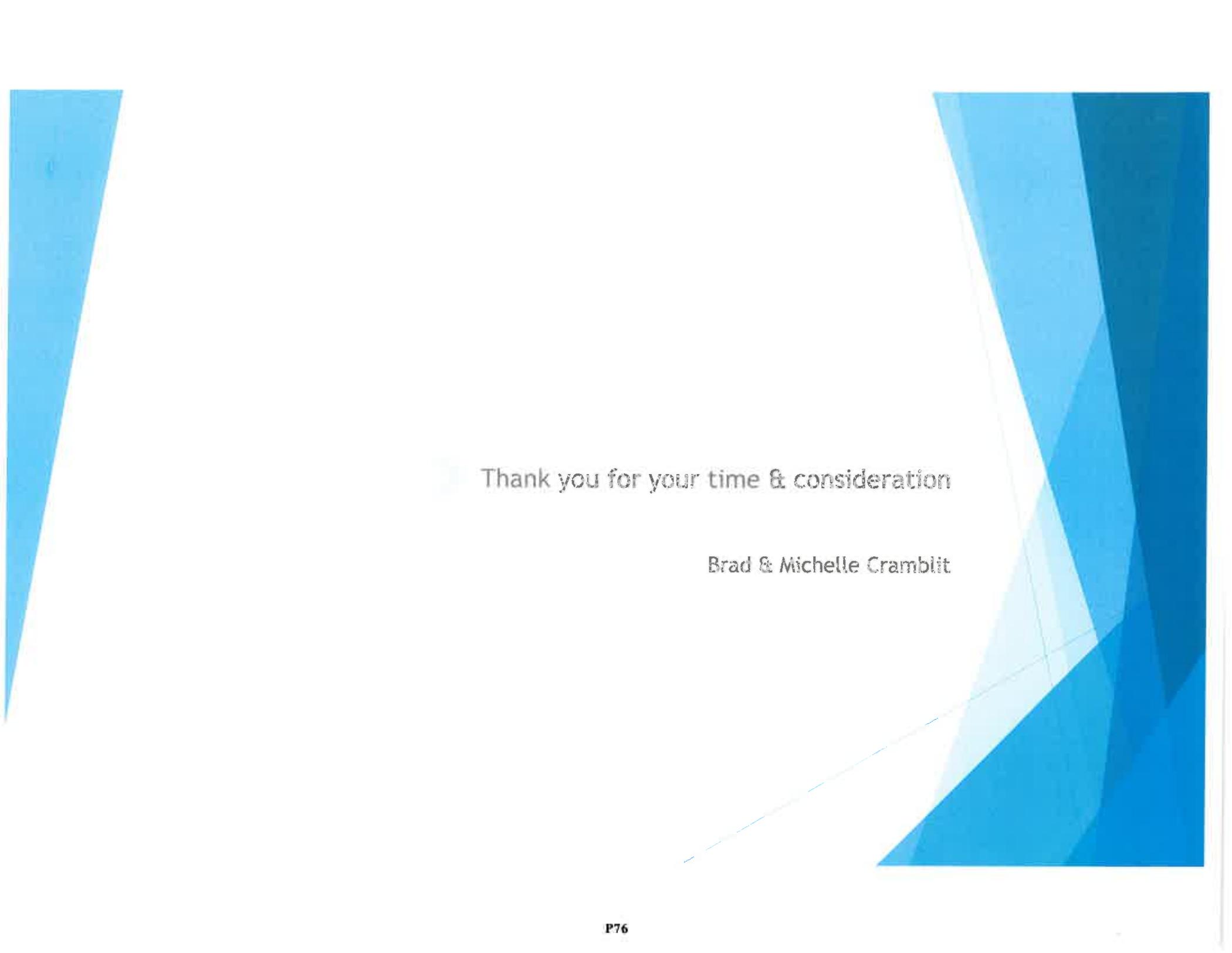
## ➤ Overall Aerial

- Location of 5 acre plat



## ➤ Proposed Lot Layout

- Shop Building 50' x 80'
- Nursery / Planters / Greenhouse
- Alfalfa Field



Thank you for your time & consideration

Brad & Michelle Cramblit

CITY OF BONDURANT  
RESOLUTION NO. 16-68

RESOLUTION APPROVING THE PLAT OF SURVEY FOR THE AGRICULTURAL NURSERY/TRUCK GARDEN  
ON FRANKLIN STREET, SOUTHWEST

WHEREAS, a preliminary plan was submitted by Brad & Michelle Cramblit; AND

WHEREAS, the property is located on Franklin Street, Southwest and is approximately five (5) acres of land; AND,

WHEREAS, this property is located in the South half (S1/2) of the Northwest quarter (NW1/4) in Section 1, Township 79 North, range 23 West of the 5th P.M., Polk County, Iowa, except legally established highways, more particularly described as follows:

Commencing at the Northwest corner of said S 1/2 of the NW 1/4; thence North 89°24'53" East on the North line of said S 1/2 of the NW 1/4, a distance of 33.00 feet to a point on the East right of way line of Franklin Street, being the point of beginning; thence continuing North 89°24'53" East on the North line of said S 1/2 of the NW 1/4, a distance of 466.70 feet; thence South 0°50'39" East, 466.70 feet; thence South 89°24'53" West, 466.70 feet to a point on the East right of way line of Franklin Street; thence North 0°50'39" West on the East right of way line of Franklin Street, a distance of 466.70 feet to the point of beginning containing 5.00 acres, more or less.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, the Plat of Survey for the Agricultural Nursery/Truck Garden, is hereby approved as presented.

