

Posting Date: November 4, 2016

**NOTICE OF A REGULAR MEETING
BONDURANT CITY COUNCIL
NOVEMBER 7, 2016**

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 p.m. on Monday, November 7, 2016, in the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open and the public is encouraged to attend.

AGENDA

1. Roll Call
2. Call to Order and Declaring a Quorum
3. Pledge of Allegiance
4. Abstentions declared
5. Perfecting and Approval of the Agenda
6. Consent Agenda:
All items listed below are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.
 - a. Approval of the City Council Meeting Minutes of October 17, 2016 & October 24, 2016
 - b. Receive and File - Planning & Zoning Commission Meeting Minutes of October 13, 2016
 - c. Receive and File - Parks & Rec. Board Meeting Minutes of September 15, 2016
 - d. Receive and File - Librarian Report
 - e. Claims Report
 - f. Tax Abatement Applications
 - g. Delinquent Account Listing and Utility Billing Bad Debt Listing
 - h. Liquor/Beer License Applications
7. Polk County Sheriff's Report
8. Guests requesting to address the City Council
9. **RESOLUTION NO. 16-172** - Resolution approving renewal of the City of Bondurant's Health Insurance Plan effective 12/1/16-01/01/2018
10. **PRESENTATION** - DART Forward, Amanda Wanke
11. **PRESENTATION** - East Polk Innovation Collaborative (EPIC), Alex Lynch
12. **HEARING** - Hold Hearing and Consider Resolution Authorizing and Providing for the Issuance of Not to Exceed \$5,000,000 Aggregate Principal Amount of Healthcare Facilities Revenue Refunding Bonds (Luther Park Heath Center, Inc. Project), Series 2016A and Approving the Execution of Documents Relating to the Series 2016A Bonds, and Related Matters
13. **RESOLUTION NO. 16-185** - Resolution Authorizing and Providing for the Issuance of Not to Exceed \$5,000,000 Aggregate Principal Amount of Healthcare Facilities Revenue Refunding Bonds (Luther Park Heath Center, Inc. Project), Series 2016A and Approving the Execution of Documents Relating to the Series 2016A Bonds, and Related Matters
14. **RESOLUTION NO. 16-186** - Resolution setting the date for the Public Hearing on Establishment of the Connection Fee District and Authorization of the Notices
15. **RESOLUTION NO. 16-187** - Resolution approving PFM Financial Planning Services Agreement

16. **RESOLUTION NO. 16-188** – Resolution approving the Memorial Items Policy
17. **RESOLUTION NO. 16-189** - Resolution approving the Bondurant Little League Lease
18. **RESOLUTION NO. 16-190** – Resolution approving the permit for the Pedaler’s Jamboree event
19. **RESOLUTION NO. 16-191** – Resolution approving City Council Meeting Dates for CY 2017
20. **RESOLUTION NO. 16-192** – Resolution of appreciation to the Polk County Sheriff’s Department for their donation to Bondurant Emergency Services
21. **RESOLUTION NO. 16-193** - Resolution supporting the Home Base Iowa Initiative
22. **RESOLUTION NO. 16-194** – Resolution approving Change Order #2 for RW Excavating and Dozing for the Gay Lea Wilson Trail Segment 3 Project
23. **ORDINANCE NO. 16-215** – (Third Reading) Ordinance amending Chapter 92, Water Rates, Removing the Elderly Service Availability Charge of \$3.57 Effective 1/1/17
24. **ORDINANCE NO. 16-216** – (Third 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
25. **ORDINANCE NO. 16-218** – (First Reading) Ordinance amending the City Code of the City of Bondurant, Iowa, by Amending Chapter 65 – Stop Required
26. **ORDINANCE NO. 16-219** – (First Reading) Ordinance amending the Zoning Code of the City of Bondurant, Iowa, by Amending Chapter 178 – District Regulations
27. Discussion Items –
 - a. Process for Evaluating City Administrator Consultant Proposals
28. **CLOSED SESSION** – Pursuant to Iowa Code 21.5.1(c) to discuss potential litigation
29. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. City Administrator
 - c. Council Members
 - d. City Attorney
30. Adjournment

City Council Meetings:

- Special Meeting, November 16, 2016 (Wednesday)
- Regular Meeting, November 21, 2016
- Regular Meeting, December 5, 2016
- Regular Meeting, December 19, 2016
- Regular Meeting, January 3, 2017 (Tuesday)

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
October 17, 2016 6:00 P.M.
Bondurant City Center

1. Roll Call

Present: Mayor Curt Sullivan, Council Member Jen Keeler, Council Member Wes Enos, Council Member Doug Elrod, Council Member Bob Peffer, Council Member Brian Lohse

City Officials

Present: City Administrator Mark Arentsen, City Clerk Shelby Hagan, City Attorney David Brick, Utility Clerk Misty Richardson-Kugler, Finance Director Lori Dunham, Library Director Jill Sanders, Recreation Coordinator Molly Rupert, Street Superintendent Ken Grove, Parks Superintendent Boyce Bailey, City Engineer Bob Veenstra

2. Call to Order and Declaring a Quorum

Council Member Enos called the meeting to order at 6:01 p.m. and declared a quorum.

3. Pledge of Allegiance

4. Abstentions declared - None.

5. Perfecting and Approval of the Agenda

Item #28b moved after Item #10.

Motion made by Peffer, seconded by Elrod, to amend the agenda. Vote on Motion 4-0. Motion declared carried unanimously.

Motion made by Peffer, seconded by Elrod, to approve the agenda as amended. Vote on Motion 4-0. Motion declared carried unanimously.

6. Consent Agenda:

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

- a. Approval of the City Council Meeting Minutes of October 3, 2016
- b. Receive and File - Planning & Zoning Commission Meeting Minutes of September 22, 2016
- c. Receive and File - Library Board Meeting Minutes of September 7, 2016 & Librarian Report
- d. Claims Report & Bondurant Financial Statement (emailed 10/12/16)
- e. Tax Abatement Applications
- f. FY2018 TIF Indebtedness Certification

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

7. Polk County Sheriff's Report – No report available.

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

9. **MOTION** – Merry & Bright Parade Route

Motion by Keeler, seconded by Peffer, to approve the Merry & Bright Parade Route. Vote on Motion 4-0. Motion declared carried unanimously.

10. **RESOLUTION NO. 16-172** – Resolution approving renewal of the City of Bondurant’s Health Insurance Plan effective 12/1/16-01/01/2018

RESOLUTION NO. 16-172 tabled until the next City Council meeting on Monday, November 7 due to the absence of the presenter.

Council Member Lohse arrived at 6:20 p.m.

28. Discussion Items –

b. Little League Lease – Tim Mullen, Little League President, explained to Council the edits the Little League Board recommends in the lease between the Bondurant Little League and the City of Bondurant. Council had questions and comments throughout the conversation. A resolution will appear on the next agenda to approve the lease after the modifications.

Motion by Enos, seconded by Peffer, to close the regular City Council meeting at 6:48 p.m. and move into the Public Hearing. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

11. **HEARING** – Hold Hearing and Consider Resolution Authorizing and Providing for the Issuance of Not to Exceed \$8,250,000 Aggregate Principal Amount of Healthcare Facilities Revenue Refunding Bonds (Luther Park Heath Center, Inc. Project), Series 2016B and Approving the Execution of Documents Relating to the Series 2016B Bonds, and Related Matters

No public comments.

Motion by Enos, seconded by Peffer, to close the Public Hearing at 6:49 p.m. and move back into the regular City Council meeting. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

12. **RESOLUTION NO. 16-173** – Resolution Authorizing and Providing for the Issuance of Not to Exceed \$8,250,000 Aggregate Principal Amount of Healthcare Facilities Revenue Refunding Bonds (Luther Park Heath Center, Inc. Project), Series 2016B and Approving the Execution of Documents Relating to the Series 2016B Bonds, and Related Matters

Dave Grossklaus, Dorsey & Whitney, explained to Council the process of the Series 2016B and Series 2016A Bonds. The 2016A Bonds will appear on the November 7 Council Agenda.

Motion by Enos, seconded by Peffer, to approve RESOLUTION NO. 16-173. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

13. **RESOLUTION NO. 16-174** – Resolution approving the Sankey Summit Final Plat

Motion by Enos, seconded by Peffer, to approve RESOLUTION NO. 16-174. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

14. **RESOLUTION NO. 16-175** – Resolution approving the Final Plat for Renaud Open Prairie

Motion by Enos, seconded by Lohse, to approve RESOLUTION NO. 16-175. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

15. **RESOLUTION NO. 16-176** – Resolution appointing Jake Nilles to the Polk County Aviation Authority

Motion by Peffer, seconded by Enos, to approve RESOLUTION NO. 16-176. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

16. **RESOLUTION NO. 16-177** – Resolution approving the Federal-Aid Agreement for Funding for a Transportation Alternatives Program (TAP) Project through Iowa's Living Roadways (ILR) Projects Program

Ted Bezdega, BDI Arts & Recreation Committee, explained the project to Council. The plan is to start in the Spring.

Motion by Enos, seconded by Peffer, to approve RESOLUTION NO. 16-177. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

17. **RESOLUTION NO. 16-178** – Resolution approving the acquisition of the Gay Lea Wilson Trail easements

Motion by Enos, seconded by Peffer, to approve RESOLUTION NO. 16-178. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

18. **RESOLUTION NO. 16-179** – Resolution approving the Site Plan for the High School Addition

Don Marner, Snyder & Associates, and Thad Long, SVPA, explained the addition to the Council.

Motion by Enos, seconded by Peffer, to approve RESOLUTION NO. 16-179. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

19. **RESOLUTION NO. 16-180** – Resolution approving the Annual Urban Renewal Report, Fiscal Year 2015-2016

Motion by Lohse, seconded by Enos, to approve RESOLUTION NO. 16-180. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

20. **RESOLUTION NO. 16-181** – Resolution Levying Assessment for Costs of Nuisance Abatement for 102 Third Street, Northeast, 103 Railroad Street, Southeast, and 209 Alpha Street, Northwest, Bondurant, Polk County, Iowa

Motion by Enos, seconded by Elrod, to approve RESOLUTION NO. 16-181. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

Council Member Elrod left the meeting at 7:22 p.m.

21. **RESOLUTION NO. 16-182** – Resolution Levying Assessment for Unpaid Delinquent Water

Motion by Enos, seconded by Peffer, to approve RESOLUTION NO. 16-182. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler. Nays: None. Absent: Elrod. Motion Carried 4-0.

22. **RESOLUTION NO. 16-183** – 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

Motion by Enos, seconded by Peffer, to approve RESOLUTION NO. 16-183. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler. Nays: None. Absent: Elrod. Motion Carried 4-0.

23. **RESOLUTION NO. 16-184** – Resolution approving Fund Transfers

Motion by Enos, seconded by Peffer, to approve RESOLUTION NO. 16-184. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler. Nays: None. Absent: Elrod. Motion Carried 4-0.

Council Member Elrod returned to the meeting at 7:26 p.m.

24. **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

Motion by Peffer, seconded by Lohse, to approve the second reading of ORDINANCE NO. 16-215. Roll Call: Ayes: Lohse, Peffer, Keeler, Elrod. Nays: Enos. Motion Carried 4-1.

25. **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

Motion by Peffer, seconded by Lohse, to approve the second reading of ORDINANCE NO. 16-216. Roll Call: Ayes: Lohse, Peffer, Keeler, Elrod. Nays: Enos. Motion Carried 4-1.

26. **ORDINANCE NO. 16-218** – (First Reading) Ordinance amending the City Code of the City of Bondurant, Iowa, by Amending Chapter 65 – Stop Required

Council would like more input from Greg Roth, and the possibility of more stop signs.

Motion by Lohse, seconded by Peffer, to table the first reading of ORDINANCE NO. 16-218. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

27. **ORDINANCE NO. 16-219** – (First Reading) Ordinance amending the City Code of the City of Bondurant, Iowa, by Amending Chapter 69 – Parking Regulations

Motion by Lohse, seconded by Peffer, to waive the first and second reading, and approve the third and final reading of ORDINANCE NO. 16-219. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

28. Discussion Items –

- a. Koester Development Financing – Jonathan Koester and Phillip Bleger introduced a conceptual plan of a mixed-use building for the City’s empty lot on First Street and Main Street. The building will contain twenty residential units and 7,000 square feet of commercial space. It will also contain a rooftop garden.
- c. Bulk Regulations – Council and the Planning and Zoning Commission will meet Monday, October 24 to discuss Bulk Regulations.
- d. Wolf Creek Sewer Issues – City Engineer Bob Veenstra explained to Council three options for a connection fee district.
- e. Beekeeping – Council Member Enos suggested we strike this from the agenda due to the absence of the resident.
- f. City Administrator Search Consultant Selection Process – RFP responses are due November 1, and it will be a discussion item on November 7.
- g. Polk County Minimum Wage Issues – Approved by the County, and will be made effective April 1. City Attorney Brick explained the City’s options.

Motion by Enos, seconded by Elrod, to close the regular City Council meeting at 8:47 p.m. and move into Closed Session. Roll Call: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

29. **CLOSED SESSION** – Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition

Mayor Sullivan closed the Closed Session and moved back into the regular City Council meeting at 9:11 p.m.

30. Reports / Comments and appropriate action thereon:

- c. Mayor – EPRD meeting on Wednesday.
- d. City Administrator – 12.73% increase in taxable valuation, Spook-tacular event this Saturday, Bondurant has one polling place for the upcoming Presidential Election.
- e. Council Members
 - Lohse – EPRD.
 - Peffer – None.
 - Enos – None.
 - Keeler – Inquired about the drinking fountains at the parks, CVB event, EPRD.
 - Elrod – Appreciated receiving the agenda a week early to better prepare for the meeting.
- f. City Attorney – None.

31. Adjournment

Moved by Pepper, seconded by Elrod, to adjourn the meeting at 9:17 p.m. Vote on Motion 5-0.
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 October 17, 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

BONDURANT CITY COUNCIL
AND
PLANNING & ZONING COMMISSION
SPECIAL MEETING
Minutes
October 24, 2016 6:00 P.M.
Bondurant City Center

1. Roll Call

Present: Mayor Curt Sullivan, Council Member Jen Keeler, Council Member Wes Enos, Council Member Doug Elrod, Council Member Bob Peffer, Commission Chair Dave Higgins, Commission Member Laura Wood, Commission Member Karen Hudson, Commission Member Jeff Kromrie

Absent: Council Member Brian Lohse

City Officials

Present: City Administrator Mark Arentsen, City Clerk Shelby Hagan

2. Call to Order and Declaring a Quorum

Mayor Curt Sullivan called the meeting to order at 6:03 p.m. and declared a quorum.

3. Perfecting and Approval of the Agenda

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

4. Discussion Items –

a. Bulk Regulations – Council and Commission Members discussed the current Bulk Regulations in the Zoning Code, and compared them to similar Cities in Iowa and Cities around the metro. Council and the Commission agreed on changes in the R-1 and R-2 zoning regulations. A resolution with the amendments will appear on the October 27 Planning and Zoning Commission meeting; after approval, the resolution will be forwarded to the City Council as an ordinance.

5. Reports / Comments and appropriate action thereon:

a. Mayor – None.

b. City Administrator – Stop Signs on Tailfeather Drive, Northwest and Deer Ridge Drive, Northwest.

c. Council Members

Peffer – None.

Enos – None.

Keeler – None.

Elrod – Good joint meeting.

d. Commission Chair – Refer to our Comprehensive Plan when deciding on Stop Sign locations and Speed Limits; collector streets.

e. Commission Members

Wood – None.

Hudson – None.

Kromrie – None.

6. Adjournment

Moved by Peffer, seconded by Keeler, to adjourn the meeting at 7:19 p.m. Vote on Motion 4-0. 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 October 24, 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
October 13, 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 Brian Clayton, Commission Member Laura Wood, Commission Member Tamara Russell

Absent: Commission Member Roy McCleary, Commission Member Karen Hudson

City Officials

Present: City Administrator Mark Arentsen, City Clerk Shelby Hagan

3. Perfecting and Approval of the Agendas

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

4. Approval of the Commission Minutes

Moved by Wood, seconded by Clayton, to approve the September 22, 2016 minutes. Vote on Motion 5-0. Motion declared carried unanimously.

5. Guests requesting to address the Commission – None.

6. RESOLUTION NO. PZ-16-37 – Resolution approving the Site Plan for the High School Addition

Moved by Clayton, seconded by Wood, to approve RESOLUTION PZ-16-37. Roll Call: Ayes: Kromrie, Higgins, Russell, Wood, Clayton. Nays: None. Absent: Hudson, McCleary. Motion Carried 5-0.

7. RESOLUTION NO. PZ-16-38 – Resolution approving the Final Plat for Renaud's Open Prairie

Moved by Russell, seconded by Clayton, to approve RESOLUTION PZ-16-38. Roll Call: Ayes: Kromrie, Higgins, Russell, Wood, Clayton. Nays: None. Absent: Hudson, McCleary. Motion Carried 5-0.

8. Discussion Items –

- a. Bulk Regulation – Joint meeting with City Council on Monday, October 24, 2016.

9. Reports and Comments

a. Commission Member Comments

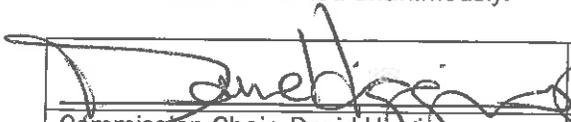
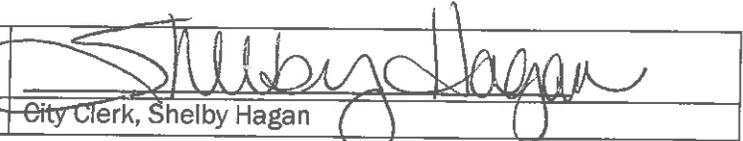
Commission Member Clayton – Questioned if Centurylink is using copper or fiber for the High School.

Commission Member Kromrie – Inquired about the Gay Lea Wilson Trail Segment 3.

Commission Member Wood – Questioned the exterior of the Arbor Ridge Villas.
Commission Member Russell – Inquired about the Engineer's comments regarding the Stop Signs on Lincoln Street, Northeast.
b. Commission Chair Comments – None.
c. City Administrator Comments – Two applicants applied for the vacant Commission position; will interview them both next meeting.

10. Adjournment

Moved by Clayton, seconded by Wood, to adjourn the meeting at 6:28 p.m. Vote on Motion 5-0.
Motion declared carried unanimously.

	
Commission Chair, David Higgins	City Clerk, Shelby Hagan

Meeting No. 16-09

**CITY OF BONDURANT
PARKS AND RECREATION BOARD
MINUTES**

September 15, 2016

A Regular meeting of the City of Bondurant Parks and Recreation Board was held at City Hall, 200 2nd Street, Northeast, Polk County, Iowa on September 15, 2016, at 6:00 p.m.

Present: Board Member Bryant Arns
 Board Member Michele Hartzler
 Board Member Jason Holst
 Board Chair Joe Van Horn
 Board Member Dennis Lyman
 Recreation Coordinator Molly Rupert
 Utility Billing Clerk Misty Richardson-Kugler
 City Administrator Mark Arentsen

Absent: Board Member Marian Collison
 Board Member Jessi Cassler

Notice of the meeting was posted at the Bondurant City Center, Casey's General Stores, Legacy Bank and the Bondurant Post Office on September 13, 2016. All proceedings hereafter shown were taken while the convened meeting was open to the public.

Board Chair Van Horn called the meeting to order at 6:00 p.m. A quorum was present.

Motion made by Board Member Holst, seconded by Board Member Hartzler, to approve the Parks and Recreation Board Agenda from September 15, 2016. Roll call: Ayes: 5. Nays: 0. Motion carried.

Motion made by Board Member Holst, seconded by Board Member Arns, to approve the Parks and Recreation Board Minutes from August 18, 2016. Roll call: Ayes: 5. Nays: 0.

Iowa Interactive- Park Board reviewed and is in support of online registration through Iowa Interactive.

Memorial items on City property- Board Member Arns suggested changing the wording under "Naming Rights" and "Donation Recognition" to state that the city MAY agree. Board is in support of the policy.

Reap Grant- City Administrator Arentsen will have an update regarding this grant at the October 20 meeting.

Budget Review- Board Chair Van Horn questioned the park donations.

BRSC Update- Little League could possibly handle all operations for the 2017 year. City Administrator will know more by the October 20 Parks & Rec. meeting.

Lake Petocka Restrooms- Construction is complete, one door in female restroom needs fixed. Restrooms will be winterized for the winter. Porta potty will stay in current location.

Event Reports- Movie in the park went over well. Recreation Coordinator Rupert would like to reach out to sponsors to have more movies per year. Punt, Pass and Kick had 16 kids sign up and 6 of them are going to nationals. New electronic sign will be going up soon in front of 100 2nd St. NE. Bondu Spooktacular is October 22 and volunteers are needed.

The following items were discussed as part of the Recreation Coordinators comments:

- No Comment

The following items were discussed as part of the Board Member's comments:

- No Comment

The following items were discussed as part of the City Administrator's comments:

- To fulfill requirements for a grant, 1 1/2 acres of native vegetation needs to be planted. Location was chosen for Lake Petocka behind field "0". \$5000.00 for 1st year includes management, cleaning up the swale and seeding, maintenance for 2nd year will be \$2000.00 and 3rd year will be \$1000.00 or less. Board reviewed prices and location and is in support. City Administrator Arentsen will be calling companies references. Utility Clerk Richardson-Kugler questions if anything was guaranteed.
- Staking on Grant street has started for the trail. Work is starting at Brick Street and working North up to 5th St. SE then will proceed up Main to the Depot.

Board Chair Van Horn adjourned the meeting at 6:40 p.m.

A Regular meeting will be held on Thursday, October 20, 2016, at 6:00 p.m.

Misty Richardson-Kugler
Administrative Assistant

ATTEST:

Joe Van Horn
Board Chair

Librarian items-November

- ❖ Children's Librarian Margaret and I participated in Morris Elementary Literacy Night on October 27th. This was the second year for this event. We highlighted TumbleBooks (on-line children's books that read along with and to a child that are available on the library's website) with one playing in the room and handed out other information about services the library offers. And, we had a fall activity to do with the families.
- ❖ Librarian Margaret, Michell and I collaborated with Courtyard Estates for a community Halloween party on October 29th. Held at Courtyard so that the residents had the opportunity to help with the activities and hand out treats. Stories and activities were planned with all dressing up in costume. A Charlie Brown and the Great Pumpkin theme was planned.
- ❖ During Fire Prevention Week the library collaborated with Chief Krueger and his staff to talk to children about fire safety. On Tuesday story time on October 11th, Chief brought a fire truck and to show to the children, but before they could get started they had a call and had to leave. It was very exciting to see how fast they could all move. On Wednesday the 12th we tried again at the Wolf Creek Story Time Outreach and 17 children and adults enjoyed learning about fire safety.
- ❖ The library has about 20 Learning Kits that were purchased upon completion of the new building several years ago. We have recently revamped these kits. Over time pieces became missing, video needed to be upgraded from VHS to DVD and some items were just worn out. I have gone through each kit and upgraded and ordered new items. Cost to do this was right at \$500 but we have almost brand new kits to check out to the community and they have begun to circulate to our patrons again.
- ❖ Something to be considered as we approach budget time, is the furniture in the area by the fireplace. The long bench next to the fireplace is starting to become much worn. I have consulted Ken Jones and he has stopped to look at it and it looks like his crew would be able to reupholster it. I will advise when he knows cost. The red chairs are also showing wear and we will need to consider replacing the next year or so.
- ❖ Iowa Library Association Conference was exceptional as always. Held in Dubuque this year it contained two full days of continuing education, nationally known speakers and networking with vendors and other librarians. Just a few of the sessions I attended included: Dealing with problem patrons, programming, how to hold a cemetery walk, library safety and much more. Thank you for the opportunity to attend.
- ❖ While I was gone at ILA Protex Central (fire alarm monitoring company) inspected the system and found no issues.
- ❖ Library staff has been dealing with some unruly teenagers after school. We are working with parents and Polk County Sheriff to address the issue.
- ❖ I attended the annual State Library Town Hall Meeting in Johnston on October 5th
- ❖ The annual State Library report is normally due at the end of October, but this year due to some problems that the State Library had no control over the report has just been released at the end of



October for libraries to begin work on. New deadline for the report will be the end of December. Much of the information I gather for the annual report to the City Council is from this report. So I expect I will have that ready for City Council by end of November.

