

Posting Date: September 30, 2016

**NOTICE OF A REGULAR MEETING  
BONDURANT CITY COUNCIL  
OCTOBER 3, 2016**

**NOTICE IS HEREBY GIVEN** that a Regular Meeting of the City Council will be held at 6:00 p.m. on Monday, October 3, 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. Selection of Meeting Chair Person
4. Pledge of Allegiance
5. Abstentions declared
6. Perfecting and Approval of the Agenda
7. 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 September 19, 2016
  - b. Receive and File - Planning & Zoning Commission Meeting Minutes of August 25, 2016 & September 8, 2016
  - c. Claims Report
  - d. Tax Abatement Applications
  - e. Delinquent Account Listing and Utility Billing Bad Debt Listing
  - f. Liquor/Beer License Applications
8. Polk County Sheriff's Report
9. Guests requesting to address the City Council
10. **PRESENTATION** - Jeff Schott, The University of Iowa - Citizen Surveys
11. **HEARING** - Relative to an appeal from John Mistretta regarding Bondurant Utilities Offset
12. Council Decision regarding Applicant's Appeal Request
13. **RESOLUTION NO. 16-161** - Resolution appointing Karen Keeran to the Board of Adjustment
14. **RESOLUTION NO. 16-162** - Resolution of appreciation for Jason Greubel for Representing the City of Bondurant on the Polk County Aviation Authority Board
15. **RESOLUTION NO. 16-163** - Resolution authorizing the use of one or more Preliminary Official Statements and setting the date of hearing on the issuance of Revenue Refunding Bonds in multiple series for the benefit of Luther Park Health Center, Inc.
16. **RESOLUTION NO. 16-164** - Resolution approving the Site Plan for 1200 Prairie Drive, Southwest
17. **RESOLUTION NO. 16-165** - Resolution approving the Plat of Survey for Hawthorne Crossing Lot 1
18. **RESOLUTION NO. 16-166** - Resolution approving the Final Plat for Payton Ridge Plat 2
19. **RESOLUTION NO. 16-167** - Resolution approving Issuance of Letter to the Iowa Department of Transportation approving an Auto Dealer's License for Michael H. Kossack at 3400 Henry Street, Southwest, Unit #6

20. **RESOLUTION NO. 16-168** – Resolution approving Change Order #1 for RW Excavating and Dozing for the Gay Lea Wilson Trail Segment 3 Project
21. **RESOLUTION NO. 16-169** – Resolution approving the City Administrator to Write-Off Uncollectable Ambulance Charges
22. **ORDINANCE NO. 16-215** – (Second Reading) Ordinance amending Chapter 92, Water Rates, Removing the Elderly Service Availability Charge of \$3.57 Effective 1/1/17
23. **ORDINANCE NO. 16-216** – (Second Reading) Ordinance amending, Chapter 106, Collection of Solid Waste, of the City Code of the City of Bondurant, Iowa, by Removing Elderly 48 Gallon Toter Rate of \$7.67 Effective 1/1/17
24. **RESOLUTION NO. 16-170** – Resolution approving the Site Plan Revision for Arbor Ridge Villas Plat 2
25. **RESOLUTION NO. 16-171** – Resolution approving the Site Plan for 85 Paine Street, Southeast
26. Discussion Items –
  - a. Bee Keeping
  - b. Little League Lease
27. Reports / Comments and appropriate action thereon:
  - a. Mayor
  - b. City Administrator
  - c. Council Members
  - d. City Attorney
28. Adjournment

City Council Meetings:

- Regular Meeting, October 17, 2016
- Special Meeting, October 24, 2016
- Regular Meeting, November 7, 2016
- Regular Meeting, November 21, 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  
September 19, 2016 6:00 P.M.  
Bondurant City Center

1. Roll Call

Present: Mayor Curt Sullivan, Council Member Wes Enos, Council Member Doug Elrod,  
Council Member Bob Peffer

Absent: Council Member Jen Keeler, Council Member Brian Lohse

City Officials

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

2. Call to Order and Declaring a Quorum

Mayor Curt Sullivan called the meeting to order at 6:00 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 September 6, 2016
- b. Receive and File – Parks & Rec. Board Meeting Minutes of August 22, 2016
- c. Receive and File – Library Board Meeting Minutes of July 7, 2016 & Librarian Report
- d. Claims Report & Bondurant Financial Statement (emailed 09/16/16)
- e. Tax Abatement Applications

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

7. Polk County Sheriff's Report – Deputy Matt Schnur reported to Council that they have been focusing on juvenile based issues in Bondurant.

8. Guests requesting to address the City Council – Isiah Klapp, 1007 Grant Street, South, explained to Council his concerns with the trail being installed in front of his house. City Engineer Bob Veenstra commented on the concerns.

9. **RESOLUTION NO. 16-115** – Resolution approving the City Encroachment Policy

Moved by Peffer, seconded by Enos, to approve RESOLUTION NO. 16-115. Roll Call: Ayes: Peffer, Enos, Elrod. Nays: None. Absent: Lohse, Keeler. Motion Carried 3-0.

10. **RESOLUTION NO. 16-160** - Resolution approving Iowa Interactive as a Online Registration Service Provider

Moved by Enos, seconded by Elrod, to approve RESOLUTION NO. 16-160. Roll Call: Ayes: Peffer, Enos, Elrod. Nays: None. Absent: Lohse, Keeler. Motion Carried 3-0.

11. **ORDINANCE NO. 16-215** - (Second Reading) Ordinance amending Chapter 92, Water Rates, Removing the Elderly Service Availability Charge of \$3.57 Effective 1/1/17

Moved by Elrod, seconded by Enos, to table the second reading of ORDINANCE NO. 16-215. Roll Call: Ayes: Peffer, Enos, Elrod. Nays: None. Absent: Lohse, Keeler. Motion Carried 3-0.

12. **ORDINANCE NO. 16-216** - (Second Reading) Ordinance amending, Chapter 106, Collection of Solid Waste, of the City Code of the City of Bondurant, Iowa, by Removing Elderly 48 Gallon Toter Rate of \$7.67

Moved by Elrod, seconded by Enos, to table the second reading of ORDINANCE NO. 16-216. Roll Call: Ayes: Peffer, Enos, Elrod. Nays: None. Absent: Lohse, Keeler. Motion Carried 3-0.

Moved by Enos, seconded by Peffer, to close the regular City Council meeting at 6:51 p.m. and move into Closed Session. Roll Call: Ayes: Peffer, Enos, Elrod. Nays: None. Absent: Lohse, Keeler. Motion Carried 3-0.

13. **CLOSED SESSION** - Pursuant to Iowa Code 21.5.1(c) to discuss potential litigation

Mayor Sullivan closed the Closed Session at 7:16 p.m. and moved back into the regular City Council meeting.

14. Discussion Items -

- a. Bee Keeping - Council Member Enos reported a resident's concern about another resident's beehive. This will be discussed at the next Council meeting.
- b. Memorial Items Policy - A draft policy was distributed and discussed. Other communities' policies will be taken into consideration for the final draft.
- c. Old Town Tree Maintenance - There are several areas around town that are not compliant with the City Code. Public Works Staff will create a list, and letters will be sent out.
- d. City Administrator Position Filling Timeline - City Administrator Arentsen explained the timeline to the Council. Council agreed with the timeline as presented.

15. Reports / Comments and appropriate action thereon:

- a. Mayor - Minimum wage Ordinance.
- b. City Administrator - Lake Petocka restrooms done, trail work underway, bike ride yesterday, Board of Adjustment meeting, BRSC meeting rescheduled, playground mulch for City Park, Open House for the Business Center.
- c. Council Members
  - Elrod - Absent on November 7.
  - Enos - None.
  - Peffer - EPRD meeting, Home Base Iowa, arena.
- d. City Attorney - Minimum wage Ordinance.

21. Adjournment

Moved by Peffer, seconded by Elrod, to adjourn the meeting at 7:38 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 September 19, 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  
August 25, 2016  
MINUTES**

**1. Call to Order**

Commission Chair Dave Higgins called the meeting to order at 6:00 p.m.

**2. Roll Call**

Roll call was taken and a quorum was declared.

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

Absent: Commission Member Karen Hudson, Commission Member Laura Wood, Commission Member Tamara Russell

City Officials

Present: City Administrator Mark Arentsen, Utility Clerk Misty Richardson-Kugler

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

Moved by McCleary, seconded by Kromrie, to approve the agenda. Vote on Motion 4-0. Motion declared carried unanimously.

**4. Approval of the Commission Minutes**

Moved by McCleary, seconded by Kromrie, to approve July 28, 2016 Commission Minutes. Vote on Motion 4-0. Motion declared carried unanimously.

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

**6. RESOLUTION PZ-16-28 – Resolution approving the Plat of Survey for the Cell Tower**

Sue Ugulini, 105 Main St. SE, Bondurant, IA was present to represent Leon and Joan Von Stein. Cell tower is already in place.

Moved by Kromrie, seconded by McCleary, to approve RESOLUTION PZ-16-28. Roll Call: Ayes: Kromrie, Higgins, Clayton, McCleary. Nays: None. Absent Hudson, Wood, Russell. Motion Carried 4-0.

**7. RESOLUTION PZ-16-29 – Resolution approving the Site Plan for Iowa Erosion Control**

Randy Miller, Vice President of Iowa Erosion Control stated this will be a temporary site for 30 days to stage vehicles and equipment while doing repair work on I-80/35 for the Iowa Department of Transportation.

Moved by Clayton, seconded by McCleary, to approve RESOLUTION PZ-16-29. Roll Call: Ayes: Kromrie, Higgins, Clayton, McCleary. Nays: None. Absent: Hudson, Wood, Russell. Motion Carried 4-0.

**8. RESOLUTION NO-16-30** – Resolution recommending approval of rezoning the property at 600 3<sup>rd</sup> Street, Southeast from C-2 to R-2

Commission Chair Higgins suggested getting approval letters from nearby residents to change zoning to an R-2. A variance will be needed to build a house on specified location.

Moved by McCleary, seconded by Clayton, to approve RESOLUTION PZ-16-30. Roll Call: Ayes: Kromrie, Higgins, Clayton, McCleary. Nays: None. Absent: Hudson, Wood, Russell. Motion Carried 4-0.

**9. RESOLUTION NO-16-31** – Resolution approving the Final Plat for Renaud Heights Plat 3.

Moved by Kromrie, seconded by Clayton, to approve RESOLUTION PZ-16-31. Roll Call: Ayes: Kromrie, Higgins, Clayton, McCleary. Nays: None. Absent: Hudson, Wood, Russell. Motion Carried 4-0.

**10. Discussion Items**

- a. Kossack Dealer- Dealer was not present to explain and answer questions from the Commission.
- b. Bulk Regulations- Joint meeting on October 24, 2016 with the Planning & Zoning Commission and City Council.

**11. Reports and Comments**

**a. Commission Member Comments**

Commission Member Kromrie – Would like to take a field trip on September 8, 2016 to Grimes and have Commission look at new development with collector streets. Kromrie is providing the van.

Commission Member McCleary – Commented on the over grown grass at Porch Swings and Fireflies

Commission Member Clayton - Suggested letting residents know on mass media that PS&FF is going to be prairie grasses. Sankey Summit has filled in the ditch on the Westside of Grant and is using it as parking, ditch fill was not in plan and they need to find another way of taking care of traffic control. Questioned the height of the fire hydrant in the west part of Blue Jay Landing, and inquired about the stop sign placement on the corner of 5th St. NE and Lincoln St. NE

**b. Commission Chair Comments** – Reminder that there is an opening with the Planning and Zoning Commission.

**c. City Administrator Comments** – Informed the Commission that the trail paving down Main should start in mid September and be completed by end of October.

**12. Adjournment**

Moved by McCleary, seconded by Clayton, to adjourn the meeting at 6:50 p.m. Vote on Motion 4-0.  
Motion declared carried unanimously.

Commission Chair, David Higgins	Utility Clerk, Misty Richardson-Kugler

**CITY OF BONDURANT  
PLANNING AND ZONING COMMISSION  
September 8, 2016  
MINUTES**

**1. Call to Order**

Commission Chair Dave Higgins called the meeting to order at 6:05 p.m.

**2. Roll Call**

Roll call was taken and a quorum was not declared.

Present: Commission Chair Dave Higgins, Commission Member Jeff Kromrie, Commission Member Brian Clayton, Commission Member Karen Hudson

Absent: Commission Member Laura Wood, Commission Member Tamara Russell, Commission Member Roy McCleary

City Officials

Present: City Administrator Mark Arentsen, City Clerk Shelby Hagan, Council Member Doug Elrod

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

No quorum present.

**4. Approval of the Commission Minutes**

No quorum present.

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

Commission Member Kromrie arrived at 6:09 p.m.

**10. Discussion Items**

a. Kossack Dealer – Mike Kossack presented to the Commission his plan for the site. The Iowa Department of Transportation is forcing him to obtain a dealer's license due to the amount of vehicles he owns. He is requesting a letter from the City that the area is properly zoned for his intention of use. The site would not include retail or any outdoor vehicle displays. Kossack will have his attorney draw up an agreement and send it to City Administrator Mark Arentsen.

**11. Reports and Comments**

**a. Commission Member Comments**

Commission Member Clayton – Questioned C&R Discount's parking lot.

Commission Member Kromrie – Additional parking at C&R Discount, grass violators.

Commission Member Hudson – None.

b. Commission Chair Comments – Joint meeting with Council on Monday, October 24 to discuss Bulk Regulations.

c. City Administrator Comments – Three Site Plans next meeting.

**12. Adjournment**

Moved by Kromrie, seconded by Hudson, to adjourn the meeting at 6:59 p.m. Vote on Motion 4-0. 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				
49844	9/23/2016	3129	MARGARET L CHRISTIAN	480.66			
49845	9/23/2016	5103	PATRICK COLLISON	1405.52			
49846	9/23/2016	4139	TABITHA M SCOTT	530.62			
				-----			
				2416.80			
				ACH TRANSACTIONS			
159101	9/23/2016	8402	MARK J ARENTSEN	2323.51			
159201	9/23/2016	7104	BOYCE E BAILEY	1236.23			
159301	9/23/2016	4130	RONALD J BROWN	364.78			
159401	9/23/2016	3118	JENNIFER CAMPBELL	1062.95			
159501	9/23/2016	5113	LORI DUNHAM	1451.73			
159601	9/23/2016	4140	SARA M FISCHER	103.68			
159701	9/23/2016	7101	KENNETH E GROVE	1414.37			
159801	9/23/2016	5118	SHELBY HAGAN	1142.49			
159901	9/23/2016	7105	DAVID HIGGINS	1194.07			
160001	9/23/2016	4135	JOSH D JONES	725.12			
160101	9/23/2016	3135	MICHELL M KLINKER-FELD	705.64			
160201	9/23/2016	1441	AARON M KREUDER	1743.14			
160301	9/23/2016	7106	JASON L MCGRANN	1109.63			
160401	9/23/2016	1504	REBECCA L MORRIS	720.58			
160501	9/23/2016	3130	MARILYN M O'BRIEN	1016.95			
160601	9/23/2016	5119	MISTY L RICHARDSON-KUGLER	200.00			
160602	9/23/2016	5119	MISTY L RICHARDSON-KUGLER	5.00			
160603	9/23/2016	5119	MISTY L RICHARDSON-KUGLER	815.30			
160701	9/23/2016	5122	MOLLY E RUPERT	975.26			
160801	9/23/2016	3128	JILL C SANDERS	1379.18			
160901	9/23/2016	1478	PATRICIA E SMITH	404.94			
161001	9/23/2016	5121	NICOLE M VAN HOUTEN	1012.18			
161101	9/23/2016	4132	JANETTE L YOUNG	172.80			
				-----			
				21279.53			
				BANK TOTAL	23696.33		
				REPORT TOTAL	23696.33		

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				LEGACY BANK			
				1473 ACCESS SYSTEMS LEASING			
19367483	1	10/04/16	10/04/16	COPIER	324.83	001 001-410-6499	1
	2			SERVER SUPPORT	361.00	001 001-410-6725	1
	3			THIN CLIENT SUPPORT	21.00	001 001-410-6725	1
				INVOICE TOTAL	706.83		
				VENDOR TOTAL	706.83		
				1516 ACCESS SYSTEMS			
INV459827	1	10/04/16	10/04/16	WALLPAPER DEFAULT	165.00	001 001-410-6419	1
				INVOICE TOTAL	165.00		
INV464900	1	10/04/16	10/04/16	VMWARE RENEWAL	86.24	001 001-410-6419	1
				INVOICE TOTAL	86.24		
INV466749	1	10/04/16	10/04/16	FRONT DESK FREEZE	247.50	001 001-410-6419	1
				INVOICE TOTAL	247.50		
				VENDOR TOTAL	498.74		
				11 ALTOONA FIRE DEPT			
427/133289	1	10/04/16	10/04/16	AMBULANCE DOS 9/6/16	250.00	001 001-160-6413	1
				INVOICE TOTAL	250.00		
478/133612	1	10/04/16	10/04/16	AMBULANCE DOS 9/14/16	250.00	001 001-160-6413	1
				INVOICE TOTAL	250.00		
916/133507	1	10/04/16	10/04/16	AMBULANCE ADMIN	400.00	001 001-160-6413	1
				INVOICE TOTAL	400.00		
926/133900	1	10/04/16	10/04/16	AMBULANCE ADMIN	100.00	001 001-160-6413	1
				INVOICE TOTAL	100.00		
				VENDOR TOTAL	1,000.00		
				1759 ALTOONA MULCH			
4604	1	10/04/16	10/04/16	MULCH-CITY PARK	1,608.75	335 335-430-6580	1
				INVOICE TOTAL	1,608.75		
				VENDOR TOTAL	1,608.75		
				37 ARDICK EQUIPMENT COMPANY			
8051	1	10/04/16	10/04/16	STREET SIGNS-SANKEY SUMM	912.25	001 001-210-6499	1
				INVOICE TOTAL	912.25		
8052	1	10/04/16	10/04/16	STREET SIGNS	187.25	110 110-210-6509	1
				INVOICE TOTAL	187.25		
				VENDOR TOTAL	1,099.50		
				1056 MARK ARENTSEN			
10032016	1	10/04/16	10/04/16	MILEAGE ALLOW OCT 2016	165.00	001 001-621-6240	1
	2			MILEAGE ALLOW OCT 2016	165.00	600 600-812-6240	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
	3			MILEAGE ALLOW OCT 2016	170.00	610		610-817-6240	1
				INVOICE TOTAL	500.00				
				VENDOR TOTAL	500.00				
2032205507	1	10/04/16	10/04/16	48 BAKER & TAYLOR BOOKS-23	293.27	001		001-410-6502	1
				INVOICE TOTAL	293.27				
2032206423	1	10/04/16	10/04/16	BOOKS-4	48.71	001		001-410-6502	1
				INVOICE TOTAL	48.71				
2032226736	1	10/04/16	10/04/16	BOOKS-5	68.28	001		001-410-6502	1
				INVOICE TOTAL	68.28				
2032238677	1	10/04/16	10/04/16	BOOKS-13	160.91	001		001-410-6502	1
				INVOICE TOTAL	160.91				
2032256060	1	10/04/16	10/04/16	BOOKS-18	248.98	001		001-410-6502	1
				INVOICE TOTAL	248.98				
2032262405	1	10/04/16	10/04/16	BOOKS-4	52.68	001		001-410-6502	1
				INVOICE TOTAL	52.68				
2032266333	1	10/04/16	10/04/16	BOOKS-8	111.57	001		001-410-6502	1
				INVOICE TOTAL	111.57				
				VENDOR TOTAL	984.40				
103826	1	10/04/16	10/04/16	1718 BRICK STREET MARKET SUPPLIES	26.60	001		001-410-6507	1
				INVOICE TOTAL	26.60				
112981	1	10/04/16	10/04/16	MTG REFRESHMENTS	35.05	001		001-410-6240	1
				INVOICE TOTAL	35.05				
				VENDOR TOTAL	61.65				
0923859	1	10/04/16	10/04/16	1282 JENNIFER CAMPBELL WALGREENS FLU SHOT	31.99	001		001-410-6580	1
				INVOICE TOTAL	31.99				
				VENDOR TOTAL	31.99				
422746	1	10/04/16	10/04/16	84 CARPENTER UNIFORM & PROMOTION SHIRT;EMBLEMS-PHEARMAN	26.99	001		001-150-6181	1
	2			SHIRT;EMBLEMS-PHEARMAN	26.99	001		001-160-6181	1
				INVOICE TOTAL	53.98				
				VENDOR TOTAL	53.98				
07065889	1	10/04/16	10/04/16	1150 CENTER FOR ED & EMPLOYMENT LAW EMPLOYMENT LAW TEXTBOOK;	127.48	001		001-150-6220	1
	2			EMPLOYMENT LAW TEXTBOOK;	127.47	001		001-160-6220	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				INVOICE TOTAL	254.95		
				VENDOR TOTAL	254.95		
09192016	1	10/04/16	10/04/16	1139 CENTRAL IOWA STRIPING CROSSWALK STRIPING-6	750.00	110 110-210-6417	1
				INVOICE TOTAL	750.00		
				VENDOR TOTAL	750.00		
9670082916	1	10/04/16	10/04/16	1515 CENTURYLINK SERVICES	68.99	610 610-816-6373	1
				INVOICE TOTAL	68.99		
9672418916	1	10/04/16	10/04/16	SERVICES	310.02	001 001-650-6373	1
				INVOICE TOTAL	310.02		
9672668916	1	10/04/16	10/04/16	SERVICES	65.77	001 001-410-6373	1
	2			SERVICES	164.94	001 001-410-6419	1
				INVOICE TOTAL	230.71		
9674790916	1	10/04/16	10/04/16	SERVICES	238.08	001 001-410-6373	1
				INVOICE TOTAL	238.08		
9674902916	1	10/04/16	10/04/16	SERVICES	107.26	001 001-150-6373	1
	2			SERVICES	107.26	001 001-160-6373	1
				INVOICE TOTAL	214.52		
9675778916	1	10/04/16	10/04/16	SERVICES	82.98	110 110-210-6373	1
				INVOICE TOTAL	82.98		
				VENDOR TOTAL	1,145.30		
07292016	1	10/04/16	10/04/16	1732 MARGARET CHRISTIAN MILEAGE REIMB 6/1-7/29/1	16.47	001 001-410-6240	1
				INVOICE TOTAL	16.47		
				VENDOR TOTAL	16.47		
762472165	1	10/04/16	10/04/16	1228 CINTAS CORPORATION #762 LAUNDRY 9/6/16	28.38	001 001-650-6409	1
	2			LAUNDRY 9/6/16	30.07	110 110-210-6499	1
	3			LAUNDRY 9/6/16	13.87	001 001-150-6499	1
				INVOICE TOTAL	72.32		
762474879	1	10/04/16	10/04/16	LAUNDRY 9/20/16	28.38	001 001-650-6409	1
	2			LAUNDRY 9/20/16	39.54	110 110-210-6499	1
	3			LAUNDRY 9/20/16	13.87	001 001-150-6499	1
				INVOICE TOTAL	81.79		
				VENDOR TOTAL	154.11		
255675955	1	10/04/16	10/04/16	939 OCCUPATIONAL HEALTH CTR OF SW PRE-EMPLOY PHYSICALS-KAM	757.50	001 001-150-6230	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				GRAY, IRVING			
				INVOICE TOTAL	757.50		
				VENDOR TOTAL	757.50		
451892-IN	1	10/04/16	10/04/16	1580 D & K PRODUCTS STERILANT-URBAN PRAIRIE	90.00	335 335-430-6797	1
				INVOICE TOTAL	90.00		
				VENDOR TOTAL	90.00		
5957224	1	10/04/16	10/04/16	134 DEMCO DATE DUE SLIPS,FOLDERS,D	100.20	001 001-410-6506	1
				INVOICE TOTAL	100.20		
				VENDOR TOTAL	100.20		
1078005	1	10/04/16	10/04/16	142 DES MOINES STAMP MANUFACTURING NAMEPLATE-LYMAN	12.50	001 001-430-6506	1
				INVOICE TOTAL	12.50		
				VENDOR TOTAL	12.50		
G46566	1	10/04/16	10/04/16	146 DES MOINES AREA COMM COLLEGE DRIVER PUMPER TEXTBOOKS-	372.00	001 001-150-6230	1
				INVOICE TOTAL	372.00		
G46588	1	10/04/16	10/04/16	PEDIATRIC EMERG TRAINING	15.00	001 001-160-6230	1
				INVOICE TOTAL	15.00		
S1324368	1	10/04/16	10/04/16	AMBULANCE TRAINING-DICKS	879.00	001 001-160-6230	2
				INVOICE TOTAL	879.00		
				VENDOR TOTAL	1,266.00		
V-US-27913	1	10/04/16	10/04/16	1311 ENVISIONWARE INC. ANNUAL SYS MAINTENANCE	354.45	001 001-410-6499	1
				INVOICE TOTAL	354.45		
				VENDOR TOTAL	354.45		
4498131	1	10/04/16	10/04/16	160 LANDUS COOPERATIVE BARN LIME	5.95	610 610-816-6507	1
				INVOICE TOTAL	5.95		
				VENDOR TOTAL	5.95		
000243	1	10/04/16	10/04/16	985 FIRE SERVICE TRAINING BUREAU CERTIFICATION FEES-GILBE HARMISON,PHEARMAN	150.00	001 001-150-6230	1
				INVOICE TOTAL	150.00		
				VENDOR TOTAL	150.00		

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
0154 916	1	10/04/16	10/04/16	1069 FIRST NATIONAL BANK OMAHA CMS MEDICARE REVALIDATIO	554.00	001		001-160-6499	1
	2			LEAGUE OF CITIES CONF, PA	260.25	001		001-621-6240	1
	3			SIGNAL CELLULAR INS-HIGG	87.50	600		600-811-6373	1
	4			SIGNAL CELLULAR INS-HIGG	87.50	610		610-816-6373	1
	5			ANKENY CUSTOM FRAMING-BO	48.91	001		001-650-6506	1
	6			AMAZON-BOOKS	257.49	001		001-410-6502	1
	7			AMAZON-SUPPLIES	66.49	001		001-410-6599	1
	8			INPRO CORP	96.47	001		001-410-6310	1
				INVOICE TOTAL	1,458.61				
				VENDOR TOTAL	1,458.61				
2-736970-2	1	10/04/16	10/04/16	913 G & L CLOTHING HI-VIS SWEATSHIRTS-3	111.57	600		600-811-6181	1
	2			HI-VIS SWEATSHIRTS-3	111.57	610		610-816-6181	1
				INVOICE TOTAL	223.14				
				VENDOR TOTAL	223.14				
987297187	1	10/04/16	10/04/16	179 GRAYBAR LOCKING TIES	179.16	600		600-811-6727	1
				INVOICE TOTAL	179.16				
				VENDOR TOTAL	179.16				
09232016	1	10/04/16	10/04/16	1927 HARTER CONCRETE LLC CONCRETE WORK-BIKE PARKI BEHIND 106 1ST ST SE,TRA	2,082.50	001		001-430-6320	1
				INVOICE TOTAL	2,082.50				
				VENDOR TOTAL	2,082.50				
5223	1	10/04/16	10/04/16	1136 HILL BROS ASPHALT ASPHALT PATCHING-NE 88TH	16,800.00	110		110-210-6417	1
				INVOICE TOTAL	16,800.00				
				VENDOR TOTAL	16,800.00				
56025	1	10/04/16	10/04/16	206 HYDRO KLEAN CLEAN SHOP PIT	600.00	110		110-210-6310	1
	2			CLEAN SHOP PIT	192.82	001		001-430-6310	1
	3			CLEAN SHOP PIT	192.82	600		600-811-6310	1
	4			CLEAN SHOP PIT	192.81	610		610-816-6310	1
				INVOICE TOTAL	1,178.45				
				VENDOR TOTAL	1,178.45				
107241 316	1	10/04/16	10/04/16	238 IOWA WORKFORCE DEVELOPMENT 3RD QTR SUI LIABILITY	3.99	112		112-150-6170	1
	2			3RD QTR SUI LIABILITY	3.99	112		112-160-6170	1
	3			3RD QTR SUI LIABILITY	32.37	112		112-410-6170	1
	4			3RD QTR SUI LIABILITY	21.06	112		112-430-6170	1
	5			3RD QTR SUI LIABILITY	26.86	112		112-621-6170	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	6			3RD QTR SUI LIABILITY	19.13	112	112-210-6170	1
	7			3RD QTR SUI LIABILITY	12.47	600	600-811-6170	1
	8			3RD QTR SUI LIABILITY	12.47	610	610-816-6170	1
	9			3RD QTR SUI LIABILITY	4.62	112	112-170-6170	1
	10			3RD QTR SUI LIABILITY	3.61	741	741-865-6170	1
	11			3RD QTR SUI LIABILITY	7.15	112	112-440-6170	1
	12			3RD QTR SUI LIABILITY	.67	112	112-180-6170	1
				INVOICE TOTAL	148.39			
				VENDOR TOTAL	148.39			
INV62559	1	10/04/16	10/04/16	210 IMWCA WORK COMP PREM 16-17 #5	6,559.00	112	112-621-6160	1
				INVOICE TOTAL	6,559.00			
				VENDOR TOTAL	6,559.00			
R12052489:	1	10/04/16	10/04/16	1402 INTERSTATE POWER SYSTEMS INC. BATTERIES-3;CAC LEAK-EXH BRAKE,GASKET	1,412.78	001	001-150-6332	1
				INVOICE TOTAL	1,412.78			
				VENDOR TOTAL	1,412.78			
04232016	1	10/04/16	10/04/16	9999999999 2952 PAUL JOHNSON REIMBURSE TREE REMOVAL;S	900.00	110	110-210-6499	1
				INVOICE TOTAL	900.00			
09182015	1	10/04/16	10/04/16	REIMBURSE TREE LIMB REMO	265.00	110	110-210-6499	1
				INVOICE TOTAL	265.00			
				VENDOR TOTAL	1,165.00			
PINV422759	1	10/04/16	10/04/16	564 STOREY KENWORTHY/MATT PARROTT FORMAL ENVELOPES-SURVEYS	395.74	001	001-520-6580	1
	2			FORMAL ENVELOPES	51.30	600	600-812-6414	1
	3			FORMAL ENVELOPES	51.30	610	610-817-6414	1
	4			FORMAL ENVELOPES	51.29	670	670-840-6414	1
				INVOICE TOTAL	549.63			
				VENDOR TOTAL	549.63			
09232016	1	10/04/16	10/04/16	1959 JASON MCGRANN REIMBURSE MOSQUITO TEST	20.60	001	001-350-6230	1
				INVOICE TOTAL	20.60			
				VENDOR TOTAL	20.60			
241 92016	1	10/04/16	10/04/16	40 MEDIACOM INTERNET	115.90	001	001-621-6373	1
				INVOICE TOTAL	115.90			
				VENDOR TOTAL	115.90			

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
17164	1	10/04/16	10/04/16	842 MENARDS CARPET SQUARES	1.61 1.61	001 001-410-6599	1
				INVOICE TOTAL	1.61		
17173	1	10/04/16	10/04/16	JACK;PAINT,CLEANING SUPP	74.29 74.29	001 001-160-6507	1
				INVOICE TOTAL	74.29		
				VENDOR TOTAL	75.90		
635101	1	10/04/16	10/04/16	599 MICROMARKETING LLC UNCD	35.00 35.00	001 001-410-6502	1
				INVOICE TOTAL	35.00		
635638	1	10/04/16	10/04/16	UNCD	35.00 35.00	001 001-410-6502	1
				INVOICE TOTAL	35.00		
636753	1	10/04/16	10/04/16	UNCD	39.99 39.99	001 001-410-6502	1
				INVOICE TOTAL	39.99		
				VENDOR TOTAL	109.99		
10022016	1	10/04/16	10/04/16	1153 JILL MOLAND CLEANING	400.00 400.00	001 001-650-6499	1
				INVOICE TOTAL	400.00		
				VENDOR TOTAL	400.00		
0635847-IN	1	10/04/16	10/04/16	308 MUNICIPAL SUPPLY BARNES PUMP-BRSC LIFT ST	1,847.00 1,847.00	610 610-816-6350	1
				INVOICE TOTAL	1,847.00		
636489-IN	1	10/04/16	10/04/16	STORMWATER GRID-129 SNYD	239.50	741 741-865-6350	1
	2			CULVERT COVER-GRANT TRAI	63.00	741 741-865-6350	1
				INVOICE TOTAL	302.50		
				VENDOR TOTAL	2,149.50		
70007690	1	10/04/16	10/04/16	286 METRO WASTE AUTHORITY GARBAGE STICKERS	290.00 290.00	670 670-840-6580	1
				INVOICE TOTAL	290.00		
70007715	1	10/04/16	10/04/16	CURB-IT FEE	4,517.58 4,517.58	670 670-840-6435	1
				INVOICE TOTAL	4,517.58		
				VENDOR TOTAL	4,807.58		
09272016	1	10/04/16	10/04/16	1926 KARRIE NICHOLSON-WILLIAMS CPR TRAINING-KLINKER-FEL	35.00 35.00	001 001-410-6240	1
				INVOICE TOTAL	35.00		
				VENDOR TOTAL	35.00		
2233877001	1	10/04/16	10/04/16	322 OFFICE DEPOT INC BUBBLE MAILERS	39.99	001 001-410-6506	1

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	39.99			
2233925001	1	10/04/16	10/04/16	CLOCK, CARD STOCK, TAPE	44.32	001	001-410-6506	1
	2			CONSTRUCTION PAPER	22.27	001	001-410-6599	1
				INVOICE TOTAL	66.59			
2233926001	1	10/04/16	10/04/16	CONSTRUCTION PAPER	3.39	001	001-410-6599	1
				INVOICE TOTAL	3.39			
2233927001	1	10/04/16	10/04/16	CONSTRUCTION PAPER	3.39	001	001-410-6599	1
				INVOICE TOTAL	3.39			
4545366001	1	10/04/16	10/04/16	RECEIPT BOOKS-10	19.35	600	600-812-6506	1
	2			RECEIPT BOOKS-10	19.35	610	610-817-6506	1
	3			LEGAL PADS-3	17.40	001	001-160-6506	1
				INVOICE TOTAL	56.10			
5211599001	1	10/04/16	10/04/16	TONER	129.97	600	600-812-6506	1
	2			TONER	129.97	610	610-817-6506	1
	3			TONER	129.97	001	001-621-6506	1
	4			QUADRANT MAP BINDERS	52.98	600	600-812-6506	1
	5			QUADRANT MAP BINDERS	52.97	610	610-817-6506	1
	6			QUADRANT MAP BINDERS	52.97	741	741-865-6506	1
				INVOICE TOTAL	548.83			
				VENDOR TOTAL	718.29			
51720	1	10/04/16	10/04/16	1234 OMNI-SITE.NET UPGRADE 21435	217.00	610	610-816-6350	1
				INVOICE TOTAL	217.00			
				VENDOR TOTAL	217.00			
156451	1	10/04/16	10/04/16	325 P & P SMALL ENGINES LEAF BLOWER ELBOW	12.99	001	001-430-6350	1
				INVOICE TOTAL	12.99			
				VENDOR TOTAL	12.99			
4-165-53 2	1	10/04/16	10/04/16	1151 PEGLOW ART & DESIGN PUBLISHING MAP UPDATE-FINAL	450.00	001	001-540-6490	1
				INVOICE TOTAL	450.00			
				VENDOR TOTAL	450.00			
09272016	1	10/04/16	10/04/16	1134 PETTY CASH POSTAGE	98.24	001	001-410-6508	1
				INVOICE TOTAL	98.24			
				VENDOR TOTAL	98.24			
10272016BB	1	10/04/16	10/04/16	898 POLK COUNTY EXTENSION OFFICE MOSQUITO PEST MGMT CLASS	35.00	001	001-350-6230	1
				INVOICE TOTAL	35.00			

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
10272016DH	1	10/04/16	10/04/16	MOSQUITO PEST MGMT CLASS	35.00	001 001-350-6230	1
				INVOICE TOTAL	35.00		
10272016PC	1	10/04/16	10/04/16	MOSQUITO PEST MGMT CLASS	35.00	001 001-350-6230	1
				INVOICE TOTAL	35.00		
10192016BB	1	10/04/16	10/04/16	AQUATIC, ROW PEST MGMT-BA	35.00	001 001-430-6230	2
				INVOICE TOTAL	35.00		
11092016BB	1	10/04/16	10/04/16	TURFGRASS APPLC CLASS-BA	35.00	001 001-430-6230	3
				INVOICE TOTAL	35.00		
11092016JM	1	10/04/16	10/04/16	TURFGRASS APPLC CLASS-MC	35.00	001 001-430-6230	3
				INVOICE TOTAL	35.00		
11162016DH	1	10/04/16	10/04/16	AG WEED, INSECT, PLANT DIS	35.00	001 001-430-6230	4
				INVOICE TOTAL	35.00		
				VENDOR TOTAL	245.00		
16184 462	1	10/04/16	10/04/16	343 POLK COUNTY RECORDER RECORD SANKEY SUMMIT ANN	12.00	001 001-540-6405	1
				INVOICE TOTAL	12.00		
				VENDOR TOTAL	12.00		
6706	1	10/04/16	10/04/16	337 POLK COUNTY TREASURER ANIMAL CONTROL AUG 2016	878.46	001 001-190-6413	1
				INVOICE TOTAL	878.46		
				VENDOR TOTAL	878.46		
05576017	1	10/04/16	10/04/16	464 POSITIVE PROMOTIONS FIRE PREVENTION HANDOUTS	711.40	001 001-150-6220	1
				INVOICE TOTAL	711.40		
				VENDOR TOTAL	711.40		
01-65271	1	10/04/16	10/04/16	967 PRAIRIE AG SUPPLY MOWER REPAIR-DECK BELT,B	559.84	001 001-440-6350	1
				INVOICE TOTAL	559.84		
				VENDOR TOTAL	559.84		
H150821016	1	10/04/16	10/04/16	982 PRINCIPAL LIFE LIFE INS OCT 2016	74.83	112 112-621-6150	1
	2			LIFE INS OCT 2016	43.07	112 112-210-6150	1
	3			LIFE INS OCT 2016	21.37	600 600-811-6150	1
	4			LIFE INS OCT 2016	21.37	610 610-816-6150	1
	5			LIFE INS OCT 2016	8.59	741 741-865-6150	1
	6			LIFE INS OCT 2016	51.77	112 112-430-6150	1
	7			LIFE INS OCT 2016	65.04	112 112-410-6150	1
	8			LIFE INS OCT 2016	12.19	112 112-170-6150	1
	9			LIFE INS OCT 2016	10.69	112 112-440-6150	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	10			LIFE INS OCT 2016	9.79	112	112-150-6150	1
	11			LIFE INS OCT 2016	9.79	112	112-160-6150	1
				INVOICE TOTAL	328.50			
				VENDOR TOTAL	328.50			
03-2016	1	10/04/16	10/04/16	1375 R & B SERVICES, LLC NUISANCE MOWING-103 RAIL	302.50	001	001-210-6499	1
				INVOICE TOTAL	302.50			
				VENDOR TOTAL	302.50			
09272016	1	10/04/16	10/04/16	1701 JILL SANDERS MILEAGE REIMB	25.92	001	001-410-6240	1
	2			MICHAELS-ROCKS	27.94	001	001-410-6599	1
				INVOICE TOTAL	53.86			
				VENDOR TOTAL	53.86			
25116	1	10/04/16	10/04/16	1395 SPINUTECH LICENSE,SUPPORT,HOST FEE	600.00	001	001-621-6419	1
				INVOICE TOTAL	600.00			
				VENDOR TOTAL	600.00			
15302	1	10/04/16	10/04/16	1534 STRATUS BUILDNG SOLUTIONS IOWA CLEANING	443.39	001	001-410-6499	1
				INVOICE TOTAL	443.39			
				VENDOR TOTAL	443.39			
6597215	1	10/04/16	10/04/16	999999999 2953 BENNETT SUKALSKI REIMB UTILITY OVERPAYMEN 906 WASHINGTON #506	25.78	600	600-811-6450	1
				INVOICE TOTAL	25.78			
				VENDOR TOTAL	25.78			
6272000317	1	10/04/16	10/04/16	387 TREASURER - STATE OF IOWA SALES TAX SEPT 2016	252.00	741	741-050-2140	1
	2			SALES TAX SEPT 2016	300.00	610	610-050-2140	1
	3			SALES TAX SEPT 2016	4,357.00	600	600-050-2140	1
				INVOICE TOTAL	4,909.00			
				VENDOR TOTAL	4,909.00			
10042016	1	10/04/16	10/04/16	1132 TREASURER STATE OF IOWA IOWA TREASURE HUNT-UNCAS WYCKOFF,SCHLEGEL,PICKETT	16.77	605	600-810-6420	1
				INVOICE TOTAL	16.77			
				VENDOR TOTAL	16.77			
				770 UNITED HEALTHCARE-RIVER VALLEY				

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
770 UNITED HEALTHCARE-RIVER VALLEY									
0900008036	1	10/04/16	10/04/16	HEALTH INS OCT 2016	2,935.74	112		112-621-6150	1
	2			HEALTH INS OCT 2016	1,448.06	0124		001-050-2124	1
	3			HEALTH INS OCT 2016	441.83	1024		110-050-2124	1
	4			HEALTH INS OCT 2016	182.89	6024		600-050-2124	1
	5			HEALTH INS OCT 2016	182.88	6124		610-050-2124	1
	6			HEALTH INS OCT 2016	135.00	7424		741-050-2124	1
	7			HEALTH INS OCT 2016	1,044.62	112		112-430-6150	1
	8			HEALTH INS OCT 2016	2,650.75	112		112-410-6150	1
	9			HEALTH INS OCT 2016	1,975.96	112		112-210-6150	1
	10			HEALTH INS OCT 2016	970.88	600		600-811-6150	1
	11			HEALTH INS OCT 2016	970.88	610		610-816-6150	1
	12			HEALTH INS OCT 2016	480.64	741		741-865-6150	1
	13			HEALTH INS OCT 2016	187.01	112		112-170-6150	1
	14			HEALTH INS OCT 2016	175.45	112		112-440-6150	1
	15			HEALTH INS OCT 2016	487.49	112		112-150-6150	1
	16			HEALTH INS OCT 2016	487.49	112		112-160-6150	1
				INVOICE TOTAL	14,757.57				
				VENDOR TOTAL	14,757.57				
525 US CELLULAR									
156272482	1	10/04/16	10/04/16	CELL PHONES	19.86	001		001-621-6373	1
	2			CELL PHONES	78.84	600		600-812-6373	1
	3			CELL PHONES	20.46	610		610-817-6373	1
	4			CELL PHONES	58.98	610		610-816-6373	1
	5			CELL PHONES	111.26	110		110-210-6373	1
	6			CELL PHONES	56.89	001		001-430-6373	1
	7			CELL PHONES	202.66	001		001-150-6373	1
	8			CELL PHONES	202.68	001		001-160-6373	1
	9			CELL PHONES	24.06	741		741-865-6373	1
	10			CELL PHONES	24.59	001		001-440-6373	1
				INVOICE TOTAL	800.28				
				VENDOR TOTAL	800.28				
854 VARIED CONSTRUCTION SERVICES									
09282016	1	10/04/16	10/04/16	REPAIR SUNKEN STORM SEWE 129 SNYDER	350.00	741		741-865-6350	1
	2			REPAIR CURB STOP-129 SNY	350.00	600		600-811-6375	1
				INVOICE TOTAL	700.00				
09292016	1	10/04/16	10/04/16	CULVERT REMOVAL/CAP-GRAN	700.00	741		741-865-6350	1
				INVOICE TOTAL	700.00				
				VENDOR TOTAL	1,400.00				
1161 VEENSTRA & KIMM, INC.									
42811 816	1	10/04/16	10/04/16	BUILDING INSPECTIONS AUG	26,399.08	001		001-170-6490	1
				INVOICE TOTAL	26,399.08				
42817 8	1	10/04/16	10/04/16	MAPPING	290.00	001		001-540-6407	1
				INVOICE TOTAL	290.00				

**SCHEDULED CLAIMS LIST**

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL	ACCOUNT	CK SQ
42824	5	10/04/16	10/04/16	HAWTHORNE CROSSING WATER	438.29	600		600-811-6407	1
				INVOICE TOTAL	438.29				
42827	4	10/04/16	10/04/16	WOLF CREEK SEWER EXT DES	120.62	6117		610-818-6407	1
				INVOICE TOTAL	120.62				
42831	1	10/04/16	10/04/16	GLWTE SEG3 GENERAL SERVI	290.00	323		323-210-6407	1
				INVOICE TOTAL	290.00				
42832	1	10/04/16	10/04/16	GLWTE SEG3 CONSTRUCTION	277.14	323		323-210-6407	1
				INVOICE TOTAL	277.14				
42833	1	10/04/16	10/04/16	ROW PIN INVESTIGATION-OL	344.20	110		110-210-6407	1
				INVOICE TOTAL	344.20				
4284	35	10/04/16	10/04/16	ENGINEERING FEES	58.00	001		001-540-6407	1
				INVOICE TOTAL	58.00				
4285-010	4	10/04/16	10/04/16	4-WAY STOP REVIEW-DEER/T	145.00	110		110-210-6407	1
				INVOICE TOTAL	145.00				
4285-02214	1	10/04/16	10/04/16	MAPPING	571.84	600		600-812-6407	1
	2			MAPPING	571.83	610		610-816-6407	1
	3			MAPPING	571.83	741		741-865-6407	1
				INVOICE TOTAL	1,715.50				
4285-49	1	10/04/16	10/04/16	ENGINEERING FEES	220.00	001		001-540-6407	1
				INVOICE TOTAL	220.00				
4285-50	1	10/04/16	10/04/16	ENGINEERING FEES	220.00	001		001-540-6407	1
				INVOICE TOTAL	220.00				
				VENDOR TOTAL	30,517.83				
38751	1	10/04/16	10/04/16	433 WILLIAMSONS REPAIR OIL CHANGE,FUEL FILTER 2006 CHEV SILVERADO 3500	247.51	001		001-150-6332	1
				INVOICE TOTAL	247.51				
				VENDOR TOTAL	247.51				
22635	1	10/04/16	10/04/16	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	150,685.61				
				TOTAL MANUAL CHECKS	.00				
				TOTAL E-PAYMENTS	.00				
				TOTAL PURCH CARDS	.00				

# SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	150,685.61		
				GRAND TOTALS	150,685.61		

ACCOUNT NO ALPHA ID	DEPOSIT DATE	PEN TIMES	DEPOSIT AMOUNT	INTEREST AMOUNT	TOTAL AMOUNT	DEPOSIT REFUND CODE
2384301 ALLEN DANIEL	12/01/05	2	59.97	.00	59.97	Check
2475006 MOORE JEREMIAH	8/04/16	1	74.12	.00	74.12	Check
3363006 ADAMS HEATHER	8/10/16		78.61	.00	78.61	Check
5175001 MINER LOUIS H	8/15/02	15	65.41	.00	65.41	Check
6593823 MULBERRY POINTE LLC	8/10/16	1	81.86	.00	81.86	Check
6595024 ANDERSON HALEY	12/05/15	8	53.37	.00	53.37	Check
6595025 MULBERRY POINTE LLC	9/13/16		79.92	.00	79.92	Check
6597215 SUKALSKI BENNETT MARTIN	4/15/15		100.00	.00	100.00	Check
6611301 WENDT KARL	9/15/06		14.62	.00	14.62	Check
7590003 WW FUTURES LLC	5/15/13	1	73.66	.00	73.66	Check
8310000 VAUGHN HARRY	7/01/99	2	79.63	.00	79.63	Check
8450003 STOCK TOM	4/24/06	18	75.75	.00	75.75	Check
9028001 OLCOTT JAMIE & STACY	1/14/05	7	5.56	.00	5.56	Check
9458004 OTTO SAMUEL W	2/15/15		58.15	.00	58.15	Check
10097003 WIGG DANA RENEE	5/15/13		16.44	.00	16.44	Check
10176002 BROUWER DAVID	7/15/12		20.06	.00	20.06	Check
11038001 KLINE ADAM	5/15/12	6	164.38	.00	164.38	Check
11048003 GIFFORD CLINTON JR	7/08/16	1	2.88	.00	2.88	Check
11104001 HARTMAN TJ	3/13/15	1	122.67	.00	122.67	Check
15000100 GREENLAND HOMES INC	9/13/16		133.85	.00	133.85	Check
15004900 GREENLAND HOMES INC	9/12/16		58.57	.00	58.57	Check
16004700 PARKS CUSTOM HOMES	7/08/16		45.46	.00	45.46	Check
REPORT TOTAL			1464.94	.00	1464.94	

WATER 1464.94 .00 1464.94

**CITY OF BONDURANT  
INTERIM WARRANT LIST  
October 3, 2016**

DATE	VENDOR - REFERENCE	ACCOUNT CODE	TOTALS
09/19/16	Iowa Dept of Natural Resources - NPDES permit - GLWTE	323-210-6298	175.00
09/23/16	IRS USA tax payment - Federal/FICA		9,096.75
09/30/16	Postmaster - Utility bill mailing	600-812-6508	128.49
		610-817-6508	128.49
		670-840-6508	128.49
		741-865-6508	128.49
			<u>513.96</u>
		Total	9,785.71

GRAND TOTALS-A/P	150,685.61
UTILITY DEPOSIT REFUNDS	1,464.94
INTERIM WARRANT LIST	<u>9,785.71</u>
TOTAL	<u><u>\$161,936.26</u></u>

**Tax Abatement Applications  
October 3, 2016  
City of Bondurant**

Name	Address	Completion Date	Cost
Jeff & Shannon Burrigh	219 Tailfeather Drive, Northeast	December 24, 2015	\$325,000.00
Helma K. Schultz	205 Aspen Drive, Northeast	September 16, 2016	\$232,464.90
Shaun Etter	600 37 <sup>th</sup> Street, Southwest	September 22, 2016	\$224,000.00
Todd Tool	102 6 <sup>th</sup> Street, Northeast	September 23, 2016	\$303,000.00
Kody Lueders	213 Aspen Drive, Northeast	September 26, 2016	\$285,000.00
Andrew Mains	208 Aspen Drive, Northeast	September 30, 2016	\$270,000.00
Brian P. Lacey	209 3 <sup>rd</sup> Street, Northwest	September 29, 2016	\$243,000.00

Delinquent Accounts 9-2016

2372601F	8/15/2016	30.71
2377904F	4/26/2016	277.93
2475004F	6/7/2016	86.63
5230010F	6/9/2016	306.81
5315005F	3/14/2016	103.84
5785008	8/15/2016	179.28
6115005F	5/16/2016	78.19
6185004	7/15/2016	167.13
6593225	7/25/2016	180.66
6595024	8/30/2016	28.49
6690003F	3/23/2016	20.55
6725800F	3/25/2016	41.3
11048003	8/8/2016	98.02
12028500F	11/13/2015	489.55
14001005F	6/10/2016	47.09
14001705F	4/27/2016	353.89
14003508F	5/31/2016	30.48
14006503	7/15/2016	244.23

Bad Debt 9-2016

1260004	82.98	14003806	60.8
1310000	116.28	14004203	82.22
2220004	181.35	14004301	241.79
2220008	342.04	14004302	112.46
2379001	43.14	14004703	92.03
2813001	255.94	14006203	259.35
2906101	211.74		
3005000	54.76	Total	\$4,860.56
3065001	44.65		
3080006	248.96		
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		
6593822	330.29		
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		
14000901	216.22		
14003506	115.57		

**Name of Applicant:** Polito's Pizza House, Inc.

**Name of Business (DBA):** Polito's Pizza House, Inc.

**Address of Premises:** 210 Lincoln St NE

**City** Bondurant                      **County:** Polk                      **Zip:** 50035

**Business**                      (515) 957-8545

**Mailing**                      PO Box 280

**City** Bondurant                      **State** IA                      **Zip:** 50035

**Contact Person**

**Name** Thomas Polito

**Phone:** (515) 971-2845                      **Email**                      tracey.polito@yahoo.com

**Classification** Special Class C Liquor License (BW) (Beer/Wine)

**Term:** 12 months

**Effective Date:** 11/12/2016

**Expiration Date:** 11/11/2017

**Privileges:**

Special Class C Liquor License (BW) (Beer/Wine)

**Status of Business**

**BusinessType:** Privately Held Corporation

**Corporate ID Number:** 258310                      **Federal Employer ID** 42-1526312

**Ownership**

**Thomas Polito**

**First Name:** Thomas                      **Last Name:** Polito

**City:** Berwick                      **State:** Iowa                      **Zip:** 50032

**Position:** Owner

**% of Ownership:** 100.00%                      **U.S. Citizen:** Yes

**Mary Polito**

**First Name:** Mary                      **Last Name:** Polito

**City:** Urbandale                      **State:** Iowa                      **Zip:** 50322

**Position:** Secretary

**% of Ownership:** 0.00%                      **U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** Secura Insurance Company

**Policy Effective Date:**                      **Policy Expiration**

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

<b>Name of Applicant:</b> <u>Casey's Marketing Company</u>		
<b>Name of Business (DBA):</b> <u>Casey's General Store #1373</u>		
<b>Address of Premises:</b> <u>302 Second St NE</u>		
<b>City</b> <u>Bondurant</u>	<b>County:</b> <u>Polk</u>	<b>Zip:</b> <u>5003500</u>
<b>Business</b>	<u>(515) 967-8002</u>	
<b>Mailing</b>	<u>PO Box 3001</u>	
<b>City</b> <u>Ankeny</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>500218045</u>

**Contact Person**

<b>Name</b> <u>Michelle Rogness, Store Operations</u>		
<b>Phone:</b> <u>(515) 446-6728</u>	<b>Email</b>	<u>michelle.rogness@caseys.com</u>

**Classification** Class C Beer Permit (BC)

**Term:** 12 months

**Effective Date:** 12/07/2016

**Expiration Date:**

**Privileges:**

Class C Beer Permit (BC)

**Status of Business**

<b>BusinessType:</b>	<u>Publicly Traded Corporation</u>	
<b>Corporate ID Number:</b>	<u>184278</u>	<b>Federal Employer ID</b> <u>42-1435913</u>

**Ownership**

**Michael Richardson**

**First Name:** Michael                      **Last Name:** Richardson  
**City:** Pleasant Hill                      **State:** Iowa                      **Zip:** 50327  
**Position:** President  
**% of Ownership:** 0.00%                      **U.S. Citizen:** No

**42-0935283 Casey's General Stores, Inc**

**First Name:** 42-0935283                      **Last Name:** Casey's General Stores, Inc  
**City:** Ankeny                      **State:** Iowa                      **Zip:** 50021-804  
**Position:** Owner  
**% of Ownership:** 100.00%                      **U.S. Citizen:** No

**James Pistillo**

**First Name:** James                      **Last Name:** Pistillo  
**City:** Urbandale                      **State:** Iowa                      **Zip:** 50323  
**Position:** Treasurer  
**% of Ownership:** 0.00%                      **U.S. Citizen:** Yes



<b>Name of Applicant:</b> <u>Casey's Marketing Company</u>		
<b>Name of Business (DBA):</b> <u>Casey's General Store #1373</u>		
<b>Address of Premises:</b> <u>302 Second St NE</u>		
<b>City</b> <u>Bondurant</u>	<b>County:</b> <u>Polk</u>	<b>Zip:</b> <u>5003500</u>
<b>Business</b>	<u>(515) 967-8002</u>	
<b>Mailing</b>	<u>PO Box 3001</u>	
<b>City</b> <u>Ankeny</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>500218045</u>

**Contact Person**

<b>Name</b> <u>JESSICA FISHER, Store Operations</u>	
<b>Phone:</b> <u>(515) 446-6404</u>	<b>Email</b> <u>JESSICA.FISHER@caseys.com</u>

**Classification** Class C Beer Permit (BC)

**Term:** 12 months

**Effective Date:** 12/07/2016

**Expiration Date:** 12/06/2017

**Privileges:**

Class C Beer Permit (BC)

Sunday Sales

**Status of Business**

<b>BusinessType:</b> <u>Publicly Traded Corporation</u>	
<b>Corporate ID Number:</b> <u>184278</u>	<b>Federal Employer ID</b> <u>42-1435913</u>

**Ownership**

**Michael Richardson**

**First Name:** Michael                      **Last Name:** Richardson  
**City:** Pleasant Hill                      **State:** Iowa                      **Zip:** 50327  
**Position:** President  
**% of Ownership:** 0.00%                      **U.S. Citizen:** No

**42-0935283 Casey's General Stores, Inc**

**First Name:** 42-0935283                      **Last Name:** Casey's General Stores, Inc  
**City:** Ankeny                      **State:** Iowa                      **Zip:** 50021-804  
**Position:** Owner  
**% of Ownership:** 100.00%                      **U.S. Citizen:** No

**JULIA L. JACKOWSKI**

**First Name:** JULIA L.                      **Last Name:** JACKOWSKI  
**City:** URBANDALE                      **State:** Iowa                      **Zip:** 50322  
**Position:** ASSISTANT SECRETARY

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**ROBERT C. FORD**

**First Name:** ROBERT C.

**Last Name:** FORD

**City:** DALLAS CENTER

**State:** Iowa

**Zip:** 50063

**Position:** VICE PRESIDENT

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**James Pistillo**

**First Name:** James

**Last Name:** Pistillo

**City:** Urbandale

**State:** Iowa

**Zip:** 50323

**Position:** Treasurer

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

**Insurance Company:** First Western Insurance

**Policy Effective Date:**

**Policy Expiration**

**Bond Effective**

**Dram Cancel Date:**

**Outdoor Service Effective**

**Outdoor Service Expiration**

**Temp Transfer Effective**

**Temp Transfer Expiration Date:**

June 23, 2016

Sent by Ordinary Mail

John Mistretta  
1414 SE Waywin Drive  
Ankeny, IA 50021

Re: Request for Hearing; Bondurant Utilities Offset

Dear Mr. Mistretta:

It has come to my attention that you are requesting a hearing to appeal the City of Bondurant's decision to effectuate an offset in the amount of \$51.12 (via the State of Iowa Offset Program through the Iowa DAS), based on monies owed to the City of Bondurant for unpaid utilities owed Bondurant related to your former residence in Bondurant at 112 Paine Street, SE.

