

Posting Date: July 29, 2016

**NOTICE OF A REGULAR MEETING  
BONDURANT CITY COUNCIL  
August 1, 2016**

**NOTICE IS HEREBY GIVEN** that a Regular Meeting of the City Council will be held at 6:00 p.m. on Monday, August 1, 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 July 18, 2016
  - b. Receive and File - Planning and Zoning Commission Minutes of July 14, 2016
  - c. Claims Report
  - d. Delinquent Account Listing & Utility Billing Bad Debt Listing
  - e. Tax Abatement Applications
7. Polk County Sheriff's Report
8. Guests requesting to address the City Council
9. **PRESENTATION** – Bob Veenstra, Grant Street Traffic Study
10. Discussion Item
  - a. Funding Grant Street Turn Lanes
11. **RESOLUTION NO. 16-133** - Resolution approving the Payton Ridge Preliminary Plat 2
12. **RESOLUTION NO. 16-134** - Resolution approving the R1 Bulk Regulations for Sankey Summit
13. **RESOLUTION NO. 16-135** - Resolution endorsing the Grant Application for the Public Winter Recreation Area
14. **RESOLUTION NO. 16-136** – Resolution authorizing and directing the City Administrator to Write-Off Certain Emergency Services Medical Service Accounts as Non-collectible due to Medicaid, Medicare or too small to collect
15. **RESOLUTION NO. 16-137** – Resolution approving the Agreement between the City of Bondurant and RW Excavating & Dozing for the Gay Lea Wilson Paving Project
16. Discussion Items –
  - a. BRSC Operations
  - b. Warren County Open Meeting Law Judicial Decision
  - c. City Message Board Sign
  - d. Central Iowa Regional Drinking Water Commission

**17. CLOSED SESSION**

- a. Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition
- b. Pursuant to Iowa Code 21.5.1(c) to discuss potential litigation

**18. Reports / Comments and appropriate action thereon:**

- a. Mayor
- b. City Administrator
- c. Council Members
- d. City Attorney

**19. Adjournment**

**City Council Meetings:**

- Regular Meeting, August 15, 2016
- Special Meeting, August 22, 2016
- Regular Meeting, September 6, 2016 (Tuesday)
- Regular Meeting, September 19, 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  
July 18, 2016 6:00 P.M.  
Bondurant City Center

1. Roll Call

Present: Mayor Curt Sullivan, Council Member Jennifer Keeler, Council Member Bob Peffer, Council Member Doug Elrod

Absent: Council Member Brian Lohse, Council Member Wes Enos

City Officials

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

2. Call to Order and Declaring a Quorum

Mayor Curt Sullivan called the meeting to order at 6:02 p.m. and declared a quorum.

3. Pledge of Allegiance

4. Abstentions declared - None.

5. Perfecting and Approval of the Agenda

Motion made by Peffer, seconded by Elrod, to approve the agenda. Vote on Motion 3-0. 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 July 5, 2016
- b. Receive and File - Planning and Zoning Commission Minutes of June 23, 2016
- c. Receive and File - Library Board Meeting Minutes of June 1, 2016 & Librarian Report
- d. Receive and File - Parks and Recreation Board Minutes of June 16, 2016
- e. Claims Report & City of Bondurant June 2016 Financial Statement (emailed 07/12/16)
- f. Tax Abatement Applications
- g. Special Events Applications

Motion by Keeler, seconded by Elrod, to approve the Consent Agenda. Vote on Motion 3-0. Motion declared carried unanimously.

7. Polk County Sheriff's Report - Chief Tim Krum reported 111 calls over the last month. Chief Krum also updated the Council on the recent fraud cases reported in Bondurant. He encourages residents to make a report if they were affected to help investigators with the case.

8. Guests requesting to address the City Council - Bryan Pinnick, 3409 Hawthorn Drive, Southwest, addressed Council regarding an invoice he would like reimbursed. Pinnick experienced sewer backup. City Administrator Arentsen will seek more information from the Public Works Staff regarding this issue.

9. **PRESENTATION** - Iowa Interactive, Michelle O'Reilly

Michelle O'Reilly presented to Council the features Iowa Interactive could provide to the City. This includes: payment processing, online registration, permit applications, etc. The portal would be custom tailored and users would encounter minimum fees.

10. **RESOLUTION NO. 16-127** - Resolution approving the Class B Beer (BB) (Includes Wine Coolers) and Outdoor Service application for Reclaimed Rails, 101 Main Street, Southeast

Moved by Pepper, seconded by Keeler, to approve RESOLUTION NO. 16-127. Roll Call: Ayes: Pepper, Keeler, Elrod. Nays: None. Absent: Lohse, Enos. Motion Carried 3-0.

11. **RESOLUTION NO. 16-119** - Resolution approving the CBRE Commission Agreement

Moved by Pepper, seconded by Keeler, to approve RESOLUTION NO. 16-119. Roll Call: Ayes: Pepper, Keeler, Elrod. Nays: None. Absent: Lohse, Enos. Motion Carried 3-0.

12. **RESOLUTION NO. 16-128** - Resolution approving a \$100 donation to Friends of Chichaqua Valley Trail to contribute towards the University of Iowa Marketing Study

Moved by Elrod, seconded by Keeler, to approve RESOLUTION NO. 16-128. Roll Call: Ayes: Pepper, Keeler, Elrod. Nays: None. Absent: Lohse, Enos. Motion Carried 3-0.

13. **RESOLUTION NO. 16-129** - Resolution approving the Transfer of \$280,000 from the Sewer Checking into the Sewer Development Construction Fund for the Wolf Creek Sewer Extension

Moved by Pepper, seconded by Elrod, to approve RESOLUTION NO. 16-129. Roll Call: Ayes: Pepper, Keeler, Elrod. Nays: None. Absent: Lohse, Enos. Motion Carried 3-0.

14. **RESOLUTION NO. 16-130** - Resolution approving the Appointments of Primary and Alternate Contacts to Represent Member with the Iowa Communities Assurance Pool (ICAP)

Moved by Keeler, seconded by Pepper, to approve RESOLUTION NO. 16-130. Roll Call: Ayes: Pepper, Keeler, Elrod. Nays: None. Absent: Lohse, Enos. Motion Carried 3-0.

15. **RESOLUTION NO. 16-131** - Resolution approving the Street Closing Application for Founders Irish Pub for a Live Music Event on August 5, 2016

Moved by Pepper, seconded by Elrod, to approve RESOLUTION NO. 16-131. Roll Call: Ayes: Pepper, Keeler, Elrod. Nays: None. Absent: Lohse, Enos. Motion Carried 3-0.

16. **RESOLUTION NO. 16-132** - Resolution approving the appointment of Dennis Lyman to the Parks and Recreation Board

Moved by Keeler, seconded by Elrod, to approve RESOLUTION NO. 16-132. Roll Call: Ayes: Pepper, Keeler, Elrod. Nays: None. Absent: Lohse, Enos. Motion Carried 3-0.

19. Discussion Items -

- a. Bulk Regulations - The Planning and Zoning Commission recommended seven foot setbacks for the eleven R1 lots in Sankey Summit's Plat 1. Council agreed. City Administrator Arentsen will contact City Attorney David Brick to discuss the next step in this process. Council and Planning and Zoning will schedule a joint work session to discuss changing the bulk regulation requirements. Developers, builders, realtors, etc. will be invited. A resolution will be on the next Planning & Zoning Agenda.
- b. Street Closing Application - The Council supported the changes reflecting the Noise Ordinance and ending times of the updated application.

20. Reports / Comments and appropriate action thereon:

- a. Mayor - Meeting with Little League representatives on Wednesday, asked Council Members to submit their paperwork for the City Administrator evaluation, the recent fraud case could

be used as an opportunity to educate the community, letter from Congressman Young regarding Trees Forever

- b. City Administrator – Lake Petocka Restrooms should be done by the end of the month, bids for the Gay Lea Wilson Trail extension down Grant Street, South are due tomorrow, attended the City Managers Conference last week, informed Council about the upcoming process for the City Administrator vacancy next year, Blue Jay Landing Plat 2, Jazz in July recap.

- c. Council Members

Keeler – Meet the Teacher Night is the same night as the work session, suggests pushing the work session back to 7:00 p.m., Sidewalk Chalk Contest and Jazz in July was a success.

Elrod – Two Planning and Zoning Commission Members terms are expiring at the end of this year.

Peffer – No EPRD meeting this month, attended the EPRD golf outing, attended the Parks and Recreation meeting to discuss the Encroachment Policy, invited Parks and Recreation Board to the work session on August 22, 2016, Tree Board update.

#### 21. Adjournment

Moved by Peffer, seconded by Lohse, to adjourn the meeting at 7:49 p.m. Vote on Motion 3-0. Motion declared carried unanimously.

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

ATTEST:

\_\_\_\_\_  
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 July 18, 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.

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

**CITY OF BONDURANT  
PLANNING AND ZONING COMMISSION  
July 14, 2016  
MINUTES**

**1. Call to Order**

Commission Chair Dave Higgins called the meeting to order at 6:01 p.m.

**2. Roll Call**

Roll call was taken and a quorum was declared.

Present: Commission Chair Dave Higgins, Commission Member Brian Clayton, Commission Member Jeff Kromrie, Commission Member Roy McCleary, Commission Member Laura Wood

Absent: Commission Member Karen Hudson, Commission Member Tamara Russell

City Officials

Present: City Council Member Doug Elrod, City Clerk Shelby Hagan

**3. Perfecting and Approval of the Agenda**

Moved by Wood, seconded by McCleary, to approve the agenda. Vote on Motion 5-0. Motion declared carried unanimously.

**4. Approval of the Commission Minutes**

Moved by McCleary, seconded by Clayton, to approve June 23, 2016 Commission Minutes. Vote on Motion 5-0. Motion declared carried unanimously.

**5. Guests requesting to address the Commission - None.**

**6. Discussion Items -**

- a. R1 and R2 Zoning Setback Requirements** – After discussion with the developer, the Commission recommends a seven foot setback for the eleven R1 lots in the Sankey Summit Subdivision. The Commission suggests having a joint work session with Council regarding bulk regulations for future development.

Moved by McCleary, seconded by Wood, recommending seven foot setbacks for the eleven R1 lots in Sankey Summit Plat 1 to the Bondurant City Council. Roll Call: Yays: Kromrie, Higgins, Wood, Clayton, McCleary. Nays: None. Absent: Hudson, Russell. Motion Carried 5-0.

**7. Reports and Comments**

**a. Commission Member Comments**

Commission Member Kromrie – None.

Commission Member McCleary – Reported High School students’ negative comments on Gateway Park.

Commission Member Wood – Questioned Concrete Technologies updated timeline.

Commission Member Clayton–The City needs to do what’s best for our community; may be time to slow the growth; inquired about the Stop Sign on Lincoln Street.

b. Commission Chair Comments – Noted the two members whose terms are expiring at the end of the calendar year; asked if a member decides not to renew, please notify the City as soon as possible to ensure sufficient time to look for a replacement.

c. City Administrator Comments – Absent.

**8. Adjournment**

Moved by McCleary, seconded by Clayton, to adjourn the meeting at 7:07 p.m. Vote on Motion 5-0. Motion declared carried unanimously.