- ❖ I have scheduled CPR/AED and First Aid training for all the staff, except myself (I will run the library) on November 30th and December 7th. Michell was scheduled for this training in October and the instructor was sick and had to cancel twice. The rest of the staff's certification has expired so I have worked with her to give the class to the entire staff here at the library. City staff has also been invited to attend also, as up to twelve can participate at one time.

Stats for October

- Total Circulation for the month 4834, 2762 last year at this time.
- On-line usage (e-Books, Downloadable music, Tumblebooks, Freegal (music), Reference USA, EBSCO, Learning Express and Zinio (magazines) 1970, 410 last year, much of this increased usage is expanded Tumblebook (children's on-line books) service and increased usage on EBSCO Host (magazine & journal article database).
- Door Count 2758, 2259 last year.
- Assisting patrons by phone, with the catalog, computers, etc. 282, 458 last year.
- Story times 18 were held with 164 in attendance, last year 129 attended 19 story times.
- Outreach to Daycare and preschools 381, 557 last year, this decrease is due to a programming change with the Library Link outreach (collaborative early literacy program with Morris elementary held once a month), the programming is only reaching one grade at school instead of 2.
- Total programming attendance for adults, youth and children 895 last year 970.
- Website visits 683, last year 476.
- Internet usage in house was 256, last year 275, 114 Wi-Fi users 77 last year, 0 iPad users.
- Meeting room usage 18(does not include library programs) last year 20.
- Issued 28 new library cards Last year we issued 25 cards during the month of October.
- The library did 5 requests for materials from other libraries and provided 35 to other libraries.
- 98 items were added to the collection and 540 were removed.

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1			LEGACY BANK				
49999	10/21/2016	3129	MARGARET L CHRISTIAN	535.27			
50000	10/21/2016	5103	PATRICK COLLISON	1486.36			

				2021.63			
			ACH TRANSACTIONS				
163201	10/21/2016	8402	MARK J ARENTSEN	2323.51			
163301	10/21/2016	7104	BOYCE E BAILEY	1174.88			
163401	10/21/2016	3118	JENNIFER CAMPBELL	1062.95			
163501	10/21/2016	5113	LORI DUNHAM	1451.73			
163601	10/21/2016	4140	SARA M FISCHER	103.68			
163701	10/21/2016	7101	KENNETH E GROVE	1271.67			
163801	10/21/2016	5118	SHELBY HAGAN	1142.49			
163901	10/21/2016	7105	DAVID HIGGINS	934.93			
164001	10/21/2016	4135	JOSH D JONES	260.29			
164101	10/21/2016	3135	MICHELL M KLINKER-FELD	472.94			
164201	10/21/2016	1441	AARON M KREUDER	1743.14			
164301	10/21/2016	7106	JASON L MCGRANN	1039.67			
164401	10/21/2016	1504	REBECCA L MORRIS	724.39			
164501	10/21/2016	3130	MARILYN M O'BRIEN	1065.01			
164601	10/21/2016	5119	MISTY L RICHARDSON-KUGLER	200.00			
164602	10/21/2016	5119	MISTY L RICHARDSON-KUGLER	5.00			
164603	10/21/2016	5119	MISTY L RICHARDSON-KUGLER	815.30			
164701	10/21/2016	5122	MOLLY E RUPERT	975.26			
164801	10/21/2016	3128	JILL C SANDERS	1379.18			
164901	10/21/2016	1478	PATRICIA E SMITH	357.16			
165001	10/21/2016	5121	NICOLE M VAN HOUTEN	1012.18			
165101	10/21/2016	4132	JANETTE L YOUNG	172.80			

				19688.16			
			BANK TOTAL	21709.79			
			REPORT TOTAL	21709.79			

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1			LEGACY BANK				
50010	11/04/2016	3129	MARGARET L CHRISTIAN	523.53			
50011	11/04/2016	5103	PATRICK COLLISON	1673.30			

				2196.83			
			ACH TRANSACTIONS				
165201	11/04/2016	8402	MARK J ARENTSEN	2323.51			
165301	11/04/2016	7104	BOYCE E BAILEY	1133.63			
165401	11/04/2016	3118	JENNIFER CAMPBELL	1202.76			
165501	11/04/2016	5113	LORI DUNHAM	1451.73			
165601	11/04/2016	4140	SARA M FISCHER	129.59			
165701	11/04/2016	7101	KENNETH E GROVE	1271.67			
165801	11/04/2016	5118	SHELBY HAGAN	1142.49			
165901	11/04/2016	7105	DAVID HIGGINS	1113.99			
166001	11/04/2016	4135	JOSH D JONES	218.00			
166101	11/04/2016	3135	MICHELL M KLINKER-FELD	506.93			
166201	11/04/2016	1441	AARON M KREUDER	1743.14			
166301	11/04/2016	7106	JASON L MCGRANN	1039.67			
166401	11/04/2016	1504	REBECCA L MORRIS	657.32			
166501	11/04/2016	3130	MARILYN M O'BRIEN	987.43			
166601	11/04/2016	5119	MISTY L RICHARDSON-KUGLER	200.00			
166602	11/04/2016	5119	MISTY L RICHARDSON-KUGLER	5.00			
166603	11/04/2016	5119	MISTY L RICHARDSON-KUGLER	815.30			
166701	11/04/2016	5122	MOLLY E RUPERT	975.26			
166801	11/04/2016	3128	JILL C SANDERS	1379.18			
166901	11/04/2016	1478	PATRICIA E SMITH	380.55			
167001	11/04/2016	5121	NICOLE M VAN HOUTEN	1012.18			
167101	11/04/2016	4132	JANETTE L YOUNG	172.80			

				19862.13			
			BANK TOTAL	22058.96			
			REPORT TOTAL	22058.96			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
A-34719	1	11/08/16	11/08/16	LEGACY BANK 1715 A KING'S THRONE KYBOS	190.00	001	001-430-6415	1
				INVOICE TOTAL	190.00			
				VENDOR TOTAL	190.00			
19527045	1	11/08/16	11/08/16	1473 ACCESS SYSTEMS LEASING COPIER	499.28	001	001-410-6499	1
	2			SERVER, THIN CLIENT SUPPO	382.00	001	001-410-6725	1
				INVOICE TOTAL	881.28			
				VENDOR TOTAL	881.28			
016/134849	1	11/08/16	11/08/16	11 ALTOONA FIRE DEPT AMBULANCE ADMIN	350.00	001	001-160-6413	1
				INVOICE TOTAL	350.00			
594/134524	1	11/08/16	11/08/16	AMBULANCE DOS 10/8/16	250.00	001	001-160-6413	1
				INVOICE TOTAL	250.00			
				VENDOR TOTAL	600.00			
376685	1	11/08/16	11/08/16	20 ALTOONA ACE HARDWARE NUTS, BOLTS, SPRAY PAINT	20.78	600	600-811-6507	1
				INVOICE TOTAL	20.78			
377715	1	11/08/16	11/08/16	SOCKET, WRENCH SET	229.99	110	110-210-6504	1
				INVOICE TOTAL	229.99			
				VENDOR TOTAL	250.77			
0526107200	1	11/08/16	11/08/16	1965 AMERIHEALTH CARITAS IOWA REIMB MEDICARE COINSURAN JOAN STEVENSON 16-244	85.62	001	001-160-6450	1
				INVOICE TOTAL	85.62			
				VENDOR TOTAL	85.62			
8079	1	11/08/16	11/08/16	37 ARDICK EQUIPMENT COMPANY TRUCK DECALS	208.00	110	110-210-6332	1
				INVOICE TOTAL	208.00			
				VENDOR TOTAL	208.00			
11072016	1	11/08/16	11/08/16	1056 MARK ARENTSEN MILEAGE ALLOW NOV 2016	165.00	001	001-621-6240	1
	2			MILEAGE ALLOW NOV 2016	165.00	600	600-812-6240	1
	3			MILEAGE ALLOW NOV 2016	170.00	610	610-817-6240	1
				INVOICE TOTAL	500.00			
				VENDOR TOTAL	500.00			

48 BAKER & TAYLOR

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
0002857801	1	11/08/16	11/08/16	48 BAKER & TAYLOR BOOK CREDIT-7	82.81- 82.81-	001 001-410-6502	1
				INVOICE TOTAL			
2032294780	1	11/08/16	11/08/16	BOOKS-17	219.47 219.47	001 001-410-6502	1
				INVOICE TOTAL			
2032324363	1	11/08/16	11/08/16	BOOKS-20	281.86 281.86	001 001-410-6502	1
				INVOICE TOTAL			
2032325986	1	11/08/16	11/08/16	BOOKS-46	515.04 515.04	001 001-410-6502	1
				INVOICE TOTAL			
2032337619	1	11/08/16	11/08/16	BOOKS-12	162.78 162.78	001 001-410-6502	1
				INVOICE TOTAL			
2032340305	1	11/08/16	11/08/16	BOOKS-9	123.44 123.44	001 001-410-6502	1
				INVOICE TOTAL			
				VENDOR TOTAL	1,219.78		
10152016	1	11/08/16	11/08/16	1003 BONDURANT CHAMBER OF COMMERCE LUNCH & LEARN-SANDERS	10.00	001 001-410-6230	1
	2			LUNCH & LEARN-CAMPBELL	10.00	001 001-410-6230	1
				INVOICE TOTAL	20.00		
				VENDOR TOTAL	20.00		
82296530	1	11/08/16	11/08/16	1537 BOUND TREE MEDICAL LLC BP CONNECTOR	20.79 20.79	001 001-160-6507	1
				INVOICE TOTAL			
				VENDOR TOTAL	20.79		
98344838	1	11/08/16	11/08/16	1484 BSN SPORTS INC BASKETBALL EQUIPMENT	1,435.25 1,435.25	001 001-430-6598	1
				INVOICE TOTAL			
				VENDOR TOTAL	1,435.25		
33	1	11/08/16	11/08/16	1282 JENNIFER CAMPBELL MILEAGE REIMB-JUNE	11.88 11.88	001 001-410-6580	1
				INVOICE TOTAL			
				VENDOR TOTAL	11.88		
425886	1	11/08/16	11/08/16	84 CARPENTER UNIFORM & PROMOTION BADGE	64.00	001 001-150-6181	1
	2			BADGE	64.00	001 001-160-6181	1
				INVOICE TOTAL	128.00		
				VENDOR TOTAL	128.00		

702 CASEYS GENERAL STORES

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
702 CASEYS GENERAL STORES								
22161 1016	1	11/08/16	11/08/16	FUEL	48.81	600	600-811-6331	1
	2			FUEL	48.80	610	610-816-6331	1
				INVOICE TOTAL	97.61			
				VENDOR TOTAL	97.61			
1515 CENTURYLINK								
9670082\10	1	11/08/16	11/08/16	SERVICES	68.99	610	610-816-6373	1
				INVOICE TOTAL	68.99			
9672418\10	1	11/08/16	11/08/16	SERVICES	309.56	001	001-650-6373	1
				INVOICE TOTAL	309.56			
9672668\10	1	11/08/16	11/08/16	SERVICES	65.80	001	001-410-6373	1
	2			SERVICES	164.94	001	001-410-6419	1
				INVOICE TOTAL	230.74			
9674790\10	1	11/08/16	11/08/16	SERVICES	237.77	001	001-410-6373	1
				INVOICE TOTAL	237.77			
9674902\10	1	11/08/16	11/08/16	SERVICES	109.73	001	001-150-6373	1
	2			SERVICES	109.72	001	001-160-6373	1
				INVOICE TOTAL	219.45			
9675778\10	1	11/08/16	11/08/16	SERVICES	82.98	110	110-210-6373	1
				INVOICE TOTAL	82.98			
				VENDOR TOTAL	1,149.49			
1228 CINTAS CORPORATION #762								
762477593	1	11/08/16	11/08/16	LAUNDRY 10/4/16	28.38	001	001-650-6409	1
	2			LAUNDRY 10/4/16	39.54	110	110-210-6499	1
	3			LAUNDRY 10/4/16	13.87	001	001-150-6499	1
				INVOICE TOTAL	81.79			
762480311	1	11/08/16	11/08/16	LAUNDRY 10/18/16	28.38	001	001-650-6409	1
	2			LAUNDRY 10/18/16	39.54	110	110-210-6499	1
	3			LAUNDRY 10/18/16	19.41	001	001-150-6499	1
				INVOICE TOTAL	87.33			
762483019	1	11/08/16	11/08/16	LAUNDRY 11/1/16	28.38	001	001-650-6409	1
	2			LAUNDRY 11/1/16	39.54	110	110-210-6499	1
	3			LAUNDRY 11/1/16	19.41	001	001-150-6499	1
				INVOICE TOTAL	87.33			
				VENDOR TOTAL	256.45			
96 CITY OF ALTOONA								
10202016	1	11/08/16	11/08/16	BUCKET TRUCK TRAINING-KG	72.09	110	110-210-6230	1
				INVOICE TOTAL	72.09			
				VENDOR TOTAL	72.09			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				843 CITY OF WEST DES MOINES				
CE-2017-23	1	11/08/16	11/08/16	METRO HOME IMPRV REHAB M	20,000.00	001	001-520-6210	1
	2			METRO HOME IMPRV ADMIN F	7,014.00	001	001-520-6210	1
				INVOICE TOTAL	27,014.00			
				VENDOR TOTAL	27,014.00			
				1835 COLIBRI SYSTEMS NORTH AMERICA				
11558	1	11/08/16	11/08/16	COLIBRI COVERS	321.33	001	001-410-6506	1
				INVOICE TOTAL	321.33			
				VENDOR TOTAL	321.33			
				134 DEMCO				
5974071	1	11/08/16	11/08/16	NOTEBOOKS,BOOKMARKS,PUZZ SIGN HOLDERS,DATER	114.83	001	001-410-6506	1
				INVOICE TOTAL	114.83			
5977077	1	11/08/16	11/08/16	ZIPPER POUCH-6,H-BANDS	82.18	001	001-410-6506	1
				INVOICE TOTAL	82.18			
5981298	1	11/08/16	11/08/16	BOOKMARKS	24.24	001	001-410-6599	1
	2			ZIPPER POUCH-16	183.37	001	001-410-6506	1
				INVOICE TOTAL	207.61			
5984697	1	11/08/16	11/08/16	LABEL PROTECTORS	90.32	001	001-410-6506	1
				INVOICE TOTAL	90.32			
				VENDOR TOTAL	494.94			
				145 DIAM PEST CONTROL				
448651	1	11/08/16	11/08/16	PEST CONTROL	75.00	001	001-650-6499	1
				INVOICE TOTAL	75.00			
448658	1	11/08/16	11/08/16	PEST CONTROL	75.00	001	001-150-6499	1
				INVOICE TOTAL	75.00			
448662	1	11/08/16	11/08/16	PEST CONTROL	75.00	110	110-210-6499	1
				INVOICE TOTAL	75.00			
				VENDOR TOTAL	225.00			
				144 DES MOINES WATER WORKS				
3300020\10	1	11/08/16	11/08/16	WHOLESALE WATER COST	9,626.10	600	600-812-6413	1
	2			REVENUE BOND-PRINCIPAL	4,647.09	600	600-812-6802	1
	3			REVENUE BOND-INTEREST	1,533.27	600	600-812-6852	1
				INVOICE TOTAL	15,806.46			
3300030\10	1	11/08/16	11/08/16	WHOLESALE WATER COST	11,033.63	600	600-812-6413	1
				INVOICE TOTAL	11,033.63			
5430830\10	1	11/08/16	11/08/16	AVAIL FEE 7950 NE 70TH	22.00	600	600-812-6413	1
				INVOICE TOTAL	22.00			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
8602170\10	1	11/08/16	11/08/16	WATER SAMPLES	205.00	600	600-811-6389	1
				INVOICE TOTAL	205.00			
				VENDOR TOTAL	27,067.09			
4866092-00	1	11/08/16	11/08/16	156 ELECTRICAL ENGINEERING & EQUIP MINI-SCREWDRIVER-3	26.04	600	600-811-6727	1
				INVOICE TOTAL	26.04			
				VENDOR TOTAL	26.04			
12052	1	11/08/16	11/08/16	1941 EMS PROFESSIONALS INC GAIT BELT-3	22.95	001	001-160-6507	1
				INVOICE TOTAL	22.95			
				VENDOR TOTAL	22.95			
42-90366	1	11/08/16	11/08/16	1079 FAST SIGNS YARD STAKES, SIGNAGE-CHEM APPLICATION	381.25	001	001-430-6320	1
				INVOICE TOTAL	381.25			
				VENDOR TOTAL	381.25			
000340	1	11/08/16	11/08/16	985 FIRE SERVICE TRAINING BUREAU HMO/FF1 CERT-PARSONS, CEL	100.00	001	001-150-6230	1
				INVOICE TOTAL	100.00			
				VENDOR TOTAL	100.00			
0154 1016	1	11/08/16	11/08/16	1069 FIRST NATIONAL BANK OMAHA AMAZON-BOOKS	869.45	001	001-410-6502	1
	2			AMAZON-SUPPLIES	47.99	001	001-410-6599	1
	3			GRAND HARB HOTEL-CONFERE	90.65	001	001-410-6240	1
	4			AMAZON-LIFEPROOF CASE-PC	20.21	600	600-811-6373	1
	5			LEAGUE OF CITIES BUDGET	40.00	001	001-621-6240	1
	6			GROWING FAMILY FUN-HAYRA	60.00	001	001-430-6599	1
				INVOICE TOTAL	1,128.30			
				VENDOR TOTAL	1,128.30			
103003242	1	11/08/16	11/08/16	772 FRANCO TYP-POSTALIA INC POSTAGE METER INK CARTRI	38.21	001	001-621-6506	1
	2			POSTAGE METER INK CARTRI	38.21	600	600-812-6506	1
	3			POSTAGE METER INK CARTRI	38.20	610	610-817-6506	1
				INVOICE TOTAL	114.62			
				VENDOR TOTAL	114.62			
G246977	1	11/08/16	11/08/16	1142 HD SUPPLY WATERWORKS LTD METER TAPE	75.60	600	600-811-6727	1
				INVOICE TOTAL	75.60			
G300254	1	11/08/16	11/08/16	MARKING FLAGS	60.00	600	600-811-6507	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
	2			MARKING FLAGS	40.00	741 741-865-6507	1
				INVOICE TOTAL	100.00		
				VENDOR TOTAL	175.60		
0144754	1	11/08/16	11/08/16	202 HILLTOP TIRE SERVICE TIRE REPAIR-BATWING MOWE	26.88	001 001-430-6350	1
				INVOICE TOTAL	26.88		
				VENDOR TOTAL	26.88		
7129	1	11/08/16	11/08/16	1966 HIREQUALITY HR SOLUTIONS HARASSMENT TRAINING	262.50	001 001-160-6230	1
	2			HARASSMENT TRAINING	262.50	001 001-150-6230	1
				INVOICE TOTAL	525.00		
				VENDOR TOTAL	525.00		
w17399	1	11/08/16	11/08/16	1964 SCHRODER TRANSPORTATION SRVCS DOT INSPECT,OIL CHANGE,B 2006 INTERNATIONAL	652.45	110 110-210-6350	1
				INVOICE TOTAL	652.45		
w17481	1	11/08/16	11/08/16	REPAIR STROBES-1999 INTL	495.89	110 110-210-6350	1
				INVOICE TOTAL	495.89		
				VENDOR TOTAL	1,148.34		
200002551	1	11/08/16	11/08/16	932 IAMU MUNICIPAL UTILITY LAW-MR	25.00	600 600-812-6230	1
	2			MUNICIPAL UTILITY LAW-MR	25.00	610 610-817-6230	1
	3			MUNICIPAL UTILITY LAW-MR	25.00	741 741-865-6230	1
	4			MUNICIPAL UTILITY LAW-MR	25.00	670 670-840-6230	1
				INVOICE TOTAL	100.00		
				VENDOR TOTAL	100.00		
368628 17	1	11/08/16	11/08/16	1057 ICMA MEMBERSHIP RENEWAL1/1-12	351.11	001 001-621-6220	1
	2			MEMBERSHIP RENEWAL1/1-12	351.10	600 600-812-6220	1
	3			MEMBERSHIP RENEWAL1/1-12	351.10	610 610-817-6220	1
				INVOICE TOTAL	1,053.31		
				VENDOR TOTAL	1,053.31		
36271	1	11/08/16	11/08/16	224 IOWA DEPT OF TRANSPORTATION ICE MELT	43.10	001 001-650-6507	1
	2			ICE MELT	43.10	001 001-410-6507	1
	3			ICE MELT	344.80	110 110-210-6507	1
				INVOICE TOTAL	431.00		
				VENDOR TOTAL	431.00		