Pursuant to your request, your hearing has been set for **October 3, 2016 at 6:00 p.m. at Bondurant City Hall**, located at 200 2<sup>nd</sup> Street NE; Bondurant, IA 50035. Furthermore, your appeal shall be heard by the Bondurant City Council and a decision on said appeal issued by the same after presentation of any evidence or facts you wish to be considered. Thank you.

Sincerely,

Mark Arentsen

City Administrator

John Mistretta  
1417 SE Waywin Dr  
Ankeny, IA 50021

April 20, 2016

RE: City of Bondurant Utilities Offset

To whom it may concern:

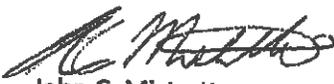
I am writing to formally contest the validity of City of Bondurant's right to offset an outstanding utility bill alleged to be owed by me, John Mistretta.

This account has been in dispute for 3.5 years for the reason that the charges and subsequent fees all occurred after I had moved and notified the City of Bondurant to terminate my services and responsibility for services to the property.

I have provided City of Bondurant with legal documentation of the dates I was no longer legal property owner. I have proof of a payment I made on June 14, 2012. On June 14, 2012 when I made this payment, I was informed by a City of Bondurant representative that it was my final bill and that it covered all prior usages. I was left with the understanding that it effectively completed the cancellations process and ended my financial responsibility of any further charges to the property.

This account is very much in dispute and I believe City of Bondurant should NOT be allowed to use Iowa Code Section 8A.504 to collect on an debt that is in dispute by the consumer. In fact, I allege that City of Bondurant's attempt to use Iowa Code 8A.504 is a violation of the Fair Debt Collection Practices Act because not once has City of Bondurant responded to my multiple written disputes on the matter, including a letter from my attorney in September of 2015.

Sincerely,

  
John C. Mistretta

4-20-16

John Mistretta  
 112 Paine Street, SE  
 Bondurant, Iowa 50035

June 1 billing window	4-2-12 to 5-3-12	36.10	1200 gallon + garbage & recycle
Payment received	6-14-12	<u>36.10</u>	
Balance		00.00	
July 1 billing window	5-3-12 to 6-3-12	37.17	600 gallon + garbage & recycle
July 26 disconnect fee		<u>50.00</u>	
		87.17	
August 1 billing window	6-3-12 to 7-3-12	<u>35.00</u>	800 gallon + garbage & recycle
		122.17	
Sept 1 billing window	7-3-12 to 8-2-12	<u>28.95</u>	minimum charges
		151.12	
Final bill as of 8-2-12 and deposit applied		<u>100.00</u>	
Balance due		51.12	

Please note that all charges accrued in billing windows previous to disconnecting service on July 26, except for minimum charges for the final bill dated September 1. All service charges stopped as of 8-2-12.

June bill is for service in April  
 July bill is for service in May  
 August bill is for service in June  
 September bill is for service in July. Disconnect was July 26.

Further questions call Michelle at 967-2418.

134.28

ACCOUNT NUMBER 4350004  
 NAME JOHN C MISTRETTA (515)339-2115  
 PROPERTY 112 PAINE ST SE  
 ADJUST CODE BAD DEBT  
 COMMENT DEL UB

LAST BILL 51.12  
 PENALTY  
 ADJUST  
 PAYMENT  
 AMT DUE 51.12  
 BILL DATE 9/01/2012  
 DUE DATE 9/15/2012  
 DAYS DELQ 312  
 LAST PMT 6/14/2012

MOVE IN DATE MOVE OUT DATE PENALTIES FINAL NOTICE DELINQUENT NOTICE  
 1/08/2008 8/02/2012 48 9/2012

TIMES SHUT OFF BAD CHECKS CASH ONLY CREDIT STATUS  
 No

DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
12/01/2012	BILLING WA				
12/01/2012	BILLING SW				
12/01/2012	BILLING ST				
12/01/2012	BILLING RC				
12/01/2012	BILLING GA				51.12
11/01/2012	BILLING WA				
11/01/2012	BILLING SW				
11/01/2012	BILLING ST				
11/01/2012	BILLING RC				
11/01/2012	BILLING GA				51.12
10/01/2012	BILLING WA				
10/01/2012	BILLING SW				
10/01/2012	BILLING ST				
10/01/2012	BILLING RC				
10/01/2012	BILLING GA				51.12
9/01/2012	FINAL WA	900	10.77		
9/01/2012	FINAL SW	900	11.03		
9/01/2012	FINAL ST		3.00		
9/01/2012	FINAL RC				
9/01/2012	FINAL GA				
	DEPOSIT APPLIED		100.00-		
	TAX		.65	74.55-	51.12
8/16/2012	PENALTY			3.50	125.67
8/02/2012	COMMENT	JOHN C MISTRTR		OFF	
8/01/2012	BILLING WA	800	10.21		
8/01/2012	BILLING SW	800	11.03		
8/01/2012	BILLING ST		3.00		
8/01/2012	BILLING RC		2.65		

-----  
 ACCOUNT NUMBER 4350004  
 NAME JOHN C MISTRETTA (515)339-2115  
 PROPERTY 112 PAINE ST SE  
 ADJUST CODE BAD DEBT  
 COMMENT DEL UB  
 -----

DATE	DESCRIPTION	CONSUMPTION	CHARGE	BILL/PEN/PMT	BALANCE
8/01/2012	BILLING GA		7.50		
	TAX		.61	35.00	122.17
7/26/2012	COMMENT WA DISCONNECT NICE				
7/26/2012	MISC WA BALANCE ADJUSTM		50.00		
7/26/2012	ADJUSTMENT WA			50.00	87.17
7/17/2012	FINAL NOTICE				
7/17/2012	PENALTY			3.38	37.17
7/01/2012	BILLING WA	600	9.07		
7/01/2012	BILLING SW	600	11.03		
7/01/2012	BILLING ST		3.00		
7/01/2012	BILLING RC		2.65		
7/01/2012	BILLING GA		7.50		
	TAX		.54	33.79	33.79
6/14/2012	PAYMENT			36.10-	0.00
6/01/2012	BILLING WA	1200	12.47		
6/01/2012	BILLING SW	1200	11.03		
6/01/2012	BILLING ST		2.50		
6/01/2012	BILLING RC		2.40		
6/01/2012	BILLING GA		6.95		
	TAX		.75	36.10	36.10
5/25/2012	PAYMENT			44.32-	0.00
5/16/2012	FINAL NOTICE				
5/16/2012	PENALTY			4.03	44.32
5/01/2012	BILLING WA	1500	14.18		
5/01/2012	BILLING SW	1500	13.41		
5/01/2012	BILLING ST		2.50		
5/01/2012	BILLING RC		2.40		
5/01/2012	BILLING GA		6.95		
	TAX		.85	40.29	40.29
4/25/2012	PAYMENT			42.35-	0.00
4/17/2012	FINAL NOTICE				
4/17/2012	PENALTY			3.85	42.35
4/06/2012	PAYMENT			44.32-	38.50
4/01/2012	BILLING WA	1400	13.61		
4/01/2012	BILLING SW	1400	12.22		
4/01/2012	BILLING ST		2.50		
4/01/2012	BILLING RC		2.40		
4/01/2012	BILLING GA		6.95		
	TAX		.82	38.50	82.82
3/16/2012	FINAL NOTICE				
3/16/2012	PENALTY			4.03	44.32
3/01/2012	BILLING WA	1500	14.18		
3/01/2012	BILLING SW	1500	13.41		
3/01/2012	BILLING ST		2.50		
3/01/2012	BILLING RC		2.40		
3/01/2012	BILLING GA		6.95		

John Mistretta  
1417 SE Waywin Dr  
Ankeny, IA 50021

City of Bondurant  
200 Second St NE  
Bondurant, IA 50035

Re: Acct # 4350004

To Whom it may concern:

The purpose of this letter is to formally dispute the balance the City of Bondurant claims I still owe them from 2012. The reason for the delay in this letter is because initially I thought the outstanding balance was from a mowing bill I disputed August 2012. I got the initial bill 3 months after disputing the lawn mowing bill. I called and verbally advised the receptionist that the bill had no merit because it was for the mowing bill I disputed and never heard back about. Another 3 months passed before I received the same bill again. At this time I called and was informed that it was for unpaid utilities instead of the disputed mowing bill. I was told that only the head supervisor could discuss the bill with me and that he was unavailable at the time. I was told that he would call me back the following Monday and I requested a detailed account of my 2012 billing history so that I could see what he was seeing on the bill as we discussed it. He never called and the billing history was never mailed out. Approximately 2 months ago, after receiving more bills repeatedly, I called again and the conversation went exactly the same to include the promise of a call back and my 2<sup>nd</sup> request for the billing history. I again received no call back and no billing history. Here is my accounting of why I don't believe the bill is accurate, all dates stated below are 2012:

On or about April 30 I visited the City of Bondurant office and informed the receptionist that I had a two week military school from May3-May19, meaning I would be gone before utility bills are mailed until after utility bills are due. I also informed her that the property had been foreclosed on and that on May 17 the house would go back to the bank and no longer be my legal responsibility. I then told her that because of this I no longer wished to be the responsible party for the utility bill and that I wanted to use the late payment shut off date as the date for my name to be removed from the account. That shut off date was on or around May 25. Because the billing cycle is a month behind, I intentionally waited until the June bill because it would include all usage up to the utilities being shut off. On June 14 I came into the City office and paid the account down to a \$0.00 balance and was given a receipt, which I still have. I received no utility bill in July, August, September, or October. I am having trouble understanding how all of sudden I received a utility bill in November.

It is my understanding from your receptionist via phone conversation that the \$51.12 balance reflects an original claimed amount of \$151.12 with my \$100.00 deposit being applied to the account. Unless someone is finally willing to honor my request for the detailed billing history from 2012 and then discuss with me these charges, I must insist that my 100.00 deposit be returned to me and the initial alleged balance of \$151.12 be reduced to \$0.00.

Sincerely,

  
John Mistretta

11-25-13

**McENROE, GOTSDINER, BREWER, STEINBACH & ROTHMAN, P.C.***Attorneys and Counselors at Law*

WILLIAM G. BREWER\*  
MURRAY B. GOTSDINER\*\*  
DANIEL J. ROTHMAN  
FRANK STEINBACH III  
MICHAEL GILMER  
DARREN ROBINSON  
LUCAS M. TAYLOR

WESTOWN BUSINESS CENTER I  
1701 48<sup>TH</sup> STREET, SUITE 100  
WEST DES MOINES, IOWA 50266-6723

TELEPHONE: (515) 267-9000  
FACSIMILE: (515) 267-8100

MICHAEL L. MCENROE  
(1951 - 2006)

WILLIAM J. SCHADLE  
(1932 - 2009)

\*Also admitted in Illinois  
\*\*Also admitted in Texas

September 16, 2015

City of Bondurant  
200 Second Street NE  
Bondurant, IA 50035

Dear Sir or Madam:

I am writing this letter on behalf of John Mistretta regarding a utility bill he is continuing to receive for the property located at 112 Paine Street, SE, Bondurant, Iowa 50035. The bill appears to be for services rendered after Mr. Mistretta ceased his ownership of the property and is therefore directed to the wrong party. Mr. Mistretta visited your office on April 30<sup>th</sup> of 2013 to request that his name be removed as the responsible party for the property as of May 25<sup>th</sup>. The reason for this request was that the property had been foreclosed on and he was no longer the legal owner of the property. He came to your office again on June 14<sup>th</sup> to pay any final balance owing. He did so and received a receipt from one of your employees stating that the account had been paid in full. Several months later, Mr. Mistretta received a bill from your office stating that you had applied his \$100 deposit to an outstanding amount owed and that he additionally owed \$51.12. All of these charges occurred after Mr. Mistretta was no longer the legal owner of the property, after he had requested his name be taken off as the responsible party, and after he had paid in full his final bill. As a result, Mr. Mistretta is entitled to a return of his \$100 deposit and his account should be adjusted to reflect a \$0 balance. Please promptly remit the amount of \$100 to Mr. Mistretta by mailing said payment to 1417 SE Waywin Drive, Ankeny, IA 50021. Please also forward him a balance showing \$0 owed on his account. Mr. Mistretta has tried numerous times to proactively fix this error, but to no avail. Please promptly redress the situation. If you have any questions, please address them to Mr. Minstretta at the above-referenced address.

Very Truly Yours,



Michael Gilmer

cc: John Mistretta

John Mistretta  
 112 Paine Street, SE  
 Bondurant, Iowa 50035

June 1 billing window	4-2-12 to 5-3-12	36.10	1200 gallon + garbage & recycle
Payment received	6-14-12	<u>36.10</u>	
Balance		00.00	
July 1 billing window	5-3-12 to 6-3-12	37.17	600 gallon + garbage & recycle
July 26 disconnect fee		<u>50.00</u>	
		87.17	
August 1 billing window	6-3-12 to 7-3-12	<u>35.00</u>	800 gallon + garbage & recycle
		122.17	
Sept 1 billing window	7-3-12 to 8-2-12	<u>28.95</u>	minimum charges
		151.12	
Final bill as of 8-2-12 and deposit applied		<u>100.00</u>	
Balance due		51.12	

Please note that all charges accrued in billing windows previous to disconnecting service on July 26, except for minimum charges for the final bill dated September 1. All service charges stopped as of 8-2-12.

June bill is for service in April  
 July bill is for service in May  
 August bill is for service in June  
 September bill is for service in July. Disconnect was July 26.

Further questions call Michelle at 967-2418.

## Misty Richardson-Kugler

---

**From:** Mitchell, Peggy [DAS] [Peggy.Mitchell@iowa.gov]  
**Sent:** Friday, April 29, 2016 8:54 AM  
**To:** mkugler@cityofbondurant.com  
**Subject:** RE: John Mistretta

Thank you!

Peggy Mitchell  
Department of Administrative Services

-----Original Message-----

**From:** Misty Richardson-Kugler [mailto:mkugler@cityofbondurant.com]  
**Sent:** Thursday, April 28, 2016 9:38 AM  
**To:** Mitchell, Peggy [DAS]  
**Subject:** RE: John Mistretta

Peggy, the City of Bondurant has made several attempts to explain the amount owed with Mr. Mistretta. Just recently I left a message with him and he has not contacted me in return. He does owe \$51.12 for his last bill. I have explained to him how our billing works but I am not sure he is completely understanding that we bill two months in arrear and that his deposit goes towards his last bill. His last bill totaled \$151.12, his deposit was \$100, leaving a balance of \$51.12. The City of Bondurant would like to collect the amount owed from offset.  
Thank you

Misty Richardson-Kugler  
Utility Billing Clerk  
200 2nd St. NE  
Bondurant, IA 50035  
515-967-2418  
[www.cityofbondurant.com](http://www.cityofbondurant.com)

-----Original Message-----

**From:** Lori Dunham [mailto:ldunham@cityofbondurant.com]  
**Sent:** Thursday, April 28, 2016 8:29 AM  
**To:** [mkugler@cityofbondurant.com](mailto:mkugler@cityofbondurant.com)  
**Subject:** FW: John Mistretta

Lori Dunham  
Finance Director  
City of Bondurant, Pop 5,493  
200 2nd St NE, PO Box 37  
Bondurant, IA 50035  
515-967-2418/f 515-967-5732  
[ldunham@cityofbondurant.com](mailto:ldunham@cityofbondurant.com)/[www.cityofbondurant.com](http://www.cityofbondurant.com)

-----Original Message-----

**From:** Mitchell, Peggy [DAS] [mailto:Peggy.Mitchell@iowa.gov]  
**Sent:** Tuesday, April 26, 2016 2:20 PM  
**To:** [LDunham@cityofbondurant.com](mailto:LDunham@cityofbondurant.com); [mkayrubel@yahoo.com](mailto:mkayrubel@yahoo.com)  
**Subject:** FW: John Mistretta

Please see attached appeal letter. Please resolve the issue with Mr. Mistretta and let me know the outcome.

Thank you!

Peggy Mitchell  
Department of Administrative Services

Misty Richardson-Kugler

**From:** Offsets [DAS] [Offsets@iowa.gov]  
**Sent:** Monday, June 06, 2016 10:13 AM  
**To:** mkugler@cityofbondurant.com  
**Subject:** FW: FW: Offset validity

F.Y.I.

Below is Mr. Mistretta's response.

Peggy Mitchell  
Department of Administrative Services

**From:** John Mistretta [mailto:john.mistretta@gmail.com]  
**Sent:** Monday, June 06, 2016 9:56 AM  
**To:** Offsets [DAS]  
**Subject:** Re: FW: Offset validity

In the original notification of offset, it said that I had 15 days to appeal and then a hearing would be scheduled, either in person or more likely, a telephone hearing. City of Bondurant has already had numerous opportunities to respond to my dispute. I've written them multiple letters they've never responded to, I had an attorney send them a letter that they never responded to and I've spoken with them on the phone multiple times.

On Jun 6, 2016 9:42 AM, "Offsets [DAS]" <Offsets@iowa.gov> wrote:

As I have stated previously it is the offsetting agency's responsibility to investigate and resolve all disputes concerning the debt owed. Your appeal letter was sent to the City of Bondurant Utilities Billing Clerk.

After I received your latest email I contacted Misty with the City of Bondurant to find out the status of your appeal. I have included Misty in this email. What I was told by Misty is she recently left you a telephone message and you have not returned her call. Misty said she has talked to you in the past and explained that the utility company bills two months in arrears and your \$100.00 deposit goes toward your last bill. In your case the final bill was \$151.12. The deposit of one hundred dollars was applied to the bill which left a remaining balance of \$51.12.

You can contact Misty with the City of Bondurant at 515-967-2418 with any additional questions.

Peggy Lewis

Department of Administrative Services

**From:** John Mistretta [mailto:john.mistretta@gmail.com]  
**Sent:** Tuesday, May 31, 2016 10:27 PM  
**To:** Offsets [DAS]  
**Subject:** Re: Offset validity

Over a month ago, I submitted my appeal challenging the offset of part of my Iowa State Income Tax Return to satisfy an outstanding Utilities balance alleged owed by City of Bondurant. To date I have received no reply regarding this issue. I feel like by now, DAS should've received, processed and replied regarding a hearing or whatever the next step in the process is. Could you please look into this and give me an update as to the current status of the offset and my challenge.

On Thu, Apr 21, 2016 at 8:22 AM, Offsets [DAS] <Offsets@iowa.gov> wrote:

We do not investigate disputed bills. It is the city/utility responsibility to investigate and resolve disputes. We are a collections agent. If the city/utility puts you on the collection file we have to collect.

Peggy Lewis

Department of Administrative Services

**From:** John Mistretta [mailto:john.mistretta@gmail.com]  
**Sent:** Thursday, April 21, 2016 8:13 AM  
**To:** Offsets [DAS]  
**Subject:** RE: Offset validity

Thank you for your prompt response. I don't feel my question was answered, though. I was asking if the city could go for an offset if they've failed to adequately investigate a disputed bill?

On Apr 21, 2016 8:07 AM, "Offsets [DAS]" <Offsets@iowa.gov> wrote:

It is the utilities responsibility to investigate and resolve all disputes concerning the debt owed. You can contact the City Council or the governing board of the utility if you are not satisfied with the response you received from the utility.

Peggy Lewis

STATE OF IOWA

LEGISLATIVE SERVICES

4/15/15	5/15/16	GA	0	0	2	0	8.59	8.59
4/15/16	5/15/16	RC	0	0	0	0	2.70	2.70
4/15/16	5/15/16	ST	0	0	P48	0	3.25	3.25

**From:** John Mistretta [mailto:[john.mistretta@gmail.com](mailto:john.mistretta@gmail.com)]  
**Sent:** Tuesday, April 19, 2016 10:14 AM  
**To:** Offsets [DAS]  
**Subject:** Offset validity

To whom it may concern:

I am writing to inquire about the offset policy. Specifically, I am asking if a city utilities department can initiate offset of state taxes if:

- 1) the final bill has been legally disputed in writing by the account holder and,
- 2) the city utilities department failed to adequately investigate and respond to the account holders written dispute?

John Mistretta  
515-339-2115

CITY OF BONDURANT  
RESOLUTION NO. 16-161

RESOLUTION APPOINTING KAREN KEERAN TO THE BOARD OF ADJUSTMENT

WHEREAS, the Board of Adjustment hears and decides appeals where it is alleged there is an error in any order, requirement, decision, or determination made by the Zoning Administrator in enforcement of the Ordinance; AND

WHEREAS, Karen Keeran, 1209 Dee Street, Southeast, submitted her resume for the vacant position; AND

WHEREAS, her term would expire December 31, 2020,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that it appoints Karen Keeran to the vacant position on the Board of Adjustment.

Passed this 03rd day of October, 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				

# KAREN KEERAN

CITY BOARD  
Bondurant, Iowa 50035

CONTACT  
[REDACTED]  
Bondurant, IA 50035  
[REDACTED]  
[REDACTED]

September 18, 2016

Dear City Board,

I am interested in the open position for the Board of Adjustment.

I moved to the city over seven years ago and since then have been working to help my neighbors and town succeed.

I grew up in Ankeny and my parents had many rental properties there. That is where I learned about what is right and wrong for various city codes. I learned to research and follow guidelines.

I currently work as a Business Analyst. In this role, at various companies around the state, I have had to research laws and guidelines. I have helped to shape company policies and standards.

I am an active member of the Bondurant Soccer Club. I look forward to working with everyone to continue to make the city be as great as it can be.

Sincerely,

Karen Keeran

# Karen Keeran

## **ROLES:**

SR Business Analyst  
Quality Assurance Analyst  
Lead Product Analyst

## **TOOLS/METHODS:**

Agile/Fast Track Agile  
Waterfall  
Backlogs  
Clarity  
DB Visualizer  
HP Quality Center  
JIRA  
Lotus Notes  
Microsoft Office  
Microsoft Visio  
Pivotal Tracker  
Scrum  
ServiceNow  
Sprint Planning  
User Story

## **EDUCATION:**

Bachelor of Science degree in  
Business Administration, William  
Penn University

## **ADDITIONAL CERTIFICATIONS:**

Six Sigma Champion and  
Greenbelt Designations  
Scrum Master and Coach  
Personal Lines Agent License  
IIBA Membership

## **RELEVANT EXPERIENCE**

Working with multiple stakeholders to gather business acceptance criteria and processes. Over 16 years of experience in Personal Lines Insurance with nine years of that being Business Analysis experience with in-depth knowledge of business processes. Ensure a detailed-oriented nature with excellent communication. Possess a thorough understanding of Enterprise Solutions Management ideals. Customer focused problem solving skills and recognized for being a respected team player.

## **SKILLS INVENTORY**

### Analysis/Testing:

- Requirement Management, including analyzing, detailing, gathering, and tracking Business, Functional, and Technical Requirements
- Knowledgeable in documenting requirements using Unified Modeling Language (Use Case and Activity Diagrams)
- Business Process Flow Charts
- Change and Defect Management including a healthy backlog
- Business Process Modeling
- Training Facilitation
- Data Conversion and Mapping
- Facilitation of Application Requirement and Design Sessions
- Functional/Non-Functional Specification Design
- Interviewing
- Process Improvement and Automation
- Quality Assurance Testing, Reporting and Analysis
- Test cases
- User Acceptance Testing
- Waterfall and Agile Methodologies
- Workflow Analysis Data Gathering

## RESPONSIBILITIES:

- Thoroughly study the inherent systems to have a clear understanding of the business processes and associated system workflows.
- Conduct Gap analysis to understand new business model and additional functionalities to be incorporated into the new application.
- Mentor other Analysts with their adoption of product and system knowledge.
- Coordinate assignment of business design deliverables for the business analyst, design, and development teams.
- Manage Methodology Adoption Workshops for better understanding and refining of requirements in coordination with multiple teams.
- Clarify and prioritize requirements by conducting brainstorming sessions with the stakeholders and SMEs to maintain a healthy backlog.
- Participate in daily standups and leadership scrum meetings.
- Record various documents including the Business Requirements, Use Case Specification, and various story Documents.
- Complete retrospectives for bettering each sprint as work progressed.
- Participate in various architectural development sessions to provide technical teams with a better understanding of the requirements.
  - Gather business requirements and converting them into functional requirement specifications and user requirement specifications.
  - Prepare Business Process Models.
  - Participate in Change control meetings recommending appropriate action after analysis of changing requirements.
  - Conduct multiple interviews to clarify requirements in order to identify use cases and user stories.
  - Assist QA team by reviewing test cases and clarifying requirements to ensure complete coverage of requirements.
    - Training to users, and involved in conducting UAT sessions to gain user confidence and approval.
    - Provide project manager with regular status updates assisting the overall project management initiative.
    - Perform requirement walkthroughs with the Development and Quality Assurance teams with the aim to develop testing strategies and test plans such that test cases reflect user needs.

## EXAMPLE PROJECTS

**LifeStages and PL PAS 2.0** – These concurrent projects create a brand new product for the insurance company along with a new system to use to administer that product. Work with the product team to gather rules and requirements around the desire for the end product. Ensure that the product meets company needs along with state criteria. Align with business management to ensure that new system supports the new product specifications.

**ZOOM Project** – This multi-million dollar project created a unified desktop for the Personal Lines Service Centers. It encompassed incorporating nine major systems into a stream lined look for the CSR. This required testing of each system as it was integrated. Call flows were also researched to improve the process for the caller while giving the best experience possible for the customer.

**POI/MOI** – This project took one of the primary headaches for the CSR, filling out forms and ensuring that they are correct. The development of this required working with compliance in order to ensure that the correct forms were being used for each state in addition to the brand of the business. Worked with technical and information technology departments to create a new database solution that allowed for the disaster recovery that was not in any other environment. This two million dollar project was delivered within 12 sprints without any requirements defects and only one small technical defect.

## **CHRONOLOGICAL SUMMARY OF WORK EXPERIENCE**

### **Farm Bureau Life**

**August 2016 – present**

#### **Senior Business Analyst**

- Work with Product Owners to prioritize their work
- Mentor other team members in their positions
- Create requirements with acceptance criteria for business to ensure that needs were met
- Assist in developing new testing templates

### **Grinnell Mutual**

**April 2016 – August 2016**

#### **Senior Business Analyst**

- Initiate new projects on behalf of various business units
- Complete research of other companies' filings
- Mentor other BAs in the process of changing from waterfall to agile
- Assist in developing new requirements templates
- Writing user stories and acceptance criteria that work for both business and development

### **VisionT**

**July 2013 – March 2016**

#### **Lead Product Analyst**

- Create acceptance criteria for business to make sure that needs were met
- Estimate time to done done in various story point and hours situations
- Develop customer centric requirements using ESM methodology
- Review ways to transition from a waterfall to a more agile environment
- Writing requirements to allow for positive and negative testing
- Prioritize enhancements that come in from users, other departments, and within the team
- Accomplish work assignments independently and in tandem with team members while paying attention to the voice of the customer
- Leading multiple lines of requirements for development

### **Edaptive**

**June 2012 ~ June 2013**

#### **Senior Business Analyst**

- Assisted in transition requirements from waterfall paper to an agile system
- Review federal laws to gather requirements
- Evaluation of current requirements to word in a more user friendly way

### **Nationwide Insurance**

**January 2000 – July 2012**

#### **Senior Business Analyst**

*9/2008 to 7/2012*

- Experience in Agile and Waterfall processes
- Lead the requirements for the Service Advantage Adoption to ZOOM - PLSC, Powersports and provided ongoing engagement with users
- Testing for new development, including positive and negative testing
- Look for ways to streamline processes and provide analysis of gaps to ensure the Zoom desktop meets the needs of front line users to provide a superior customer experience.
- Successful participation and responsibility for deliverables in ZOOM releases
- Assist Management by generating business cases for funding of development

**Personal Lines Quality Assurance Analyst**

4/2001 – 9/2008

- Constructed the Excel spreadsheet that was used to grade CSRs quality in all locations
- Created an Access Database that was used to decide who was next to be checked
- Addressed Help Desk calls from CSRs with policy and system questions
- Mentored other team members
- Assisted with training for new and experienced CSRs
- Maintained the information for the Service Centers for the group that launched Qfiniti call recording to the Service Centers

**Personal Lines Customer Service Representative**

1/2000 – 4/2001

- Licensed Service Representative
- Worked with CSRs, Agents, Policy Holders, and third parties
- Answered inbound calls to respond to policy and billing questions, provide quotes, make updates with first call resolution goals

**OTHER EXPERIENCE**

**Bondurant Soccer Club**

August 2009 – present

**Various Director, Assistant Director, and Coach Positions**

- Work with others for the betterment of the club
- Take into account the welfare of various players
- Research different types of equipment to make sure within budget
- Attend monthly meetings to review details of the club

**Bondurant Mothers Club**

January 2014 – December 2014

**Various Director, Assistant Director, and Coach Positions**

- Attended monthly meetings to discuss club activities
- Assisted with creating the advertising for the first Wine and Canvas fundraising event

CITY OF BONDURANT  
RESOLUTION NO. 16-162

RESOLUTION OF APPRECIATION FOR JASON GREUBEL FOR REPRESENTING  
THE CITY OF BONDURANT ON THE POLK COUNTY AVIATION AUTHORITY  
BOARD

WHEREAS, the Polk County Aviation Authority (PCAA) is the owner and operator of the Ankeny Regional Airport; AND

WHEREAS, the Governing Board Members set policy, direct operations and appraise the airport's performance; AND

WHEREAS, the board is composed of seven representatives appointed by the local government partners that form the PCAA: Polk County (3 members), Altoona (1 member), Ankeny (2 members), Bondurant (1 member); AND

WHEREAS, the City Council extends their appreciation to Jason Greubel for representing the City of Bondurant since October 1, 2007,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that it hereby expresses its sincere appreciation to Jason Greubel for his hard work and dedication to this community.

Passed this 03rd day of October, 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				

**Resolution: #07-143**

**Agenda Item: #10**

**Date: October 01, 2007**

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

That Jason Greubel, 904 Pleasant Street, Southeast, Bondurant, Polk County, Iowa, is hereby appointed to represent the City of Bondurant, Polk County, Iowa, on the Polk County Aviation Authority Board, effective October 01, 2007, through December 31, 2007.

Moved by Bailey Second by Cordes to adopt.

Council Action	Yeas	Nays	Pass	Absent
Adams				
Bailey				
Cordes				
Kromrie				
Ryan				
Motion carried				
_____				
Marla McCoid, Mayor				

**CERTIFICATE**

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

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

\_\_\_\_\_  
Mark J. Arentsen, City Administrator

Setting Date for Hearing and Approving  
Preliminary Official Statements  
Bondurant, Iowa

October 3, 2016

The City Council of Bondurant, Iowa, met in regular session on the 3rd day of October, 2016 at six o'clock, p.m., at the City Hall in Bondurant, Iowa. The meeting was called to order and there were present the Mayor and the following members of the Council were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

Matters were discussed relative to an issuance of revenue bonds for Luther Park Health Center, Inc., pursuant to Chapter 419 of the Code of Iowa, 2015, as amended. Whereupon, Council Member \_\_\_\_\_ introduced the following resolution and moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named members of the City Council voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

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

## RESOLUTION NO. 16-163

A Resolution authorizing the use of one or more Preliminary Official Statements and setting the date of hearing on the issuance of Revenue Refunding Bonds in multiple series for the benefit of Luther Park Health Center, Inc.

WHEREAS, Bondurant, Iowa (the "Issuer"), is a City authorized and empowered by the provisions of Chapter 419 of the Code of Iowa, 2015, as amended (the "Act"), to issue revenue bonds for the purpose of financing a project and facilities for an organization described in Section 501(c)(3) of the Internal Revenue Code (the "Code") which is exempt from federal income tax under Section 501(a) of the Internal Revenue Code; and

WHEREAS, the Issuer has been requested by Luther Park Health Center, Inc., a non-profit corporation (the "Corporation"), to issue its Revenue Refunding Bond, Luther Park Health Center, Inc., Project, Series 2016A (the "Series 2016A Bonds") and Revenue Refunding Bond, Luther Park Health Center, Inc., Project, Series 2016B (the "Series 2016B Bonds"), in aggregate principal amounts not to exceed \$4,735,000 and \$8,250,000 respectively (the Series 2016A Bonds and the Series 2016B Bonds shall be collectively referred to as the "Original Bonds"). Proceeds of the Series 2016A Bonds will be used pursuant to the Act for the purposes of: (a) refunding the previous issuance of Polk County, Iowa Health Care Facilities Revenue Bonds (Luther Park Health Center, Inc. Project), Series 2004, the proceeds of which were used to (i) finance the costs of site development, including demolition of houses at 2908, 2910 and 2912 East 16th Street and a maintenance garage at 1561 Hull Avenue in Des Moines, Iowa, and constructing, equipping and furnishing a three story senior housing facility on such site, consisting of approximately 19 assisted living units and 32 catered living units (the "Existing Facility", (ii) fund a reserve fund, and (ii) pay costs of issuance and related costs (collectively, the "2004/2005 Project"); (b) funding a debt service reserve fund, and (c) paying for certain other costs associated with the issuance of the Series 2016A Bonds. Proceeds of the Series 2016B Bonds will be used pursuant to the act for the purposes of: (a) refunding the previous issuance of the Polk County, Iowa Health Care Facilities Revenue Bonds (Luther Park Health Center, Inc. Project), Series 2005, the proceeds of which were used to finance the 2004/2005 Project; (b) refunding the previous issuance of the Polk County, Iowa Health Care Facilities Revenue and Refunding Bonds (Luther Park Health Center, Inc. Project), Series 2007A, the proceeds of which were used to (i) advance refund the outstanding Polk County, Iowa Health Care Facilities Revenue Bonds (Luther Park Health Center, Inc. Project), Series 2003, (ii) construct a two floor addition to the Corporation's Existing Facility, finance certain capital improvements at the Corporation's health care and assisted living facilities, and provide additional parking, (iii) fund a debt service reserve fund, and (iv) fund certain costs of issuance; (c) refunding the Corporations previous issuance of Polk County, Iowa Health Care Facilities Revenue Bonds (Luther Park Health Center, Inc. Project), Series 2007C, the proceeds of which were originally used to (i) finance the construction of an addition to the Corporation's senior housing facility known as The Gardens at Luther Park and the purchase of land and demolition of existing homes and other structures for expansion and parking related to its facilities all located on the campus of the Corporation at 2910 East 16<sup>th</sup> Street in the City of Des Moines, Iowa (the "City"), (ii) fund a debt service reserve fund, and (iii) fund certain costs of issuance;

(d) funding a debt service reserve fund for the Series 2016B Bonds, (e) paying for costs of issuance and other costs associated with the issuance of the Series 2016B Bonds; and

WHEREAS, before the Bonds and related documents may be executed, it is necessary to conduct a public hearing on the proposal to issue the Bonds, all as required and provided for by Section 419.9 of the Act and Section 147(f) of the Internal Revenue Code; and

WHEREAS, on the 6<sup>th</sup> day of September, 2016, the City Council adopted a resolution approving a Memorandum of Agreement with the Corporation and setting a date for hearing on the issuance of the Original Bonds; and

WHEREAS, a hearing on the issuance of the Original Bonds in the principal amounts set forth above is scheduled for October 17, 2016; and

WHEREAS, the Borrower is requesting that the Issuer increase the not to exceed amount of the Series 2016A Bonds to \$5,000,000 (the Original Bonds, as increased in aggregate principal amount as described in this paragraph, are referred to herein as the "Bonds"); and

WHEREAS, a hearing for the Series 2016A Bonds in a not to exceed principal amount of \$5,000,000 is required; and

WHEREAS, the Company has engaged Northland Securities, Inc. to market the Bonds; and

WHEREAS, the Bonds will be marketed pursuant to one or more Preliminary Official Statements (defined herein); and

NOW, THEREFORE, IT IS RESOLVED by the City Council of the Issuer, as follows:

Section 1. This City Council shall meet on the 17th day of October, 2016, at the City Hall, 200 2<sup>nd</sup> Street NE, Bondurant, Iowa, at six o'clock p.m., at which time and place any resident or property owner of the Issuer may present oral or written objections on the proposal related to the Original Bonds referred to in the preamble hereof in a principal amount not to exceed \$4,735,000 for the Series 2016A Bonds and \$8,250,000 for the Series 2016B Bonds.

Section 2. The City Council shall meet on the 7<sup>th</sup> day of November, 2016, at the City Hall, 200 2<sup>nd</sup> Street NE, Bondurant, Iowa at six o'clock p.m., at which time and place any resident or property owner of the Issuer may present oral or written objections on the proposal related to the Series 2016A Bonds in a principal amount not to exceed \$5,000,000.

Section 3. The City Clerk is hereby directed to give notice of intention to issue the Series 2016A Bonds in a principal amount not to exceed \$5,000,000, setting forth the amount and purpose thereof, the time when and place where the hearing will be held, by publication at least once not less than fifteen (15) days prior to the date fixed for the hearing, in a newspaper published and having a general circulation within the Issuer. The notice shall be in substantially the following form:

**NOTICE OF INTENTION REGARDING THE ISSUANCE OF REVENUE REFUNDING BONDS (LUTHER PARK HEALTH CENTER, INC. PROJECT), SERIES 2016A**

The City Council of Bondurant, Iowa, (the "Issuer") will meet on the 7th day of November, 2016, at six o'clock p.m., at City Hall, 200 2<sup>nd</sup> Street NE, Bondurant, Iowa, for the purpose of conducting a hearing on the proposal for the issuance of Revenue Refunding Bonds (Luther Park Health Center, Inc. Project), Series 2016A (the "Bonds") of the Issuer, to be issued in an aggregate principal amount not to exceed \$5,000,000. Proceeds of the Series 2016A Bonds will be used pursuant to the Act for the purposes of: (a) refunding the previous issuance of Polk County, Iowa Health Care Facilities Revenue Bonds (Luther Park Health Center, Inc. Project), Series 2004, the proceeds of which were used to (i) finance the costs of site development, including demolition of houses at 2908, 2910 and 2912 East 16th Street and a maintenance garage at 1561 Hull Avenue in Des Moines, Iowa, and constructing, equipping and furnishing a three story senior housing facility on such site, consisting of approximately 19 assisted living units and 32 catered living units, (ii) fund a reserve fund, and (ii) pay costs of issuance and related costs (collectively, the "2004/2005 Project"); (b) funding a debt service reserve fund, and (c) paying for certain other costs associated with the issuance of the Series 2016A Bonds.

The Bonds, when issued, will be limited obligations and will not constitute general obligations of the Issuer nor will they be payable in any manner by taxation, but the Bonds will be payable solely and only from amounts received by the Issuer under a Loan Agreement between the Issuer and the Corporation, the obligations of which will be sufficient to pay the principal of and interest and redemption premium, if any, on the Bonds as and when the same shall become due.

At the time and place fixed for the hearing, individuals who appear will be given an opportunity to express their views for or against the proposal to issue the Bonds for the purpose of financing the Project. Written comments may also be submitted to the Issuer at the City Clerk's Office, City Hall, 200 2<sup>nd</sup> Street NE, Bondurant, Iowa, 50035. Written comments must be received by the above hearing date.

By order of the City Council of Bondurant, Iowa.

Shelby Hagan, City Clerk

Section 4. The use by the Underwriter of one or more documents to be used to market the Bonds (collectively, the "Preliminary Official Statements"), in connection with the marketing of the Bonds is hereby authorized and approved, subject to approval by Counsel to the City; provided such authorization and approval shall not be deemed to include authorization and approval of information contained in such Preliminary Official Statements other than information describing the City or its litigation, and only as the same relates to the City, but nothing contained in this Resolution shall be construed as prohibiting or limiting the Underwriter and the Company from including such information as they reasonably deem appropriate. The Preliminary Official Statements as of their respective dates will be, by approval thereof by the Mayor and City Clerk, deemed final by the City within the meaning of Rule 15c2-12(b)(1) of the Securities and Exchange Commission and the Mayor and City Clerk are authorized to execute and deliver such certificates as required to indicated such approval and to comply with SEC Rule 15c2-12 in connection with the offer, sale and issuance of the Bonds.

Section 5. All resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved October 3, 2016.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

•••••

On motion and vote, the meeting adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

STATE OF IOWA  
COUNTY OF POLK  
CITY OF BONDURANT

SS:

I, the undersigned, do hereby certify that I am the duly elected, qualified and acting City Clerk of the aforementioned City and that as such I have in my possession or have access to the complete official records of said City and of the City Council and officers; and that I have carefully compared the transcript hereto attached with the aforesaid official records and that said transcript hereto attached is a true, correct and complete copy of all of the official records showing the action taken by the City Council of said City to set a hearing date for a hearing with respect to the issuance of revenue bonds for the benefit of Luther Park Health Center, Inc. and to approve the use of one or more Preliminary Official Statements to market the Bonds as set forth therein.

WITNESS my hand and the seal of said City hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
City Clerk

(Seal)



NEW ISSUE-BOOK ENTRY ONLY

NOT RATED

*In the opinion of Bond Counsel, under existing law and assuming continuous compliance with the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), interest on the Bonds is excluded from gross income of the owners thereof for federal income tax purposes, and is not treated as an item of tax preference for purposes of determining the federal alternative minimum tax for individuals and corporations but is included in adjusted current earnings for purposes of the federal alternative minimum tax imposed on corporations. Interest on the Bonds is NOT excluded from income for State of Iowa income tax purposes. The Bonds will be designated by the Issuer as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX EXEMPTION" herein.*

\$4,735,000\*

\$7,960,000\*

**CITY OF BONDURANT, IOWA  
HEALTH CARE FACILITIES REVENUE  
REFUNDING BONDS  
(LUTHER PARK HEALTH CENTER, INC. PROJECT)  
SERIES 2016A**

**CITY OF BONDURANT, IOWA  
HEALTH CARE FACILITIES REVENUE  
REFUNDING BONDS  
(LUTHER PARK HEALTH CENTER, INC. PROJECT)  
SERIES 2016B**

**Dated: Date of Delivery**

**Due: December 1, as shown on the inside cover**

The City of Bondurant, Iowa Health Care Facilities Revenue Refunding Bonds (Luther Park Health Center, Inc. Project), Series 2016A (the "Series 2016A Bonds") and the City of Bondurant, Iowa Health Care Facilities Revenue Refunding Bonds (Luther Park Health Center, Inc. Project), Series 2016B (the "Series 2016B Bonds") and, together with the Series 2016A Bonds, the "Bonds") are issuable only as fully registered bonds without coupons, and when issued will be registered in the name of Cede & Co., as Bondholder and nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. Purchases of the Bonds will be made in book-entry form, in the denominations of \$5,000 or integral multiples thereof. Purchasers of the Bonds will not receive certificates representing their interest in the Bonds purchased. See "THE BONDS — Book-Entry Only System" herein.

Principal of, premium, if any, and interest on the Bonds will be paid by Wells Fargo Bank, National Association (the "Trustee") as Trustee and Paying Agent. So long as DTC or its nominee, Cede & Co., is the Bondholder, such payments will be made directly to such Bondholder, and disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants as more fully described herein. Neither the City of Bondurant, Iowa (the "Issuer"), Luther Park Health Center, Inc. (the "Borrower") nor the Trustee will have any responsibility or obligation to such DTC Participants, indirect participants or the persons for whom they act as nominee with respect to the Bonds. Interest on the Bonds will be payable commencing on April 1, 2017\* and semiannually thereafter on each April 1 and October 1, in each case until the respective maturity or earlier redemption thereof at the rate set forth on the inside cover hereof and shall mature on the dates on the inside cover hereof, subject to earlier redemption, upon surrender at the principal corporate trust office of the Trustee.

THE BONDS INVOLVE RISK. NO PROSPECTIVE PURCHASER OF THE BONDS SHOULD MAKE A DECISION TO PURCHASE ANY BONDS WITHOUT FIRST READING AND CONSIDERING IN FULL THIS ENTIRE OFFICIAL STATEMENT, INCLUDING, WITHOUT LIMITATION, THE SECTION ENTITLED "BONDHOLDERS' RISKS" HEREIN.

The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS- Redemption" herein.

THE BONDS, AND THE INTEREST PAYABLE THEREON, DO NOT REPRESENT OR CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF THE CONSTITUTION OR STATUTES OF THE STATE OF IOWA OR A PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER. THE BONDS AND THE INTEREST PAYABLE THEREON DO NOT GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS. THIS BOND AND SUCH OTHER BONDS OF THE SERIES OF WHICH IT FORMS A PART, AND THE INTEREST PAYABLE THEREON, ARE LIMITED OBLIGATIONS OF THE ISSUER AND ARE PAYABLE SOLELY FROM PAYMENTS TO BE MADE UNDER THE LOAN AGREEMENT WHICH ARE ALSO PLEDGED AND ASSIGNED FOR THE PAYMENT OF THE BONDS IN ACCORDANCE WITH THE INDENTURE.

The maturities, principal amounts, interest rates and prices of the Bonds are set forth in the inside cover of this Official Statement.

The Bonds are offered when, as and if issued by the Issuer and received by the Underwriter, subject to prior sale, to withdrawal or modification of the offer without any notice and to the approval of legality of the Bonds by Ahlers & Cooney, P.C., Des Moines, Iowa, Bond Counsel. Certain legal matters will be passed on for the Borrower by its counsel, Alan H. Bjork, PLC, Johnston, Iowa and by Dorsey & Whitney LLP, Des Moines, Iowa, as Underwriter's Counsel. The Underwriter intends, but is not obligated, to make a market in the Bonds. No assurance can be given that a secondary market will develop for the Bonds. For details of the Underwriter's compensation, see "UNDERWRITING" herein. It is expected that the Bonds in definitive form will be available for delivery in New York, New York, on or about November 17, 2016.