Commission Chair, David Higgins	City Clerk, Shelby Hagan

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1			LEGACY BANK				
49545	7/29/2016	3129	MARGARET L CHRISTIAN	559.76			
49546	7/29/2016	5103	PATRICK COLLISON	1686.94			
49547	7/29/2016	4139	TABITHA M SCOTT	214.18			
				-----			
				2460.88			
			ACH TRANSACTIONS				
150801	7/29/2016	8402	MARK J ARENTSEN	2294.99			
150901	7/29/2016	7104	BOYCE E BAILEY	1082.32			
151001	7/29/2016	3134	ALEXANDREA C BREHM	128.06			
151101	7/29/2016	4130	RONALD J BROWN	705.62			
151201	7/29/2016	3118	JENNIFER CAMPBELL	1041.00			
151301	7/29/2016	5113	LORI DUNHAM	1451.73			
151401	7/29/2016	7101	KENNETH E GROVE	1271.67			
151501	7/29/2016	5118	SHELBY HAGAN	1142.49			
151601	7/29/2016	7105	DAVID HIGGINS	1061.59			
151701	7/29/2016	4135	JOSH D JONES	634.27			
151801	7/29/2016	3135	MICHELL M KLINKER-FELD	510.21			
151901	7/29/2016	1441	AARON M KREUDER	1743.14			
152001	7/29/2016	7106	JASON L MCGRANN	1074.65			
152101	7/29/2016	1504	REBECCA L MORRIS	377.30			
152201	7/29/2016	3130	MARILYN M O'BRIEN	1065.01			
152301	7/29/2016	5119	MISTY L RICHARDSON-KUGLER	200.00			
152302	7/29/2016	5119	MISTY L RICHARDSON-KUGLER	5.00			
152303	7/29/2016	5119	MISTY L RICHARDSON-KUGLER	815.30			
152401	7/29/2016	5122	MOLLY E RUPERT	961.80			
152501	7/29/2016	3128	JILL C SANDERS	1379.18			
152601	7/29/2016	1478	PATRICIA E SMITH	202.20			
152701	7/29/2016	5121	NICOLE M VAN HOUTEN	1012.18			
				-----			
				20159.71			
			BANK TOTAL	22620.59			
			REPORT TOTAL	22620.59			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
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A-32016	1	8/02/16	8/02/16	LEGACY BANK 1715 A KING'S THRONE KYBOS	106.00	001 001-440-6415	1
				INVOICE TOTAL	106.00		
A-32232	1	8/02/16	8/02/16	MOVE KYBO	15.00	001 001-430-6415	1
				INVOICE TOTAL	15.00		
				VENDOR TOTAL	121.00		
19055275	1	8/02/16	8/02/16	1473 ACCESS SYSTEMS LEASING COPIER	572.05	001 001-410-6499	1
	2			SERVER, THIN CLIENT SUPPO	382.00	001 001-410-6725	1
				INVOICE TOTAL	954.05		
				VENDOR TOTAL	954.05		
INV425983	1	8/02/16	8/02/16	1516 ACCESS SYSTEMS IT SUPPORT	440.00	001 001-410-6419	1
				INVOICE TOTAL	440.00		
INV438416	1	8/02/16	8/02/16	IT SUPPORT-REASSIGN STAT	82.50	001 001-410-6419	1
				INVOICE TOTAL	82.50		
INV438998	1	8/02/16	8/02/16	RECEIPT PRINTER	625.00	167 167-410-6506	1
				INVOICE TOTAL	625.00		
INV442004	1	8/02/16	8/02/16	IT SUPPORT-NETWORK UNAVA	275.00	001 001-410-6419	1
				INVOICE TOTAL	275.00		
INV445405	1	8/02/16	8/02/16	BAR CODE READER	139.89	001 001-410-6504	1
				INVOICE TOTAL	139.89		
				VENDOR TOTAL	1,562.39		
4319643	1	8/02/16	8/02/16	1230 ACME ELECTRIC COMPANIES BIT SET-RESTROOM INSTALL	69.17	335 335-430-6797	1
				INVOICE TOTAL	69.17		
				VENDOR TOTAL	69.17		
050/130627	1	8/02/16	8/02/16	11 ALTOONA FIRE DEPT AMBULANCE DOS 7/7/16	250.00	001 001-160-6413	1
				INVOICE TOTAL	250.00		
716/13075	1	8/02/16	8/02/16	AMBULANCE ADMIN	600.00	001 001-160-6413	1
				INVOICE TOTAL	600.00		
91b/130635	1	8/02/16	8/02/16	AMBULANCE DOS 7/14/16	250.00	001 001-160-6413	1
				INVOICE TOTAL	250.00		
07122016	1	8/02/16	8/02/16	MEDICAL SUPPLIES	3,327.87	001 001-160-6507	2
				INVOICE TOTAL	3,327.87		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
VENDOR TOTAL					4,427.87			
368495	1	8/02/16	8/02/16	20 ALTOONA ACE HARDWARE BLADES-PETOCKA RESTROOM	41.98	335	335-430-6797	1
				INVOICE TOTAL	41.98			
368623	1	8/02/16	8/02/16	CAN AIR	6.99	001	001-621-6506	1
				INVOICE TOTAL	6.99			
368752	1	8/02/16	8/02/16	GLOVES	9.98	610	610-816-6507	1
				INVOICE TOTAL	9.98			
369048	1	8/02/16	8/02/16	CEMENT-RESTROOM SEWER VE	6.48	335	335-430-6797	1
				INVOICE TOTAL	6.48			
VENDOR TOTAL					65.43			
1341830	1	8/02/16	8/02/16	828 AMERICAN CONCRETE PETOCKA LIFT ST INSTALLA	231.75	610	610-816-6767	1
				INVOICE TOTAL	231.75			
1341846	1	8/02/16	8/02/16	PETOCKA LIFT ST INSTALLA	355.50	610	610-816-6767	1
				INVOICE TOTAL	355.50			
VENDOR TOTAL					587.25			
7927	1	8/02/16	8/02/16	37 ARDICK EQUIPMENT COMPANY STREET SIGNS	214.00	110	110-210-6509	1
				INVOICE TOTAL	214.00			
VENDOR TOTAL					214.00			
07152016	1	8/02/16	8/02/16	1056 MARK ARENTSEN REIMB CONFERENCE MILEAGE	72.36	001	001-621-6240	1
	2			REIMB CONFERENCE MILEAGE	72.36	600	600-812-6240	1
	3			REIMB CONFERENCE MILEAGE	72.36	610	610-817-6240	1
				INVOICE TOTAL	217.08			
08012016	1	8/02/16	8/02/16	MILEAGE ALLOW AUG 2016	165.00	001	001-621-6240	1
	2			MILEAGE ALLOW AUG 2016	165.00	600	600-812-6240	1
	3			MILEAGE ALLOW AUG 2016	170.00	610	610-817-6240	1
				INVOICE TOTAL	500.00			
VENDOR TOTAL					717.08			
102328259	1	8/02/16	8/02/16	48 BAKER & TAYLOR MEMORIAL BOOKS 5172016	2.00	001	001-410-6502	1
				INVOICE TOTAL	2.00			
2032056092	1	8/02/16	8/02/16	BOOKS-86	1,080.27	001	001-410-6502	1
				INVOICE TOTAL	1,080.27			
2032059571	1	8/02/16	8/02/16	BOOKS-19	187.61	001	001-410-6502	1
				INVOICE TOTAL	187.61			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
2032085464	1	8/02/16	8/02/16	BOOKS-16	229.01	001		001-410-6502	1
				INVOICE TOTAL	229.01				
2032113322	1	8/02/16	8/02/16	BOOKS-12	147.61	001		001-410-6502	1
				INVOICE TOTAL	147.61				
2032123569	1	8/02/16	8/02/16	BOOKS-8	118.48	001		001-410-6502	1
				INVOICE TOTAL	118.48				
2809965	1	8/02/16	8/02/16	CREDIT MOST MAGNIF THING	9.49-	001		001-410-6502	1
				INVOICE TOTAL	9.49-				
2809966	1	8/02/16	8/02/16	CREDIT-ECHO, DINNER MADE	40.89-	001		001-410-6502	1
				INVOICE TOTAL	40.89-				
2812301	1	8/02/16	8/02/16	CREDIT-ATONEMENT	9.59-	001		001-410-6502	1
				INVOICE TOTAL	9.59-				
2812629	1	8/02/16	8/02/16	CREDIT-NATL PARKS OF AME	16.79-	001		001-410-6502	1
				INVOICE TOTAL	16.79-				
				VENDOR TOTAL	1,688.22				
159-246036	1	8/02/16	8/02/16	1949 BARNHART CRANE-PETOCKA RESTROOM P	5,800.00	335		335-430-6797	1
				INVOICE TOTAL	5,800.00				
				VENDOR TOTAL	5,800.00				
82205523	1	8/02/16	8/02/16	1537 BOUND TREE MEDICAL LLC SUPPLIES	929.49	001		001-160-6507	1
				INVOICE TOTAL	929.49				
82210099	1	8/02/16	8/02/16	SUPPLIES	383.97	001		001-160-6507	1
				INVOICE TOTAL	383.97				
				VENDOR TOTAL	1,313.46				
07272016	1	8/02/16	8/02/16	1611 BRAVO GREATER DES MOINES 28E ANNUAL CONTRIBUTION	1,500.00	001		001-621-6413	1
				INVOICE TOTAL	1,500.00				
				VENDOR TOTAL	1,500.00				
419121	1	8/02/16	8/02/16	84 CARPENTER UNIFORM & PROMOTION UNIFORM-D WILLIAMS	37.49	001		001-150-6181	1
	2			UNIFORM-D WILLIAMS	37.48	001		001-160-6181	1
				INVOICE TOTAL	74.97				
419453	1	8/02/16	8/02/16	SHIRT-WILLIAMS	26.99	001		001-150-6181	1
	2			SHIRT-WILLIAMS	26.99	001		001-160-6181	1
				INVOICE TOTAL	53.98				
				VENDOR TOTAL	128.95				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
07152016	1	8/02/16	8/02/16	1139 CENTRAL IOWA STRIPING GRANT S-TILE REPLCMT	150.00	741	741-865-6350	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	150.00			
9670082716	1	8/02/16	8/02/16	1515 CENTURYLINK SERVICES	68.99	610	610-816-6373	1
				INVOICE TOTAL	68.99			
9672418716	1	8/02/16	8/02/16	SERVICES	310.26	001	001-650-6373	1
				INVOICE TOTAL	310.26			
9672668716	1	8/02/16	8/02/16	SERVICES	65.01	001	001-410-6373	1
	2			SERVICES	164.94	001	001-410-6419	1
				INVOICE TOTAL	229.95			
9674790716	1	8/02/16	8/02/16	SERVICES	238.35	001	001-410-6373	1
				INVOICE TOTAL	238.35			
9674902716	1	8/02/16	8/02/16	SERVICES	107.26	001	001-150-6373	1
	2			SERVICES	107.26	001	001-160-6373	1
				INVOICE TOTAL	214.52			
9675778716	1	8/02/16	8/02/16	SERVICES	82.98	110	110-210-6373	1
				INVOICE TOTAL	82.98			
				VENDOR TOTAL	1,145.05			
762461507	1	8/02/16	8/02/16	1228 CINTAS CORPORATION #762 LAUNDRY 7/12/16	28.38	001	001-650-6409	1
	2			LAUNDRY 7/12/16	30.07	110	110-210-6499	1
	3			LAUNDRY 7/12/16	13.87	001	001-150-6499	1
				INVOICE TOTAL	72.32			
762464161	1	8/02/16	8/02/16	LAUNDRY 7/26/16	28.38	001	001-650-6409	1
	2			LAUNDRY 7/26/16	30.07	110	110-210-6499	1
	3			LAUNDRY 7/26/16	13.87	001	001-150-6499	1
				INVOICE TOTAL	72.32			
				VENDOR TOTAL	144.64			
2012	1	8/02/16	8/02/16	1354 DOUBLE T EMBROIDERY MAROON POLOS	955.00	001	001-150-6181	1
	2			MAROON POLOS	955.00	001	001-160-6181	1
				INVOICE TOTAL	1,910.00			
				VENDOR TOTAL	1,910.00			
1653	1	8/02/16	8/02/16	150 EASTERN POLK REGIONAL DEVELOP DUES	13,510.00	001	001-520-6210	1
				INVOICE TOTAL	13,510.00			
				VENDOR TOTAL	13,510.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
4726565-00	1	8/02/16	8/02/16	156 ELECTRICAL ENGINEERING & EQUIP POST LIGHT BULBS	88.00	001	001-650-6320	1
				INVOICE TOTAL	88.00			
				VENDOR TOTAL	88.00			
0154 716	1	8/02/16	8/02/16	1069 FIRST NATIONAL BANK OMAHA IA LEAGUE OF CITIES-MUNI INSTITUTE-HAGAN	375.00	001	001-621-6230	1
	2			KINGS PT HOTEL-IACMA CON	262.12	001	001-621-6240	1
	3			AMAZON-BOOKS,DVDS	955.70	001	001-410-6502	1
				INVOICE TOTAL	1,592.82			
				VENDOR TOTAL	1,592.82			
9361	1	8/02/16	8/02/16	1573 IOWA PUMP WORKS INSTALL LIFT ST PUMPS-PE	307.50	610	610-816-6767	1
				INVOICE TOTAL	307.50			
				VENDOR TOTAL	307.50			
INV61895	1	8/02/16	8/02/16	210 IMWCA WORK COMP PREM 16-17 #3	6,559.00	112	112-621-6160	1
				INVOICE TOTAL	6,559.00			
				VENDOR TOTAL	6,559.00			
1158634	1	8/02/16	8/02/16	1950 IOWA OSHA OSHA FINE-LOW FUME PAINT	75.00	001	001-410-6580	1
	2			OSHA FINE-LOW FUME PAINT	75.00	001	001-621-6580	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	150.00			
17568	1	8/02/16	8/02/16	1951 KLINE ELECTRIC INC CAMERA SYSTEM	2,819.00	001	001-150-6799	1
	2			CAMERA SYSTEM	2,819.00	001	001-160-6799	1
				INVOICE TOTAL	5,638.00			
				VENDOR TOTAL	5,638.00			
18190402	1	8/02/16	8/02/16	277 MARTIN MARIETTA MATERIALS ROCK	243.36	600	600-811-6375	1
				INVOICE TOTAL	243.36			
				VENDOR TOTAL	243.36			
241 716	1	8/02/16	8/02/16	40 MEDIACOM INTERNET	115.90	001	001-621-6373	1
				INVOICE TOTAL	115.90			
				VENDOR TOTAL	115.90			