Passed this 18th day of April, 2016,

By: \_\_\_\_\_  
Curt Sullivan, Mayor

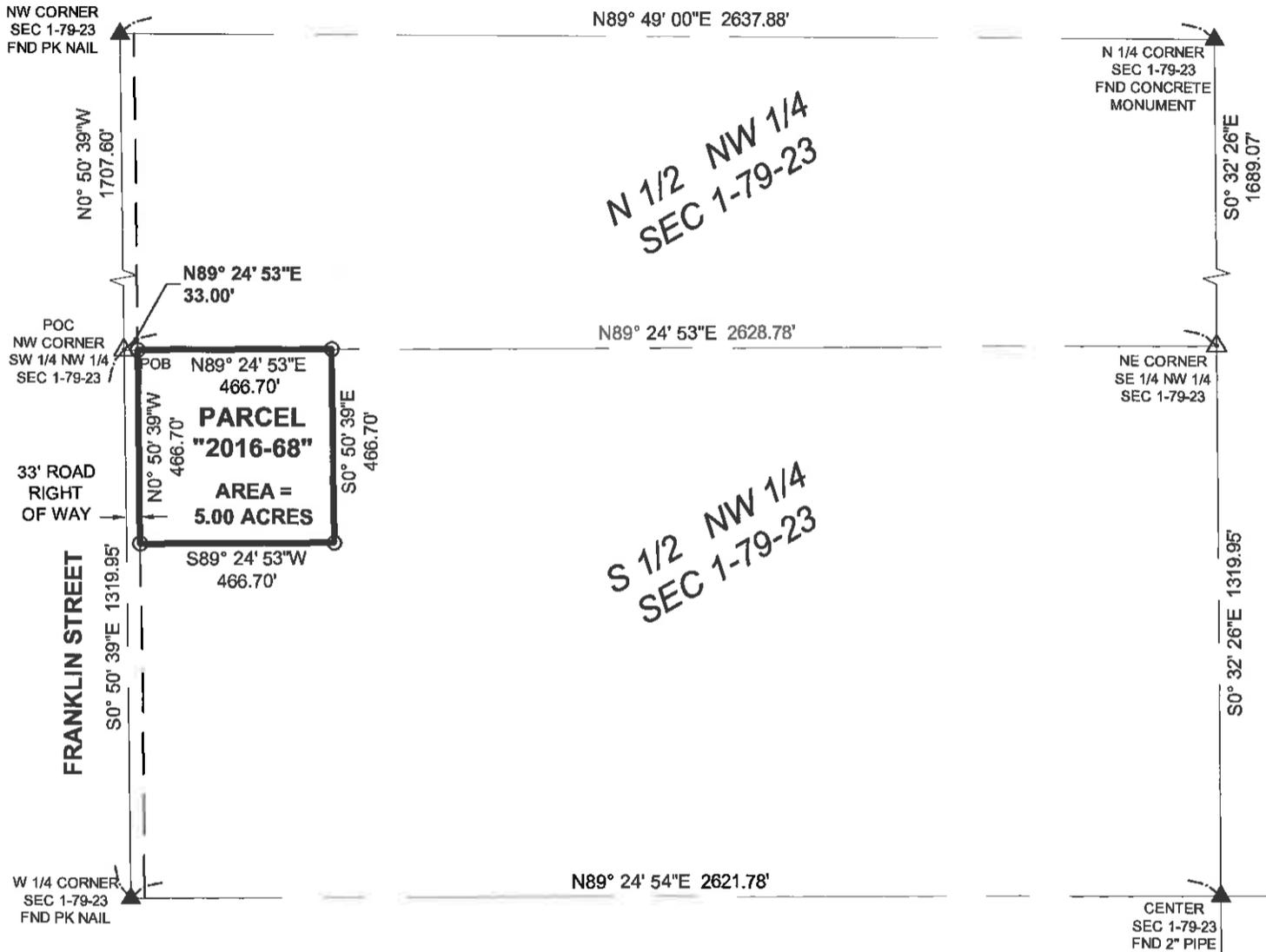
ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