The date of this Official Statement is \_\_\_\_\_, 2016

\* Preliminary, subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be an sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, AND PRICES**

**\$4,735,000\***  
**CITY OF BONDURANT, IOWA**  
**REVENUE REFUNDING BONDS**  
**(LUTHER PARK HEALTH CENTER, INC. PROJECT)**  
**SERIES 2016A**

<u>Maturity</u> <u>(October 1)</u>	<u>Principal</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Yield</u>	<u>CUSIP</u> <u>Numbers**</u>
2017	_____	____%	____%	____%	_____
2018	_____	____%	____%	____%	_____
2019	_____	____%	____%	____%	_____
2020	_____	____%	____%	____%	_____
2021	_____	____%	____%	____%	_____
2022	_____	____%	____%	____%	_____
2023	_____	____%	____%	____%	_____
2024	_____	____%	____%	____%	_____
2025	_____	____%	____%	____%	_____
2026	_____	____%	____%	____%	_____
2027	_____	____%	____%	____%	_____
2028	_____	____%	____%	____%	_____
2029	_____	____%	____%	____%	_____
2031	_____	____%	____%	____%	_____
2032	_____	____%	____%	____%	_____
2033	_____	____%	____%	____%	_____
2034	_____	____%	____%	____%	_____

\$ \_\_\_\_\_ % Term Bond due October 1, 20 \_\_, CUSIP Number \*\* \_\_\_\_\_, Price: \_\_\_\_\_%, Yield: \_\_\_\_\_%

**\$7,960,000**  
**CITY OF BONDURANT, IOWA**  
**REVENUE REFUNDING BONDS**  
**(LUTHER PARK HEALTH CENTER, INC. PROJECT)**  
**SERIES 2016B**

<u>Maturity</u> <u>(October 1)</u>	<u>Principal</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Yield</u>	<u>CUSIP</u> <u>Numbers</u>
2017	\$ _____	____%	____%	____%	_____
2018	_____	____%	____%	____%	_____
2019	_____	____%	____%	____%	_____
2020	_____	____%	____%	____%	_____
2021	_____	____%	____%	____%	_____
2022	_____	____%	____%	____%	_____
2023	_____	____%	____%	____%	_____
2024	_____	____%	____%	____%	_____
2025	_____	____%	____%	____%	_____
2026	_____	____%	____%	____%	_____
2027	_____	____%	____%	____%	_____
2028	_____	____%	____%	____%	_____
2029	_____	____%	____%	____%	_____
2031	_____	____%	____%	____%	_____

\$ \_\_\_\_\_ % Term Bond due October 1, 20 \_\_, CUSIP Number \*\* \_\_\_\_\_, Price: \_\_\_\_\_%, Yield: \_\_\_\_\_%

\$ \_\_\_\_\_ % Term Bond due October 1, 20 \_\_, CUSIP Number \*\* \_\_\_\_\_, Price: \_\_\_\_\_%, Yield: \_\_\_\_\_%

\* Preliminary, subject to change.

\*\* CUSIP numbers shown above have been assigned by a separate organization not affiliated with the Issuer, the Borrower or the Underwriter. None of the Issuer, the Borrower or the Underwriter have selected or are responsible for selecting the CUSIP numbers assigned to the Bonds nor do they make any representation as to the correctness of such CUSIP numbers on the Bonds or as indicated above.

## REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the Issuer, the Borrower or the Underwriter to give information or to make any representations with respect to the Bonds, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder implies that there has been no change in the matters described herein since the date hereof.

The information set forth herein has been obtained from the Issuer, the Borrower, or other sources that are deemed to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriter. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create an implication that there has been no change in the affairs of the Borrower since the date hereof. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The Issuer has provided only that information in this Official Statement that is contained under the heading "THE ISSUER" and, as to the Issuer, under the heading "LITIGATION." The Issuer has not furnished or verified any other information or statements contained in this Official Statement and is not responsible for the sufficiency, completeness, or accuracy of such other information or statements.

Certain information contained herein has been obtained from the Borrower and other sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness and is not to be construed to be the representation of the Issuer or the Underwriter. Neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Borrower since the date hereof. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale on the Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THESE SECURITIES IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE JURISDICTIONS IN WHICH THEY HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER JURISDICTIONS SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE JURISDICTIONS NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SECURITIES OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE BORROWER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

### FORWARD-LOOKING STATEMENTS

This Official Statement, including Appendices A and B, contains statements which should be considered "forward-looking statements," meaning they refer to possible future events or conditions. Such statements are generally identifiable by the words such as "plan," "expect," "estimate," "budget," or similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE BORROWER DOES NOT EXPECT OR INTEND TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR OR FAIL TO OCCUR.

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**OFFICIAL STATEMENT**

relating to

**\$4,735,000\***

**CITY OF BONDURANT, IOWA  
HEALTH CARE FACILITIES REVENUE  
REFUNDING BONDS**

**(LUTHER PARK HEALTH CENTER, INC. PROJECT)  
SERIES 2016A**

**\$7,960,000\***

**CITY OF BONDURANT, IOWA  
HEALTH CARE FACILITIES REVENUE  
REFUNDING BONDS**

**(LUTHER PARK HEALTH CENTER, INC. PROJECT)  
SERIES 2016B**

**INTRODUCTION**

This Official Statement, including the cover page and Appendices, is furnished in connection with the offering of \$4,735,000\* in principal amount of Health Care Facilities Revenue Refunding Bonds (Luther Park Health Center, Inc. Project), Series 2016A (the "Series 2016A Bonds") \$7,880,000\* in principal amount of Health Care Facilities Revenue Refunding Bonds (Luther Park Health Center, Inc. Project), Series 2016B (the "Series 2016B Bonds" and, together with the Series 2016A Bonds, the "Bonds") of the City of Bondurant, Iowa (the "Issuer"). The Bonds will be issued under a Trust Indenture dated as of November 1, 2016 (the "Indenture") from the Issuer to Wells Fargo Bank, National Association, Minneapolis, Minnesota, as Trustee (the "Trustee"). The Bonds are being issued pursuant to Chapter 419 of the Code of Iowa (the "Act"). The proceeds of the sale of the Bonds will be loaned by the Issuer to Luther Park Health Center, Inc., an Iowa non-profit corporation (the "Borrower") pursuant to a Loan Agreement dated as of November 1, 2016 (the "Loan Agreement") between the Issuer and the Borrower.

Proceeds of the Series 2016A Bonds will be used for the purposes of: (a) refunding outstanding principal amount of the Polk County, Iowa (the "Prior Issuer") Health Care Facilities Revenue Bonds (Luther Park Health Center, Inc. Project), Series 2004 (the "Series 2004 Bonds"), the proceeds of which were used to (i) finance a portion of the costs of site development, including demolition of houses at 2908, 2910 and 2912 East 16th Street and a maintenance garage at 1561 Hull Avenue in Des Moines, Iowa, and constructing, equipping and furnishing a three story senior housing facility on such site, consisting of approximately 19 assisted living units and 32 catered living units (collectively, the "Series 2004/2005 Project"), (ii) funding a reserve fund, and (iii) paying costs of issuance and related costs; (b) funding a debt service reserve fund and (c) paying for certain other costs associated with the issuance of the Series 2016A Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

Proceeds of the Series 2016B Bonds will be used for the purposes of: (a) refunding the outstanding principal amount of the Prior Issuer's Health Care Facilities Revenue Bonds (Luther Park Health Center, Inc. Project), Series 2005 (the "Series 2005 Bonds"), the proceeds of which were used to finance a portion of the Series 2004/2005 Project; (b) refunding the outstanding principal amount of the Prior Issuer's Health Care Facilities Revenue and Refunding Bonds (Luther Park Health Center, Inc. Project), Series 2007A (the "Series 2007A Bonds"), the proceeds of which were used to (i) advance refund the outstanding principal amount of the Polk County's outstanding \$4,000,000 Health Care Facilities Revenue Bonds (Luther Park Health Center, Inc. Project), Series 2003 (the "Series 2003 Bonds") which originally financed improvements at 1555 Hull Avenue, Des Moines, Iowa, (ii) construct a two floor addition to the Borrower's existing facility, finance certain capital improvements at the Corporation's health care and assisted living facilities, and provide additional parking located at 2706 – 2718 and 2913 – 2919, 16th Street, Des Moines, Iowa, (iii) fund a debt service reserve fund, and (iv) fund certain costs of issuance; (c) refunding the outstanding principal amount of the Prior Issuer's Health Care

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\* Preliminary, subject to change.

Facilities Revenue Bonds (Luther Park Health Center, Inc. Project), Series 2007C (the "Series 2007C Bonds" and, together with the Series 2004 Bonds, the Series 2005 Bonds and the Series 2007A Bonds, the "Prior Bonds"), the proceeds of which were originally used to (i) finance the construction of an addition to the Borrower's senior housing facility known as The Gardens at Luther Park and the purchase of land and demolition of existing homes and other structures for expansion and parking related to its facilities (the "Series 2007C Project") located at 2910 E. 16th Street, Des Moines, Iowa, (ii) fund a debt service reserve fund, and (iii) fund certain costs of issuance; (d) funding a debt service reserve fund for the Series 2016B Bonds; and (e) paying for certain other costs associated with the issuance of the Series 2016B Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2016A Bonds and the Series 2016B Bonds will be secured by separate Debt Service Reserve Funds held by the Trustee under the Indenture. The Borrower will execute a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, dated as of November 1, 2016 (the "Mortgage") in favor of the Trustee to further secure the Bonds.

This Official Statement contains descriptions of, among other matters, the Bonds, the Indenture, the Loan Agreement, the Mortgage and the Borrower. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Indenture, the Loan Agreement and the Mortgage are qualified in their entirety by reference to such documents, and references herein to the Bonds are qualified in their entirety by reference to the forms thereof included in the Indenture. Until the issuance and delivery of the Bonds, copies of the Indenture, the Loan Agreement, the Mortgage, and the other documents described herein may be obtained from the Underwriter of the Bonds. After delivery of the Bonds, copies of such documents will be available for inspection at the principal corporate trust office of the Trustee.

For summaries of the Loan Agreement, the Indenture and the Mortgage, including certain covenants relating to the Borrower, see "DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS" in Appendix C.

*Certain capitalized terms used in this Official Statement have the meanings set forth in Appendix C hereto.*

In connection with the issuance of the Bonds, the Borrower is undertaking to provide certain continuing disclosures, all as further set forth in the Continuing Disclosure Agreement dated as of November 1, 2016 (the "Continuing Disclosure Agreement") to be entered into between the Borrower and the Trustee. See "CONTINUING DISCLOSURE" herein and "FORM OF CONTINUING DISCLOSURE AGREEMENT" in Appendix E hereto.

#### The Issuer

The Issuer is a City and a political subdivision of the State of Iowa. Pursuant to the Act and resolutions adopted by the governing body of the Issuer, the Issuer is authorized to issue the Bonds; to lend the proceeds thereof to the Borrower in order to refund the Prior Bonds, fund debt service reserve funds and pay the costs of issuance related to the Bonds; and to secure the Bonds by a pledge and assignment to the Trustee of all rights (except as hereinafter described) under the Loan Agreement.

THE BONDS WILL NOT CONSTITUTE OR GIVE RISE TO A GENERAL OBLIGATION OR LIABILITY OF, OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF, THE ISSUER, NOR ARE THE HOLDERS OF THE BONDS GRANTED THE RIGHT TO HAVE THE ISSUER LEVY ANY TAXES OR APPROPRIATE ANY FUNDS FOR THE PAYMENT OF THE PRINCIPAL THEREOF OR THE INTEREST OR ANY PREMIUM ON THE BONDS.

## The Borrower

Luther Park Health Center, Inc. is a non-profit corporation organized under the laws of the State of Iowa in 1977 to provide nursing care and assisted living facilities. The Borrower currently operates a 120-bed nursing facility known as Trinity Center (“Trinity Center”) and a 68-unit assisted living facility known as The Gardens (“The Gardens” and, together with Trinity Center, the “Facilities”). Trinity Center includes a 10-bed chronic confusion and dementing illness (“CCDI”) unit known as the “Lindens.” The Facilities serve a market consisting primarily of Polk County, Iowa. The Borrower is affiliated with Luther Park Apartments, Inc. (“Luther Park Apartments”), which owns and operates 147 rentable units of senior housing in Des Moines, Iowa, and Luther Care Services (“Luther Care Services”), which provides administrative and accounting functions. NEITHER LUTHER PARK APARTMENTS NOR LUTHER CARE SERVICES ARE OBLIGATED WITH RESPECT TO THE BONDS. The Borrower has received a determination letter from the Internal Revenue Service stating that it is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is therefore exempt from federal income tax under Section 501(a) of the Code.

[The Borrower received a notice on February 13, 2012 from the Internal Revenue Service (the “IRS”) that its status as an organization described in Section 501(c)(3) of the Code had been revoked for failure to file its IRS Form 990 information return effective as of May 15, 2011 (the “Revocation Date”). The Borrower had timely filed its IRS Form 990 information returns in a consolidated filing with its affiliates. Following discussions with the IRS the Borrower received a response that the taxpayer identification number on the filed Form 990s was for use by the parent only, and not for use on consolidated filings. The Borrower requested reinstatement of its 501(c)(3) status effective from the Revocation Date and the Borrower received a letter from the IRS in February of 2014 reinstating its 501(c)(3) status retroactive to the Revocation Date.

In addition, during discussions with the IRS regarding the revocation of its tax-exempt status the Borrower applied under the IRS Voluntary Closing Agreement Program (“VCAP”) for relief in order to maintain the tax-exempt status of the Prior Bonds. Once the Borrower’s tax-exempt status was reinstated retroactively by the IRS, the IRS informed the Borrower it was closing the application for VCAP as the basis for the VCAP application (the revocation of the Borrower’s tax-exempt status) was moot.]

For additional information, see APPENDIX A — INFORMATION CONCERNING LUTHER PARK HEALTH CENTER, INC. Certain combined financial statements of the Borrower, Luther Park Apartments and Luther Care Services are included in Appendix B to this Official Statement.

## The Financing

The proceeds from the sale of the Bonds will be used to provide funds to refund the Prior Bonds, fund separate debt service reserve funds for each of the Series 2016A Bonds and the Series 2016B Bonds, and pay costs related to the issuance of the Bonds. The Borrower will use funds on hand to pay any additional costs related to the issuance of the Bonds in excess of those anticipated to be paid from proceeds of the Bonds.

For a more detailed description of the uses of the proceeds of the Bonds, and such other moneys, see “ESTIMATED SOURCES AND USES OF FUNDS” herein.

## Security for the Bonds

The Bonds are limited obligations of the Issuer, payable solely from payments made by the Borrower pursuant to the Loan Agreement. The amounts payable by the Borrower under the Loan Agreement are expected to be in the amount sufficient to pay (i) the principal of, premium, if any, and interest on the Bonds and (ii) certain fees and expenses of the Trustee or the Issuer incurred in the future.

See “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS — SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT in Appendix C.

The Issuer will secure the Bonds by entering into the Indenture, under which the Issuer will pledge to the Trustee the Issuer’s interest (with certain reservations) under the Loan Agreement and the Issuer’s interest in certain funds created under the Indenture.

The Indenture establishes separate debt service reserve funds for the benefit of each of the Series 2016A Bonds and the Series 2016B Bonds. At the time the Bonds are issued, an amount equal to \$193,031.25\* with respect to the Series 2016A Bonds (the “Series 2016A Debt Service Reserve Requirement”) and an amount equal to \$264,976.25\* with respect to the Series 2016B Bonds (the “Series 2016B Bonds” a “Debt Service Reserve Requirement”) will be deposited in the applicable Debt Service Reserve Fund, to be funded from proceeds of the Bonds and/or the funds on deposit in the debt service reserve funds securing the Prior Bonds. The moneys in the applicable Debt Service Reserve Fund are required to be used whenever, and to the extent that, moneys on deposit in the applicable Bond Fund established under the Indenture are insufficient to pay the interest on and principal of the applicable Bonds. The Borrower is required, pursuant to the terms of the Loan Agreement, to fund deficiencies in the applicable Debt Service Reserve Fund.

The Indenture establishes a repair and replacement fund (the “Repair and Replacement Fund”). Pursuant to the Loan Agreement, the Borrower is required to make monthly payments of \$5,000 to the Trustee for deposit into the Repair and Replacement Fund until the amount on deposit therein is at least \$250,000\* (the “Repair and Replacement Fund Requirement”). If, at any time thereafter the amount on deposit in the Repair and Replacement Fund is less than the Repair and Replacement Fund Requirement, the Borrower will resume making such payments to the Trustee until the amount on deposit in the Repair and Replacement Fund equals or exceeds the Repair and Replacement Fund Requirement. The moneys on deposit in the Repair and Replacement Fund are to be used to pay costs of repairs and replacements to the Facilities, but not for new capital projects. However, amounts on deposit in the Repair and Replacement Fund may be used to make up any deficiencies in the applicable Bond Fund, after making any transfers from the applicable Debt Service Reserve Fund. If the principal of the Bonds is accelerated, the Trustee is required pursuant to the Indenture to transfer all amounts in the Repair and Replacement Fund to the applicable Bond Fund.

The Borrower’s payment obligations with respect to the Bonds are further secured by the Mortgage, which creates a lien upon the Borrower’s facilities, subject to certain Permitted Encumbrances. See “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGE” in Appendix C hereto.

#### Parity Obligations; Additional Debt

Pursuant to the Indenture and the Loan Agreement, under certain circumstances the Issuer may issue Additional Bonds or incur other debt on a parity with the Bonds. See “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Additional Bonds,” and “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS - “SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT” – Restrictions as to Incurrence of Additional Indebtedness,” all in Appendix C.

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\* Preliminary, subject to change.

## Risks

An investment in the Bonds involves certain risks. See “BONDHOLDERS’ RISKS” herein.

## THE BONDS

### Description of the Bonds

The Bonds are issuable only as fully registered bonds without coupons in denomination of \$5,000 each and integral multiples thereof. The Bonds will be dated the date of delivery thereof, and will bear interest from that date at the rates and will mature on the dates and in the amounts set forth on the inside cover of this Official Statement. Interest on the Bonds will be payable semi-annually on April 1 and October 1, commencing April 1, 2017\*. Interest on the Bonds is calculated on the basis of a 360-day year consisting of twelve 30-day months.

### Book-Entry Only System

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant

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\* Preliminary, subject to change.

through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Paying Agent, on any payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, Issuer or the Borrower, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor Bonds depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer and the Borrower believe to be reliable, but neither the Issuer, the Borrower, nor the Paying Agent takes any responsibility for the accuracy thereof.

Redemption

*Optional Redemption.*

The Series 2016A Bonds maturing on or after October 1, 20\_\_\* are subject to redemption prior to maturity at any time, on any Business Day on or after October 1, 20\_\_,\* in whole or in part (and if in part, by maturities as may be directed by the Borrower and within a maturity by lot in such manner as the Trustee may determine to be fair and equitable), upon receipt by the Trustee of a written certificate from the Borrower stating that it intends to prepay all or a part of the amounts payable under the Loan Agreement and thereby effect redemption of all or a part of the Series 2016A Bonds at the redemption prices (expressed as a percentage of the principal amount thereof to be redeemed) set forth below plus accrued interest on such Series 2016A Bonds to the redemption date:

<u>Series 2016A Redemption Dates</u>	<u>Redemption Price</u>
October 1, 20__ through September 30, 20__	_____%
October 1, 20__ and thereafter	_____%

The Series 2016B Bonds maturing on or after October 1, 20\_\_\* are subject to redemption prior to maturity at any time, on any Business Day on or after October 1, 20\_\_,\* in whole or in part (and if in part, by maturities as may be directed by the Borrower and within a maturity by lot in such manner as the Trustee may determine to be fair and equitable), upon receipt by the Trustee of a written certificate from the Borrower stating that it intends to prepay all or a part of the amounts payable under the Loan Agreement and thereby effect redemption of all or a part of the Series 2016B Bonds at the redemption prices (expressed as a percentage of the principal amount thereof to be redeemed) set forth below plus accrued interest on such Series 2016B Bonds to the redemption date:

<u>Series 2016B Redemption Dates</u>	<u>Redemption Price</u>
October 1, 20__ through September 30, 20__	_____%
October 1, 20__ and thereafter	_____%

*Mandatory Sinking Fund Redemption.*

The Series 2016A Bonds maturing on October 1, 20\_\_ are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date</u> <u>(December 1)*</u>	<u>Sinking Fund</u> <u>Principal Amount*</u>
20__	\$ _____
20__**	_____

\*\*Stated Maturity

\* Preliminary, subject to change.

The Series 2016B Bonds maturing on October 1, 20\_\_ are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

Redemption Date (December 1)*	Sinking Fund Principal Amount*
20__	\$ _____
20__**	_____

\*\*Stated Maturity

*Mandatory Redemption.* The Bonds are subject to redemption, in whole, but not in part, at a redemption price of 100% of the principal amount thereof to be redeemed (103% of the principal amount to be redeemed upon the occurrence of an event described in paragraph (ii) below) plus accrued interest to the redemption date, at the earliest practicable date on any Business Day, but not more than 120 days after the date of the occurrence of any of the following events:

(i) If as a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or of final decree, judgment or order of any court or administrative body (whether state or federal), the Loan Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed in the Loan Agreement; or

(ii) There shall be a Determination of Taxability with respect to the Bonds so long as such determination, decision or decree is not being appealed or otherwise contested in good faith by the Borrower.

*Extraordinary Optional Redemption.* Under circumstances described in the Loan Agreement, the Mortgage and the Indenture, the Bonds are also subject to redemption at the option of the Borrower in whole or in part at any time, and by lot in such manner as the Trustee shall designate, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date of redemption, but without premium, in case all or a portion of the Facilities shall be damaged, destroyed or condemned.

*Selection of Bonds for Redemption.* If less than all of the Bonds are to be redeemed, the Borrower shall determine the maturities and amounts thereof to be redeemed and shall notify the Issuer and the Trustee thereof at least 45 days prior to the date fixed for redemption. If less than all Bonds of a maturity are to be redeemed, the Borrower shall give the Issuer and the Trustee, at least 45 days in advance of the date fixed for redemption, notice of the aggregate principal amount of such Bonds to be redeemed and thereupon the Trustee shall select by lot, in any manner it shall deem fair, the Bonds of such maturity to be redeemed and shall thereafter promptly notify the Borrower in writing of the particular Bonds or portions thereof to be redeemed.

*Purchase in Lieu of Redemption.* In lieu of redeeming Bonds, the Trustee may, at the request of the Borrower, use such funds otherwise available hereunder for redemption of Bonds to purchase Bonds in the open market at a price not exceeding the redemption price then applicable hereunder.

\* Preliminary, subject to change.

*Notice of Redemption.* Notice of the call for any such redemption shall be given to the registered owners of the Bonds to be redeemed to the address shown on the Bond Register not less than 30 days nor more than 60 days prior to the redemption date; provided, however, that failure to give such notice or a defect in the notice as to any Bond will not affect the validity of any proceedings for redemption as to any other Bond with respect to which notice was properly given. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture. In the event of any call for redemption, the Borrower shall pay all expenses of redemption and all other liabilities under the Loan Agreement, in addition to the amounts set forth above.

## SECURITY FOR THE BONDS

### Limited Obligations of the Issuer

THE BONDS, AND THE INTEREST PAYABLE THEREON, DO NOT REPRESENT OR CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF THE CONSTITUTION OR STATUTES OF THE STATE OF IOWA OR A PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER. THE BONDS AND THE INTEREST PAYABLE THEREON DO NOT GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS. THIS BOND AND SUCH OTHER BONDS OF THE SERIES OF WHICH IT FORMS A PART, AND THE INTEREST PAYABLE THEREON, ARE LIMITED OBLIGATIONS OF THE ISSUER AND ARE PAYABLE SOLELY FROM PAYMENTS TO BE MADE UNDER THE LOAN AGREEMENT WHICH ARE ALSO PLEDGED AND ASSIGNED FOR THE PAYMENT OF THE BONDS IN ACCORDANCE WITH THE INDENTURE.

### The Loan Agreement

Pursuant to the Loan Agreement, the Borrower agrees to make payments to the Issuer in such amounts and at such times as are sufficient to pay in full, when due, the principal of, premium, if any, and interest on the Bonds. Pursuant to the Indenture, the Loan Agreement has been assigned by the Issuer to the Trustee and, consequently, the Borrower will make its payments directly to the Trustee. See “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT” in Appendix C.

### The Mortgage

The Borrower’s payment obligations with respect to the Bonds are further secured by the Mortgage, which creates a lien upon the Facilities, subject to certain Permitted Encumbrances. For a discussion of the security granted by the Borrower to the Trustee, see “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGE” in Appendix C.

### The Indenture

*Assignment by Issuer to the Trustee.* Pursuant to the Indenture, the Issuer will assign to the Trustee, as security for the payment of the Bonds, the following:

1. All right, title and interest of the Issuer in and to the Loan Agreement and the amounts payable to the Issuer under the Loan Agreement (excluding fees and expenses payable to the Issuer and the Issuer’s right to indemnification in certain circumstances); and

2. Any and all other property of every kind and nature from time to time, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Issuer or the Borrower or by anyone on their behalf to the Trustee, including without limitation funds of the Borrower held by the Trustee as security for the Bonds except for amounts on deposit in the Rebate Fund.

*Debt Service Reserve Funds.* The Indenture creates (i) a City of Bondurant, Iowa, Health Care Facilities Revenue Refunding Bonds (Luther Park Health Center, Inc. Project) Series 2016A Debt Service Reserve Fund (the "Series 2016A Debt Service Reserve Fund") which is to be held by the Trustee as a reserve for the payment of principal of and interest on the Series 2016A Bonds and (ii) a City of Bondurant, Iowa, Health Care Facilities Revenue Refunding Bonds (Luther Park Health Center, Inc. Project) Series 2016B Debt Service Reserve Fund (the "Series 2016B Debt Service Reserve Fund") which is to be held by the Trustee as a reserve for the payment of principal of and interest on the Series 2016B Bonds. The amount of \$193,031.25\* will be deposited in the Series 2016A Debt Service Reserve Fund upon the issuance of the Bonds and the amount of \$264,976.25\* will be deposited in the Series 2016B Debt Service Reserve Fund upon the issuance of the Bonds.

Moneys in the applicable Debt Service Reserve Fund shall, to the extent necessary from time to time, be transferred into the applicable Bond Fund in order to meet any deficiencies in payments required to be made by the Borrower into the applicable Bond Fund pursuant to the Loan Agreement, upon a determination by Trustee that such deficiencies exist with respect to such payments. If moneys in the applicable Debt Service Reserve Fund are used for such purpose the Trustee shall immediately notify the Borrower, and the Borrower shall pay to the Trustee in three equal monthly installments commencing on the 15th day of the month following the transfer for deposit into the applicable Debt Service Reserve Fund an amount equal to the amount by which moneys in the applicable Debt Service Reserve Fund are less than the applicable Debt Service Reserve Requirement. If not used for the aforementioned purpose, the Trustee shall hold the applicable Debt Service Reserve Fund in trust, to be applied toward payment of the final payment or payments of principal of and interest on the applicable Bonds if moneys in the applicable Debt Service Reserve Fund shall be sufficient to pay the principal of and interest on all applicable Bonds outstanding, or toward redemption of the applicable Bonds when the applicable Bonds are by their terms redeemable and all of the outstanding applicable Bonds are to be redeemed and paid in full. All earnings from investment of moneys in the applicable Debt Service Reserve Fund, to the extent that the amount in the applicable Debt Service Reserve Fund exceeds the applicable Debt Service Reserve Requirement, shall be deposited into the applicable Bond Fund to be used for payment of principal of, premium, if any, and interest on the applicable Bonds on the next interest or principal payment date.

*Repair and Replacement Fund.* The Indenture establishes the Repair and Replacement Fund. Pursuant to the Loan Agreement, the Borrower is required to make monthly payments in the amount of \$5,000 to the Trustee for deposit into the Repair and Replacement Fund until the amount on deposit therein is at least \$250,000\* (the "Repair and Replacement Fund Requirement"). If, at any time thereafter the amount on deposit in the Repair and Replacement Fund is less than the Repair and Replacement Fund Requirement, the Borrower will resume making such payments to the Trustee until the amount on deposit in the Repair and Replacement Fund equals or exceeds the Repair and Replacement Fund Requirement. The moneys on deposit in the Repair and Replacement Fund are to be used to pay costs of repairs and replacements to the Facilities, but not for new capital projects. However, amounts on deposit in the Repair and Replacement Fund may be used to make up any deficiencies in the Bond Fund, after making any transfers from the Debt Service Reserve Fund. If the principal of the Bonds is accelerated, the Trustee is required pursuant to the Indenture to transfer all amounts in the Repair and Replacement Fund to the Bond Fund.

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\* Preliminary, subject to change.

### Subordination of Management Fees

Luther Care Services provides certain management and administrative fees for the Borrower and receives fees as consideration for such services. Pursuant to the Subordination of Management Fees Agreement, between Luther Care Services and the Borrower, Luther Care Services has agreed to subordinate the payment of its management fees to the repayment of debt service with respect to the Bonds to the extent payment of said management fees would impair the Borrower's ability to pay debt service on its indebtedness including the Bonds.

### **PLAN OF FINANCE**

Proceeds of the Series 2016A Bonds will be used for the purposes of: (a) refunding the Series 2004 Bonds, the proceeds of which were used to (i) finance a portion of the costs of the Series 2004/2005 Project, (ii) fund a reserve fund, and (iii) pay costs of issuance and related costs; (b) funding a debt service reserve fund and (c) paying for certain other costs associated with the issuance of the Series 2016A Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

Proceeds of the Series 2016B Bonds will be used for the purposes of: (a) refunding the Series 2005 Bonds, the proceeds of which were used to finance a portion of the Series 2004/2005 Project; (b) refunding the Series 2007A Bonds, the proceeds of which were used to (i) advance refund the outstanding principal amount of the Prior Issuer's \$4,000,000 Health Care Facilities Revenue Bonds (Luther Park Health Center, Inc. Project), Series 2003 (the "Series 2003 Bonds") which originally financed improvements at 1555 Hull Avenue, Des Moines, Iowa, (ii) construct a two floor addition to the Borrower's existing facility, finance certain capital improvements at the Corporation's health care and assisted living facilities, and provide additional parking located at 2706 – 2718 and 2913 – 2919, 16th Street, Des Moines, Iowa, (iii) fund a debt service reserve fund, and (iv) fund certain costs of issuance; (c) refunding the Series 2007C Bonds, the proceeds of which were originally used to (v) finance the Series 2007C Project, (vi) fund a debt service reserve fund, and (vii) fund certain costs of issuance; (d) funding a debt service reserve fund for the Series 2016B Bonds; and (e) paying for certain other costs associated with the issuance of the Series 2016B Bonds. See "ESTIMATED SOURCES AND USES OF FUNDS" herein.

## ESTIMATED SOURCES AND USES OF FUNDS\*

The estimated sources and uses of funds relating to the Bonds, exclusive of accrued interest, are as follows:

### Sources of Funds:

Series 2016A Bonds	\$ 4,890,000.00
Series 2016B Bonds	\$ 7,960,000.00
Prior Debt Service Reserve Funds	\$ 1,050,000.00
Prior Debt Service Funds	\$ 151,658.34
Borrower Funds	<u>\$ 100,875.00</u>
Total Sources of Funds	<u>\$14,152,533.34</u>

### Uses of Funds:

Deposit to Escrow Fund for Redemption of the Prior Bonds	\$13,333,878.94
Series 2016A Debt Service Reserve Fund	\$ 193,031.25
Series 2016B Debt Service Reserve Fund	\$ 264,976.25
Costs of Issuance (including Underwriter's Discount and rounding amount)	<u>\$ 360,646.90</u>
Total Uses of Funds	<u>\$14,152,533.34</u>

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\* Preliminary, subject to change.

## PRINCIPAL AND INTEREST REQUIREMENTS \*

The following table sets forth, for each Fiscal Year ending December 31, the amounts required in each Fiscal Year for the payment of debt service on the Bonds.

December 31,	Series 2016A Bonds		Series 2016B Bonds		TOTAL
	Principal	Interest	Principal	Interest	

## BONDHOLDERS' RISKS

### General

No person should purchase any Bond without carefully reviewing this entire Official Statement, including, without limitation, the following information which summarizes some, but not all, of the risks associated with such purchase.

As noted above, except to the extent that the Bonds are payable from the proceeds thereof or investment income thereon or, under certain circumstances, proceeds of insurance or condemnation awards, the Bonds are payable solely from payments to be made by the Borrower under the Loan Agreement and amounts on deposit in the funds and accounts created under the Indenture (other than the Rebate Fund).

Certain risks are inherent in the successful operation of the Borrower's facilities. Such risks should be considered in evaluating the Borrower's ability to generate sufficient revenues to pay the principal of, premium, if any, and interest on the Bonds when due. **This section discusses some of these risks, but it is not intended to be a comprehensive listing of all risks associated with the operation of the Borrower or the payment of the Bonds.**

### Changes in Federal and State Law

From time to time, there are legislative proposals that, if enacted, could adversely affect the federal and state tax matters referred to herein, adversely affect the marketability or market value of the

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\* Preliminary, subject to change.

Bonds, or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. No prediction is made concerning future events. The opinions expressed by Bond Counsel in connection with the issuance of the Bonds are based upon existing law. Purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed legislation, regulatory actions, or litigation.

Regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

#### Federal Budget Issues

The Budget Control Act of 2011 (the “BCA”) mandates significant reductions and spending caps on the federal budget for the federal fiscal years 2012-2021. The BCA also created a Joint Select Committee on Deficit Reduction (the “Super Committee”) to develop a plan by November 23, 2011 to further reduce the federal deficit in the amount of \$1.5 trillion. As the Super Committee failed to act, the BCA mandated that [certain reductions], could be triggered to take effect on January 2, 2013. The Medicaid program is currently exempt from such automatic reductions. The American Taxpayer Relief Act of 2012 (the “ATRA”) postponed this scheduled reduction until March 1, 2013.

It is possible that Congress will take action to eliminate some or all of the reductions in the future and any Congressional action could be made retroactive in order to eliminate some or all of the cuts even to the extent they were imposed. However, there is no certainty that Congress will take any action. Absent further Congressional action, these automatic spending cuts will become permanent. Because Congress may make changes to the budget in the future, it is impossible to predict the impact any spending cuts may have upon the Borrower. Similarly, it is impossible to predict whether any automatic reductions to Medicaid may be triggered in lieu of other spending cuts that may be proposed by Congress. If and to the extent Medicaid spending is reduced under either scenario, this may have a material adverse effect upon the financial condition of the Borrower. Ultimately, these reductions or alternatives could have a disproportionate impact on providers and could have an adverse effect on the financial condition of the Borrower, which could be material.

In the past, the United States government has shut down and curtailed most routine operations after Congress failed to enact legislation appropriating funds for a fiscal year, or a continuing resolution for interim authorization of appropriations for the remainder of a fiscal year. During such shutdowns, many federal employees are furloughed and other federal employees were required to report to work without known compensation dates. If a government shutdown occurs in the future, there can be no assurance that federal payments, including Medicare payments or Medicaid payments to the states, will occur on a timely basis or at all during such a shutdown. While prior governmental shutdowns and continuing resolutions have not had a material adverse effect on the Borrower’s revenues, there can be no assurance that future governmental shutdowns will not adversely affect such revenues.

### Adequacy of Revenues

The Borrower is not expected to have any revenues except those derived from operations of the Facilities. The Bonds will be payable solely from payments to be made by the Borrower under the Loan Agreement as provided therein and the funds held under and pursuant to the Indenture. The ability of the Borrower to make payments under the Loan Agreement is dependent upon the generation of revenues by the Borrower in the amounts necessary for the Borrower to pay the principal of and interest on the Bonds when due, as well as other operating and capital expenses. The realization of future revenues and expenses are subject to, among other things, the capabilities of the management of the Borrower, changes in occupancy or services provided by the Facilities and future economic and other conditions that are unpredictable and that may affect revenues and payment of principal of and interest on the Bonds. No representation or assurance can be made that Net Income Available for Debt Service will be realized by the Borrower in amounts sufficient to make payments of principal of and interest on the Bonds when due. See "BONDHOLDERS' RISKS – Competition from Other Senior Housing Facilities" herein.

### Nature of Income and Assets of the Elderly

A large percentage of the monthly income of the residents of the Facilities is expected to be fixed in amount, consisting of income derived from savings, pensions, investments and Social Security payments. If, due to inflation or otherwise, substantial increases in monthly rental fees are required to cover increases in operating costs and other expenses, residents may have difficulty paying or may be unable to pay increased fees. In addition, some residents may need to liquidate assets, such as by selling a home to pay the required fees. The Borrower's inability to collect from residents the full amount of their payment obligations, either when due or at all, may jeopardize the ability of the Borrower to pay amounts due under the Loan Agreement and the Bonds.

### [Rights of Residents Under Residency Agreements

The Borrower enters into residency agreements with its residents. Although these agreements give to each resident a contractual right to use space and not any ownership rights in the Facilities, in the event that a Trustee or the holders of the Bonds were to seek to enforce any of the remedies provided by the Indenture upon the occurrence of a default or the Trustee seeks to enforce remedies under the Mortgage, it is impossible to predict the resolution that a court might make of competing claims among the Trustee or the holders of the Bonds and a resident of the Facilities who has fully complied with all the terms and conditions of his or her residency agreement.]

### [Organized Resident Activity

The Borrower may, from time to time, be subject to pressure from organized groups of residents seeking, among other things, to raise the level of services or to maintain the level of monthly fees with respect to the Facilities or other charges without increase. Moreover, the Borrower may be subject to conflicting pressures from different groups of residents, some of whom may seek an increase in the level of services while others wish to hold down monthly fees and other charges. No assurance can be given that the Borrower will be able to satisfactorily meet the needs of such resident groups.]

### [Increases in Medical Costs

Because the Borrower is obligated to provide certain medical care, a deviation from the anticipated mortality rate or medical care requirements of the resident population or substantial unanticipated increases in the cost of medical care could have a negative impact on the operations of the Facilities. Residents are required to obtain Medicare Part A, Medicare Part B, or an equivalent replacement plan, and supplemental insurance satisfactory to the Borrower; however, Medicare does not cover the cost of nursing home care except under certain limited circumstances (including up to 100 days

of skilled nursing care following a 3-day hospital stay). In addition, the cost of providing healthcare services may increase due to increases in salaries paid to nurses and other healthcare personnel and due to shortages in such personnel that may require use of employment agencies.]

#### Limited Assets of the Borrower

The sole business of the Borrower consists of the ownership and operation of the Facilities. Although it may seek donations from groups and individuals, the Borrower currently has no sources of funds if revenues from operation of the Facilities are not sufficient to cover expenses, including debt service on the Bonds.

#### Competition from other Facilities

Competition from other nursing and assisted living facilities now or hereafter located in the service area of the Borrower could adversely affect its occupancy and operations. The Borrower could also be adversely affected by economic trends and changes in the demographics of its service area. See "Service Area and Competition" in Appendix A for a discussion of competition with other facilities. See "BONDHOLDERS' RISKS – Adequacy of Revenues" herein.

#### Government Regulation of the Health Care Industry

The Borrower was organized as an Iowa nonprofit corporation for the purpose of operating nursing and assisted living facilities and currently consists of nursing care and assisted living facilities. The Borrower currently operates the Trinity Center, a nursing facility and CCDI, and The Gardens, an assisted living facility.

The operations of the Facilities, like other health care facilities throughout the country, are affected on a day-to-day basis by numerous legislative, regulatory and industry-imposed operations and financial requirements which are administered by a variety of federal and state governmental agencies as well as by self-regulatory associations and commercial medical insurance reimbursement programs. It is impossible, however, to predict the effect of any such legislation and regulation on the operations or financial condition of the Facilities.

Nursing care facilities, including the Borrower, are subject to numerous licensing, certification, accreditation, and other governmental requirements. These include, but are not limited to, requirements relating to Medicaid participation and payment, requirements relating to state licensing agencies, private payors and accreditation organizations and certificate of need approval by state agencies of certain capital expenditures. Assisted living facilities, including The Gardens, are also subject to licensing requirements. Renewal and continuance of certain of these licenses, certifications, approvals and accreditations are based upon inspections, surveys, audits, investigations or other review, some of which may require or include affirmative action or response by the Borrower. An adverse determination could result in a loss, fine or reduction in the Borrower's scope of licensure, certification or accreditation, could affect the ability to undertake certain expenditures or could reduce the payment received or require the repayment of the amounts previously remitted. The Borrower currently anticipates no difficulty in renewing or continuing currently held licenses, certifications and accreditations.

The health care industry is sensitive to frequent and substantial legislative and regulatory changes. Congress and the states have consistently attempted to curb the growth of federal spending on health care programs. In addition, Congress and other governmental agencies have focused on the provision of care to indigent and uninsured patients, the unlawful payment of remuneration in exchange for referral of patients, the unauthorized use or disclosure of patients' protected health information, billing for services not in accordance with governmental requirements and other issues.

It is uncertain whether, in certain parts of the Facilities, the Borrower could attract sufficient numbers of private pay patients to become self-sufficient without reimbursement from governmental programs. Cost shifting to private sources of payment is not an option to offset declining federal and state reimbursement because private insurance companies have adopted cost containment measures similar to those used by government agencies. These cost containment mechanisms include managed care and capitated payment.

Despite these efforts, due to, among other things, the growing percentage of older persons in the population, improved technology and administrative costs in a highly regulated industry, health care expenditures as a percentage of the gross national product continue to rise. Consequently, it can be expected that aggressive cost containment measures and anti-fraud and abuse investigation and enforcement could have a material adverse effect on the Borrower. Continued efforts in the form of statutory and regulatory activity to reduce the rate of increase in reimbursement for health care costs, particularly costs paid under the Medicaid program, can be expected.

The Medicaid programs have been and continue to be affected by numerous legislative initiatives. In general, the purpose of much of the statutory and regulatory activity has been to reduce the rate of increase in health care costs, particularly costs paid under such programs. Diverse and complex mechanisms to limit the amount of money paid to health care providers under the Medicare and Medicaid programs have been enacted, and have caused reductions in reimbursement from the Medicare and Medicaid programs.

With federal and state governments facing increasing budget deficits, however, there may be new cuts in health care reimbursement rates under Medicaid.

Numerous other proposals have been advanced by various parties to require or promote alternate methods of health care delivery, to establish health care cost containment measures, to provide alternatives for payment of health care costs under Medicaid and private reimbursement programs, and to institute other changes in health care payment and reimbursement. Any changes to the Borrower's reimbursement under Medicaid could have a material adverse effect on the Borrower's operations.

### The Health Reform Law

On March 23, 2010, the President signed into law the Patient Protection and Affordable Care Act (the "Affordable Care Act") which includes sweeping changes to how health care is paid for and provided in the United States. On March 30, 2010, the President signed the Health Care and Education Reconciliation Bill (the "Reconciliation Act"), which modifies the Affordable Care Act in many respects. Together, the Affordable Care Act and the Reconciliation Act will be referred to as the "Health Reform Law". The Health Reform Law expands health insurance coverage to an estimated 32 million individuals through 2019.

***Private Insurance and Exchanges.*** Among other significant changes, the Health Reform Law included a number of private health insurance market reforms. For example, the Health Reform Law requires that all individual and group health plans provide dependent coverage for children through age 26, prohibits certain insurers from imposing lifetime limits on the dollar value of coverage, creates new prohibitions on rescinding coverage except in cases of fraud, and prohibits insurers from imposing pre-existing condition exclusions.

The Health Reform Law creates health insurance marketplaces, known as "exchanges." Each exchange will be operated either by the state as a state-based exchange, by the federal government as a federally facilitated exchange or as a partnership between the state and the federally facilitated exchange. The initial open enrollment period began on October 1, 2013, allowing qualified individuals and small employers to purchase insurance through an exchange. States may initially restrict small employers to

employers with fewer than 50 employees. Effective January 1, 2017, states may allow any size employer to purchase health insurance on the exchanges. In addition, states may elect to create regional exchanges or to permit more than one exchange to operate in a given state if each exchange serves a distinct geographic area. Furthermore, beginning in 2014, all qualified health benefits plans offered through the exchanges and in the individual and small group markets, with certain exceptions, must offer an “essential benefits package,” consisting of a minimum package of health benefits offering comprehensive services and covering at least 60% of covered out-of-pocket expenses with reasonable out-of-pocket maximums. Subsidies are available to assist low-income individuals and certain small businesses to cover the costs of purchasing health insurance through the exchanges.

To ensure competition between plans offered through the exchanges, the Health Reform Law directs the Federal Office of Personal Management to enter into contracts with private insurers to offer at a minimum two multi-state plans in each exchange in each state. At least one such plan must be offered by a non-profit insurer.

It is not possible to predict what effect changes in the health insurance market will have on demand for services from the Borrower or the amount of reimbursement available for those services. The 2014 roll-out of the exchanges was beset with technical difficulties that delayed and in some cases prevented many individuals from signing up for coverage. Most states and the federal government are currently in the processes of fixing or replacing their exchange websites. This rocky start to the exchanges may reduce the number of enrollees who otherwise would have signed up for coverage and thus may negatively affect the Health Reform law’s expected financial impact on the Borrower.

**Employers.** The Health Reform Law does not expressly require employers to offer health care coverage. Effective in 2015, however, large employers (i.e., those with one hundred or more employees) and in 2016 small employers (i.e., those with between fifty and ninety-nine employees) will become subject to a penalty if they do not offer health care coverage and if any of their workers obtain subsidized coverage through health care exchanges. Employers with fewer than fifty employees are not required to provide health insurance to their employees. Also employers that offer coverage must provide a voucher equal to what the employer would have paid under the employer’s plan to employees with incomes up to 400% of the federal poverty level who choose to enroll in the planned health care exchanges.

Certain subsidies to purchase health insurance will be made available to qualifying employers. For example, employers with fewer than 25 employees and with certain average worker annual wages that purchase health insurance for their employees will qualify for a tax credit.

It is not possible to predict what effect changes that the Health Reform Law imposes on employers will have on demand for services from the Borrower or the amount of reimbursement available for those services.

**Individuals.** Beginning in 2014, with limited exceptions, all United States citizens and legal residents must have a minimum level of health insurance coverage or pay a penalty. Individuals without qualifying coverage must pay a tax penalty with certain maximums. The penalty will be phased in based on a preset schedule. Certain categories of individuals will qualify for an exception from the penalty; the main categories are: American Indians, individuals with religious objections, individuals who can show financial hardship, individuals without coverage for less than three months each year and households with incomes below a certain level.

In addition, the Health Reform Law will provide tax credits (also referred to as subsidies) to purchase health insurance through the exchange on a sliding scale to individuals and families with incomes up to 400% of the federal poverty level.

It is not possible to predict what effect changes that the Health Reform Law imposes on individuals will have on demand for services from the Borrower or the amount of reimbursement available for those services.

### Medicaid

Medicaid is the commonly accepted name for the healthcare reimbursement program created by certain provisions of the Federal Social Security Act to benefit indigent persons who are elderly, blind or disabled, or members of families who are eligible for Aid to Families with Dependent Children. Medicaid is a combined federal and state program. The Borrower receives a material portion of gross patient service revenue from reimbursement under Medicaid (approximately \_\_\_% in the fiscal year ended December 31, 2015; see “Payment Mix” in Appendix A hereto). Payments made to health care providers under the Medicaid program are subject to change as a result of federal or state legislative or administrative actions, including changes in the methods for calculating payments, the amount of payments that will be made for covered services, and the types of services that will be covered under the program.

In Iowa, the federal government’s share, which is determined according to a state’s per capita income, ranges between 60-65% of the program’s costs. Reimbursement for hospital services by the Iowa Department of Human Services, which administers the Medicaid program, is determined in accordance with procedures and standards established by state law under federal guidelines and is based on the methods used for reimbursement under the Medicare program using statewide cost data. In several states, including Iowa, the Medicaid program reimburses nursing facilities on a per diem basis for care provided to beneficiaries.

Nursing facility Medicaid reimbursement is in the form of prospective per diem rates, established for each Medicaid eligible resident based on a facility’s historic costs and the level of care needed by the resident. Allowable Medicaid per diem rates are set quarterly on each January 1, April 1, July 1 and October 1 for the following 3-month period and are limited to the lower of the nursing facility’s average nongovernmental program per diem charge or the facility’s established Medicaid per diem rate. The Medicaid eligible residents’ per diem rates are determined generally on the basis of defined allowable historical costs of providing services at a resident’s facility, subject to certain limits. In determining the Medicaid per diem rate for each Medicaid eligible resident in a facility, the Iowa Department of Human Services first calculates two facility per diem rates: the facility’s case-mix adjusted rate for direct care (which is based on the level of care provided) and the facility’s non-direct care rate. The Medicaid per diem rate for each eligible resident is then determined by multiplying the case-mix adjusted rate for direct care by the resident’s “resource utilization group” (“RUG”) classification, then adding the facility’s non-direct care rate.

[add description of Medicaid transition to managed care]

***Health Reform Law and Medicaid.*** Health Reform may expand access to Medicaid and the scope of services covered thereunder. States will be permitted, beginning in 2014, to expand Medicaid eligibility to non-elderly, non-pregnant individuals who are not otherwise eligible for Medicare, if they have incomes of less than 133% of the federal poverty level, thus potentially expanding eligibility to approximately sixteen million people. To assist states with the cost of covering such newly eligible individuals, the federal government will pay 100% of the new cost for a limited number of years. In addition, for Fiscal Year 2014, the Affordable Care Act establishes a floor for primary care physician reimbursement of 100 percent of Medicare rates. Thereafter, each state will share in the financial burden of the expanded coverage.

However, on June 28, 2012, the United States Supreme Court issued a decision affecting the Affordable Care Act’s expansion of Medicaid eligibility for low-income adults. It ruled that if a state

does not implement the expansion of Medicaid eligibility, the Secretary cannot withhold existing federal program funds. Though initially indicating that Iowa would opt out of the Health Reform's Medicaid expansion, in December, 2013 Iowa Governor Terry Branstad announced that CMS approved a waiver so that Iowa could use ACA funding to enable low-income Iowans to purchase managed care policies through Iowa's health insurance exchange. It is not possible to predict what effect this will have on demand for services from the Borrower or the amount of reimbursement available for those services

With respect to the services covered by Medicaid, they are expected to expand to include, among others, preventive services, long-term care services, certain maternal and child health services, free-standing birth centers, and the option of covering personal care attendant services to disabled Medicaid beneficiaries who would otherwise require institutional care.

The Health Reform Law creates certain payment demonstration programs for payment and care for Medicaid beneficiaries. One such demonstration program involves payment bundling, which would reduce traditional fee-for-service payment in favor of providing a single payment per patient for episodes of care.

The full effect of the Health Reform Law and Medicaid on payment and care cannot be determined at this time.

#### Annual Cost Reporting; Licensure and Certification

The Borrower's annual cost reports, which are required under the Medicaid program, are subject to audit, which ultimately may result in adjustments to previously-reimbursed amounts.

The Borrower is subject to annual inspections by the Iowa Department of Inspections and Appeals, which licenses health care facilities in Iowa. The Borrower is subject to regulation from the Department of Inspections and Appeals, which is responsible for certification of residential care facility programs in Iowa. The Department of Inspections and Appeals may also conduct inspections and surveys in response to complaints it receives concerning the Borrower and the assisted living facility. As a result of such surveys, the Borrower could be provided with a statement of deficiencies, or violations of applicable regulations, which may also be accompanied by fines.

#### Health Insurance Portability and Accountability Act

In 1996, Congress enacted the Health Insurance Portability and Accountability Act ("HIPAA"). HIPAA has several provisions; however, the most relevant provisions to the Borrower are those directed toward administrative simplification in the health care industry. As part of this effort, Congress enacted significant requirements for health care providers with regard to billing, use and disclosure of patient information, and security measures to be utilized by entities covered by HIPAA.