210 IMWCA

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
INV62891	1	11/08/16	11/08/16	210 IMWCA WORK COMP PREM 16-17 #6	6,559.00 6,559.00	112 112-621-6160	1
				INVOICE TOTAL			
				VENDOR TOTAL	6,559.00		
1Z07411	1	11/08/16	11/08/16	251 KEYSTONE LABORATORIES COLIFORM SAMPLES	292.00 292.00	600 600-811-6389	1
				INVOICE TOTAL			
1Z09427	1	11/08/16	11/08/16	251 KEYSTONE LABORATORIES COLIFORM SAMPLES	72.00 72.00	600 600-811-6389	1
				INVOICE TOTAL			
				VENDOR TOTAL	364.00		
20565	1	11/08/16	11/08/16	1655 LAWN DOCTOR OF ANKENY-ALTOONA FERTILIZER APPLC-CITY PA	177.00 177.00	001 001-430-6320	1
				INVOICE TOTAL			
				VENDOR TOTAL	177.00		
642119	1	11/08/16	11/08/16	599 MICROMARKETING LLC UNCD-8	322.42 322.42	001 001-410-6502	1
				INVOICE TOTAL			
642452	1	11/08/16	11/08/16	599 MICROMARKETING LLC UNCD-3	129.99 129.99	001 001-410-6502	1
				INVOICE TOTAL			
				VENDOR TOTAL	452.41		
11062016	1	11/08/16	11/08/16	1153 JILL MOLAND CLEANING	500.00 500.00	001 001-650-6499	1
				INVOICE TOTAL			
				VENDOR TOTAL	500.00		
0638287-IN	1	11/08/16	11/08/16	308 MUNICIPAL SUPPLY BRASS PARTS-PETOCKA BATH	49.65 49.65	335 335-430-6797	1
				INVOICE TOTAL			
0638288-IN	1	11/08/16	11/08/16	308 MUNICIPAL SUPPLY 1" METER	243.80 243.80	600 600-811-6727	1
				INVOICE TOTAL			
0638586-IN	1	11/08/16	11/08/16	308 MUNICIPAL SUPPLY BRASS BUSHINGS-WINTERIZE	11.10 11.10	001 001-430-6310	1
				INVOICE TOTAL			
0638990-IN	1	11/08/16	11/08/16	308 MUNICIPAL SUPPLY METERS-90	10,800.00 10,800.00	600 600-811-6727	1
				INVOICE TOTAL			
0639852-IN	1	11/08/16	11/08/16	308 MUNICIPAL SUPPLY 1" METER	243.80	600 600-811-6727	1
	2			HOSE-WINTERIZE PETOCKA	16.10	001 001-430-6320	1
				INVOICE TOTAL	259.90		
0640025-IN	1	11/08/16	11/08/16	308 MUNICIPAL SUPPLY CURB STOP WRENCH	54.75	600 600-811-6504	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				INVOICE TOTAL	54.75		
				VENDOR TOTAL	11,419.20		
7000781	1	11/08/16	11/08/16	286 METRO WASTE AUTHORITY RESIDENTIAL GARBAGE SRVC	14,859.86	670 670-840-6499	1
				INVOICE TOTAL	14,859.86		
70007814	1	11/08/16	11/08/16	CURB-IT FEE	4,597.56	670 670-840-6435	1
				INVOICE TOTAL	4,597.56		
				VENDOR TOTAL	19,457.42		
023450	1	11/08/16	11/08/16	979 NAPA AUTO PARTS ANTIFREEZE-WINTERIZ DEPO	14.88	001 001-430-6310	1
	2			ANTIFREEZE-WINTERIZE BRS	21.96	001 001-440-6310	1
	3			ANTIFREEZE-WINTERIZE SAF	14.64	001 001-430-6310	1
				INVOICE TOTAL	51.48		
025605	1	11/08/16	11/08/16	BATTERY CABLES-BUS	11.14	001 001-160-6332	1
				INVOICE TOTAL	11.14		
				VENDOR TOTAL	62.62		
11162016	1	11/08/16	11/08/16	1926 KARRIE NICHOLSON-WILLIAMS CPR/AED/FIRST AID TRAINI	145.00	001 001-410-6230	1
				INVOICE TOTAL	145.00		
				VENDOR TOTAL	145.00		
295-352004	1	11/08/16	11/08/16	1457 O'REILLY AUTO PARTS BATTERY BOX BOLTS-BUS	4.23	001 001-160-6332	1
				INVOICE TOTAL	4.23		
659-351094	1	11/08/16	11/08/16	ANTIFREEZE	47.94	110 110-210-6332	1
				INVOICE TOTAL	47.94		
				VENDOR TOTAL	52.17		
0378674001	1	11/08/16	11/08/16	322 OFFICE DEPOT INC LAMINATOR, PLANNERS, TOTE	216.15	001 001-410-6506	1
				INVOICE TOTAL	216.15		
0378674002	1	11/08/16	11/08/16	PLANNERS	23.98	001 001-410-6506	1
				INVOICE TOTAL	23.98		
1155322001	1	11/08/16	11/08/16	LABELS, WHITEOUT, CLIPS	88.11	001 001-410-6506	1
				INVOICE TOTAL	88.11		
1732606001	1	11/08/16	11/08/16	LABELS	37.98	001 001-410-6506	1
				INVOICE TOTAL	37.98		
1732665001	1	11/08/16	11/08/16	BINDERS-CODE BOOK	44.38	001 001-650-6506	1
				INVOICE TOTAL	44.38		

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				VENDOR TOTAL	410.60		
893-101916	1	11/08/16	11/08/16	1858 OVERDRIVE INC RECORDED BOOKS	47.00	001 001-410-6503	1
				INVOICE TOTAL	47.00		
				VENDOR TOTAL	47.00		
16-2478	1	11/08/16	11/08/16	1650 PEZZETTI EROSION CONTROL INC HDYRO SEED-PETOCKA RESTR	1,250.00	335 335-430-6797	1
				INVOICE TOTAL	1,250.00		
				VENDOR TOTAL	1,250.00		
111806	1	11/08/16	11/08/16	1684 PLAZA RV HITCH PIN	6.22	001 001-430-6350	1
				INVOICE TOTAL	6.22		
				VENDOR TOTAL	6.22		
875	1	11/08/16	11/08/16	338 POLK COUNTY AVIATION AUTHORITY FY17 AIRPORT LEVY	11,793.00	001 001-280-6413	1
				INVOICE TOTAL	11,793.00		
				VENDOR TOTAL	11,793.00		
6762	1	11/08/16	11/08/16	337 POLK COUNTY TREASURER ANIMAL CONTROL-SEPT 2016	219.44	001 001-190-6413	1
				INVOICE TOTAL	219.44		
				VENDOR TOTAL	219.44		
01-66634	1	11/08/16	11/08/16	967 PRAIRIE AG SUPPLY MOWER REPAIR	183.96	001 001-430-6350	1
				INVOICE TOTAL	183.96		
				VENDOR TOTAL	183.96		
H150821116	1	11/08/16	11/08/16	982 PRINCIPAL LIFE LIFE INS-NOV 2016	74.83	112 112-621-6150	1
	2			LIFE INS-NOV 2016	43.07	112 112-210-6150	1
	3			LIFE INS-NOV 2016	21.37	600 600-811-6150	1
	4			LIFE INS-NOV 2016	21.37	610 610-816-6150	1
	5			LIFE INS-NOV 2016	8.59	741 741-865-6150	1
	6			LIFE INS-NOV 2016	62.46	112 112-430-6150	1
	7			LIFE INS-NOV 2016	65.04	112 112-410-6150	1
	8			LIFE INS-NOV 2016	12.19	112 112-170-6150	1
	9			LIFE INS-NOV 2016	9.79	112 112-150-6150	1
	10			LIFE INS-NOV 2016	9.79	112 112-160-6150	1
				INVOICE TOTAL	328.50		
				VENDOR TOTAL	328.50		
				1612 QUALITY STRIPING INC			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
4735	1	11/08/16	11/08/16	1612 QUALITY STRIPING INC PAVEMENT MARKINGS-32ND&H	1,100.00	110 110-210-6417	1
				INVOICE TOTAL	1,100.00		
				VENDOR TOTAL	1,100.00		
1009490	1	11/08/16	11/08/16	1196 QULL COPY PAPER,POST IT FLAGS	53.38	001 001-621-6506	1
	2			COPY PAPER,POST IT FLAGS	53.37	600 600-812-6506	1
	3			COPY PAPER,POST IT FLAGS	53.38	610 610-817-6506	1
				INVOICE TOTAL	160.13		
1027753	1	11/08/16	11/08/16	1702 RECORDED BOOKS INC POCKET PORTFOLIOS-COUNCI	51.18	001 001-650-6506	1
				INVOICE TOTAL	51.18		
				VENDOR TOTAL	211.31		
1387	1	11/08/16	11/08/16	1509 RADIANT WALL DESIGNS STAIN CITY SIGN-2ND NE	150.00	001 001-430-6320	1
				INVOICE TOTAL	150.00		
				VENDOR TOTAL	150.00		
1640	1	11/08/16	11/08/16	1702 RECORDED BOOKS INC ZINIO SUBSCRIPTION	750.00	001 001-410-6503	1
				INVOICE TOTAL	750.00		
75416781	1	11/08/16	11/08/16	EMAGAZINE-FIELD&STREAM,B	104.80	001 001-410-6503	1
				INVOICE TOTAL	104.80		
				VENDOR TOTAL	854.80		
1604	1	11/08/16	11/08/16	1404 RJ MARTIN EXCAVATING & TRUCK TRUCK-IN FILL DIRT, GRADE PLEASANT GROVE PARK	900.00	335 335-430-6798	1
	2			DRAINAGE DITCH CLEANOUT CLEVELAND&4TH	200.00	741 741-865-6499	1
				INVOICE TOTAL	1,100.00		
				VENDOR TOTAL	1,100.00		
10212016	1	11/08/16	11/08/16	1943 MOLLY RUPERT REIMB SPOOKTACULAR SUPPL MICHAELS, MENARDS	30.68	001 001-430-6599	1
				INVOICE TOTAL	30.68		
				VENDOR TOTAL	30.68		
10252016	1	11/08/16	11/08/16	1701 JILL SANDERS MENARDS-SPOOKTACULAR TUB	6.34	001 001-410-6599	1
	2			REIMB MILEAGE-DUBUQUE CO CAPITAL CROSSROADS,TOWN	251.10	001 001-410-6240	1
				INVOICE TOTAL	257.44		

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	257.44			
51786	1	11/08/16	11/08/16	1666 SANDRY FIRE SUPPLY LLC MSA ALTAIR MULTIGAS DETE	1,690.00	001	001-150-6727	1
	2			ESS INNERZONE GOGGLES-10	2,438.32	001	001-150-6727	1
	3			MSA GAS CYLINDER,REGULAT	397.00	001	001-150-6727	1
				INVOICE TOTAL	4,525.32			
51817	1	11/08/16	11/08/16	SCBA FLOW TESTING	2,277.40	001	001-150-6430	1
				INVOICE TOTAL	2,277.40			
				VENDOR TOTAL	6,802.72			
78960642	1	11/08/16	11/08/16	1312 SIMPLEXGRINNELL FIRE ALARM MONITORING	533.98	001	001-410-6499	1
				INVOICE TOTAL	533.98			
				VENDOR TOTAL	533.98			
327142	1	11/08/16	11/08/16	1336 SMITH'S SEWER SERVICE, INC. CIT0003 TRACE UNDERGROUN 1009 GRANT ST S-BAKER DU	270.00	323	323-210-6499	1
				INVOICE TOTAL	270.00			
327153	1	11/08/16	11/08/16	CUST CIT0003-HYDROJET SI 1009 GRANT ST S-BAKER DU	330.00	323	323-210-6499	1
				INVOICE TOTAL	330.00			
				VENDOR TOTAL	600.00			
10317	1	11/08/16	11/08/16	850 STEWART ELECTRIC, INC. INSTALL PARKING LOT LIGH	4,075.00	001	001-650-6320	1
				INVOICE TOTAL	4,075.00			
10321	1	11/08/16	11/08/16	REPAIR REAR PARKING LOT	162.50	001	001-650-6320	1
				INVOICE TOTAL	162.50			
10322	1	11/08/16	11/08/16	REPLC WARNING SIGNAL LIG WIND DAMAGE-HWY 65	510.00	110	110-210-6762	1
				INVOICE TOTAL	510.00			
				VENDOR TOTAL	4,747.50			
15614	1	11/08/16	11/08/16	1534 STRATUS BUILDNG SOLUTIONS IOWA CLEANING	443.39	001	001-410-6499	1
				INVOICE TOTAL	443.39			
				VENDOR TOTAL	443.39			
6305003494	1	11/08/16	11/08/16	387 TREASURER - STATE OF IOWA OCT 2016 SALES TAX	258.00	741	741-050-2140	1
	2			OCT 2016 SALES TAX	401.00	610	610-050-2140	1
	3			OCT 2016 SALES TAX	4,394.00	600	600-050-2140	1
				INVOICE TOTAL	5,053.00			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	5,053.00			
				770 UNITED HEALTHCARE-RIVER VALLEY				
1000006435	1	11/08/16	11/08/16	HEALTH INS NOV 2016	2,935.74	112	112-621-6150	1
	2			HEALTH INS NOV 2016	1,448.06	0124	001-050-2124	1
	3			HEALTH INS NOV 2016	441.83	1024	110-050-2124	1
	4			HEALTH INS NOV 2016	182.89	6024	600-050-2124	1
	5			HEALTH INS NOV 2016	182.88	6124	610-050-2124	1
	6			HEALTH INS NOV 2016	135.00	7424	741-050-2124	1
	7			HEALTH INS NOV 2016	1,220.07	112	112-430-6150	1
	8			HEALTH INS NOV 2016	2,650.75	112	112-410-6150	1
	9			HEALTH INS NOV 2016	1,975.96	112	112-210-6150	1
	10			HEALTH INS NOV 2016	970.88	600	600-811-6150	1
	11			HEALTH INS NOV 2016	970.88	610	610-816-6150	1
	12			HEALTH INS NOV 2016	480.64	741	741-865-6150	1
	13			HEALTH INS NOV 2016	187.01	112	112-170-6150	1
	14			HEALTH INS NOV 2016	487.49	112	112-150-6150	1
	15			HEALTH INS NOV 2016	487.49	112	112-160-6150	1
				INVOICE TOTAL	14,757.57			
				VENDOR TOTAL	14,757.57			
				525 US CELLULAR				
160775433	1	11/08/16	11/08/16	CELL PHONES	19.85	001	001-621-6373	1
	2			CELL PHONES	78.79	600	600-812-6373	1
	3			CELL PHONES	20.44	610	610-817-6373	1
	4			CELL PHONES	58.94	610	610-816-6373	1
	5			CELL PHONES	111.17	110	110-210-6373	1
	6			CELL PHONES	81.43	001	001-430-6373	1
	7			CELL PHONES	202.62	001	001-150-6373	1
	8			CELL PHONES	202.61	001	001-160-6373	1
	9			CELL PHONES	24.06	741	741-865-6373	1
				INVOICE TOTAL	799.91			
				VENDOR TOTAL	799.91			
				854 VARIED CONSTRUCTION SERVICES				
10282016	1	11/08/16	11/08/16	CURB STOP REPAIR-113 10T	400.00	600	600-811-6375	1
				INVOICE TOTAL	400.00			
				VENDOR TOTAL	400.00			
				1161 VEENSTRA & KIMM, INC.				
42811 28	1	11/08/16	11/08/16	BUILDING INSPECTIONS-SEP	13,170.80	001	001-170-6490	1
				INVOICE TOTAL	13,170.80			
42824 6	1	11/08/16	11/08/16	ENGINEERING-HAWTHORN WAT	1,472.60	600	600-811-6407	1
				INVOICE TOTAL	1,472.60			
42827 5	1	11/08/16	11/08/16	ENGINEERING-WOLF CRK SEW	3,693.80	6117	610-818-6407	1
				INVOICE TOTAL	3,693.80			
42831 2	1	11/08/16	11/08/16	ENGINEERING-GLWE TRAIL S	2,829.20	323	323-210-6407	1
				INVOICE TOTAL	2,829.20			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
42832	2	1 11/08/16	11/08/16	GLWE TRAIL SEG 3 CONSTRU SERVICES	7,925.82	323	323-210-6407	1
				INVOICE TOTAL	7,925.82			
42833	2	1 11/08/16	11/08/16	ROW PIN INVESTIGATION-LI	1,662.90	110	110-210-6407	1
				INVOICE TOTAL	1,662.90			
4285-02215	1	11/08/16	11/08/16	MAP UPDATES	245.50	600	600-812-6407	1
				INVOICE TOTAL	245.50			
4285-053	1	11/08/16	11/08/16	ENGINEERING-EFNOR PARK T CHICHAQUA TIE-IN	1,437.76	001	001-430-6407	1
				INVOICE TOTAL	1,437.76			
4285-51	1	11/08/16	11/08/16	PLAT REVIEW-SANKEY SUMMI	58.00	001	001-540-6407	1
				INVOICE TOTAL	58.00			
4285-52	1	11/08/16	11/08/16	SITE PLAN REVIEW-BF HS A	932.00	001	001-540-6407	1
				INVOICE TOTAL	932.00			
				VENDOR TOTAL	33,428.38			
9753	1016	1 11/08/16	11/08/16	427 WALMART COMMUNITY SUPPLIES	84.59	001	001-160-6507	1
				INVOICE TOTAL	84.59			
				VENDOR TOTAL	84.59			
39503	1	11/08/16	11/08/16	433 WILLIAMSONS REPAIR PICKUP BATTERY-61128 201	245.71	110	110-210-6332	1
				INVOICE TOTAL	245.71			
39522	1	11/08/16	11/08/16	OIL CHANGE, TIRE ROTATION 2016 FORD F250	59.48	110	110-210-6332	1
				INVOICE TOTAL	59.48			
				VENDOR TOTAL	305.19			
22636	1	11/08/16	11/08/16	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			
94540	1	11/08/16	11/08/16	1957 WRIGHT OUTDOOR SOLUTIONS PIN OAK TREATMENT-4	766.38	001	001-410-6310	1
				INVOICE TOTAL	766.38			
				VENDOR TOTAL	766.38			
				LEGACY BANK TOTAL	234,642.04			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				TOTAL MANUAL CHECKS	.00		
				TOTAL E-PAYMENTS	.00		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	234,642.04		
				GRAND TOTALS	234,642.04		

ACCOUNT NO ALPHA ID	DEPOSIT DATE	PEN TIMES	DEPOSIT AMOUNT	INTEREST AMOUNT	TOTAL AMOUNT	DEPOSIT REFUND CODE
1340000 GARDNER FLOYD	7/01/99		40.02	.00	40.02	Check
2370602 FOGLE CHERYL	6/03/13		72.93	.00	72.93	Check
2370900 NISSEN CARLA	8/29/01		54.53	.00	54.53	Check
2376601 WATERS GREG	5/10/05	5	76.02	.00	76.02	Check
2783001 MILLER-SCHNEIDER HOLLIE	9/29/09	3	38.20	.00	38.20	Check
6185005 NIKKEL KEVIN	9/13/16		78.61	.00	78.61	Check
6210005 IHDE ALLEN	7/15/16		79.25	.00	79.25	Check
6593226 MULBERRY POINTE LLC	9/13/16		79.27	.00	79.27	Check
6593609 HAMMANN ERIC	5/12/15	3	30.57	.00	30.57	Check
6593610 MULBERRY POINTE LLC	10/03/16		79.27	.00	79.27	Check
6594822 MULBERRY POINTE LLC	10/05/16		81.86	.00	81.86	Check
6597216 MULBERRY POINTE LLC	9/15/16	1	43.90	.00	43.90	Check
6598508 MULBERRY POINTE LLC	10/05/16		81.21	.00	81.21	Check
7640002 WW FUTURES	9/29/09	1	74.95	.00	74.95	Check
10132001 HUMSTON BRANDON	1/04/10	8	51.77	.00	51.77	Check
10182501 GUILLAUME CHAD	11/01/05	11	72.08	.00	72.08	Check
10194501 BUBKE JASON	7/07/14	3	129.28	.00	129.28	Check
10211000 CHATEAU HOMES LLC	8/05/16		150.81	.00	150.81	Check
11086001 NEVILLE STEVEN	4/15/13	5	172.78	.00	172.78	Check
13050001 STEWARD ERIC	1/04/16	1	72.70	.00	72.70	Check
16003900 IRONWOOD HOMES	10/03/16		31.48	.00	31.48	Check
16008010 PARKS CUSTOM HOMES	10/17/16		169.55	.00	169.55	Check

REPORT TOTAL 1761.04 .00 1761.04

WATER 1761.04 .00 1761.04

**CITY OF BONDURANT
INTERIM WARRANT LIST
November 7, 2016**

DATE	VENDOR - REFERENCE	ACCOUNT CODE	TOTALS
10/25/16	Mediacom - Internet service	001-621-6373	115.90
10/25/16	MidAmerican Energy - Relocate streetlight	110-210-6372	1,753.63
10/25/16	WNC of Des Moines - Deposit Wine & Canvas Event 11/15/16	001-430-6599	175.00
10/26/16	Varied Construction Srvcs - Replace lost check - hydrant removal	001-430-6310	350.00
10/26/16	Petty Cash - postage	001-410-6508	109.62
10/31/16	Postmaster - Utility bill mailing	600-812-6508	128.24
		610-817-6508	128.24
		670-840-6508	128.24
		741-865-6508	128.22
			512.94
11/04/16	IRS USA tax payment - Federal/FICA		8,502.90
		Total	11,519.99

GRAND TOTALS-A/P	234,642.04
UTILITY DEPOSIT REFUNDS	1,761.04
INTERIM WARRANT LIST	<u>11,519.99</u>
TOTAL	<u><u>\$247,923.07</u></u>

**Tax Abatement Applications
November 7, 2016
City of Bondurant**

Name	Address	Completion Date	Cost
Adam Rath	3417 Hawthorn Drive, Southwest	October 26, 2016	\$226,500.00
Scott Zivney	1280 Morgan Drive, Northeast	October 26, 2016	\$370,000.00
Chauncey Shuckahosee	202 Tailfeather Drive, Northeast	October 28, 2016	\$275,000.00
Travis McElvain	213 6 th Street, Northeast	October 28, 2016	\$327,150.00
Kristin Ray	601 Lincoln Street, Northeast	November 1, 2016	\$270,000.00
Mallory Nicholson	233 7 th Street, Northeast	November 1, 2016	\$296,855.00

City of Bondurant
 DELINQUENT ACCOUNT LISTING
 OCTOBER 2016

ACCOUNT	LAST PMT				
	DATE	PERIOD 1	PERIOD 2	PENALTY	TOTAL
9148001	8/24/2016	89.25	152.39	8.92	250.56

Bad Debt Oct 2016

1260004	82.98	9446009	28.44
2220004	181.35	9448005	35.94
2220008	342.04	10143001	158.16
2377904	277.93	14000405	75.13
2379001	43.14	14000703	120.52
2475004	86.63	14000803	40.24
2813001	255.94	14000901	216.22
2906101	211.74	14001005	47.09
3005000	54.76	14001705	353.89
3065001	44.65	14003506	115.57
3080006	248.96	14003508	30.48
3275006	70.72	14003806	60.8
3340011	218.67	14004203	82.22
4550008	130.28	14004301	241.79
5120003	94.61	14004302	112.46
5193001	160.06	14004703	92.03
5205003	104.05	14006203	259.35
5230010	306.81		
5315005	103.84		8748.81
5565006	194.42		
5710000	448.09		
5820006	78.72		
6115005	78.19		
6185004	87.88		
6285016	226.64		
6593225	115.63		
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		
6690003	20.55		
7310002	121.22		
7320000	128.48		
7550001	25.51		
8400000	437.64		
8493002	73.71		
9056002	102.59		
9442001	88.81		

Applicant License Application (BW0092288)

Name of Applicant:	<u>Polito's Pizza House, Inc.</u>		
Name of Business (DBA):	<u>Polito's Pizza House, Inc.</u>		
Address of Premises:	<u>210 Lincoln St NE</u>		
City	<u>Bondurant</u>	County:	<u>Polk</u> Zip: <u>50035</u>
Business	<u>(515) 957-8545</u>		
Mailing	<u>PO Box 280</u>		
City	<u>Bondurant</u>	State	<u>IA</u> Zip: <u>50035</u>

Contact Person

Name	<u>Thomas Polito</u>		
Phone:	<u>(515) 971-2845</u>	Email	<u>tracey.polito@yahoo.com</u>

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:	<u>Privately Held Corporation</u>		
Corporate ID Number:	<u>258310</u>	Federal Employer ID	<u>42-1526312</u>

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:	<u>Secura Insurance Company</u>		
Policy Effective Date:	<u>11/12/2016</u>	Policy Expiration	<u>11/12/2017</u>

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

CITY OF BONDURANT
RESOLUTION NO. 16-172

RESOLUTION APPROVING RENEWAL OF THE CITY OF BONDURANT'S HEALTH
INSURANCE PLAN EFFECTIVE 12/1/16-12/1/18

WHEREAS, the City of Bondurant offers the United Healthcare Health Benefit Plan for its full-time employees; AND

WHEREAS, the Health Benefit Plan has come up for renewal and that Plan is attached to this Resolution and is available for review, AND

WHEREAS, the proposed renewal has a cost of 11.5 percent over the current plan cost

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the renewal of the City of Bondurant's Health Insurance Policy UHCRV Select B: WSA25-20-2000-1000P, effective 12/1/16-12/1/18, is hereby approved as presented.

Passed and approved this 7th day of November, 2016,

Curt Sullivan, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

HSA Frequently Asked Questions

What is a Health Savings Account (HSA)?

An HSA is a tax favored account used in conjunction with an HSA-compatible health plan. The funds in the account are used to pay for IRS-qualified medical expenses such as services applied to the deductible, dental, vision, and more.

Who can get an HSA?

Any eligible individual that:

- Is covered by an HSA-compatible health plan
- Is not covered by other health insurance (except certain types of limited coverage)
- Is not enrolled in Medicare
- Is not claimed as a dependent on someone else's tax return
 - Children cannot establish an HSA
 - Eligible spouses can establish their own HSA

How much can I contribute annually to an HSA?

2015 IRS Maximum Allowable Contribution Limits

- Individual: \$3,350
- Family: \$6,650

2016 IRS Maximum Allowable Contribution Limits

- Individual: \$3,350
- Family: \$6,750

Catch-Up Contributions

Accountholders who meet the qualifications noted below are eligible to make an HSA catch-up contribution of \$1,000.