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

\_\_\_\_\_  
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

## PLAT OF SURVEY OF PARCEL "2016-68" OF THE S 1/2, NW 1/4, SEC 1-79-23 BONDURANT, POLK COUNTY, IOWA

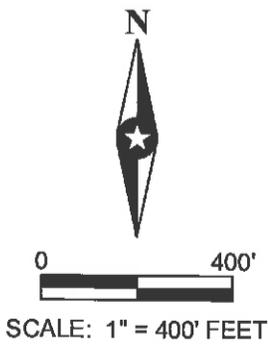


N 1/2 NW 1/4  
SEC 1-79-23

S 1/2 NW 1/4  
SEC 1-79-23

**OWNERS**  
GEORGE FAMILY 2009  
REVOKABLE TRUST

**ADDRESS**  
FRANKLIN STREET  
BONDURANT, IOWA



**LEGAL DESCRIPTION OF PARCEL "2016-68"**

PART OF THE SOUTH HALF (S 1/2) OF THE NORTHWEST QUARTER (NW 1/4) IN SECTION 1, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT LEGALLY ESTABLISHED HIGHWAYS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID S 1/2 OF THE NW 1/4; THENCE NORTH 89°24'53" EAST ON THE NORTH LINE OF SAID S 1/2 OF THE NW 1/4, A DISTANCE OF 33.00 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FRANKLIN STREET, BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°24'53" EAST ON THE NORTH LINE OF SAID S 1/2 OF THE NW 1/4, A DISTANCE OF 466.70 FEET; THENCE SOUTH 0°50'39" EAST, 466.70 FEET; THENCE SOUTH 89°24'53" WEST, 466.70 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF FRANKLIN STREET; THENCE NORTH 0°50'39" WEST ON THE EAST RIGHT OF WAY LINE OF FRANKLIN STREET, A DISTANCE OF 466.70 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS.

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

*Vincent E. Piagentini* 4/12/16  
SIGNATURE DATE

VINCENT E. PIAGENTINI

PRINTED OR TYPED NAME:  
IOWA LIC. NO. 15982  
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2016.

SHEETS 1 THROUGH 1  
PAGES COVERED BY THIS SEAL:



**ABACI CONSULTING, INC.**  
CIVIL ENGINEERING - LAND SURVEYING  
101 NE CIRCLE DRIVE, GRIMES, IOWA 50111  
PH: (515) 986-5048 FAX: (515) 986-0588

LEGEND OF SYMBOLS & ABBREVIATIONS	
PROPERTY CORNER	SECTION CORNER
*SET COR. ○	△
FOUND COR. ●	(R)
PLATTED (M)	(C)
MEASURED	
CALCULATED	
* ALL CORNERS SET W/ 1/2" DIA. I.B. W/ YW CAP #15982	
SECTION LINE	---
QTR/QTR LINE	- - - -
BOUNDARY LINE	=====
PROPERTY LINE	-----
RIGHT OF WAY (ROW)	-----
CENTER LINE OF ROAD	-----
PUBLIC UTILITY EASEMENT (PUE)	-----
GAS EASEMENT	-----

PROJECT NO:	16153
DRAWING FILE NO:	
DRAWN BY:	CTA
DESIGNED BY:	
REVIEWED BY:	VP
ISSUE DATE:	4/7/2016
FIELD WORK DATE:	4/5/2016

PLAT OF SURVEY FOR  
**ON POINT**  
BONDURANT, IOWA  
SHEET: 1 OF 1

ORDINANCE NO. 16-210

AN ORDINANCE REPEALING CHAPTER 124, "MOBILE FOOD VENDORS" (AND ITS SUBSECTIONS) OF THE BONDURANT CODE OF ORDINANCES WHICH SAID ORDINANCE WAS APPROVED BY CITY COUNCIL ON MARCH 21, 2016

WHEREAS, the City of Bondurant approved a new chapter 124 in its Code of Ordinances on March 21, 2016, relating to Mobile Food Vendors.

WHEREAS, prior to March 21, 2016, there already existed a chapter 124 in the Bondurant Code of Ordinances, "Regulating Activities During the Des Moines Register's Annual Great Bike Ride Across Iowa (RAGBRAI)", that became effective in 2011.

WHEREAS, it has now become apparent that the Food Mobile Vendor ordinance was erroneously numbered as Chapter 124, due to a scrivener's error and should therefore be repealed.

BE IT ORDAINED by the City Council of the City of Bondurant, Iowa:

**Section 1.** That the Municipal Code of the City of Bondurant, Iowa, 2016, is hereby amended by repealing Chapter 124 Food Mobile Vendor and all of its subsections.

**Section 2.** That Chapter 124 - Regulating Activities During the Des Moines Register's Annual Great Bike Ride Across Iowa (RAGBRAI), shall remain in full force and effect.

**Section 3. Repealer.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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

**Section 5. Effective Date.** This ordinance shall be in effect upon its final passage, approval and publication as provided by law.

Passed by the City Council of the City of Bondurant, Iowa, this 18th day of April 2016, and approved this 18th day of April 2016.