Although Congress did establish some requirements in HIPAA itself, it delegated authority to the Secretary of the United States Department of Health and Human Services (the "Secretary") to develop and implement the regulatory scheme. The Secretary has promulgated regulations for the three large components of HIPAA's administrative simplification provisions, which are discussed in greater detail below. However, the American Recovery and Reinvestment Act of 2009, included the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). The HITECH Act includes a number of provisions which significantly affect HIPAA covered entities.

**Transactions/Code Sets.** One major focus of HIPAA is in the area of electronic data interchange. Specifically, the regulations require all health care providers, health care clearinghouses and health plans who submit electronic transactions to do so in a nationally standardized format. The purpose is to allow for uniformity in claims and other electronic data communications between payors and providers. The

regulations apply only to providers who submit transactions electronically. As part of the regulations, the Secretary has published implementation standards for providers to use when transmitting electronic transactions.

**Privacy.** The HIPAA privacy regulations are directed toward the protection of individually identifiable health information from certain uses and disclosures. To prevent improper use or disclosure of protected health information, providers must develop and maintain numerous safeguards, which may involve substantial administrative and financial burdens.

Specifically, HIPAA provides that protected health information is subject to stringent requirements for use inside the Borrower and when disclosed to third parties. For example, HIPAA requires that covered entities: transmit data in standard code sets; maintain detailed records of uses and disclosures of a patient's data, and make those records available to the patient upon his/her request; give patients the right to access; inspect and request amendments to their health records; develop and adhere to privacy policies and a notice of privacy practices for patients; provide appropriate training to employees; implement various physical, technical and administrative safeguards to prevent intentional and unintentional misuse of health information; and designate a privacy official to oversee the implementation of these requirements.

Subject to certain exceptions, when using or disclosing protected health information or when requesting protected health information from another covered entity or business associate, a covered entity or business associate must make reasonable efforts to limit protected health information to the "minimum necessary" to accomplish the intended purpose of the use, disclosure, or request. Congress has directed the Secretary to publish guidance to covered entities on what constitutes "minimum necessary." In addition, covered entities may use protected health information in a "limited data set" for certain non-treatment purposes (e.g., research and health care operations). The term "Limited Data Set" is defined under existing HIPAA regulations as information that excludes names, postal address, telephone and fax numbers, e-mail address, social security and medical record numbers, and nine other identifiers.

The HITECH Act and the Final HIPAA regulations also include provisions requiring covered entities to agree to a patient request to restrict disclosure of information to a health plan for the purposes of carrying out payment or health care operations, if the information pertains solely to an item or service for which the provider was paid out of pocket in full; a prohibition on the direct or indirect payment or receipt of remuneration in exchange for protected health information without specific patient authorization, except in limited circumstances, such as the sale of a business; and additional restrictions on the use and disclosures of protected health information for marketing communications and fundraising communications.

**Security.** The HIPAA regulations also address the security of electronic patient information.

The regulations require organizations to evaluate existing security and confidentiality policies, as well as technical practices and procedures, including access controls, audit trails, physical security and disaster recovery, protection of remote access points, protection of external electronic communications, software discipline and system assessment.

Under current HIPAA security regulations, there is no prescribed form of technology or information system capability a covered entity must use to meet the security requirements. Under the provisions of the HITECH Act, the Secretary is required to issue annual guidance on the most effective and appropriate technical safeguards to be used by organizations in carrying out HIPAA security obligations. While the technical safeguards set forth in the HHS annual guidance will not be considered the only means through which to comply with the requirements, covered entities and business associates who choose not to use the safeguards included in the guidance should be prepared to justify the choice to use different processes and/or systems. Further, to encourage covered entities and business associates to

use technology that will render information unusable, unreadable or indecipherable in the event of unauthorized access, organizations that fail to adopt prescribed technology are required to provide written notification of security breaches to the affected individual and to HHS. In some cases, notice of the security breach may be required to be posted on the organization's website, and/or provided to major print or broadcast media. On April 17, 2009, the Secretary published guidance specifying the technologies and methodologies that render protected health information unusable, unreadable or indecipherable.

The Final HIPAA Regulations impose an obligation on covered entities such as the Borrower to notify patients, the Secretary of HHS, and in some cases, the media, regarding breaches of protected health information. The term "breach" means the acquisition, access, use or disclosure of protected health information in a manner that is not permitted under the privacy regulations, which compromises the security or privacy of the protected health information. A breach is presumed to compromise security or privacy. Unless the covered entity can demonstrate through a risk assessment that there is a low probability of compromise to the protected health information. In determining whether there is a low probability of compromise, a covered entity will need to assess a number of factors, including who impermissibly used the information, the type of information, and the amount of the information. In some cases where notice is required, notice of the security breach may also be required to be posted on the organization's website, and/or provided to major print or broadcast media. Each covered entity must also maintain a log of breaches, which must be submitted to the Secretary annually, except in cases in which more than 500 individuals are affected, in which case the Secretary must be notified immediately.

***Business Associates.*** Under existing HIPAA regulations, covered entities must include certain required provisions in their contractual relationships with organizations that perform functions on their behalf which involve use or disclosure of protected health information. These organizations are called business associates, and have been indirectly regulated by HIPAA through those contractual obligations. The HITECH Act provides that all of the HIPAA security administrative, physical and technical safeguards, as well as security policies, procedures and documentation requirements will now apply directly to all business associates. In addition, the HITECH Act makes certain privacy provisions directly applicable to business associates. These changes are significant because business associates will now be directly regulated by HHS for those requirements, and as a result, will be subject to penalties imposed by HHS and/or state attorney general.

***Enforcement.*** Violations of HIPAA can result in civil monetary penalties and criminal penalties for willful disclosures. While there is no private right of action under HIPAA, individuals who believe their rights have been violated may file a complaint directly with the HHS Office of Civil Rights.

The HITECH Act revised the civil monetary penalties associated with violations of HIPAA. The January, 2013 final rule implements changes to the civil monetary penalty amounts that may be imposed for HIPAA violations. The final rule incorporates the tiered penalty structure from the HITECH Act, which categorizes violations of the HIPAA rules based on culpability of the entity into four categories: did not know, reasonable cause, willful neglect (but corrected within thirty days), and willful neglect (not corrected within thirty days). Penalties are assessed per violation and range from a minimum of \$100 up to a maximum of \$1.5 million for all such violations of an identical provision in a calendar year. In all cases, the penalties will be assessed after an evaluation of applicable factors including: (a) the nature and extent of the violation, including the number of individuals affected; (b) the nature and extent of resulting harm, including consideration of reputational harm to individuals affected; (c) history of prior compliance, including indications of noncompliance by the covered entity or business associate; (d) the financial condition of the covered entity or business associate; and (e) other such matters as justice shall require.

Management of the Borrower believes that it is presently in material compliance with all provisions of HIPAA, however, the changes enacted by the HITECH Act and subsequent HHS rules and

guidance may be costly and burdensome for the Borrower to implement, and may subject the Borrower to fines or assessments which could adversely affect the financial condition of the Borrower.

#### Future Health Care Legislation

The passage of the ACA is accelerating the pace of future health care legislation and regulatory change. Changes in the law or new interpretations of existing laws may have a dramatic effect on the definition of permissible or impermissible activities, the relative costs associated with doing business and the amount of reimbursement by government and third-party payors. This process has continued for many years, but has been greatly accelerated since the March 2010 passage of the ACA. The Borrower spends substantial amounts of management time and money monitoring proposed and recently adopted health care laws and regulations and expect to continue to spend increasing amounts of time and money monitoring and responding to future health care legislation, including regulations under and legislative changes in response to the ACA. Any new legislation or government policies, if enacted into law, could adversely affect the revenues and operations of the Borrower.

In addition, many states have enacted, or are considering enacting, measures designed to reduce their Medicaid expenditures, change private health care insurance or otherwise respond to various provisions in the ACA. States have also adopted, or are considering, legislation designed to reduce coverage and program eligibility, enroll Medicaid recipients in managed care programs and/or impose additional taxes on hospitals to help finance or expand states' Medicaid systems. Possible future changes in the Medicaid, and other state programs, may reduce reimbursements to the Borrower and may also increase its operating expenses.

#### State Statutes and Regulations Governing Nursing Facilities and Assisted Living Facilities Communities

As a nursing facility and assisted living facility, the Facilities are subject to numerous regulations, which are administered by state government agencies.

Iowa Code Chapter 231C regulates Assisted Living Programs, facilities providing housing and other health-related or personal services, and requires that such facilities either be certified by the Department of Elder Affairs or voluntarily accredited: Chapter 231C, and the administrative rules implementing it, impose various restrictions upon the contents of residency agreements, the specifications of the dwelling units and the types of individuals admitted as residents. Chapter 231C, and the administrative rules implementing it, also dictate various services that must be available to the residents in relation to resident care. The Borrower is in compliance with the provisions of Chapter 231C in all material respects.

Iowa Code Chapter 135C regulates health centers and requires that health centers be licensed by the Department of Inspections and Appeals. Chapter 135C, and the administrative rules implementing it, mandate the provision of certain services and provide for the establishment of a resident advocate committee and impose various restrictions upon the types of individuals admitted as residents, the types of businesses that may exist in the facility, and the terms of the residency agreements. The Borrower also is subject to annual and unscheduled inspections by the Iowa Department of Inspections and Appeals. Violations of Chapter 135C and its rules that are not remedied may result in the revocation or suspension of the license to operate the Borrower. The Borrower is in compliance with the provisions of Chapter 135C in all material respects.

[add CCDI regulations description]

## Licensure

The assisted living units in The Gardens are certified by the Iowa Department of Elder Affairs, in accordance with Iowa Code Chapter 231C, and Trinity Center is licensed by the Iowa Department of Inspection and Appeals, in accordance with Iowa Code Chapter 135C. [discuss licensure of The Lindens]

## Relationships with Other Providers

The Health Reform Law made significant amendments to existing criminal, civil, and administrative healthcare-related anti-fraud statutes and increased funding appropriated to combat fraud and abuse in federally funded programs. The Health Reform Law also added new employee and vendor screening requirements, new financial disclosure requirements and the requirement of face-to-face physician and patient encounters for durable medical equipment and home health services. Some of these provisions, if violated, may create a basis for overpayment or fraud liability.

**Anti-Kickback Laws.** The federal “Anti-Kickback Law” (42 U.S.C. § 1320a-7b) makes it a criminal felony offense (subject to certain exceptions) to knowingly and willfully offer, pay, solicit or receive remuneration in order to induce business for which reimbursement is provided under Medicaid and other governmental health care programs. In addition to criminal penalties, violations of the Anti-Kickback Law can lead to exclusion from Medicaid and other governmental health care programs for not less than five years, or the imposition of civil money penalties. Exclusion from any of these programs or sanctions of civil money penalties would have a material adverse impact on the operations and financial condition of the Borrower.

The arrangements prohibited under the Anti-Kickback Law can involve nursing facilities and other health care providers, and are broader than referral fees, kickbacks, rebates or other payments. Prohibited arrangements may include joint ventures between providers, space and equipment rentals, purchases of physician practices, physician recruiting programs and management and personal services contracts. The Anti-Kickback Law includes several statutory exceptions, and several “safe harbor” regulations that protect certain specified arrangements from sanctions. An arrangement must meet all of the elements of a safe harbor to be protected from sanctions. To provide a violation of the Anti-Kickback Law, the government must show that an entity (a) knowingly and willfully solicited, received, offered or paid remuneration (b) with the intent to induce the referral of federal health care business. Consequently, the relevant inquiry in any Anti-Kickback Law analysis focuses on the subjective intent of the parties to exchange remuneration for referrals. As such, even if an arrangement does not strictly comply with an applicable safe harbor, it may not necessarily violate the Anti-Kickback Law as long as the parties lack the requisite intent under the particular facts and circumstances.

The Anti-Kickback Law does provide for a mechanism to request determinations of the legality of arrangements, called an Advisory Opinion. These opinions, while only valid and enforceable for the entity requesting the opinion, are available for public review. While not binding on the OIG with regard to parties other than the requesting entity, these opinions are generally regarded as critical guidance in how economic arrangements may and may not be structured under the Anti-Kickback Law. The OIG also issues guidance in the form of Special Fraud Alerts (“Fraud Alerts”) and Special Advisory Bulletins, designed to warn providers about particularly suspect arrangements or billing practices, with the most recent special advisory bulletin focusing on contractual joint ventures between hospitals and physicians.

[The OIG also publishes its work plan on an annual basis, which outlines what it considers to be the top priorities for enforcement and education. The fiscal year 2013 work plan included several key issues for nursing facilities, including: adverse events in post-acute care for Medicare beneficiaries; Medicare requirements for quality of care in SNFs; use of atypical antipsychotic drugs; hospitalizations of nursing home residents; questionable billing patterns for Part B services during nursing home stays and communicable disease care.]

Management of the Borrower believes that the Borrower is presently in material compliance with the Anti-Kickback Law. However, in light of the broad scope of the Anti-Kickback Law, the narrowness of the safe harbor regulations and the limited case law and regulatory activity interpreting the Anti-Kickback Law, there can be no assurance that no violation of the Anti-Kickback Law will be found, and if found, that any sanction imposed would not have a material adverse effect on the operations or the financial condition of the Borrower.

The Health Reform Law amended the Anti-Kickback Law to relax the specific intent requirement for violating the law so that a violation of the law can now be established without showing that an individual knew of the statute's proscriptions and intended to violate the statute. Additionally, the Anti-Kickback law is amended to explicitly provide that a violation of the statute constitutes a false or fraudulent claim under the federal False Claims Act.

***[Billing and Reimbursement Practices.*** Health care providers are also subject to criminal, civil and exclusionary penalties for violating billing and reimbursement standards under state and federal law. In recent years, state and federal enforcement authorities have investigated and prosecuted providers for submitting false claims to Medicaid for services not rendered or for misrepresenting the level or necessity of services actually rendered in order to obtain a higher level of reimbursement.

Management of the Borrower believes that its billing and claims practices are presently in material compliance with all federal and state billing and reimbursement standards. However, because the Medicaid program imposes complex mechanisms for conditions for coverage and payments and for the determination of proper billing codes (including, but not limited to those under the prospective and DRG payment systems), and because future modifications to Medicaid may occur such that the Borrower may not be able to comply expeditiously with such modifications, there is no assurance that no violation of federal and state billing and reimbursement standards will be found and, if found, that any sanctions imposed would not have a material adverse effect on the operations or financial condition of the Borrower.

The Health Reform Law requires that providers must return identified overpayments within sixty days of identification or the overpayment becomes an "obligation" under the federal False Claims Act and the failure to return the overpayment after the sixty-day time period creates the potential for False Claims Act liability.]

***Enforcement Activities.*** Pursuant to the mandates of HIPAA, increased emphasis is being placed on federal investigations and prosecutions of "fraud and abuse" cases. HIPAA, among other things, amended existing criminal penalties for fraud and created new federal health care fraud crimes. HIPAA also expands the scope of the fraud and abuse laws to apply to all federal health care programs, defined to include any plan or program that provides health benefits through insurance that is funded by the federal government. HIPAA directed the Secretary to establish a program to collect information on health care fraud and abuse and to encourage individuals to report information concerning fraud and abuse, and for payment of a portion of amounts collected to such individuals.

On May 20, 2009, the Fraud Enforcement and Recovery Act of 2009 was signed into law and significantly changes the civil False Claims Act (the "FCA") to provide the federal government with more power to apply and enforce the FCA. These changes will affect many health care providers.

The Health Reform Law revises the federal FCA to make it easier for qui tam relators to bring claims against healthcare providers. Additionally, the Health Reform Law itself includes whistleblower provisions in the event an individual would identify any entity or provider that violates any provision of the Health Reform Law. Further, the Health Reform Law amends the criminal healthcare fraud statute to reduce the intent required to establish a healthcare fraud offense violation as well as increases civil monetary penalties for many healthcare-related offenses, such as knowingly retaining an overpayment.

## Environmental Risks

Health care facilities are subject to a wide variety of federal, state and local environmental and occupational and safety laws and regulations that address, among other things, health care operations or facilities and properties owned or operated by health care providers. Among the types of regulatory requirements imposed upon by health care providers are: air and water quality control requirements; waste management requirements; specific regulatory requirements applicable to asbestos, polychlorinated biphenyls and radioactive substances; requirements for providing notice to employees and members of the public about hazardous materials handled by or located at health care facilities; and requirements for training employees in the proper handling and management of hazardous materials and wastes. In their role as owners and operators of properties or facilities, health care providers may be subject to liability for investigating and remedying any hazardous substances that have come to be located on the property, including any such substances that may have migrated off the property. Typical health care operations include, in various combinations, the handling, use, storage, transportation, disposal and discharge of hazardous, infectious, toxic, radioactive, flammable and other hazardous materials, wastes, pollutants or contaminants. For this reason, health care operations are particularly susceptible to the practical, financial and legal risks associated with compliance with such laws and regulations. Such risks may result in damage to individuals, property or the environment; may interrupt operations or increase their cost, or both; may result in legal liability, damages, injunctions or fines; or may trigger investigations, administrative proceedings, penalties or other government agency actions. There can be no assurance that the Borrower will not encounter such risks in the future, and such risks may result in material adverse consequences to the operations or financial condition of the Borrower.

## Other Factors Generally Affecting Health Care Facilities

In the future, the following factors, among others, may affect the operations and financial performance of health care facilities, including those of the Borrower, to an extent that cannot be determined at this time:

1. The recent focus on the billing and collection practices of tax-exempt entities nationwide could result in significant changes to those practices. Any such changes, to the extent they make billing and collection of fees more administratively burdensome or restrictive, could have a substantial impact on the Borrower.
2. A shortage of qualified professional personnel, particularly registered nurses, could significantly increase payroll costs. The Borrower cannot control the prevailing wage rates in its service area, and any increase in such rates will directly affect its costs of operations and may inhibit the ability of the Borrower to provide services of the levels necessary to meet the demands of the Borrower's service area.
3. The possible inability to obtain future governmental approvals to undertake projects which the Borrower deems necessary to remain competitive as to rates and charges and to maintain the quality and scope of care may adversely affect the Borrower.
4. Iowa law requires that a health facility, including a nursing facility, obtain a certificate of need from the State Health Facilities Council before making certain capital expenditures or acquiring certain kinds of equipment or offering certain types of new services. This requirement may prevent the Borrower from adapting in a timely manner, or at all, to changes in the mix of services needed to meet the needs of its service area and/or to remain competitive with other health care providers. The law contains exemptions which eliminate the requirement for a certificate of need for replacement of previously existing buildings or equipment and for many other types of capital expenditures or new services. If the certificate of need law is changed or eliminated in the future, the Borrower could be subjected to

unexpected competition from other healthcare providers which might then be able to enter the Borrower's service area and offer some or all of the services provided by the Borrower.

5. The occurrence of a natural or man-made disaster that could damage the Borrower's Facilities, interrupt utility service to the Facilities, result in an abnormally high demand for healthcare services or otherwise impair the Borrower's operations and the generation of revenues from the Facilities.

6. Various proposals have been made for tort reform or changes in medical malpractice liability laws or for a patient's bill of rights. It is not possible to predict whether such proposals will be enacted or, if enacted, how the Borrower would be affected by tort reform legislation, if at all.

### Nonprofit Environment

As a nonprofit tax-exempt organization, the Borrower is subject to federal, state and local laws, regulations, rulings and court decisions relating to their organization and operation, including their operation for religious and charitable purposes.

The IRS has provided guidance on a number of topics relating to tax-exempt organizations, including the importance of paying fair market value for goods and services, excess compensation and benefits to officers and other insiders, the implementation of the Intermediate Sanctions regulations, and the issues surrounding joint ventures and partnerships between tax-exempt and for profit entities.

The IRS has stressed the importance of ensuring that in relationships with for-profit entities or individuals, the exchange of consideration is consistent with fair market value for the goods or services provided. Areas of particular focus include leasing arrangements and the compensation paid to executives. Generally, payments must be consistent with what would be paid in an arms' length transaction, and should be supported by market data or an independent evaluation of reasonableness. Failure to ensure that payments are reasonable could result in the imposition of Intermediate Sanctions and/or the revocation of the organization's exempt status.

The Intermediate Sanctions regulations apply to transactions with "disqualified persons", who include directors, officers, and other individuals who are in a position to exercise substantial influence over the organization's decisions. An excess benefit transaction can occur in the exchange of compensation for services between the organization and the disqualified person or in the exchange of property between an exempt organization and the disqualified person. If such a transaction is found to exist, the IRS may impose an excise tax on both the disqualified person and the organizational manager who knowingly participates in the excess benefit transaction. In determining whether to impose section 4958 excise taxes, the IRS stated it will consider whether the organization involved has been involved in repeated excess benefit transactions; the size and scope of the excess benefit transactions; whether, after discovering it was a party to an excess benefit transaction, the organization took appropriate corrective action and implemented safeguards to prevent future recurrences; and whether the organization has complied with other applicable laws. The imposition of Intermediate Sanctions on the Borrower could adversely impact the ability to pay the amounts due on the Bonds. The Borrower may also be subject to an action to revoke its exempt status, thereby jeopardizing the tax-exempt status of the Bonds.

In addition, the IRS has increasingly focused on relationships between exempt organizations and for-profit entities. Generally, the factors considered are whether the joint venture will be operated in furtherance of the exempt organization's purpose, whether ownership interests are proportionate to each party's investment, whether distributions to parties in the venture are consistent with their ownership interests and whether the exempt organization obtains access to capital and expertise that is not otherwise available.

Tax-exempt organizations are required to file Form 990 annually with the IRS. The form requires detailed public disclosure of compensation practices, corporate governance, loans to management and

others, joint ventures and other types of transactions, political campaign activities, and other areas the IRS deems to be compliance risk areas. The Redesigned Form 990 also requires the reporting of detailed community benefit information, and would establish uniform standards for reporting charity care. The Redesigned Form 990 also contains a separate schedule requiring detailed reporting of information relating to tax-exempt bonds, including compliance with the arbitrage rules and rules limiting private use of bond-financed facilities, including compliance with the safe harbor guidance in connection with management contracts and research contracts. The Redesigned Form 990 will result in enhanced transparency as to the operations of exempt organizations. It is also likely to result in enhanced enforcement, as the Redesigned Form 990 will make available a wealth of detailed information on compliance risk areas to the IRS and other stakeholders, including state attorneys general, unions, plaintiff's class action attorneys, public watchdog groups, and others. The Redesigned Form 990 became effective in its entirety in tax year 2009.

If the IRS were to find that the Borrower has participated in activities in violation of certain regulations or rulings in any of its Facilities, the tax-exempt status of the Borrower could be jeopardized. Loss of tax-exempt status by the Borrower could result in loss of tax exemption of the Bonds, defaults in covenants regarding the Bonds and other related tax-exempt debt and obligations likely would be triggered. Loss of tax-exempt status also could result in substantial tax liabilities on the income of the Borrower, adversely affecting its ability to pay debt service on the Bonds.

In some cases, the IRS has imposed substantial monetary penalties on tax-exempt organizations in lieu of revoking their tax-exempt status. In those cases, the IRS and tax-exempt organizations have entered into settlement agreements requiring the organization to make substantial payments to the IRS.

In lieu of revocation of exempt status, the IRS may impose a penalty in the form of excise taxes on certain "excess benefit transactions" involving 501(c)(3) organizations and "disqualified persons." An excess benefit transaction is one in which a disqualified person or entity receives more than fair market value from the exempt organization or pays the exempt organization less than fair market value for property or services, or shares the net revenues of the tax-exempt entity. A disqualified person is a person (or an entity) who is in a position to exercise substantial influence over the affairs of the exempt organization during the five years preceding an excess benefit transaction. The statute imposes excise taxes on the disqualified person and any "organization manager" who knowingly participates in an excess benefit transaction. These rules do not penalize the exempt organization itself, so there would be no direct impact on the Borrower or the tax status of the Bonds if an excess benefit transaction were subject to IRS enforcement, pursuant to these "intermediate sanctions" rules.

If the above requirements are not satisfied and interest on the Bonds becomes taxable, the Bonds are subject to mandatory redemption. See "THE BONDS - Redemption" and "BONDHOLDERS' RISKS - Redemption Prior to Maturity" herein.

See "BONDHOLDERS' RISKS - Changes in Federal and State Law" herein.

*Bond Examinations.* IRS officials have recently indicated that more resources will be invested in audits of tax-exempt bonds in the charitable organization sector with specific review of private use. A schedule to the revised Form 990 return (Schedule K), effective for the 2009 tax year and thereafter, is intended to address what the IRS believes is significant noncompliance with recordkeeping and record retention requirements. Schedule K also requires tax-exempt organizations to report on the investment and use of bond proceeds to address IRS concerns regarding compliance with arbitrage rebate requirements and the private use of bond-financed facilities.

*State Oversight.* Nonprofit corporations, such as the Borrower, are subject to oversight and examination by state attorneys general to ensure their charitable purposes are being carried out, that their fundraising and investment activities comply with state law and that the terms of charitable gifts are followed.

The foregoing are some examples of the challenges and examinations facing nonprofit organizations. They are indicative of a greater scrutiny of the billing, collection and other business practices of these organizations and may indicate an increasingly difficult operating environment for organizations. The challenges and examinations, and any resulting legislation, regulations, judgments, or penalties, could have a material adverse effect on nonprofit organizations, including the Borrower, and may have an adverse effect on the ability of the Borrower to pay debt service on the Bonds.

#### Risks Related to Tax-Exempt Status of the Bonds

The ongoing tax-exempt status of interest on the Bonds is conditioned, under relevant provisions of the Internal Revenue Code, on compliance by the Borrower with various requirements set forth, *inter alia*, in Section 145 of the Code, requiring, among other things, that the facilities financed and refinanced with the proceeds of the Bonds be owned throughout the term of the Bonds by a governmental unit or an organization described in Section 501(c)(3) of the Code, and that not more than five percent of the proceeds of the Bonds (inclusive of proceeds applied to defray issuance costs) be applied to any “private business use,” or any use derived from the conduct of an “unrelated trade or business,” within the meaning of Section 513(a) of the Code, or other uses inconsistent with the charitable purposes of the Borrower as an organization described in Section 501(c)(3) of the Internal Revenue Code, all as further provided in applicable statutes, regulations, rulings and decisions. Section 147 of the Code requires, among other things, that the weighted average maturity of the Bonds not exceed 120% of the useful economic life of the facilities financed thereby. Under Section 148 of the Code, detailed requirements are set forth governing the expenditure and investment of proceeds of tax-exempt bonds and other moneys and requiring periodic computations in connection therewith. Moreover, certain “arbitrage” profits, generated from the investment of proceeds of the Bonds or other moneys, must be periodically rebated to the United States Treasury. The Code also imposes other requirements that must be satisfied, including limitations on the use of bond proceeds, limitations on investment of bond proceeds prior to expenditure, and a requirement that the Issuer file certain reports with the IRS. See “THE BONDS – Redemption” and “BONDHOLDERS’ RISKS – Redemption Prior to Maturity” herein for a description of the mandatory redemption of the Bonds upon a Determination of Taxability.

The federal tax-exempt status of the Bonds depends upon the Borrower maintaining its status as an organization described in Section 501(c)(3) of the Code. The maintenance of such status is contingent on compliance with general rules promulgated in the Code and related regulations and guidance regarding the organization and operation of tax-exempt entities, including their operation for charitable and educational purposes and their avoidance of transactions which may cause their assets to inure to the benefit of private individuals. See “BONDHOLDERS RISKS – Nonprofit Environment” herein for a further discussion of certain risks related to the Borrower’s status as an organization described in Section 501(c)(3) of the Code and the Borrower’s maintenance of such status.

#### Tax Related Risks

The Borrower’s Facilities are currently not subject to local ad valorem property taxes. There can be no assurances however, that future county assessors may determine that the Borrower’s Facilities or any portion of them should be subject to ad valorem property taxes or that future legislation will not subject such facilities to ad valorem property taxes or other similar payments or fees in lieu of property taxes. Moreover, no assurances can be given that the effect of any such prospective property tax payments by the Borrower would not be either adverse or material.

#### Matters Relating to Enforceability of Agreements

Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their obligation, and the pledge of the revenues made pursuant to the

Indenture, and of all covenants of the Issuer and the Borrower pursuant to the Loan Agreement and the Indenture, including, but not limited to, the right to a proceeding at law or in equity by suit, action or mandamus to enforce and compel performance of the duties, required by Iowa law and the Indenture, or to obtain the appointment of a receiver to take possession of or operate the Borrower and to perform the duties required by Iowa law and the Loan Agreement.

#### Enforceability of Remedies and Bankruptcy Proceedings

The practical realization of any rights of the Trustee following a default on the Bonds will depend upon the exercise of various remedies specified in the Indenture and otherwise available under applicable law. The remedies available to the holders of the Bonds, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Indenture may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in the Indenture.

If the security for the Bonds is inadequate for payment in full of the Bonds, bankruptcy proceedings and usual equity principles may also limit any attempt by the Trustee to seek payment from other property of the Borrower, if any.

Bankruptcy proceedings and equity principles may delay or otherwise adversely affect the ability of the Trustee to obtain amounts under the Indenture, the Mortgage or the Bonds. Remedies under the Indenture and the Mortgage under existing law may not be readily available or may be limited. Also, federal bankruptcy law permits adoption of a reorganization plan even though it has not been accepted by the holders of a majority in aggregate principal amount of the Bonds, if the Bondholders are provided with the benefit of their original lien or the "indubitable equivalent." In addition, if the bankruptcy court concludes that the Bondholders have "adequate protection," it may (a) substitute other security subject to the lien of the Bondholders and (b) subordinate the lien of the Bondholders to (i) claims by persons supplying goods and services to the debtor after bankruptcy, and (ii) to the administrative expenses of the bankruptcy proceeding. The bankruptcy court may also have the power to invalidate certain provisions of the Indenture, including provisions that make bankruptcy and related proceedings by the Borrower an event of default thereunder.

All legal opinions with respect to the enforceability of the Indenture and other financing documents will be expressly subject to a qualification that enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the rights of creditors generally, and by general principles of equity and public policy.

The obligations of the Borrower to make payments on the Bonds may also not be enforceable to the extent such payments are requested to be made from any assets which are donor-restricted or which are subject to a direct, express or charitable trust which does not permit the use of such assets for such payment. Due to the absence of clear legal precedent in this area, the extent to which the assets of the Borrower constitute assets which are so restricted or subject to such trusts cannot now be determined. The amount of such assets could be substantial.

#### The Mortgage

The Borrower will execute the Mortgage on the Mortgaged Property to secure its obligations under the Loan Agreement. In the event that there is a default under the Loan Agreement or the Indenture, the Trustee has the right to foreclose on the Mortgage under certain circumstances.

All amounts collected upon foreclosure of the Mortgaged Property pursuant to the Mortgage will be used to pay certain costs and expenses incurred by, or otherwise related to, the foreclosure, the

performance of the Trustee in foreclosing the Mortgage, and then to pay amounts owing under the Indenture and the Loan Agreement. See “CERTAIN DEFINITIONS AND SUMMARY OF THE PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGE” in Appendix C.

In the event the Mortgage is actually foreclosed, then, in addition to the customary costs and expenses of operating and maintaining the Facilities, the party or parties succeeding to the interest of the Borrower in the Mortgaged Property (including the Trustee, if the Trustee were to acquire the interest of the Borrower in the Mortgaged Property) could be required to bear certain associated costs and expenses, which include the cost of complying with federal, state or other laws, licensure rules and regulations ordinances and regulations related to the removal or remediation of certain hazardous or toxic substances; the cost of complying with laws, ordinances and regulations related to health and safety; and the continued use and occupancy of the Facilities, such as the Americans with Disabilities Act; and costs associated with the potential reconstruction or repair of the mortgaged property in the event of any casualty or condemnation.

The Facilities are not comprised of general purpose buildings and generally would not be suitable for industrial or commercial use. Consequently, it will likely be difficult to find a buyer or lessee for the Facilities, and, upon any default, the Trustee may not realize the amount of the outstanding Bonds from the sale or lease of the Facilities in the event of foreclosure.

Any valuation of the Facilities is based on future projections of income, expenses and capitalization rates. Additionally, the value of the Facilities will at all times be dependent upon many factors beyond the control of the Borrower, such as changes in general and local economic conditions, changes in the supply of or demand for competing properties in the same locality, and changes in real estate and zoning laws or other regulatory restrictions. A material change in any of these factors could materially change the value of the Facilities. Any reduction in the market value of the Facilities could adversely affect the security available to the owners of the Bonds. There is no assurance that the amount available upon foreclosure of the Facilities after the payment of foreclosure costs will be sufficient to pay the amounts owing by the Borrower under and pursuant to the Loan Agreement under the Bonds.

In the event of a foreclosure, a prospective purchaser of the Mortgaged Property may assign less value to the Mortgaged Property than the value of the Mortgaged Property while owned by the Borrower since such purchaser may not enjoy the favorable financing rates associated with the Bonds and other benefits. To the extent that buyers whose income is not tax-exempt may be willing to pay less for the mortgaged property than nonprofit buyers, then the resale of the mortgaged property after foreclosure may require more time to solicit nonprofit buyers interested in assuming the financing now applicable to the mortgaged property. In addition, there can be no assurance that the Mortgaged Property could be sold at 100% of its fair market value in the event of foreclosure. Although the Trustee will have available the remedy of foreclosure of the Mortgage in the event of a default (after giving effect to any applicable grace periods, and subject to any legal rights that may operate to delay or stay such foreclosure, such as may be applicable in the event of the Borrower’s bankruptcy), there are substantial risks that the exercise of such a remedy will not result in recovery of sufficient funds to satisfy all the Borrower’s obligations, including the Bonds.

#### Damage or Destruction

Although the Borrower will be required to obtain certain kinds of insurance as set forth in the Loan Agreement, there can be no assurance that the Borrower will not suffer uninsured losses in the event of damage to or destruction of the Facilities due to fire or other calamity or in the event of other unforeseen calamities. For a further description of the insurance provisions required by the Loan Agreement, see “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT –

Provisions Respecting Insurance” in Appendix C.

### Management

The Borrower has a Board of Directors who provide the overall management of the Borrower. The continued operation of the Borrower is heavily dependent upon the efforts of its management. For further information, see “Management” in Appendix A.

### Absence of Rating

The Bonds are unrated. If an investor attempts to resell Bonds, this absence of a rating could adversely affect the market price and marketability thereof.

### Lack of Market for the Bonds

The Bonds will not be listed on a securities exchange or inter-dealer quotation system. Although the Underwriter presently intends to make a market for the Bonds, the Underwriter is not obligated to purchase any of the Bonds in the future, and such market making may be discontinued at any time. There can be no assurance that there will be a secondary market for the Bonds, and the absence of such a market for the Bonds could result in investors not being able to resell their Bonds should they need or wish to do so.

### Additional Debt; Existing Indebtedness; Parity Obligations

The Loan Agreement and Indenture permit the Borrower to incur additional indebtedness under certain circumstances, including Additional Bonds that could be issued under the Loan Agreement and Indenture on a parity with the Bonds. Under certain circumstances, such additional debt may be secured by a mortgage on or security interest in certain assets of the Borrower. See “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS — SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT — Restrictions as to Incurrence of Additional Indebtedness” and “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS — SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Additional Bonds” in Appendix C. Such additional debt could increase the Borrower’s debt service and repayment requirements in a manner which would adversely affect debt service coverage on the Bonds and/or could be secured by assets of the Borrower on a parity with the security granted by the Mortgage.

### Amendments to Documents

Certain amendments to the Indenture, the Loan Agreement and the Mortgage may be made without the consent of the holders of the Bonds, and other amendments may be made with the consent of the Trustee and the holders of a majority in aggregate principal amount of all outstanding Bonds (or if less than all of the Bonds then Outstanding are affected thereby, the holders of not less than a majority in aggregate principal amount of the Bonds so affected which are outstanding at such time). Such amendments could affect the security for the Bonds. Certain amendments, however, are not permitted, including (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holders of such Bonds; (b) a reduction in the amount or extension of the time of any payment required to be made to or from the Bond Fund; (c) the creation of any lien prior to or on a parity with the lien of the Indenture, without the consent of the holders of all the Bonds at the time outstanding; (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time Outstanding which would be affected by the action to be taken; (e) a modification of the rights, duties or immunities of the Trustee, without the written consent

of the Trustee; or (f) a modification of the provisions of the bond forms and Article II of the Indenture and the definitions contained in Article I of the Indenture and used in Article II of the Indenture which would adversely affect the right of any holder of the Bonds. See the subcaptions “Supplemental Indentures” and “Amendments to the Loan Agreement or Mortgage” under “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” in Appendix C.

### Malpractice and General Liability Claims

In recent years, the number of general liability suits and the dollar amounts of damage awards have increased nationwide, resulting in substantial increases in insurance premiums, which may have an adverse financial impact on the Borrower. Litigation may also arise against the Borrower from their corporate and business activities, such as its status as an employer. While the Borrower maintains general liability insurance coverage (see “Summary of Insurance Coverage” in Appendix A attached hereto), the Borrower is unable to predict the availability or cost of such insurance in the future. In addition, it is possible that certain types of liability awards may not be covered by insurance as in effect at the relevant times. See “LITIGATION – The Borrower” herein.

### Redemption Prior to Maturity

In considering whether to make an investment in the Bonds, potential investors should consider the information included in this Official Statement under the headings “THE BONDS—Redemption.” The Bonds are subject to redemption as set forth under the heading “THE BONDS – Redemption” herein. Moreover, the Bonds may be called for redemption prior to maturity should a Determination of Taxability or certain other events occur, or if all or substantially all of the Facilities are destroyed or taken by condemnation. The effect on Bondholders of such an acceleration or purchase would be similar to that of early redemption at par. See “THE BONDS – Redemption” herein.

### Other Risks

The occurrence of any of the following events, or other anticipated events, could adversely affect the operations of the Borrower:

- (1) Inability to control increases in operating costs, including salaries, wages and fringe benefits, supplies and other expenses, without being able to obtain corresponding increases in revenues.
- (2) Employee strikes and other adverse labor actions which could result in a substantial increase in expenditures without a corresponding increase in revenues.
- (3) Adoption of federal, state or local legislation or regulations having an adverse effect on the future operating or financial performance of the Borrower.

## LITIGATION

### The Issuer

There is not now pending or, to the knowledge of the Issuer, threatened, any litigation against the Issuer seeking to restrain or enjoin the issuance or delivery of the Bonds or questioning or affecting the validity of the Bonds or the proceedings of the Issuer under which they are to be issued. There is not now pending or, to the knowledge of the Issuer, threatened which in any manner questions the right of the Issuer to authorize the Resolution or enter into the Loan Agreement or the Indenture or to secure the Bonds in the manner provided in the Indenture.

## The Borrower

There is no action, suit, proceeding, inquiry or investigation at law or in equity to which the Borrower is a party before or by any court, public board or body, presently pending or, to the knowledge of the Borrower, overtly threatened against or affecting the Borrower which would have a material adverse effect on the Borrower. Due to the nature of its business, from time to time the Borrower may be a party in various types of litigation. See "BONDHOLDERS' RISKS - Malpractice and General Liability Claims." The Borrower presently maintains both malpractice and general liability insurance. See "Summary of Insurance Coverage" in Appendix A.

## LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Bonds by the Issuer are subject to the approval of Ahlers & Cooney, P.C., Bond Counsel, Des Moines, Iowa. Certain matters will be passed upon for the Borrower by its counsel, Alan H. Bjork, PLC, Johnston, Iowa, for the Issuer by its counsel, Dorsey & Whitney LLP, and by Dorsey & Whitney LLP, Des Moines, Iowa, Underwriter's Counsel.

The opinions of Bond Counsel and counsel to the Borrower will contain qualifications regarding: (i) limitations on enforceability imposed by bankruptcy and similar laws relating to or affecting creditors' rights generally; (ii) the enforceability of equitable rights and remedies; and (iii) limitations on the enforceability of provisions for indemnification of other parties.

## TAX EXEMPTION

In the opinion of Ahlers & Cooney, P.C., Bond Counsel, subject to continuing compliance by the Borrower with certain tax covenants, under existing statutes, regulations, rulings, and court decisions, interest on the Bonds is excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, interest on the Bonds is taken into account in determining "adjusted current earnings" for purposes of computing the federal alternative minimum tax imposed on corporations.

The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain restrictions on the use and investment of proceeds of the Bonds and causes certain federal income tax consequences to owners of the Bonds. A brief summary of certain provisions of the Code follows. A prospective purchaser of the Bonds should consult his or her tax advisor with respect to applicability of various adverse federal tax consequences that result from ownership of tax-exempt bonds by certain classes of taxpayers.

In order to maintain the exemption from federal income taxes of interest on the Bonds and for no other purpose, the Borrower covenants in the Loan Agreement to comply with the provisions of the Code. Until and unless, and except to the extent in the opinion of Bond Counsel, the following are not necessary to maintain the tax-exempt status of the Bonds, the Borrower covenants, represents and warrants with respect to the Bonds to submit in a timely manner all reports, accounting and information to the Internal Revenue Service, to take whatever action is necessary within its power to assure the continued tax exemption on the Bonds, and to take whatever action is necessary within its power to comply with the applicable law and regulations in order to maintain tax exemption with respect to the Bonds.

The Loan Agreement may be amended without the consent of any owner of the Bonds for the sole purpose of taking action necessary to maintain tax exemption with respect to the Bonds under applicable federal law or regulations.

From time to time, legislative proposals are pending in Congress that would, if enacted, alter or amend one or more of the tax matters described herein in certain respects or would adversely affect the market value of the Bonds, or possibly affect the ability of bondholders to treat interest on the Bonds as exempt from federal income taxation. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds.

There are many events which could affect the value and liquidity or marketability of the Bonds after their issuance, including but not limited to public knowledge of an audit of the Bonds by the Internal Revenue Service, a general change in interest rates for comparable securities, a change in federal or state income tax rates, legislative or regulatory proposals affecting state and local government securities, and changes in judicial interpretation of existing law.

Section 103 of the Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The Borrower has covenanted to comply with certain restrictions designed to assure that interest on the Bonds will not be included in federal gross income. Failure to comply with these covenants may result in interest on the Bonds being included in federal gross income, possibly from the date of issuance of the Bonds. The opinions of Bond Counsel assume compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the tax status of interest on the Bonds.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Bondowner's federal, state or local tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Bondowner or the Bondowner's other items of income or deduction. Bond Counsel expresses no opinion regarding any other tax consequences.

Bond Counsel's opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the Borrower described above. No ruling has been sought from the Internal Revenue Service (the "Service") with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel's opinion is not binding on the Service. The Service has an ongoing program of auditing the tax-exempt status of the interest on tax-exempt obligations. If an audit of the Bonds is commenced, under current procedures the Service is likely to treat the Borrower as the "taxpayer," and the Bondowners would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Bonds, the Borrower may have different or conflicting interests from the Bondowners. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Except as described above, Bond Counsel expresses no other opinion with respect to any other federal, state or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, certain foreign Borrowers doing business in the United States, S Borrowers with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations.

Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

### **TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT**

If the initial public offering price of the Bonds may be less than the principal amount thereof (hereinafter, the "Discounted Bonds"). The difference between the principal amount payable at maturity of the Discounted Bonds and the initial public offering price of such Discounted Bonds, assuming a substantial amount is first sold at such price (the "Offering Price"), will be treated as "original issue discount." With respect to a taxpayer who purchases a Discounted Bond in the initial public offering at the Offering Price and who holds such Discounted Bond to maturity, the full amount of original issue discount will constitute interest which is excludable from the gross income of the owner of such Discounted Bond for federal and Iowa income tax purposes to the same extent as current interest, and will not be treated as taxable capital gain upon payment of such Discounted Bond upon maturity.

The original issue discount on each of the Discounted Bonds is treated as accruing daily over the term of such Discounted Bond on the basis of a constant yield compounded at the end of each six-month period (or shorter period from the date of original issue). The amount of original issue discount accruing during such period will be added to the owner's tax basis for the Discounted Bonds. Such adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discounted Bonds (including sale, redemption or payment at maturity). An owner of a Discounted Bond who disposes of it prior to maturity should consult such owner's tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discounted Bond prior to maturity.

Owners who purchase Discounted Bonds in the initial public offering but at a price different than the Offering Price or who do not purchase Discounted Bonds in the initial public offering should consult their tax advisors with respect to the tax consequences of the ownership of such Discounted Bonds.

Owners of Discounted Bonds should consult their own tax advisors with respect to the state and local tax consequences of owning the Discounted Bonds. It is possible that under the applicable provisions governing the determination of state or local income taxes, accrued original issue discount on the Discounted Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment until a later year.

### **ORIGINAL ISSUE PREMIUM**

Any amount equal to the excess of the purchase price of the Bonds over the principal amount payable at maturity of the Bonds constitutes amortizable bond premium that may not be deducted for federal income tax purposes. A purchaser of such a Bond must amortize any premium over such Bond's term using constant yield principles, based on the Bond's yield to maturity. As bond premium is amortized, the purchaser's basis in such Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to such purchaser. This reduction will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on the sale or disposition of such Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any Bond at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the federal, state and local tax consequences of owning such Bond.

## QUALIFIED TAX-EXEMPT OBLIGATIONS

The 2016B Bonds will be designated by the Issuer as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

The Series 2016A Bonds will be “deemed designated” as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code.

## FINANCIAL STATEMENTS

The financial statements of the Borrower as of and for the year ended December 31, 2015 included in Appendix B to this Official Statement, have been audited by RSM US LLP, independent auditors, as stated in their report dated April 6, 2016. Financial statements of the Borrower for certain other prior years can be found on the Electronic Municipal Marketplace Access at [www.http://emma.msrb.org](http://emma.msrb.org).

## UNDERWRITING

Northland Securities, Inc. (the “Underwriter”) has agreed to purchase the Series 2016A Bonds at an aggregate purchase price of \$ \_\_\_\_\_ (reflecting an underwriter’s discount of \_\_\_\_\_%) pursuant to a Series 2016A Bond Purchase Agreement (the “Series 2016A Bond Purchase Agreement”) and has agreed to purchase the Series 2016B Bonds at an aggregate purchase price of \$ \_\_\_\_\_ (reflecting an underwriter’s discount of \_\_\_\_\_%) pursuant to a Series 2016B Bond Purchase Agreement (the “Series 2016B Bond Purchase Agreement” and, together with the Series 2016A Bond Purchase Agreement, the “Bond Purchase Agreements”), both of which were entered into by and among the Issuer, the Borrower and the Underwriter. Each of the Bond Purchase Agreements provide that the Underwriter shall purchase all of the applicable Series Bonds, if any such Bonds are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreements. The initial public offering prices set forth on the inside cover of this Official Statement may be changed from time to time by the Underwriter. Concessions from the initial public offering price may be allowed to selected dealers and certain special purchasers. The Underwriter reserves the right to join with dealers and other underwriters in offering the Bonds to the public. The Borrower has agreed to indemnify the Underwriter and the Issuer against certain liabilities, including certain liabilities under federal and state securities laws.

The Bonds will not be listed on any securities exchange or inter-dealer quotation system. The Underwriter has advised the Borrower that it presently intends to make a market in the Bonds. However, the Underwriter is not required to engage in such market making, and such market making, if commenced, may be discontinued at any time without notice.

## CONTINUING DISCLOSURE

In order to permit the Underwriter and other participating underwriters in the primary offering of the Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), the Borrower will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Bonds, to provide annual reports of specified information and notice of the occurrence of certain events, as hereinafter described (the “Disclosure Covenants”). The information to be provided on an annual basis, the events as to which notice is to be given, other provisions of the Disclosure Covenants, including termination, amendment and remedies, are set forth in Appendix E to this Official Statement.





**APPENDIX A**

**INFORMATION CONCERNING  
LUTHER PARK HEALTH CENTER, INC.**

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**APPENDIX B**

**COMBINED FINANCIAL STATEMENTS**

**OF**

**LUTHER PARK HEALTH CENTER, INC.,  
LUTHER PARK APARTMENTS, INC. AND LUTHER CARE SERVICES**

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**APPENDIX C**

**DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF  
PRINCIPAL DOCUMENTS**

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**APPENDIX D**

**FORM OF BOND COUNSEL OPINION**

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**APPENDIX E**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**

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4841-8982-7128\3\477952\00110

CITY OF BONDURANT  
RESOLUTION NO. 16-164

RESOLUTION APPROVING THE SITE PLAN FOR 1200 PRAIRIE DRIVE, SOUTHWEST

WHEREAS, a site plan was submitted for 1200 Prairie Drive, Southwest; AND

WHEREAS, the legal description is as follows:

Lot 2 in McCleary Meadows Industrial Park, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa

WHEREAS, the site is zoned M-2, Medium Industrial District,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Site Plan for 1200 Prairie Drive, Southwest, is hereby approved as presented.

Passed this 03rd day of October, 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-16-34

RESOLUTION APPROVING THE SITE PLAN FOR 1200 PRAIRIE DRIVE, SOUTHWEST

WHEREAS, a site plan was submitted for 1200 Prairie Drive, Southwest; AND

WHEREAS, the legal description is as follows:

Lot 2 in McCleary Meadows Industrial Park, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa

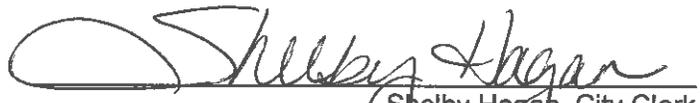
WHEREAS, the site is zoned M-2, Medium Industrial District,

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Bondurant, Iowa, that the Site Plan for 1200 Prairie Drive, Southwest, is approved and forwarded to the City Council with a recommendation for approval of same.

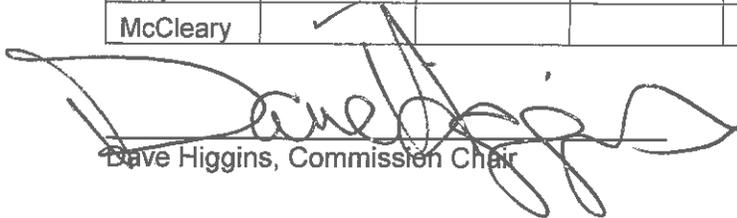
Moved by Kromrie, Seconded by Hudson to adopt.

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the Planning and Zoning Commission held on September 22, 2016; among other proceedings the above was adopted.