612 METRO CHEMICAL LLC

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
612 METRO CHEMICAL LLC								
567	1	8/02/16	8/02/16	KNOCK OUT WEED KILLER	4,906.00	610	610-816-6320	1
				INVOICE TOTAL	4,906.00			
1704 MID-IOWA SERVICE CO INC								
09865	1	8/02/16	8/02/16	REPAIR AIR CONDITIONING-	96.00	110	110-210-6310	1
				INVOICE TOTAL	96.00			
				VENDOR TOTAL	96.00			
291 MIDAMERICAN ENERGY								
18021 816	1	8/02/16	8/02/16	SERVICES	50.24	001	001-210-6371	1
	2			SERVICES	503.35	110	110-210-6371	1
	3			SERVICES	370.40	610	610-816-6371	1
	4			SERVICES	403.38	001	001-150-6371	1
	5			SERVICES	403.35	001	001-160-6371	1
	6			SERVICES	633.57	001	001-430-6371	1
	7			SERVICES	525.00	001	001-410-6371	1
	8			SERVICES	398.78	001	001-650-6371	1
	9			SERVICES	4,041.33	110	110-210-6372	1
	10			SERVICES	256.15	001	001-440-6371	1
	11			SERVICES	10.00	741	741-865-6371	1
				INVOICE TOTAL	7,595.55			
				VENDOR TOTAL	7,595.55			
1153 JILL MOLAND								
07312016	1	8/02/16	8/02/16	CLEANING	400.00	001	001-650-6499	1
				INVOICE TOTAL	400.00			
				VENDOR TOTAL	400.00			
308 MUNICIPAL SUPPLY								
629026-IN	1	8/02/16	8/02/16	PLUMBING PARTS-RESTROOM HOOKUP	64.80	335	335-430-6797	1
				INVOICE TOTAL	64.80			
629170-IN	1	8/02/16	8/02/16	PLUMBING PARTS-RESTROOM HOOKUP	36.30	335	335-430-6797	1
				INVOICE TOTAL	36.30			
629171-IN	1	8/02/16	8/02/16	1" METER-GREENLAND HOMES	243.80	600	600-811-6727	1
				INVOICE TOTAL	243.80			
				VENDOR TOTAL	344.90			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
70007476	1	8/02/16	8/02/16	286 METRO WASTE AUTHORITY RESIDENTIAL GARBAGE SRVC	14,991.76	670		670-840-6499	1
				INVOICE TOTAL	14,991.76				
70007483	1	8/02/16	8/02/16	CURB-IT FEE	4,517.58	670		670-840-6435	1
				INVOICE TOTAL	4,517.58				
				VENDOR TOTAL	19,509.34				
17-202036	1	8/02/16	8/02/16	1858 OVERDRIVE INC BRIDGES E-BOOK SUBSCRIP	589.40	001		001-410-6503	1
				INVOICE TOTAL	589.40				
				VENDOR TOTAL	589.40				
07262016	1	8/02/16	8/02/16	1134 PETTY CASH POSTAGE	83.66	001		001-410-6508	1
				INVOICE TOTAL	83.66				
				VENDOR TOTAL	83.66				
2749	1	8/02/16	8/02/16	342 POLK COUNTY WATERSHED COORDINATOR IA WATERSHED MGMT AUTHOR	1,900.00	741		741-865-6413	1
				INVOICE TOTAL	1,900.00				
				VENDOR TOTAL	1,900.00				
6599	1	8/02/16	8/02/16	337 POLK COUNTY TREASURER ANIMAL CONTROL JUNE 2016	432.50	001		001-190-6413	1
				INVOICE TOTAL	432.50				
				VENDOR TOTAL	432.50				
73628060	1	8/02/16	8/02/16	348 PRAXAIR CYLINDER RENTAL	41.57	001		001-160-6507	1
				INVOICE TOTAL	41.57				
				VENDOR TOTAL	41.57				
H15082 816	1	8/02/16	8/02/16	982 PRINCIPAL LIFE AUG 2016 LIFE INS	74.83	112		112-621-6150	1
	2			AUG 2016 LIFE INS	43.07	112		112-210-6150	1
	3			AUG 2016 LIFE INS	21.37	600		600-811-6150	1
	4			AUG 2016 LIFE INS	21.37	610		610-816-6150	1
	5			AUG 2016 LIFE INS	8.59	741		741-865-6150	1
	6			AUG 2016 LIFE INS	51.77	112		112-430-6150	1
	7			AUG 2016 LIFE INS	64.44	112		112-410-6150	1
	8			AUG 2016 LIFE INS	12.19	112		112-170-6150	1
	9			AUG 2016 LIFE INS	10.69	112		112-440-6150	1
	10			AUG 2016 LIFE INS	9.54	112		112-150-6150	1
	11			AUG 2016 LIFE INS	9.54	112		112-160-6150	1
				INVOICE TOTAL	327.40				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				VENDOR TOTAL	327.40		
				619 RACOM CORPORATION			
RI-161206	1	8/02/16	8/02/16	EDACS ACCESS	470.00	001 001-150-6373	1
	2			EDACS ACCESS	470.00	001 001-160-6373	1
				INVOICE TOTAL	940.00		
				VENDOR TOTAL	940.00		
				1520 RAINBOW			
13222	1	8/02/16	8/02/16	BACKBOARD-2	1,235.98	001 001-430-6320	1
				INVOICE TOTAL	1,235.98		
				VENDOR TOTAL	1,235.98		
				1404 RJ MARTIN EXCAVATING & TRUCK			
1565	1	8/02/16	8/02/16	HAUL ROCK	152.54	600 600-811-6375	1
				INVOICE TOTAL	152.54		
				VENDOR TOTAL	152.54		
				1312 SIMPLEXGRINNELL			
78764318	1	8/02/16	8/02/16	FIRE ALARM MONITORING-LI	533.98	001 001-410-6499	1
				INVOICE TOTAL	533.98		
				VENDOR TOTAL	533.98		
				1106 SPRAYER SPECIALTIES, INC.			
0972951-IN	1	8/02/16	8/02/16	ELBOW	2.66	610 610-816-6507	1
				INVOICE TOTAL	2.66		
				VENDOR TOTAL	2.66		
				646 STATE LIBRARY OF IOWA			
17-201041	1	8/02/16	8/02/16	EBSCOHOST DATABASE SUBSC	218.00	001 001-410-6503	1
				INVOICE TOTAL	218.00		
				VENDOR TOTAL	218.00		
				17-201604			
17-201604	1	8/02/16	8/02/16	BRIDGES E-BOOK SUBSCRIP	58.00	001 001-410-6503	2
				INVOICE TOTAL	58.00		
				VENDOR TOTAL	276.00		
				1534 STRATUS BUILDNG SOLUTIONS IOWA			
14776	1	8/02/16	8/02/16	CLEANING	443.39	001 001-410-6499	1
				INVOICE TOTAL	443.39		
				VENDOR TOTAL	443.39		
				1014 STRAUSS LOCK COMPANY			
965146-000	1	8/02/16	8/02/16	KEYS-PADLOCK	21.00	610 610-816-6507	1
				INVOICE TOTAL	21.00		
				VENDOR TOTAL	21.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
07152016	1	8/02/16	8/02/16	1637 TAXPAYERS ASSOC CENTRAL IOWA LOCAL GOVT COLLABORATION	900.00	001	001-621-6210	1
				INVOICE TOTAL	900.00			
				VENDOR TOTAL	900.00			
6211004366	1	8/02/16	8/02/16	387 TREASURER - STATE OF IOWA SALES TAX JULY 2016	244.00	741	741-050-2140	1
	2			SALES TAX JULY 2016	389.00	610	610-050-2140	1
	3			SALES TAX JULY 2016	4,289.00	600	600-050-2140	1
				INVOICE TOTAL	4,922.00			
				VENDOR TOTAL	4,922.00			
0700008318	1	8/02/16	8/02/16	770 UNITED HEALTHCARE-RIVER VALLEY AUG 2016 HEALTH INS	2,935.74	112	112-621-6150	1
	2			AUG 2016 HEALTH INS	1,448.06	0124	001-050-2124	1
	3			AUG 2016 HEALTH INS	441.83	1024	110-050-2124	1
	4			AUG 2016 HEALTH INS	182.89	6024	600-050-2124	1
	5			AUG 2016 HEALTH INS	182.88	6124	610-050-2124	1
	6			AUG 2016 HEALTH INS	135.00	7424	741-050-2124	1
	7			AUG 2016 HEALTH INS	1,044.62	112	112-430-6150	1
	8			AUG 2016 HEALTH INS	2,536.49	112	112-410-6150	1
	9			AUG 2016 HEALTH INS	1,975.96	112	112-210-6150	1
	10			AUG 2016 HEALTH INS	970.88	600	600-811-6150	1
	11			AUG 2016 HEALTH INS	970.88	610	610-816-6150	1
	12			AUG 2016 HEALTH INS	480.64	741	741-865-6150	1
	13			AUG 2016 HEALTH INS	187.01	112	112-170-6150	1
	14			AUG 2016 HEALTH INS	175.45	112	112-440-6150	1
	15			AUG 2016 HEALTH INS	449.41	112	112-150-6150	1
	16			AUG 2016 HEALTH INS	449.42	112	112-160-6150	1
				INVOICE TOTAL	14,567.16			
				VENDOR TOTAL	14,567.16			
357289	1	8/02/16	8/02/16	1622 VAN WALL EQUIPMENT INC SRVC TRACTOR;INSTALL ARM	2,000.00	110	110-210-6350	1
	2			INSTALL MAIN DRIVESHAFT; SRVC TRACTOR;INSTALL ARM	1,194.02	610	610-816-6350	1
				INSTALL MAIN DRIVESHAFT;				
				INVOICE TOTAL	3,194.02			
				VENDOR TOTAL	3,194.02			
42811 25	1	8/02/16	8/02/16	1161 VEENSTRA & KIMM, INC. JUNE 2016 BUILDING INSPE	14,678.46	001	001-170-6490	1
				INVOICE TOTAL	14,678.46			
42823 8	1	8/02/16	8/02/16	MUD CREEK TRAIL ALIGNMEN	2,428.00	337	337-210-6407	1
				INVOICE TOTAL	2,428.00			
42825 5	1	8/02/16	8/02/16	ENGINEERING-DIST30 TILE	58.00	741	741-865-6407	1
				INVOICE TOTAL	58.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
42830	2	1	8/02/16	8/02/16 GRANT ST TRAFFIC STUDY	4,510.50	110	110-210-6407	1
				INVOICE TOTAL	4,510.50			
4285-047	1	1	8/02/16	8/02/16 DRAINAGE EVALUATION-2ND BARNES	910.31	741	741-865-6407	1
				INVOICE TOTAL	910.31			
4285-048	1	1	8/02/16	8/02/16 BLUEJAY LANDING PLAT2	58.00	001	001-540-6407	1
				INVOICE TOTAL	58.00			
4285-22	12	1	8/02/16	8/02/16 MAPPING	73.00	600	600-812-6407	1
		2		MAPPING	73.00	610	610-816-6407	1
		3		MAPPING	73.00	741	741-865-6407	1
				INVOICE TOTAL	219.00			
				VENDOR TOTAL	22,862.27			
38866	1	1	8/02/16	8/02/16 433 WILLIAMSONS REPAIR OIL CHANGE-61134	29.26	600	600-811-6332	1
		2		OIL CHANGE-61134	29.25	610	610-816-6332	1
				INVOICE TOTAL	58.51			
				VENDOR TOTAL	58.51			
10817	1	1	8/02/16	8/02/16 957 CITY OF DES MOINES WRA EXPENSE	41,305.00	610	610-817-6413	1
				INVOICE TOTAL	41,305.00			
				VENDOR TOTAL	41,305.00			
				LEGACY BANK TOTAL	182,203.47			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	182,203.47			
				GRAND TOTALS	182,203.47			

ACCOUNT NO ALPHA ID	DEPOSIT DATE	PEN TIMES	DEPOSIT AMOUNT	INTEREST AMOUNT	TOTAL AMOUNT	DEPOSIT REFUND CODE
1105001 WATTS JOYCE	2/08/12		79.25	.00	79.25	Check
1200007 OMUNDSON TODD	4/12/16	1	43.64	.00	43.64	Check
2350014 ANTHOFER KALIE	7/14/15	4	56.34	.00	56.34	Check
2350015 MELLODY BRUCE	7/07/16		79.25	.00	79.25	Check
2374602 SIMPSON JEAN	11/24/04	1	79.25	.00	79.25	Check
2379903 BRUGIONI RUSTY & ANGELA	9/15/14	1	3.74	.00	3.74	Check
2385503 DANIELS HEATHER	6/13/12	3	45.25	.00	45.25	Check
2651001 SCHREYER TYLER & CHRISTY	4/15/13		59.97	.00	59.97	Check
2768001 FRIEST JUSTIN	4/14/10		61.66	.00	61.66	Check
4400005 ELLIOTT ANGELA	1/07/15	7	37.08	.00	37.08	Check
4595001 ANDERSON JULIE	8/09/02	15	76.02	.00	76.02	Check
5191004 ROWLAND REAL ESTATE	5/31/16		79.25	.00	79.25	Check
5194005 ROLAND REAL ESTATE	1/07/16		77.96	.00	77.96	Check
5335012 MONACO MATT/GODWIN L	9/02/14	3	71.49	.00	71.49	Check
5555008 SAWYER GERALD	7/07/16		74.73	.00	74.73	Check
6115006 NICHOLSON JENNIFER	6/16/16		76.67	.00	76.67	Check
6165006 TENCKINCK REBEC	12/30/10	18	79.25	.00	79.25	Check
6210004 PRUESSNER ROB	10/21/05		1.93	.00	1.93	Check
6594614 BLANCHARD MARK	1/11/16	2	63.87	.00	63.87	Check
6598310 DALESKE AARON	10/13/15		28.75	.00	28.75	Check
7322004 T2 HOLDINGS LLC	5/09/14	3	74.08	.00	74.08	Check
9026001 UHLENHOPP KELLY	7/31/09		151.04	.00	151.04	Check
9334009 BROWN CHANDRA	7/10/13	5	40.22	.00	40.22	Check
10111501 SCHAA ANDREA	6/10/10	18	43.64	.00	43.64	Check
10134503 MATTOON KRISTOPHER	1/29/14		74.08	.00	74.08	Check
10189501 MCCOY GARY A	11/01/05	1	77.31	.00	77.31	Check
10203504 WOLF CREEK PLAN, LLC	6/09/16		143.69	.00	143.69	Check
10208000 CHATEAU HOMES LLC	5/02/16		168.90	.00	168.90	check
11048002 NEWTON KIMBERLY	8/03/12	44	16.28	.00	16.28	Check
11066001 CLAYPOOL NYLE	9/15/12	1	136.53	.00	136.53	Check
14006605 OLSON SHERI	4/15/15	1	76.67	.00	76.67	Check
14006906 TOMLINSON JESSE	2/15/15	9	33.07	.00	33.07	Check
REPORT TOTAL			2210.86	.00	2210.86	
WATER			2210.86	.00	2210.86	

**CITY OF BONDURANT  
INTERIM WARRANT LIST  
August 1, 2016**

DATE	VENDOR - REFERENCE	ACCOUNT CODE	TOTALS
07/29/16	IRS USA tax payment - Federal/FICA		8,707.23
07/29/16	Postmaster - Utility bill mailing	600-812-6508	129.51
		610-817-6508	129.51
		670-840-6508	129.51
		741-865-6508	129.51
			<u>518.04</u>
07/29/16	Modular Connections LLC - Concrete restroom - final	335-430-6797	8,590.00
		Total	17,815.27

GRAND TOTALS-A/P	182,203.47
UTILITY DEPOSIT REFUNDS	2,210.86
INTERIM WARRANT LIST	<u>17,815.27</u>
TOTAL	<u><u>\$202,229.60</u></u>

BAD DEBT JULY 2016

ACCOUNT NO	TOTAL		
1165120	21.99	14000901	216.22
1260004	82.98	14003506	115.57
1310000	116.28	14003806	60.8
2220004	181.35	14004203	82.22
2220008	342.04	14004301	241.79
2379001	43.14	14004302	112.46
2813001	255.94	14004703	92.03
2906101	211.74	14006203	259.35
3005000	54.76		
3065001	44.65		
3080006	248.96	TOTAL	6610.23
3275006	70.72		
3340011	218.67		
4550008	130.28		
5120003	94.61		
5193001	160.06		
5205003	104.05		
5565006	194.42		
5710000	448.09		
5820006	78.72		
6285016	226.64		
6593311	411.72		
6593411	42.59		
6595017	104		
6595022	13.11		
6596109	87.28		
6596609	18.17		
6597606	186.35		
6598208	77.85		
6598812	17.44		
6599305	48.15		
6599314	36.81		
6605501	57.48		
7310002	121.22		
7320000	128.48		
7550001	25.51		
8493002	73.71		
9056002	102.59		
9442001	88.81		
9446009	28.44		
9448005	35.94		
10143001	158.16		
14000405	75.13		
14000703	120.52		
14000803	40.24		

Water & Sewer Utilities

July 2016 Delinquent

ACCOUNT NO	DELINQUENT AMOUNT
5315005F	103.84
6690003	110.8
6725800F	41.3
10108001F	64.65
14006906	43.6
Total	364.19

Water + Sewer Utilities

**Tax Abatement Applications  
August 1, 2016  
City of Bondurant**

Name	Address	Completion Date	Cost
Erik B. Garnass	214 Aspen Drive, Northeast	July 28, 2016	\$299,900.00
Luke Bogaards	214 Tailfeather Drive, Northeast	July 29, 2016	\$262,000.00
Arlyn D. & Connie L. DeKoter	217 3 <sup>rd</sup> Street, Northwest	July 29, 2016	\$256,000.00



RECEIVED

JUL 25 2016

VEENSTRA & KIMM, INC.

3900 Westbury Parkway • West Des Moines, Iowa 50320

515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (VATS)

CITY OF BONDURANT

July 20, 2016

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

BONDURANT, IOWA  
GRANT STREET N TRAFFIC IMPACT STUDY  
LEFT TURN LANES ALTERNATIVES  
PRELIMINARY COST ESTIMATES

Enclosed are copies of two drawings showing concepts for left turn lanes on Grant Street N in the area of the new school drive and street connection to the Sankey Summit subdivision. Concept 1 is a more extensive left turn system. Concept 2 is a scaled back version of the left turns.

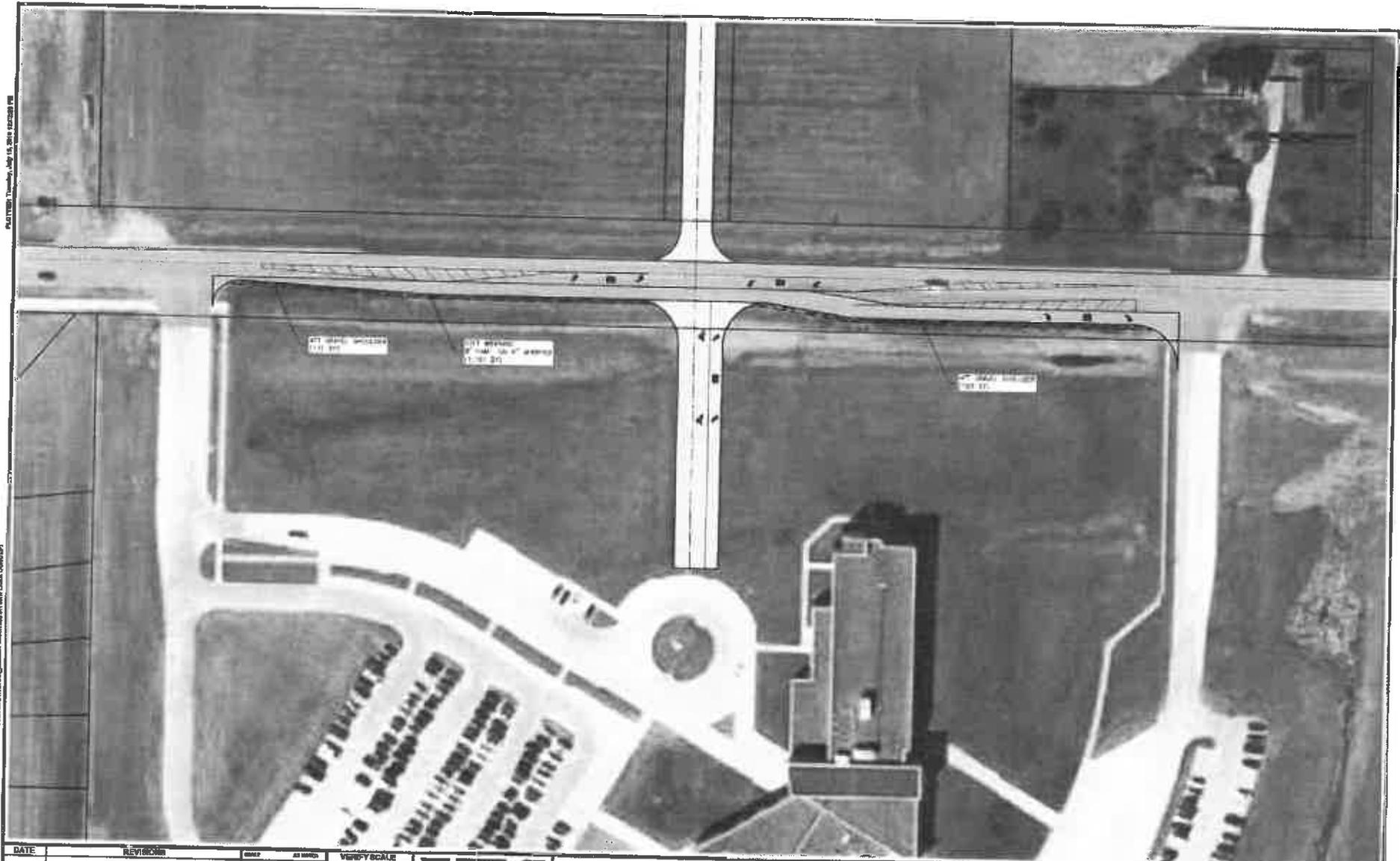
Enclosed is a copy of a cost estimate prepared by Leland Belding of Veenstra & Kimm, Inc. The cost estimate for the more extensive Concept 1 left turn lane is approximately \$150,000. The cost estimate for the less extensive Concept 2 left turn lane on Grant Street N is approximately \$100,000.