- Health Savings account holder
- Age 55 or older (regardless of when in the year an account holder turns 55)
- Not enrolled in Medicare (if an account holder enrolls in Medicare mid-year, catch-up contributions should be prorated)

Authorized Signers who are 55 or older must have their own HSA in order to make the catch-up contribution.

Can any high-deductible health insurance policy qualify for an HSA?

It can be a health maintenance organization (HMO), preferred provider option (PPO), or indemnity plan as long as it meets the IRS requirements. Your insurance company will determine if the policy is an HSA-compatible health plan.

Who can make contributions?

Contributions can come from employers, the account holder, or third parties. The combined contribution amount is subject to the IRS contribution limits.

For assistance, please contact the Client Assistance Center



800-357-6246

Monday – Friday, 7 a.m. – 9 p.m., and Saturday 9 a.m. – 1 p.m., CT

www.hsabank.com | 605 N. 8th Street, Ste. 320, Sheboygan, WI 53081

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hsabank
own your health™



HSA Frequently Asked Questions

Are there income restrictions?

There are no income restrictions for opening or contributing to an HSA.

What are the advantages of an HSA?

HSA funds roll over year-to-year; there are tax benefits on contributions, earnings and distributions; and long-term investment opportunities are available.

Is an HSA compatible with an HRA/FSA?

Yes, this is permitted if the combination is:

- “ Limited purpose” flexible spending accounts (FSAs) and health reimbursement arrangements (HRAs) that restrict reimbursements to certain permitted benefits such as vision, dental, or preventive care benefits.
- “ Post-deductible” FSA or HRAs that only provide reimbursement after the minimum annual deductible has been satisfied under the HDHP.

If I set up an HSA through my employer, what happens if I switch jobs?

The funds are portable and go with you.

Can I withdraw the money for non-medical expenses after age 65?

Yes. After the age of 65, you can use the funds for non-qualified expenses without penalty. Funds used for nonqualified expenses may be subject to income tax.

For assistance, please contact the Client Assistance Center



800-357-6246

Monday – Friday, 7 a.m. – 9 p.m., and Saturday 9 a.m. - 1 p.m., CT

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City of Bondurant
December 2016 Renewal

Name	Tier	Employee Age	Spouse Age	UHCVR Current	UHCVR Renewal	Alternate 1	Alternate 2	Alternate 3	Alternate 4
				Select B: WSA25-20 \$1,000 Deductible	Select B: WSA25-20 \$1,000 Deductible	Select B: WSA25-20- \$1,500 Deductible	Select B: WSA25-20- \$2,000 Deductible	Select B: HDHPW0-0- \$2,500 Deductible HDHP	Select B: HDHPW0-0- \$5,000 Deductible HDHP
	EE & Sp	64	63	\$1,785.08	\$1,996.70	\$1,891.10	\$1,800.10	\$1,824.68	\$1,398.22
	Family	57	56	\$1,539.11	\$1,717.37	\$1,626.55	\$1,548.27	\$1,569.41	\$1,202.62
	Family	50	57	\$1,548.85	\$1,724.05	\$1,632.87	\$1,554.30	\$1,575.51	\$1,207.30
	EE	62	0	\$892.54	\$998.35	\$945.55	\$900.05	\$912.34	\$699.11
	EE	54	0	\$556.61	\$622.59	\$589.66	\$561.29	\$568.95	\$435.98
	EE & Sp	60	59	\$1,587.87	\$1,776.11	\$1,682.18	\$1,601.23	\$1,623.09	\$1,243.75
	EE & Ch	30	0	\$522.47	\$580.21	\$549.52	\$523.07	\$530.22	\$406.30
	Family	46	50	\$1,444.33	\$1,602.94	\$1,518.16	\$1,445.11	\$1,464.84	\$1,122.48
	Family	45	46	\$1,330.08	\$1,475.15	\$1,397.13	\$1,329.90	\$1,348.06	\$1,032.99
	EE	61	0	\$892.54	\$998.35	\$945.55	\$900.05	\$912.34	\$699.11
	EE	37	0	\$350.90	\$392.49	\$371.74	\$353.85	\$358.68	\$274.85
	Family	42	40	\$1,029.31	\$1,142.92	\$1,082.48	\$1,030.39	\$1,044.45	\$800.36
	EE	27	0	\$357.02	\$399.34	\$378.22	\$360.02	\$364.93	\$279.65
	EE	59	0	\$695.33	\$777.76	\$736.63	\$701.18	\$710.75	\$544.64
	EE	34	0	\$374.02	\$418.36	\$396.23	\$377.16	\$382.31	\$292.96
Monthly Total				\$14,906.06	\$16,622.69	\$15,743.57	\$14,985.97	\$15,190.56	\$11,640.32
Annualized				\$178,872.72	\$199,472.28	\$188,922.84	\$179,831.64	\$182,286.72	\$139,683.84
change from current						11.5%	5.6%	0.5%	1.9%
Four-Tier Rates	Factor	Tier	Headcount						
	1	EE Only	5	\$536.19	\$597.94	\$566.32	\$539.06	\$546.42	\$418.72
	2	EE/Spouse	2	\$1,072.38	\$1,195.88	\$1,132.63	\$1,078.13	\$1,092.85	\$837.43
	1.9	EE/Children	2	\$1,018.76	\$1,136.08	\$1,076.00	\$1,024.22	\$1,038.20	\$795.56
	3	Family	5	\$1,608.57	\$1,793.82	\$1,698.95	\$1,617.19	\$1,639.27	\$1,256.15
	27.8								

HEARING, AUTHORIZATION AND
ISSUANCE PROCEEDINGS

Bondurant, Iowa

November 7, 2016

The City Council of the City of Bondurant, Iowa, met in regular session on November 7, 2016, __:00 o'clock, p.m., at City Hall in Bondurant, Iowa. The meeting was called to order by the Mayor and the roll being called, there were present the Mayor and the following named Council Members:

Present: _____

Absent: _____

* * * Other Business * * *

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

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

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

Ayes: _____

Nays: _____

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

RESOLUTION NO. 16-185

Resolution Authorizing and Providing for the Issuance of Not to Exceed \$5,000,000 Aggregate Principal Amount of Healthcare Facilities Revenue Refunding Bonds (Luther Park Health Center, Inc. Project), Series 2016A and Approving the Execution of Documents Relating to the Series 2016A Bonds, and Related Matters

WHEREAS, the City of Bondurant, Iowa (the "Issuer"), is a City authorized and empowered by the provisions of Chapter 419 of the Code of Iowa as amended (the "Act"), to issue revenue bonds for the purpose of acquiring, constructing, improving and equipping a facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the "Code") which is exempt from federal income tax under Section 501(a) of Code (a "Tax Exempt Organization") and retiring any existing indebtedness on a facility for a Tax Exempt Organization, each of which purposes is a "project" within the meaning of the Act and each of which projects may be located within the Issuer, or within eight miles of the corporate limits of the Issuer; and

WHEREAS, the Issuer has been requested by Luther Park Health Center, Inc., a non-profit corporation (the "Corporation"), to issue its Health Care Facilities Revenue Refunding Bonds (Luther Park Health Center, Inc. Project), Series 2016A (the "Series 2016A Bonds") and Health Care Facilities Revenue Refunding Bonds (Luther Park Health Center, Inc. Project), Series 2016B (the "Series 2016B Bonds"), in aggregate principal amounts not to exceed \$5,000,000 and \$8,250,000 respectively (the Series 2016A Bonds and the Series 2016B Bonds shall be collectively referred to as the "Bonds"). Proceeds of the Series 2016A Bonds will be used pursuant to the Act for the purposes of: (a) refunding the previous issuance by Polk County, Iowa (the "Prior Issuer") of its 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 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 "Series 2005 Bonds"), 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 "Series 2007A Bonds"), 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 “Series 2007C Bonds”), 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 16th 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, it is proposed to finance the foregoing through the issuance of the Bonds and to loan the proceeds from the sale of the Bonds to the Borrower under a loan agreement between the Issuer and the Borrower, the obligations of which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds as and when the same shall be due and payable; and

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

WHEREAS, a hearing on the issuance of the Series 2016B Bonds was held on October 17, 2016, and thereafter the City Council of the Issuer approved the issuance of the Series 2016B Bonds and the documents pursuant to which the Series 2016B Bonds are to be issued and all documents related thereto; and

WHEREAS, notice of intention to issue the Series 2016A Bonds has, as directed by the City Council of the Issuer, been duly given in compliance with the Act and Section 147(f) of the Code; and

WHEREAS, pursuant to published notice of intention, this City Council has conducted a public hearing, as required by Section 419.9 of the Act and Section 147(f) of the Code with respect to the Series 2016A Bonds, and this City Council deems it necessary and advisable to proceed with the issuance of the Series 2016A Bonds and the loan of the proceeds of the Series 2016A Bonds to the Borrower; and

WHEREAS, the Issuer proposes to sell the Series 2016A Bonds to Northland Securities, Inc. (the “Underwriter”);

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

Section 1. In order to refund the Series 2004 Bonds, fund a debt service reserve fund and pay a portion of the costs of issuance of the Series 2016A Bonds, the Series 2016A Bonds be and the same are hereby authorized and ordered to be issued, in one or more series, pursuant to a Trust Indenture and any amendments thereto (the “Indenture”) by and between the Issuer and

U.S. Bank National Association, as the trustee, or such other bank as the Borrower may decide in its discretion (the "Trustee"), in substantially the form as has been presented to and considered by this Council and containing substantially the terms and provisions set forth therein, and the forms, terms and provisions of the Series 2016A Bonds and the Indenture are hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute, attest, seal and deliver the Indenture, and the Mayor and City Clerk are further authorized and directed to execute, attest, seal and deliver the Series 2016A Bonds as provided in the Indenture, including the use of facsimile signatures as therein provided; it is the intent hereof that the Series 2016A Bonds shall be issued in an aggregate principal amount not to exceed \$5,000,000 and shall bear interest at rates which result in interest rates on the Series 2016A Bonds of not to exceed 5.50% per annum and shall mature on the dates and in the amounts and shall be subject to mandatory sinking fund redemption on such dates and in such amounts as shall be finally determined by the Borrower and the Underwriter. The execution and delivery of the Indenture by the Mayor and the City Clerk shall constitute approval by this Council and the Issuer of the final terms and provisions of the Series 2016A Bonds, including the final principal amount thereof, the interest rates thereon, the dates and amounts of maturities thereof and the redemption provisions relating thereto.

Section 2. The Issuer shall loan the proceeds of the Series 2016A Bonds to the Borrower for the purposes set out in the preamble hereof, such loan of the proceeds of the Series 2016A Bonds to be pursuant to a Loan Agreement (the "Loan Agreement") by and between the Issuer and the Borrower, in substantially the form as has been presented to and considered by this Council and containing substantially the terms and provisions set forth therein, and the form, terms and provisions of the Loan Agreement are hereby approved, subject to the review and approval of counsel to the Issuer, and the Mayor and the City Clerk are hereby authorized and directed to execute, attest, seal and deliver the Loan Agreement.

Section 3. The sale of the Series 2016A Bonds to the Underwriter pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") by and between the Issuer, the Borrower and the Underwriter, in a form as is prepared and presented by counsel to the Underwriter and approved by Bond Counsel and Counsel to the Issuer and at a price to be agreed upon by the Borrower and the Underwriter, is hereby authorized and approved, and the execution and delivery of the Bond Purchase Agreement by the Mayor and the City Clerk are hereby authorized and approved.

Section 4. The use by the Underwriter of a Preliminary Official Statement, including any addenda thereto, relating to the Bonds was previously approved, and the Underwriter is hereby authorized to prepare and use a final Official Statement, including any addenda thereto, substantially in the form of said Preliminary Official Statement but with such changes therein as are required to conform the same to the terms of the Series 2016A Bonds, the Indenture, the Loan Agreement and the Bond Purchase Agreement, all in connection with the selling of the Series 2016A Bonds to the public; provided that this authorization shall not be deemed to imply review or approval of information contained in the Preliminary Official Statement and the final Official Statement by the Issuer, other than certain information about the Issuer; and such Official Statement and any addendums thereto as of the date thereof will be deemed final by the Issuer within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 5. It is hereby found, determined and declared that the Series 2016A Bonds and interest and premium, if any, thereon shall never constitute the debt or indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, but the Series 2016A Bonds and interest and premium, if any, thereon shall be payable solely and only from the revenues derived from the Loan Agreement and the debt obligations of the Borrower delivered pursuant thereto; and no part of the cost of refunding the Series 2004 Bonds will be payable out of the general funds or other contributions of the Issuer (except the proceeds of the Series 2016A Bonds and any other issues of bonds permitted under the Indenture and the Loan Agreement).

Section 6. The Mayor and the City Clerk are hereby authorized and directed to execute, attest, seal and deliver any and all documents, instruments and agreements (including any tax certificate or agreement required by bond counsel and approved by counsel to the Issuer) and do any and all things deemed necessary to effect the issuance and sale of the Series 2016A Bonds and the execution and delivery of the Indenture, the Loan Agreement, an agreement concerning the maintenance of the tax-exempt status of the Series 2016A Bonds and the Bond Purchase Agreement, and to carry out the intent and purposes of this Resolution, including the preamble hereto and the execution by the Mayor and, if required, the City Clerk, of the Series 2016A Bonds, the Indenture, the Loan Agreement, an agreement concerning the maintenance of the tax-exempt status of the Series 2016A Bonds and the Bond Purchase Agreement shall constitute conclusive evidence of their approval and this Board's approval thereof and of any and all changes, modifications, additions or deletions therein from the respective forms thereof now before this meeting.

Section 7. The provisions of this Resolution are hereby declared to be separable and if any action, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 8. For the sole purpose of qualifying the Series 2016A Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b) of the Code, the Series 2016A Bonds were "deemed designated" as "qualified tax-exempt obligations" and thus do not count against the Issuer's \$10,000,000 limit for calendar year 2016 as the Issuer has been informed that (i) the principal amount of the Series 2016A Bonds to be issued does not exceed the principal amount of the Series 2004 Bonds being refunded, (ii) the Series 2016A Bonds will have a final maturity date that will be not later than the date which is 30 years after the date on which the Series 2004 Bonds were issued, (iii) the Series 2004 Bonds were designated as qualified tax-exempt obligations by the Prior Issuer, (iv) the average maturity date of the Series 2016A Bonds will be not later than the average maturity date of the Series 2004 Bonds being refunded with the proceeds thereof, and (v) the total principal amount of the Series 2016A Bonds will not exceed \$10,000,000.

Section 9. This Resolution shall become effective immediately upon its passage and approval.

Section 10. All resolutions, parts of resolutions or prior actions of the Issuer in conflict herewith are hereby repealed to the extent of such conflict and this Resolution shall become effective immediately upon adoption.

Passed and approved November 7, 2016.

Mayor

Attest:

City Clerk

* * * Other Business * * *

STATE OF IOWA)
COUNTY OF POLK)
CITY OF BONDURANT) SS

I, the undersigned, being first duly sworn, do hereby depose and 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 corporate records of said City and of this City Council and its members; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; and that said transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the adoption of a Resolution authorizing the issuance and sale of Health Care Facilities Revenue Refunding Bonds (Luther Park Health Center, Inc.), Series 2016A, in an aggregate principal amount not to exceed \$5,000,000.

WITNESS my hand and the corporate seal of said City hereto affixed this _____ day of November, 2016.

City Clerk

(Seal)

CITY OF BONDURANT
RESOLUTION NO. 16-186

RESOLUTION SETTING THE DATE FOR THE PUBLIC HEARING FOR
ESTABLISHMENT OF THE CONNECTION FEE DISTRICT AND AUTHORIZATION OF
THE NOTICES

WHEREAS, the City is setting a connection fee district for the Wolf Creek Sanitary Sewer Extension Project; AND

WHEREAS, a hearing on the establishment of the connection fee district and authorization of the notices is set for Monday, December 5, 2016; AND

WHEREAS, the first reading of the connection fee district ordinance is also planned for Monday, December 5, 2016; AND

WHEREAS, bidding of the project would not start until after the December 19, 2016 City Council meeting,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the date for public hearing for establishment of the Connection Fee District and Authorization of the Notices, is hereby approved as presented.

Passed and adopted this 07th day of November, 2016,

Curt Sullivan, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				



October 7, 2016

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

RECEIVED

OCT 10 2016

CITY OF BONDURANT

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

In accordance with your request, this letter is to present a preliminary schedule for the establishment of a connection fee district and the bidding of the Wolf Creek Sanitary Sewer Extension project. The connection fee district and bidding would start with City Council determination at its meeting on October 17, 2016 as to the direction that will be used to develop the connection fee district.

The writer would propose the following schedule:

<u>Date</u>	<u>Action</u>
October 17, 2016	City Council determination on connection fee district alternative.
November 7, 2016	City Council action to set the date for the public hearing on establishment of the connection fee district and authorization of the notices.
December 5, 2016	Public hearing on the establishment of the connection fee district.
December 5, 2016	First reading of the connection fee district ordinance.

Mark Arentsen
October 7, 2016
Page 2

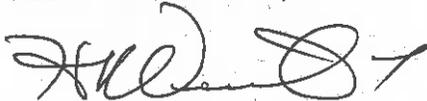
December 19, 2016	Second and third reading of connection fee district ordinance.
December 19, 2016	City Council action to order construction and set date of hearing and letting for project.
January 11, 2017	Receive and open bids at 11 o'clock AM.
January 16, 2017	Public hearing.
January 16, 2017	Award of contract.
January 16, 2017 or February 6, 2017	Approval of contract and bond.

The schedule is based on the assumption the City Council would wave the third reading of the connection fee district ordinance at its meeting on December 19, 2016. If the City Council does not wave the third reading of the ordinance. The schedule for the bidding of the project would be pushed back by one meeting cycle with the receipt of bids on February 1, 2017 and the award of contract on February 6, 2017.

The schedule for the bidding of the project would not be accelerated even if the City Council approved all three readings of the connection fee district ordinance at its meeting on December 5, 2016. Bidding of the project would not start until after the December 19, 2016 City Council meeting to avoid bidding over the year-end holiday.

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:jat
42827



October 31, 2016

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

RECEIVED
NOV 02 2016
CITY OF BONDURANT

BONDURANT, IOWA
WOLF CREEK SANITARY SEWER EXTENSION
CONNECTION FEE DISTRICT
DRAFT DOCUMENTS

Enclosed are the following documents that have been prepared for the Wolf Creek Sanitary Sewer Extension Connection Fee District for the City of Bondurant.

- Draft ordinance
- Draft Notice of Public Hearing
- List of affected property owners
- Draft letter to affected property owners
- Map of connection fee district

The enclosed documents are being transmitted to the City of Bondurant for review and comment. The documents have been prepared in anticipation of City Council action at its meeting on November 7, 2016 to set the date of the public hearing on the establishment of the connection fee district.

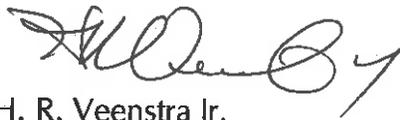
The connection fee district is based on an initial connection fee of \$3,400 per acre. The connection fee district would increase on July 1 of each year based on the ENR construction cost index. The first adjustment of the connection fee will occur on July 1, 2018, or about one year after the completion of the project.

Mark Arentsen
October 31, 2016
Page 2

The writer has added to the ordinance a provision regarding when payment is due. Under this provision the connection fee payment would be due at the time of platting, at the time of a site plan, or at the time a building or plumbing permit is issued. Because the connection fee district includes platted lots that are undeveloped and existing commercial buildings it appears necessary to include this language because it is possible the connection fee would be triggered by any of the three mechanisms set forth in the ordinance. Without the trigger language some question could arise as to when the actual fee is due and payable, especially for existing buildings and platted lots that are not yet developed.

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
42827
Enclosure

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT, IOWA BY ADDING A NEW CHAPTER 104 - SANITARY SEWER CONNECTION FEE DISTRICTS

WHEREAS, upon due notice and hearing the City Council finds the general health and welfare of the community will be benefitted by establishment of a sanitary sewer connection fee district located in and adjacent to the southwest part of the City of Bondurant and generally bounded by Franklin Street SW on the west, Interstate Highway 80 on the south, NE 72nd Street on the east and a line approximately ¼ mile north of 32nd Street SW on the north, referred to as the Wolf Creek Sanitary Sewer Connection Fee District,

THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA AS FOLLOWS:

Section 1 Sanitary Sewer Connection Fee District. The Code of Ordinances is amended by adding the following:

CHAPTER 104 – CONNECTION FEE DISTRICTS

104.3 Wolf Creek Sanitary Sewer Connection Fee District

104.3.1 Connection Fee District. The Wolf Creek Sanitary Sewer Connection Fee District is hereby established consisting of a tract of land located in Section 12 of Township 79 North, Range 23 West of the Fifth Principal Meridian located in the City of Bondurant, Polk County, Iowa, more particularly described as follows:

Commencing at the point of intersection of the north right-of-way line of Interstate Highway 80 and the west line of the northeast quarter of the southwest quarter of Section 12, Township 79 North, Range 23 West of the Fifth Principal Meridian; thence northeasterly along the northerly right-of-way line of Interstate Highway 80 to a point lying 425 feet south of the north line of the south one-half of the northeast quarter of said Section 12; thence west to the southeast corner of Outlot P of Wolf Creek Plat 5; thence westerly along the south line of Outlot P of Wolf Creek Plat 5 to the southeast corner of the Outlot P Wolf Creek Estates Plat 8; thence west along the south line of Outlot P Wolf Creek Estates Plat 8 to the southwest corner of said Outlot P; thence northerly along the west line of Wolf Creek Estates Plat 8, Wolf Creek Plat 7, Wolf Creek Plat 2 and Wolf Creek Plat 1 to the northwest

corner of Lot 73 Wolf Creek Plat 1; thence north to the south line of the southwest quarter of Section 1, Township 79 North, Range 23 West of the Fifth Principal Meridian; thence east along the south line of the southwest quarter of said Section 1 to the south quarter corner of said Section 1; thence north along the east line of the southwest quarter of said Section 1 to the southwest corner of the north 40 acres of the southwest quarter of said Section 1; thence west to the northeast corner of Lot 1 McCleary Meadows Industrial Park; thence west along the north line of McCleary Meadows Industrial Park to the northwest corner of the Lot 3 McCleary Meadows Industrial Park; thence south along the west line of McCleary Meadows Industrial Park to the southwest corner of Lot 4 McCleary Meadows Industrial Park; thence south along the west line of Outlot X McCleary Meadows Industrial Park to the northeast corner of Lot 2 McCleary Acres; thence south along the east line of McCleary Acres to the southeast corner of Lot 1 McCleary Acres; thence southwesterly along the southerly line of Lot 1 McCleary Acres to the southwest corner of Lot 1 McCleary Acres; thence southwesterly to the centerline of Franklin Street SW; thence southeasterly along the centerline of Franklin Street SW to the point of intersection of the centerline of Franklin Street SW and the westerly right-of-way line of Northeast Hubbell Avenue (Iowa Highway 65); thence south to a point on the north line of the northwest quarter of said Section 12; thence east along the north line of the northwest quarter of said Section 12 to a point lying north of the northwest corner of Lot 1 Clement Estates; thence south to the northwest corner of Lot 1 Clement Estates; thence southwesterly along the westerly line of Lot 1 Clement Estates to the northwest corner of Lot 2 Clement Estates Plat 2; thence southwesterly along the westerly line of Lot 2 Clement Estates Plat 2 to the southwest corner of Lot 2 Clement Estates Plat 2; thence east along the south line of Lot 2 Clement Estates Plat 2 to the southeast corner of Lot 2 Clement Estates Plat 2; thence southeasterly across Henry St. NW to the west corner of Lot 3 Clement Estates Plat 2; thence southeasterly along the southwesterly line of Lot 3 Clement Estates Plat 2 to the southeast corner of Lot 3 Clement Estates Plat 2; thence south along the east line of Outlot Z Clement Estates Plat 2 to the southeast corner of Clement Estates Plat 2; thence south along the west line of the southeast quarter of the northwest quarter of said Section 12 to the southwest corner of the southeast quarter of the northwest quarter of said Section 12; thence south along the west line of the northeast quarter of the southwest quarter of said Section 12 to the point of beginning.