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

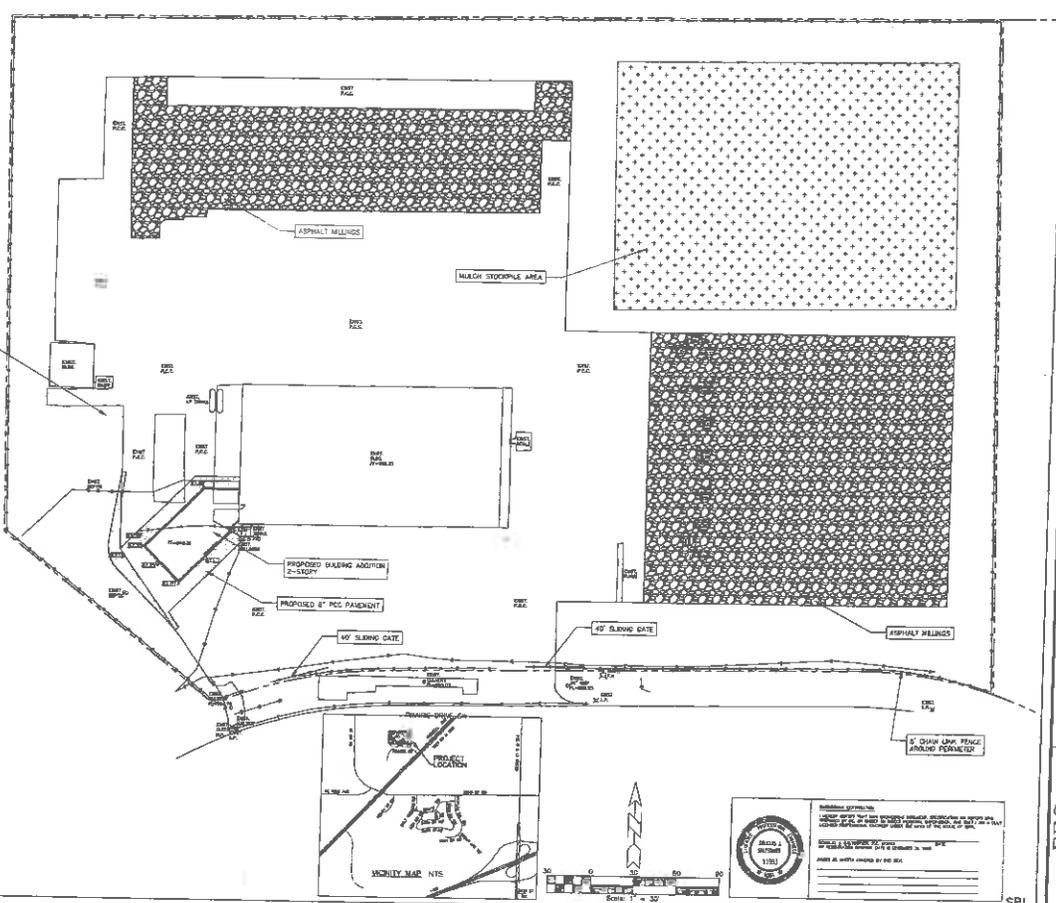
  
Shelby Hagan, City Clerk

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

  
Dave Higgins, Commission Chair

**NOTE:**  
 THE LOCATION OF ALL UTILITIES SHOWN ON THE PLANS AND THEREON SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THE PLANS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES SHOWN ON THE PLANS BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BOONVILLE, MISSOURI, PRIOR TO THE START OF CONSTRUCTION.

**LEGAL DESCRIPTION:** (PRIORITY DEED, BOOK 13574, PAGE 33)  
 LOT 2 IN HICKORY HIGHLANDS INDUSTRIAL PARK, 20-00000000, AS SHOWN IN AND BEING A PART OF THE CITY OF BOONVILLE, MISSOURI.



- GENERAL NOTES:**
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
  - ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
  - ALL CONSTRUCTION PROCEDURES AND METHODS TO BE USED SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO THE START OF CONSTRUCTION.
  - ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY ENGINEER'S SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
  - THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BOONVILLE, MISSOURI, PRIOR TO THE START OF CONSTRUCTION.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BOONVILLE, MISSOURI, PRIOR TO THE START OF CONSTRUCTION.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BOONVILLE, MISSOURI, PRIOR TO THE START OF CONSTRUCTION.
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  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BOONVILLE, MISSOURI, PRIOR TO THE START OF CONSTRUCTION.

**1200 PRAIRIE DRIVE SW - GEOMETRIC PLAN**

DATE: 11/15/2023  
 DRAWN BY: J. L. [Name]  
 CHECKED BY: [Name]  
 SCALE: AS SHOWN  
 SHEET NO. 16-085

**ERC**  
 ENGINEERING & CONSULTING, INC.  
 1200 PRAIRIE DRIVE SW  
 BOONVILLE, MISSOURI 64601  
 PHONE: (417) 931-1234  
 FAX: (417) 931-1235  
 WWW: www.erc-engineering.com

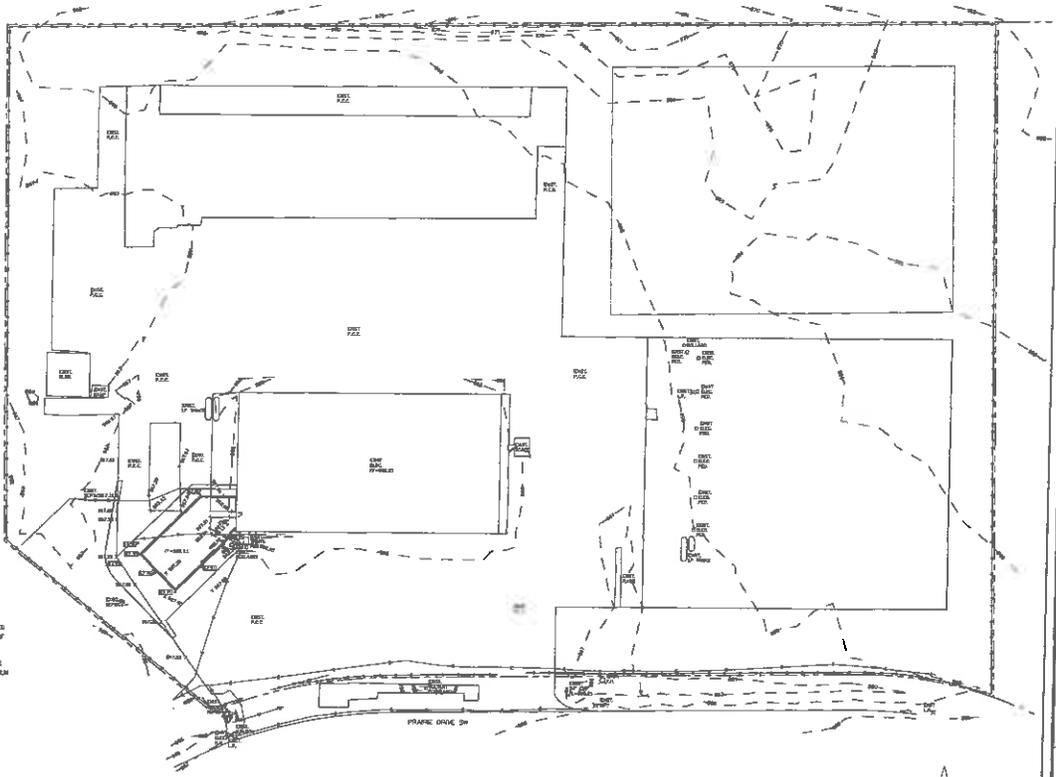
**NOTE:**  
 THE LOCATION OF ALL UTILITIES INDICATED ON THE PLANS ARE FROM THE EXISTING SURFACE ELEVATIONS. THE EXACT LOCATION AND ELEVATION OF ALL PUBLIC UTILITIES MUST BE DETERMINED BY THE OPERATOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL UTILITIES EXIST. THIS WORK SHOWN ON THE PLANS MAY BE PRESENT.

**GRADING NOTES:**

1. REMOVE ALL EXISTING ORGANIC MATERIAL TO 12" MINIMUM DEPTH. REVEALED SPOTS OF ALL HIGH PAVED AREAS FOR TOP OF SUB-FULL SHALL BE EXPOSED AND REPAIRED.
2. MAINTAIN SLOPE AS SHOWN FOR EXISTING FILL AFTER THEY ARE REMOVED TO REMOVE ALL OBSTACLES SUCH AS CONCRETE, BRICKS AND OTHER MATERIALS. OBSTACLES SHALL BE REMOVED FROM THE PROJECT SITE. ALL EXCESS MATERIALS SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR.
3. ANY SPOT SPOTS DISCOVERED DURING PROOF ROLLING SHALL BE UNDERLIFT AND RECOMPACTED.
4. ALL FINISHES SHALL HAVE A MINIMUM OF 1" OF SELECT COMPACTED MATERIAL OF 0/2 OR IN CLASSIFICATION DIRECTLY BELOW THE BOTTOM OF SLAB.
5. FILL SHALL BE PLACED IN LIFTS HAVING A MAXIMUM LOOSE THICKNESS OF 12" COMPACTED TO THE PROPOSED FINISH AND MOISTURE SHALL BE ADJUSTED TO THE PROPOSED PROCTOR FACTOR (AS PER STANDARD DRY WEIGHT) COMPACT TO MEET AT OTHER LOCATIONS. MAINTAIN UNIFORM CONSISTENCY OF CONTROLLED FILL ABOVE OTHER DURING PLACEMENT AND COMPACTION.
6. THE FINISH SITE SHALL BE FINE GRADED WITH ELEVATION TOLERANCE OF ±1 FOOT.
7. OPERATIONS AND TESTING OF FILL OPERATION SHALL BE BY THE SOIL ENGINEER WROTE BY THE ENGINEER.
8. ALL PROPOSED SPOT ELEVATIONS ARE TO TOP OF FINISH OR FINISH GRADE UNLESS OTHERWISE NOTED.

**H.C. STALLS, RAMPS AND ADAAG NOTES:**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FOLLOWING THE PROPOSED SPOT ELEVATIONS, EXCEPT SLOPES, STAIRS, RAMPAGE AND RAMP DETAILS TO MEET CURRENT REQUIREMENTS OF ADAAG, WHEEL CHAIR AND ADAAG.
2. THE CONTRACTOR SHALL VERIFY WITH THE CITY INSPECTOR THAT THE RAMP, STAIRS, AND RAMPAGE ARE CONSTRUCTED PROPERLY TO MEET STANDARDS.
3. SHOULD DISCREPANCIES OCCUR ON THE PLAN OR WHAT IS REQUIRED BY THE INSPECTOR, THE CONTRACTOR SHALL NOTIFY THE PROPERTY REPRESENTATIVE WITHIN THE WAY THE CONTRACTOR HAS FOR THE LAST SIX YEARS OR OTHER APPLICABLE PROJECTS AND BE AN EXHIBIT FOR NON-COMPLIANCE WITH THESE REQUIREMENTS.



**1200 PRAIRIE DRIVE SW - GRADING PLAN**

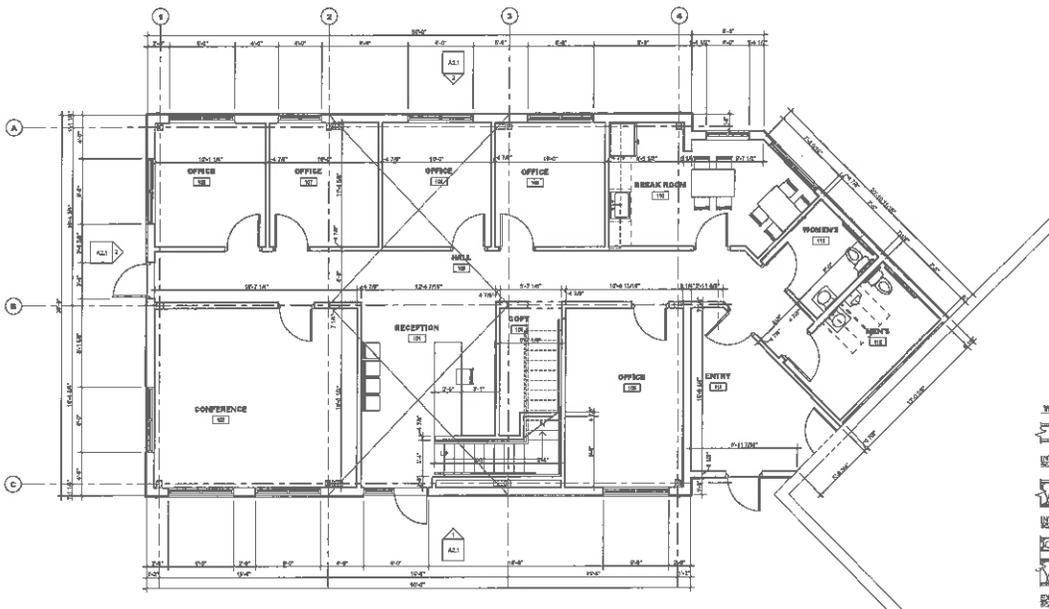
NO.	DATE	BY	FOR	REVISION	SCALE	SHEET NO.	TOTAL SHEETS

**ERC**  
 Engineering & Construction  
 1200 Prairie Drive SW  
 Grand Rapids, MI 49503  
 (616) 451-1234  
 www.erc.com

SP2

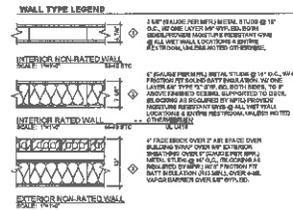
16-066





- GENERAL FLOOR PLAN NOTES**
1. REFER TO ADDITIONAL NOTES AND REQUIREMENTS ON ALL OTHER DRAWINGS AND TO SUPPLEMENTARY DOCUMENTS.
  2. DIMENSIONS ARE TO FACE OF PERIMETER WALL, OR CENTER OF STRUCTURE WALLS.
  3. ALL MECHANICAL, ELECTRICAL AND EQUIPMENT DRAWINGS ON THIS SHEET IS PROVIDED FOR INFORMATION PURPOSES ONLY. THE LAYOUT OF MECHANICAL, ELECTRICAL, PLUMBING, AND OTHER SYSTEMS SHALL BE DETERMINED BY THE MECHANICAL, ELECTRICAL, PLUMBING, AND OTHER SYSTEMS DESIGNERS.
  4. ALL CONCRETE, MASONRY, ROUGH-IN, ETC. SHALL BE HELD AS BEST AS POSSIBLE TO THE ROOM DESIGNER'S DESIGN. IF NOT HELD AS BEST AS POSSIBLE TO THE ROOM DESIGNER'S DESIGN, THE ROOM DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE ROOM DESIGNER'S DESIGN.
  5. INSTALL VERTICAL EXPANSION JOINTS VERTICALLY THROUGHOUT THE BUILDING AT THE POINTS OF CONSTRUCTION JOINTS. PROVIDE JOINTS TO BE LOCATED AT THE POINTS OF CONSTRUCTION JOINTS. PROVIDE JOINTS TO BE LOCATED AT THE POINTS OF CONSTRUCTION JOINTS. PROVIDE JOINTS TO BE LOCATED AT THE POINTS OF CONSTRUCTION JOINTS.
  6. PROVIDE WATER DRAINAGE OF SURFACE WATER AWAY FROM BUILDING WITH VENT PIPING OF WATER ADJUSTMENT TO BUILDING ON PAVEMENT.

- WALL TYPE NOTES**
1. REFER TO ADDITIONAL NOTES AND REQUIREMENTS ON ALL OTHER DRAWINGS AND TO SUPPLEMENTARY DOCUMENTS.
  2. PROVIDE TOP AND BOTTOM FINISHES TO ALL WALLS TO MATCH THE FINISHES OF THE ROOMS TO WHICH THEY ARE ADJACENT. PROVIDE FINISHES TO MATCH THE FINISHES OF THE ROOMS TO WHICH THEY ARE ADJACENT. PROVIDE FINISHES TO MATCH THE FINISHES OF THE ROOMS TO WHICH THEY ARE ADJACENT.
  3. ALL EXTERIOR WALLS TO BE BUILT WITH 8\"/>



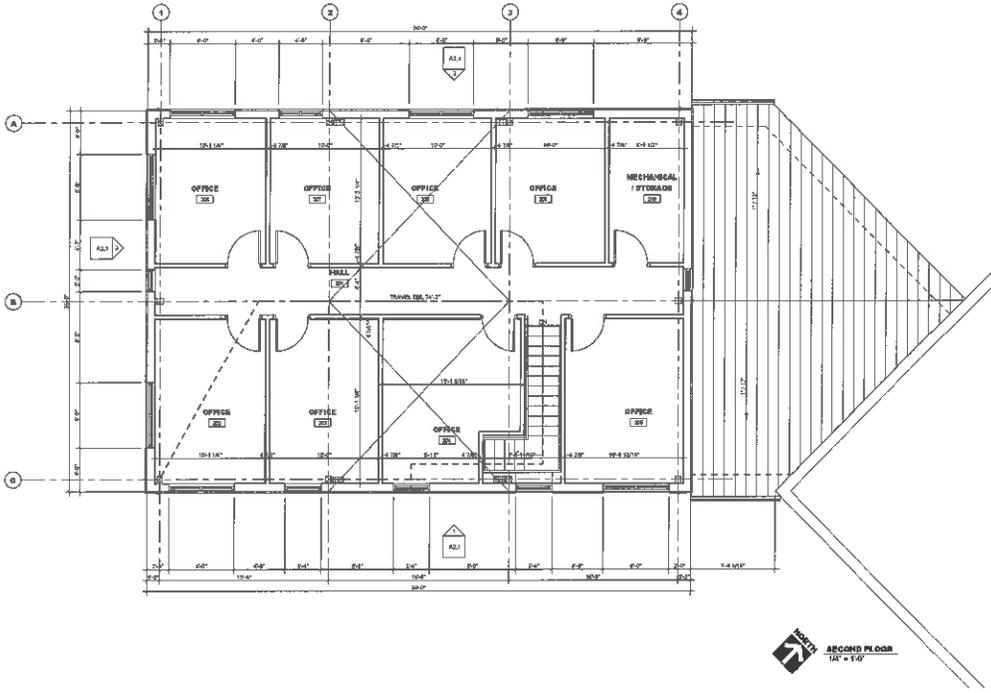
**Simonson**  
 ARCHITECTS & ENGINEERS, PLLC  
 1200 PRAIRIE DR., SUITE 200  
 BONDURANT, IA 50035  
 515.325.1234  
 www.simonsonarchitect.com

**J. PETTIECORD OFFICE ADDITION**  
 1200 PRAIRIE DR.,  
 BONDURANT, IA 50035

**NOT FOR CONSTRUCTION**

DATE: 11/11/2014  
 DRAWING NO.: 14-001  
 SHEET NO.: 14-001-FP  
 PROJECT NO.: 14-001

**A1.1**




 SECOND FLOOR  
 1/4" = 1'-0"

NOT FOR CONSTRUCTION

PROJECT: J. PETTIECORD OFFICE ADDITION  
 SHEET: 51  
 DATE: 10/11/11  
 SECOND FLOOR  
 PLAN

A1.2

**J. PETTIECORD OFFICE ADDITION**  
 1200 PRAIRIE DR,  
 BONDURANT, IA 50035

**SIMONSON**  
 ARCHITECTS  
 107 HIGHLAND AVENUE, SUITE 100  
 DES MOINES, IA 50319  
 PH: 515.281.4400  
 WWW.SIMONSONARCHITECTS.COM





CITY OF BONDURANT  
RESOLUTION NO. 16-165

RESOLUTION APPROVING THE PLAT OF SURVEY FOR HAWTHORNE CROSSING LOT 1

WHEREAS, a plat of survey was submitted for Hawthorne Crossing Lot 1; AND

WHEREAS, PARCEL 2016-171, Part of Lot 1 in Hawthorne Crossing, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa, more particularly described as follows:

Beginning at the Southern most Southeasterly corner of said Lot 1; Thence North 89°47'54" West, along the South line of said Lot 1, a distance of 281.80 feet to the Southwest corner of said Lot 1; Thence North 00°12'39" West, a distance of 280.91 feet to a point on the Easterly Right of Way of Hawthorne Crossing Drive Southeast, said point also being on a curve; Thence along said Easterly Right of Way, along a curve to the left having a radius of 305.50 feet, a delta of 03°11'41", an arc length of 17.03 feet, and a chord which bears North 01°37'19" West having a chord distance of 17.03 feet; Thence South 89°48'56" East, a distance of 282.99 feet to a corner of said Lot 1; Thence South 00°03'49" East, along the East line of said Lot 1, a distance of 298.02 feet to the Point of Beginning, containing 1.93 acres more or less.

WHEREAS, the site is zoned R-3, Multi-Family Residential District,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Plat of Survey for Hawthorne Crossing Lot 1, is hereby approved as presented.

Passed this 03rd day of October, 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				
Eirod				

PLANNING AND ZONING COMMISSION  
RESOLUTION NO. PZ-16-35

RESOLUTION APPROVING THE PLAT OF SURVEY FOR HAWTHORNE CROSSING LOT 1

WHEREAS, a plat of survey was submitted for Hawthorne Crossing Lot 1; AND

WHEREAS, PARCEL 2016-171, Part of Lot 1 in Hawthorne Crossing, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa, more particularly described as follows:

Beginning at the Southern most Southeasterly corner of said Lot 1; Thence North 89°47'54" West, along the South line of said Lot 1, a distance of 281.80 feet to the Southwest corner of said Lot 1; Thence North 00°12'39" West, a distance of 280.91 feet to a point on the Easterly Right of Way of Hawthorne Crossing Drive Southeast, said point also being on a curve; Thence along said Easterly Right of Way, along a curve to the left having a radius of 305.50 feet, a delta of 03°11'41", an arc length of 17.03 feet, and a chord which bears North 01°37'19" West having a chord distance of 17.03 feet; Thence South 89°48'56" East, a distance of 282.99 feet to a corner of said Lot 1; Thence South 00°03'49" East, along the East line of said Lot 1, a distance of 298.02 feet to the Point of Beginning, containing 1.93 acres more or less.

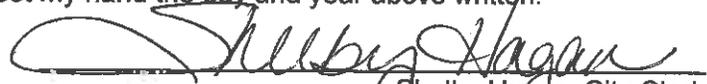
WHEREAS, the site is zoned R-3, Multi-Family Residential District,

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Bondurant, Iowa, that the Plat of Survey for Hawthorne Crossing Lot 1, is approved and forwarded to the City Council with a recommendation for approval of same.

Moved by Hudson, Seconded by Wood to adopt.

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the Planning and Zoning Commission held on September 22, 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

# Polk County Assessor

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

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

Click to center and select a parcel.



Zoom to

Map Size

Aerial

Layers

- | Feature                                         | Legend     | Up to  |
|-------------------------------------------------|------------|--------|
| <input checked="" type="checkbox"/> Parcel Line | red        | 32 mi  |
| <input checked="" type="checkbox"/> Selection   | yellow     | 32 mi  |
| <input checked="" type="checkbox"/> Lot Line    | blue       | 4 mi   |
| <input checked="" type="checkbox"/> Condo       | red circle | 1 mi   |
| <input checked="" type="checkbox"/> Parcel Size | red        | 1/2 mi |
| <input checked="" type="checkbox"/> Lot Size    | blue       | 1/2 mi |
| <input checked="" type="checkbox"/> Misc Size   | green      | 1/2 mi |
| <input checked="" type="checkbox"/> Street Name | black      | 4 mi   |
| <input checked="" type="checkbox"/> Address     | brown      | 1 mi   |
| <input checked="" type="checkbox"/> Building#   | black      | 1 mi   |
| <input checked="" type="checkbox"/> Lot#        | blue       | 1/2 mi |

Measure   
Hit Esc to 0

[Get Listing](#)  
[Printable Map](#)

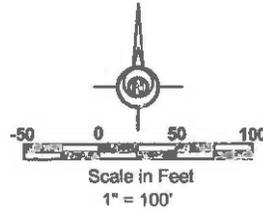
# PLAT OF SURVEY

DATE OF SURVEY:  
8-9-2016

PROPRIETOR/SITE ADDRESS:  
HAWTHORNE CROSSING LLC  
8304 PARKVIEW DR  
URBANDALE, IA 50322

SURVEY PREPARED FOR:  
WIL-RON PROPERTIES

NOTES:  
Orientation of this bearing system is Iowa State Plane South (NAD 83)

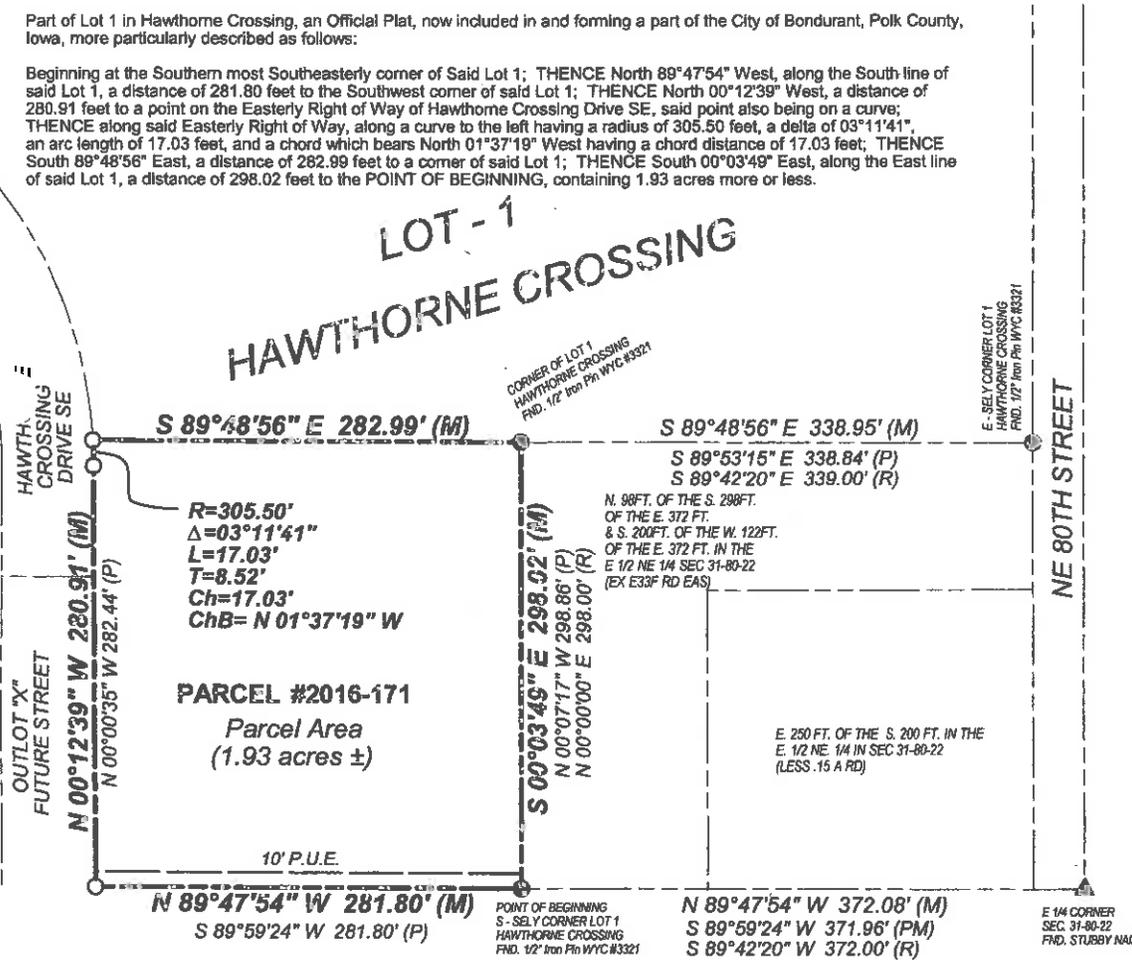


LEGAL DESCRIPTION:  
PARCEL 2016-171

Part of Lot 1 in Hawthorne Crossing, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa, more particularly described as follows:

Beginning at the Southern most Southeastly corner of Said Lot 1; THENCE North 89°47'54" West, along the South-line of said Lot 1, a distance of 281.80 feet to the Southwest corner of said Lot 1; THENCE North 00°12'39" West, a distance of 280.91 feet to a point on the Easterly Right of Way of Hawthorne Crossing Drive SE, said point also being on a curve; THENCE along said Easterly Right of Way, along a curve to the left having a radius of 305.50 feet, a delta of 03°11'41", an arc length of 17.03 feet, and a chord which bears North 01°37'19" West having a chord distance of 17.03 feet; THENCE South 89°48'56" East, a distance of 282.99 feet to a corner of said Lot 1; THENCE South 00°03'49" East, along the East line of said Lot 1, a distance of 298.02 feet to the POINT OF BEGINNING, containing 1.93 acres more or less.

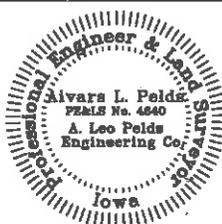
**LOT - 1**  
**HAWTHORNE CROSSING**



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

*A. Leo Pelds* 8-22-2016  
AIVARS LEO PELDS, P.E. & L.S. IA. LIC. NO. 4640 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017  
ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE):



**SYMBOLS LEGEND**

- FOUND IRON ROD OR PIPE
- SET 1/2" REROD w/ YELLOW PLASTIC CAP STAMPED #4640
- ▲ FOUND SECTION CORNER WITH YELLOW CAP
- WYC (M)(P)(R) MEASURED/PLATTED/RECORDED
- (PM) PREVIOUSLY MEASURED
- P.U.E. PUBLIC UTILITY EASEMENT

NOTE:  
THIS DRAWING IS BEING MADE AVAILABLE BY A. LEO PELDS ENGINEERING COMPANY (A.L.P.E.C.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH A.L.P.E.C.'s AGREEMENT FOR PROFESSIONAL SERVICES. A.L.P.E.C. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.

DRAWN BY: E. Pelds

FILE: J:\Lot Surveys\2016\Bondurant\Part of Lot 1 Hawthorne Crossing.scd



Engineering | Planning | Surveying  
2323 Dixon Street, Des Moines, IA 50316 • P.O. Box 4626, Des Moines, IA 50305 - P: (515) 265-8196 F: (515) 268-2259

CITY OF BONDURANT  
RESOLUTION NO. 16-166

RESOLUTION APPROVING THE FINAL PLAT FOR PAYTON RIDGE PLAT 2

WHEREAS, a final plat was submitted for Payton Ridge Plat 2; AND

WHEREAS, Rex & Theresa Hale are the owners; AND

WHEREAS, the legal description is as follows:

Outlot X in Payton Ridge Plat 1, an Official Plat, now included in and forming a part of Polk County, Iowa as recorded in Book 13144 Page 109 at the Polk County, Iowa Recorder's Office.

WHEREAS, the said parcel contains 15.14 acres,

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

Passed this 03rd day of October, 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-16-36

RESOLUTION APPROVING THE FINAL PLAT FOR PAYTON RIDGE PLAT 2

WHEREAS, a final plat was submitted for Payton Ridge Plat 2; AND

WHEREAS, Rex & Theresa Hale are the owners; AND

WHEREAS, the legal description is as follows:

Outlot X in Payton ridge Plat 1, an Official Plat, now included in and forming a part of Polk County, Iowa as recorded in Book 13144 page 109 at the Polk County, Iowa Recorder's Office.

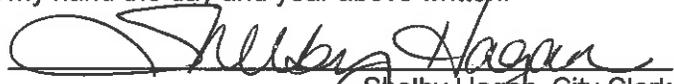
WHEREAS, the said parcel contains 15.14 acres,

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

Moved by McCleary, Seconded by Clayton to adopt.

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the Planning and Zoning Commission held on September 22, 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



CITY OF BONDURANT  
RESOLUTION NO. 16-167

RESOLUTION APPROVING ISSUANCE OF LETTER TO THE IOWA DEPARTMENT OF  
TRANSPORTATION APPROVING AN AUTO DEALER'S LICENSE FOR MICHAEL H.  
KOSSACK AT 3400 HENRY STREET, SOUTHWEST, UNIT #6

WHEREAS, Michael H. Kossack, 7222 NE 105<sup>th</sup> Place, submitted a request for a Dealer's License at 3400 Henry Street, Southwest, Unit #6; AND

WHEREAS, Kossack trades used cars as a hobby; AND

WHEREAS, Kossack has obtained a used Dealer's License from the Iowa Department of Transportation (IDOT) in connection with such trade; AND

WHEREAS, there will be no outside storage of cars or display (except for cars of visitors or personal cars that are plated); AND

WHEREAS, all cars intended for trade in connection with the hobby will be kept inside a garage; AND

WHEREAS, there will be no un-plated or for sale cars left outside on the above property; AND

WHEREAS, if the City of Bondurant determines in good faith that there is a violation, Kossack will within thirty (30) days turn in his used Dealer's License to the IDOT; AND

WHEREAS, the site is zoned C-2, General Commercial District,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the issuance of the letter for Michael H. Kossack for an Auto Dealer's License, is hereby approved as presented.

Passed this 03rd day of October, 2016,

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

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

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

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

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

## Shelby Hagan

---

**From:** Mark Arentsen [marentsen@cityofbondurant.com]  
**Sent:** Friday, August 26, 2016 9:23 AM  
**To:** 'Mike Kossack'  
**Cc:** 'Shelby Hagan'; 'Clayton, Brian [ICN]'  
**Subject:** FW: Kossack Dealers License

Mike, Please see the comments/questions below from one of the Planning & Zoning Commission members. Please send me a response or present one at the 9/6 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:** Clayton, Brian [ICN] [<mailto:Brian.Clayton@iowa.gov>]  
**Sent:** Friday, August 26, 2016 8:05 AM  
**To:** [marentsen@cityofbondurant.com](mailto:marentsen@cityofbondurant.com)  
**Subject:** Kossack Dealers License

<http://www.iowadot.gov/mvd/buyingselling/dealer.htm>

Mark, after looking at the DOT requirements for the dealer license, I am more curious about what Mr. Kossack is doing and exactly where he will locate his facility. It would appear that the office needs to be staffed at least 32 hours a week and if there is to be a display facility it only needs to be 18x30 feet, exclusive of parking area. This would lead me to believe he needs outside display area, although that is not specifically worded that way.

What I am not seeing is a way for one to have a dealer's license for buying/selling of automobiles for personal collection. Once we know more about the intent, I believe we should contact the DOT and see how that fits into the site requirements for the dealer's license before the city confirms the zoning.

Since he has two other locations (home & shop) I am curious why he wants a site off Hwy 65, unless the future intent is to have a display area and take advantage of the traffic flow (visibility).

My thoughts.....

Brian Clayton

## Shelby Hagan

---

**From:** Mark Arentsen [mailto:marentsen@cityofbondurant.com]  
**Sent:** Monday, August 29, 2016 9:12 AM  
**To:** 'Higgins Dave'; 'Shelby Hagan'  
**Subject:** FW: FW: Kossack Dealers License

Shelby, Please include the e-mail below in the 9/8 P&Z packet.

*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:** MIke Kossack [mailto:kossack.mike@gmail.com]  
**Sent:** Friday, August 26, 2016 11:30 AM  
**To:** Mark Arentsen  
**Subject:** Re: FW: Kossack Dealers License

Mark see my responses below in red. I will forward the DOT email chain on the site visit.

Thanks Mike

On Fri, Aug 26, 2016 at 9:23 AM, Mark Arentsen <[marentsen@cityofbondurant.com](mailto:marentsen@cityofbondurant.com)> wrote:

Mike, Please see the comments/questions below from one of the Planning & Zoning Commission members. Please send me a response or present one at the 9/6 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](tel:515-967-2418)  
[515-971-6855](tel:515-971-6855) (Cell)

[515-967-5732](tel:515-967-5732) (Fax)

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

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

**From:** Clayton, Brian [ICN] [mailto:[Brian.Clayton@iowa.gov](mailto:Brian.Clayton@iowa.gov)]  
**Sent:** Friday, August 26, 2016 8:05 AM  
**To:** [marentsen@cityofbondurant.com](mailto:marentsen@cityofbondurant.com)  
**Subject:** Kossack Dealers License

<http://www.iowadot.gov/mvd/buyingselling/dealer.htm>

Mark, after looking at the DOT requirements for the dealer license, I am more curious about what Mr. Kossack is doing and exactly where he will locate his facility. It would appear that the office needs to be staffed at least 32 hours a week and if there is to be a display facility it only needs to be 18x30 feet, exclusive of parking area. This would lead me to believe he needs outside display area, although that is not specifically worded that way. **I do not plan to ever store items outside, i have room with the storage lifts of 6 vehicles inside to display, also have room in the back half for the guy who works on my cars to work. I am very familiar with the DOT requirements of hours and such and i have had the DOT out to inspect and ok the facility i will send the email as a attachment. i will sign a waiver to verify I will not have cars outside these cars range from 35K to 105K they will not be outside.**

What I am not seeing is a way for one to have a dealer's license for buying/selling of automobiles for personal collection. Once we know more about the intent, I believe we should contact the DOT and see how that fits into the site requirements for the dealer's license before the city confirms the zoning. **You are only allowed to buy and sell six auto a year. With buying and selling to grow a collection that is why i need the license. I have exceeded this the that last three years. I have been warned by the DOT as well so thats why I am pursuing the license. Again i have had the DOT out and inspected the facility and have gotten there approval.**

Since he has two other locations (home & shop) I am curious why he wants a site off Hwy 65, unless the future intent is to have a display area and take advantage of the traffic flow (visibility). **My home shop is for my finished and stored cars i will keep, the Colfax storage is storage only, the Shop is were i run my four construction businesses out of so i dont keep cars there, this area was available and i liked the location due to security on a main road, i do not care one bit about visibility, i care about secure and enough interior room to**

do what i need. i cannot say this enough, i will never store outside or display, i will never even have the blinds open for people to see in.

My thoughts.....

Brian Clayton

--

Michael H. Kossack  
CEO/CFO  
AUS, ME, CC & C&M



Mike Kossack &lt;kossack.mike@gmail.com&gt;

---

**Kossack Collectors #**

3 messages

---

**Mike Kossack** <kossack.mike@gmail.com>

Wed, Aug 3, 2016 at 11:09 AM

To: david.thompson@dot.iowa.gov

Dave,

I wanted to let you know Century Link activated the phone today, the number is 515-967-3917.

Thanks Mike

—  
Michael H. Kossack  
CEO/CFO  
AUS, ME, CC & C&M

---

**Thompson, David [DOT]** <David.Thompson@dot.iowa.gov> Wed, Aug 3, 2016 at 3:55 PM

To: Mike Kossack &lt;kossack.mike@gmail.com&gt;

Thanks Mike! I have sent the onsite approval to the Office of Vehicle Services.

Thanks,

Dave

**From:** Mike Kossack [mailto:kossack.mike@gmail.com]**Sent:** Wednesday, August 03, 2016 11:10 AM**To:** Thompson, David [DOT]**Subject:** Kossack Collectors #

[Quoted text hidden]

---

**Mike Kossack** <kossack.mike@gmail.com>

Wed, Aug 3, 2016 at 4:45 PM

To: "Thompson, David [DOT]" &lt;David.Thompson@dot.iowa.gov&gt;

Dave,

I appreciate this. Thank you...

Mike

[Quoted text hidden]

## Shelby Hagan

---

**From:** Mark Arentsen [mailto:marentsen@cityofbondurant.com]  
**Sent:** Monday, August 29, 2016 9:13 AM  
**To:** 'Shelby Hagan'  
**Subject:** FW: Message from "RNP0026738B5379"  
**Attachments:** 20160826113117055.pdf

Shelby, Please include the e-mail and attachment in the 9/8 P&Z packet.

*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:** MIke Kossack [mailto:kossack.mike@gmail.com]  
**Sent:** Friday, August 26, 2016 11:33 AM  
**To:** Arentsen Mark  
**Subject:** Fwd: Message from "RNP0026738B5379"

Mark

Copy of the DOT site visit....

Thanks Mike

--

Michael H. Kossack  
CEO/CFO  
AUS, ME, CC & C&M

# Polk County Assessor

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

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

Location					
Address	3300 HENRY ST SW				
City	BONDURANT	Zip	50035	Jurisdiction	Bondurant
District/Parcel	231/00220-111-000	Geoparcels	7923-12-100-022	Status	<a href="#">Active</a>
School	Bondurant Farrar	Nbhd/Pocket	BN01/F	Tax Authority Group	BON-C-BOF-77477
TIF	Bondurant UR Amend 2	Submarket	Northeast Des Moines	Appraiser	Bob Powers, ICA 515-286-3828

### Map and Current Photos - 2 Records

Click on parcel to get a new listing

[Bigger Map](#)  
[Google Map](#) [Pictometry](#)

Photo Processed on 2012-09-13 a

Photo Processed on 2012-09-13 b

### [Historical Photos](#)

### Ownership - 1 Record

Ownership	Num	Name	Recorded	Book/Page
Title Holder	1	BIGLC	2005-11-30	<a href="#">11416/707</a>

### Legal Description and Mailing Address

MICHAEL H KOSSACK  
7222 NE 105TH PL  
BONDURANT, IA 50035

September \_\_\_\_\_, 2016

City of Bondurant  
200 2nd St NE  
Bondurant, IA 50035

Dear Sirs:

I am the owner of the above property in Bondurant. I trade used cars as a hobby, and as such, I have obtained a used dealers license from the Iowa Department of Transportation ("IDOT") in connection with such trade. This is not intended to be a primary business at the above property. As such, I commit that:

1. There will be no outside storage of cars or display (except for cars of visitors or personal cars that are plated);
2. All cars intended for trade in connection with the hobby will kept inside a garage;
3. There will be no unplatd or for sale cars left outside on the above property.

If the City of Bondurant determines in good faith that there is a violation, I will within thirty (30) days turn in my used dealers license to IDOT.

Sincerely,

Michael H. Kossack

# City Code Section 178.08 (6)

## **6. Design Standards for Auto Sales or Recreational Vehicle Sales.**

### **A. Location standards for all used and new car or recreational vehicle sales-related uses:**

- (1) The use shall not functionally or visually disrupt entry monument or way finding signage on the site.
- (2) The use shall not substantially increase vehicular traffic or cause a hazardous condition for pedestrians or vehicle operators on streets adjacent the site or within adjacent neighborhoods.
- (3) The site shall be of adequate size and shape to accommodate the use along with all required yards (setbacks), parking, landscaping storm water improvements, and other required site improvements.
- (4) The use shall not substantially block views into the site or lot.
- (5) The use shall not be disruptive to the existing or planned visual character of the adjacent uses or neighborhood.
- (6) No wholesaling shall be permitted, except for certain products such as automotive parts which may be purchased on a largely individual basis for resale as part of a repair service as opposed to bulk shipments and deliveries.
- (7) Used car sales lots, provided all outside storage, display and parking areas shall be used and maintained in conformance with an approved site plan, and the parking display and storage of vehicles for hire, rental or sale shall be limited to the area designated for such use in the site plan.

### **B. Site Development Standards for used and new car or recreational vehicle sales related uses:**

- (1) The site shall not be less than one-half acre in size and shall not have less than 100 feet of street frontage on a nonresidential street.
- (2) Conversion of residential structures shall not be allowed.

- (3) Vehicle service bays shall be oriented away from street views or substantially screened from street views and adjacent residential uses.
- (4) Driveways shall be situated so as to minimize impacts on adjacent streets traffic flow and operations.
- (5) Trash and recycling enclosure(s) shall be located within the principle structure or within a fully enclosed structure similar in appearance to the principal structure on the lot.
- (6) A lighting plan prepared by a qualified lighting expert is required for all new construction. Lighting shall be downward cast fixtures designed to direct light onto parking areas, loading or sales areas, and away from residential neighborhoods. Search lights shall not be permitted.
- (7) Signing shall be consistent with all applicable standards of the Bondurant Zoning Code chapter 181. Way finding signage shall direct customers on the site to customer parking areas, service garages, and customer waiting/sales areas.
- (8) The property should be surfaced with an asphaltic or Portland cement binder pavement as shall be approved by the city engineer, so as to provide a durable and dustless surface and shall be so graded and drained as to dispose of all surface water accumulation within the area.
- (9) The property will incorporate curbs or other substantial permanent barriers to prevent encroachment of vehicles into the required setback and landscape areas. Precast wheel stops and other barriers which can be readily moved are not acceptable.
- (10) There shall be no elevated display of motor vehicles in any required front yard.
- (11) The employee and customer parking area shall be clearly designated and shall not be used for the parking, storage or display of motor vehicles for sale, rental, or hire.
- (12) All portions of the property used for the outside parking, display or storage of motor vehicles for sale, rental or hire shall be identified on the site plan and the perimeter shall be striped or otherwise conspicuously marked on the parking surface.
- (13) Lots directly abutting arterial streets shall not exceed one drive access onto such arterial street except as provided

below. Common drives between adjacent landowners shall be encouraged in lieu of individual drives, recommended to be located with the common property line as the centerline of the drive and required to be located a minimum of 40 feet from any other drive as measured from centerline to centerline. Where such common drive is provided and joint access easements to parking areas are provided, required parking spaces on each lot may be reduced in number by up to 5 percent.

- (14) One additional drive access may be permitted on a lot with continuous frontage in excess of 300 feet, or two additional drive accesses for continuous frontage in excess of 600 feet, if proper spacing is provided. The City Council may authorize additional drives in any case upon finding such access will not create congestion or traffic hazards.

**7. Standards for Drive-In and Drive-Through Facilities.**

The standards detailed here are intended to allow for drive-through facilities by reducing the negative impacts they may create. Of special concern are noise from idling cars and voice amplification equipment, lighting, and queued traffic interfering with on-site and off-site traffic and pedestrian flow.

**A. Site development**

- (1) These standards apply to all uses that have drive-through facilities. Except as specified, these standards apply only to the portions of the site development that comprise the drive-through facility. The regulations apply to new developments, the addition of drive-through facilities to existing developments, and the relocation of an existing drive-through facility. Drive-through facilities are not a right; the size of the site or the size and location of existing structures may make it impossible to meet these standards.
- (2) The above site development standards do not apply to drive-through facilities that do not involve any interactive service or communication with the customer.

- B. A drive-through facility is composed of two parts – the stacking lanes and the service area. The stacking lanes are the space occupied by**

CITY OF BONDURANT  
RESOLUTION NO. 16-168

RESOLUTION APPROVING CHANGE ORDER #1 FOR RW EXCAVATING AND DOZING  
FOR THE GAY LEA WILSON TRAIL SEGMENT 3 PROJECT

WHEREAS, RW Contracting and Dozing is contracted for the Gay Lea Wilson Trail Segment 3 Project (TAP-T-0747(611)--8V-77); AND

WHEREAS, Change Order #1 was submitted on September 14, 2016; AND

WHEREAS, description of change to be made is as follows:

1. Up size culvert and switch to cast in place culvert system
2. Change manhole and intake type
3. Add 7 inch PCC drive
4. Add 15 inch FES and 12 inch RCP

WHEREAS, the added cost to the project is \$25,202.00,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Change Order #1 for RW Excavating and Dozing, is hereby approved as presented.

Passed this 03rd day of October, 2016,

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

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

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

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

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

## Mark Arentsen

---

**From:** John M. Micka [jmicka@v-k.net]  
**Sent:** Tuesday, September 27, 2016 12:05 PM  
**To:** marentsen@cityofbondurant.com  
**Cc:** Greg J. Roth  
**Subject:** change order  
**Attachments:** 831240- CO1.pdf

Mark,

Attached is the change order 1. Please review. The added cost to project is roughly \$25,200. If all is Ok, I will print this out, get your signature, get the contractors signature and process this ASAP.

Thanks,

John Micka

**CHANGE ORDER**  
For Local Public Agency Projects

No.: 1

Non-Substantial:

Substantial:

Administering Office  
Concurrence Date

Accounting ID No. (5-digit number): 33643

Project Number: Polk

Kind of Work: PCC Sidewalk/Trail

Local Public Agency: TAP-T-0747(611)--8V-77

Contractor: RW Excavating and Dozing

Date Prepared: September 14, 2016

You are hereby authorized to make the following changes to the contract documents.

**A - Description of change to be made:**

1. up size culvert (line item number 80 and 90) and switch to cast in place culvert system, 12' x 3' RCBC (change number 8001).
2. change manhole and intake type (line item number 140 and 150) and switch to (change number 8002 and 8003).
3. add 7 inch PCC drive (line item number 200).
4. add 15 inch FES and 12 inch RCP (change number 8004 and 8005).

Change order number 8001 is a substantial item. All other items are non-substantial.

**B - Reason for change:**

1. a single 3 foot by 6 foot culvert (line item number 80 and 90) was indicated on plans instead of a double 3 foot by 6 foot culvert which is needed. It was cheaper to do a cast in place so that is what will be built, 12' x 3' RCBC (change number 8001).
2. manhole and intake type (line item number 140 and 150) were incorrectly shown on plans. Correct item is (change number 8004 and 8005).
3. IDOT personnel added the requirement of 10 foot of PCC drive beyond edge of trail at the pre-construction meeting (line item number 200).
4. existing 15 inch FES is damaged and can not be moved as indicated on plans, therefore a new 15 inch FES must be added (change number 8004).
5. 12 inch RCP must be added to 2 low spots (change number 8005).

**C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:**

1. The cost of cast in place culvert, , 12' x 3' RCBC (change number 8001) is with in the range of prices we have been receiving from contractors bidding projects out of out office as of late. The prices range from \$55,200 to \$73,500 based on cubic feet.
2. The price of manhole and intake (change number 8004 and 8005) is within the range of prices we have been getting from other projects. Manholes range \$2200 to \$2850. Intakes range \$500 to \$800.
3. The price for 15 inch FES has been ranging \$850 to \$1400 lf. (change number 8004).
4. The price for 12 inch RCP ranges from \$17/lf to \$25/lf. (change number 8005).

**D - Justification for cost(s) (See I.M. 3.805, Attachment D, Chapter 2.36, for acceptable justification):**

1. The cost of cast in place culvert, 12' x 3' RCBC (change number 8001) is with in the range of prices we have been receiving from contractors bidding projects out of out office as of late. The prices range from \$55,200 to \$73,500 based on cubic feet.
2. The price of manhole and intake (change number 8004 and 8005) is within the range of prices we have been getting from other projects. Manholes range \$2200 to \$2850. Intakes range \$500 to \$800.
3. The price for 15 inch FES has been ranging \$850 to \$1400 lf. (change number 8004).
4. The price for 12 inch RCP ranges from \$17/lf to \$25/lf. (change number 8005).

E - Contract time adjustment:  No Working Days added  Working Days added: 15  Unknown at this time

Justification for selection:  
Additional time to order and install RCBC.



H. Signatures

Agreed:

Contractor \_\_\_\_\_ Date \_\_\_\_\_

Recommended:

Project Engineer \_\_\_\_\_ Date \_\_\_\_\_

Approved:

Person in Responsible Charge \_\_\_\_\_ Date \_\_\_\_\_ Other (optional) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Contracting Authority (optional) \_\_\_\_\_ Date \_\_\_\_\_ Other (optional) \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Iowa DOT Administering Office \_\_\_\_\_ Date \_\_\_\_\_

Approval is contingent upon funds being available under the existing project agreement or upon additional Federal-aid funds being made available by a modified project agreement.

FHWA Concurrence:

Federal Highway Division Administration \_\_\_\_\_ Date \_\_\_\_\_  
(if required)

DISTRIBUTION (after fully executed on LPA projects): Original - Finance; Copies - Contractor, Project Engineer, Contracting Authority, Administering Office.