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

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVjr:pjh  
42830  
Enclosure



X:\2014\1401\1401001\1401001.dwg  
 FILE PATH: Z:\2014\1401\1401001\1401001.dwg  
 PROJECT: 1401001  
 DATE: 11/11/14  
 TIME: 10:00:00 AM  
 USER: J. KIMM  
 PLOTTER: HP DesignJet T1100PS

DATE	REVISION	BY	APP'D

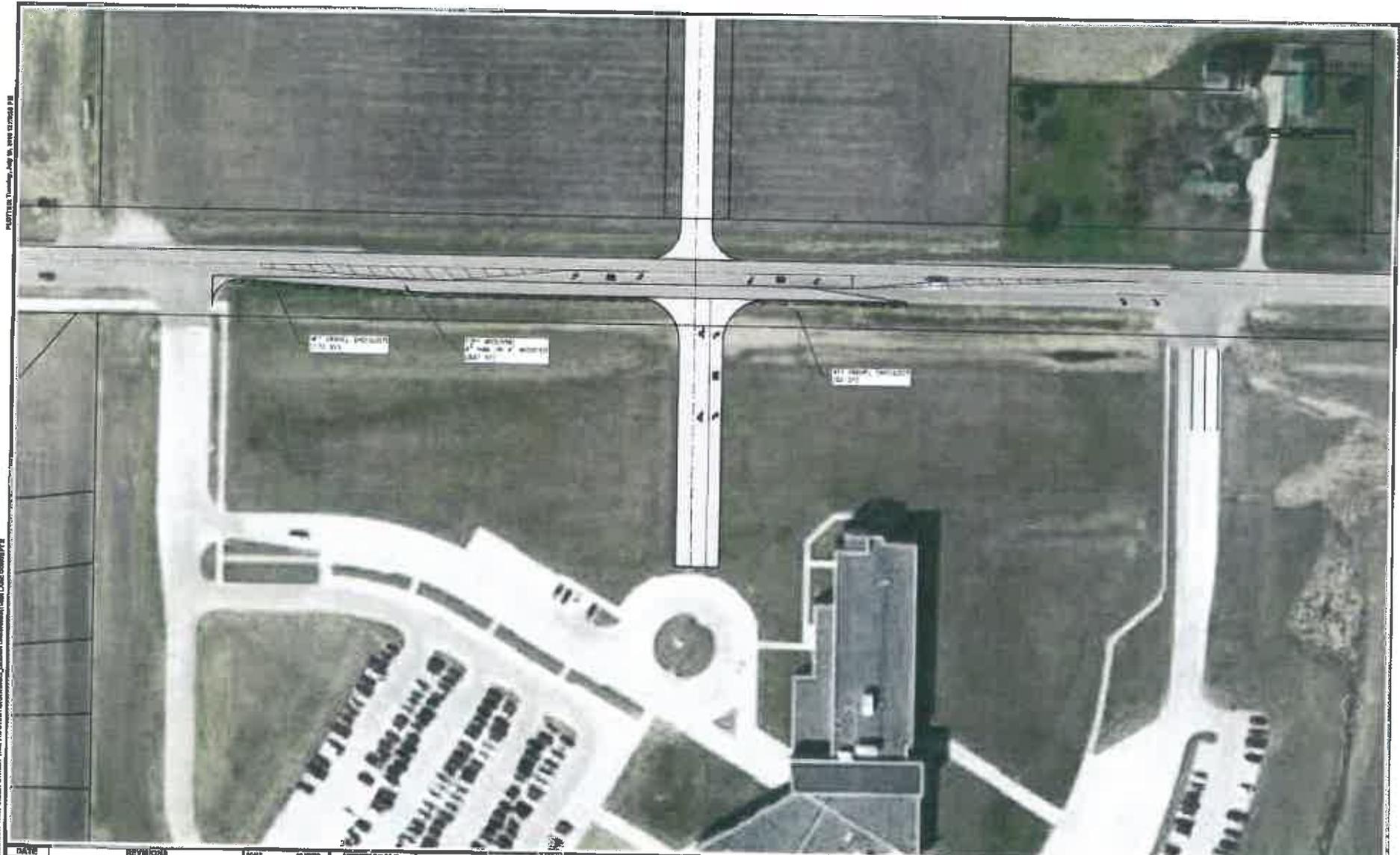
**VERIFY SCALE**  
 THIS IS THE BEST OF  
 ORIGINAL RECORDS  
 & DRAWINGS  
 IF ANY ONE PART OF  
 THIS DRAWING  
 DOES NOT ACCORD  
 WITH THE OTHER PARTS,  
 THE OTHER PARTS  
 SHALL CONTROL.



**GRANT STREET TRAFFIC STUDY**  
**CITY OF BONDURANT**  
 880 22nd Avenue • Suite 4 • Clondike, Iowa 52216-1575  
 319-463-0000 • 319-463-0000 (FAX) • 888-344-0000 (TOLL FREE)

**CONCEPT #1**  
**SANKEY DEVELOPMENT & SCHOOL ENTRANCE**  
**LEFT TURN LANES**

DWG. NO.  
**1 of 2**  
 PROJECT



PLOT 101, Township, Aug. 16, 1910 277058 P. 18

K-00101, Aug 14  
FILE PATH: C:\PROJECTS\2010\GRANT STREET TRAFFIC STUDY\WORKING\_FILES\CONCEPT#2\LANE OVERLAYS.P28

DATE	REVISIONS	SCALE	AS SHOWN	VERIFY SCALE
		AS SHOWN		

HAS BEEN USED IN  
 DESIGN, PREPARED  
 APPROVED  
 DATE  
 DRAWN BY



**GRANT STREET TRAFFIC STUDY**  
**CITY OF BONDURANT**  
 660 23rd Avenue • Suite 4 • Clarksville, Iowa 52041-1962  
 319-465-4000 • 319-465-1188 (FAX) • 662-368-8000 (PACKETS)

**CONCEPT #2**  
**SANKEY DEVELOPMENT & SCHOOL ENTRANCE**  
**LEFT TURN LANES**

BOOK NO.  
**2 of 2**  
 PROJECT

**Grant Street Traffic Study**  
**Bondurant, Iowa**  
**7/19/2016**

No.	Item Code	Description	Unit	Unit Price	Concept #1		Concept #2	
					Long right turn lane		Short right turn lane	
					Quantity	Extended Price	Quantity	Extended Price
1	2102-2710070	EXCAVATION, CL 10, RDWY+BORROW	CY	\$10.00	850	\$8,500.00	550	\$5,500.00
2	2105-8425016	TOPSOIL, STRIP, SALVAGE+SPREAD	CY	\$12.00	150	\$1,800.00	100	\$1,200.00
3	2115-0100000	MODIFIED SUBBASE	CY	\$26.00	280	\$8,500.00	200	\$5,000.00
4	2121-7425010	GRANULAR SHLD, TYPE A	TON	\$30.00	140	\$4,200.00	100	\$3,000.00
5	2303-0031750	HMA (1M ESAL) BASE, 3/4"	TON	\$120.00	380	\$46,800.00	225	\$27,000.00
6	2303-0033500	HMA (1M ESAL) SURF, 1/2", NO FRIC	TON	\$110.00	130	\$14,300.00	75	\$8,250.00
7	2303-0245828	ASPH BINDER, PG 58-28	TON	\$700.00	31	\$21,700.00	18	\$12,600.00
8	2502-8212034	SUBDRAIN, LONGITUDINAL, (SHLD) 4"	LF	\$10.00	900	\$9,000.00	600	\$6,000.00
9	2502-8221304	SUBDRAIN OUTLET, DR-304	EACH	\$200.00	4	\$800.00	4	\$800.00
10	2510-6745850	RMVL OF PAVT	SY	\$10.00	80	\$800.00	120	\$1,200.00
11	2526-8285000	CONSTRUCTION SURVEY	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00
12	2527-9263109	PAINTED PAVT MARK, WATERBORNE/SOLVENT	STA	\$40.00	30	\$1,200.00	25	\$1,000.00
13	2527-9263138	PAINTED SYMBOL+LEGEND,HIBUILD WATERBORNE	EACH	\$100.00	8	\$800.00	8	\$800.00
14	2527-9263180	PAVT MARK RMVD	STA	\$30.00	10	\$300.00	8	\$240.00
15	2528-9445110	TRAFFIC CONTROL	LS	\$2,000.00	1	\$2,000.00	1	\$2,000.00
16	2533-4980005	MOBILIZATION	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00
17	2801-2634100	MULCH	ACRE	\$2,000.00	0.5	\$1,000.00	0.5	\$1,000.00
18	2801-2636043	SEED+FERTILIZE (RURAL)	ACRE	\$3,000.00	0.5	\$1,500.00	0.5	\$1,500.00
19	2802-0000020	SILT FENCE	LF	\$3.00	800	\$2,400.00	600	\$1,800.00
20	2802-0000071	RMVL OF SILT FENCE/SILT FENC-DITCH CHECK	LF	\$2.00	800	\$1,600.00	600	\$1,200.00
21	2802-0000101	MAINT OF SILT FENC/SILT FENC-DITCH CHECK	LF	\$1.00	800	\$800.00	600	\$600.00
22	2802-0015010	MOBILIZATION, EROSION CONTROL	EACH	\$500.00	1	\$500.00	1	\$500.00
Subtotal						\$136,400.00		\$81,180.00
Contingency 10%						\$13,600.00		\$8,100.00
<b>Construction Total</b>						<b>\$150,000.00</b>		<b>\$89,280.00</b>

CITY OF BONDURANT  
RESOLUTION NO. 16-133

RESOLUTION APPROVING PAYTON RIDGE PRELIMINARY PLAT 2

WHEREAS, the Payton Ridge Preliminary Plat 2 is for Rex and Theresa Hale at 10395 NE 82<sup>nd</sup> Avenue, Bondurant, Iowa; AND

WHEREAS, the Legal Description is as follows:

Outlot X in Payton Ridge Plat 1, an official plat, now included and forming a part of Polk County, Iowa. Said parcel contains 15.14 acres.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Payton Ridge Preliminary Plat 2, is hereby approved.

Passed this 01st day of August, 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

Name	Yay	Nay	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

PLANNING AND ZONING COMMISSION  
RESOLUTION NO. PZ-16-26

RESOLUTION APPROVING PAYTON RIDGE PRELIMINARY PLAT 2

WHEREAS, the Payton Ridge Preliminary Plat 2 is for Rex and Theresa Hale at 10395 NE 82<sup>nd</sup> Avenue, Bondurant, Iowa; AND

WHEREAS, the Legal Description is as follows:

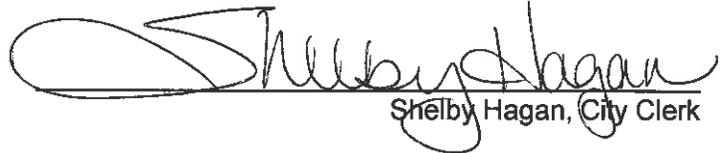
Outlot X in Payton Ridge Plat 1, an official plat, now included and forming a part of Polk County, Iowa. Said parcel contains 15.14 acres.

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Bondurant, Iowa, that Payton Ridge Preliminary Plat 2, is approved and forwarded to the City Council with a recommendation for approval of same.

Moved by Kromrie, Seconded by McCleary to adopt.

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the Planning and Zoning Commission held on July 28, 2016, 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

# PRELIMINARY PLAT PAYTON RIDGE PLAT 2 SHEET 1 OF 1

## OWNER/DEVELOPER

MR & MRS J. HERBERT HALE  
10315 NE 23RD AVE  
BONDURANT, IA 50005  
(515) 694-4281

## LEGAL DESCRIPTION

OUTLOT X IN PAYTON RIDGE PLAT 1, AN ORIGINAL PLAT, NOW INCLUDED IN  
AND FORMING A PART OF POLK COUNTY, IOWA  
SAID PARCEL CONTAINS 11.14 ACRES

## GENERAL NOTES

1. CULVERTS TO BE USED FOR CROSSING DRAINAGE EASEMENTS MUST BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.
2. INDICATION OF AIR ENTRANCE OR UTILITY TO CONFORM TO THE REQUIREMENTS OF THIS PLAT SHALL BE AT THE DISCRETION OF THE ENGINEER.
3. ALL MAILBOXES LOCATED IN POLK COUNTY RIGHT-OF-WAY MUST BE OF BREAKAWAY DESIGN.
4. UTILITY EASEMENTS ARE DESIGNATED FOR THE USE OF ANY PUBLIC UTILITY.
5. SEWER SYSTEM: LATERAL FIELD AND SEPTIC TANK, ALTERNATE WASTE WATER SYSTEMS MAY BE REQUIRED.
6. THE MAINTENANCE OF ALL DRAINAGE AND FLOWING EASEMENTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER ON THESE PROPERTIES.
7. SURFACE DRAINAGE FACILITIES: ANY SURFACE DRAINAGE FACILITIES THAT ARE DISCHARGED MUST BE PROVIDED OR PROVIDED BY THE PROPERTY OWNER.
8. WATER CHANGE IS PROVIDED BY DESIGNATED WATER PERIODS.
9. ALL SERVICES TO UTILITIES ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORED UNDER THE ROADWAY AT THE LOT OWNER'S EXPENSE.
10. ZONING: EXCEPT RESIDENTIAL, DISTRICT.
11. MOST DEVELOPMENT ROADWAY SHALL NOT ADVERSELY AFFECT DOWNSTREAM DRAINAGE FACILITIES ON PROPERTY.