\_\_\_\_\_  
Curt Sullivan, Mayor

Attested:

\_\_\_\_\_  
Shelby Hagan, City Clerk

**ORDINANCE NO. 16-211**

**ORDINANCE AMENDING THE CODE OF ORDINANCES THE CITY OF BONDURANT, IOWA, 2002, BY  
ADDING A NEW CHAPTER 125–MOBILE FOOD VENDOR**

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

Section 1. CHAPTER ADDED. Chapter 125, of the Code of Ordinances for the City of Bondurant, Iowa, is added and adopted as follows:

**CHAPTER 125- MOBILE FOOD VENDORS**

**125.01 PURPOSE.** The purpose of this chapter is to make rules and restrictions for the governance of the operation of Mobile Food Vendors in the City of Bondurant.

**125.02 DEFINITIONS.** For use in this chapter the following terms are defined:

1. “Certified food protection manager” is a person who holds an active certified food protection manager certificate from a program approved by the National Conference for Food Protection.
2. “Food service establishment” shall have that same meaning established in § 481-30.2 of the Iowa Administrative Code.
3. “Mobile vendor” means a person engaged in the business of selling food or beverages from a mobile vendor vehicle.
4. “Mobile vendor vehicle” means a motorized vehicle or trailer used primarily for the sale of food or beverages other than prepackaged items that do not require hot or cold handling procedures, for immediate consumption.

**125.03 LICENSE REQUIRED**

- (1) Every mobile vendor shall, before offering for sale any food or beverages in the city, obtain a license for their sale from the city administrator as provided in this article.
- (2) A mobile vendor license authorizes the operation of a mobile vendor vehicle upon the public streets, subject to any geographical restrictions set out in said license and furthermore subject to the regulations set forth in this article.
- (3) A separate mobile vendor license shall be required for each mobile vending vehicle.

**125.04 APPLICATION FOR LICENSE**

(1) Every mobile vendor shall apply to the city administrator for a mobile vendor license at least seven business days prior to use by providing the following information upon a form to be provided by the city administrator, and paying the application fee pursuant to the following fee schedule:

- (a) For one day..... \$ 20.00
- (b) For one week.....\$30.00
- (c) For up to six (6) months..... \$50.00

(d) For one year or major part thereof ..\$ 100.00

(2) Every license applicant shall supply, at a minimum, the following information on said city license application form:

(a) The full name, age, permanent address and phone number of the applicant.

(b) The business name and address.

(c) A description of the motorized vehicle or trailer from which the sale will be conducted, including the license plate number, and the length of the motorized vehicle or the trailer and tow vehicle.

(d) A summary of the cuisine of food to be sold.

(e) The period of time the applicant has been engaged in the same or similar business, and the jurisdictions in which the applicant has previously conducted business in the last year.

(f) The application must be accompanied by a Division of Criminal Investigation criminal history report/record for applicant from the state of applicant's residence for the previous five (5) years to include pending charges; such report or record must be dated no more than 30 days prior to the application.

(g) The application must be accompanied by a copy of a retail sales tax permit issued to the applicant by the Iowa Department of Revenue.

(h) Furthermore, the application shall also contain the following:

i. A copy of the mobile food unit license issued by the Iowa Department of Inspections and Appeals for the mobile vendor vehicle.

ii. A copy of the appropriate food establishment license issued by the Iowa Department of Inspection and Appeals for any commissary kitchen or other premises where food is prepared for sale from the mobile vendor vehicle, and the name and contact information for the individual or business responsible for the operation of such kitchen or premises.

iii. The name of one or more certified food protection managers employed by the business and a copy of their current certification as a certified food protection manager.

iv. The addresses of the businesses or facilities at which any fat, oil or grease generated in the operation of the mobile vendor business are disposed of, including the contact information for the individual or business responsible for the operation of each such business or facility. Any change in the businesses or facilities used for the disposal of such fat, oil and grease shall be reported to the city administrator in writing by the mobile vendor within three business days of the first use of a the new business or facility.

(i) The location where the mobile vendor vehicle will be regularly parked when not in use.

(j) Evidence of liability insurance for operation of the mobile vendor vehicle, or the tow vehicle if the mobile vendor vehicle is a trailer, providing the coverages required by section 125.06 below.

(3) A mobile vendor shall notify the city administrator in writing of any change to the information provided pursuant to subsection 125(2)(a) above, within five business days of such change.