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

Initials: \_\_\_\_\_

CITY OF BONDURANT  
RESOLUTION NO. 16-169

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 03rd day of October, 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				

Ambulance write offs 9-2016

Date	Run #	Amount	Reason
8/2/2014	14-234	\$726.50	No SS#
8/13/2015	15-211	\$746.30	No SS#
3/21/2016	16-071	\$822.20	paperwork deadline
12/30/2004	131692	\$687.50	too old to collect
3/4/2005	20851	\$605.00	too old to collect
8/26/2005	43070	\$605.00	too old to collect
3/6/2005	21514	\$595.00	too old to collect
4/5/2006	06-054	\$612.50	too old to collect
7/10/2005	43039	\$592.50	too old to collect
12/11/2006	06-196	\$677.50	too old to collect
9/17/2005	05-43090	\$450.00	too old to collect
4/18/2006	06-0062	\$357.50	too old to collect
4/14/2006	06-0059	\$610.00	too old to collect
10/14/2006	06-164	\$605.00	too old to collect

**ORDINANCE NO. 16-215**

**ORDINANCE AMENDING CHAPTER 92, WATER RATES, REMOVING THE ELDERLY SERVICE  
AVAILABILITY CHARGE OF \$3.57 EFFECTIVE 1/1/17**

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

Section 1. **SECTION AMENDED.** Chapter 92 – Water Rates

**99.02 RATES FOR SERVICE.** Water service shall be furnished at the following rates within the City:  
(Code of Iowa, Sec. 384.84)

1. A service availability charge of \$6.10 per month.

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

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

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

**PASSED AND APPROVED** by the City Council this 03rd day of October, 2016.

CITY OF BONDURANT, POLK COUNTY, IOWA

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CURT SULLIVAN, MAYOR

ATTEST:

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SHELBY HAGAN, CITY CLERK

FIRST CONSIDERATION: September 06, 2016

SECOND CONSIDERATION:

THIRD CONSIDERATION:

ORDINANCE NO. 16-216

ORDINANCE AMENDING CHAPTER 106, COLLECTION OF SOLID WASTE, OF THE CITY CODE OF THE CITY OF BONDURANT, IOWA, BY REMOVING ELDERLY 48 GALLON TOTES RATE OF \$7.67 EFFECTIVE 1/1/17

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

Section 1. **SECTION AMENDED.** Chapter 106, Section 106.09(c) of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is hereby repealed and the following adopted in lieu thereof:

**106.09 COLLECTION FEES.** The collection and disposal of solid waste as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees therefore in accordance with the following:

~~C. Qualified elderly individuals for a 48 gallon tote - \$7.67 per month, per tote~~

Section 2. **SECTION AMENDED.** Chapter 106, Section 106.09(d) of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is hereby repealed and the following adopted in lieu thereof:

**106.09 COLLECTION FEES.** The collection and disposal of solid waste as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees therefore in accordance with the following:

~~D. C.~~ Recycling Fee - \$2.70 per month

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

Section 4. **SEVERABILITY.** If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 5. **EFFECTIVE DATE.** This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

**PASSED AND APPROVED** by the City Council this 03rd day of October, 2016.

CITY OF BONDURANT, POLK COUNTY, IOWA

\_\_\_\_\_  
CURT SULLIVAN, MAYOR

ATTEST:

\_\_\_\_\_  
SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: September 06, 2016

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CITY OF BONDURANT  
RESOLUTION NO. 16-170

RESOLUTION APPROVING THE SITE PLAN REVISION FOR ARBOR RIDGE VILLAS PLAT 2

WHEREAS, the site plan is a modification of Lot 1 and Lot 2 of the original Arbor Ridge Villas project; AND

WHEREAS, the original submittal of Arbor Ridge Villas was a combined site plan and construction drawings; AND

WHEREAS, Arbor Ridge Villas Plat 2 eliminates the large apartment on Lots 1 and 2 and replaces the original plan with two private streets and 20 townhomes; AND

WHEREAS, the general configuration of the new townhomes is similar to the original submittal, except the new townhome area does not utilize rear yard drainage swales to the extent used in the original submittal; AND

WHEREAS, the Site Plan Revision meets the hard surface requirements for Multiple-Family Dwellings and Townhomes in Chapter 179 of the City of Bondurant Zoning Code,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Site Plan Revision for Arbor Ridge Villas Plat 2, is hereby approved as presented.

Passed this 03rd day of October, 2016,

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

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

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

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

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

## Mark Arentsen

---

**From:** Mark Arentsen [marentsen@cityofbondurant.com]  
**Sent:** Wednesday, September 28, 2016 10:49 AM  
**To:** 'csullivan@cityofbondurant.com'; 'Brian Lohse'; Wes Enos (wes@wesenos.com); 'Bob Pepper'; 'jkeeler@cityofbondurant.com'; 'Doug Elrod'  
**Cc:** 'dhiggins@cityofbondurant.com'; 'iandbg@gmail.com'; 'Karen Hudson'; 'talyruss@msn.com'; 'investigatorlw@gmail.com'; 'bshea108@aol.com'; 'rmccleary@q.com'; 'Travis M. Sisson'  
**Subject:** Arbor Ridge Villas Exterior Materials  
**Attachments:** SKM\_C454e16092715210.pdf; SKM\_C454e16092715290.pdf

The 9/22 P&Z meeting included consideration of a revision to the Arbor Ridge Villas site plan. Peak Development is proposing a change to the original site plan which called for two small condominium buildings on the Grant St. frontage of the site. The condo buildings are replaced with additional owner occupied townhome buildings. Even though the townhomes have a common wall, each townhome will be located on its own lot. This project is immediately south of the new Sankey Summit subdivision. Attached are the revised plot plan, and exterior building renderings. When the building elevations were presented, I raised the question of whether the proposed siding materials meet the requirements set out in the City's architectural standards ordinance. A copy of City Code section 179.01 (I) (2) (a) (i) (1), (2), (3), (4) that I believe applies to this project is attached. I've discussed this with Travis Sisson of Peak Development. He is copied on this e-mail. The Plan Commission approved the plot plan and the concept of changing this portion of the project from condominiums to attached townhomes. The proposed townhomes would have a similar look to the other townhome buildings on this site.

It is my opinion that the proposed townhomes should meet the requirements of the architectural standards ordinance referenced above. I don't believe the current design meets this standard. The standard calls for 20% hard surface exterior materials. These can be brick or stone products. I suggested to Travis that enclosing the garage doors in hard surface and adding a wainscot along the bottom of all sides of the building exterior may be sufficient. The City has accepted wainscot in the past as compliance with the hard surface requirement. Travis stated that the proposed exterior materials are consistent with the stand alone or duplex buildings elsewhere on the site. He prefers to maintain the same look with the newly proposed buildings. There was no hard surface requirement for the original stand alone or duplex townhome buildings because "normal" single family homes and duplexes have no hard surface requirement.

*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)

Such screening shall have similar design features as the building including material, shape, and color considerations.

- c. This Architectural Standards Ordinance applies to remodeling of existing structures when modifications, other than painting, are made to any exterior wall plane or roof. If an exterior building wall is altered as a result of a remodeling project, that entire wall plane must be brought into compliance with this ordinance. Exterior walls not changed by the remodeling may remain in their existing condition. Roofs must be brought into compliance with this ordinance if a remodeling project changes the roof structure. Roofs may be re-roofed and not brought into compliance with this ordinance so long as the re-roofing does not alter the structure of the roof.

*(Ordinance 06-204)*

**2. Multiple-Family Dwellings and Townhomes in All Districts Except C Zoning Districts:**

**a. Building Materials**

**i. Hard Surface Requirements**

1. Attached dwelling structures shall incorporate, at a minimum, twenty percent (20%) brick, stone, or similar substantial material into the overall exterior building façade.
2. Multiple family structures shall incorporate, at a minimum, twenty percent (20%) brick, stone, or similar substantial material into the overall exterior building façade.
3. Townhome buildings shall incorporate at a minimum, twenty percent (20%) brick, stone, or similar substantial material into the overall exterior building façade.
4. All door or window openings shall count toward these requirements if surrounded by the hard surface material. These opening shall not be designed to unreasonably reduce the amount of hard surface material that is used. The balance of net exterior wall area may be lap siding, synthetic stucco (EIFS), architecturally designed

concrete tilt-up panels, or another similar material.

- a. Exterior building materials shall not include the following: rough sawn board and batten wood, smooth-faced or gray concrete block, painted concrete block, field painted or pre-finished standard corrugated metal siding, standard single or double tee concrete systems.
  - b. The rehabilitation of existing multi-family and townhome structures shall comply with the requirements for exterior building materials above to the maximum extent practicable.
  - c. The required amount of hard surfaces materials shall be limited to only those façades that face the public view, provided that adequate screening will block other non-public façades. In this case, the required building materials must be present as at least trim material on the non-public façades.
5. If the underlying building is constructed using either metal or concrete form walls, the metal or concrete portion of the walls on the front of the building face must be totally covered with the materials listed in this paragraph. The front building face shall be that side or sides of the building, which face the street and are located at the front end of the building at or near the front set back. The above requirements for the non-front sides of any building may be waived in whole or in part by application for approval of an alternative design to the Planning and Zoning Commission and City Council. The alternative design may be approved by the Planning and Zoning Commission and the City Council if it is demonstrated by the property owner that:
- a. Covering the metal or concrete building with appropriate materials for all or part of the building side is inconsistent or

## Mark Arentsen

---

**From:** Travis M. Sisson [travis@tmsissonpc.com]  
**Sent:** Thursday, September 29, 2016 1:37 PM  
**To:** Mark Arentsen; csullivan@cityofbondurant.com; 'Brian Lohse'; Wes Enos; 'Bob Pepper'; jkeeler@cityofbondurant.com; 'Doug Elrod'; James M Gocke (jim.gocke@ankenylaw.com); Erin Ollendike  
**Cc:** dhiggins@cityofbondurant.com; iandbg@gmail.com; 'Karen Hudson'; talyruss@msn.com; investigatorlw@gmail.com; bshea108@aol.com; rmcclarey@q.com  
**Subject:** RE: Arbor Ridge Villas Exterior Materials  
**Attachments:** Peak Development Corporation - Arbor Ridge, E-Mail from Karl Chambers (2016-09-27).pdf; Peak Development Corporation - Arbor Ridge 6 Plex, Rendering.pdf; Peak Development Corporation - Arbor Ridge, 6 Plex Elevations.pdf; Peak Development Corporation - Arbor Ridge, 4 Plex Elevations.pdf; Peak Development Corporation - Arbor Ridge, Villa Renderings.pdf

Mark,

Attached are the Elevations, Renderings (Townhouses and Villas) and an e-mail from my Architect on his interpretation of 179.01.2.

We spent a lot of time and effort making sure the structures were designed to meet applicable code requirements (see e-mail attached from Karl Chambers) and match the size, scale and materials that were used in the one and two family dwellings. I believe the design is a great design, meets the requirements of the Code and makes for a cohesive neighborhood.

Please let me know if you need further information.

Thanks,  
Travis

TM Sisson PC  
5700 University Avenue, Ste 220  
West Des Moines IA 50266  
Tel: 515-453-8502  
Fax: 515-453-8503  
[travis@tmsissonpc.com](mailto:travis@tmsissonpc.com)

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**From:** Mark Arentsen [<mailto:marentsen@cityofbondurant.com>]  
**Sent:** Wednesday, September 28, 2016 10:49 AM  
**To:** [csullivan@cityofbondurant.com](mailto:csullivan@cityofbondurant.com); 'Brian Lohse' <[brian.k.lohse@gmail.com](mailto:brian.k.lohse@gmail.com)>; Wes Enos <[wes@wesenos.com](mailto:wes@wesenos.com)>; 'Bob Pepper' <[bpeffer@cityofbondurant.com](mailto:bpeffer@cityofbondurant.com)>; [jkeeler@cityofbondurant.com](mailto:jkeeler@cityofbondurant.com); 'Doug Elrod' <[delrod@cityofbondurant.com](mailto:delrod@cityofbondurant.com)>  
**Cc:** [dhiggins@cityofbondurant.com](mailto:dhiggins@cityofbondurant.com); [iandbg@gmail.com](mailto:iandbg@gmail.com); 'Karen Hudson' <[karen\\_hudson@filemaker.com](mailto:karen_hudson@filemaker.com)>; [talyruss@msn.com](mailto:talyruss@msn.com); [investigatorlw@gmail.com](mailto:investigatorlw@gmail.com); [bshea108@aol.com](mailto:bshea108@aol.com); [rmcclarey@q.com](mailto:rmcclarey@q.com); Travis M. Sisson <[travis@tmsissonpc.com](mailto:travis@tmsissonpc.com)>  
**Subject:** Arbor Ridge Villas Exterior Materials

The 9/22 P&Z meeting included consideration of a revision to the Arbor Ridge Villas site plan. Peak Development is proposing a change to the original site plan which called for two small condominium buildings on the Grant St. frontage

## Travis M. Sisson

---

**From:** Karl Chambers <karl@imprintarchitects.com>  
**Sent:** Tuesday, September 27, 2016 5:15 PM  
**To:** Travis M. Sisson  
**Subject:** Arbor Ridge

Travis-

Per our discussion I would like to point out the following items:

Since each unit is separated by a property line, the buildings will fall under the 2012 International Residential Code for one and two family dwellings. Each unit is considered a single family dwelling sharing a common parti wall with the adjacent units. Per Paragraph I of Chapter 179.01.2, one and two family dwellings are exempt from the architectural requirements.

Also, the structures were designed to match the size, scale, and materials of the one and two family dwellings located to the west. We intentionally went away from the larger scale multi-family look because we wanted to match the rest of the development.

Regards,

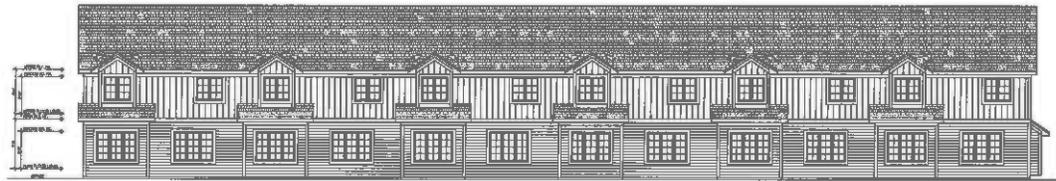
Karl Chambers, AIA, LEED® AP  
President

**imprint**  
ARCHITECTS

leave your mark



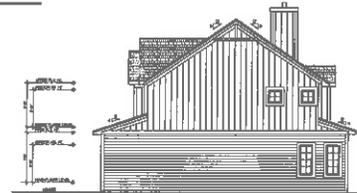
FRONT ELEVATION  
SCALE: 1/8" = 1'-0"



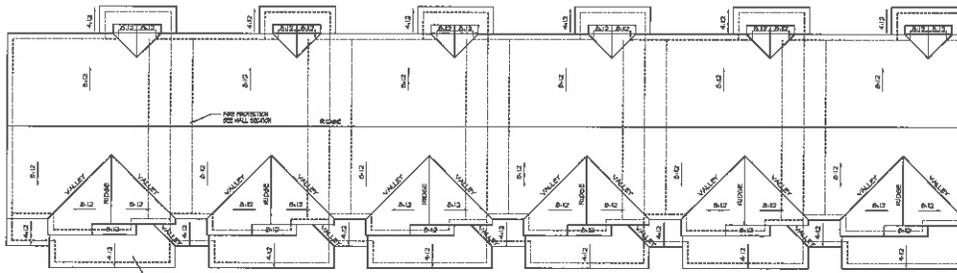
REAR ELEVATION  
SCALE: 1/8" = 1'-0"



LEFT ELEVATION  
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION  
SCALE: 1/8" = 1'-0"



ROOF PLAN  
SCALE: 1/8" = 1'-0"

ROOF NOTES:  
 1/2" BAYE OVERBAND  
 1" 2" GABLE ROADS  
 1/2" ROOF SUE TO SOLE  
 UNLESS NOTED OTHERWISE  
 POINT TO DRAW.  
 UNLESS NOTED OTHERWISE  
 PROVIDE RISER, UP AND DOWN VENTING  
 TO COMPLY W/ GOVERNING CODES

IRON AND ICE BRASS NAILS  
 ALL STUDS 1/2" DIA. C/P OVER  
 OTHER FAULT  
 TRUCK & ALL EXTERIOR BAYS

PRELIMINARY BIDDING-NOT FOR CONSTRUCTION

16-165

**Imprint**  
 1025 N. ARBOR RIDGE BLVD  
 ANNE ARBOR, MI 48107  
 (313) 963-1000  
 WWW.IMPRINTDESIGN.COM

**PEAK**  
 CONSULTANTS

**Arbor Ridge 6-Plex**  
 City

DATE	BY	CHK	APP
2-16-18	CM	RC	
REV			

**AI**

**Imprint**  
 CONSULTANTS



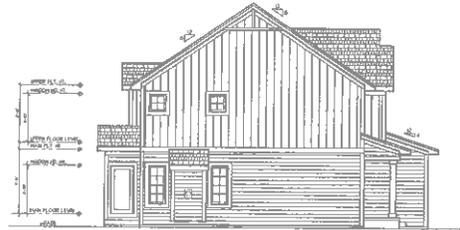




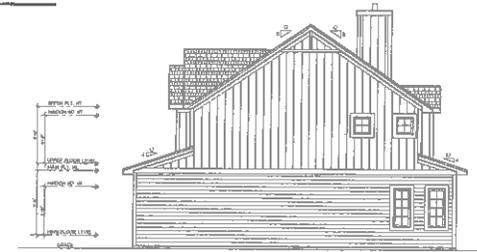
FRONT ELEVATION  
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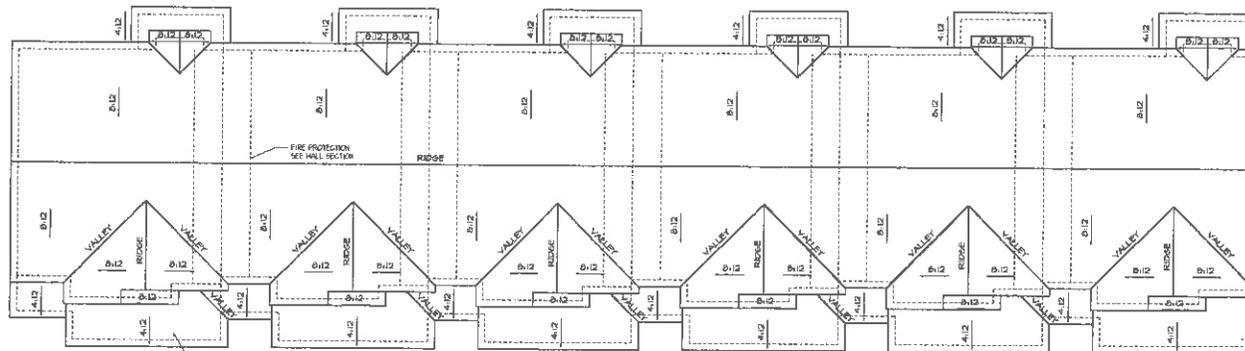
REAR ELEVATION  
SCALE: 1/8" = 1'-0"



LEFT ELEVATION  
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION  
SCALE: 1/8" = 1'-0"



ROOF PLAN  
SCALE: 1/8" = 1'-0"

ROOF NOTES:  
1'-6" EAVE OVERHANG  
2'-0" GABLE RAKES  
8:12 SLOPE SIDE TO SIDE  
UNLESS NOTED OTHERWISE  
8:12 FRONT TO BACK  
UNLESS NOTED OTHERWISE  
PROVIDE RIDGE HIP AND SOFFIT VENTING TO COMPLY W/ GOVERNING CODES

16-165

imprint ARCHITECTS  
105 N. AVENUE, SUITE 100  
ARLINGTON, TEXAS 76010  
PHONE: 817.462.5336  
FAX: 817.462.5295  
WWW.PRINTARCHITECTS.COM



Arbor Ridge 6-Plex  
City

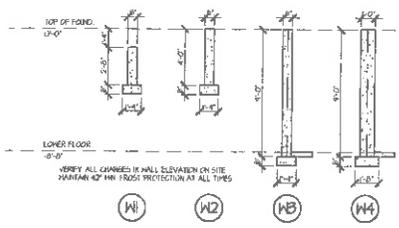
DATE: 08-14-18  
BY: JAC

REVISED:


A1

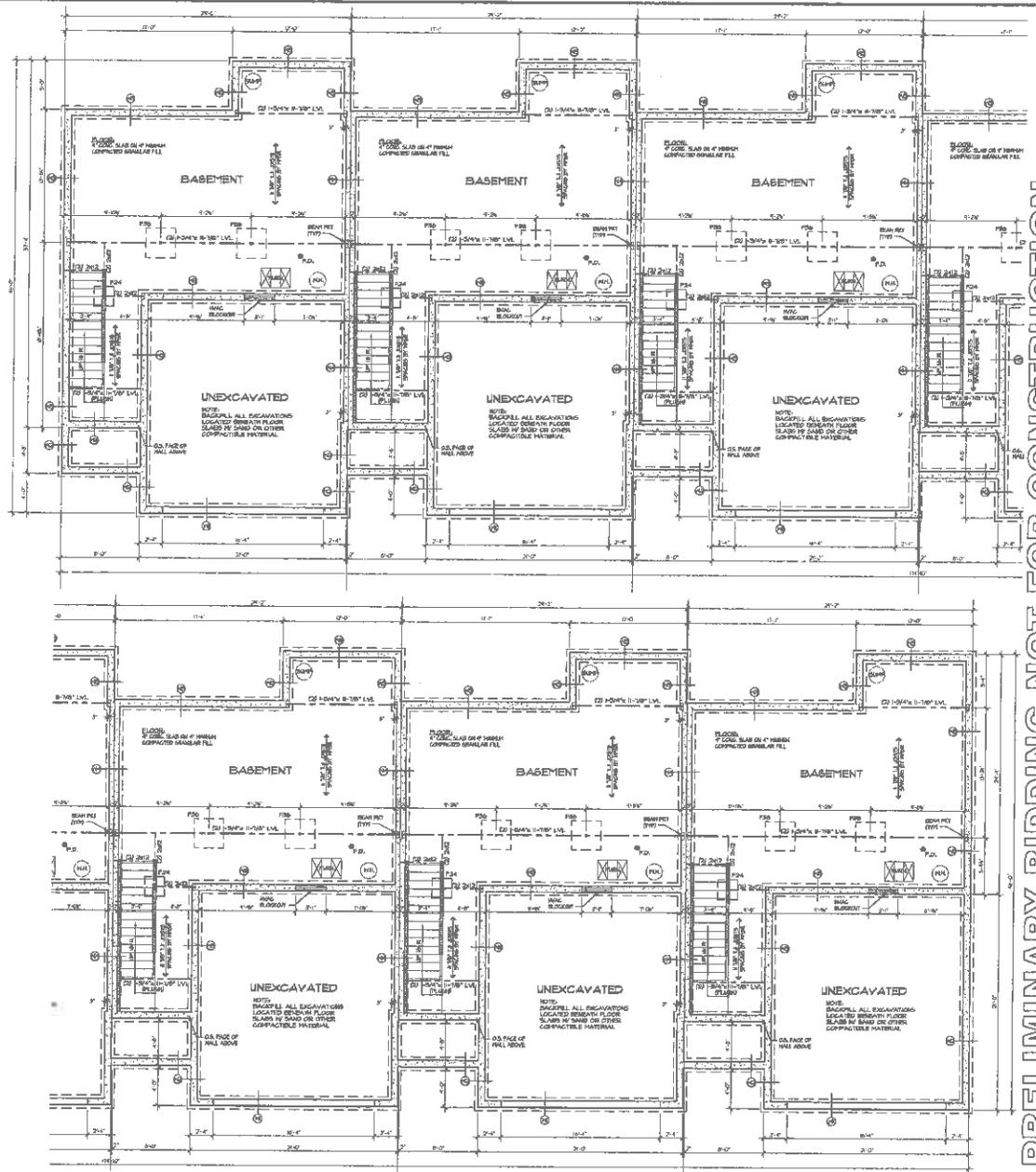


PRELIMINARY BIDDING-NOT FOR CONSTRUCTION



WALL & FOOTING SCHEDULE							
MARK	WALL	HEIGHT	THICK.	HORIZ. REINF.	VERT. REINF.	FOOTING	REINFORCED
						HEIGHT	LENGTH
W1	24"	24"	14"	4 @ TOP & BOT.	4 @ 24" O.C.	1'-4" CONT.	27'
W2	24"	24"	14"	4 @ TOP & BOT.	4 @ 24" O.C.	1'-4" CONT.	27'
W3	36"	36"	14"	4 @ TOP & BOT.	4 @ 24" O.C.	1'-4" CONT.	27'
W4	48"	48"	14"	4 @ TOP & BOT.	4 @ 24" O.C.	1'-4" CONT.	27'
F21		2'-0"	3'-0"	1'-0"	4 @ 12" O.C. BM.		
F22		3'-0"	3'-0"	1'-0"	4 @ 12" O.C. BM.		
F23		1'-4"	CONT.	27'	4 @ 14" CONT.		

FOUNDATION DETAILS  
SCALE: 1/4" = 1'-0"



CLUSTER FOUNDATION FLOOR PLAN  
SCALE: 3/8" = 1'-0"

PRELIMINARY BIDDING-NOT FOR CONSTRUCTION

16-165  
105 W. AVENUE, SUITE 100  
ARROYO GRANDE, CA 93022  
PH: (562) 963-5336  
FAX: (562) 963-5325  
www.imprintarchitects.com

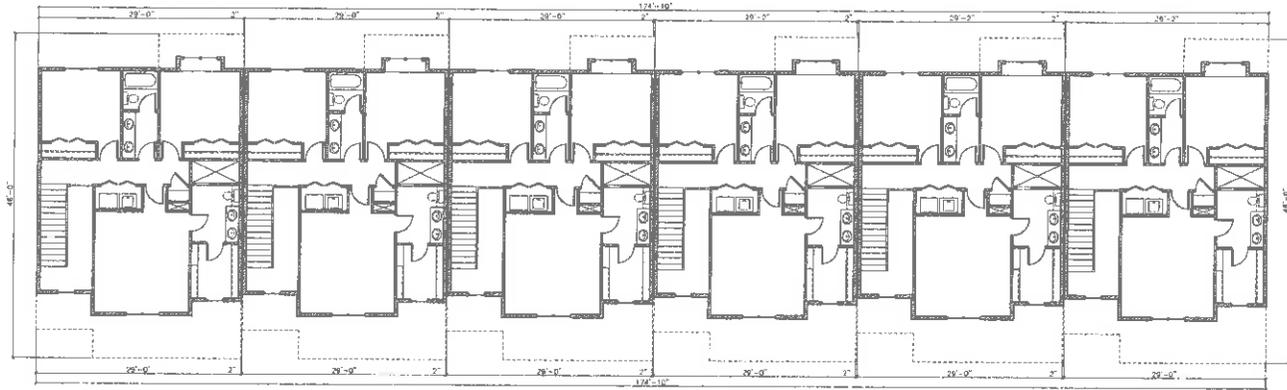


Arbor Ridge 6-Plex  
City

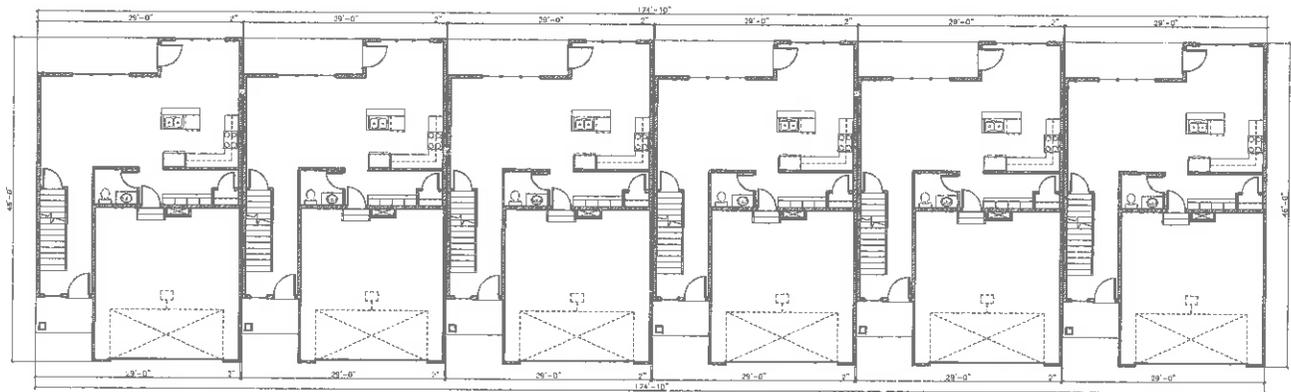
DATE:	2-16-16
REVISION:	

A2





CLUSTER UPPER FLOOR PLAN  
SCALE: 1/8" = 1'-0"



CLUSTER MAIN FLOOR PLAN  
SCALE: 1/8" = 1'-0"

PRELIMINARY BIDDING-NOT FOR CONSTRUCTION

6-16-05  
 402 N. ANCHOR BLVD #100  
 ANCHOR, OHIO 43003  
 PRINTED: 03/18/05 09:06  
 FAX: (614) 437-3325  
 www.imprintarchitects.com



Arbor Ridge 6-Plex  
 City

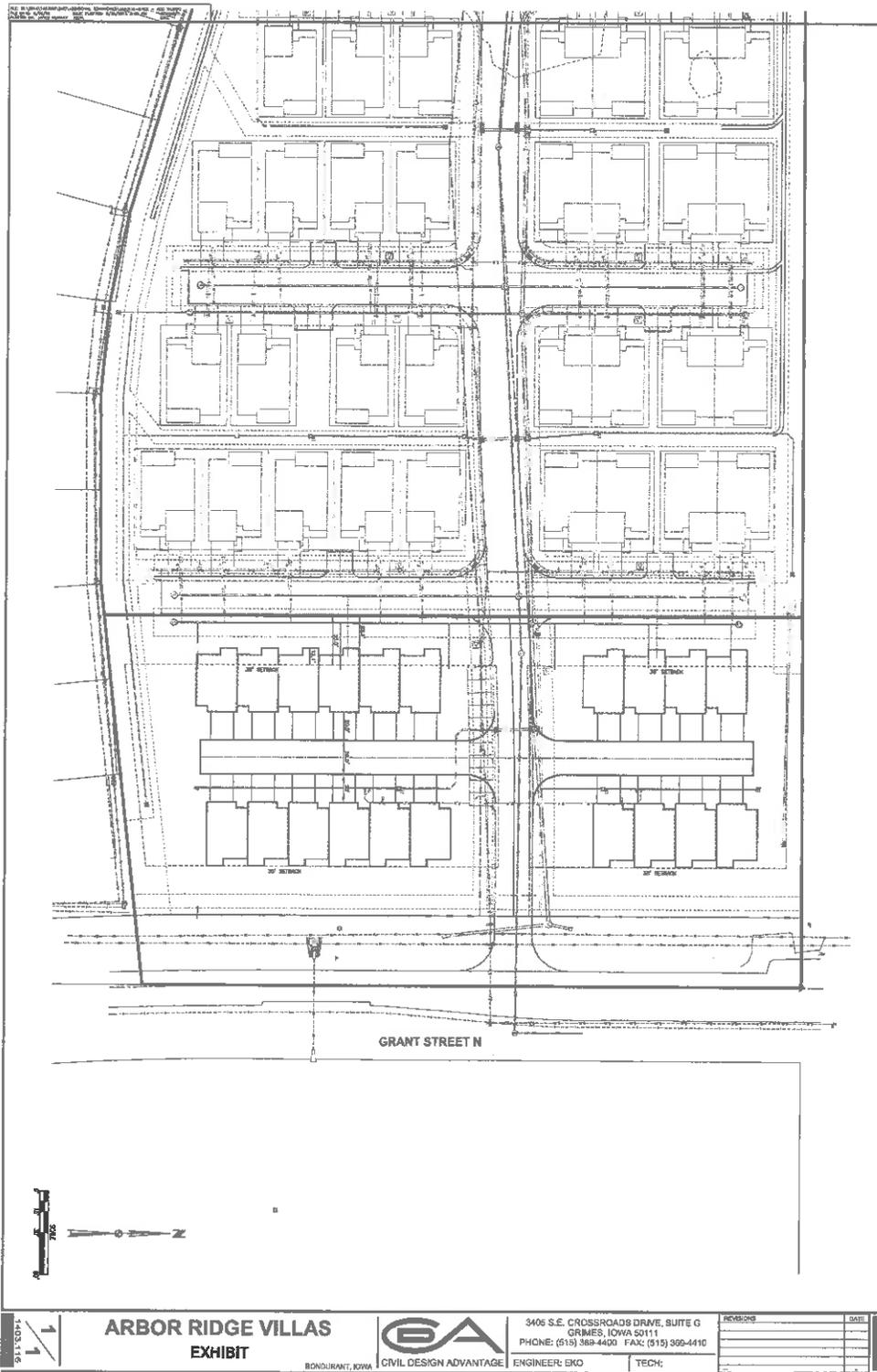
DATE: 3-16-05  
 REVISIONS: CA, RC

NO.	DATE	BY	CHKD

A3







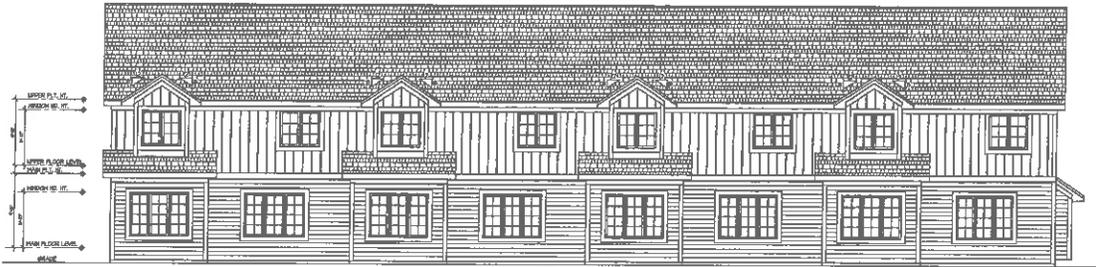
owner occupied  
 indiv. dual metered  
 separate garbage/  
 recycling

	<b>ARBOR RIDGE VILLAS</b> EXHIBIT		3405 S.E. CROSSROADS DRIVE, SUITE G GRIMES, IOWA 50111 PHONE: (515) 369-4400 FAX: (515) 392-4410	REVISIONS _____ _____ _____	DATE _____ _____ _____
	BONDURANT, KOWA CIVIL DESIGN ADVANTAGE		ENGINEER: ENO TECH:		

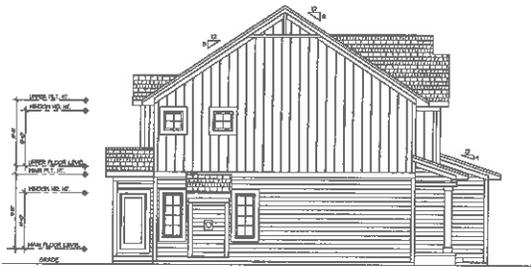




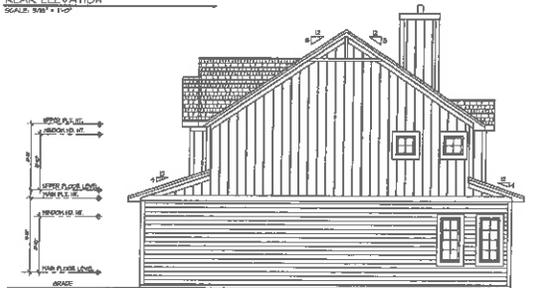
FRONT ELEVATION  
SCALE: 3/8" = 1'-0"



REAR ELEVATION  
SCALE: 3/8" = 1'-0"



LEFT ELEVATION  
SCALE: 3/4" = 1'-0"



RIGHT ELEVATION  
SCALE: 3/4" = 1'-0"

PRELIMINARY BIDDING-NOT FOR CONSTRUCTION

16-165

Imprint  
ARCHITECTS  
1001 N. HENRY ROAD, SUITE 100  
MARIETTA, GA 30067  
PHONE: 404-585-0000  
FAX: 404-585-0000  
WWW.IMPRINTARCHITECTS.COM

PEAK  
CONSTRUCTION

Arbor Ridge 4-Plex  
City

DATE	BY	CHK	APP

AI  
Imprint  
ARCHITECTS



PLANNING AND ZONING COMMISSION  
RESOLUTION NO. PZ-16-32

RESOLUTION APPROVING THE SITE PLAN REVISION FOR ARBOR RIDGE VILLAS PLAT 2

WHEREAS, the site plan is a modification of Lot 1 and Lot 2 of the original Arbor Ridge Villas project; AND

WHEREAS, the original submittal of Arbor Ridge Villas was a combined site plan and construction drawings; AND

WHEREAS, Arbor Ridge Villas Plat 2 eliminates the large apartment on Lots 1 and 2 and replaces the original plan with two private streets and 20 townhomes; AND

WHEREAS, the general configuration of the new townhomes is similar to the original submittal, except the new townhome area does not utilize rear yard drainage swales to the extent used in the original submittal; AND

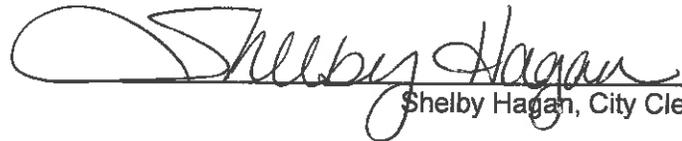
WHEREAS, the Site Plan Revision meets the hard surface requirements for Multiple-Family Dwellings and Townhomes in Chapter 179 of the City of Bondurant Zoning Code,

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

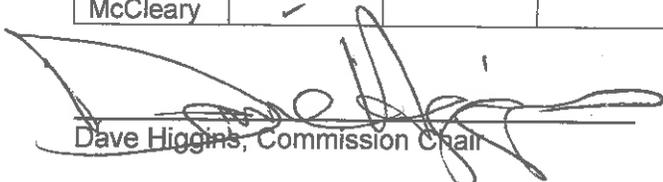
Moved by McCleary, Seconded by Clayton to adopt.

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the Planning and Zoning Commission held on September 22, 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

PLANNING AND ZONING COMMISSION  
RESOLUTION NO. PZ-16-32

RESOLUTION APPROVING THE SITE PLAN REVISION FOR ARBOR RIDGE VILLAS PLAT 2

WHEREAS, the site plan is a modification of Lot 1 and Lot 2 of the original Arbor Ridge Villas project; AND

WHEREAS, the original submittal of Arbor Ridge Villas was a combined site plan and construction drawings; AND

WHEREAS, Arbor Ridge Villas Plat 2 eliminates the large apartment on Lots 1 and 2 and replaces the original plan with two private streets and 20 townhomes; AND

WHEREAS, the general configuration of the new townhomes is similar to the original submittal, except the new townhome area does not utilize rear yard drainage swales to the extent used in the original submittal,

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

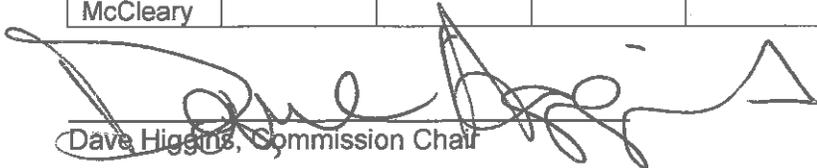
Moved by \_\_\_\_\_, Seconded by \_\_\_\_\_ to adopt.

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the Planning and Zoning Commission held on September 22, 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



September 7, 2016

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

**BONDURANT, IOWA  
ARBOR RIDGE VILLAS PLAT 2  
SITE PLAN AND CONSTRUCTION DRAWINGS**

The writer has completed a review of the September 6, 2016 submittal of Arbor Ridge Villas Plat 2. The project is presented as a site plan and construction drawings. The site plan is a modification of Lot 1 and Lot 2 of the original Arbor Ridge Villas project.

The original submittal of Arbor Ridge Villas was a combined site plan and construction drawings. Because the property is creating separate lots for each of the townhomes the appropriate method of submittal would have been a preliminary plat followed by construction plans. The City allowed the combined site plan and construction drawing review for Arbor Ridge Villas even though the submittal probably should have been in a slightly different format. Because the City allowed this method of submittal for Arbor Ridge Villas it appears the same method of submittal would be acceptable for Arbor Ridge Villas Plat 2.

Arbor Ridge Villas Plat 2 eliminates the large apartment Lots 1 and 2 and replaces the original plan with two private streets and 20 townhomes. The general configuration of the new townhomes is similar to the original submittal, except the new townhome area does not utilize rear yard drainage swales to the extent used in the original submittal.

Based on review of Arbor Ridge Villas Plat 2, the following comments are offered:

1. New 8-inch water mains are extended both north and south of private Aspen Drive NW. Both water mains dead end with a hydrant.
2. The hydrant coverage is acceptable.

3. The City allowed the dead end water main design on Arbor Ridge Villas and did not require internal looping. It would appear the same approach would be acceptable for Arbor Ridge Villas Plat 2.
4. New sanitary sewers are shown in the center of the private street both north and south of the existing sewer following the corridor of Aspen Ridge Drive NW. The sanitary sewer is an 8-inch pipe at a slope of at least 2.5%. The sanitary sewer design is satisfactory.
5. Stormwater drainage is overland with the private street sloping north and south and the rear yard sloping to the west and to the east.
6. The surface water drainage appears to be satisfactory within the context of the original grading and drainage plan.
7. The site plan and construction drawings show use of the storm sewer constructed as part of the original apartment lot development to serve as the sump pump drain line for the townhomes. The existing intakes on the storm sewer system are being removed.
8. The stormwater drainage in the streets is allowed to flow off the south end and the north end of the street. This design is similar to the concept used in the original townhome portion of Arbor Ridge Villas.

For six of the townhomes located on the west side of the new private street storm sewer service will be provided by connections to one of the existing six stub lines extending east from the storm sewer along the street to the west. For the remaining four townhomes on the west side of the new streets a storm stub is extended to the new storm sewer located along the east side of the new street.

9. The submittal of Arbor Ridge Villas Plat 2 indicates there will be no changes required in the stormwater detention calculation. The submittal indicated the impervious area from the new configuration is similar to the impervious area from the original development of Lot 1 and Lot 2. Although the writer does not have information to check the impervious area a visual review of the two submittals would indicate the impervious area in the new townhome submittal is similar to the original impervious area in the apartment building submittal.

Mark Arentsen  
September 7, 2016  
Page 3

10. The private streets are extended sloping north and south from Aspen Drive NW at a slope of 0.50% to the south and 0.60% to the north. The slopes on the private streets meet the minimum requirement of a slope of 0.50%. The streets are extremely flat and special care will need to be taken during construction to avoid the creation of bird baths.

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  
4285-049

# SITE PLAN AND CONSTRUCTION DRAWINGS FOR: ARBOR RIDGE VILLAS PLAT 2

BONDURANT, IOWA

**VICINITY MAP**

NOT TO SCALE



**LEGAL DESCRIPTION**

LOTS 1 AND 2, ARBOR RIDGE VILLAS, CITY OF BONDURANT, POLK COUNTY, IOWA.

**INDEX OF SHEETS**

NO.	DESCRIPTION
1	COVER SHEET
2	DETAILS
3	DEMOLITION PLAN
4	DIMENSION PLAN
5	GRADING PLAN
6	UTILITY PLAN
7	SANITARY SEWER AND WATER MAIN PLAN AND PROFILE
8	LANDSCAPE PLAN

**GENERAL LEGEND**

PROPOSED	EXISTING
PROJECT BOUNDARY	SANITARY MANHOLE
LOT LINE	WATER VALVE BOX
SECTION LINE	FREE HYDRANT
CENTER LINE	WATER CURB STOP
RIGHT OF WAY	WELL
PERMANENT EASIMENT	STORM SEWER MANHOLE
TEMPORARY EASIMENT	STORM SEWER SINGLE INTAKE
TYPE SW-001 STORM INTAKE	STORM SEWER DOUBLE INTAKE
TYPE SW-003 STORM INTAKE	FLANGED END SECTION
TYPE SW-005 STORM INTAKE	ROOF DRAIN DOWNSPUT
TYPE SW-008 STORM INTAKE	DECIDUOUS TREE
TYPE SW-012 STORM INTAKE	CONIFEROUS TREE
TYPE SW-008 STORM INTAKE	DECIDUOUS SHRUB
TYPE SW-008 STORM INTAKE	CONIFEROUS SHRUB
TYPE SW-008 STORM INTAKE	ELECTRIC POWER POLE
TYPE SW-008 STORM INTAKE	GUY ANCHOR
TYPE SW-008 STORM INTAKE	STREET LIGHT
TYPE SW-008 STORM INTAKE	POWER POLE W/ TRANSFORMER
TYPE SW-008 STORM INTAKE	UTILITY POLE W/ LIGHT
TYPE SW-008 STORM INTAKE	ELECTRIC BOX
TYPE SW-008 STORM INTAKE	ELECTRIC TRANSFORMER
TYPE SW-008 STORM INTAKE	ELECTRIC MANHOLE OR VAULT
TYPE SW-008 STORM INTAKE	TRAFFIC SIGN
TYPE SW-008 STORM INTAKE	TELEPHONE JUNCTION BOX
TYPE SW-008 STORM INTAKE	TELEPHONE MANHOLE/VAULT
TYPE SW-008 STORM INTAKE	TELEPHONE POLE
TYPE SW-008 STORM INTAKE	GAS VALVE BOX
TYPE SW-008 STORM INTAKE	CABLE TV JUNCTION BOX
TYPE SW-008 STORM INTAKE	CABLE TV MANHOLE/VAULT
TYPE SW-008 STORM INTAKE	SEAL BOX
TYPE SW-008 STORM INTAKE	BENCHMARK
TYPE SW-008 STORM INTAKE	SOIL BONDING
TYPE SW-008 STORM INTAKE	UNDERGROUND TV CABLE
TYPE SW-008 STORM INTAKE	GAS MAIN
TYPE SW-008 STORM INTAKE	FIELD OPTIC
TYPE SW-008 STORM INTAKE	UNDERGROUND TELEPHONE
TYPE SW-008 STORM INTAKE	OVERHEAD ELECTRIC
TYPE SW-008 STORM INTAKE	UNDERGROUND ELECTRIC
TYPE SW-008 STORM INTAKE	FIELD TILE
TYPE SW-008 STORM INTAKE	SANITARY SEWER W/ SIZE
TYPE SW-008 STORM INTAKE	STORM SEWER W/ SIZE
TYPE SW-008 STORM INTAKE	WATER MAIN W/ SIZE

**OWNER / APPLICANT**

PLAC DEVELOPMENT CORPORATION  
CONTACT: TRAVIS M. BROWN  
2500 UNIVERSITY AVENUE, SUITE 220  
WEST 255 MORRIS, IA 52262  
PH: (515) 453-8502

**ENGINEER**

CIVIL DESIGN ADVANTAGE, LLC  
CONTACT: BRUN DILLINGER  
3400 SE CROSSROADS DR, SUITE G  
GRIMES, IOWA 50111  
PH: (515) 389-4400  
FX: (515) 366-4410

**SURVEYOR**

CIVIL DESIGN ADVANTAGE, LLC  
CONTACT: MIKE BRODIE  
3400 SE CROSSROADS DR, SUITE G  
GRIMES, IOWA 50111  
PH: (515) 389-4400  
FX: (515) 366-4410

**DATE OF SURVEY**

MARCH, 2014

**BENCHMARKS**

BM1  
CONCRETE MANHOLE @ 106 TALLENT DR.  
ELEVATION=962.39  
BM2  
IRON BOLT ON HYDRANT @ NW CORNER ASPEN @ DEER  
ROCK DRIVE  
ELEVATION=959.33

**SUBMITTAL DATES**

-SITE PLAN SUBMITTAL TO CITY OF: 09/02/2016

**DEVELOPMENT SUMMARY**

AREAL: 3.40 ACRES (104,359 SQUARE FEET)  
ZONING: ARBOR RIDGE P.U.D. (AREA 'B')  
PLAC REGULATIONS AREA 'B' - MULTI-FAMILY RESIDENTIAL.  
SHALL APPLY TO THIS AREA EXCEPT AS NOTED BELOW:  
A. MINIMUM LOT AREA: 7500 SQUARE FEET.  
B. MAXIMUM DENSITY: 18 UNITS PER ACRE.  
C. MINIMUM LOT WIDTH: SINGLE-FAMILY - 65 FEET;  
MULTI-FAMILY - 70 FEET; MULTI-FAMILY - 65 FEET;  
D. MINIMUM FRONT YARD: 20 FEET  
E. MINIMUM SIDE YARDS: SINGLE-FAMILY AND  
TWO-FAMILY - ONE (1) AND ONE AND ONE HALF (1 1/2) STORIES - 10 FEET MINIMUM TOTAL SIDE YARD,  
5 FEET MINIMUM ON ONE SIDE, TWO (2) AND THREE  
(3) STORIES - 14 FEET MINIMUM TOTAL SIDE YARD, 7  
FEET MINIMUM ON EACH SIDE; MULTI-FAMILY - 11  
FEET ON EACH SIDE.  
F. MINIMUM REAR YARD: 20 FEET

DEVELOPMENT	AREA
TOTAL SITE	= 104,359 SF (3.40 AC)
IMPROVEMENT	= 24,448 SF
DRIVEWAYS	= 16,319 SF
PARKING AREAS	= 1,508 SF
DRIVEWAYS	= 7,201 SF
SEWERIAL	= 2,150 SF
OPEN SPACE PROVIDED	= 52,845 SF

**UTILITIES**

20 UNITS



**UTILITY WARNING**

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THE SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN. A REQUEST WAS MADE TO IOWA ONE CALL FOR THE UTILITY PROVIDERS TO LOCATE THEIR UTILITIES IN THE FIELD.

**CIVIL DESIGN ADVANTAGE**  
3400 SE CROSSROADS DR, SUITE G, GRIMES, IOWA 50111  
PH: (515) 389-4400 FAX: (515) 366-4410  
PROJECT NO. 1606.459

THE PROJECT RECEIVES AN IOWA RIFED PERMIT #2 AND CITY OF BONDURANT GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, EQUIPMENT, METHODS, MATERIALS OR METHODS SHALL BE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC ROW.

THE 2014 EDITION OF THE IOWA STANDARD SPECIFICATIONS FOR PUBLIC WORKS - IN-ROAD APPLICATIONS (PROVIDED) AND ALL CITY SUPPLEMENTAL SPECIFICATIONS SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

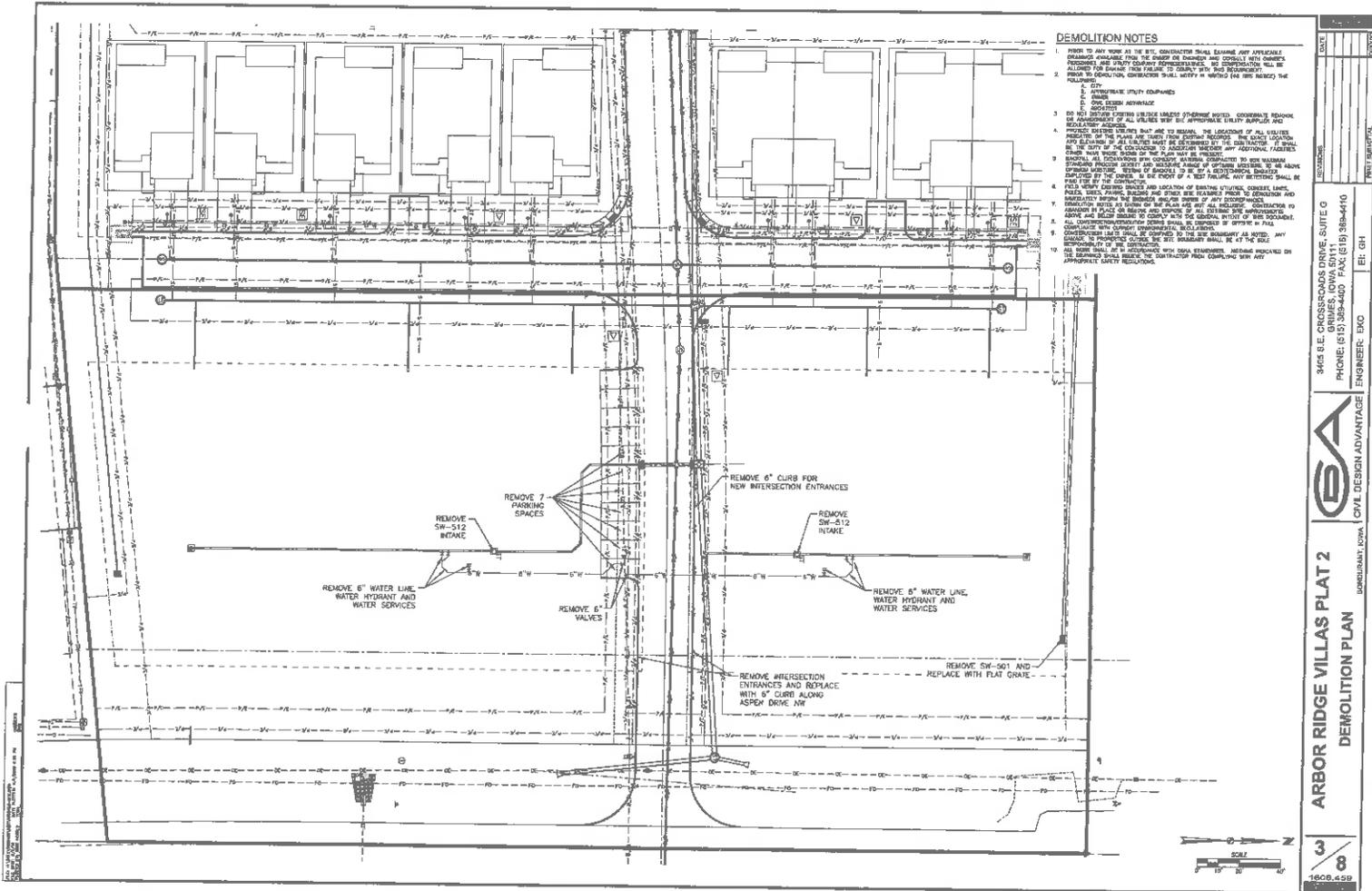
THIS DESIGN SPECIFICALLY PREPARED FOR USE AT THE LOCATION SHOWN, USE IN ANY OTHER MANNER EXCEEDS THE INTENDED PURPOSE OF THESE DRAWINGS AND ANY ACCOMPANYING SPECIFICATIONS.