## LINE TABLE

LINE	BEARING	DISTANCE
1	N 89° 24' 48" W	405.57
2	S 89° 24' 48" W	191.48
3	S 89° 24' 48" W	124.42
4	S 89° 24' 48" W	400.00
5	S 89° 24' 48" W	400.00
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## VICINITY SKETCH



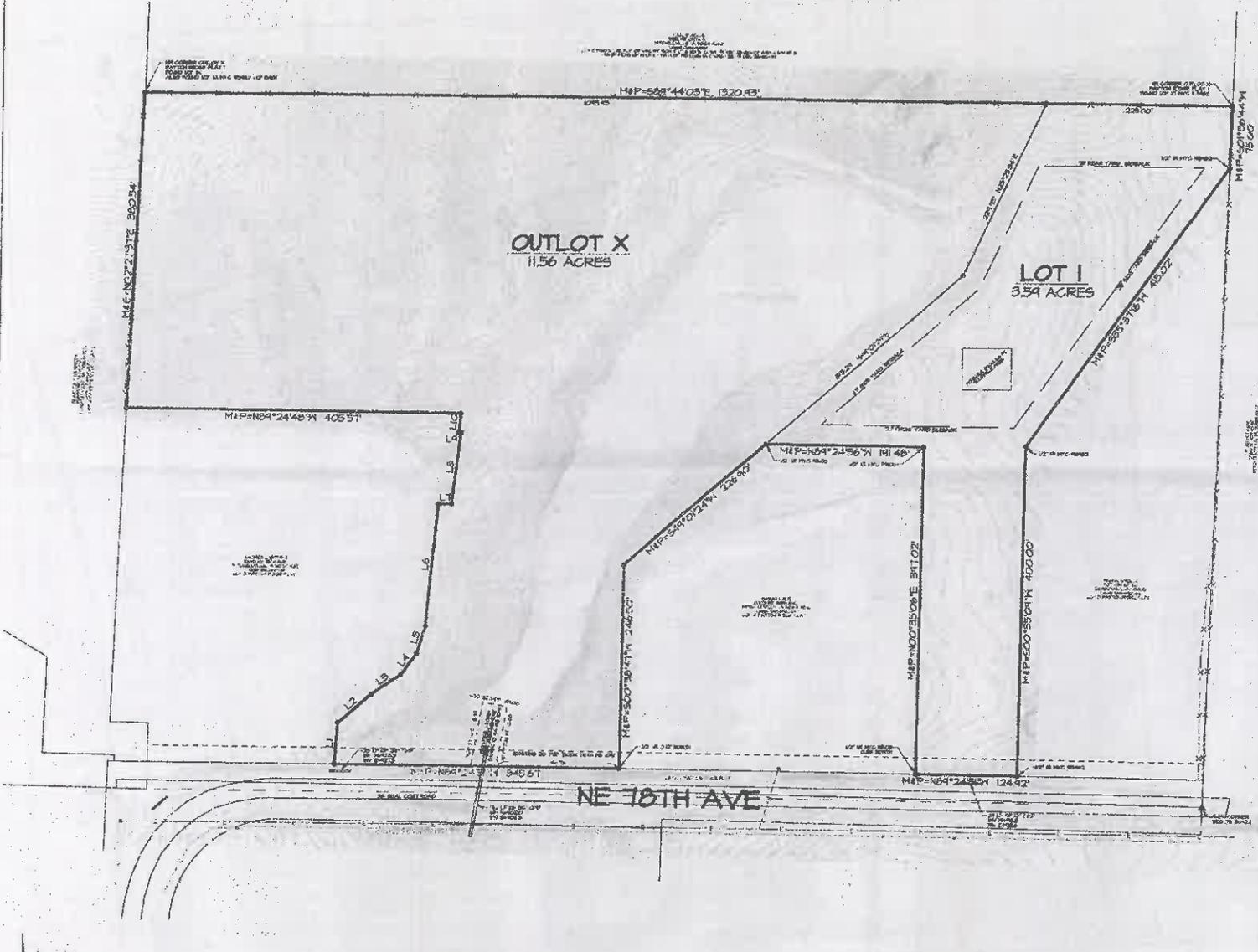
## CERTIFICATION



## LEGEND

- |   |   |
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| <ul style="list-style-type: none"> <li>1. BOUNDARY AS NOTED</li> <li>2. SURFACE DRAINAGE FACILITIES</li> <li>3. SURFACE DRAINAGE FACILITIES</li> <li>4. SURFACE DRAINAGE FACILITIES</li> <li>5. SURFACE DRAINAGE FACILITIES</li> <li>6. SURFACE DRAINAGE FACILITIES</li> <li>7. SURFACE DRAINAGE FACILITIES</li> <li>8. SURFACE DRAINAGE FACILITIES</li> <li>9. SURFACE DRAINAGE FACILITIES</li> <li>10. SURFACE DRAINAGE FACILITIES</li> <li>11. SURFACE DRAINAGE FACILITIES</li> <li>12. SURFACE DRAINAGE FACILITIES</li> <li>13. SURFACE DRAINAGE FACILITIES</li> <li>14. SURFACE DRAINAGE FACILITIES</li> <li>15. SURFACE DRAINAGE FACILITIES</li> <li>16. SURFACE DRAINAGE FACILITIES</li> <li>17. SURFACE DRAINAGE FACILITIES</li> <li>18. SURFACE DRAINAGE FACILITIES</li> <li>19. SURFACE DRAINAGE FACILITIES</li> <li>20. SURFACE DRAINAGE FACILITIES</li> <li>21. SURFACE DRAINAGE FACILITIES</li> <li>22. SURFACE DRAINAGE FACILITIES</li> <li>23. SURFACE DRAINAGE FACILITIES</li> <li>24. SURFACE DRAINAGE FACILITIES</li> <li>25. SURFACE DRAINAGE FACILITIES</li> <li>26. SURFACE DRAINAGE FACILITIES</li> <li>27. SURFACE DRAINAGE FACILITIES</li> <li>28. SURFACE DRAINAGE FACILITIES</li> <li>29. SURFACE DRAINAGE FACILITIES</li> <li>30. SURFACE DRAINAGE FACILITIES</li> <li>31. SURFACE DRAINAGE FACILITIES</li> <li>32. SURFACE DRAINAGE FACILITIES</li> <li>33. SURFACE DRAINAGE FACILITIES</li> <li>34. SURFACE DRAINAGE FACILITIES</li> <li>35. SURFACE DRAINAGE FACILITIES</li> <li>36. SURFACE DRAINAGE FACILITIES</li> <li>37. SURFACE DRAINAGE FACILITIES</li> <li>38. SURFACE DRAINAGE FACILITIES</li> <li>39. SURFACE DRAINAGE FACILITIES</li> <li>40. SURFACE DRAINAGE FACILITIES</li> <li>41. SURFACE DRAINAGE FACILITIES</li> <li>42. SURFACE DRAINAGE FACILITIES</li> <li>43. SURFACE DRAINAGE FACILITIES</li> <li>44. SURFACE DRAINAGE FACILITIES</li> <li>45. SURFACE DRAINAGE FACILITIES</li> <li>46. SURFACE DRAINAGE FACILITIES</li> <li>47. SURFACE DRAINAGE FACILITIES</li> <li>48. SURFACE DRAINAGE FACILITIES</li> <li>49. SURFACE DRAINAGE FACILITIES</li> <li>50. SURFACE DRAINAGE FACILITIES</li> </ul> | <ul style="list-style-type: none"> <li>1. SURFACE DRAINAGE FACILITIES</li> <li>2. SURFACE DRAINAGE FACILITIES</li> <li>3. SURFACE DRAINAGE FACILITIES</li> <li>4. SURFACE DRAINAGE FACILITIES</li> <li>5. SURFACE DRAINAGE FACILITIES</li> <li>6. SURFACE DRAINAGE FACILITIES</li> <li>7. SURFACE DRAINAGE FACILITIES</li> <li>8. SURFACE DRAINAGE FACILITIES</li> <li>9. SURFACE DRAINAGE FACILITIES</li> <li>10. SURFACE DRAINAGE FACILITIES</li> <li>11. SURFACE DRAINAGE FACILITIES</li> <li>12. SURFACE DRAINAGE FACILITIES</li> <li>13. SURFACE DRAINAGE FACILITIES</li> <li>14. SURFACE DRAINAGE FACILITIES</li> <li>15. SURFACE DRAINAGE FACILITIES</li> <li>16. SURFACE DRAINAGE FACILITIES</li> <li>17. SURFACE DRAINAGE FACILITIES</li> <li>18. SURFACE DRAINAGE FACILITIES</li> <li>19. SURFACE DRAINAGE FACILITIES</li> <li>20. SURFACE DRAINAGE FACILITIES</li> <li>21. SURFACE DRAINAGE FACILITIES</li> <li>22. SURFACE DRAINAGE FACILITIES</li> <li>23. SURFACE DRAINAGE FACILITIES</li> <li>24. SURFACE DRAINAGE FACILITIES</li> <li>25. SURFACE DRAINAGE FACILITIES</li> <li>26. SURFACE DRAINAGE FACILITIES</li> <li>27. SURFACE DRAINAGE FACILITIES</li> <li>28. SURFACE DRAINAGE FACILITIES</li> <li>29. SURFACE DRAINAGE FACILITIES</li> <li>30. SURFACE DRAINAGE FACILITIES</li> <li>31. SURFACE DRAINAGE FACILITIES</li> <li>32. SURFACE DRAINAGE FACILITIES</li> <li>33. SURFACE DRAINAGE FACILITIES</li> <li>34. SURFACE DRAINAGE FACILITIES</li> <li>35. SURFACE DRAINAGE FACILITIES</li> <li>36. SURFACE DRAINAGE FACILITIES</li> <li>37. SURFACE DRAINAGE FACILITIES</li> <li>38. SURFACE DRAINAGE FACILITIES</li> <li>39. SURFACE DRAINAGE FACILITIES</li> <li>40. SURFACE DRAINAGE FACILITIES</li> <li>41. SURFACE DRAINAGE FACILITIES</li> <li>42. SURFACE DRAINAGE FACILITIES</li> <li>43. SURFACE DRAINAGE FACILITIES</li> <li>44. SURFACE DRAINAGE FACILITIES</li> <li>45. SURFACE DRAINAGE FACILITIES</li> <li>46. SURFACE DRAINAGE FACILITIES</li> <li>47. SURFACE DRAINAGE FACILITIES</li> <li>48. SURFACE DRAINAGE FACILITIES</li> <li>49. SURFACE DRAINAGE FACILITIES</li> <li>50. SURFACE DRAINAGE FACILITIES</li> </ul> |
|---|---|

**ASSOCIATED ENGINEERING  
COMPANY OF IOWA**  
217 Martin Luther King Jr. Pkwy. Des Moines, IA 50310  
Phone: (515) 255-3150 Fax: (515) 255-3157



## Shelby Hagan

---

**From:** Mark Arentsen [mailto:arentsen@cityofbondurant.com]  
**Sent:** Thursday, July 28, 2016 8:22 AM  
**To:** 'Shelby Hagan'  
**Subject:** FW: Payton Ridge Plat 2 - Preliminary Plat (7-25-16)

Shelby, Please print a copy of the e-mail below for the P&Z members tonight.

*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)  
[arentsen@cityofbondurant.com](mailto:arentsen@cityofbondurant.com)  
[www.cityofbondurant.com](http://www.cityofbondurant.com)

---

**From:** Vic Piagentini [mailto:vicp@aecofiowa.com]  
**Sent:** Thursday, July 28, 2016 4:20 AM  
**To:** Mark Arentsen  
**Subject:** Fwd: Payton Ridge Plat 2 - Preliminary Plat (7-25-16)

Mark,

I'm out of town this week. I will try to get hold of the owner to see if they can be there. If you look at plat this lot was a outlot "unbuilt able". New owners want to build one house. The balance of the land is a pond and extreme topography and will be left in an outlot.

Sent from my iPhone

Begin forwarded message:

**From:** Jennifer Ellison <[Jennifer.Ellison@polkcountyiowa.gov](mailto:Jennifer.Ellison@polkcountyiowa.gov)>  
**Date:** July 26, 2016 at 1:18:26 PM MDT  
**To:** 'Vic Piagentini' <[vicp@aecofiowa.com](mailto:vicp@aecofiowa.com)>  
**Subject:** FW: Payton Ridge Plat 2 - Preliminary Plat (7-25-16)

Good Afternoon,

Please see the e-mail response below from the City of Bondurant for Payton Ridge Plat 2 - Preliminary Plat. Please contact them directly to confirm attendance at their Planning and Zoning Commission meeting on 7/28.

Sincerely,

Jennifer Ellison | Planner | Public Works  
Polk County | 5885 NE 14th Street | Des Moines, IA 50313  
Ph#: 515-286-2280 | [Jennifer.Ellison@polkcountyiowa.gov](mailto:Jennifer.Ellison@polkcountyiowa.gov)

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**From:** Mark Arentsen [<mailto:marentsen@cityofbondurant.com>]  
**Sent:** Tuesday, July 26, 2016 2:06 PM  
**To:** Jennifer Ellison  
**Subject:** RE: Payton Ridge Plat 2 - Preliminary Plat (7-25-16)

Jennifer, We have added consideration of this item to this Thursday's (7/28) Planning & Zoning Commission agenda. Could you contact whoever submitted this and ask someone representing the project to be present at the Thursday meeting? Thank you.

*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)

---

**From:** Jennifer Ellison [<mailto:Jennifer.Ellison@polkcountyiowa.gov>]  
**Sent:** Monday, July 25, 2016 10:40 AM  
**To:** 'marentsen@cityofbondurant.com'  
**Subject:** Payton Ridge Plat 2 - Preliminary Plat (7-25-16)

Mr. Arentsen,

Attached is a copy of the above referenced plat which lies in unincorporated Polk County. Under Section 354.9 of the 2015, Code of Iowa, this plat is subject to your review and approval. Please contact the owner/developer or engineer/surveyor if additional copies of the plat or review fees are required. Please send our office copies of all comments or correspondence.

Once the final plat is submitted for review, an original city council certified resolution, which approves the final plat, or waives the city's right to review must be sent to: Polk County Auditor's Office, 111 Court Avenue, Des Moines, IA 50309, so that it may be recorded after the Board of Supervisor's action. Also, please forward a copy of that resolution to our office.

Please contact me with any comments or questions.

Sincerely,

**Jennifer Ellison** | Planner | Public Works  
**Polk County** | 5885 NE 14th Street | Des Moines, IA 50313  
Ph#: 515-286-2280 | [Jennifer.Ellison@polkcountyiowa.gov](mailto:Jennifer.Ellison@polkcountyiowa.gov)

CITY OF BONDURANT  
RESOLUTION NO. 16-134

RESOLUTION APPROVING R1 BULK REGULATIONS FOR SANKEY SUMMIT

WHEREAS, the City of Bondurant Planning and Zoning Commission and the City Council approved the Sankey Summit Preliminary Plat 1 for Vista Development, Bondurant, Iowa; AND

WHEREAS, the request by the City of Bondurant to include lots in the preliminary plat that fit the bulk regulations of R-1 zoning was attempted.

WHEREAS, the 70' or narrower R-1 lots included in Sankey Summit Plat 1 were plotted with lot width too narrow to accommodate the 8' each side, side yard setback.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the bulk regulations for the side yard setback be reduced from 8' to 7' for Sankey Summit Plat 1, R1 lots which are 70' or narrower, is hereby approved.

Passed this 01st day of August, 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-16-27

RESOLUTION APPROVING R1 BULK REGULATIONS FOR SANKEY SUMMIT

WHEREAS, the City of Bondurant Planning and Zoning Commission and the City Council approved the Sankey Summit Preliminary Plat 1 for Vista Development, Bondurant, Iowa; AND

WHEREAS, the request by the City of Bondurant to include lots in the preliminary plat that fit the bulk regulations of R-1 zoning was attempted.