## **125.05 INSURANCE**

Every mobile vendor shall maintain liability insurance for operation of the mobile vendor vehicle, or the tow vehicle if the mobile vendor vehicle is a trailer, and provide proof of the following coverages in its application for a mobile vendor license and any time upon request by the city administrator:

- (1) An insurance policy or policies, or certificate of insurance, issued by an insurance company having an A.M. Best rating of no less than B+. The policy(ies) shall include commercial general liability insurance coverage and automobile liability insurance coverage, or the equivalent thereof, for the owner of the mobile vendor vehicle and tow vehicle if applicable, and for the mobile vendor business if different from the vehicle owner. The commercial general liability insurance shall include coverage for bodily injury, death and property damage with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate combined single limit. The automobile liability insurance shall include coverage for bodily injury, death and property damage with limits of liability of not less than \$1,000,000.00 per occurrence, combined single limit.
- (2) The certificate of insurance referred to in this section shall provide that the insurance policy or policies have been endorsed to provide 30 days advance written notice of cancellation, 45 days advance written notice of non-renewal, and ten days advance written notice of cancellation due to nonpayment of premium, and that these written notices shall be provided by e-mail, facsimile, delivery or regular mail to the city administrator.
- (3) The cancellation or other termination of any required insurance policy shall automatically revoke and terminate the mobile vendor license, unless another policy(ies), complying with this section, shall be provided and in effect at the time of such cancellation or termination. The city administrator shall immediately issue written notification of the revocation of the mobile vendor license.
- (4) The "mobile vendor" further agrees to add the City of Bondurant as an Additional Insured only with respect to liability for bodily injury, property damage, or personal and advertising injury caused, in whole or part, by their acts or omissions or the acts of those acting on their behalf in the performance of Vendor's ongoing operations; or in connection with the premises owned by or rented to Vendor.

## **125.06 CASH BONDS**

- (1) Except as provided in paragraph (c) below, no mobile vendor license shall be issued until the applicant has delivered to the city administrator a cash bond for no less than \$200.00. The bond shall be held to indemnify and pay the city any penalties or costs incurred in the enforcement of any of the sections of this article and indemnify or reimburse any purchaser of food or beverages for any judgment which may be obtained by a purchaser for damages in any action commenced within three months from the date of purchase, due to misrepresentations as to the kind, quality or value of such food or beverages, whether the misrepresentations were made by the owner or by his or her agents or employees, either at the time of making the sale or through any advertisement of any character, printed or circulated, with reference to such food or beverages.
- (2) A single bond may be used for all licenses obtained by the same mobile vendor.
- (3) The balance of the bond shall be released by the city administrator and returned to the applicant upon request by the applicant at any time more than four months after expiration of all mobile vendor licenses for which the cash bond was provided, unless the city administrator has received notice of a pending action in the state or federal courts seeking a judgment upon a

claim eligible for payment from the bond. Except as otherwise provided by court order, the city administrator shall not release any bond during the pendency of any such action.

### **125.07 LICENSE ISSUANCE**

- (1) A mobile vendor license shall be denied to any applicant who has operated a mobile vendor business in material violation of any of the requirements of this article or any other chapter of this Code within the prior 180 days.
- (2) The city administrator or the city administrator's designee shall, upon satisfaction that the information provided in an application for a mobile vendor license is true and correct and that the requirements of this article for issuance of the license have been satisfied, and upon payment of the cash bond required by section 125.207 issue the license.
- (3) The city administrator shall deny any application for the operation of a mobile vendor business that does not conform with all applicable requirements of this article, the City Code, the Iowa Code and the Iowa Administrative Code.
- (4) In the event an application for a mobile vendor license is denied, the city administrator or the city administrator's designee shall cause notice of such denial to be promptly communicated to the applicant or the applicant's representative by phone at the phone number provided in the application. Written notice shall also be sent to the applicant at the business address identified in the application informing the applicant of the denial, the reasons therefore, and the applicant's right to appeal the denial to an administrative hearing officer by filing a written notice of appeal with the city administrator within ten business days after the date of such notice.
- (5) If no appeal from the denial of a license is timely filed, or if the denial is not reversed upon final disposition of any appeal, the city administrator shall promptly refund the refundable portion of the application fee, as set in the schedule of fees adopted by the city council by resolution.
- (6) A mobile vendor license shall be effective for one calendar year, or the portion thereof remaining after issuance of the license.

### **125.08 APPEAL OF DENIAL**

The denial of an application for a mobile vendor license may be appealed pursuant to the administrative appeal process set forth in Chapter 122 of this Code.

### **125.09 TRANSFERABILITY OF LICENSE**

- (1) Mobile vendor licenses issued under this article are not transferable between individuals or businesses.
- (2) A mobile vendor may apply to transfer their mobile vendor license to another mobile vendor vehicle as follows:
  - (a) The mobile vendor shall file an amended application meeting the requirements of section 125.05 for the new mobile vendor vehicle and shall return the mobile vendor license previously issued for the original mobile vendor vehicle.
  - (b) The mobile vendor shall pay the transfer fee in the amount set forth in the schedule of fees adopted by the city council by resolution.
- (3) The city administrator or the city administrator's designee shall, upon satisfaction that the information provided in the amended application for a mobile vendor license is true and correct, and that the requirements of this article for issuance of the amended license have been satisfied, issue the new license.