I HEREBY CERTIFY THAT THE INFORMATION PROVIDED ON THIS DRAWING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF IOWA.

**BRUN DILLINGER**  
REGISTERED PROFESSIONAL ENGINEER  
NO. 10228  
DATE: 09/02/2016  
SCALE: 1"=1'-0"

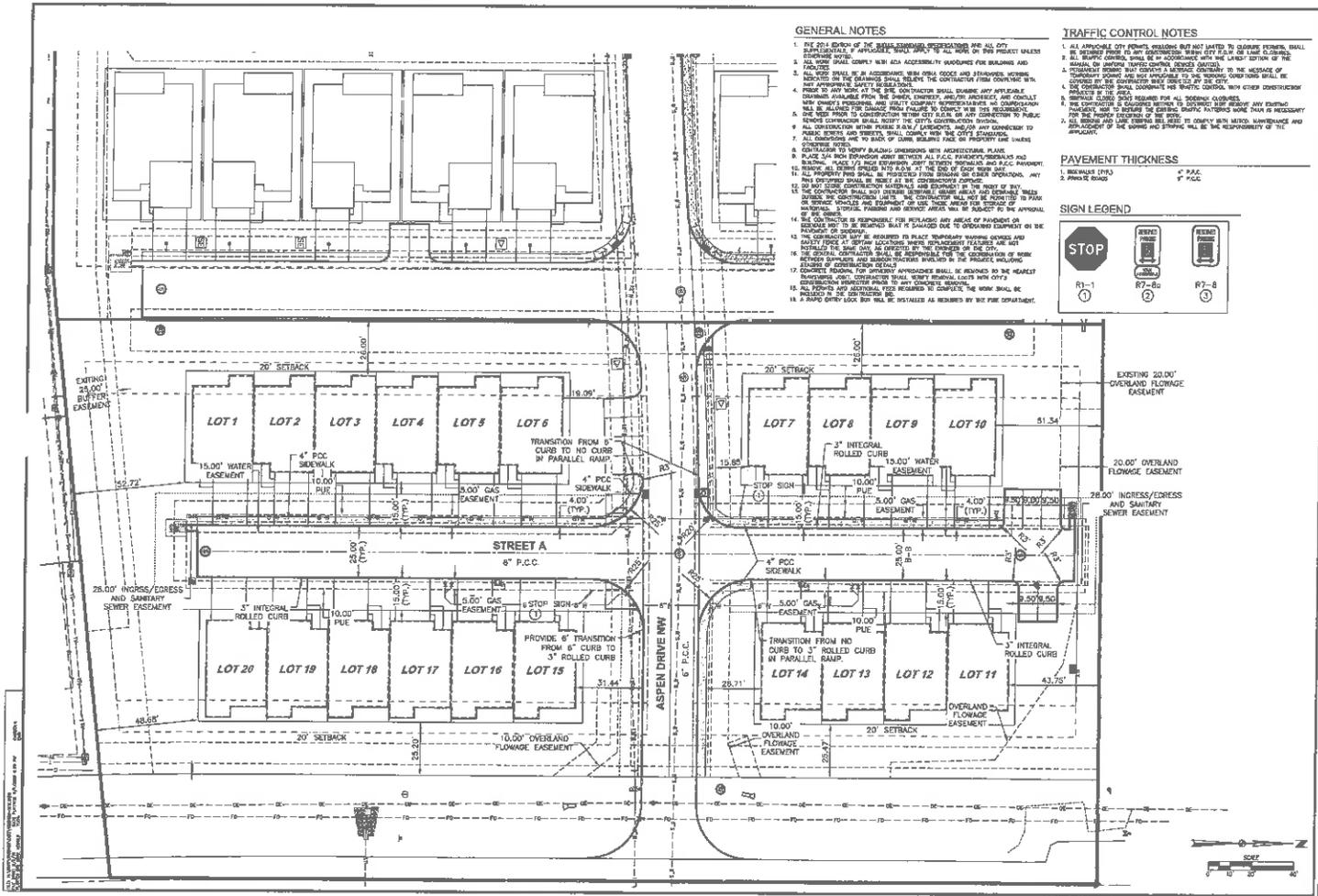
ARBOR RIDGE VILLAS PLAT 2





- DEMOLITION NOTES**
1. PRIOR TO ANY WORK AS THE SITE, CONTRACTOR SHALL EXAMINE ANY AVAILABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S REPRESENTATIVE AND ANY OTHER REPRESENTATIVES. NO CONSTRUCTION SHALL BE PERMITTED UNLESS THE CONTRACTOR SHALL VERIFY IN WRITING (SEE SUBJECT) THE FOLLOWING:
    - A. CITY
    - B. ILLINOIS
    - C. ANY OTHER UTILITY COMPANIES
    - D. OWN DESIGN ADVANTAGE PROJECT
  2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES BEFORE ANY CONSTRUCTION OF ALL UTILITIES SHALL BE BY APPROPRIATE UTILITY AGENCIES AND PROVIDE EVIDENCE THEREOF TO THE OWNER.
  3. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES BEFORE ANY CONSTRUCTION OF ALL UTILITIES SHALL BE BY APPROPRIATE UTILITY AGENCIES AND PROVIDE EVIDENCE THEREOF TO THE OWNER.
  4. PRIOR TO ANY WORK AS THE SITE, CONTRACTOR SHALL EXAMINE ANY AVAILABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S REPRESENTATIVE AND ANY OTHER REPRESENTATIVES. NO CONSTRUCTION SHALL BE PERMITTED UNLESS THE CONTRACTOR SHALL VERIFY IN WRITING (SEE SUBJECT) THE FOLLOWING:
    - A. CITY
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    - A. CITY
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  8. PRIOR TO ANY WORK AS THE SITE, CONTRACTOR SHALL EXAMINE ANY AVAILABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S REPRESENTATIVE AND ANY OTHER REPRESENTATIVES. NO CONSTRUCTION SHALL BE PERMITTED UNLESS THE CONTRACTOR SHALL VERIFY IN WRITING (SEE SUBJECT) THE FOLLOWING:
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  10. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES BEFORE ANY CONSTRUCTION OF ALL UTILITIES SHALL BE BY APPROPRIATE UTILITY AGENCIES AND PROVIDE EVIDENCE THEREOF TO THE OWNER.

DATE: \_\_\_\_\_  
 SCALE: \_\_\_\_\_  
 PROJECT: ARBOR RIDGE VILLAS PLAT 2  
 SHEET: 3 OF 8  
 1808-639  
 3465 E. CROSSROADS DRIVE, SUITE C  
 OMAHA, NE 68131  
 PHONE: (402) 398-4400 FAX: (402) 398-4410  
 WWW.DESIGNADVANTAGE.COM  
 CIVIL DESIGN ADVANTAGE  
 ENGINEER, INC.  
 ILL. 011



**GENERAL NOTES**

1. THE 20% PORTION OF THE TOTAL DEVELOPMENT SHALL BE ALL LOTS...
2. ALL WORK SHALL COMPLY WITH ALL APPLICABLE... REGULATIONS...
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY CODES AND ORDINANCES...
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS...
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS...
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS...
7. ALL CONDITIONS ARE TO BE SUBJECT TO THE APPROVAL OF THE CITY...
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS...
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS...
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18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS...
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS...
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS...

**TRAFFIC CONTROL NOTES**

1. ALL APPROVED CITY PERMITS... SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION...
2. ALL APPROVED CITY PERMITS... SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION...
3. ALL APPROVED CITY PERMITS... SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION...
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9. ALL APPROVED CITY PERMITS... SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION...
10. ALL APPROVED CITY PERMITS... SHALL BE OBTAINED PRIOR TO THE START OF CONSTRUCTION...

**PAVEMENT THICKNESS**

1. SIDEWALK (PCC) 4" PCC
2. DRIVEWAY 4" PCC

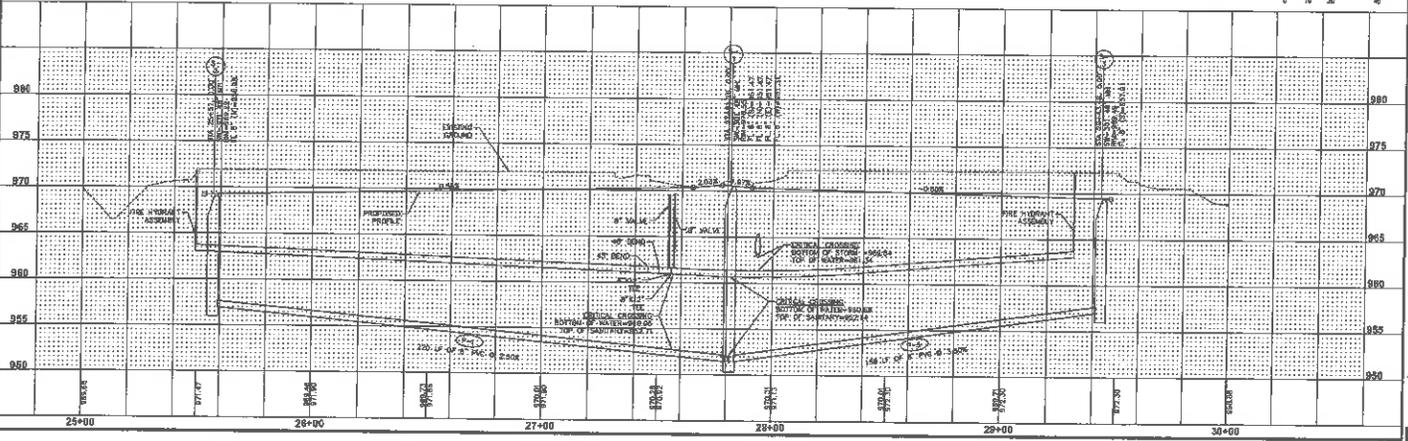
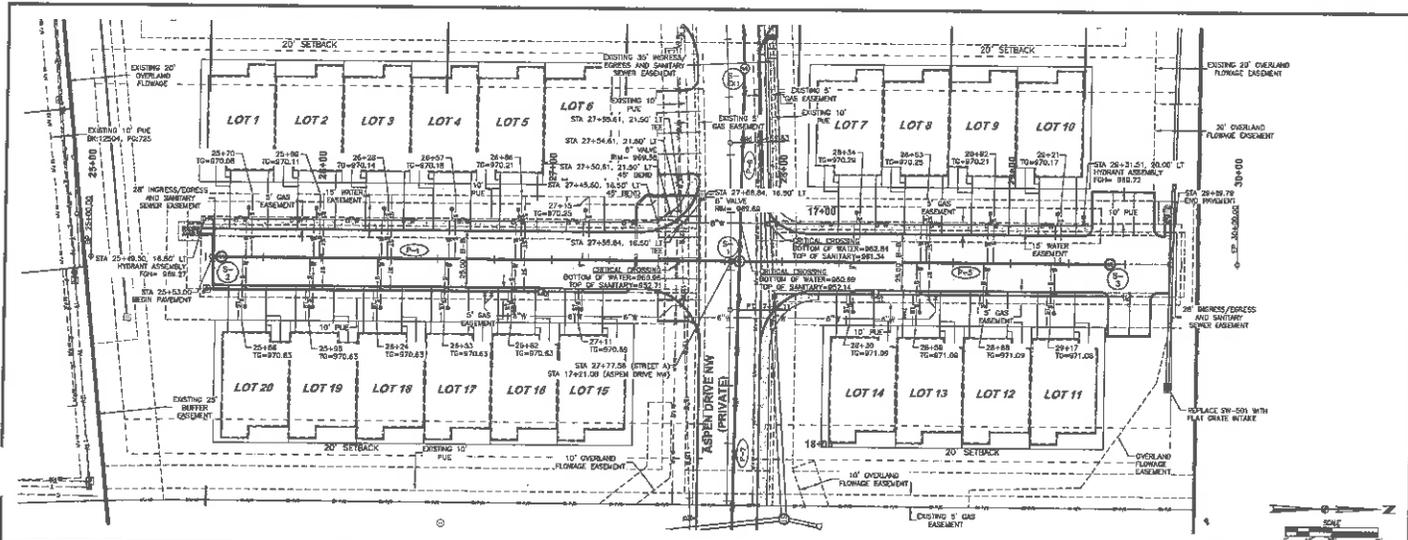
**SIGN LEGEND**



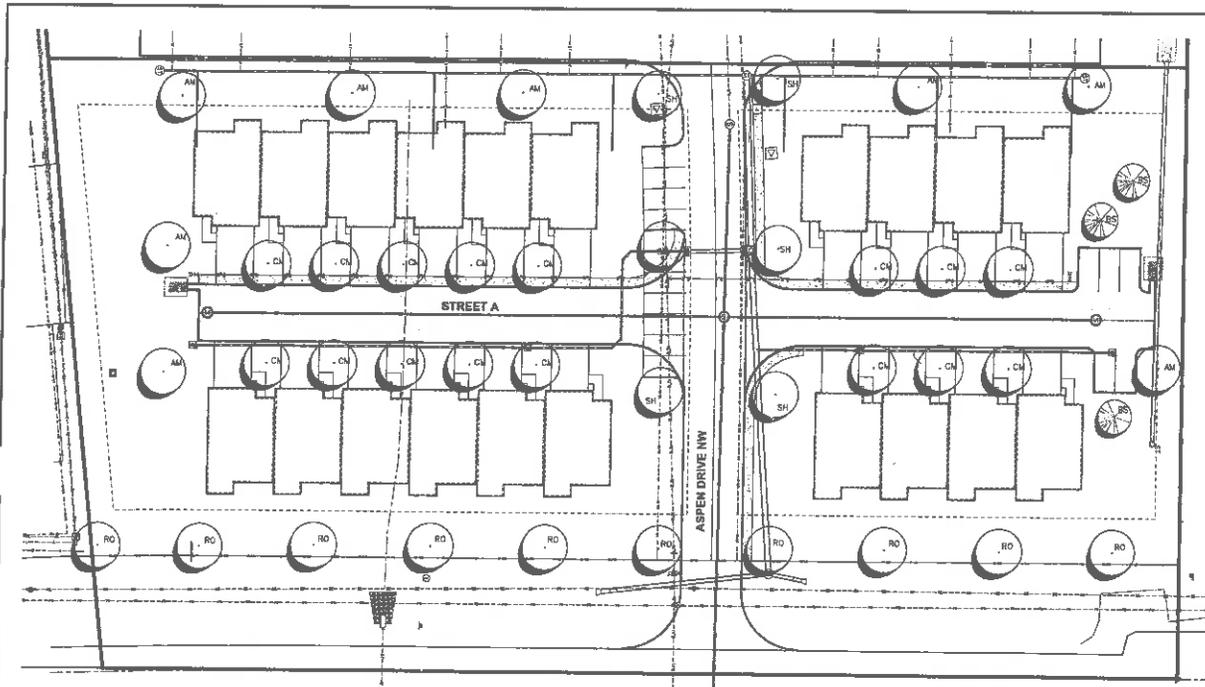
3405 S.E. CROSSBROS DRIVE, SUITE G  
 PHONE: (615) 386-4400 FAX: (615) 386-4410  
 ENGINEERS, INC.  
 CIVIL DESIGN ADVANTAGE  
 ARBOR RIDGE VILLAS PLAT 2  
 DIMENSION PLAN  
 4/8  
 1508.458







3405 S.E. CROSSROADS DRIVE, SUITE C  
 PHONE: (516) 338-4400 FAX: (516) 338-4410  
 ENGINEER: EGO  
 E.D. BH  
 1808-100  
 7  
 1808-100



**LANDSCAPE NOTES**

1. LANDSCAPE UTILITIES BEFORE ANY PLANTING BEGINS.
2. USE THE SCHEDULE OF THE MANUFACTURING SPECIFICATIONS APP. ALL CITY REQUIREMENTS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT.
3. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO.
4. THE TREE SIZE AND QUANTITY OF PLANT MATERIAL SHALL CORRELATE TO THE VOLUME OF THE BUILDING FOOTPRINT FOR EACH STORY. THE TREE SIZE SHALL BE DETERMINED BY THE ARCHITECT'S SCHEDULE AND SHALL BE APPROVED BY THE ARCHITECT.
5. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO.
6. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO.
7. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO.
8. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO.
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11. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO.
12. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO.
13. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO.

**PLANT SCHEDULE**

PLANT CODE	PLANT NAME	PLANT SIZE	PLANT QUANTITY
AM	Aspen	12" DBH	10
SH	Shrub	6" DBH	20
CH	Conifer	12" DBH	5
RO	Rock Rose	12" DBH	10

**LANDSCAPE REQUIREMENTS**

- ONE TREE PER 50 SF OF STREET FRONTAGE.
- MINIMUM TREE SIZE SHALL BE 12" DBH.
- MINIMUM TREE AGE SHALL BE 1 YEAR.
- MINIMUM TREE HEIGHT SHALL BE 6 FEET.
- MINIMUM TREE SPREAD SHALL BE 6 FEET.

DATE: \_\_\_\_\_  
 REVISION: \_\_\_\_\_  
 3405 S.E. ARBOR RIDGE DRIVE, SUITE 6  
 DENVER, CO 80202  
 PHONE: (315) 388-4400 FAX: (315) 388-4410  
 E.I. CH  
 ENGINEER: EKO  
 CIVIL DESIGN ADVANTAGE  
 ARBOR RIDGE VILLAS PLAT 2  
 LANDSCAPE PLAN  
 1808.659

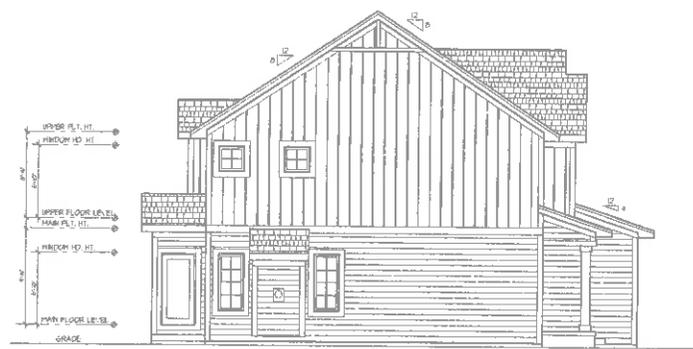




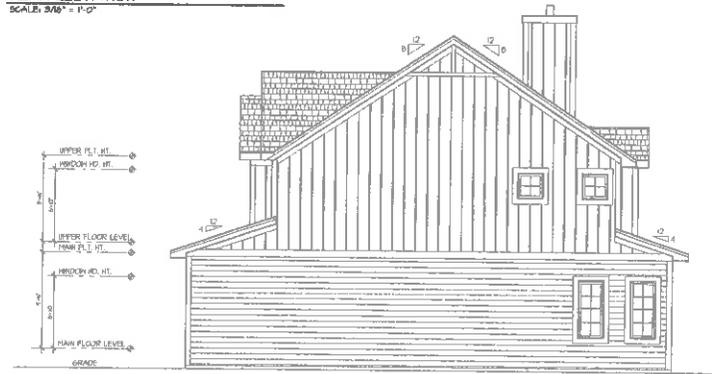
FRONT ELEVATION  
SCALE: 3/8" = 1'-0"



REAR ELEVATION  
SCALE: 3/8" = 1'-0"



LEFT ELEVATION  
SCALE: 3/8" = 1'-0"



RIGHT ELEVATION  
SCALE: 3/8" = 1'-0"

PRELIMINARY BIDDING-NOT FOR CONSTRUCTION

16-165

imprint  
ARCHITECTS  
1650 N. ANGELO BLVD #103  
AMERY, IOWA 50022  
PHONE 562-995-5838  
FAX 562-995-5838  
www.imprintarchitects.com

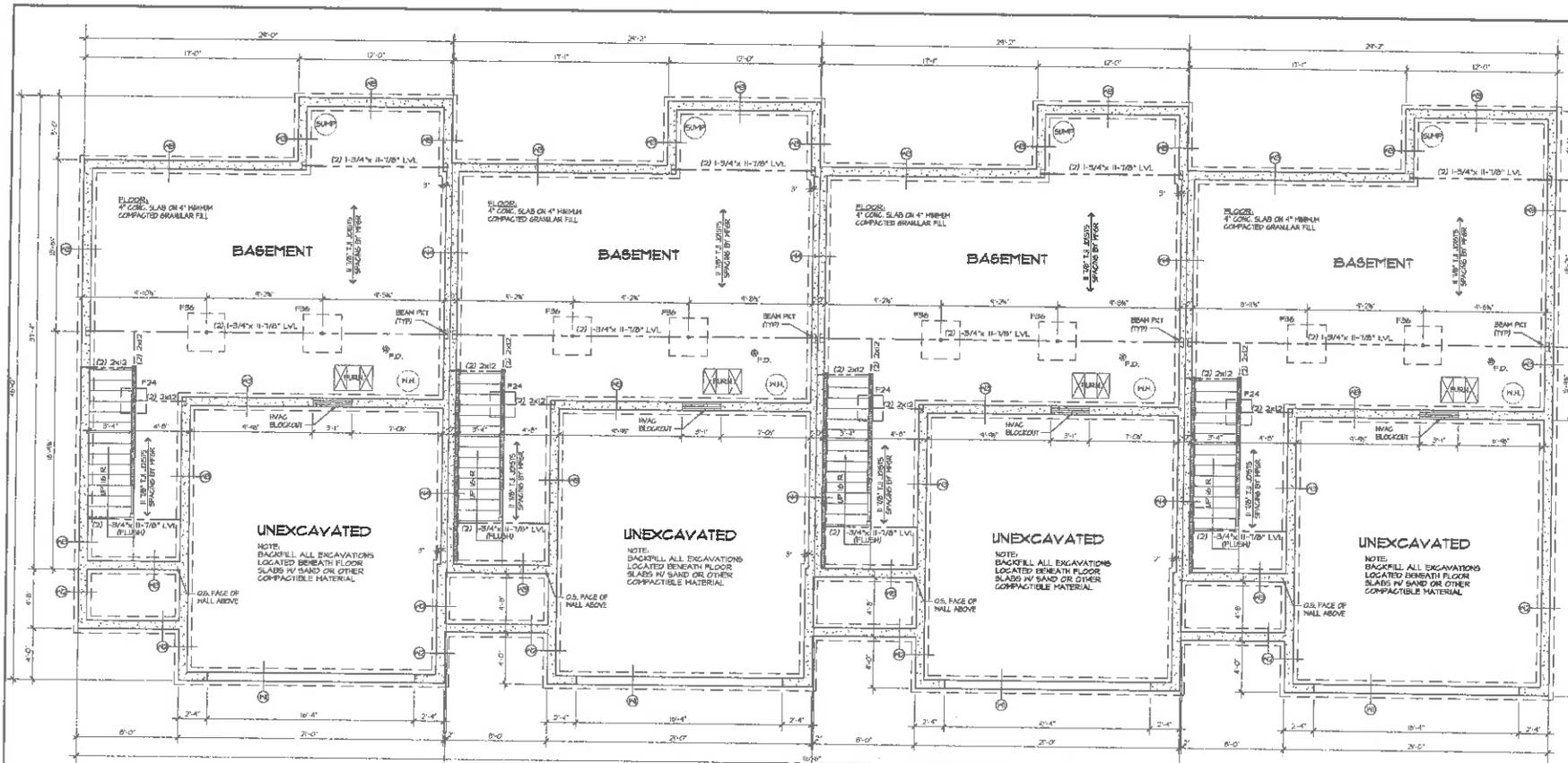


Arbor Ridge 4-Plex  
City

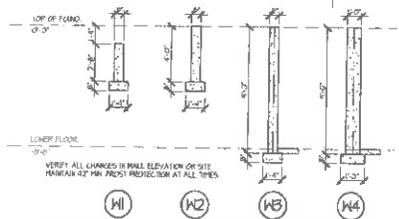
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REVISION:		NO.	1

AI



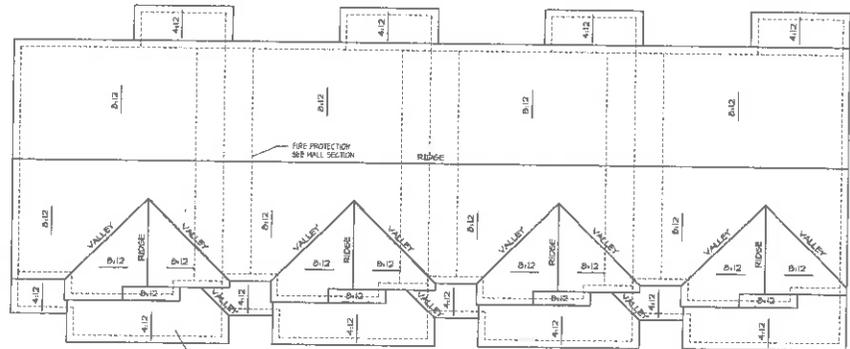


CLUSTER FOUNDATION II FLOOR PLAN  
SCALE: 1/4" = 1'-0"



WALL & FOOTING SCHEDULE										
MARK	WALL	THICK	REINFT	ROOFING	VERT. REINFT	FOOTING	THICK	REINFT	DEPTH	REMARKS
M1	SP	2'-0"	M @ 20" O.C.	M @ 20" O.C.	1'-0"	CONT.	SP	12" M CONC.	12"	12" M CONC.
M2	SP	2'-0"	M @ 20" O.C.	M @ 20" O.C.	1'-0"	CONT.	SP	12" M CONC.	12"	12" M CONC.
M3	SP	2'-0"	M @ 20" O.C.	M @ 20" O.C.	1'-0"	CONT.	SP	12" M CONC.	12"	12" M CONC.
M4	SP	2'-0"	M @ 20" O.C.	M @ 20" O.C.	1'-0"	CONT.	SP	12" M CONC.	12"	12" M CONC.
F1	SP	2'-0"	2'-0"	2'-0"	1'-0"	M @ 20" O.C. EN.				
F2	SP	2'-0"	2'-0"	2'-0"	1'-0"	M @ 20" O.C. EN.				
F3	SP	2'-0"	2'-0"	2'-0"	1'-0"	M @ 20" O.C. EN.				
F4	CONT.	1'-0"	CONT.	1'-0"	CONT.	12" M CONC.				

FOUNDATION DETAILS  
SCALE: 1/4" = 1'-0"



ROOF PLAN  
SCALE: 1/8" = 1'-0"

ROOF NOTES:  
 1'-0" EAVE OVERHANG  
 1'-0" RAKE & BARGE  
 8:12 SLOPE SIDE TO SIDE  
 UNLESS NOTED OTHERWISE  
 8:12 PITCH TO BARGE  
 UNLESS NOTED OTHERWISE  
 PROVIDE RIDGE, HIP AND GORIFY VENTING TO COMPLY W/ GOVERNING CODES

PRELIMINARY BIDDING-NOT FOR CONSTRUCTION

16-165  
 imprint ARCHITECTS  
 105 N. HANCOY BLVD. #100  
 WACO, TEXAS 76798  
 PHONE: (817) 865-5596  
 FAX: (817) 865-5398  
 WWW: WWW.PRINTARCHITECTS.COM  
 LEAVE YOUR MARK



Arbor Ridge 4-Plex  
 City

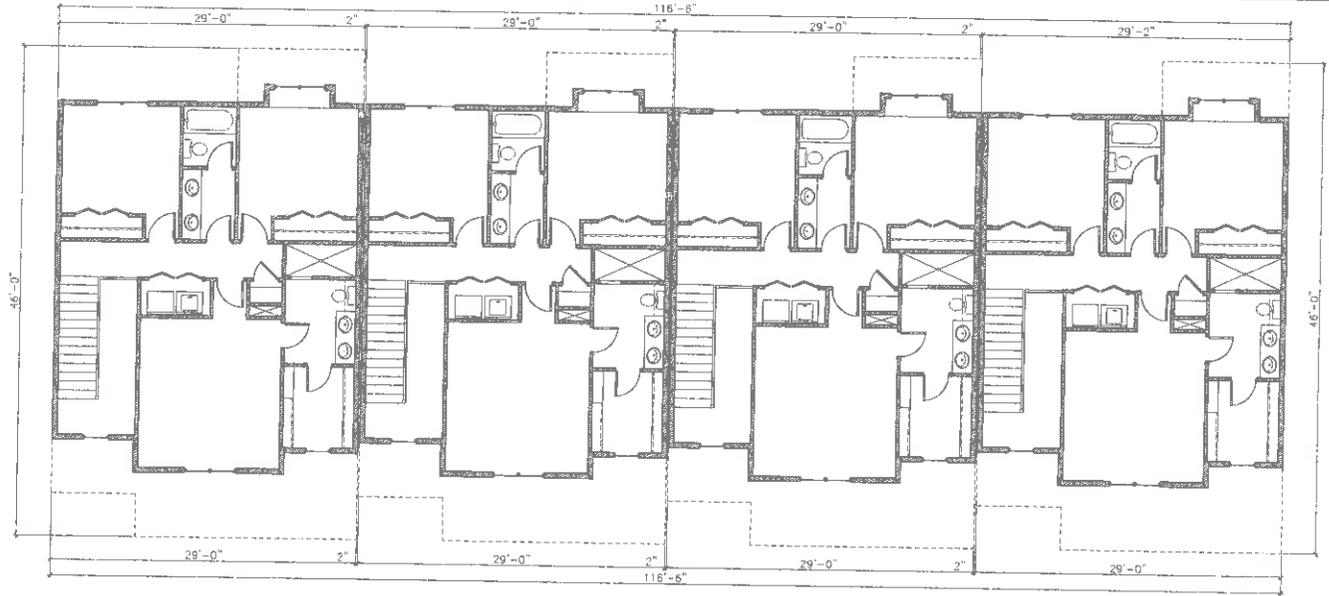
DATE:	02/11/15
REVISED:	

NO.	DESCRIPTION	DATE

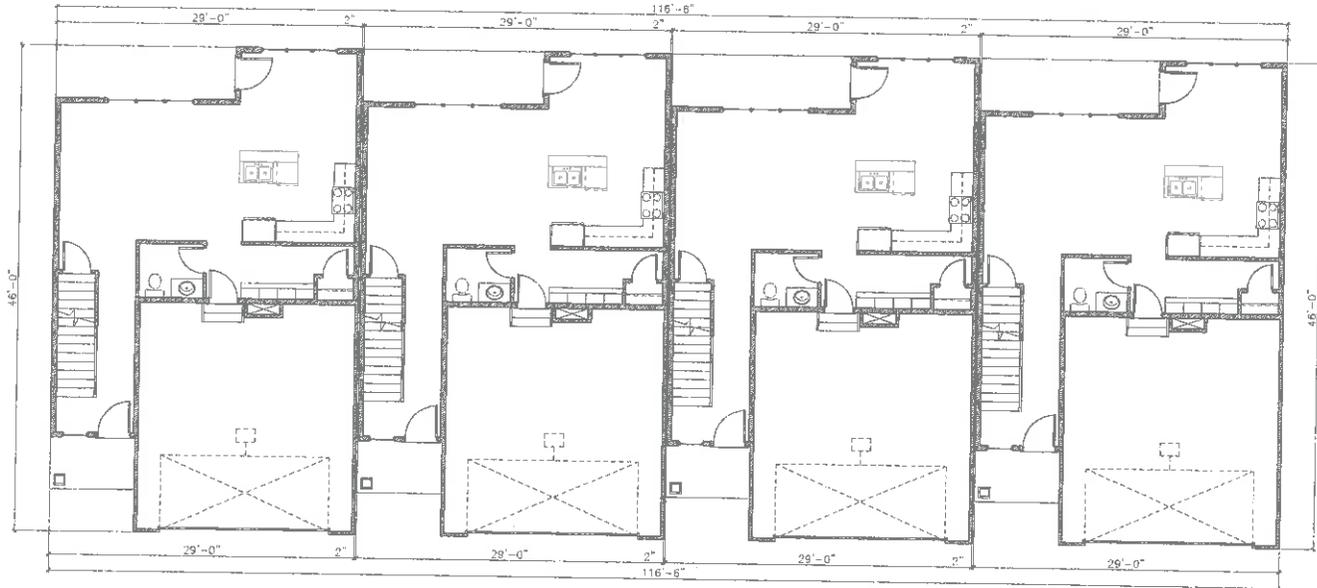
A2

imprint ARCHITECTS





CLUSTER UPPER FLOOR PLAN  
SCALE 3/8" = 1'-0"



CLUSTER MAIN FLOOR PLAN  
SCALE 3/8" = 1'-0"

PRELIMINARY BIDDING-NOT FOR CONSTRUCTION

16-165

imprint  
ARCHITECTS  
leave your mark



Arbor Ridge 4-Plex  
City

DATE	BY	CHK	APP
8-16-16	DN	KC	
REVISED:			

A3

imprint  
ARCHITECTS





CITY OF BONDURANT  
RESOLUTION NO. 16-171

RESOLUTION APPROVING THE SITE PLAN FOR 85 PAINE STREET, SOUTHEAST

WHEREAS, Travis Sisson, T2 Holdings, LLC, submitted a site plan for 85 Paine Street, Southeast; AND

WHEREAS, the legal description is as follows:

Lot 2 Meadow Brook North Commercial Plat 1, an Official Plat in Bondurant, Polk County, Iowa

WHEREAS, the site is zoned C-2, Central Commercial District,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Site Plan for 85 Paine Street, Southeast, is hereby approved as presented.

Passed this 03rd day of October, 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-16-33

RESOLUTION APPROVING THE SITE PLAN FOR 85 PAINE STREET, SOUTHEAST

WHEREAS, Travis Sisson, T2 Holdings, LLC, submitted a site plan for 85 Paine Street, Southeast; AND

WHEREAS, the legal description is as follows:

Lot 2 Meadow Brook North Commercial Plat 1, an Official Plat in Bondurant, Polk County, Iowa

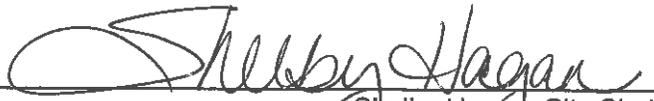
WHEREAS, the site is zoned C-2, Central Commercial District,

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Bondurant, Iowa, that the Site Plan for 85 Paine Street, Southeast, is approved and forwarded to the City Council with a recommendation for approval of same.

Moved by McCleary, Seconded by Clayton to adopt.

ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the Planning and Zoning Commission held on September 22, 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

# SITE PLAN FOR: 85 PAINE STREET SE BONDURANT, IOWA

### VICINITY MAP NOT TO SCALE



### OWNER / APPLICANT

T2 HOLDINGS LLC  
CONTACT: TRAVIS M. SIESSON  
8700 UNIVERSITY AVE. STE 220  
WEST DES MOINES, IA 50266

### ENGINEER

CIVIL DESIGN ADVANTAGE, LLC  
CONTACT: ERIN OLLENKOE  
3405 SE CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PH: (515) 389-4400  
FX: (515) 389-4410

### SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC  
CONTACT: MIKE BRIDONER  
3405 SE CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PH: (515) 389-4400  
FX: (515) 389-4410

### LEGAL DESCRIPTION

LOT 2 MEADOW BROOK NORTH COMMERCIAL PLAT 1, AN OFFICIAL PLAT IN BONDURANT, POLK COUNTY, IOWA.

### ZONING

C-2 CENTRAL COMMERCIAL DISTRICT

### INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	DIMENSION PLAN
3	GRADING & UTILITY PLAN
4	LANDSCAPE PLAN

### GENERAL LEGEND

#### PROPOSED

PROJECT BOUNDARY	---
LOT LINE	---
SECTION LINE	---
CENTER LINE	---
RIGHT OF WAY	---R/W---
PERMANENT EASEMENT	---P/E---
TEMPORARY EASEMENT	---
TYPE SW-501 STORM INTAKE	⊠
TYPE SW-503 STORM INTAKE	⊠
TYPE SW-505 STORM INTAKE	⊠
TYPE SW-506 STORM INTAKE	⊠
TYPE SW-513 STORM INTAKE	⊠
TYPE SW-401 STORM MANHOLE	⊠
TYPE SW-402 STORM MANHOLE	⊠
TYPE SW-301 SANITARY MANHOLE	⊠
STORM/SANITARY CLEANOUT	⊠
WATER VALVE	⊠
FIRE HYDRANT ASSEMBLY	⊠
SIGN	⊠
DETECTABLE WARNING PANEL	⊠
STORM SEWER STRUCTURE NO.	⊠
STORM SEWER PIPE NO.	⊠
SANITARY SEWER STRUCTURE NO.	⊠
SANITARY SEWER PIPE NO.	⊠
SANITARY SEWER WITH SIZE	⊠
SANITARY SERVICE	⊠
STORM SERVICE	⊠
WATERMAIN WITH SIZE	⊠
WATER SERVICE	⊠
SANICUT (FULL DEPTH)	⊠
SILT FENCE	⊠

#### EXISTING

SANITARY MANHOLE	⊠
WATER VALVE BOX	⊠
FIRE HYDRANT	⊠
WATER CURB STOP	⊠
WELL	⊠
STORM SEWER MANHOLE	⊠
STORM SEWER SINGLE INTAKE	⊠
STORM SEWER DOUBLE INTAKE	⊠
FLARED END SECTION	⊠
ROOF DRAIN / DOWNSPOUT	⊠
DECIDUOUS TREE	⊠
CONIFEROUS TREE	⊠
DECIDUOUS SHRUB	⊠
CONIFEROUS SHRUB	⊠
ELECTRIC POWER POLE	⊠
GUY ANCHOR	⊠
STREET LIGHT	⊠
POWER POLE W/ TRANSFORMER	⊠
UTILITY POLE W/ LIGHT	⊠
ELECTRIC BOX	⊠
ELECTRIC TRANSFORMER	⊠
ELECTRIC MANHOLE OR VAULT	⊠
TRAFFIC SIGN	⊠
TELEPHONE JUNCTION BOX	⊠
TELEPHONE MANHOLE/VAULT	⊠
TELEPHONE POLE	⊠
GAS VALVE BOX	⊠
CABLE TV JUNCTION BOX	⊠
CABLE TV MANHOLE/VAULT	⊠
MAIL BOX	⊠
SOIL BORING	⊠
UNDERGROUND TV CABLE	⊠
GAS MAIN	⊠
FIBER OPTIC	⊠
UNDERGROUND TELEPHONE	⊠
OVERHEAD ELECTRIC	⊠
UNDERGROUND ELECTRIC	⊠
FIELD TILE	⊠
SANITARY SEWER W/ SIZE	⊠
STORM SEWER W/ SIZE	⊠
WATER MAIN W/ SIZE	⊠



### UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THIS SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.

**CIVIL DESIGN ADVANTAGE**  
3405 SE CROSSROADS DR, SUITE G, GRIMES, IOWA 50111  
PH: (515) 389-4400 Fax: (515) 389-4410  
PROJECT NO. 1605259

### DATE OF SURVEY

MAY 18, 2016

### BENCHMARKS

USDS BM MONUMENT A STANDARD DISK, STAMPED JDS 1854, 1.9 MILES SOUTH FOR ENTERPRISE ALONG THE CHICAGO, ROCK ISLAND AND PACIFIC RAILWAY FROM THE STATION AT ENTERPRISE, POLK COUNTY, OPPOSITE POLE 85+5, AT A CONCRETE CULVERT, IN THE SOUTHEAST CORNER, 1.1 FEET NORTH OF THE SOUTH SIDE AND 11.3 FEET EAST OF THE EAST RAIL. ELEVATION=936.63

FLANGE BOLT ON HYDRANT NE SIDE PAINT STREET SE, 400 FEET +/- NORTH OF WASHINGTON. ELEVATION=977.20

### CONSTRUCTION SCHEDULE

ANTICIPATED START DATE = FALL 2016  
ANTICIPATED FINISH DATE = SPRING 2017

### SUBMITTAL DATES

-SITE PLAN SUBMITTAL TO CITY #1: 09/06/2016

THE PROJECT REQUIRES A CITY OF BONDURANT GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE MOST RECENT EDITION OF THE SDAS STANDARD SPECIFICATIONS, THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY SUPPLEMENTS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

**PRELIMINARY**

ERIN K. OLLENKOE, P.E.  
DATE: \_\_\_\_\_

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017  
PAGES OR SHEETS COVERED BY THIS SEAL: 1-3

85 PAINE STREET SE

**TRAFFIC CONTROL NOTES**

1. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WHEN CITY ROAD OR LAKE CLOSURES ARE REQUIRED. IF APPLICABLE, SHALL APPLY TO ALL WORK ON THE PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS, NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DRAWING FROM PUBLIC TO COMPLY WITH THIS REQUIREMENT.
5. ONE DAY PRIOR TO CONSTRUCTION WITHIN CITY R.O.S. OR ANY CONNECTION TO PUBLIC STREETS CONTRACTOR SHALL NOTIFY THE CITY'S STREETSMAINTENANCE DEPARTMENT.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.S. / EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC STREETS AND STREETS, SHALL COMPLY WITH THE CITY'S STREETSMAINTENANCE DEPARTMENT'S REQUIREMENTS.
7. ALL DIMENSIONS ARE TO FACE OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4" INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING FACE 1/2" INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL EXISTING GRILLS INTO ROAD AT THE END OF EACH WORK DAY.
11. ALL PROPERTY LINES SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY DIRT DISTURBED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
12. CONTRACTOR SHALL NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY, OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK MATERIALS, STORAGE, PAVING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE CITY.
13. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
14. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCES AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
15. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUBMITTERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING OBTAINING OF CONSTRUCTION PERMITS AND COORDINATION WITH THE CITY.
16. CONCRETE REMOVAL FOR EXISTING APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LISTS WITH CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
17. ALL SLOPE STOP SHALL BE INSTALLED BY A CERTIFIED CONTRACTOR ACCORDING TO SLOPE STOP PRODUCT SPECIFICATIONS.
18. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.

**PAVEMENT THICKNESS**

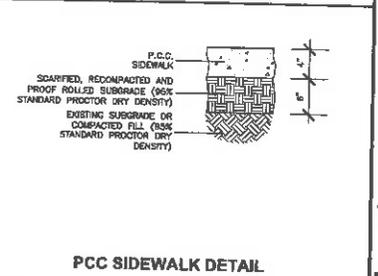
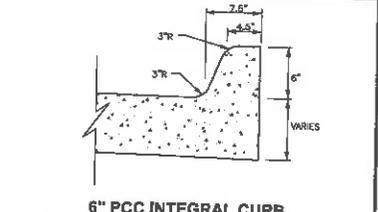
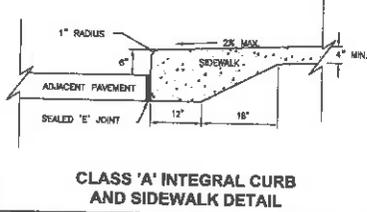
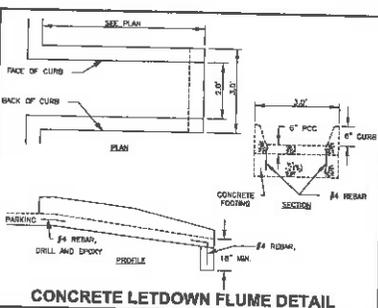
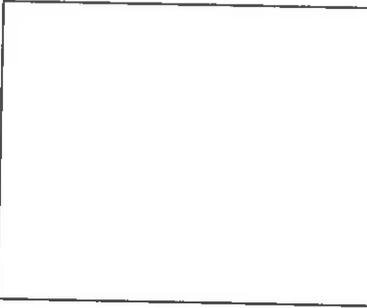
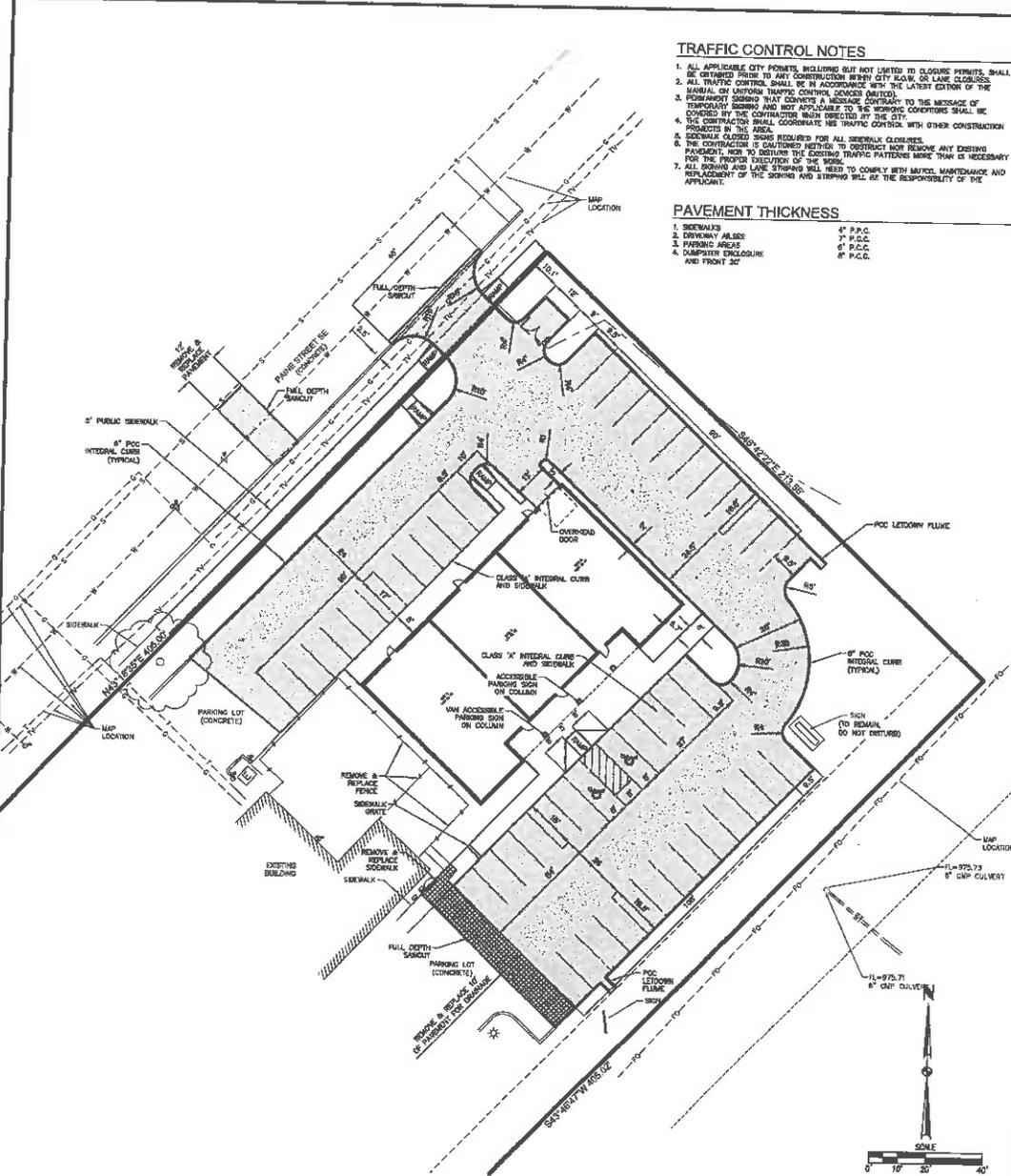
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|-------------------------------------|-----------|
| 1. SIDEWALKS                        | 4" P.C.C. |
| 2. DRIVEWAY ALLEYS                  | 7" P.C.C. |
| 3. PARKING AREAS                    | 6" P.C.C. |
| 4. OVERSEER ENCLOSURE AND FRONT SET | 6" P.C.C. |

**GENERAL NOTES**

1. THE MOST RECENT EDITION OF THE BUILDING STANDARDS SPECIFICATIONS AND ALL CITY ORDINANCES, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THE PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS, NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DRAWING FROM PUBLIC TO COMPLY WITH THIS REQUIREMENT.
5. ONE DAY PRIOR TO CONSTRUCTION WITHIN CITY R.O.S. OR ANY CONNECTION TO PUBLIC STREETS CONTRACTOR SHALL NOTIFY THE CITY'S STREETSMAINTENANCE DEPARTMENT.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.S. / EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC STREETS AND STREETS, SHALL COMPLY WITH THE CITY'S STREETSMAINTENANCE DEPARTMENT'S REQUIREMENTS.
7. ALL DIMENSIONS ARE TO FACE OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4" INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING FACE 1/2" INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL EXISTING GRILLS INTO ROAD AT THE END OF EACH WORK DAY.
11. ALL PROPERTY LINES SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY DIRT DISTURBED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
12. CONTRACTOR SHALL NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY, OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK MATERIALS, STORAGE, PAVING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE CITY.
13. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
14. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCES AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
15. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUBMITTERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING OBTAINING OF CONSTRUCTION PERMITS AND COORDINATION WITH THE CITY.
16. CONCRETE REMOVAL FOR EXISTING APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LISTS WITH CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
17. ALL SLOPE STOP SHALL BE INSTALLED BY A CERTIFIED CONTRACTOR ACCORDING TO SLOPE STOP PRODUCT SPECIFICATIONS.
18. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.

**DEMOLITION NOTES**

1. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DRAWING FROM PUBLIC TO COMPLY WITH THIS REQUIREMENT.
2. PRIOR TO DEMOLITION, CONTRACTOR SHALL NOTIFY IN WRITING (48 HRS NOTICED) THE FOLLOWING:
  - A. CITY
  - B. APPROPRIATE UTILITY COMPANIES
  - C. OWNER
  - D. CIVIL DESIGN ADVANTAGE
  - E. ARCHITECT
3. DO NOT DEMOLISH EXISTING UTILITIES UNLESS OTHERWISE NOTED. COORDINATE REMOVAL OR ABANDONMENT OF ALL UTILITIES WITH THE APPROPRIATE UTILITY SUPPLIER AND PROJECT EXISTING UTILITIES THAT ARE TO REMAIN. THE LOCATION OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE ESTABLISHED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
4. BANGPULL ALL EXCAVATORS WITH CONCRETE MATERIAL COMPACTED TO USE MAXIMUM STANDARD PROCTOR DRY DENSITY AND MOISTURE RATIO OF 95% OPTIMUM MOISTURE. TESTING OF BANGPULL TO BE BY A REGISTERED ENGINEER EMPLOYED BY THE OWNER. IN THE EVENT OF A TEST FAILING, ANY REWORK SHALL BE PAID FOR BY THE CONTRACTOR.
5. REMOVE EXISTING GRASSES AND LOCATION OF EXISTING UTILITIES, CONDUIT, LINES, POLES, TREES, PARKING BUILDING AND OTHER SITE FEATURES PRIOR TO DEMOLITION AND IMMEDIATELY INFORM THE OWNER AND/OR OWNER'S ARCHITECT. CONTRACTOR TO REMOVE IN PLACE OR REMOVE AND BORNE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
6. ALL CONSTRUCTION/DEMOLITION WORK SHALL BE DISPOSED OF OFFSITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
7. DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY AS NOTED. ANY RESPONSIBILITY OF THE CONTRACTOR.
8. THE BOUNDARY SHALL BE AT THE SOLE RISK OF THE CONTRACTOR.
9. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.