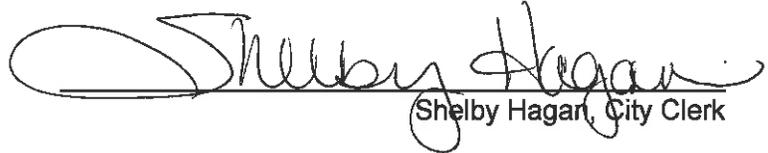
WHEREAS, the 70' or narrower R-1 lots included in Sankey Summit Plat 1 were plotted with lot width too narrow to accommodate the 8' each side, side yard setback.

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Bondurant, Iowa, that the bulk regulations for the side yard setback be reduced from 8' to 7' for Sankey Summit Plat 1, R1 lots which are 70' or narrower, is approved and forwarded to the City Council with a recommendation for approval of same.

Moved by Kromrie, Seconded by Russell to adopt.

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the Planning and Zoning Commission held on July 28, 2016; 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

## BULK REGULATION COMPARISON

JULY 12, 2016

### R-1 DISTRICTS

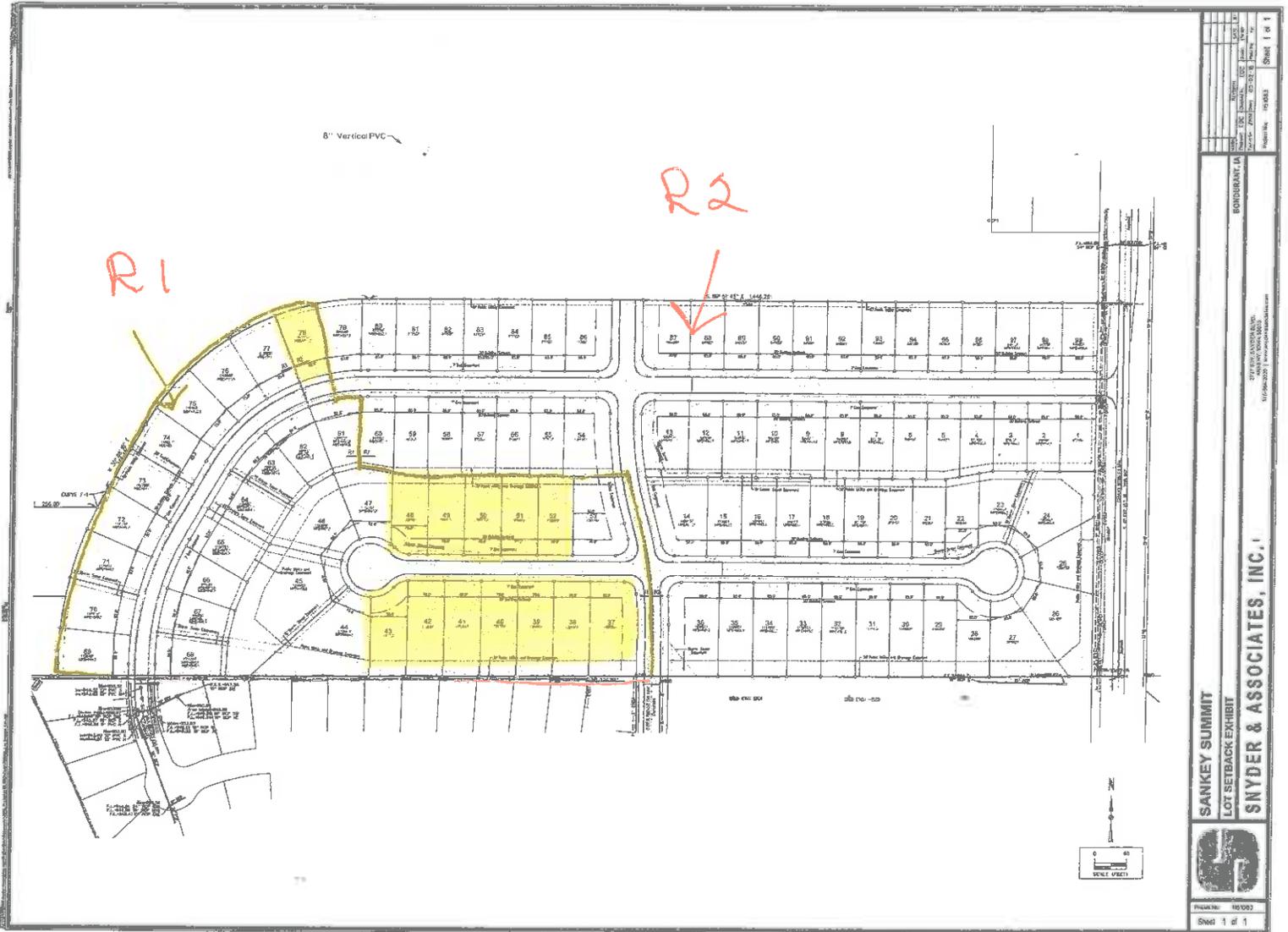
	<u>BONDURANT</u>	<u>OTHER CITIES</u>
<u>LOT AREA</u>	8,750 s.f.	Most are larger
<u>MIN FLOOR AREA</u>	1,150 1 story, 800 2 story	Comparable
<u>MIN LOT WIDTH</u>	70', 75' corner lot	P. Hill is 90', Waukee & Polk City is 80' Others are comparable, Norwalk is 60'
<u>FRONT YD SETBACK</u>	30' houses, 50' other uses	All are 30' or 35'
<u>SIDE YARD SEBACK</u>	8' each side, 3' other uses	All are 7', 7.5' or 8'
<u>REAR YD SETBACK</u>	35' house, 50' other uses	Waukee is 30', All others are 35'

### R-2 DISTRICTS

<u>LOT AREA</u>	7,500 s.f., 8,000 duplex	All except Carlisle are larger, 8,000 - 11,000
<u>MIN FLOOR AREA</u>	950 ranch, 1,000 2 story 875 split lvl, 850 split foyer	Good data lacking
<u>MIN LOT WIDTH</u>	65' 1 fam, 70' crnr & 2 fam	65' & 70' 1 fam, All 2 fam are wider
<u>FRONT YD SETBACK</u>	30' house, 50' Other uses	Only Norwalk differs @ 25'
<u>SIDE YARD SETBACK</u>	5'/side 1 stry, 7'/side 2 stry	All are wider, 7', 7.5' & 8'
<u>REAR YD SETBACK</u>	35' 1 fam, 50' Other uses	Grimes is 25', Others are comparable

Other Cities surveyed include Altoona, Norwalk, Polk City, Waukee, Grimes, Carlisle and Pleasant Hill

 = R1 70' or less frontage



CITY OF BONDURANT  
RESOLUTION NO. 16-135

RESOLUTION ENDORSING THE GRANT APPLICATION FOR THE PUBLIC WINTER RECREATION AREA

WHEREAS, the City of Bondurant has made a commitment to establishing a Public Winter Recreation Area; AND

WHEREAS, the City intends to submit a grant application to obtain funding, through the REAP Fund,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, to endorse the application to the Iowa Department of Natural Resources REAP Grant Fund for the Public Winter Recreation Area.

Passed this 01st day of August, 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				

## **REAP PROJECT SUMMARY**

Northern and eastern Polk County lacks a public winter recreation area. Winter is a time when people are less active. This project provides a place for families to enjoy an Iowa winter and get some exercise at the same time. While located in Bondurant this facility will likely draw people from many miles around. This project repurposes a former wastewater lagoon site and will turn what would be an unusable property into a community benefit.

# CITY OF BONDURANT

## WINTER RECREATION FACILITY

### REAP GRANT NARRATIVE (7/28/16)

#### I. Project Location

The project is located at the intersection of the Chichaqua Valley Trail and Mud Creek. See Figure 1 map. The Chichaqua Valley Trail and Efnor Estates neighborhood park each provide access to the site. The project site is about five acres.

#### II. Project Description

This project involves construction of a family oriented winter recreation area. There are currently no public winter recreation areas in northern or eastern Polk County. This project will provide an area for sledding, cross country skiing, snow shoeing and winter hiking. The City will contract with the Polk County Conservation Board for grooming the cross country ski trails. The sledding area will have several elevation levels. The hill will be approximately xx feet high and xx feet wide. This will provide an area for younger children so that they are not endangered by older children or adults who may go faster and farther than young children. Lighting is included to extend the usable hours for the facility. An unheated shelter structure with benches or picnic tables is included to provide an area to get away from the north and west winds. The site will be mowed occasionally during the growing season. The Figure 2 map shows the location of each of the activities on the site. Parking will be available at the parking facility used by the Bondurant Soccer Club. Distance from this parking lot to the winter recreation site is about 2,000 feet. The route between the parking lot and recreation area will be paved and plowed during the winter. People could also be dropped off at the Efnor Estates neighborhood park which is about 300' from the site. The site will be graded to facilitate locating a future additional recreation trail connection between the Gay Lea Wilson Trail and Chichaqua Valley Trail.

This project is a great reuse of a former wastewater lagoon site. The former lagoons could simply be cleaned out and left, but that arrangement provides no additional benefits to the community. With the proposed redevelopment of this property, Bondurant is creating a beneficial use from an otherwise undesirable site.

### III. Development Plan, Project Boundary Map & Aerial Photo

Figure 1 shows the site and site boundaries. Items shown on the aerial photo include the Chichaqua Valley Trail, Mud Creek, Efnor Estates neighborhood park, Efnor Estates subdivision and Wastewater Reclamation Authority temporary wastewater storage lagoons. These lagoons are used infrequently during heavy rain events and are not expected to be used during the winter. The temporary storage lagoons are not included in the winter recreation site.

### IV. Project Benefits, Needs, Justifications and Urgency

#### **Project Benefits & Needs**

Winter is a time when fewer outdoor recreation opportunities are available. The growing number of social media and video entertainment options can lead to a sedentary life style especially during the winter. Anyone who has engaged in sledding, crossing country skiing or snowshoeing knows that going downhill on a sled or skis is great fun, but it inevitably leads to the need to go back uphill which takes a significant amount of effort. Engaging in these activities even once a week helps maintain good physical health and mental well being during the more inactive winter months.

Bondurant residents are great supporters of family recreation activities. There is no doubt that a winter recreation area would be popular in the Bondurant community. In fact Bondurant residents are requesting an area for these activities now.

There is also a great likelihood that other northern and eastern Polk County residents would also be users. There is currently no public winter recreation area in Bondurant, Altoona, Pleasant Hill, Mitchellville, Runnels or any of the rural eastern Polk County subdivisions. Ankeny has two small hills. The population in these areas is approximately 100,000 and it's certainly possible that other Polk, Jasper or Warren County residents would also use this facility especially if they have friends or family in the Bondurant area. So even though the City of Bondurant would own, operate and maintain this facility, it would likely serve many more than just Bondurant residents.

The proposed winter recreation area is consistent with a number of State, County and City recreation related plans. A brief summary of this project's relevance to these plans follows.

#### **Project Justification in City, County and State Recreation Plans**

#### **2013 City Park, Trail & Greenway Master Plan and 2015 Community Visioning Report & Feasibility Study**

The need for a winter recreation area is documented in two City plans. The **2013 Park, Trail and Greenway Master Plan** lists a sledding hill as a community priority on page 5. The **2015 Community Visioning Report and Feasibility Study** states that a sledding hill was requested by residents during the information gathering phase of the Bondurant Community Visioning process. The City's **2012 Comprehensive Plan** references the significant population growth occurring in Bondurant. A high percentage of people moving to Bondurant are young families with children. The Plan states that the two fastest growing population groups in Bondurant are children under 5 years of age and adults between 25 and 34. One of the reasons these families are moving to Bondurant is the variety and growing number of recreational opportunities for families. A winter recreation area would be a welcome addition to the City's recreation facilities.

### **2015 Polk County Resource Enhancement & Protection (REAP) Plan**

The 2013-2017 Polk County REAP Plan recommends the following Focus Areas;

1. Protection & Preservation
2. Enhancement & Development
3. Education & Stewardship

The City believes that the proposed winter recreation area is consistent with Goal 2, Enhancement & Development. The description of this Goal in the REAP Plan states that, "Residents & Visitors alike enjoy the current system and would benefit from . . . further development of our parks and other facilities." As noted above, a public winter recreation facility does not exist in northern or eastern Polk County. There is little doubt that the activities proposed for this park will be popular with people in Bondurant and throughout northern and eastern Polk County. Bondurant residents, recognizing the value of this facility, are already requesting a winter recreation area.

### **2013 Statewide Comprehensive Outdoor Recreation Plan**

This project addresses several of the 2013 SCORP Plan Goals. These include;

1. Goal 4 of Priority 1, Provide high-quality, safe and affordable recreational opportunities that meet the demands, needs and diversity of experiences lowans desire. As mentioned above, Bondurant residents are requesting this type of facility now. There is no public winter recreation area in northern or eastern Polk County. This location will likely serve Bondurant residents and others from miles around.

2. Goals 1 & 2 of Priority 4, Link outdoor recreation and participation to desired wellness and public health benefits. Collaborate with existing Healthy Iowans, state and county initiatives to promote outdoor recreation and increase participation. As mentioned above, winter can be a time when people are less active. An outdoor recreation facility gives families a place to get some exercise when few other outdoor options are available.

3. Goal 2 of Priority 5, Using a multi-faceted approach, promote youth participation in the outdoors striving for a greater understanding, appreciation and use of Iowa's resources. This project provides an opportunity for young people to learn outdoor recreation doesn't have to be just a warm weather activity. The outdoor winter environment is different than the warm weather environment. Winter outdoors can be enjoyed for what it is. Showing young people that can lead to a lifetime of appreciation of what winter recreation has to offer.

### Urgency

There is an opportunity to complete this work now in conjunction with another City project. The winter recreation site is located on property owned by the City of Bondurant, a portion of which was previously used as a wastewater treatment lagoon site. The lagoons were taken out of service in 2013 when Bondurant connected to the Des Moines Wastewater Reclamation Authority (WRA) for wastewater treatment. The WRA retained two lagoons for occasional use as a temporary wastewater storage facility. This temporary storage would occur infrequently during warm weather. The winter recreation site is next to but not a part of the area controlled by the WRA.

With the *closure* of the lagoons, the City is able to relocate Mud Creek back to its original channel. The creek was moved when the lagoon site was constructed. Moving the creek will help lower flood elevations for upstream properties. The City is planning to begin this work in late fall, 2016. The creek relocation work presents an excellent opportunity to create the winter recreation area at the same time. Failure to construct the winter recreation area now will make it more expensive to undertake this work in the future. If grading work can be completed in spring, 2017, it's possible that the site could be ready for use in December, 2017. This is the type of mutually beneficial and cooperative project that has a number of positive outcomes. Failure to do this work now makes it less likely that it will be done in the future.

The site will also be graded to facilitate construction of a future additional recreation trail connection between the Gay Lea Wilson Trail and Chichaqua Valley Trail. Without this project, the ability to undertake this preparatory trail grading would also be lost, increasing the future cost to construction this trail connection.

Building this project now has the unique opportunity for three different benefits at the same time;

1. Construction of a much requested winter recreation area.
2. Completing future trail grading as part of this project, thus reducing the cost of a future trail construction project.
3. Reducing flooding potential for upstream properties.

The opportunity for this type of triple benefit project will be lost if the three activities are not undertaken at the same time.