104.3.2 Fee Schedule. From the effective date hereof through June 30, 2018 a connection fee of \$3,400 per acre shall be imposed. The connection fee shall be adjusted on July 1, 2018 and each calendar year thereafter based on the change in the ENR construction cost index for the one year period ending in April of the calendar year in which the adjustment is made. The connection fee shall be rounded to the nearest whole dollar. The City Administrator shall determine the applicable connection fee and shall maintain on file the connection fee effective July 1 of each calendar year.

104.3.3 Payment of the Connection Fee. The connection fee shall be due and payable to the City prior to the physical connection to the sanitary sewer system located in the Wolf Creek Sanitary Sewer Connection Fee District as follows:

1. For property being platted the fee is due and payable before approval of the final plat.
2. For property subject to a site plan the fee is due and payable before approval of the site plan.
3. For all other property the fee is due and payable before issuance of a building or plumbing permit.

104.3.4 Property Outside District. Any property outside of the described connection fee district may connect to the sewer serving the district with the approval of the City Administrator and payment of the appropriate fee.

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, clauses, 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 this _____ day of _____, 2016.

**NOTICE OF PUBLIC HEARING
ON
PROPOSED ADOPTION OF ORDINANCE
TO
ESTABLISH WOLF CREEK SANITARY SEWER CONNECTION FEE DISTRICT
AND
CONNECTION FEES THEREIN**

The City Council of the City of Bondurant, Iowa will hold a public hearing on the proposed ordinance at 6:00 P.M. on the 5th day of December, 2016 in the City Council Chambers, City Hall, 200 2nd Street NE, Bondurant, Iowa.

The Wolf Creek Sanitary Sewer Connection Fee District consists of an area located in Section 12 of Township 79 N, Range 23 West and is generally bounded by Franklin Street SW on the west, Interstate Highway 80 on the south, NE 72nd Street on the east and a line approximately ¼ mile north of 32nd Street SW on the north.

The sanitary sewer facilities within the Wolf Creek Sanitary Sewer Area consist of a trunk sewer to be constructed by the City of Bondurant in two or more phases.

The connection fee for the property owners within the benefitted district that connect to the proposed facilities will be \$3,400 per acre for the period through June 30, 2018. The fees shall increase each July 1 starting on July 1, 2018.

The proposed connection fee ordinance and a plat of the area to be served are available in the office of the City Administrator.

By _____
Mark Arentsen, City Administrator

City of Bondurant
 Wolf Creek Sanitary Sewer Connect Fee District
 Property Owners

	<u>Property Owner</u>	<u>Mailing Address</u>	<u>City, State</u>
1	Jay Rosenberger	3902 Grant St S	Bondurant, Iowa 50035
2	Becky J. Rosenberger Trust Jay N. Rosenberger (Trustee)	3902 Grant St S	Bondurant, Iowa 50035
3	Chateau at Bondurant, LLC	401 Hall St. SW; Ste 385	Grand Rapids, Michigan 49503
4	Northwest Realty Invest Co, LLP	W231 N1129 Hwy Unit F	Waukesha, Wisconsin 53186
5	Attn: Property Tax Iowa Network Services, Inc.	7760 Office Plaza Dr S	West Des Moines, Iowa 50266
6	Randall T. Schlenker	906 Prairie Dr SW	Bondurant, Iowa 50035
7	Prairie Terminal LC	1200 Prairie Dr SW	Bondurant, Iowa 50035
8	Altoona Properties LLC	5043 NE 22 nd Street	Des Moines, Iowa 50313
9	Vincent P. Waddell Heartland and Boat RV & Self Storage	1319 9 th Avenue SE	Altoona, Iowa 50009
10	Scheeler Enterprise	15879 Evans Avenue NW	Clearwater, Minnesota 55320
11	Metro Waste Authority	300 E Locust St; Ste 100	Des Moines, Iowa 50309
12	George Family 2009 Rev Trust	524 6 th St NW	Altoona, Iowa 50009
13	Git-N-Go Convenience Stores Inc.	2716 Indianola Ave	Des Moines, Iowa 50315
14	Big LC Denny Elwell Company	PO Box 187	Ankeny, Iowa 50021

November 14, 2016

property owner

.....
.....
.....

BONDURANT, IOWA
WOLF CREEK SANITARY SEWER
CONNECTION FEE DISTRICT

Dear Property Owner:

Enclosed is the Notice of a Public Hearing for establishing a sanitary sewer connection fee district. The district is referred to as the Wolf Creek Sanitary Sewer Connection Fee District. Enclosed is a map generally showing the boundary of the proposed district. Records obtained from the Polk County Auditor's office show you own property within the proposed district.

The City of Bondurant will be constructing a two phase trunk sewer project in the district. The first phase of the trunk sewer will extend from the north side of Interstate Highway 80 to the southwest corner of the Wolf Creek development. A future phase of the trunk sewer will extend the sewer to the area of Prairie Dr. SW. The establishment of the district includes setting fees for connecting properties to the sewer system. The connection fees will be used by the City to finance the trunk sewer.

The connection fees apply only when, and if, you connect to the sanitary sewer system in the Wolf Creek Sanitary Sewer Connection Fee District Area. These fees include only the cost of the sewer identified as the City constructed sewers. Additional facilities may be necessary to serve individual property owners. The cost for these additional facilities is not included in the connection fee.

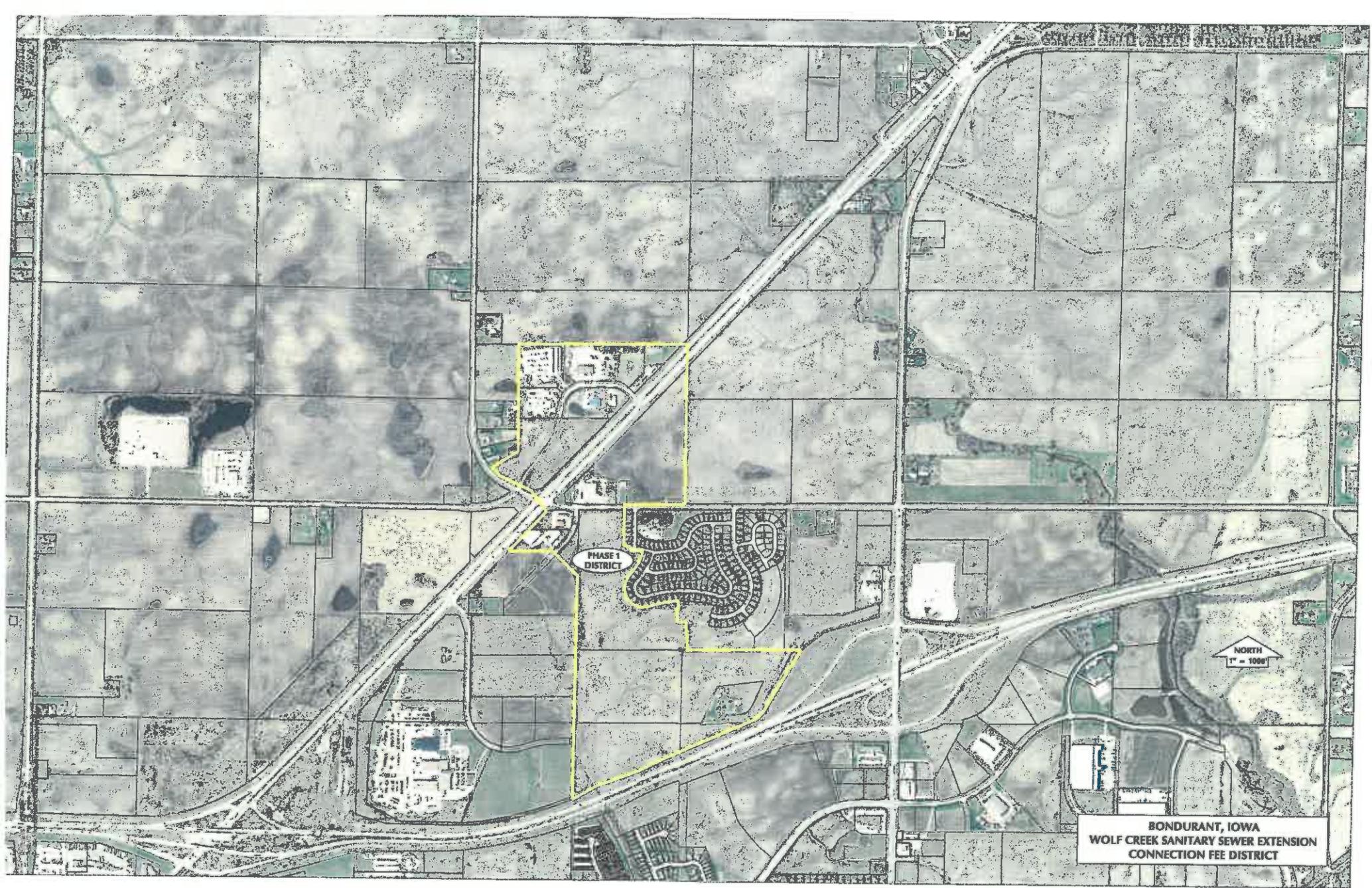
The public hearing is for the establishment of the new connection fee district. As indicated, the fees are only applicable if and when a property physically connects to the sewer system.

November 14, 2016
Page 2

If you have any questions concerning this notice or the connection fee district you may contact me at 515-967-2418 or marentsen@cityofbondurant.com.

Mark Arentsen
City Administrator
City of Bondurant

Enclosures



CITY OF BONDURANT
RESOLUTION NO. 16-187

RESOLUTION APPROVING PFM FINANCIAL PLANNING SERVICES AGREEMENT

WHEREAS, PFM Financial Advisors will act as financial advisor to the City of Bondurant; AND

WHEREAS, PFM will provide financial planning services and development of planning models; AND

WHEREAS, for financial planning services and development of planning models, PFM shall receive an annual fee in the amount of \$6,500, payable upon invoice; AND

WHEREAS, in the event the City requests that PFM perform significant special projects, fees will be negotiated in advance of the project; AND

WHEREAS, in addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred; AND

WHEREAS, PFM Financial Advisors has a complete insurance program,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the PFM Financial Planning Services Agreement, is hereby approved as presented.

Passed and adopted this 07th day of November, 2016,

Curt Sullivan, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				



801 Grand Avenue
Suite 3300
Des Moines, IA 50309

515 243-2800
515 243-6994 fax
www.pfm.com

October 20, 2016

Mark Arentsen
City Administrator
City of Bondurant
200 2nd Street NE
Bondurant, Iowa 50035

Dear Mark,

The purpose of this letter (this "Engagement Letter") is to confirm our agreement that PFM Financial Advisors LLC ("PFM") will act as financial advisor to the City of Bondurant, Iowa (the "Client"). PFM will provide, upon request of the Client, financial planning services and development of planning models, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. As of the date of this letter, Client has **not** designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption."). Client agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, without PFM's prior written consent.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM's disclosure statement delivered to Client together with this agreement.

PFM's services will commence as soon as practicable after the receipt of this Engagement Letter by the Client and a request by the Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this agreement shall be completed as agreed in writing in advance between the Client and the PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to the Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by PFM.

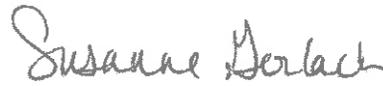
Please have an authorized official of the Client acknowledge receipt of this Engagement Letter and respond to us to acknowledge the terms of this engagement.

Sincerely,

PFM FINANCIAL ADVISORS LLC



Jon Burmeister
Managing Director



Susanne Gerlach
Senior Managing Consultant

- Assist the Client with the development of the Client's financial plan by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Develop preliminary financial plan objectives:
 - Review and revise with staff
 - Presentation and review with City Council
 - Assist with financial plan review and approval (as appropriate)
- Attend meetings with Client's staff, consultants and other professionals.
- Assist the Client in preparing financial presentations for public hearings and/or referendums.

EXHIBIT C
INSURANCE STATEMENT

PFM Financial Advisors LLC (“PFM”) has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$25 million and \$10 million, respectively. PFM also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

1. Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision
Cyber Liability \$50,000
General Liability \$0
Professional Liability (E&O) \$1,000,000
Financial Institution Bond \$75,000

2. Insurance Company & AM Best Rating:

Professional Liability (E&O).....Indian Harbor Insurance Company; and
.....Continental Casualty Company; (both are A)
Financial Institution Bond.....Federal Insurance Company; (A++)
Cyber LiabilityIndian Harbor Insurance Company (A)
General LiabilityGreat Northern Ins. Company; (A++)
Automobile Liability.....Federal Insurance Company
Excess /Umbrella LiabilityFederal Insurance Company
Workers Compensation.....Pacific Indemnity Company; (A++)
& Employers Liability

DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER INFORMATION

PFM Financial Advisors LLC

I. Introduction

PFM Financial Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of Our advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein.

How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm’s Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate’s business with the client may be perceived as an incentive for Us to recommend a course of action designed to increase the level of the client’s business activities with the affiliate or to recommend against a course of action that would reduce the client’s business activities with the affiliate. In either instance, We may be perceived

as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee bases. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure concerning providing services to State and Local Government Clients

We regularly provide municipal advisory services to state and local governments, their affiliates, and component units. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

Disclosure Related to Legal and Disciplinary Events

As a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in 'Item 9 Disclosure Information' of form MA, 'Item 6 Disclosure Information' of form MA-I, and if applicable, the corresponding disclosure reporting page(s) ("DRP"). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access PFM Financial Advisors LLC filed forms MA and MA-I on the SEC's Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC (PFMFA):

<http://www.sec.gov/cgi-bin/browse-edgar?company=PFM+Financial&owner=exclude&action=getcompany>

III. Specific Conflicts of Interest Disclosures – City of Bondurant, Iowa

To Our knowledge, following reasonable inquiry, We make the additional disclosure of actual or potential conflicts of interest cited below in connection with the municipal advisory services currently being contemplated for the client.

We currently serve as municipal advisor to certain overlapping entities including the Des Moines Metropolitan Wastewater Reclamation Authority (“WRA”), the Southeast Polk Community School District, the Iowa Finance Authority and the State of Iowa. We do not anticipate this to create a conflict of interest nor to impede Our ability to fulfill Our fiduciary duty to the City of Bondurant.

CITY OF BONDURANT
RESOLUTION NO. 16-188

RESOLUTION APPROVING THE MEMORIAL ITEMS POLICY

WHEREAS, this policy sets out criteria for donations to City parks or other City owned properties; AND

WHEREAS, persons making a donation are responsible for installation of the donated item; AND

WHEREAS, the City will take responsibility for maintaining donated items upon acceptance by the City; AND

WHEREAS, the City reserves the right to determine where donated items are installed; AND

WHEREAS, the Parks and Recreation Board has approved the attached policy,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Memorial Items Policy, is hereby approved as presented.

Passed and adopted this 07th day of November, 2016,

Curt Sullivan, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

CITY OF BONDURANT
MEMORIAL/DONATIONS POLICY
SEPTEMBER 12, 2016
DRAFT - DRAFT - DRAFT- DRAFT

Purpose and Intent

This policy sets out criteria for donations to City parks or other City owned properties. The City welcomes donations and appreciates the efforts of those making the donations. The City recognizes that donations are an expression of importance that a person has or has had to the donor. The City will do its best to appropriately support the efforts of those making the donation.

Donations may be made anonymously or may include information stating the name of the person for whom the donation is being made and the names of people or businesses making the donation. The City will make every effort to approve a site for the donation acceptable to the donating party, but reserves the right to determine where donated items are installed. The City will work with people making monetary donations to find a suitable product and location for their contribution. Persons making a donation are responsible for installation of the donated item. The City will take responsibility for maintaining donated items upon acceptance by the City. Acceptance includes agreement by the City that the donated item has been installed correctly.

Tree Donations - In the case of donated trees, the City assumes that donated trees include a one year warranty. The City will not replace trees which do not survive. Persons donating trees are responsible for any work, including watering, needed to assure survival of the tree.

Naming Rights - The City reserves the right to determine when naming rights are granted to any facility or location. The City may agree to name a location or facility in the name of a person if contributions are provided which cover at least 50% of the cost of the location or facility. This requirement may be waived if the City Council agrees that the person for whom the location or facility could be named made significant contributions or time, labor, ideas or other work supporting development of the location or facility.

Donation Recognition - The City may agree to pay up to \$500 to provide recognition of the donation in the form of a plaque or other item to be placed at the site of the donation. Due to the need to maintain the area around a tree, this recognition option does not apply to trees.

The size and cost of the City funded recognition item will depend on the cost of the donated item. A small label will be placed on benches or other similar relatively low cost items. Larger, more expensive donated items will receive a larger recognition item up to \$500.

Donation Approval - Donated items to be placed on park facilities must be approved by the Park & Recreation Board followed by approval of the City Council. Tree donations must be approved by the Tree Board followed by approval of the City Council .

Mark Arentsen

From: Mark Arentsen [marentsen@cityofbondurant.com]
Sent: Friday, September 16, 2016 4:16 PM
To: 'csullivan@cityofbondurant.com'; 'Brian Lohse'; Wes Enos (wes@wesenos.com); 'Bob Peffer'; 'jkeeler@cityofbondurant.com'; 'delrod@cityofbondurant.com'
Cc: 'David Brick'; 'Lori Dunham'; 'Shelby Hagan'
Subject: Memorial/Donations Policy
Attachments: Donations Policy 9-10-16.doc; SKM_C454e16091616230.pdf

You may recall that several months ago the Council requested that a policy be developed describing criteria for accepting donations including a description of when/how naming rights to a facility would be granted. A draft policy is attached. This has been reviewed and approved by the Park & Recreation Board. Many of the suburban communities were contacted about any similar policies they have. Their responses are attached. Only Polk City has a written policy.

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

www.cityofbondurant.com

Nicole Van Houten

From: Jenny Gibbons <jgibbons@polkcityia.gov>
Sent: Monday, September 12, 2016 12:39 PM
To: nvanhouten@cityofbondurant.com
Subject: RE: Municipality Research
Attachments: 09122016114646.pdf

Good morning,

Please find attached a copy of the Polk City policy regarding this subject. Let me know if you need anything else.

Thanks!

POLK CITY

Jenny Gibbons, Notary Public, IIMC, NAPW
City Clerk

City of Polk City
112 Third Street | PO Box 426
Polk City | IA 50226
P: 515-984-6233 | F: 515-984-6177
E: jgibbons@polkcityia.gov | W: polkcityia.gov



ission:

To provide friendly, excellent, affordable municipal and utility services. The responsibility of sustaining an environmentally friendly, growing city environment is our highest priority. We always act with honesty and integrity to achieve our goals. The City strives to meet or exceed the community's expectation of economic, environmental, and social needs through a fiscally responsible and open City government.

This E-mail (including all attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. §§ 2510-2521, is confidential and may contain legally privileged information. If you are not the intended recipient, you are hereby put on notice that any retention, dissemination, distribution, or copying of this communication or any part thereof is strictly prohibited. Please call or reply to the sender immediately that you have received this message in error, then permanently delete it.

From: Nicole Van Houten [<mailto:nvanhouten@cityofbondurant.com>]
Sent: Monday, September 12, 2016 10:43 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.

Parks-05

Policy on Memorials and Gifts

All memorials to be placed in Polk City parks shall be first approved by the Polk City Parks Commission with recommendation and stipulations sent to the Polk City Council for final approval.

All memorials, including park benches, gardens, and all other structures are considered property of Polk City.

The Polk City Parks Commission, in conjunction with Polk City Public Works, is responsible for determining when the memorial has reached its useful life and has the authority to remove any memorial structure at the time of determination.

At time of removal, all plaque(s) purchased for the memorial will be offered to the surviving family members for whom the memorial was purchased. If no family members exist, not found, or the plaque(s) are not accepted, they will be donated to the Polk City Historical Society.

This policy is not meant to discourage memorials, but to establish a procedure for managing memorials in Polk City parks for the enjoyment of the community at large during the memorials lifetime.

Approved by Park Board:

10-06-08
Date

Approved by City Council:

10-13-08
Date

"5" Ayes "0" Nays
By Roll Call Vote Number

Nicole Van Houten

From: Don Sandor <dsandor@pleasanthilliowa.org>
Sent: Tuesday, September 13, 2016 1:24 PM
To: 'Nicole Van Houten'
Subject: RE: Municipality Research

Nicole:

We do not have a formal policy for contributions. We have had such memorials in the past and the donor is informed that once donated the item (bench, tree, etc.) becomes City owned property to do with as the City deems necessary in the future. We have never had to deal with a donation large enough for a building or other facility.

I would be interested in your final policy when you have it approved by Council.



Donald Sandor | City Manager
City of Pleasant Hill | 5160 Maple Drive, Suite A, Pleasant Hill, IA 50327
p: 515.309.9408 | f: 515.262.9570 | e: dsandor@pleasanthilliowa.org
[web](#) | [facebook](#) | [twitter](#) | [Linkedin](#)

pleasant
Hill

From: Nicole Van Houten [<mailto:nvanhouten@cityofbondurant.com>]
Sent: Tuesday, September 13, 2016 12:26 PM
To: Don Sandor; West Des Moines
Subject: RE: Municipality Research

Good Afternoon,

Hope my email finds you well.

I'm emailing today for the City Administrator of Bondurant, Mark Arentsen. The City of Bondurant is looking to formally implement a new city policy in regards to contributions, memorials, etc. in honor of someone. This would include something similar to donating a tree or a bench in someone's name.

Does your City have a policy regarding contributions, memorials or how/whether facilities or buildings are named in honor of someone?

My deadline to compile information will be by 4pm Thursday, September 15th.

Any information is helpful!

Kind regards,

Nicole Van Houten | Administrative Assistant
City of Bondurant (pop 5,493) | 200 2nd St NE Box 37
Bondurant, IA 50035
p: 515.967.2418 | f: 515.967.5732
e: nvanhouten@cityofbondurant.com

Nicole Van Houten

From: Jeff Mark <JMark@altoona-iowa.com>
Sent: Monday, September 12, 2016 12:46 PM
To: Nicole Van Houten; Ankeny; Clive; Grimes; Johnston; Norwalk; Pleasant Hill; Polk City; Urbandale; Waukee; West Des Moines
Subject: RE: Municipality Research

Nicole,

The City of Altoona handles these on a case by case basis. Most of the time we go with a tree or park bench.

Jeff

Altoona

From: Nicole Van Houten [<mailto:nvanhouten@cityofbondurant.com>]
Sent: Monday, September 12, 2016 10:43 AM
To: Jeff Mark <JMark@altoona-iowa.com>; Ankeny <djones@ankenyiowa.gov>; Clive <dhenderson@cityofclive.com>; Grimes <kelbrown@ci.grimes.ia.us>; Johnston <jsanders@cityofjohnston.com>; Norwalk <lnelson@norwalk.iowa.gov>; Pleasant Hill <jwilweding@pleasanthilliowa.org>; Polk City <gmahannah@polkcity.org>; Urbandale <ajohnson@urbandale.org>; Waukee <tmoerman@waukee.org>; West Des Moines <tom.hadden@wdsiowa.gov>
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 to formally implement a new city policy in regards to contributions, memorials, etc. in honor of someone. This would include something similar to donating a tree or a bench in someone's name.