DATE: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_  
 PREPARED BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_

**BA**  
 CIVIL DESIGN ADVANTAGE | ENGINEER

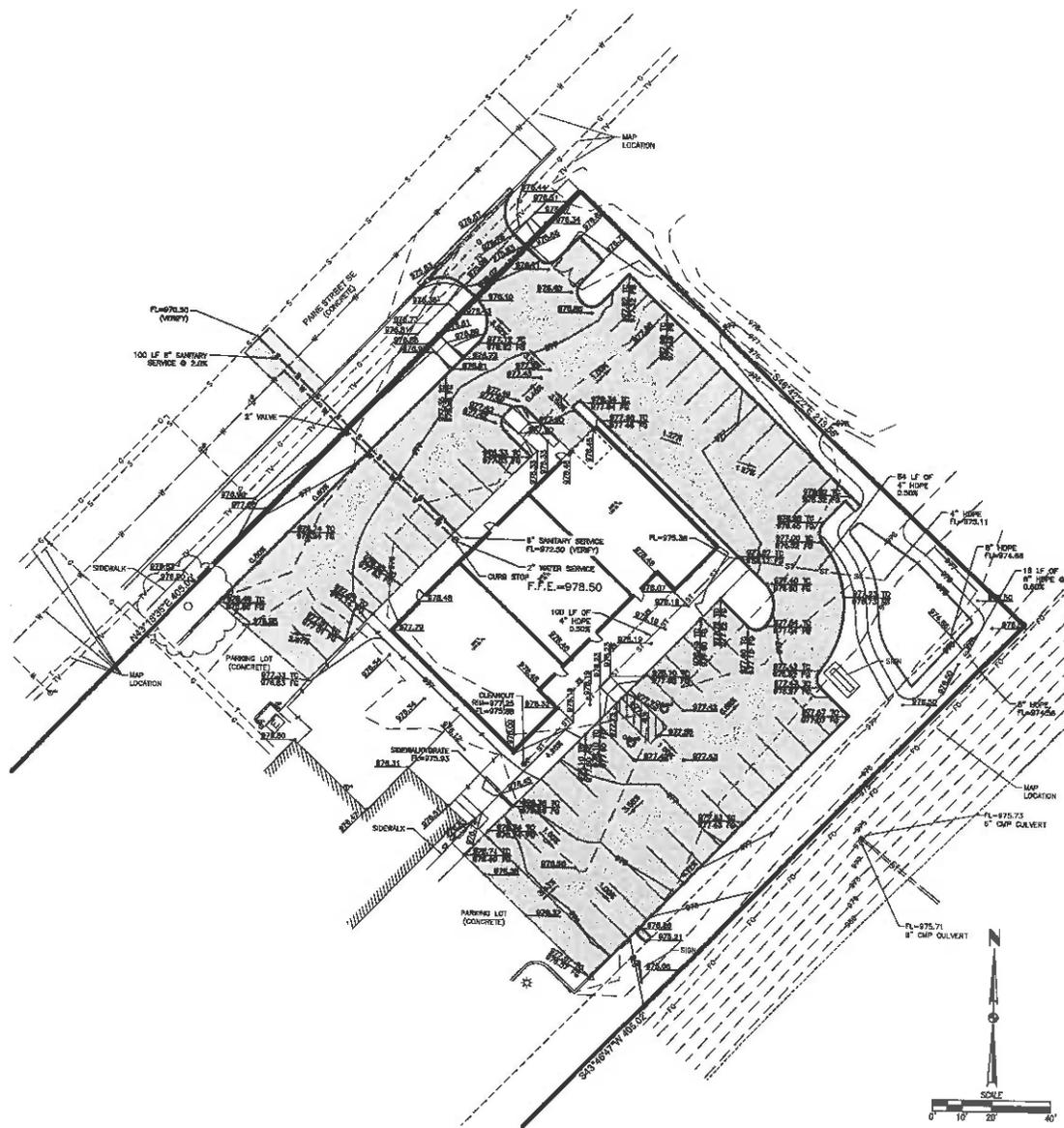
3405 S.E. CROSSROADS DRIVE, SUITE C  
 GRIMES, IOWA 50111  
 PHONE: (515) 369-4400 FAX: (515) 369-4410

**85 PAINÉ STREET SE**  
 DIMENSION PLAN

BONDPLANT, IOWA

TECH: \_\_\_\_\_

2/4  
 1805259



### UTILITY NOTES

- REFER TO MECHANICAL, ELECTRICAL, AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
- FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
- PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL REROUTING IS COMPLETE.
- INSTALL ALL UTILITY TRENCHES ACCORDING TO THE MOST RECENT EDITION OF THE SUDAS (SUDAS) SPECIFICATIONS AND ALL CITY SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5'-0" COVER OVER ALL INTERIORS.
- ALL UTILITIES SHALL BE STIPPED TO 5 FEET FROM BUILDINGS. REFER TO MAP PLANS FOR COVER FROM 5' OUTSIDE OF BUILDING FACE.
- LOCATE ALL MANHOLES AND RATHES TO FINISHED GRADES.
- ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
- 15' MINIMUM VERTICAL CLEARANCE BETWEEN SEWER AND SANITARY SEWER PIPES. 10' MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
- MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
- WHERE PUBLIC UTILITY FEATURES ARE SHOWN AS EXISTING ON THE PLANS OR INDICATED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNER OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES, UNDERGROUND FACILITIES, STRUCTURES AND TRENCH LOCATIONS MUST BE CORROBORATED THROUGHOUT ONLY IF IT IS POSSIBLE THESE MAY BE OTHER. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE TRUE EXISTENCE AND EXACT LOCATIONS AND TO THE CONTRACTOR. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED UNLESS THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-338-3899 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
- ALL UNDERGROUND WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTORS INVOLVED IN THE PROJECT.
- PRIVATE UTILITIES TO BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
- OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE FACILITIES AND PRIVATE UTILITIES.
- CONTRACTOR SHALL PREVENT ENTRY OF SOIL, DEBRIS, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT HIS COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER BUILTS.

### GRADING NOTES

- PRIOR TO ANY GRADING, A COPY OF THE RECORDS MUST BE PROVIDED TO THE CITY'S BUILDING DIVISION.
- CONTRACTOR SHALL STRIP ALL DELICIOUS MATERIAL, THE TOP 8" OF TOPSOIL, IS TO BE STOCKPILED AND REMOVED AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
- EXCAVATION SHALL BE IN ACCORDANCE WITH THE MOST RECENT EDITION OF THE SUDAS (SUDAS) SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
- MATCH EXISTING GRADES AT PROPERTY LINES AND FOR CONSTRUCTION LIMITS.
- ALL SPOT ELEVATIONS ARE FROM GRADE (FS) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
- SITE SHALL BE GRADDED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
- CONTRACTOR SHALL CONFORM HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EXISTENCE SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND SHALL PROVIDE TO PREVENT THE SPREAD OF DUST.
- REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
- FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR FINISH.
- REINFORCEMENT SHALL BE MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED SURFACES. ALL SLOPES TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE, DEPTH LONGITUDINAL 1/3, TRANSVERSE 1/4.

DATE	REVISIONS	BY	CHKD

3405 S.E. CROSSROADS DRIVE, SUITE G  
GRIMES, IOWA 50111  
PHONE: (515) 389-4400 FAX: (515) 389-4410  
TECH: ENGINEER: PERM. QUALIFIED

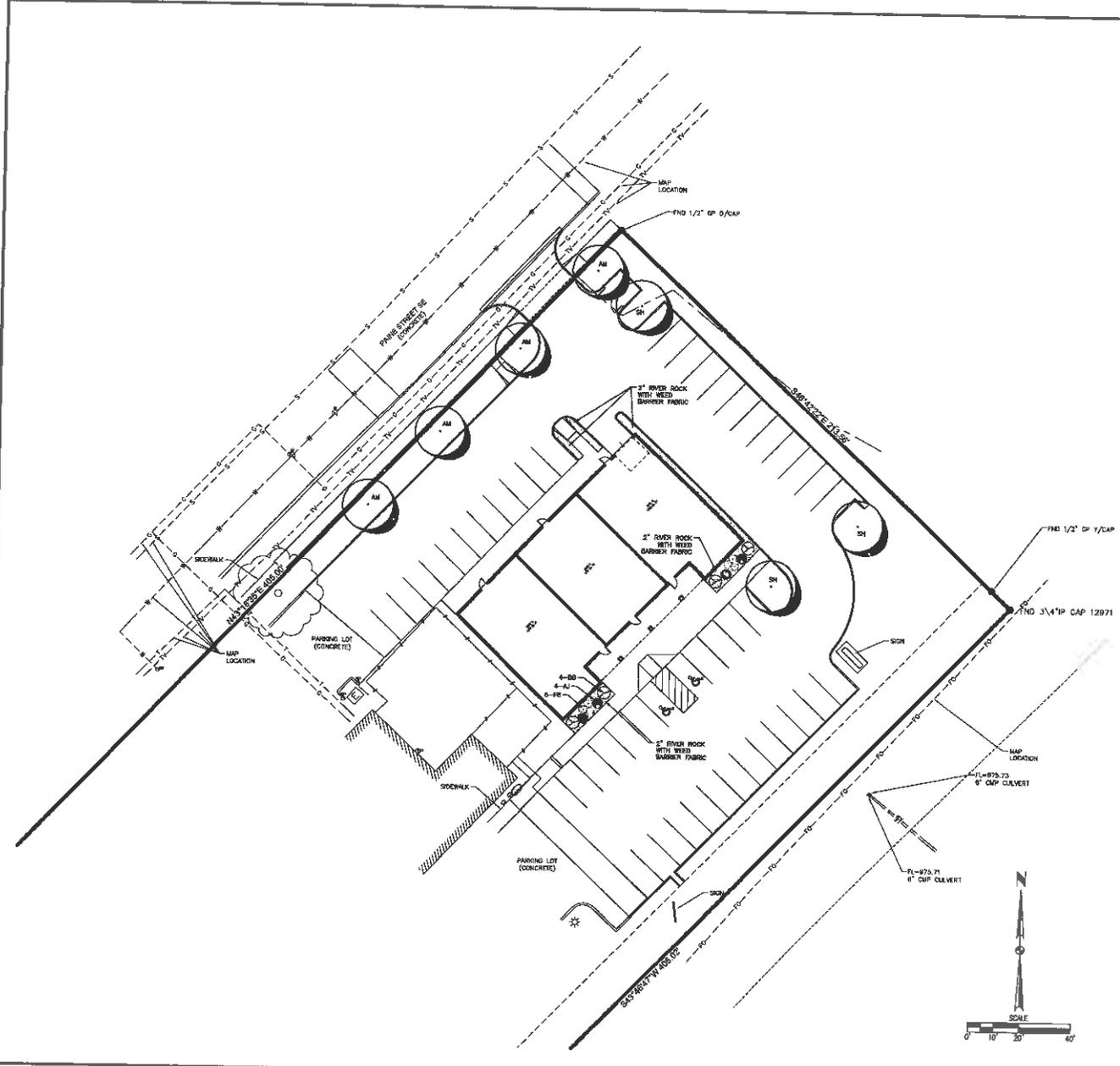


CIVIL DESIGN ADVANTAGE

## 85 PAINE STREET SE GRADING AND UTILITY PLAN

3/4  
1805259

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF BONDUANT, IOWA.



**LANDSCAPE NOTES**

1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. THE MOST RECENT EDITION OF THE IOWA STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK AND ZELLS.
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, HOLES AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS, FREE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. SEED (TYPE 1) OR SOIL ALL DISTURBED AREAS AS DIRECTED BY OWNER.
6. BACKFILL TO TOP OF CURB (MINUS 1 1/2\"/>

**LANDSCAPE REQUIREMENTS**

ONE TREE PER 50 LF OF STREET FRONTAGE OR ONE TREE PER SIX PARKING STALLS, WHICHEVER IS GREATER

TREES REQUIRED = 8  
TREES PROVIDED = 8

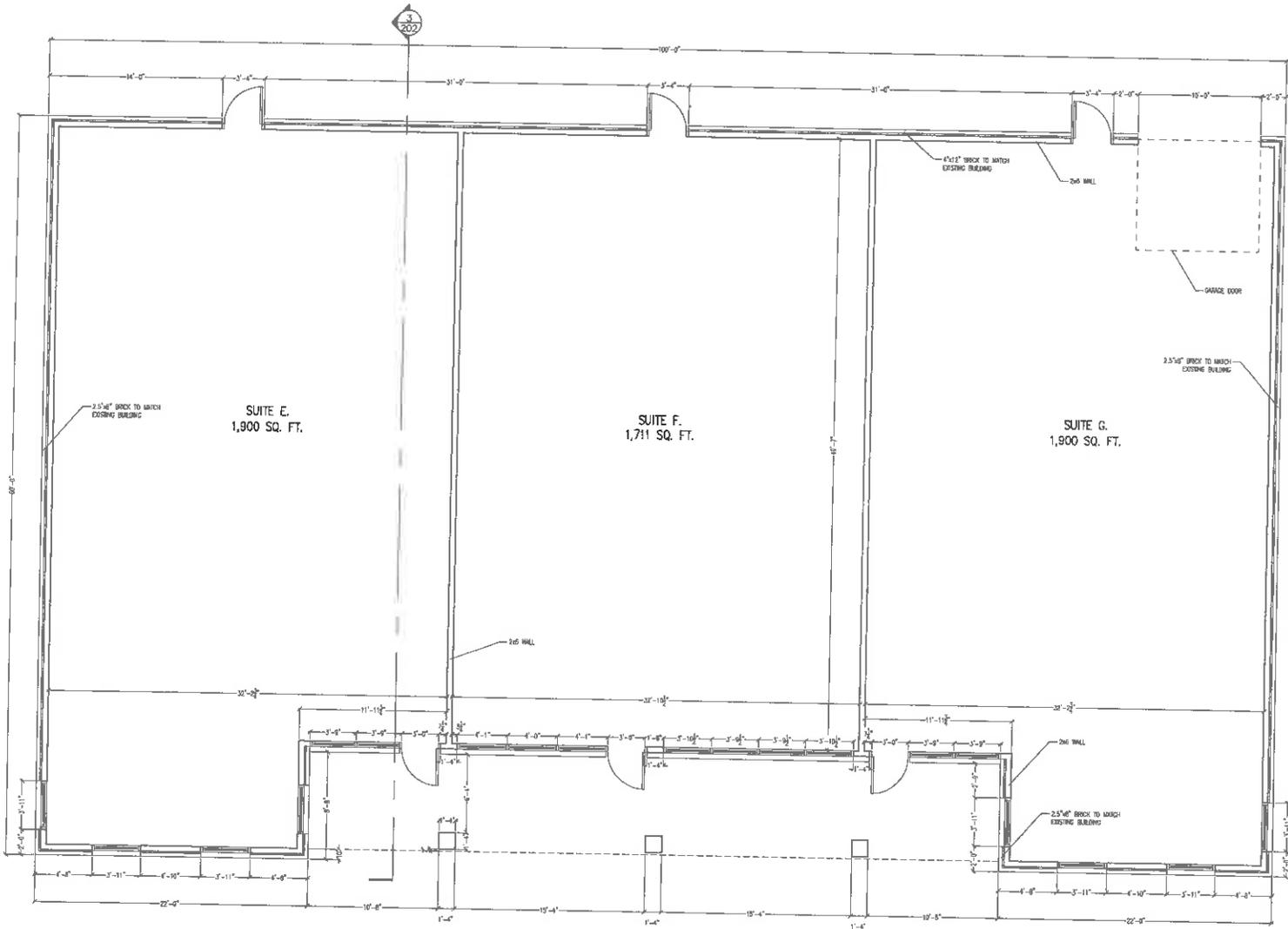
SHRUBS REQUIRED = 0  
SHRUBS PROVIDED = 4

**PLANT SCHEDULE**

PLANT	QUANTITY	ORIGIN	SIZE	DEPTH
1. 1.2' ROUND BURNING BUSH	8	LOCAL NURSERY	1.2' CAL	18"
2. 1.2' ROUND BURNING BUSH	4	LOCAL NURSERY	1.2' CAL	18"
3. 1.2' ROUND BURNING BUSH	4	LOCAL NURSERY	1.2' CAL	18"
4. 1.2' ROUND BURNING BUSH	4	LOCAL NURSERY	1.2' CAL	18"
5. 1.2' ROUND BURNING BUSH	4	LOCAL NURSERY	1.2' CAL	18"



DATE: \_\_\_\_\_  
 REVISIONS: \_\_\_\_\_  
 FIRST SUBMITTAL: \_\_\_\_\_  
 3405 S.E. CROSSROADS DRIVE, SUITE G  
 GRIMES, IOWA 50111  
 PHONE: (515) 309-4400 FAX: (515) 389-4410  
 TECH: \_\_\_\_\_  
 ENGINEER: \_\_\_\_\_  
 85 PAINE STREET SE  
 LANDSCAPE PLAN  
 BONDUANT, IOWA  
 4/4  
 1805259



1 PROPOSED FLOOR PLAN  
SCALE: 1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

ALL CONTRACTOR(S) TO VERIFY MEASUREMENTS PRIOR TO STARTING CONSTRUCTION

**CONCEPTS IN DESIGN**  
DES MOINES, IA 50314  
855 17th Street 50314  
515-244-6333 FAX 515-244-2246  
e-mail: cid@cidesign.net Web site: cidesign.net



**85 PAINE STREET SE - SUITES E, F & G**

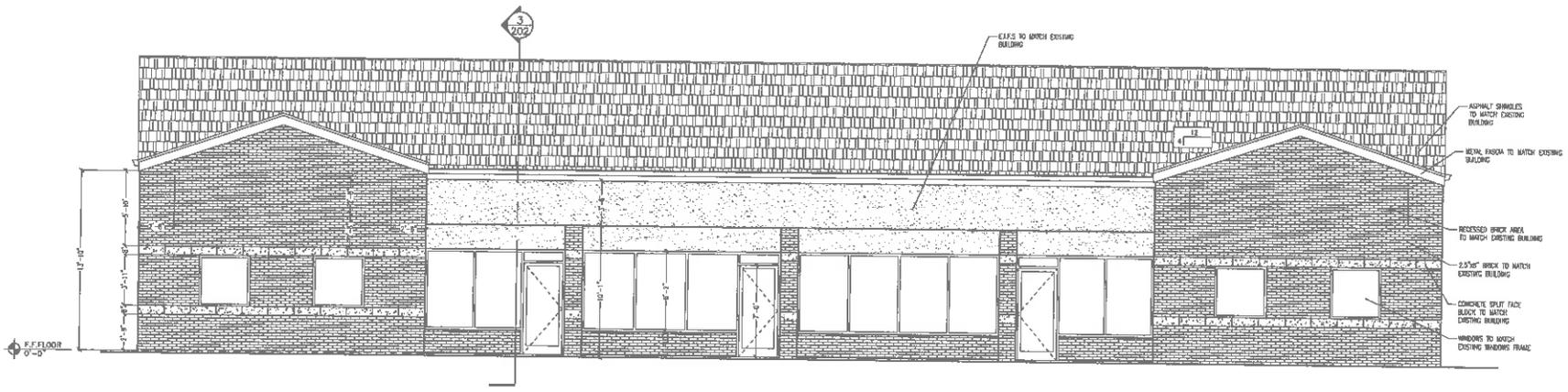
85 PAINE STREET SE  
BONDURANT, IOWA 50035

DRAWN BY: J.S.P.  
REVISION  
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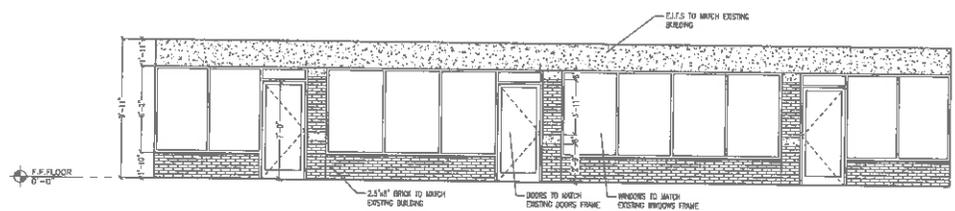
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SHEET#  
A-101

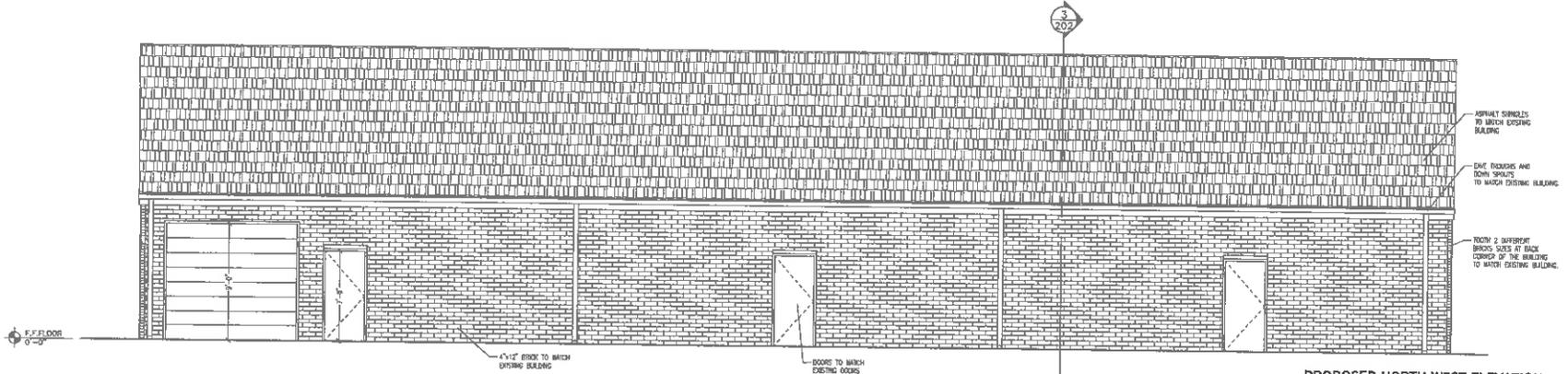
PROPOSED BUILDING



1 PROPOSED SOUTH-EAST ELEVATION  
SCALE: 1/4" = 1'-0"



2 PROPOSED FRONT ELEVATION (INSIDE RECESSED AREA)  
SCALE: 1/4" = 1'-0"



3 PROPOSED NORTH-WEST ELEVATION  
SCALE: 1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

ALL CONTRACTOR(S) TO VERIFY MEASUREMENTS PRIOR TO STARTING CONSTRUCTION

CONCEPTS IN DESIGN  
DES MOINES, IA 50314  
855 17th Street  
515-244-2246  
Web site: cdesign.net  
e-mail: cid@cdesign.net

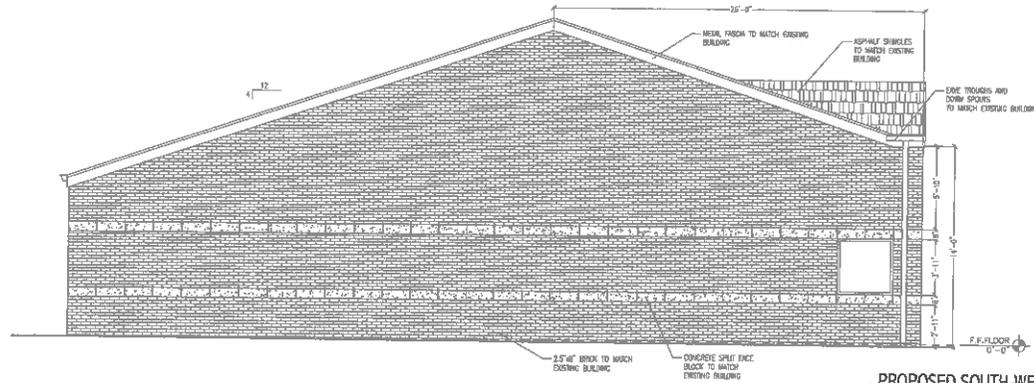
85 PAINE STREET SE - SUITES E,F & G  
85 PAINE STREET SE  
BONDURANT, IOWA 50035

DRAWN BY L.S.P.  
REVISION  
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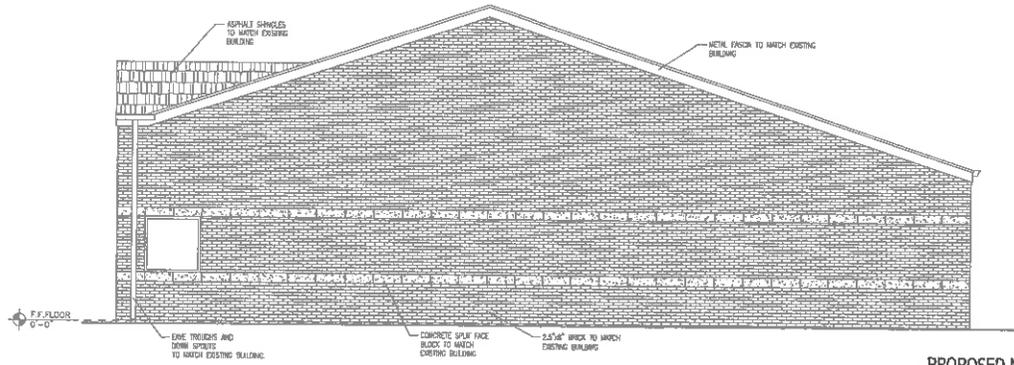
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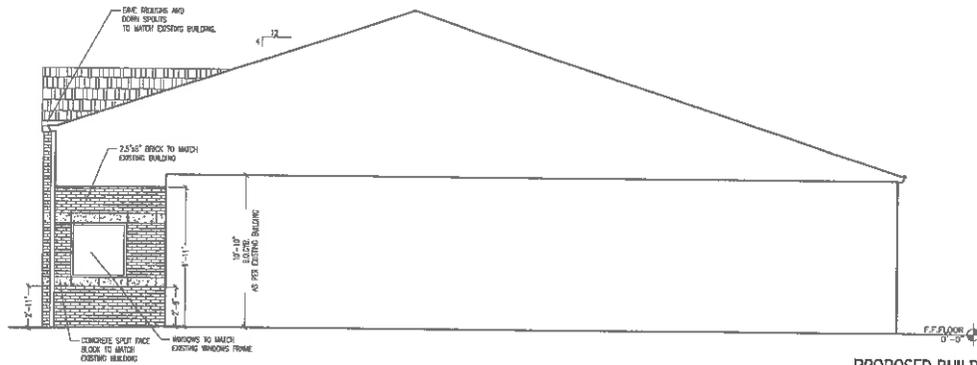
PROPOSED ELEVATIONS



1 PROPOSED SOUTH-WEST ELEVATION  
SCALE: 1/4" = 1'-0"



2 PROPOSED NORTH-EAST ELEVATION  
SCALE: 1/4" = 1'-0"



3 PROPOSED BUILDING SECTION  
SCALE: 1/4" = 1'-0"

PRELIMINARY- NOT FOR CONSTRUCTION

ALL CONTRACTOR(S) TO VERIFY MEASUREMENTS PRIOR TO STARTING CONSTRUCTION

CONCEPTS IN DESIGN  
50314  
DES MOINES, IA  
855 17th Street  
515-244-4333  
e-mail: ccd@cdesign.net  
Web site: ccdesign.net



85 PAINE STREET SE - SUITES E,F & G  
85 PAINE STREET SE  
BONDURANT, IOWA 50035

DRAWN BY J.S.P.  
REVISION  
++  
++

DATE  
04/21/16

SHEET#  
A-202

PROPOSED ELEVATIONS

**Nicole Van Houten**

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**From:** Jim Sanders <[jsanders@cityofjohnston.com](mailto:jsanders@cityofjohnston.com)>  
**Sent:** Thursday, September 29, 2016 10:27 AM  
**To:** Nicole Van Houten  
**Subject:** RE: Municipality Research

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

Nicole,  
This issue is not addressed in our Code of Ordinances.  
Jim

Jim Sanders  
Johnston City Administrator  
P.O. Box 410  
6221 Merle Hay Road  
Johnston, IA, 50131-0410  
Phone - (515) 727-7760  
Fax - (515) 278-2033  
email - [jsanders@cityofjohnston.com](mailto:jsanders@cityofjohnston.com)

---

**From:** Nicole Van Houten [<mailto:nvanhouten@cityofbondurant.com>]  
**Sent:** Wednesday, September 28, 2016 9:58 AM  
**To:** 'Altoona'; 'Ankeny'; 'Clive'; 'Grimes'; Jim Sanders; 'Norwalk'; 'Pleasant Hill'; 'Polk City'; 'Urbandale'; 'Waukee'; 'West Des Moines'  
**Subject:** Municipality Research

Good Morning,

Hope my email finds you well.

I'm emailing today for the City Administrator of Bondurant, Mark Arentsen. The City of Bondurant is looking address an issue of beekeeping within city limits.

Does your City have a policy regarding beekeeping or something specifying it's not allowed within city limits?

I've noticed there has been some media attention in regards to this topic. Ironically, Bondurant is encountering the same thing. Might need to review.

My deadline to compile information will be by 3pm Friday, September 30<sup>th</sup> to share with City Council on Monday. Any information is helpful!

Kind regards,

**Nicole Van Houten** | Administrative Assistant  
**City of Bondurant (pop 5,493)** | 200 2<sup>nd</sup> St NE Box 37  
Bondurant, IA 50035  
p: 515.967.2418 | f: 515.967.5732

e: [nvanhouten@cityofbondurant.com](mailto:nvanhouten@cityofbondurant.com)

[web](#) | [facebook](#) | [twitter](#)

ORDINANCE NO. 2016-1600

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF POLK CITY, IOWA, CHAPTER 55, *ANIMAL PROTECTION AND CONTROL*, AND CHAPTER 165, *ZONING REGULATIONS*, TO ADD LANGUAGE TO THE CITY CODE IDENTIFYING SPECIFIC REGULATIONS AND REQUIREMENTS FOR BEEKEEPING.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF POLK CITY, IOWA:

**Section 1. Amendment.** Chapter 55, *Animal Protection and Control*, is hereby amended by adding the following:

**55.21 Bees and Beekeeping.** It is unlawful for a person to keep bees within the City except in an Agricultural (A-1) Zoning District in compliance with Section 165.08(2).

**Section 2. Amendment.** Chapter 165, *Zoning Regulations*, Subsection 165.08(2), *Agricultural Zoning District Regulations (A-1)*, is hereby amended by adding the following to the table as a Permitted Use:

Beekeeping - beekeeping provided no hive or building in which bees are kept shall be closer than 250 feet to the property line.

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

**Section 4. Savings Clause.** If any section, provision, sentence, clause, phrase or part of this Ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part hereof not adjudged invalid or unconstitutional.

**Section 5. Violations and Penalties.** Any person who violates the provisions of this Ordinance upon conviction shall be punished as set forth in Chapter 3 of the City Code of the City of Polk City, Iowa.

**Section 6. Other Remedies.** In addition to the provisions set out in the Violations and Penalties Section herein, the City may proceed in law or equity against any person, firm or corporation for violation of any section or subsection of this Ordinance.

**Section 7. Effective Date.** This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Jason Morse, Mayor

ATTEST:

\_\_\_\_\_  
Jenny Gibbons, City Clerk

First Reading 5/23/16  
Second Reading 6/13/16  
Third Reading 6/27/16

The foregoing Ordinance No. 2016-1600\_\_\_\_\_ was adopted by the Council for the City of Polk City, Iowa, on June 27, 2016, and was published in the Des Moines Register on July 1, 2016.

\_\_\_\_\_  
Jenny Gibbons, City Clerk

**Nicole Van Houten**

Urbandale/Polk City

**From:** AJ Johnson <Ajohnson@urbandale.org>  
**Sent:** Thursday, September 29, 2016 12:23 PM  
**To:** 'Gary Mahannah'; Nicole Van Houten; 'Altoona'; 'Ankeny'; 'Clive'; 'Grimes'; 'Johnston'; 'Norwalk'; 'Pleasant Hill'; 'Waukee'; 'West Des Moines'  
**Subject:** RE: Municipality Research

We do not allow them, and recently dealt with a resident that eventually moved the hive out of town.  
A.J.

A.J. Johnson  
City Manager  
City of Urbandale  
515-331-6705



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**From:** Gary Mahannah [<mailto:gmahannah@polkcityia.gov>]  
**Sent:** Wednesday, September 28, 2016 10:14 AM  
**To:** Nicole Van Houten; 'Altoona'; 'Ankeny'; 'Clive'; 'Grimes'; 'Johnston'; 'Norwalk'; 'Pleasant Hill'; AJ Johnson; 'Waukee'; 'West Des Moines'  
**Subject:** RE: Municipality Research

Nicole:

Recently Polk City addressed this item and required bees to only be raised/ kept in agricultural zoned areas (10 acres or more).

Thanks,

**Gary C. Mahannah**  
**City Administrator**  
City of Polk City  
112 Third Street | Polk City | IA 50226  
P: 515- 984-6233 | F: 515-984-6177  
E: [gmahannah@polkcityia.gov](mailto:gmahannah@polkcityia.gov) | W: [polkcityia.gov](http://polkcityia.gov)



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**From:** Nicole Van Houten [<mailto:nvanhouten@cityofbondurant.com>]  
**Sent:** Wednesday, September 28, 2016 9:58 AM  
**To:** 'Altoona'; 'Ankeny'; 'Clive'; 'Grimes'; 'Johnston'; 'Norwalk'; 'Pleasant Hill'; Gary Mahannah; 'Urbandale'; 'Waukee';

'West Des Moines'

**Subject:** Municipality Research

Good Morning,

Hope my email finds you well.

I'm emailing today for the City Administrator of Bondurant, Mark Arentsen. The City of Bondurant is looking address an issue of beekeeping within city limits.

Does your City have a policy regarding beekeeping or something specifying it's not allowed within city limits?

I've noticed there has been some media attention in regards to this topic. Ironically, Bondurant is encountering the same thing. Might need to review.

My deadline to compile information will be by 3pm Friday, September 30<sup>th</sup> to share with City Council on Monday. Any information is helpful!

Kind regards,

**Nicole Van Houten** | Administrative Assistant

**City of Bondurant (pop 5,493)** | 200 2<sup>nd</sup> St NE Box 37

Bondurant, IA 50035

p: 515.967.2418 | f: 515.967.5732

e: [nvanhouten@cityofbondurant.com](mailto:nvanhouten@cityofbondurant.com)

web | [facebook](#) | [twitter](#)

**Nicole Van Houten**

---

**From:** Mark Mertens <MMertens@cityofclive.com>  
**Sent:** Wednesday, September 28, 2016 11:35 AM  
**To:** 'nvanhouten@cityofbondurant.com'  
**Cc:** Dennis Henderson  
**Subject:** RE: Municipality Research  
**Attachments:** 20160928112030736.pdf

Hello Nicole,

The City of Clive does not have an urban beekeeping specific ordinance or policy in place. I have been asked by a few possible beekeepers how the City would respond if a complaint was received. I inform the beekeepers that the City of Clive has the following general nuisance ordinance that could be applied:

**5-6-7: NUISANCES PROHIBITED:**

The creation or maintenance of a nuisance is prohibited, and a nuisance, public or private, may be abated in the manner provided for in this chapter or state law.

I have been informed that city staff will begin updating the zoning ordinance within the next twelve months and urban agriculture (includes beekeeping) review will be a part of it. At this point, I inform the possible beekeepers to work with their neighbors and educate themselves completely before they introduce any hives to their property. I have attached a document to this email that I send to possible beekeepers within the City of Clive.

Please let me know if you have any other questions.

Thank you,

**Mark Mertens** | Code Enforcement Officer  
**City of Clive** | (515) 223-6221

----- Original Message -----

**Subject:** Municipality Research

**From:** Nicole Van Houten <nvanhouten@cityofbondurant.com>

**To:** 'Altoona' <jmark@altoona-iowa.com>, 'Ankeny' <djones@ankenyiowa.gov>, Dennis Henderson <DHenderson@cityofclive.com>, 'Grimes' <kelbrown@ci.grimes.ia.us>, 'Johnston' <jsanders@cityofjohnston.com>, 'Norwalk' <lnelson@norwalk.iowa.gov>, 'Pleasant Hill' <jwilwedding@pleasanthilliowa.org>, 'Polk City' <gmahannah@polkcity.org>, Urbandale\_AJ Johnson <ajohnson@urbandale.org>, Waukee\_Tim Moerman <tmoerman@waukee.org>, 'West Des Moines' <tom.hadden@wdsiowa.gov>

**CC:**

Good Morning,

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## Urban Beekeeping

Andrew Joseph · [andrew.joseph@iowaagriculture.gov](mailto:andrew.joseph@iowaagriculture.gov)

With the IHPA beginner beekeeping courses underway in several locations, I've been thinking a good bit about some of the recent "trends" in beekeeping. We're sure seeing a rise in numbers of younger beekeepers, women beekeepers, natural beekeeping (...whatever that is, exactly...), and backyard beekeeping in more urban locations. None of these trends are specific to Iowa. I believe it's happening all over the US. With so many relatively new beekeepers keeping colonies in town with neighbors close by, I'd like to provide a list of suggestions to help keep our urban beekeeping efforts moving along in a healthy, positive-type direction. This list is far from perfect or comprehensive / complete. I'd be interested in hearing your thoughts, suggestions, and additions as well.

### Things to Do

1. Inform your neighbors of the hives' existence. Explain to them the habits of bees. Knowledge about the insects will help to reduce fears. And, a little free honey goes a long way...
2. Hide the bees from the general public. "Out of sight, out of mind."
3. Provide a six foot high barrier such as a solid wood fence, shrub, or building around the colonies to get the bees flying above head level before exiting your property.
4. Keep your bees inside a fenced area. Neighbor children may upset your hives, get stung, and you may be liable for damages if the hives were not fenced.
5. Prevent bees from robbing by:
  - a. Using entrance reducers except during good nectar flows. These are especially important for use on weaker colonies.
  - b. Manipulating colonies quickly during periods of low nectar availability and keep colonies open only a minimal amount of time.
  - c. Feeding your bees with internal feeders and never exposing honey or sugar syrup for any extended period of time. Get rid of that "Boardman" feeder that came with your 1<sup>st</sup> hive.
6. Establish additional apiaries out of town if you expand your beekeeping hobby or business. Two colonies on a small lot is plenty.
7. "Warn" your guests about the beehives in your yard and give them instructions on how they, their children, and pets should behave around beehives.
8. Provide a water source for your bees in your yard. Be especially considerate of any swimming pools, hot tubs, and pet's water dishes in your neighbors' yards. Keep in mind bees can consume ½ - 1 gallon per day per hive. Never let it go dry! Kim mentioned the practice of "flavoring" water with an essential oil or anise to "train" your bees to your particular water source. (I've never tried anything like this, personally.)
9. Protect tethered animals. They would have trouble defending themselves from a stinging incident.
10. Know your liabilities and have insurance.
11. Answer swarm calls. Stop what you're doing and get the bees -- whether they're from your colonies or not. This is an important service to our communities and makes beekeepers important folks to have amidst the general population.
12. Have a "bait hive" to catch a possible swarm. Cross your fingers...

13. Rooftop beekeeping? ...no more than 6 stories high up.
14. Keep good records and notes (purchases, visits, etc. This is self-protection).
15. Have an Epi-pen. (?) There may be issues in obtaining an epi-pen for use on anyone other than one's self. These are available by prescription only, meaning you aren't "allowed" to share!  
Personal note: I checked into this following a discussion at a recent East Central IA BK meeting. My doctor wouldn't prescribe one for me - since it's known that I don't have a sting allergy. You may have a different experience.
16. Be aware of commercial restrictions (selling from home, zoning reqs., etc.)

### Things to Avoid

1. Do not keep too many colonies on a small city lot. We recommend no more than two hives when neighbors are close.
2. Avoid working bees during poor weather or poor nectar flow conditions.
3. Do not locate bees too close to your neighbor's property – especially his home or a walkway. Be aware of your bees' flight patterns in this regard.
4. Do not idly allow your bees to swarm. Swarming bees are frightening to the general public. Practice proper management and manipulation of colonies, especially in spring, to minimize the factors leading to swarming.
5. Avoid keeping aggressive colonies. Always requeen these with gentle stock.
6. Avoid stacking too many supers on your hives. Keep your beehives small by removing the surplus honey as the bees produce it. Bees become more aggressive when they have more to protect and defend.

### City Ordinances

Most places in IA are "bee-friendly", but not all places. There are a number of towns which have ordinances prohibiting beekeeping inside city limits. In some of these places, "colonies of honey bees" are specifically prohibited. In others, a more general language may be used in code: prohibition of "farm animals" or "agricultural animals" or "livestock". These are all buzzwords which should alert you. Check out [www.municode.com](http://www.municode.com) for all things municipal code ... including bee-related ordinances. If your town isn't included in the Municode directory, visiting your town's webpage and/or contacting your city attorney can usually get you pointed toward answers.

1. Research your city ordinances for references to honey bees, beekeeping, and phrases such as "any other agricultural animals."
2. If your city is planning to ban or severely restrict beekeeping, offer a reasonable model city ordinance for the city council's consideration. I have some documents which may assist.
3. When you are "fighting city hall", ask neighbors who appreciate your bees to call or write the city council to explain the benefits and lack of problems.
4. Recruit other local beekeepers or beekeeping organizations to write letters, telephone, and attend city council meetings when needed.
5. Letters to the editor of a local newspaper can also be effective in getting your view across.

**From:** Chad Quick <CQuick@altoona-iowa.com>  
**Sent:** Thursday, September 29, 2016 9:01 AM  
**To:** nvanhouten@cityofbondurant.com  
**Subject:** bee keeping in Altoona

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

Nicole,

In Altoona, although we don't currently have any beehives that we know of, we would consider them through a conditional use permit in the A-1 (Agricultural) zoning district. Let me know if you have any other questions.

Thanks, Chad

**Chad Quick**

City Planner

City of Altoona • 407 8<sup>th</sup> Street SE • Altoona, Iowa 50009

phone 515.967.5136, ext. 222 • fax 515.967.0842

[cquick@altoona-iowa.com](mailto:cquick@altoona-iowa.com)

[www.altoona-iowa.com](http://www.altoona-iowa.com)

Twitter: @CityofAltoonaIA



*Celebrating 150 years in 2018*

# Under the Zoning Code

8. Adult News racks: Any coin-operated machine or device which dispenses material substantially devoted to the depiction of "specified sexual activities" and "specified anatomical areas."
9. Adult Nightclub: Any club, cabaret, nightclub, bar, restaurant or similar establishment where an enclosed building or open-air facility is used for live performances which are characterized by the exposure of "specified sexual activities" and "specified anatomical areas" for observation by persons therein.
10. Sexual Encounter Center: A place provided by any business, agency or person where, for any form of consideration or gratuity, persons who are not all members of the same household, may congregate, assemble or associate for the purpose of engaging in sex act(s) or exposing "specified anatomical areas."

After Hours Business: Any business open during any time between the hours of two o'clock (2:00) A.M. to six o'clock (6:00) A.M. any day of the week and where patrons are allowed to bring their own beer and wine onto the business premises.

Agriculture: The use of land for agricultural purposes, including animal husbandry, apiculture, dairying, farming, floriculture, forestry, groves, horticulture, orchards, poultry husbandry, ranching, viticulture, and the necessary accessory uses for packing, treating or storing the produce; however, the operation of the accessory uses shall be subordinate to that of the normal agricultural activities.

Airport: The Des Moines International Airport.

Airport Elevation: The reference point of an airport's usable landing area measured in feet above mean sea level, which elevation is established to be 957.2 feet for the Des Moines International Airport.

Airport Hazard: Any structure, tree, or use of land which would exceed the federal obstruction standards as contained in 14 Code of Federal Regulations sections 77.21, 77.23, and 77.25 as revised March 4, 1972, and which obstruct the air space required for the flight of aircraft and landing or takeoff at an airport, or is otherwise hazardous to such landing or taking off of an aircraft.

Airspace Height: For the purpose of determining the height limits in all zones set forth in Section 17.20.050 and shown on the zoning map, the datum shall be mean sea level (M.S.L.) elevation unless otherwise specified.

Aliquot Part: A fractional part of a section within the United States public land survey system. Only the fractional parts one-half, one-quarter, one-half of one-quarter, or one-quarter of one quarter shall be considered an aliquot part of a section.

Alley: A private or public way, other than a street, twenty (20) feet or less in right-of-way width affording a secondary means of access to abutting property.

Amendment: A change in wording, context or substance of this ordinance, or a change in the zoning or district boundaries of the "Official Zoning Map", which is a part of this

## Nicole Van Houten

---

**From:** Tim Moerman <tmoerman@waukee.org>  
**Sent:** Thursday, September 29, 2016 3:03 PM  
**To:** Nicole Van Houten  
**Subject:** RE: Municipality Research

Nicole:

Upon further review... we do not have an ordinance regulating beekeeping.

Tim

---

**From:** Nicole Van Houten [<mailto:nvanhouten@cityofbondurant.com>]  
**Sent:** Thursday, September 29, 2016 10:33 AM  
**To:** Tim Moerman  
**Subject:** RE: Municipality Research

Is there anything formally in your City Code that I could see?

**Nicole Van Houten** | Administrative Assistant  
**City of Bondurant (pop 5,493)** | 200 2<sup>nd</sup> St NE Box 37  
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e: [nvanhouten@cityofbondurant.com](mailto:nvanhouten@cityofbondurant.com)  
[web](#) | [facebook](#) | [twitter](#)

---

**From:** Tim Moerman [<mailto:tmoerman@waukee.org>]  
**Sent:** Thursday, September 29, 2016 9:18 AM  
**To:** Nicole Van Houten  
**Subject:** RE: Municipality Research

Nicole:

Beekeeping is prohibited in Waukee.

Tim

---

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**Sent:** Wednesday, September 28, 2016 9:58 AM  
**To:** 'Altoona'; 'Ankeny'; 'Clive'; 'Grimes'; 'Johnston'; 'Norwalk'; 'Pleasant Hill'; 'Polk City'; 'Urbandale'; Tim Moerman; 'West Des Moines'  
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Mayor  
Allen Ihde

City of Bondurant  
101 Main Street  
Bondurant, Iowa 50035  
515-967-2418

Adm/Clerk  
Howard Hanson

Council  
Robert Stoll  
David Hamilton  
Larry Haines  
Roy Glosser  
Jerry Pritchard

Attorney  
Jim Brick

Engineer  
Shive-Hattery

USE OF THE CITY OF BONDURANT  
ATHLETIC FIELDS AND FACILITIES

ATTENTION: BONDURANT LITTLE LEAGUE BASEBALL, BONDURANT GIRLS  
SOFTBALL ASSOCIATION, AND BONDURANT SOCCER LEAGUE

---

We ask that all teams observe the following policies and procedures in order to facilitate the organization and constructive use of our athletic facilities.

1. All practice and game schedules must be approved through Mr. Howard Hansen at City Hall (967-2418).
  - a. All scheduled games will have precedence over all practices.
  - b. All make-up and/or rainouts will be rescheduled on the first open date.
2. Conduct of coaches, players and fans:
  - a. The organization that is using the field is entirely responsible for the conduct of all people attending their activity, if visiting teams or fans cause damage, leave a mess, etc., the sponsoring organization must take care of the problem and/or pay for damage or costs to have facilities put back in the original condition.
  - b. Coaches are to keep all persons off of the fences, dugouts, and backstops.
  - c. No Alcoholic Beverages are allowed on fields, in dugouts or in spectator areas.
  - d. Coaches and/or participants are not allowed to smoke in dugouts or on the playing field.
  - e. Coaches are to make certain that teams and fans display good sportsmanship. This includes no profanity, respecting umpire's decisions and conduct in the dugouts and or sidelines. Umpires have the authority to remove unruly players, coaches, and fans from the premises.
3. Field equipment
  - a. There are two sets of drop in bases, one for each field. Bases are marked on bottom, north for north field, south for south field.

- b. Bases, rakes, shovels and water hoses (all park and recreation equipment) must be kept locked in storage building when not in use.
- c. Do not remove home plates or pitchers rubber from field.
- d. Drop in bases cost \$65.00 per base. If you lose or break a base or any other city owned equipment, your organization must replace or pay the cost of replacement. Failure to do so will result in the termination of your organization having use of the facilities until payment has been made to the City of Bondurant.

#### 4. Storage Building

- a. Each organization will be issued one key at the beginning of their season upon receipt of a \$15.00 deposit. At the end of the season the key must be returned to Mr. Howard Hansen, at which time the \$15.00 deposit will be returned. If the key is not returned within five days of the end of the season, that organization will be responsible for the cost of replacing locks and keys.
- b. Put equipment back in its proper location.
- c. Help to keep building clean and in order.
- d. Each organization may store their equipment and supplies in the building as space permits during their season only. However, insurance only covers City owned equipment.

#### 5. Field Maintenance

- a. Each coach is responsible for the field preparation of lining base lines. The field drag is available for your use and is located behind one of the backstops. Do not drag field when wet or with road type vehicles. The City will normally have the fields drug. Please rake in batters box and pitching area after each game and practice.
- b. Organizations must furnish their own field lime.
- c. Do not use back stops for batting cages.

#### 6. Field and Grounds Clean-up

- a. After each game or practice, that team is responsible for field and bleacher clean up. The park has trash barrels and a dumpster to place refuse in.

#### 7. Parking

- a. All MOTORIZED VEHICLES (including mopeds, motorcycles, and ATV's) are to be kept in designated parking area between north and south entrances to park. No one is allowed to park on road by south field except for handicap vehicles, which is posted by each field.
- b. Only one vehicle will be allowed to haul equipment onto a field when field is good and dry. Any organization that drives on a wet field will be responsible for paying all costs to repair that field.

#### 8. Insurance

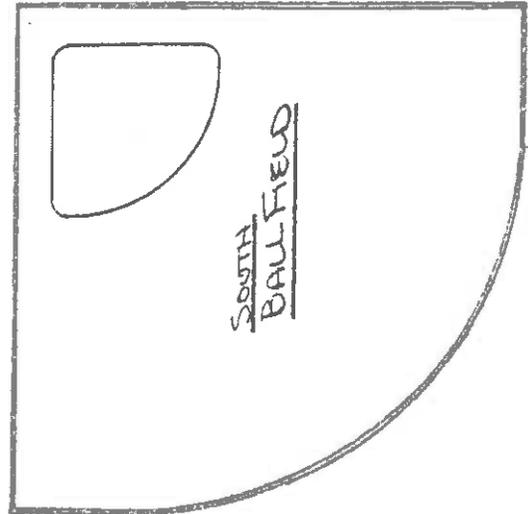
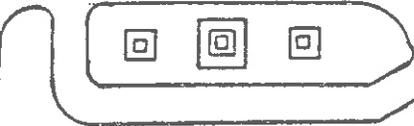
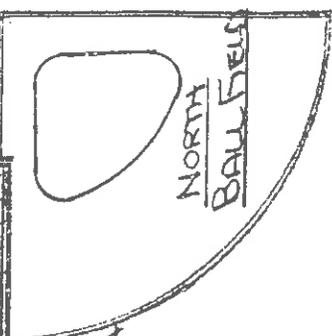
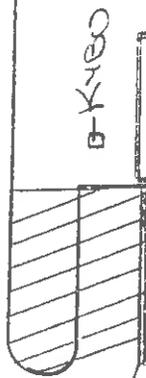
- a. Each organization is responsible for providing their own liability insurance. A copy of that insurance must be on file with City Clerk Howard Hansen unless waived by the Park Board.

9. Damage to Equipment and Park
  - a. Please report any damage or theft to City Hall at once.

HAVE A GOOD AND SAFE SEASON AND ENJOY OUR FACILITIES!!

BONDURANT PARK AND RECREATION BOARD

NE 80TH STREET



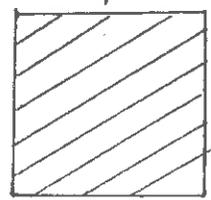
EXISTING POND

K-150

SHELTER HOUSE



PARKING AREAS



LAKE PETOCIA  
2/28/87