## **125.10 SUSPENSION OR REVOCATION OF LICENSE**

- (1) Upon complaint or reasonable suspicion that a licensee or the licensee's employees or agents has furnished any false information required under this article or has violated or failed to comply with any of the requirements of this article or any other chapter of this Code, the city administrator or the city administrator's designee may cause the matter to be investigated. If the city administrator or the city administrator's designee finds that the licensee or the licensee's employees or agents has furnished any false information required under this article or has violated or failed to comply with any of the requirements of this article or any other chapter of this Code, the city administrator or the city administrator's designee may give notice to the licensee of the city's intent to suspend or revoke the license, or to deny its renewal.
- (2) Notice of the city's intent to suspend, revoke, or deny the renewal of a license and a brief summary of the factual basis for such remedial action shall be served upon the licensee. Such notice shall inform the licensee of the time, date and place of a meeting where the licensee may meet with the city administrator or the city administrator's designee for the purpose of presenting additional information regarding the intended remedial action and the factual basis therefore, and that a final decision on appropriate remedial action will be made after the scheduled time for such meeting. Such notice shall be served upon the licensee by personal service or by service upon a cashier for the business at a licensed premises, or by regular mail addressed to the licensee at the licensee's business address as shown on the application a minimum of five business days prior to the date set for the meeting.
- (3) If, after the scheduled meeting and after consideration of all the available information including any information provided at the meeting by the licensee, the city administrator or the city administrator's designee makes a finding based on substantial evidence that a violation of this article or another chapter of this Code did in fact take place as alleged, the city administrator or the city administrator's designee may suspend or revoke the license or deny its renewal; the determination of whether to so suspend or revoke the license or deny its renewal shall be in the discretion of the city administrator or the city administrator's designee and shall be dependent upon the circumstances surrounding the violation and its severity. The decision to suspend, revoke or deny renewal of a license shall be in writing and shall identify the basis for such action. The decision shall be promptly served in the same manner as required for the service of the notice required under subsection (b), and shall not be effective until ten days after so served. The decision shall also give notice that it may be appealed to an administrative hearing officer by filing a notice of appeal with the city administrator within ten business days of the date of the decision.
- (4) The decision of the city administrator or the city administrator's designee to suspend, revoke or deny renewal of a license pursuant to this section may be appealed pursuant to the administrative appeal process set forth in chapter 122 of this Code.
- (5) A licensee whose license has been revoked or denied for renewal shall not be eligible for another such license for a period of 180 days after such revocation or denial of renewal.

## **125.11 GENERAL REGULATIONS**

- (1) Hours of operation. Between 10:00 p.m. and 6:30 a.m., no mobile vendor vehicle shall be open for business, and no mobile vendor shall be parked in contravention to any applicable restrictions contained in their license.
- (2) Allowed locations.
  - (a) No mobile vendor shall conduct any sale from a mobile vendor vehicle which is not lawfully parked.

- (b) No mobile vendor shall conduct any sale from a parking space which is designated as a handicap parking space, or designated as restricted for residential permit parking only.
  - (c) No mobile vendor shall conduct any sale from a mobile vendor vehicle located within 100 feet of any public entrance into the waiting or service area of any street level restaurant then open for business.
  - (d) The mobile vendor shall strictly comply with any restriction(s) given by the City, in writing, as far as where the mobile vendor may operate his mobile vendor while conducting business via the mobile vendor unit.
  - (e) During the time that any part of a street is closed for an event for which a street use permit has been issued, and except as allowed within the event area by the party holding the street use permit, no mobile vendor shall conduct any sale within the affected blocks or within one block of the affected block(s). For purposes of this section:
    - i. A "block" is the entire right-of-way of a public street extending from the centerline of an intersecting street or the lateral centerline of any river bridge, to the centerline of the next intersecting street or the lateral centerline of any river bridge, whichever is closer; and,
    - ii. The "affected blocks" are any blocks containing any portion of the street closure for which the street use event has been issued.
- (3) Mobile vendor vehicle.
- (a) Any motorized vehicle used as a mobile vendor vehicle shall be no larger than 25 feet long, 10½ feet tall and eight and one-half feet wide. Any trailer used as a mobile vendor vehicle together with the tow vehicle shall be no larger than 35 feet long, 10½ feet tall and eight and one-half feet wide.
  - (b) Except for the storage and preparation of food and beverages at a separate kitchen or commissary kitchen, all storage and preparation of food and beverages offered for sale by a mobile vendor shall occur within a fully enclosed space within the mobile vendor vehicle.
  - (c) A trailer used as a mobile vendor vehicle must remain attached to the tow vehicle at all times while parked in any location where it is allowed by the terms of its license to do business.
- (4) Display of license. The license required by this article and a valid sales tax permit for such business shall be displayed within the mobile vendor vehicle a manner such that it is readily visible to all persons seeking to conduct business with the mobile vendor.
- (5) Sale of merchandise. No mobile vendor shall offer any merchandise or wares for sale other than food and beverages for immediate consumption.
- (6) Food safety. Any mobile vendor who offers food or beverages for sale, other than prepackaged items that do not require hot or cold handling procedures, shall be subject to the following additional requirements:
- (a) A valid mobile food unit license for the mobile vendor vehicle shall be displayed within the mobile vendor vehicle in a location that is readily visible to all customers.
  - (b) Any such mobile vendor who is not a certified food protection manager shall employ at least one certified food protection manager; shall maintain a copy of their certification(s) as a certified food protection manager in the mobile vending vehicle; and shall produce the

certification documents for inspection upon request by any police officer or community development department inspector.