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Bondurant, IA 50035
p: 515.967.2418 | f: 515.967.5732
e: nvanhouten@cityofbondurant.com
[web](#) | [facebook](#) | [twitter](#)

Nicole Van Houten

From: Tim Moerman <tmoerman@waukee.org>
Sent: Monday, September 12, 2016 11:20 AM
To: Nicole Van Houten; Altoona; Ankeny; Clive; Grimes; Johnston; Norwalk; Pleasant Hill; Polk City; Urbandale; West Des Moines
Subject: RE: Municipality Research

We do not have one Nicole.

Tim

Waukee

From: Nicole Van Houten [<mailto:nvanhouten@cityofbondurant.com>]

Sent: Monday, September 12, 2016 10:43 AM

To: Altoona; Ankeny; Clive; Grimes; Johnston; Norwalk; Pleasant Hill; Polk City; Urbandale; Tim Moerman; West Des Moines

Subject: Municipality Research

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Hope my email finds you well.

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Kind regards,

Nicole Van Houten | Administrative Assistant
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[web](#) | [facebook](#) | [twitter](#)

Naming Park Land and Facilities

RESOLUTION NO. 07-32

March 5, 2007

I. GENERAL

The City of Johnston Parks Advisory Board retains the rights to place memorials, and/or monuments on park grounds or to name Parks, Parkways, Trails, Recreation facilities, or features located within the parks. When appropriate, the Board may change the names of existing parks, trails, facilities, or features located within a park, with the exception that there will be no name change of an existing park or facility that has been named for a specific person, unless voted upon unanimously by the Board for good and just cause.

Approval of a name shall not constitute approval of any sign, marker, or memorial other than the type of park name identification customarily displayed in the Johnston Parks system. This policy for naming of park property shall not preclude the appropriate acknowledgment of assistance, financial or otherwise, from organizations or individuals in the construction, operation, or maintenance of a park or park facility.

II. PROCEDURE

- A. Gifts of park land: Parks shall be named after individuals in cases of gifts of land if this is a condition for receipt of property and acceptable to the Park Advisory Board and City Council. The Parks Master Plan may be consulted to determine acceptability.
- B. Requests for naming parks: Consideration of a proposal for the naming of a park property or facility or a change to a name of an existing park must be requested by submitting a letter of request to the Park Advisory Board.
 1. Letter of Request:
 - a) The Letter of Request shall include a brief biography of the person(s) to be honored and a justification of why the site named is being recommended. Upon receipt of the Letter of Request, the matter will be placed on the Park Advisory Board agenda for consideration.
 2. Criteria:
 - a) Parks and/or facilities shall be named after individuals who are/were residents of Johnston, either home or business, during the majority of their life.
 - b) Parks and/or facilities shall be named after individuals who have made significant contributions to the City of Johnston which have considerably enhanced the quality of life.
 - c) The individual may be living or deceased.
 - d) No parks or facilities can be named after any public official currently holding office.
 - e) The name cannot duplicate the name of another park or park facility in the City of Johnston.
 - f) Citizen input shall be a consideration in the request

3. Public Notice:
 - a) A written notice of the proposal to name or change the name of an existing park, facility, or feature within a park shall be posted for the public. Announcement will inform the public of the second reading at the Park Advisory Board meeting and opportunity for public comments.
4. The applicant shall be made aware that the procedure could take 60 to 90 days.
5. Second reading by the Park Advisory Board with public comments.
6. Vote by Park Advisory Board
7. Resolution to City Council
8. Action for approval or disapproval by City Council. The applicant shall be made aware that the City Council has final authority.
9. In the event of extreme and unusual circumstances, items 3-5 above can be deleted and the Park Advisory Board's recommendation can be sent directly to the City Council.
10. Manner of recognition shall be handled by Staff according to existing design standards and sign ordinances.

Meeting No. 16-09

CITY OF BONDURANT
PARKS AND RECREATION BOARD
MINUTES

September 15, 2016

A Regular meeting of the City of Bondurant Parks and Recreation Board was held at City Hall, 200 2nd Street, Northeast, Polk County, Iowa on September 15, 2016, at 6:00 p.m.

Present: Board Member Bryant Arns
Board Member Michele Hartzler
Board Member Jason Holst
Board Chair Joe Van Horn
Board Member Dennis Lyman
Recreation Coordinator Molly Rupert
Utility Billing Clerk Misty Richardson-Kugler
City Administrator Mark Arentsen

Absent: Board Member Marian Collison
Board Member Jessi Cassler

Notice of the meeting was posted at the Bondurant City Center, Casey's General Stores, Legacy Bank and the Bondurant Post Office on September 13, 2016. All proceedings hereafter shown were taken while the convened meeting was open to the public.

Board Chair Van Horn called the meeting to order at 6:00 p.m. A quorum was present.

Motion made by Board Member Holst, seconded by Board Member Hartzler, to approve the Parks and Recreation Board Agenda from September 15, 2016. Roll call: Ayes: 5. Nays: 0. Motion carried.

Motion made by Board Member Holst, seconded by Board Member Arns, to approve the Parks and Recreation Board Minutes from August 18, 2016. Roll call: Ayes: 5. Nays: 0.

Iowa Interactive- Park Board reviewed and is in support of online registration through Iowa Interactive.

Memorial items on City property- Board Member Arns suggested changing the wording under "Naming Rights" and "Donation Recognition" to state that the city MAY agree. Board is in support of the policy.

Reap Grant- City Administrator Arentsen will have an update regarding this grant at the October 20 meeting.

Budget Review- Board Chair Van Horn questioned the park donations.

BRSC Update- Little League could possibly handle all operations for the 2017 year. City Administrator will know more by the October 20 Parks & Rec. meeting.

Lake Petocka Restrooms- Construction is complete, one door in female restroom needs fixed. Restrooms will be winterized for the winter. Porta potty will stay in current location.

CITY OF BONDURANT
RESOLUTION NO. 16-189

RESOLUTION APPROVING THE BONDURANT LITTLE LEAGUE LEASE

WHEREAS, the purpose of the agreement is to establish terms and conditions by which the City of Bondurant will make available facilities for use by the Little League for the Little League Baseball program; AND

WHEREAS, the City will make the ball fields at the Bondurant Recreational Sports Complex (BRSC) and facilities available under this agreement; AND

WHEREAS, the effective date of this Agreement shall be a three (3) year period (November 1, 2016 through October 31, 2019); AND

WHEREAS, the Little League shall lease the premises at the cost of \$1.00 per year; AND

WHEREAS, the terms of this agreement may be modified by mutual consent to increase or decrease the scope of work, adjust prices in subsequent agreement periods, or for such other purposes as shall become necessary during the conduct of the agreement period; AND

WHEREAS, this Agreement may be terminated by either party for cause upon twenty (20) days notice, or by the City for convenience, upon one hundred twenty (120) days written notice from the terminating party to other party; AND

WHEREAS, this Agreement shall not be assigned, transferred or otherwise encumbered by the Little League without the prior written consent of the City; AND

WHEREAS, the Little League shall at all times hereafter, indemnify, hold harmless, and defend the City, its agents, and employees from and against any claim, demand, or cause of action of any kind or nature arising out of error, omission or negligent act of the Little League, its agents, or employees in the performance of services under this Agreement; AND

WHEREAS, the Little League shall provide, pay for, and maintain in force at all times during the term of this agreement, such insurance as required for Comprehensive General Liability Insurance; AND

WHEREAS, the invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Bondurant Little League Lease, is hereby approved as presented.

Passed and adopted this 07th day of November, 2016,

Curt Sullivan, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

10/19/16

**AGREEMENT between CITY OF BONDURANT and BONDURANT
LITTLE LEAGUE for Use of City Ball Fields and Facilities**

This Agreement made and entered into this ____ day of October 2016 between the CITY OF BONDURANT, IOWA, a municipal corporation of the State of Iowa (hereinafter the "CITY"), through its City Council;

AND

THE BONDURANT LITTLE LEAGUE (hereinafter "LEAGUE").

WHEREAS, the CITY acknowledges LEAGUE as an authorized, chartered Little LEAGUE program; and

WHEREAS, the CITY wishes to enter into an agreement with LEAGUE for the use of CITY facilities for Little LEAGUE Baseball;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and LEAGUE agree as follows:

ARTICLE I PURPOSE

The purpose of the agreement is to establish terms and conditions by which the CITY will make available facilities for use by LEAGUE for the Little LEAGUE Baseball program for participants X - XX years of age, at CITY facilities in accordance with the terms outlined herein. LEAGUE shall be responsible for all aspects of the LEAGUE without recourse to the CITY. The CITY will make the following ball fields and facilities available under this agreement:

--Bondurant Recreation Sports Complex ("BRSC") and Field Zero located at Lake Petocka

ARTICLE II TERM & RATE

The effective date of this Agreement shall be when the last party executes and dates same. The term of this Agreement shall be for a three (3) year period; November 1, 2016 through October 31, 2019. This Agreement shall be renewed annually upon satisfactory performance and mutual written consent of the parties. The LEAGUE shall lease the premises at the cost of \$1.00 per year, with said amount to be paid to the CITY prior to the commencement of November 1 each year, as long as this lease is in force.

ARTICLE III LEAGUE RESPONSIBILITIES

LEAGUE shall be responsible for all aspects related to the organization, management, coordination and operation of the Bondurant Little League Baseball program, the softball program, and the Tot t-ball program as specified herein:

1. Use premises in a careful and proper manner.

2. Use premises only for lawful purposes and will conform to and obey all present and future laws, ordinances, all rules and regulations of governmental authorities or agencies respecting the use and occupation of the premises.
3. No alcohol, tobacco or other drugs are allowed.
4. Not assign the lease or sublease the premises without the written consent of the CITY.
5. LEAGUE will make no major alterations or capital improvements without prior written permission from the CITY. Approval of any such Improvements or alterations must be granted or rejected within 30 days of receiving written notice from LEAGUE or the work may proceed as if such approval was received. Approval of such work will not be unreasonably withheld. LEAGUE shall obtain all required permits for any improvements or alterations. Any such improvements shall be the sole responsibility of LEAGUE including paying for materials and labor. All improvements permanently attached to the land will become the property of the CITY at the end of this or any subsequent lease.
5. Create field schedules and provide schedules to the CITY LEAGUE Coordinator at least two (2) weeks before the start of the program.
6. Permit the CITY to enter said premises at any time to examine the condition of said premises.
7. Conduct ordinary day to day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition including but not limited to maintenance of ~~parking lot~~, structures located on the premises, mowing (inside the specific infield/outfield areas of each field) weed control, fertilization, lining of fields, maintaining tile, cleaning permanent restrooms, cleaning up trash, etc. Furthermore, LEAGUE shall also not be responsible for adhering to all obligations created under this paragraph in their operational capacity over Field 0 (Lake Petočka), for all obligations under this paragraph for Field 0 (at Lake Petočka), except including that LEAGUE shall not be responsible for mowing Field 0.
8. Maintain a tax exempt status.
9. Provide financial statements, registration information, and annual report to the CITY each year.
10. Not discriminate against any person on the basis of race, creed, gender, or religion.
11. Leave premises in as good condition as received except for reasonable wear and tear.
12. Have the authority to close the fields to everyone when LEAGUE deems it necessary to preserve the good condition of the fields. Examples would include when the fields are too soft due to rain or snow melt.
13. LEAGUE will have authority to ban and enforce ban of adults or youth who damage fields or fail to conform to the reasonable conduct policies of LEAGUE.

14. LEAGUE shall respond to and correct any deficiencies in performance of the services as identified by the CITY. Deficiencies shall be corrected within the time limits agreed upon with CITY based on the complexity of the corrective action.

15. LEAGUE shall be responsible for upkeep and responsible for any damage to any equipment loaned to LEAGUE by CITY. Equipment shall be kept indoors during summer when not in use. LEAGUE shall allow CITY the use of CITY'S equipment that LEAGUE is using as part of this lease ~~as the CITY so needs to utilize at CITY'S request, only in the event that equipment is not being utilized by LEAGUE at the time.~~

16. LEAGUE understands and agrees that in scheduling LEAGUE games or tournaments, they shall make every reasonable efforts to give teams from Bondurant first preference when possible. LEAGUE also agrees to give Bondurant based organizations an early registration date for Field 0 rental prior to registration for Field 0 being opened up to the general public. LEAGUE is furthermore obligated to give teams from Bondurant an absolute preference for use of Field 0 (at Lake Petocka).

~~17~~ 18. LEAGUE shall be wholly responsible for the cost, organization of and operation of concessions at the park. LEAGUE shall have full autonomy in their operations of concessions at the park.

ARTICLE IV - CITY RESPONSIBILITIES

1. Monitor LEAGUE performance and compliance with the terms of the Agreement.
2. CITY shall be responsible for paying utilities and for repair and maintenance of underground utilities located on the premises.
3. Any repairs and maintenance needed to be made in parking lot.
4. CITY shall pay for portable toilets for use on the premises during the first year of this lease.
5. CITY shall be responsible for mowing all portions of BRSC outside of the specific infield/outfield areas of each field. ~~Furthermore, CITY shall be solely responsible for mowing Field 0 (at Lake Petocka)~~
6. CITY shall be responsible for winterizing plumbing fixtures and posting a freeze notice to be posted after winterizing.
7. CITY shall provide, as part of this lease, the LEAGUE with the use of one mower and any existing equipment currently used by or at BRSC. This shall include: John Deere utility tractor and attachments; John Deere bunker rake; Toro Workman; Smithco bunker rake; Scag Zero turn mower; weed eaters; push mower; hand tools; and chalkers.
8. CITY shall provide training for Little LEAGUE employees or volunteers regarding safety room equipment.

ARTICLE V MODIFICATION OF AGREEMENT TERMS

The terms of this agreement may be modified by mutual consent to increase or decrease the scope of work, adjust prices in subsequent agreement periods, or for such other purposes as shall become necessary during the conduct of the agreement period. Such amendments shall be accomplished in writing as an addendum to the Agreement.

ARTICLE VI MISCELLANEOUS

6.1 TERMINATION

This Agreement may be terminated by either party for cause upon twenty (20) days notice, or by CITY for convenience, upon one hundred twentysixty (12060) days written notice from the terminating party to other party. In the event that LEAGUE abandons this Agreement or causes it to be terminated by CITY, LEAGUE shall indemnify CITY against any loss pertaining to this termination. In any event, LEAGUE or CITY shall not have the right to terminate this Agreement and have termination effective during the season, except for if breaching party commits an illegal act or if the LEAGUE abandons all obligations under this Agreement for a period of ten (10) or more days during the season.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, the following:

1. LEAGUE'S failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after delivery to LEAGUE of a written notice of such breach or default; and/or
2. Dissolution of LEAGUES Little LEAGUE Charter, affiliation and organization; ~~and/or~~
3. LEAGUE'S abandonment of the work and its obligations under this Agreement for a period of ~~seven-ten (107)~~ days or more during the course of a ~~year~~season. Such days need ~~not be to be~~ consecutive and LEAGUE shall have opportunity to show that they have not abandoned their obligations if they receive such a notice from CITY under this provision;
3. Any material misrepresentation, written or oral, made by the LEAGUE to the CITY;
4. Failure by the LEAGUE to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or terms and conditions of this Agreement;
5. Insolvency, bankruptcy, and/or suggestion of bankruptcy on the part of the LEAGUE;
6. Failure by the LEAGUE to restore CITY property and baseball fields to their original condition after use.

All CITY facilities, equipment, materials, and supplies provided to LEAGUE during the course of the work shall be returned in good condition (except for normal wear and tear) upon termination.

6.2 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by LEAGUE, under any circumstances, without the prior written consent of CITY.

6.3 INDEMNIFICATION OF CITY

LEAGUE shall at all times hereafter, indemnify, hold harmless, and defend CITY, its agents, and employees from and against any claim, demand, or cause of action of any kind or nature arising out of error, omission or negligent act of LEAGUE, its agents, or employees in the performance of services under this Agreement.

LEAGUE further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of LEAGUE resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.

LEAGUE acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by LEAGUE, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth under Iowa law.

6.4 INSURANCE

LEAGUE shall provide, pay for, and maintain in force at all times during the term of this agreement, such insurance as required for Comprehensive General Liability Insurance.

Such policy or policies shall be issued by United States Treasuryan A rated (or better) property and casualty insurance company that is ~~approved companies~~ authorized to do business in the State of Iowa, and having agents upon whom service of process may be made in the State of Iowa. LEAGUE shall specifically protect CITY by naming the CITY OF BONDURANT, as an additional insured under the insurance policies hereinafter described.

6.4.1 Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, and \$1,000,000 for General Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Broad Form Property Damage for the premises and to cover CITY's equipment-commercial property, except that property damage coverage shall not need to be acquired for the specific equipment referenced in Article IV, Paragraph 7
- Broad Form Contractual Coverage applicable to this specific Agreement.

The CITY OF BONDURANT is to be named as additional insured with LEAGUE to liability arising out of operations performed for CITY, by or on behalf of LEAGUE, or acts or omissions of LEAGUE in connection with such operation.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

LEAGUE shall provide to CITY, prior to the effective date of this Agreement, a Certificate of Insurance or a copy of all insurance policies required by this Section 6.4, including any subsection there under. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

6.5 LAWS AND REGULATIONS

It is further understood by the parties that LEAGUE will, in carrying out the duties and responsibilities under this Agreement, abide by all federal, state, and local laws.

6.6 CONTRACT COORDINATOR

The CITY'S LEAGUE Coordinator during the performance of services pursuant to this Agreement shall be the City Administrator, telephone number, (515) 967-2418.

6.7 GOVERNING LAW AND VENUE

This agreement shall be governed by the laws of the State of Iowa. Any and all legal action necessary to enforce the Agreement will be held in Polk County, and the Agreement will be interpreted according to the laws of Iowa. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other of further exercise thereof.

6.8 AUTHORITY TO ENGAGE IN BUSINESS

LEAGUE hereby represents and warrants that it has and will continue to maintain its Little League Charter and approvals required to conduct business, and that it will at all times conduct its business activities in a reputable manner. Proof of such annual Charter renewal and approvals shall be submitted to the CITY'S representative upon request.

6.9 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

6.10 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF BONDURANT:

City Administrator for the City of Bondurant
200 2nd Street NE, Bondurant, IA 50035

FOR LEAGUE:

Tim Mullen, President of Bondurant Little; ADDRESS or any subsequent Little League president while this agreement is in force.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this day of _____, 2016.

_____, Shelby Hagan, City Clerk

CITY OF BONDURANT

A Municipal Corporation of the State of Iowa.

_____, Curt Sullivan
Mayor

BONDURANT LITTLE LEAGUE

By: _____ Tim Mullen, President Bondurant Little LEAGUE

10/28/16

**AGREEMENT between CITY OF BONDURANT and BONDURANT
LITTLE LEAGUE for Use of City Ball Fields and Facilities**

This Agreement made and entered into this ____ day of November 2016 between the CITY OF BONDURANT, IOWA, a municipal corporation of the State of Iowa (hereinafter the "CITY"), through its City Council;

AND

THE BONDURANT LITTLE LEAGUE (hereinafter "LEAGUE").

WHEREAS, the CITY acknowledges LEAGUE as an authorized, chartered Little LEAGUE program; and

WHEREAS, the CITY wishes to enter into an agreement with LEAGUE for the use of CITY facilities for Little LEAGUE Baseball;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and LEAGUE agree as follows:

ARTICLE I PURPOSE

The purpose of the agreement is to establish terms and conditions by which the CITY will make available facilities for use by LEAGUE for the Little LEAGUE Baseball program for participants X - XX years of age, at CITY facilities in accordance with the terms outlined herein. LEAGUE shall be responsible for all aspects of the LEAGUE without recourse to the CITY. The CITY will make the following ball fields and facilities available under this agreement:

-Bondurant Recreation Sports Complex ("BRSC") and Field Zero located at Lake Petocka

ARTICLE II TERM & RATE

The effective date of this Agreement shall be when the last party executes and dates same. The term of this Agreement shall be for a three (3) year period; November 1, 2016 through October 31, 2019. This Agreement shall be renewed annually upon satisfactory performance and mutual written consent of the parties. The LEAGUE shall lease the premises at the cost of \$1.00 per year, with said amount to be paid to the CITY prior to the commencement of November 1 each year, as long as this lease is in force.

ARTICLE III LEAGUE RESPONSIBILITIES

LEAGUE shall be responsible for all aspects related to the organization, management, coordination and operation of the Bondurant Little League Baseball program, the softball program, and the Tot t-ball program as specified herein:

1. Use premises in a careful and proper manner.

2. Use premises only for lawful purposes and will conform to and obey all present and future laws, ordinances, all rules and regulations of governmental authorities or agencies respecting the use and occupation of the premises.
3. No alcohol, tobacco or other drugs are allowed.
4. Not assign the lease or sublease the premises without the written consent of the CITY.
5. LEAGUE will make no major alterations or capital improvements without prior written permission from the CITY. Approval of any such Improvements or alterations must be granted or rejected within 30 days of receiving written notice from LEAGUE or the work may proceed as if such approval was received. Approval of such work will not be unreasonably withheld. LEAGUE shall obtain all required permits for any improvements or alterations. Any such improvements shall be the sole responsibility of LEAGUE including paying for materials and labor. All improvements permanently attached to the land will become the property of the CITY at the end of this or any subsequent lease.
5. Create field schedules and provide schedules to the CITY LEAGUE Coordinator at least two (2) weeks before the start of the program.
6. Permit the CITY to enter said premises at any time to examine the condition of said premises.
7. Conduct ordinary day to day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition including but not limited to maintenance of all ball fields and structures located on the premises, mowing (inside the specific infield/outfield areas of each field and area north of the parking lot at the BRSC complex) weed control, fertilization, lining of fields, maintaining tile, cleaning permanent restrooms, cleaning up trash, etc. Furthermore, LEAGUE shall also be responsible for adhering to all obligations created under this paragraph in their operational capacity over Field 0 (Lake Petocka), including that LEAGUE shall be responsible for mowing Field 0.
8. Maintain a tax exempt status.
9. Provide financial statements, registration information, and annual report to the CITY each year.
10. Not discriminate against any person on the basis of race, creed, gender, or religion.
11. Leave premises in as good condition as received except for reasonable wear and tear.
12. Have the authority to close the fields to everyone when LEAGUE deems it necessary to preserve the good condition of the fields. Examples would include when the fields are too soft due to rain or snow melt.
13. LEAGUE will have authority to ban and enforce ban of adults or youth who damage fields or fail to conform to the reasonable conduct policies of LEAGUE.

14. LEAGUE shall respond to and correct any deficiencies in performance of the services as identified by the CITY. Deficiencies shall be corrected within the time limits agreed upon with CITY based on the complexity of the corrective action.

15. LEAGUE shall be responsible for upkeep and responsible for any damage to any equipment loaned to LEAGUE by CITY. Equipment shall be kept indoors during summer when not in use. LEAGUE shall allow CITY the use of CITY'S equipment that LEAGUE is using as part of this lease at CITY'S request, only in the event that equipment is not being utilized by LEAGUE at the time.

16. ~~During Little League program, LEAGUE-Bondurant team(s) will have exclusive use of Field 0, unless CITY grants LEAGUE express permission to schedule a non-Bondurant team to utilize Field 0 for a specific date and time. LEAGUE to understand and agrees that in scheduling LEAGUE games or tournaments, they shall make reasonable efforts to give teams from Bondurant first preference when possible. LEAGUE also agrees to give Bondurant based organizations an early registration date for Field 0 rental prior to registration for Field 0 being opened up to the general public.~~

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17. LEAGUE shall be wholly responsible for all concessions, concessions equipment, labor, the receipt of revenues and the payment of expenses. LEAGUE shall also be responsible for all licenses required for concession operation, and for maintaining all health standards required by law to operate. LEAGUE shall have full autonomy in their operations of concessions at the park.