#### V. Environmental, Economic and Social Impacts

This project has no adverse environment impacts, and in fact the creek relocation will provide an environmental and economic benefit by helping reduce flooding potential for upstream properties. Local restaurants will also likely see a benefit from people visiting the site and having a meal or refreshments after their time at the recreation area. This project has the potential for significant social impacts by giving families and friends an opportunity for a recreation activity which currently does not exist. There will no doubt be many pictures taken and shared about time spent here. Families and friends will remember and share stories about their time spent at the winter recreation area for many years. There will likely be many Facebook picture postings of people's activities.

#### VI. Historical, Archaeological and Architectural Features/Impacts

A portion of the site was formerly used for wastewater treatment. The lagoons have been decommissioned. Accumulated sludge has been removed. Most of the site is vacant City land that was purchased along with the area used for the lagoons, but was not part of the wastewater treatment operation. Prior to its purchase by the City the site was most likely used for agricultural production. There is no historical, archaeological or architectural significance to this location.

#### VII. Local Participation

Significant public participation was used in the developing the City's Park, Trail and Greenway Plan referenced above. A number of public input meetings were held. The adopted plan recommends improvements to 16 different parks. Projects recommended in the plan have been undertaken in 12 of these parks to date.

Volunteers who had had limited involvement with previous City projects participated in the Community Visioning program. These volunteers continue to operate as the Bondurant Arts & Recreation Committee and are in the process of reorganizing as the Bondurant Community Foundation. The Community Visioning process included a number of public outreach and survey

activities. A number of recommendations from the Community Visioning final report, including this project, are being pursued at this time.

### VIII. Considerations Given to Minorities, Elderly and Disabled

This project is not expected to have a significant impact on minority populations. Elderly residents will have an opportunity to watch and possibly participate on their own or with grandchildren in several fun winter outdoor activities. Every attempt will be made to accommodate access and participation in these winter activities by handicapped persons. A paved trail from the Efnor Estates neighborhood park will be installed to the winter recreation area, a distance of approximately 300'. Handicapped persons can be dropped off at the Efnor neighborhood park and travel the short distance on a 10' wide paved and maintained trail to the winter recreation area.

Two options are available for emergency services vehicle access. The Bondurant Public Safety building is approximately 2,200 feet from the winter recreation site. The Public Safety Building is adjacent to the Chichaqua Valley Trail. Vehicles could simply drive the trail to reach the winter recreation site. Vehicles could also drive to Efnor Estates Park and access the winter recreation site on the short trail between the park and winter recreation site.

### IX. PUBLIC COMMUNICATIONS

The City will place signs at the project site indicating that REAP assisted with funding for the work. In addition, the City will issue a press release to the Altoona Herald, Ankeny Press Citizen and Des Moines Register describing the project after funding is committed, another when construction starts, another when construction is completed and occasional releases showing people using the sledding hill, cross country ski trail and snowshoe course. User pictures will be placed on the City's website, other social media and in the monthly electronic newsletter, the Bondurant Bounce. Information will also be included in the City's portion of the monthly Bondurant Living Magazine.

**PROPOSED REAP BUDGET**  
**CITY OF BONDURANT**  
**WINTER RECREATION FACILITY**

<u>Project Component</u>	<u>Description</u>	<u>Project Cost</u>	<u>REAP Request</u>
1. Mass Grading	Rough Site Grading	\$222,000	-0-
2. Finish Grading	Final Elevations	\$37,500	-0-
3. Concrete paving	Efnor Park Access	\$20,000	\$20,000
4. Concrete paving	Parking Lot Access	\$20,000	\$20,000
5. Restoration/Seeding	Dirt Stabilization	\$ 7,500	-0-
6. Windbreak Structure	User Wind Protection	\$35,000	\$35,000
7. Lighting	Night Use Benefit	<u>\$25,000</u>	<u>\$25,000</u>
		\$367,000	\$100,000



CITY OF BONDURANT  
RESOLUTION NO. 16-136

RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO WRITE-OFF CERTAIN EMERGENCY SERVICES MEDICAL SERVICE ACCOUNTS AS NON-COLLECTIBLE 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 Second 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 01st day of August, 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

Name	Yay	Nay	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

# Exhibit A

## Ambulance Billing

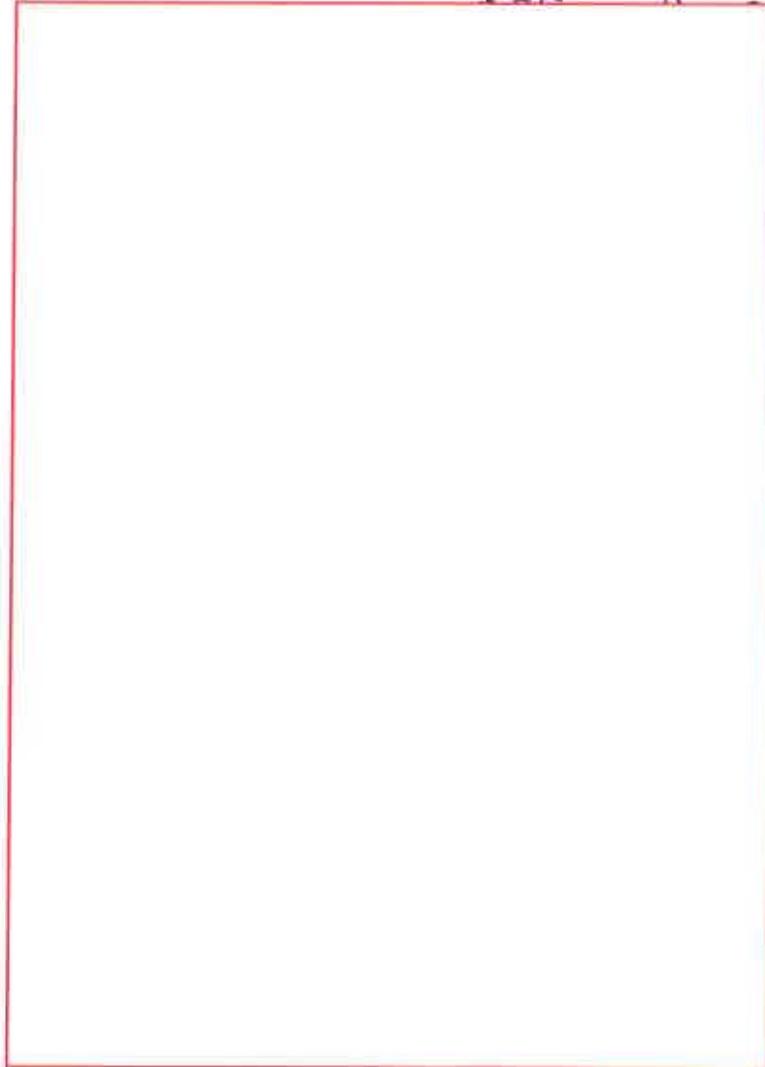
## Activity Register

### Run Options and Information

Events that were posted from 04/01/2016 through 06/30/2016.

For selected event type: Write-off

Event Date/Time	Event Type	Event ID
04/07/2016 11:32 AM	Write-off	14845
04/07/2016 11:35 AM	Write-off	14847
04/25/2016 03:21 PM	Write-off	14982
04/26/2016 04:11 PM	Write-off	15000
04/27/2016 01:49 PM	Write-off	15012
05/02/2016 08:04 AM	Write-off	15080
05/06/2016 12:49 PM	Write-off	15091
05/10/2016 09:09 AM	Write-off	15100
05/10/2016 09:11 AM	Write-off	15103
05/17/2016 10:23 AM	Write-off	15141
05/17/2016 10:25 AM	Write-off	15144
05/17/2016 10:27 AM	Write-off	15146
05/19/2016 07:53 AM	Write-off	15155
05/25/2016 11:25 AM	Write-off	15158
05/25/2016 11:31 AM	Write-off	15164
05/25/2016 11:33 AM	Write-off	15167
05/25/2016 03:37 PM	Write-off	15207
05/26/2016 01:37 PM	Write-off	15210
05/26/2016 01:40 PM	Write-off	15213
06/01/2016 11:04 AM	Write-off	15218
06/09/2016 12:18 PM	Write-off	15221
06/09/2016 12:52 PM	Write-off	15231
06/09/2016 12:54 PM	Write-off	15234
06/09/2016 12:57 PM	Write-off	15237
06/09/2016 12:59 PM	Write-off	15238
06/22/2016 10:13 AM	Write-off	15245
06/22/2016 10:31 AM	Write-off	15250
06/22/2016 10:43 AM	Write-off	15256
06/22/2016 10:50 AM	Write-off	15259



Additional Information
\$-24.00, Wellmark/contractual
\$-24.00, Wellmark/contractual
\$-151.90, Medicaid
\$-329.90, Medicare
\$-24.00, Wellmark/contractual
\$-599.17, Medicaid
\$-24.00, Wellmark/contractual
\$-266.11, Medicare
\$-330.56, Medicare
\$-330.62, Medicare
\$-269.78, Medicare
\$-268.61, Medicare
\$-1.00, Too small to collect
\$-322.87, Medicare
\$-343.02, Medicare
\$-329.85, Medicare
\$-24.00, Wellmark/contractual
\$-24.00, Wellmark/contractual
\$-24.00, Wellmark/contractual
\$-100.00, Medicaid
\$-596.45, Medicaid Managed Care
\$-326.75, Medicare
\$-261.25, Medicare
\$-589.55, Medicaid
\$-2.00, Too small to collect
\$-609.76, Medicaid
\$-249.23, Medicare
\$-261.25, Medicare
\$-318.98, Medicare HMO/Managed C

CITY OF BONDURANT  
RESOLUTION NO. 16-137

RESOLUTION ENDORSING THE AGREEMENT BETWEEN THE CITY OF BONDURANT AND RW  
EXCAVATING & DOZING FOR THE GAY LEA WILSON PAVING PROJECT

WHEREAS, the Iowa Department of Transportation accepted bids for the Gay Lea Wilson Paving Project between the Bondurant Regional Trailhead and Brick Street, Southeast ; AND

WHEREAS, RW Excavating & Dozing submitted the low bid in the amount of \$398,330.00; AND

WHEREAS, the City endorses Contract ID: 77-0747-611 with RW Excavating & Dozing,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that it hereby approves the Agreement between the City of Bondurant and RW Excavating & Dozing for the Gay Lea Wilson Paving Project in the amount of \$398,330.00.

Passed this 01st day of August, 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				



SMARTER | SIMPLER | CUSTOMER DRIVEN

www.iowadot.gov

Office of Contracts | Project Delivery Bureau

800 Lincoln Way | Ames, Iowa 50010

Phone: 515-239-1414 | Email: dot.contracts@dot.iowa.gov

July 26, 2016

To: Local Agency Contracting Authority

Subject: Contracts for Award Determination (See listing enclosed)

The Iowa DOT has accepted bids on behalf of your agency. We have determined the contractor who provided the lowest responsive bid. It is your responsibility to analyze the bids and make a final determination to award the contract or reject all bids. We have enclosed a copy of the bid tabulations for your review of the bids.

Also enclosed are two (2) original copies of the contract. Please take one of the two following actions:

**REJECT ALL BIDS OPTION**

**Do not have discussions with the contractor prior to rejecting all bids.**

1. Take formal Board/Council action to reject all bids.
2. Send written notification to the contractor of your intent to not award a contract.
3. Send written notification **with justification** to the Office of Contracts, Iowa DOT, of your action to reject all bids within **30 days**.
4. **Destroy bid tabs.** This information is *confidential* for projects that are not awarded.

**AWARD OF CONTRACT OPTION**

**Do not discuss or have discussions with the contractor prior to receiving notice from the DOT that the DOT has concurred in the award of the contract.**

1. Take formal Board/Council action to award the contract.
2. Send 2 originals of the contract to the contractor and ask for two signed originals to be returned to the contracting authority for signature. Do not remove any pages from this contract.
3. Obtain Bond Form **181419 (05-16)** from the contractor.
4. Obtain a "certificate of insurance" from the contractor listing the contractor as insured and the contracting authority as an additional insured party.
5. Please forward **two** originals of the contract, **one** original performance bond, and **one** certificate of insurance to:

**Mary Thompson  
Office of Contracts, Iowa DOT  
800 Lincoln Way, Ames, IA 50010**

These contract documents should be returned to the Office of Contracts within **30 days**, regardless of when the work is proposed to start.

6. The Office of Contracts will furnish your City Clerk/County Engineer and the contractor a fully executed and signed original of the contract.
7. The Office of Contracts will authorize all subcontracts and send the City Clerk/County Engineer the paper tax exemption certificates for signature.
8. The contracting authorities are reminded that federal regulations may apply to this contract. The contracting authorities shall ensure compliance with all applicable civil rights, and Davis-Bacon requirements. The Office of Contracts, Iowa DOT, will furnish the contractor with applicable posters.

Please contact the Iowa Department of Transportation Administrating Office regarding the pre-construction meeting and construction administration and inspection requirements.

**Note: No preconstruction conferences shall be held and no work shall commence on this project until the contractor has been furnished a fully executed and signed contract.**

Sincerely,

Wes W. Musgrove, P.E.  
Contracts Engineer

WWM/met  
Enc.

Local Awarded Contracts in the 19JUL2016 Letting

---

Contracting Authority: CITY OF BONDURANT

Bid Order: 105      Awarded to: RW EXCAVATING & DOZING  
13293 S 8TH AVE. W  
PRAIRIE CITY, IA 50228  
Phone: (515)994-2648  
FAX: (515)994-3142

# CONTRACT

Letting Date: July 19, 2016 Contract ID: 77-0747-611 Bid Order No.: 105  
County: POLK Project Engineer: CITY OF BONDURANT  
Cost Center: 849300 Object Code: 890 DBE Commitment \$64,100.00  
Contract Work Type: PCC SIDEWALK/TRAIL

This agreement made and entered by and between the CITY OF BONDURANT CONTRACTING AUTHORITY,  
AND  
RW EXCAVATING & DOZING OF PRAIRIE CITY, IA, (R.168), CONTRACTOR

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 07/14/2016.

-----  
PROJECT: TAP-T-0747(611)--8V-77 COUNTY: POLK  
WORK TYPE: PCC SIDEWALK/TRAIL ACCOUNTING ID: 33643  
ROUTE: GAY LEA WILSON TRAIL LENGTH (MILES): 0  
LOCATION: ON MAIN STREET, 5TH STREET, AND GRANT STREET; FROM 2ND STREE  
T TO BRICK STREET  
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT  
-----

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2015 of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and addendums: FHWA-1273.06, GS-15002, IA16-97.0, SS-15005, ADDENDUMS: 19JUL105.A01

Contractor, for and in considerations of \$398,330.00 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.