- (c) No mobile vendor shall operate the business in a manner that violates any applicable food and sanitation laws.
- (7) Noise. No mobile vendor shall operate the business in a manner that violates the Noise Control Ordinance of the City of Bondurant set forth in Chapter 53 of this Code. No person shall offer for sale or sell anything from a mobile vending vehicle by shouting.
- (8) Use of street and sidewalk. No mobile vendor shall place any tables, chairs, furniture, equipment, signage or other material on the ground, streets or sidewalks. No mobile vendor shall place any food, materials or equipment on the ground or on tables, chairs, or shelves that are not incorporated into the mobile vending vehicle.
- (9) Trash receptacles. A mobile vendor shall provide one or more trash receptacles readily accessible to its customers either in or attached to the mobile vendor vehicle. All such trash receptacles and all accumulations of trash and litter shall be removed from the site by the mobile vendor before departing.
- (10) All sales from sidewalk side. No mobile food vendor shall conduct any sales from outside the mobile vendor vehicle. All sales activities and the transfer of food and beverages to the customer shall occur only on the sidewalk side of the mobile vendor vehicle. No mobile vendor shall sell to any person situated in a motor vehicle. However, nothing in this paragraph shall be interpreted to prohibit such reasonable accommodation as may be needed to serve a customer with a disability.
- (11) The City Administrator or City Council shall retain the discretion to waive any or none of the requirements required for Mobile Food Vendors under this Ordinance if said Mobile Food Vendor is affiliated with a Not for Profit Venture; except that Not for Profit Venture Mobile Food Vendor shall still be required to obtain a Mobile Food Vendor License as required under 125.03 above.
- (12) The City Administrator or City Council shall retain the discretion to waive any or none of the requirements required for Mobile Food Vendors under this Ordinance if said Mobile Food Vendor is affiliated or participating as a mobile food vendor as part of a City sponsored event or other public event operating in the City that has been approved and been granted permission by the City to hold such an event.
- (13) Grease disposal.
  - (a) All fat, oil and grease generated in the operation of a mobile vendor business shall be disposed of at the business or facility identified in the mobile vendor's application for a license. Any change in the businesses or facilities used for the disposal of such fat, oil and grease shall be reported to the city administrator in writing by the mobile vendor within three business days of the first use of a the new business or facility.
  - (b) All fat, oil and grease generated in the operation of a mobile vendor business shall be disposed of in compliance with the requirements of division 5, of chapter 100 regarding the discharge of fat, oil and grease by food service establishments.

#### **125.12 MUNICIPAL INFRACTIONS**

- (1) Any person who violates this article shall be guilty of a municipal infraction punishable pursuant to City Code section 1.14. Any person who violates a section of this article after having previously been found guilty of violating the same section of this article shall be guilty of a repeat offense.
- (2) Relief under this section shall be in addition to the remedies set forth above in section 125.10.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 4. EFFECTIVE DATE. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

PASSED AND APPROVED by the City Council this 18th day of April, 2016.

CITY OF BONDURANT, POLK COUNTY, IOWA

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CURT SULLIVAN, MAYOR

ATTEST:

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SHELBY HAGAN, CITY CLERK



↑  
99' ROW  
↑  
66' ROW  
↓  
53'  
100+  
ROW  
↓

**GRANT STREET R-O-W  
CITY OF BONDURANT, IOWA**

PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

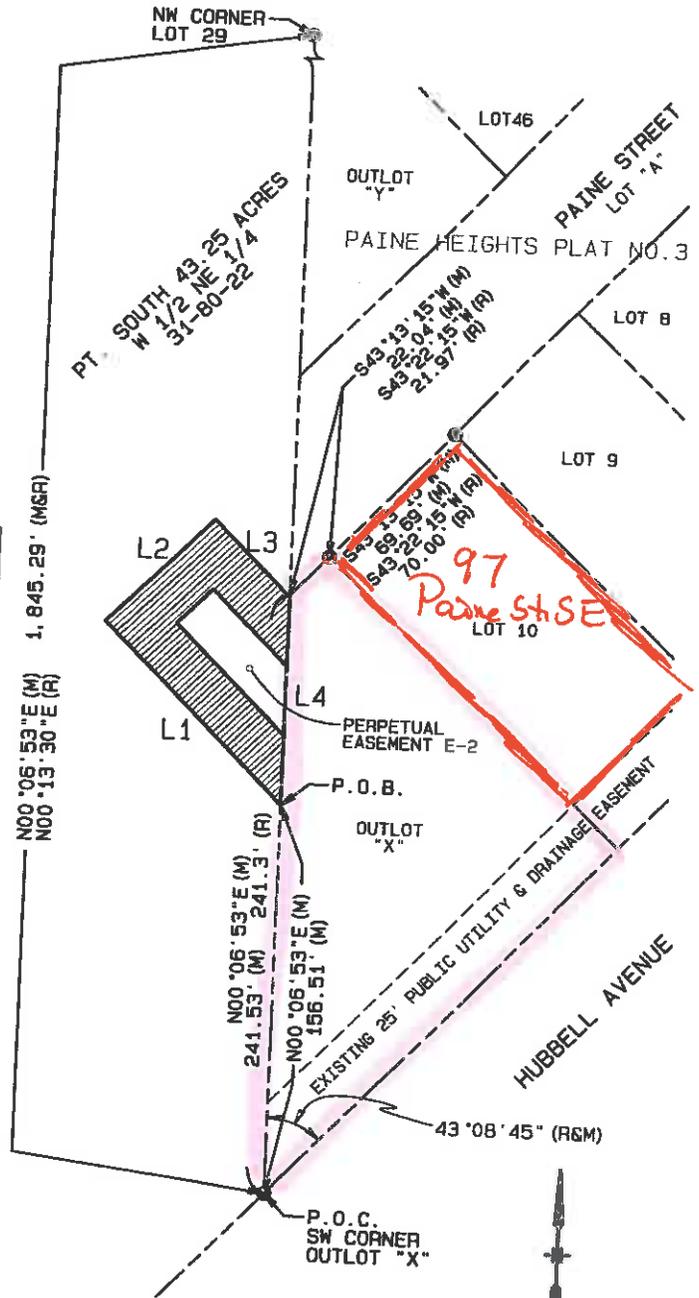
**OWNER:**  
PEOPLES TRUST &  
SAVINGS BANK  
**BOOK 14035 PAGE 245**  
**PARCEL ID:**  
231/00034-008-003

# EASEMENT DRAWING

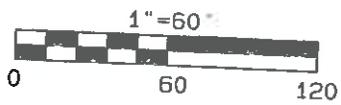
FOR TEMPORARY CONSTRUCTION EASEMENT  
FOR THE CITY OF BONDURANT, IOWA

**ADDRESS:**  
85 PAINE STREET SE  
BONDURANT, IA 50035

LINE	BEARING	DISTANCE
L1	N45°23'14"W	102.08'
L2	N44°36'46"E	60.00'
L3	S45°23'14"E	43.12'
L4	S00°06'53"W	84.12'



**LEGEND**  
● FOUND 1/2" IRON PIPE  
(R) RECORDED  
(M) MEASURED  
▨ TEMPORARY EASEMENT  
3,304 SQUARE FEET



GRID NORTH  
IOWA STATE PLANE  
COORDINATE SYSTEM  
SOUTH ZONE

SCALE	1"=60'		<b>TEMPORARY CONSTRUCTION EASEMENT IN PT. SOUTH 43.25 ACRES W 1/2 NE 1/4 31-80-22</b>	<b>DWG. NO.</b>
DRAWN	TJP			<b>E-2 2 OF 2</b>
CHECKED	BJM			
APPROVED	BJM			
DATE	03-21-16			
A.C.		<b>VEENSTRA &amp; KIMM, INC.</b>		PROJECT 42824

# Polk County Assessor

111 Court Avenue #195  
Des Moines, IA 50309-0904

(515) 286-3014 Fax (515) 286-3386  
polkweb@assess.co.polk.ia.us

Location					
Address	97 PAINE ST SE				
City	BONDURANT	Zip	50035	Jurisdiction	Bondurant
District/Parcel	231/00222-065-000	Geoparcel	8022-31-276-010	Status	Active
School	Bondurant Farrar	Nbhd/Pocket	BN01/D	TIF	Bondurant UR
Submarket	Northeast Des Moines	Appraiser	Joe Tursi 515-286-3151		

### Map and Current Photos - 1 Record

Click on parcel to get a new listing

Bigger Map  
Google Map Pictometry



### Historical Photos

### Ownership - 2 Records

Ownership	Num	Name	Recorded	Book/Page
Title Holder	1	COX, CHARLES K	1999-09-16	8322/566
Title Holder	2	COX, IDA R		

### Legal Description and Mailing Address

LOT 10 PAINE HEIGHTS PLAT 3	CHARLES K COX 97 PAINE ST SE BONDURANT, IA 50035
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### Current Values

Type	Class	Kind	Land	Bldg	Total
2015 Value	Residential	Full	\$29,500	\$106,600	\$136,100

### Market Adjusted Cost Report

### Auditor Adjustments to Value

Category	Name	Information
2015 Homestead Credit	COX, CHARLES K	Application #72600
2015 Military Exemption	COX, CHARLES K	Vietnam Application #61508

### Zoning - 1 Record