ARTICLE IV - CITY RESPONSIBILITIES

1. Monitor LEAGUE performance and compliance with the terms of the Agreement.
2. CITY shall be responsible for paying utilities and for repair and maintenance of underground utilities located on the premises.
3. Any repairs and maintenance needed to be made in parking lot.
4. CITY shall pay for portable toilets for use on the premises during the first year of this lease.
5. CITY shall be responsible for mowing all portions of BRSC outside of the specific infield/outfield areas of each field.
6. CITY shall be responsible for winterizing plumbing fixtures and posting a freeze notice to be posted after winterizing.
7. CITY shall provide, as part of this lease, the LEAGUE with the use of one mower and any existing equipment currently used by or at BRSC. This shall include: John Deere utility tractor and attachments; John Deere bunker rake; Toro Workman; Smithco bunker rake; Scag Zero turn mower; weed eaters; push mower; hand tools; and chalkers.
8. CITY shall provide training for Little LEAGUE employees or volunteers regarding safety room equipment.

ARTICLE V MODIFICATION OF AGREEMENT TERMS

The terms of this agreement may be modified by mutual consent to increase or decrease the scope of work, adjust prices in subsequent agreement periods, or for such other purposes as shall become necessary during the conduct of the agreement period. Such amendments shall be accomplished in writing as an addendum to the Agreement.

ARTICLE VI MISCELLANEOUS

6.1 TERMINATION

This Agreement may be terminated by either party for cause upon twenty (20) days notice, or by CITY for convenience, upon one hundred twenty (120) days written notice from the terminating party to other party. In the event that LEAGUE abandons this Agreement or causes it to be terminated by CITY, LEAGUE shall indemnify CITY against any loss pertaining to this termination. In any event, LEAGUE or CITY shall not have the right to terminate this Agreement and have termination effective during the season, except for if breaching party commits an illegal act or if the LEAGUE abandons all obligations under this Agreement for a period of ten (10) or more days during the season.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, the following:

1. LEAGUE'S failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after delivery to LEAGUE of a written notice of such breach or default; and/or
2. Dissolution of LEAGUES Little LEAGUE Charter, affiliation and organization;
3. LEAGUE'S abandonment of the work and its obligations under this Agreement for a period of ten (10) days or more during the course of a season. Such days need to be consecutive and LEAGUE shall have opportunity to show that they have not abandoned their obligations if they receive such a notice from CITY under this provision;
3. Any material misrepresentation, written or oral, made by the LEAGUE to the CITY;
4. Failure by the LEAGUE to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or terms and conditions of this Agreement;
5. Insolvency, bankruptcy, and/or suggestion of bankruptcy on the part of the LEAGUE;
6. Failure by the LEAGUE to restore CITY property and baseball fields to their original condition after use.

All CITY facilities, equipment, materials, and supplies provided to LEAGUE during the course of the work shall be returned in good condition (except for normal wear and tear) upon termination.

6.2 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by LEAGUE, under any circumstances, without the prior written consent of CITY.

6.3 INDEMNIFICATION OF CITY

LEAGUE shall at all times hereafter, indemnify, hold harmless, and defend CITY, its agents, and employees from and against any claim, demand, or cause of action of any kind or nature arising out of error, omission or negligent act of LEAGUE, its agents, or employees in the performance of services under this Agreement.

LEAGUE further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of LEAGUE resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.

LEAGUE acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by LEAGUE, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth under Iowa law.

6.4 INSURANCE

Notwithstanding the indemnification and defense obligations of the LEAGUE, LEAGUE shall purchase and maintain such insurance described in this provision and Provision 6.4.1 below and will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from LEAGUES'S activities under the terms of this Agreement, whether it is to be performed or furnished by LEAGUE or anyone directly or indirectly employed or directed by LEAGUE to perform or furnish any of the activities under the Agreement.

LEAGUE shall provide, pay for, and maintain in force at all times during the term of this agreement, such insurance as required for Comprehensive General Liability Insurance.

Such policy or policies shall be issued by an A rated (or better) property and casualty insurance company that is authorized to do business in the State of Iowa, and having agents upon whom service of process may be made in the State of Iowa. LEAGUE shall specifically protect CITY by naming the CITY OF BONDURANT, as an additional insured under the insurance policies hereinafter described.

6.4.1 Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, and \$1,000,000 for General Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Broad Form Property Damage for the premises and to cover CITY's commercial property, except that property damage coverage shall not need to be acquired for the specific equipment referenced in Article IV, Paragraph 7
- Broad Form Contractual Coverage applicable to this specific Agreement.

The CITY OF BONDURANT is to be named as additional insured with LEAGUE to liability arising out of operations performed for CITY, by or on behalf of LEAGUE, or acts or omissions of LEAGUE in connection with such operation.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

LEAGUE shall provide to CITY, prior to the effective date of this Agreement, a Certificate of Insurance or a copy of all insurance policies required by this Section 6.4, including any subsection there under. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

6.5 LAWS AND REGULATIONS

It is further understood by the parties that LEAGUE will, in carrying out the duties and responsibilities under this Agreement, abide by all federal, state, and local laws.

6.6 CONTRACT COORDINATOR

The CITY'S LEAGUE Coordinator during the performance of services pursuant to this Agreement shall be the City Administrator, telephone number, (515) 967-2418.

6.7 GOVERNING LAW AND VENUE

This agreement shall be governed by the laws of the State of Iowa. Any and all legal action necessary to enforce the Agreement will be held in Polk County, and the Agreement will be interpreted according to the laws of Iowa. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other of further exercise thereof.

6.8 AUTHORITY TO ENGAGE IN BUSINESS

LEAGUE hereby represents and warrants that it has and will continue to maintain its Little League Charter and approvals required to conduct business, and that it will at all times conduct its business activities in a reputable manner. Proof of such annual Charter renewal and approvals shall be submitted to the CITY'S representative upon request.

6.9 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

6.10 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF BONDURANT:

City Administrator for the City of Bondurant
200 2nd Street NE, Bondurant, IA 50035

FOR LEAGUE:

Tim Mullen, President of Bondurant Little; ADDRESS or any subsequent Little League president while this agreement is in force.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this day of _____, 2016.

_____, Shelby Hagan, City Clerk

CITY OF BONDURANT

A Municipal Corporation of the State of Iowa.

_____ Curt Sullivan
Mayor

BONDURANT LITTLE LEAGUE

By: _____ Tim Mullen, President Bondurant Little League

**CITY OF BONDURANT
RESOLUTION NO. 16-190**

**RESOLUTION APPROVING THE PERMIT FOR THE PEDALER’S JAMBOREE
EVENT**

WHEREAS, Michael Denehy, Off Track Events, has submitted a Special Event Application for the Pedaler’s Jamboree Iowa event, on August 26-27, 2017; AND

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

WHEREAS, the Pedaler’s Jamboree Iowa is a bicycle music festival; AND

WHEREAS, Bondurant will be the overnight destination with the ride starting in Baxter; AND

WHEREAS, the event will include live music and camping at the Bondurant Recreational Sports Complex; AND

WHEREAS, the application is subject to the Noise Ordinance requirements of the Bondurant City Code,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Permit for the Pedaler’s Jamboree event, is hereby approved as presented.

Passed and adopted this 07th day of November, 2016,

Curt Sullivan, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

CITY OF BONDURANT SPECIAL EVENT APPLICATION

ON THE MOVE

In order to determine if your event requires special planning by the City, this application must be completed 30 days prior to event in its entirety before any City property can be utilized (City has option to waive). Advertising your event prior to receiving a signed Special Event Application is not allowed.

(Please Print)

Name of Event Pedaler's Jamboree Iowa

Date of Event August 26-27, 2016 Location _____

Starting Time 8 am - August 26th Ending Time 10 am - Sunday, Aug. 28 Setup Time Friday - August 25th - TBD

Contact Person Michael J Denehy

ph #1 573-228-7476 ph #2 _____

Email offtrackevents@gmail.com

Addl. Contact Cherish Anderson

ph #1 515-979-3950 ph #2 _____

Email cherish@shotgunmgmt.com

Type of Event

A) Ceremony	_____	E) Fundraiser	_____
B) Company Activity	_____	F) Cultural Event	_____
C) Bike Event	<u>X</u>	G) Other	_____
D) Race Event	_____		

Describe the Event SEE ATTACHED

Insurance: Applicants of special event applications may be required to furnish a Certificate of Insurance on fully paid comprehensive public liability and property damage insurance from a licensed broker, protecting the City of Bondurant, its officials, and employees from any and all claims which may result from or in connection to the special event. The City of Bondurant must be named as "Additional Insureds" on the certificate. Applicants must, if required by the City of Bondurant, produce a copy of the policy with all endorsements. The City of Bondurant must receive the certificate at least ten (10) days prior to the special event. Limits and type of insurance coverage may change because of the different activities of each special event. The City of Bondurant will determine all specific limits and types of insurance appropriate for the special event. City has the option to waive the insurance deadline and/or requirement.

The liability insurance limits shall not be less than the following:

General Aggregate	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one Fire)	\$1,000,000
Medical Expenses (Any one person)	\$5,000

The City of Bondurant looks forward in assisting you in determining these concerns as well as any other concerns or issues you may have in this application process.

I have completed the Special Event Application. I understand the conditions under which it is issued and agree to comply with these conditions for this event.

Signature Michael J Denehy

Date 10-17-16

Printed Name Michael J Denehy

The Privacy Act of 1974 requires that each individual asked or required to furnish personal information be advised of the following:

Authority: 5 P.L. 93-579

Purpose: To provide a contact in connection with permit activities.

Routine Uses: Permit is issued under the direction of the City Council or City Administrator. The names and address of those who obtain the permit are not reported, but are kept on file at the City of Bondurant to provide point of contact in case of emergency.

Event Description:

The Pedaler's Jamboree Iowa is a bicycle music festival. The event has occurred in Iowa in 2015 on the Raccoon River Valley Trail and in 2016 on the Wabash Trace Nature Trail. The organizers plan on changing the route annually on different Iowa Trails. This year we would like to explore the option of having the event on the CVT Trail.

Ideally the ride will start on Saturday morning (August 26th) in Baxter. The ride will make stops in IRA, Mingo & Valeria (as well as an optional happy hour show in Berwick). The plan is to have live music perform at each of the stops along the route with food and drink options. Bondurant will be the final overnight destination.

In Bondurant there will be live music and stops along the route and a bigger concert with camping. The goal is to host the festivities at Lake Petocka and the Bondurant Regional Sport Complex area. We will be setting up a mobile stage and having live music from 7 pm til 11 pm. There will be food vendors (local vendors and out of town food trucks) and a beer garden (organized by the Pedaler's Jamboree crew) will be at the park. Camping will be promoted as a "leave no trace" experience with no permits campfires. The event will be family friendly and concert tickets for non-riders will be available at the event. We will work with the city to find the appropriate parking locations for RVs and support vehicles. If the Bondurant Regional Sport Complex has showers available we will discuss options with the crew about hosting showers (for a fee for the riders) or explore the option of bringing in a shower truck if necessary.

On Sunday morning riders will leave Bondurant and return to Baxter on the trail. Riders and the Pedaler's Jamboree crew will be out of town by late morning. There will be live music in select locations on the ride back as well. Most riders will finish the ride by early afternoon. The ride will officially end at 5 pm on Sunday. Friday day/night will be used for setup; Sunday night will be used for clean-up.

We are are working on finalizing plans with the Bondurant City Council, Baxter City Council, Mingo City Council, Valeria City Council, Polk County Conservation and the Jasper County Conservation as well as towns and businesses along CVT. Our goal is to create a safe and enjoyable event for riders as well as an event that is financially rewarding to the communities that are involved.



The Pedaler's Jamboree Iowa is a Bicycle/Music Festival which may come to the CVT trail in 2017. The event includes a gear transported bicycle tour from Baxter to Bondurant with live music throughout the ride. Bicyclists depart from Mineola on the morning of Saturday, August 26th. They will ride the across the trail and stop in each of the towns along the way to listen to live music and eat and drink and celebrate! When they finally reach the town of Bondurant there will be a large festival with a full sized festival stage set up at the park with music, beer gardens, and vendors. Camping will be available for riders at the park. The following day riders will return to the trail and stop at each community on their way back to Baxter with live music throughout the ride.

The Pedaler's Jamboree Iowa is based off the popular Pedaler's Jamboree ride in Missouri. That ride has been an annual event with nearly 3,000 riders in its 8th year. The event has featured great bands such as Pokey LaFarge, William Elliott Whitmore, Southern Culture on the Skids, Ozark Mt Daredevils, Split Lip, Dirtfoot, Ben Miller Band, Big Smith and a bunch of other great bands through the years.

We are excited to explore the option of bringing the event to your community this year! It will be a great way to to showcase your community and offer great financial opportunities to local businesses. As the event gets nearer, we will get you a closer estimate on how many riders will be participating in ride this year.

We want to equip you with the procedures and information you will need to make the festival a smooth, safe and fun experience for everyone involved. This guidebook will help get your community ready for when the Pedaler's Jamboree arrives!

THE BASICS

The Pedaler's Jamboree is a bicycle and music festival taking place on the CVT. The festival begins in Mineola on Saturday, August 26th and travels to Bondurant for an overnight event. The ride will then return to Baxter on Sunday, August 28th. Other communities involved with the event include: Ira, Mingo, Valeria, Santiago and Berwick.



HOW TO PULL OFF A SUCCESSFUL EVENT:

Below is a list of items that need to be accomplished to pull off a successful event. The Pedaler's Jamboree organizers will work with your community in making sure that everything that needs to be accomplished before riders arrive is in order! Please contact us at any point of the way with questions, concerns or comments!

TOWN REPRESENTATIVE:

It is crucial that the organizers of Pedaler's Jamboree have a representative from each of the towns to work with. The town liaison will work out the details with the community and stay in communication with the organizers of Pedaler's Jamboree, making sure that all of the necessary steps are in order for a successful and safe event.

SAFETY:

Safety is our #1 concern on the ride – Pedaler's Jamboree organizers will work with the town representative on making sure that the road intersections on the trail have volunteers and signs alerting cars of riders (and vice versa). The organizers will work with you on creating the safest route to the designated music location and into the downtown business area. Keeping cars and bicyclists separated as much as possible is very important. If the designated venue is in the downtown area or on the street, it will be important that we get a street closure for the designated pit stop time – We will bring safety signs to help keep traffic directed safely away from the designed venue location. Any road barriers that your city has available to block off traffic would be a great addition to the safety plan (we can help with this if needed with advance notice).

VENUES:

Each of the towns along the route will have a designated meet-up zone during Pedaler's Jamboree. Live music will also be performed at this location at a designated time during the ride. These areas are designated near the downtown area (or a nearby park) to increase opportunity for local businesses to attract, serve and sell to riders. There will be a designated time that riders are suggested to be at each of the town venues. Be prepared to have riders show up before and well after this designated time.

MUSIC:

The Pedaler's Jamboree will arrange musicians to perform in each of the towns along the route. The musicians and sound crew for your venue may need assistance from volunteers from your community on making sure that the stage area is clear for equipment and that power is available for PA systems. We will work with the local volunteers on the final plan on the music set up area.

FOOD & DRINK:

Riders will be hungry! They will eat their way across the ride. The amount of food that they will need will depend on the time of day that they are in your community. Restaurants and bars in town should be prepared for a very busy few hours (or more) of business. If there are groups in your community who would like to sell food/snacks for a fundraiser at the event, please have them contact Mike Denehy at the Pedaler's Jamboree as soon as possible so we can work them into the venue location. If there isn't enough food vendors in town to service the number of riders we will explore the option of bringing in food vendors.

LOST AND FOUND/QUESTIONS/COMPLAINTS:

We will have a designated information tent near the entertainment at each of the host towns along the route. Please direct any lost and found items (as well as questions and complaints) to this area.

ACCOMMODATIONS:

Water Source: There will need to be a source for drinking water for the riders – All we need is a hydrant or hose with safe water for drinking and we will hook up our portable water bottle filling station for riders. The Pedaler's Jamboree crew will be setting these up the day before the event and tearing them down at the conclusion of the ride.

Bike Parking: With the large number of cyclists that come to town it will be important to give cyclists a designated area to park their bikes during their visit to town. The Pedaler's Jamboree crew will arrive the morning of the event with "Bike Parking Area" signs. We will work with you on providing the best options for bicycle parking.

Port-a-Potties: We will have 1 unit available for every 200 participants - (one ADA designated porta-potty will need to be available). Please designate an area near the venue that we will be able to get these dropped the morning of the event. Please supply us with a map of the designated locations for these units. We will pass it along to the bathroom provider and have them meet with a town volunteer on the day before to drop them into position.

Food Vending Area: The designated town venue will be located near to local restaurants and bars to encourage successful local businesses. If necessary the Pedaler's Jamboree organizers will explore the option of having food vendors available to help with the large demand.

Beer Garden: The Pedaler's Jamboree will be bringing in our own beer garden crew and operation. Our crew will be responsible for setting up a designated Beer Garden operation where the music and entertainment will be located. Tom Plowman our beer garden specialist (contact info on the end of this document) will contact your town very soon to discuss these details with you. It's very important that we establish if there will be any issues with having open containers present (people drinking outside of the bars or at the music venue). Local bars are welcome to take advantage of serving our 1,000-2,000 riders as well to show a great representation of the local bar scene.

Trash/Recycling Bins: We will also be bringing trash and recycling bins and portable tables for riders to use during their visit to the designated venue. If your town has available event tables to add to the festivities, they would make a great addition to the event.

Rider Welcome: We encourage locals in town to come out and welcome riders to town! This is as simple as giving high fives when people ride by to sitting in their lawn chairs and waving! The bigger welcome that the town can give, the better the first impression the town can make!

EMERGENCY PROCEDURES

Police and EMS Assistance: We would like to keep local police assistance on call for any emergency situations that might occur. The bicyclist crowd is known for being a very respectful group and there shouldn't be any issues. Our SAG support will be available to pick up riders on the route who are having difficulties, and drop them off further down the route. If there is EMS assistance available in your town that could be helpful in case of emergency. Please alert any local hospitals that the event will be coming through the area so they will be aware of the possibility of emergencies before hand. In case of more severe situations on the route, the nearest ambulance service will need to be alerted to help riders in need.

SEVERE WEATHER: Thunderstorms will drive participants into the nearest restaurant or bar or open building. It is important that we have a designated venue available in case of a tornado warning. The Pedaler's Jamboree volunteers on duty (they will be at the info tent) will need to be alerted of this location.

ELECTRICAL OUTAGE: If any of the electrical outlets near the designated stage do not produce power, please contact Mike Denehy as soon as possible before the designated venue time. We will need to bring a generator to the location to get back up power for the musicians

Pedaler's Jamboree - Host Community Checklist:

Below is a checklist to help make sure everything is marked off in time for the ride!

Town Representative

- Name and Contact information given to Pedaler's Jamboree organizers

Venues

- Location designated for rider meetup
- Near to downtown

Safety

- Is street closure necessary?

Parking

- Designated parking area for support cars and buses?

Music

- Designated stage area
- Power available
- Volunteer to Help

Food and Drink

- Local bars and restaurants are prepared
- Designated area for food vendors
- Local vendors connected with Pedaler's Jamboree organizers

Accommodations

- Water source available
- Designated area for port-a-potties
- Map of port-a-potty drop of location
- Designated contact for port-a-potty drop off
- Area designated for tables
- Area designated for trash/recycle bins
- Area designated for bicycle parking

Volunteers

- Volunteers designated for morning set up
- Welcoming volunteers
- Traffic helpers

Emergency

- Designated area for tornado shelter
- EMS on available
- Police available

PEDALER'S JAMBOREE ORGANIZER CONTACT INFO:

Mike Denehy - Director: 573-228-7476 – offtrackevents@gmail.com

Cherish Anderson - Assistant Director: 515-979-3950 - cherish@shotgunmgmt.com

Colin LaVaute - Assistant Director: 573-999-2080 - colinlavaute@gmail.com

Tom Plowman - Beer Garden Guru - 515-208-3415 - tplowmanins@outlook.com

**CITY OF BONDURANT
RESOLUTION NO. 16-191**

RESOLUTION APPROVING CITY COUNCIL MEETING DATES FOR CY 2017

WHEREAS, the City Council meets on the first and third Monday of the month; AND

WHEREAS, meetings fall on holidays throughout the CY 2017; AND

WHEREAS, City Code states that Council meetings are moved to the next day when the meeting falls on a holiday; AND

WHEREAS, the following are the changes to the CY 2016 City Council Meeting dates:

<u>Original Date</u>	<u>Reason</u>	<u>New Date</u>
Monday, January 2	New Year's Day	Tuesday, January 3
Monday, February 20	President's Day	Tuesday, February 21
Monday, September 4	Labor Day	Tuesday, September 5

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the above City Council Meeting dates, is hereby approved as presented.

Passed and adopted this 07th day of November, 2016,

Curt Sullivan, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

CITY OF BONDURANT
RESOLUTION NO. 16-192

RESOLUTION OF APPRECIATION TO THE POLK COUNTY SHERIFF'S
DEPARTMENT FOR THEIR DONATION TO BONDURANT EMERGENCY SERVICES

WHEREAS, the Polk County Sheriff's Department donated their unused items to the Bondurant
Emergency Services; AND

WHEREAS, the items will be used for spare parts for the Department's trucks and equipment;
AND

WHEREAS, the City and the Bondurant Emergency Services would like to extend our gratitude
to the Polk County Sheriff's Department for the generous donation,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that
it hereby expresses its sincere appreciation to the Polk County Sheriff's Department for their
donation.

Passed and adopted this 07th day of November, 2016,

Curt Sullivan, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

CITY OF BONDURANT
RESOLUTION NO. 16-193

RESOLUTION SUPPORTING THE HOME BASE IOWA INITIATIVE

WHEREAS, the Office of the Governor of the State of Iowa has launched a public-private partnership called Home Base Iowa initiative, which is an effort to match military veterans with jobs available across Iowa; AND

WHEREAS, the Home Base Iowa initiative consists of two programs, Home Base Iowa Businesses and Home Base Iowa Communities; AND

WHEREAS, Governor Branstad is requesting Iowa businesses and communities to promote and support the Home Base Iowa initiative and one of the requirements for Bondurant to be a Home Base Community is that the City Council adopt a resolution of support; AND

WHEREAS, the City Council of Bondurant finds that it is in the best interests of the City of Bondurant and veterans everywhere to support the Home Base Iowa initiative and adopt this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, as follows:

Section 1. The City Council of Bondurant hereby proclaims its support for the Home Base Iowa initiative and encourages its residents to take whatever actions are necessary for Bondurant to become and continue to be a Home Base Iowa Community.

Section 2. The City Council also encourages Bondurant businesses to take whatever actions are necessary to become and continue to be a Home Base Iowa Business.

Section 3. The Mayor, City Administrator and City Clerk are authorized to take such further action as may be necessary to carry out the intent and purpose of this resolution.

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

Passed this 7th day of November, 2016,

By: _____
Curt Sullivan, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Lohse				
Peffer				
Enos				
Keeler				
Elrod				

Mark Arentsen

From: Mark Arentsen [marentsen@cityofbondurant.com]
Sent: Monday, May 23, 2016 10:24 AM
To: 'csullivan@cityofbondurant.com'; 'Brian Lohse'; Wes Enos (wes@wesenos.com); 'Bob Pepper'; 'Jen Keeler'; 'Doug Elrod'
Cc: 'Dunham Lori'; 'Shelby Hagan'
Subject: Home Base Iowa Incentives

The 6/6 agenda will include a Resolution approving City participation in the Home Base Iowa (HBI) program. I have reviewed the information Shelby compiled.

Provision of jobs for veterans is a key function of HBI. I believe that the Chamber is the best vehicle for implementing this portion of the HBI program. There are a number of things the Chamber could do to assist with employment assistance. I'm fine with the City providing incentives but I think Chamber participation is needed to make the entire HBI program work as intended. Perhaps Jason Kemp could make a presentation to the Chamber Board on how the employment component of HBI works. The Chamber could then determine if/how they would participate.