By \_\_\_\_\_, Contractor (if joint venture)

By \_\_\_\_\_ Contracting Authority Contract Award Date

Iowa DOT Concurrence \_\_\_\_\_ Concurrence Date  
For Local Agency Contracts

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: R.168  
 Contract ID No.: 77-0747-611  
 Primary Work Type: PCC SIDEWALK/TRAIL  
 Primary County: POLK

Bid Order No.: 105  
 Letting Date: July 19, 2016  
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars   Cts	Bid Amount Dollars   Cts
SECTION 0001 TRAIL ITEMS				
0010	2101-0850002 CLEARING AND GRUBBING	20.000  UNIT	200.00000	4,000.00
0020	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	2,440.000  CY	7.50000	18,300.00
0030	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	1,433.300  CY	9.00000	12,899.70
0040	2213-6745500 REMOVAL OF CURB	0.500  STA	4,000.00000	2,000.00
0050	2213-6745700 REMOVAL OF FLUMES	2.000  EACH	1,000.00000	2,000.00
0060	2401-7207010 REMOVAL OF CONCRETE	670.000  SY	15.00000	10,050.00
0070	2402-2720100 EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT	150.000  CY	20.00000	3,000.00
0080	2415-2110603 PRECAST CONCRETE BOX CULVERT, 6 FT. X 3 FT.	24.000  LF	1,575.00000	37,800.00
0090	2415-2300000 PRECAST CONCRETE BOX FLARED APRON, 6' x 3'	1.000  EACH	10,000.00000	10,000.00
0100	2416-0100018 APRONS, CONCRETE, 18 IN. DIA.	3.000  EACH	1,475.20000	4,425.60
0110	2416-0100024 APRONS, CONCRETE, 24 IN. DIA.	4.000  EACH	1,920.00000	7,680.00

CONTRACT SCHEDULE OF PRICES

\*\*\*\*\*

Vendor No.: R.168  
 Contract ID No.: 77-0747-611  
 Primary Work Type: PCC SIDEWALK/TRAIL  
 Primary County: POLK

Bid Order No.: 105  
 Letting Date: July 19, 2016  
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0230	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	5.000 EACH	200.00000		1,000.00	
0240	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP		5,000.00	
0250	2527-9263138 PAINTED SYMBOLS AND LEGENDS, HIGH-BUILD WATERBORNE	30.000 EACH	175.00000		5,250.00	
0260	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP		5,000.00	
0270	2533-4980005 MOBILIZATION	LUMP	LUMP		20,000.00	
0280	2599-9999009 ('LINEAR FEET' ITEM) CULVERT, CONCRETE ROAD PIPE, 15 IN. DIA.	65.000 LF	25.60000		1,664.00	
0290	2601-2634100 MULCHING	2.000 ACRE	3,000.00000		6,000.00	
0300	2601-2636044 SEEDING AND FERTILIZING (URBAN)	2.000 ACRE	5,000.00000		10,000.00	
0310	2602-0000020 SILT FENCE	575.000 LF	2.50000		1,437.50	
0320	2602-0000030 SILT FENCE FOR DITCH CHECKS	120.000 LF	2.50000		300.00	
0330	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	695.000 LF	1.00000		695.00	

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# IOWADOT

## CONTRACTOR'S PERFORMANCE BOND

Bond Number: \_\_\_\_\_

Contract I.D.: \_\_\_\_\_

County: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That we, \_\_\_\_\_

of \_\_\_\_\_ (hereinafter called the Principal) and \_\_\_\_\_

of \_\_\_\_\_ (hereinafter called the Surety) are held and firmly bound unto the

\_\_\_\_\_ (hereinafter called the Contracting Authority) Iowa, in the sum of \_\_\_\_\_ (Iowa DOT, County, or City name, etc.)

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform \_\_\_\_\_

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect: otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

\_\_\_\_\_ Title

\_\_\_\_\_ Title

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

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

Address: \_\_\_\_\_ Title

Address: \_\_\_\_\_ Title

**For contracts where a County Board of Supervisors is the Contracting Authority:**

This bond approved by the \_\_\_\_\_ County, this \_\_\_\_\_ day of \_\_\_\_\_ (Board of Supervisors of) \_\_\_\_\_ Chairperson (Signature)

**For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:**

This bond approved by the \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ (Contracting Authority) \_\_\_\_\_ Title/Signature

**DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS**

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

# IOWA DOT CONTRACTOR'S PERFORMANCE BOND

Bond Number: \_\_\_\_\_

Contract I.D.: \_\_\_\_\_

County: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS: That we, \_\_\_\_\_

of \_\_\_\_\_ (hereinafter called the Principal) and \_\_\_\_\_

of \_\_\_\_\_ (hereinafter called the Surety) are held and firmly bound unto the

\_\_\_\_\_ (hereinafter called the Contracting Authority) Iowa, in the sum of \_\_\_\_\_ (Iowa DOT, County, or City name, etc.)

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform \_\_\_\_\_

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect: otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Address: \_\_\_\_\_

Address: \_\_\_\_\_

**For contracts where a County Board of Supervisors is the Contracting Authority:**

This bond approved by the \_\_\_\_\_ County, this \_\_\_\_\_ day of \_\_\_\_\_  
(Board of Supervisors of)  
\_\_\_\_\_  
Chairperson (Signature)

**For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:**

This bond approved by the \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_  
(Contracting Authority)  
\_\_\_\_\_  
Title/Signature

**DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS**  
The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

## Mark Arentsen

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**From:** Mark Arentsen [marentsen@cityofbondurant.com]  
**Sent:** Thursday, July 21, 2016 10:02 AM  
**To:** 'csullivan@cityofbondurant.com'; 'Brian Lohse'; Wes Enos (wes@wesenos.com); 'Bob Pepper'; 'jkeeler@cityofbondurant.com'; 'Doug Elrod'  
**Cc:** 'Lori Dunham'; 'Shelby Hagan'; 'MRichardson-Kugler@cityofbondurant.com'; 'Nicole Van Houten'; 'Molly Rupert'; 'Pat Collison'; 'kgrove@cityofbondurant.com'; 'bbailey@cityofbondurant.com'; 'dhiggins@cityofbondurant.com'; 'Aaron Kreuder'; 'Jill Sanders'; 'Vicki Comegys'; 'Ted Bzdega'; 'Jeff Cook'; 'Karen Hudson'; bdi@bondurantdevelopment.com; 'Allison McNichols'; 'groth@v-k.net'; 'John Micka'; 'Dennis Reynolds'; 'TJ Moberg'  
**Subject:** Gay Lea Wilson Trail Paving, Trailhead to Brick St.  
**Attachments:** SKM\_C454e16072109050.pdf

Attached is the bid tabulation for the Gay Lea Wilson trail paving project between the Trailhead and Brick St. The low bid of \$398,330 is \$109,100 below the Engineer's estimate of \$507,430. During the bid development process, it was discovered that the construction plans call for extension of a single cell box culvert at the Grant St. waterway when in fact the structure is a double cell culvert. A fix to this problem will hopefully be negotiated between the City, the contractor and the DOT. I can't guarantee how this will turn out, but negotiating a change order seems like a reasonable solution to the problem. The change order could add \$30,000 to \$40,000 to the cost. Even with this add, the low bid is still around \$70,000 under the Engineer's estimate. That's a much better outcome than I had expected. The spread between the low bid and 2nd low bid is \$81,267, so we definitely want the low bid to work. It will probably take a number of weeks to work through the contract approval process especially with the change order issue, but the way the schedule is currently set, the project should be completed this year.

Construction projects always have the potential for unexpected costs so I'm using a figure of \$450,000 as the expected cost. The City has an allocation of \$392,000 from the MPO for this work. The Lohse Family Foundation had allocated \$100,000 which made for a total of \$492,000 available for the project. The Lohse contribution was included in the Iowa Great Places application. The Iowa Great Places application included trail work, so a portion of the Iowa Great Places funding will be used for this trail paving project. At the Arts & Recreation Committee meeting next week we will be discussing extending the paved trail through the Porch Swings & Fireflies site either as a part of the current project or through a separate contract with another paver. That work will also hopefully be done this year using the Iowa Great Places funding.

Iowa Great Places funding is \$220,200. Funding not used for trail paving will be spent on other projects listed in the application. The Arts & Recreation Committee will be discussing which other projects should be pursued with the remaining funding. My focus is on getting the trail built up to and through the Porch Swings & Fireflies site this year.

*Mark Arentsen*

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515-971-6855 (Cell)  
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## 2016 BRSC Issues

*BRSC Facility Manager Jason McGrann*

I have listed a few specific examples of the problems I've encountered while working with Bondurant Little League during the 2016 season. The Bondurant Little League has grown over the past few years; however, the City added four additional fields this year. The City of Bondurant has granted every request from the Little League while the Little League has refused to compromise with the City. Little League is requesting all 12 fields at the BRSC every day from March 1, 2017 through August 1, 2017. I realize the needs of the Bondurant Little League are top priority, but I feel Little League will have plenty of space during the week so that I can generate revenue with large tournaments and events on Saturdays and Sundays.

**The main problem** – Little League management states they need every field, every day for six months due to increasing participation numbers. This would make it impossible for the BRSC to generate revenue from weekend events and tournaments.

**My solution proposals** – Solution 1: During the 2016 season, LL softball did not play games on Monday nights and LL baseball did not play games on Friday nights. LL has also refused to use field 0 (west side of Lake Petocka) because it is not located near the concession stand. If LL softball and baseball would schedule games Monday through Friday and use field 0 for practices and/or games they should have no problem fitting their schedule into a Monday through Friday format, especially with the addition of the four new quad fields. This would open up weekends for me to schedule events in order to generate revenue for the BRSC, hopefully making the BRSC self-sufficient without putting a burden on taxpayers.

Solution 2: Many Little League non-profit organizations maintain and operate city-owned complexes during the summer. The City could hand over the complex to the Little League to maintain and prep their own fields. The Little League could also host their own revenue-generating tournaments with a portion going into improving the BRSC while keeping a portion to help offset costs of maintenance, uniforms, equipment, etc. This is what the Bondurant Soccer Club currently does. The Bondurant Soccer Club raises enough money to fund the Club and maintain the fields. They even lease mowers each year to mow the fields.

After researching other Iowa communities and Little League organizations, I have found that Bondurant may have the most baseball/softball fields per capita than any other community in the state. I did not check every community in Iowa, but Bondurant has 12 total fields for a population of 5,500 and a full-time city worker and part-time staff to maintain the complex. That is very rare to have a full-time city employee maintaining fields for a Little League. For example, Ankeny's Prairie Ridge Complex has 36 fields, four concession stands and just two full-time city workers. I've listed a few Iowa communities with population and number of Little League fields:

▪ Oskaloosa	11,500 pop.	8 Little League fields
▪ Pella	10,300 pop.	8 Little League fields
▪ Norwalk	8,900 pop.	4 Little League fields
▪ Perry	7,700 pop.	7 Little League fields
▪ Atlantic	7,100 pop.	8 Little League fields

*2016 BRSC Issues*

- 1) **Friday, June 10, 2016** – Instead of contacting me for field 0 reservations, Little League contacted the team scheduled for field 0 and asked them to cancel their reservation. These situations should be requested through me. Two other fields were available in the complex and LL should not have made an outside team cancel a reservation. I handle all scheduling and should be notified.
- 2) On at least five occasions, I was not notified of makeup games and was approached by coaches a few minutes prior to the game, asking to prep fields. I'd like to have at least 24-hour notice of makeup games or schedule changes so I can schedule workers and/or adjust my work schedule.
- 3) City programs should be allowed to use the BRSC when Little League is not using fields. For example, the City Tot T-ball program should be allowed full access to the BRSC when the quad fields are not in use. Little League does not want Tot T-ball to use the complex due to parking concerns, which I don't believe is a legitimate reason. The BRSC hosted Tot T-ball during the final week of the Little League season and we had no parking issues.

# Question: Did the recent Iowa Supreme Court decision involving the Warren County Board of Supervisors change the definition of an open meeting of a governmental body?

*Editor's Note: This is a monthly column prepared by the Iowa Public Information Board to update Iowans on the IPiB's activities and provide information on some of the issues routinely addressed by the board.*

Open.Iowa.Gov



**ANSWER:** The definition of a meeting found in Iowa Code section 21.2(2) was the subject of a recent Iowa Supreme Court decision published March 18, 2016: *Peg Hutchinson, Dan Johnson, Russ Nichols, Shawn Ripperger, Leigh Ann Swain, and Shelly Vander Tug vs. Douglas Schull, Steve Wilson, Dean Yordi, the Board of Supervisors for Warren County, Iowa, and Warren County, Iowa*. To determine whether a meeting occurred as defined by Iowa Code, the Iowa Supreme Court questioned whether the three-member Board of Supervisors held a statutorily defined 'meeting' when an administrator communicated information and opinions from one supervisor to another.

According to Iowa Code section 21.2(2), a meeting is a:

"...gathering in person or by electronic means, formal or informal, of a majority of the members of a governmental body where there is deliberation or action upon any matter within the scope of the governmental body's policy-making duties. Meetings shall not include a gathering of members of a governmental body for purely ministerial or social purposes when there is no discussion of policy or no intent to avoid the purposes of this chapter."

In the Warren County case, the three-member board of supervisors each met separately with the same county administrator to discuss a reorganization plan for county employees. While each individual meeting did not create a quorum of the

elected supervisors, the county administrator communicated with each supervisor about the other supervisors' opinions and how each would vote on this issue. The county administrator met individually with each of the supervisors several times to facilitate a compromise on how the reorganization would occur and which positions would be eliminated. When the supervisors finally met in an open meeting, little discussion was needed for the Board to approve eliminating the positions of eleven county employees.

The Court questioned the meaning of the phrase "a gathering in person or by electronic means, formal or informal, of a majority of the members of a governmental body" when defining a meeting. The Court questioned whether "temporal proximity" between two of the three supervisors needed to exist in order to create a majority or quorum or whether the administrator, acting as a supervisor's agent, was the legal equivalent of the presence of a second supervisor, creating a quorum.

In answering the question of whether the administrator can legally be another supervisor's agent, the Court considered the common law of agency to resolve the ambiguity in the statute. The Court held support staff can function as an agent or proxy to a supervisor. The Court struck down the district court opinion for not including agency principles in its legal analysis and remanded for reconsideration of the question with agency prin-

ciples in mind. The Court held that supervisors using agents to deliberate on their behalf is the legal equivalent of an in-person gathering of a majority of supervisors and extended the definition of a meeting for purposes of Iowa Code section 21.2(2) to include an in-person gathering attended by a majority of supervisors, including an agent or proxy for one or more supervisors.

The decision has raised numerous questions and differing opinions concerning what the impact of the ruling will be on governmental bodies, particularly on those with smaller memberships. To what extent could this decision stifle the ability of staff to meet with board or council members to discuss projects or proposals outside formal open meetings? Could the decision impact the ability of a governmental body to work efficiently and effectively?

In an effort to address questions and concerns about the impact of the Warren County decision, the Iowa Public Information Board is preparing to issue an advisory opinion on the issue. Anyone with comments or information on the subject is invited to contact IPiB staff at 515-725-1781 or email ([ipib@iowa.gov](mailto:ipib@iowa.gov)).

Opinions, rulings, FAQs, monthly columns, and training documents are available on the IPiB website - [www.ipib.iowa.gov](http://www.ipib.iowa.gov). Questions for the IPiB can be posted on the website or by calling 515-725-1781.

## IPiB Facts and Figures

During the month of April 2016, 65 contacts were made with the Iowa Public Information Board office.

TYPE	APRIL 2016	2016 YEAR-TO-DATE
Formal complaints	11	42
Advisory opinions	2	8
Declaratory orders	0	1
Informal complaints	4	32
Informal requests	48	206
Miscellaneous	0	4
<b>TOTAL:</b>	<b>65</b>	<b>293</b>

### Who can contact the IPiB and how long does it take?

Any person can contact the IPiB for assistance by telephone (515-725-1781), by email, or on the website. So far, in 2016, 293 identifiable people have contacted the IPiB. Of these, 47% were private citizens, 40% were government officials or employees, and 13% were members of the media.

In the month of April 2016, 66% of the incoming contacts were resolved the same day, 13% were resolved in one to five days, and 21% were resolved six or more days.