I obtained information from Indianola and Grimes. These communities were referenced by Jason Kemp in his presentation at the 5/2 Council meeting. These communities and others I've reviewed seem to focus on home ownership incentives. Bondurant already offers residential tax abatement. It's my guess that most if not all of the other HBI cities do not offer the level of residential tax abatement provided in Bondurant. In addition to tax abatement, the City could offer a 10% reduction in building permit fees beginning with the FY17 fiscal year (7/1/16). This would apply to permits needed for all residential construction projects. The reduction would not apply to utility fees collected with the building permit. The City has already adopted its FY17 budget, so implementing this will have a negative impact on FY17 revenues. It is difficult to say what the FY17 revenue reduction will be. If the reduction applies to 1/3 of the permits issued, the reduction would be;

$\$120,000$ (budgeted FY17 permit fees) X .33 (est. permits eligible for reduction) X .10 (fee reduction) = $\$3,960$ (FY 17 permit revenue reduction). There's not a good way to determine if this estimate is accurate. The City could wait one year to implement the fee reduction which would eliminate any negative impact on FY17 revenues. The reduction could be applied to the FY18 budget, but even in that case there's no way to know if the revenue reduction estimate is correct. It also delays the benefit by a year. I'm personally ok with reducing the fees effective 7/1/16.

The savings would only apply to applications submitted by people serving in the military or by veterans providing proof of honorable discharge. The permit fee reduction would not be reimbursed to present or former military personnel who purchase a new spec home i.e. a home built by someone else without knowing who the purchaser would be.

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
www.cityofbondurant.com

CITY OF BONDURANT
RESOLUTION NO. 16-194

RESOLUTION APPROVING CHANGE ORDER #2 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 #2 was submitted on November 3, 2016; AND

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

1. Add Sanitary Sewer Cleanout
2. Add Driveway, Earthwork in excess of Planned Quantity and Culvert
3. Add (1) 3 inch and (2) 4 inch PVC sump line reroutes
4. Add Remove and Cap Sprinkler Line
5. Add Move Sanitary Sewer Cleanout

WHEREAS, five (5) work days are being added; AND

WHEREAS, the added cost to the project is \$7,467.00,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Change Order #2 for RW Excavating and Dozing, is hereby approved as presented.

Passed this 7th day of November, 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				

CHANGE ORDER
For Local Public Agency Projects

No.: 2

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: November 3, 2016

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

A - Description of change to be made:

1. add Sanitary Sewer Cleanout. (0170)
2. add Driveway, Earthwork in excess of Planned Quantity and Culvert. (8006)
3. add (1) 3 inch and (2) 4 inch PVC sump line reroutes. (8007)
4. add Remove and Cap Sprinkler Line. (8008)
5. add Move Sanitary Sewer Cleanout. (8009)

B - Reason for change:

1. two Sanitary Cleanouts were buried and discovered during excavation. (0170)
2. the City wanted to add a driveway for public access onto City owned property. (8006)
3. buried sump lines not identified on survey needed to be rerouted, discovered during construction. (8007)
4. the City asked contractor to Remove and Cap a Spinkler Line which interfered with the trail alignment at the request of the property owner. (8008).
5. two Sanitary Cleanouts were buried and discovered during excavation. (8009)

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

1. Sanitary Cleanouts (0170) The price range is between \$200 and \$400 per cleanout as we would expect.
2. The price for Driveway, Earthwork in excess of Planned Quantity and Culvert (8006) is within the range prices we have been receiving as of late. For all the items that complete this work, the price range we expect range from \$2,500 to \$4,000 lump sum.
3. (1) 3 inch and (2) 4 inch PVC sump line rerouted (8007). The price has been ranging between \$100 and \$300 lump sum.
4. Remove and Cap Sprinkler Line. (8008). The price considering time and material is what we would expect as a lump sum. We would expect between \$150 to \$250.
5. Move Sanitary Sewer Cleanout. (8009). The price for this work ranges from \$1300 to as much as \$2000 depending in the depth and flow of piping.

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

1. Sanitary Cleanouts (0170) The price range is between \$200 and \$400 per cleanout as we would expect.
2. The price for Driveway, Earthwork in excess of Planned Quantity and Culvert (8006) is within the range prices we have been receiving as of late. For all the items that complete this work, the price range we expect range from \$2,500 to \$4,000 lump sum.
3. (1) 3 inch and (2) 4 inch PVC sump line rerouted (8007). The price has been ranging between \$100 and \$300 lump sum.
4. Remove and Cap Sprinkler Line. (8008). The price considering time and material is what we would expect as a lump sum. We would expect between \$150 to \$250.
5. Move Sanitary Sewer Cleanout. (8009). The price for this work ranges from \$1300 to as much as \$2000 depending in the depth and flow of piping.

E - Contract time adjustment: No Working Days added Working Days added: 5 Unknown at this time

Justification for selection:

Additional time needed for additional drive and dealing with unexpected buried Sanitary Sewer Cleanouts.

F - Items included in contract:

Participating			For deductions enter as "-x.xx"			
Federal-aid	State-aid	Line Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		0170	Sanitary Sewer Cleanout	\$350.00	1.000	\$350.00
				Add Row	Delete Row	TOTAL
						\$350.00

G - Items not included in contract:

Participating			For deductions enter as "-x.xx"			
Federal-aid	State-aid	Change Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
x		8006	Driveway, Earthwork in excess of Planned	\$3,588.00	1.000	\$3,588.00
			Quantity and Culvert			
x		8007	3 and 4 inch PVC sump line reroute	\$143.00	3.000	\$429.00
x		8008	Remove and Cap Sprinkler Line	\$200.00	1.000	\$200.00
x		8009	Move Sanitary Sewer Cleanout	\$1,450.00	2.000	\$2,900.00
				Add Row	Delete Row	TOTAL
						\$7,117.00

H. Signatures

Agreed: _____ Date _____
 Contractor _____ Date _____

Recommended: _____ Date _____
 Project Engineer _____ Date _____

Approved: _____ Date _____ Other (optional) _____ Title _____ Date _____
 Person in Responsible Charge _____ Date _____
 _____ Date _____ Other (optional) _____ Title _____ Date _____
 Contracting Authority (optional) _____ Date _____
 _____ 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: _____ Date _____
 Federal Highway Division Administration
 (if required)

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

Date distributed: _____ Initials: _____

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 7th day of November, 2016.

CITY OF BONDURANT, POLK COUNTY, IOWA

CURT SULLIVAN, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

FIRST CONSIDERATION: September 06, 2016

SECOND CONSIDERATION: October 17, 2016

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 7th day of November, 2016.

CITY OF BONDURANT, POLK COUNTY, IOWA

CURT SULLIVAN, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: September 06, 2016

SECOND CONSIDERATION: October 17, 2016

THIRD CONSIDERATION:

ORDINANCE NO. 16-218

**ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT, IOWA, BY AMENDING
CHAPTER 65 – STOP REQUIRED**

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

Section 1. **SECTION AMENDED.** Chapter 65.01 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is hereby amended to include the following:

65.01 STOP REQUIRED. Every driver of a vehicle shall stop in accordance with the following:

~~77. Tailfeather Drive, NW. Vehicles traveling east on Tailfeather Drive, NW, shall stop at Deer Ridge Drive, NW.~~

~~78. Tailfeather Drive, NW. Vehicles traveling west on Tailfeather Drive, NW, shall stop at Deer Ridge Drive, NW.~~

116. Aaron Avenue, NW. Vehicles traveling east on Aaron Avenue, NW, shall stop at Grant Street, N.

117. Aaron Avenue, NW. Vehicles traveling east on Aaron Avenue, NW, shall stop at Deer Ridge Drive, NW.

118. Aaron Avenue, NW. Vehicles traveling west on Aaron Avenue, NW, shall stop at Deer Ridge Drive, NW.

119. Summit Circle, NW. Vehicles traveling east on Summit Circle, NW, shall stop at Deer Ridge Drive, NW.

120. Summit Circle, NW. Vehicles traveling west on Summit Circle, NW, shall stop at Deer Ridge Drive, NW.

65.02 FOUR-WAY STOP INTERSECTIONS. Every driver of a vehicle shall stop before entering the following designated four-way stop intersections:

11. Intersection of Deer Ridge Drive, NW and Tailfeather Drive, NW

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 7th day of November, 2016.

CITY OF BONDURANT, POLK COUNTY, IOWA

CURT SULLIVAN, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

Mark Arentsen

From: Greg J. Roth [groth@v-k.net]
Sent: Friday, October 28, 2016 12:27 PM
To: Mark Arentsen
Subject: Stop signs for Sankey Summit

Mark

Based on my review of the overall plat proposed for Sankey Summit and the current Plat 1 development as well as our discussion this morning and my past reviews of the area south along Deere Ridge Dr. NW, I offer the following on stop sign installation.

At the previously reviewed stop sign request location at the corner of Deere Ridge and Tailfeather, I would recommend adding a pair of stop signs on Deere Ridge to make this a 4 way stop. This is based on the added housing units and likely traffic that will use this corridor in lieu of using Grant St to gain access to the south.

In the Plat 1 of Sankey Summit, I would place stop signs for the east-west direction of Arron Drive NW. This situation is similar to the one south at Tailfeather. As I understand, the development north of this first plat is hinged on sewer extensions that are out in future years. For that reason I would not install the north-south stops on Deere Ridge at this time.

I am assuming that stop signs will be placed for east-west traffic on the cul-de-sacs of Summit Circle NW.

Feel free to call or email as needed.

Greg

Greg Roth
VEENSTRA & KIMM, INC
3000 Westown Pkwy
West Des Moines Iowa 50266
office 515 225 8000
cell 515 669 0720

ORDINANCE NO. 16-219

ORDINANCE AMENDING THE ZONING CODE OF THE CITY OF BONDURANT, IOWA, BY
AMENDING CHAPTER 178 - DISTRICT REGULATIONS

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

Section 1. SECTION AMENDED. Chapter 178.02 and 178.03 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is hereby amended to include the following:

178.02 R-1 LOW DENSITY RESIDENTIAL. The “R-1” District is intended and designed to provide for certain low-density residential areas of the City now developed primarily with one-family detached dwellings and areas where similar residential development seems likely to occur.

Bulk Regulations. The following minimum requirements shall be observed, subject to the modifications contained in Section 177.07.

- A. Overall Density within the R-1 District shall not exceed 4 units per net acre of land. Calculation of net acres is based on the gross land area less any lands that are prohibited by law or code from development including wetlands, floodways, arterial or collector street right-of-way, and required park land dedication.
- B. Minimum Lot Area: ~~8,000~~ 9,600 square feet, 20,000 square feet where public sewer is not available.
- C. Minimum Floor Area: 1,150 square feet for dwelling; if building is two or more stories, first floor shall be a minimum of 800 square feet.
- D. Lot Width: ~~70~~ 80 feet; ~~75~~ 85 feet for corner lots; 100 feet where public sewer is not available. Minimum lot width at right-of-way line of 40 feet.
- E. Front Yard: 30 feet. 50 feet for permitted uses other than single family.
- F. Side Yards: 8 feet each side for single-family dwellings; 3 feet for any other accessory building. 50 feet for permitted uses other than single family.
- G. Rear Yard: 35 feet for dwellings, and 3 feet for accessory buildings; 50 feet for permitted uses other than single family.
- H. Maximum Height: Principal building - 35 feet; Accessory building - 12 feet.
- I. Maximum Number of Stories: Principal building - 2½ stories; Accessory building - 1 story.
- J. Accessory Buildings: Maximum area of accessory Garage – 1,000 sq. ft. Maximum area of Yard shed – 160 sq. ft.

178.03 R-2 MEDIUM DENSITY RESIDENTIAL. The “R-2” District is intended and designed for certain medium density residential areas of the City now developed with one-family and two-family dwellings, and areas where similar residential development seems likely to occur.

4. Bulk Regulations. The following minimum requirements shall be observed, subject to the modifications contained in Section 177.07.

- A. Overall Density within the R-2 District shall not exceed 6 units per net acre of land. Calculation of net acres is based on the gross land area less any lands that are prohibited by law or code from development including wetlands, floodways, arterial or collector street right-of-way, and required park land dedication.
- B. Lot Area: Single-family dwelling – ~~7,000~~ 7,500 square feet; two-family dwelling – 10,000 square feet; each additional unit thereafter add 2,000 square feet.

- C. Minimum Floor Area: Ranch style - 950 square feet; two story - 1,000 square feet of livable space; split level style - 875 square feet on two (2) adjacent levels; and split foyer style - 850 square feet on the main floor.
- D. Lot Width: Single-family dwelling - ~~60~~ 65 feet; two-family dwelling - ~~80~~ 85 feet; each additional unit add 20 feet; corner lot - ~~70~~ 75 feet.
- E. Front Yard: Dwelling - 30 feet. All other principal uses - 50 feet.
- F. Side Yards: One (1) and one and one half (1 ½) stories - ~~10~~ 15 feet side yard, 5 feet minimum on each side; two (2) and three (3) stories - (~~14~~) 15 feet total side yard, 7 feet minimum on each side; church or school - 35 feet on each side; 3 feet for any accessory building. All other principal uses - 50 feet.
- G. Rear Yard: Dwelling - 35 feet and 3 feet for accessory buildings. All other principal uses - 50 feet.
- H. Maximum Height: Principal building - 35 feet; Accessory building - 12 feet.
- I. Maximum Number of Stories: Principal building - 3 stories; Accessory building - 1 story.
- J. Accessory Buildings: Maximum area for accessory Garage - 1,000 sq. ft. Maximum area for Yard shed - 160 sq. ft.

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 7th day of November, 2016.

CITY OF BONDURANT, POLK COUNTY, IOWA

CURT SULLIVAN, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION:
SECOND CONSIDERATION:
THIRD CONSIDERATION:

PLANNING AND ZONING COMMISSION
RESOLUTION NO. PZ-16-39

RESOLUTION APPROVING THE AMENDMENTS TO THE ZONING CODE OF THE CITY OF
BONDURANT, IOWA, BY AMENDING CHAPTER 178 – DISTRICT REGULATIONS

WHEREAS, the following amendments to Chapter 178 are adopted:

178.02 R-1 LOW DENSITY RESIDENTIAL. The “R-1” District is intended and designed to provide for certain low-density residential areas of the City now developed primarily with one-family detached dwellings and areas where similar residential development seems likely to occur.

Bulk Regulations. The following minimum requirements shall be observed, subject to the modifications contained in Section 177.07.

- A. Overall Density within the R-1 District shall not exceed 4 units per net acre of land. Calculation of net acres is based on the gross land area less any lands that are prohibited by law or code from development including wetlands, floodways, arterial or collector street right-of-way, and required park land dedication.
- B. Minimum Lot Area: ~~8,000~~ 9,600 square feet, 20,000 square feet where public sewer is not available.
- C. Minimum Floor Area: 1,150 square feet for dwelling; if building is two or more stories, first floor shall be a minimum of 800 square feet.
- D. Lot Width: ~~70~~ 80 feet; ~~75~~ 85 feet for corner lots; 100 feet where public sewer is not available. Minimum lot width at right-of-way line of 40 feet.
- E. Front Yard: 30 feet. 50 feet for permitted uses other than single family.
- F. Side Yards: 8 feet each side for single-family dwellings; 3 feet for any other accessory building. 50 feet for permitted uses other than single family.
- G. Rear Yard: 35 feet for dwellings, and 3 feet for accessory buildings; 50 feet for permitted uses other than single family.
- H. Maximum Height: Principal building - 35 feet; Accessory building - 12 feet.
- I. Maximum Number of Stories: Principal building - 2½ stories; Accessory building - 1 story.
- J. Accessory Buildings: Maximum area of accessory Garage – 1,000 sq. ft. Maximum area of Yard shed – 160 sq. ft.

178.03 R-2 MEDIUM DENSITY RESIDENTIAL. The “R-2” District is intended and designed for certain medium density residential areas of the City now developed with one-family and two-family dwellings, and areas where similar residential development seems likely to occur.

4. Bulk Regulations. The following minimum requirements shall be observed, subject to the modifications contained in Section 177.07.

- A. Overall Density within the R-2 District shall not exceed 6 units per net acre of land. Calculation of net acres is based on the gross land area less any lands that are prohibited by law or code from development including wetlands, floodways, arterial or collector street right-of-way, and required park land dedication.
- B. Lot Area: Single-family dwelling – ~~7,000~~ 7,500 square feet; two-family dwelling – 10,000 square feet; each additional unit thereafter add 2,000 square feet.

- C. Minimum Floor Area: Ranch style - 950 square feet; two story – 1,000 square feet of livable space; split level style - 875 square feet on two (2) adjacent levels; and split foyer style – 850 square feet on the main floor.
- D. Lot Width: Single-family dwelling – 60 65 feet; two-family dwelling - 80 85 feet; each additional unit add 20 feet; corner lot - 70 75 feet.
- E. Front Yard: Dwelling - 30 feet. All other principal uses - 50 feet.
- F. Side Yards: One (1) and one and one half (1 ½) stories – 40 15 feet side yard, 5 feet minimum on each side; two (2) and three (3) stories – (44) 15 feet total side yard, 7 feet minimum on each side; church or school – 35 feet on each side; 3 feet for any accessory building. All other principal uses - 50 feet.
- G. Rear Yard: Dwelling - 35 feet and 3 feet for accessory buildings. All other principal uses - 50 feet.
- H. Maximum Height: Principal building - 35 feet; Accessory building - 12 feet.
- I. Maximum Number of Stories: Principal building – 3 stories; Accessory building - 1 story.
- J. Accessory Buildings: Maximum area for accessory Garage – 1,000 sq. ft. Maximum area for Yard shed – 160 sq. ft.

NOW, THEREFORE, BE IT RESOLVED, by the Planning and Zoning Commission of the City of Bondurant, Iowa, that the amendments to the Zoning Code's District Regulations, 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 October 27, 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
Shelby Hagan, City Clerk

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

Dave Higgins
Dave Higgins, Commission Chair

Summary of R-1 Bulk Regulations

(A) Minimum Lot Area	8,000 sq. ft. 9,000 sq. ft. 20,000 sq. ft. where sanitary not available
(B) Minimum Floor Area	1,150 sq. ft. / dwelling 1 st floor min. 800 sq. ft., if 2 story
(C) Lot Width	70 ft. 80 ft. 75 ft. for corner lots 85 ft. 100 ft. if sanitary sewer not available 40 ft., minimum lot width at ROW line
(D) Front Yard	30 ft. for dwellings 50 ft. for any permitted use other than single family
(E) Side Yard	8 ft. each side 3 ft. accessory buildings 50 ft. for any permitted use other than single family
(F) Rear Yard	35 ft. for single family 3 ft. accessory buildings 50 ft. for any permitted use other than single family
(G) Maximum Height	35 ft. principal buildings 12 ft. accessory buildings
(H) Maximum Stories	2½ stories for principal buildings 1 story for accessory buildings
(I) Accessory Buildings	1,000 sq. ft – Maximum Area for Accessory Garage 160 sq. ft. – Maximum Area for Yard Shed

Summary of R-2 Bulk Regulations

(A) Minimum Lot Area	<p>7,000 sq. ft. 7,500 sq. ft.</p> <p>10,000 sq. ft. for two family dwellings</p> <p>Add 2,000 sq. ft. for each additional unit</p>
(B) Minimum Floor Area	<p>950 sq. ft., ranch style</p> <p>1000 sq. ft., two story</p> <p>875 sq. ft., split level style</p> <p>850 sq. ft., split foyer style</p>
(C) Lot Width	<p>60 ft., single family 65 ft.</p> <p>80 ft., two-family 85 ft.</p> <p>Add 20 ft. for every additional unit</p> <p>70 ft. for corner lots 75 ft.</p>
(D) Front Yard	<p>30 ft. for dwellings</p> <p>50 ft. for any permitted use other than dwellings</p>
(E) Side Yard	<p>10 ft. total side yard, 5 ft. minimum on each side, 1 and 1 ½ stories 15 ft.</p> <p>14 ft. total side yard, 7 ft. minimum on each side, 2 and 3 stories 15 ft.</p> <p>35 ft on each side, church or school</p> <p>3 ft. accessory buildings</p> <p>50 ft. for any permitted use other than dwellings</p>
(F) Rear Yard	<p>35 ft. for single family</p> <p>3 ft. accessory buildings</p> <p>50 ft. for any permitted use other than dwellings</p>
(G) Maximum Height	<p>35 ft. principal buildings</p> <p>12 ft. accessory buildings</p>
(H) Maximum Stories	<p>3 stories for principal buildings</p> <p>1 story for accessory buildings</p>
(I) Accessory Buildings	<p>1,000 sq. ft. – Maximum Area for Accessory Garage</p> <p>160 sq. ft. – Maximum Area for Yard Shed</p>

CITY ADMINISTRATOR SEARCH CONSULTANTS

NOVEMBER 1, 2016

<u>FIRM</u>	<u>FEE</u>	<u>EXPENSES</u>
Callahan Municipal Consultants	\$12,480	\$1,000
David Drown Associates	\$16,000	Included in fee
Slavin Management Consultants	\$12,730	\$5,092 maximum
Gov HR USA	\$14,000	\$7,000 estimated
Professional Project Partners	\$21,000	Included in fee?
Waters & Company	\$21,500	Included in fee
JD Gray Group	\$23,500	Included in fee
Colin Baenziger & Assoc.	\$24,500	Included in fee
Strategic Government Resources	\$18,500	\$8,500 maximum

Shelby Hagan

From: Mark Arentsen [marentsen@cityofbondurant.com]
Sent: Saturday, October 29, 2016 5:50 PM
To: csullivan@cityofbondurant.com; 'Brian Lohse'; Wes Enos; 'Bob Pepper'; 'Jen Keeler'; 'Doug Elrod'
Cc: 'Shelby Hagan'
Subject: Sankey Summit Annexation - 11/16 City Council meeting

You may recall that a new Sankey Summit annexation resolution was adopted at the 9/6 City Council meeting because the Polk County Auditor's Office would not accept the abbreviated legal description approved with the original annexation resolution.

After filing the revised resolution, the Auditor's Office stated that a new approval letter from the Secretary of State's Office was also needed. I pointed out that this is the same annexation and that an approval letter from the Secretary of State's Office has already been issued. The Auditor's Office stated that the original approval letter was not valid and a new one is needed. This issue came up when Vista tried to record the Plat. Without the new Secretary of State letter, the County will not allow Vista Development to record the Plat. Vista cannot transfer title to any of the lots they've sold until the County allows the Plat to be recorded. Vista probably won't be paid for the lots until they can provide a clean title. Vista is understandably unhappy with this situation.

I contacted the Secretary of State's Office, explained the situation to them and asked for a new approval letter. They stated that the City would need to start the annexation process over from the beginning in order to receive a new approval letter. The annexation process was started this past Tuesday, 10/25. The Notice of Annexation includes the date that the City Council will meet to approve the annexation. Vista is anxious for this to be completed ASAP. The City Council meeting date included in the Notice is Wednesday, 11/16. This is the earliest possible approval date given the notice procedures set for annexations. This will require a special City Council meeting at 6PM on 11/16. Approval of the annexation resolution will be the only agenda item. I'm hoping to get an approval letter from the Secretary of State's Office and have the Resolution recorded with the County on 11/17. It will take cooperation from both the Secretary of State and Polk County to get this work completed on 11/17.

Another reason for pushing to get this done on 11/16 is that the following week is Thanksgiving week. I've run into situations in the past in which the people who are needed to process work are gone around holidays. Some offices won't process work if the person who normally deals with it is gone, so waiting to take this up until the 11/21 City Council meeting could delay getting the Plat filed until late November or early December.

We will need at least three Council members to be present for a special City Council meeting at 6PM on Wednesday, 11/16. I've told Vista that the City will process any building permit applications received prior to Plat recording. This may help them avoid problems with people expecting to start their building projects soon.

Mark Arentsen

City Administrator

City of Bondurant, Pop. 5,493

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