

**NOTICE OF A REGULAR MEETING
BONDURANT CITY COUNCIL
JUNE 01, 2015**

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 p.m. on Monday, June 01, 2015, in the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open and the public is encouraged to attend.

AGENDA

1. Roll Call
2. Call to Order and Declaring a Quorum
3. Pledge of Allegiance
4. Abstentions declared
5. Perfecting and Approval of the Agenda
6. Consent Items:
 - a. Approval of the City Council Meeting Minutes of May 18, 2015
 - b. Receive and File – Meeting Minutes of Parks and Recreation Board for April 16, 2015
 - c. Receive and File – Meeting Minutes of Planning & Zoning Commission for May 14, 2015
 - d. Claims Report
 - e. Tax Abatement Applications
 - Austin Nelson 3200 Birch Street, SW
 - Michelle & Travis Frazier 416 Alpha Street, NW
 - Stephanie Johnson 509 Evergreen Drive, NW
 - Malinda Crosby 123 Aspen Drive, NE
 - Michael & Lori Kyle 214 6th Street, NW
 - Gabriel Yeakel 3306 Hawthorn Drive, SW
 - Scott Eichmeier 312 Sycamore Drive, NW
7. Polk County Sheriff's Report
8. **RESOLUTION NO. 15-80** – Resolution approving a site plan for an addition to 101 Main St. SE, Bondurant
9. Guests requesting to address the City Council
10. Presentation – Greater Des Moines Convention and Visitors Bureau
11. **RESOLUTION NO. 15-57** – Resolution approving City of Bondurant membership in the Greater Des Moines Convention and Visitors Bureau, effective July 1, 2015, at a cost of \$1,500 per year
12. **RESOLUTION NO. 15-70** – Resolution approving the street closures for Summerfest on June 14 beginning at noon through June 16 for parade and balloon ride event

13. **RESOLUTION NO. 15-71** – Resolution setting a Public Hearing date of June 16, 2015, to consider the sale of Outlot Y Detention Wisteria Heights Plat 2 to Integrity Homes
14. **RESOLUTION NO. 15-72** – Resolution approving Efnor Estates Plat 3 Final Plat
15. **RESOLUTION NO. 15-73** – Resolution approving the updated 28E for Mutual Assistance for Polk County Fire/Rescue Services
16. **RESOLUTION NO. 15-74** – Resolution approving the scope of service for the Sanitary Sewer Study and approving the agreement for sharing the cost of the Stormwater Drainage Study (Little Four Mile Creek Basin North of I-80) with the City of Altoona
17. **RESOLUTION NO. 15-75**– Resolution approving the renewal license application for Casey's General Store #1861, 1455 Grant Street, South, Bondurant, for Class C Beer Permit (BC) and Sunday Sales
18. **RESOLUTION 15-76** – Resolution setting July 6, 2015, as a Public Hearing date to consider establishing a Connection Fee District for the Urban Service Area improvements for the City of Bondurant
19. **ORDINANCE 15-204** – Ordinance amending the Code of Ordinances of the City of Bondurant by Amending Chapter 5, Operating Procedures
20. Discussion Items –
 - a. Petocka Lake Subdivision Concept Plan Review
 - b. Mayor Ryan's Board and Committee Appointments
21. **RESOLUTION NO. 15-77** – Resolution accepting Mayor Keith Ryan's resignation as mayor of the City of Bondurant
22. **RESOLUTION NO. 15- 79** – Resolution of Appreciation for Mayor Ryan for his service as a Mayor of the City of Bondurant
23. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. City Administrator
 - c. Council Members
 - d. City Attorney
24. Adjournment

Reception for Mayor Ryan follows adjournment of the meeting. Please join us as we wish the Mayor success and best wishes on his next adventure.

BONDURANT CITY COUNCIL
Minutes
May 18, 2015 6:00 P.M.
Bondurant City Center

1. Roll Call

Present: Mayor Keith Ryan, Council Member Wes Enos, Council Member Brian Lohse,
Council Member Robert Pepper, Council Member Curt Sullivan
Absent: Council Member Mike Reed
City Officials
Present: City Administrator Mark Arentsen, Assistant to City Administrator Mary Rork-Watson,
Finance Director Lori Dunham, City Engineer Bob Veenstra

2. Call to Order and Declaring a Quorum

Mayor Keith Ryan called the meeting to order at 6:00 p.m. and declared a quorum.

3. Pledge of Allegiance

4. Abstentions declared – None

5. Perfecting and Approval of the Agenda

Motion made by Council Member Lohse, seconded by Council Member Pepper, to delete items 10 and 11 from the agenda. Roll Call: Ayes: 4. Nays: 0. Motion carried.

6. Consent Items:

- a. Approval of the City Council Meeting Minutes of May 04, 2015
- b. Receive and File – Library Board Meeting Minutes of April 01, 2015 and Librarian Report
- c. Receive and File – Planning and Zoning Commission Meeting Minutes of April 09, 2015
- d. Claims Report and April 2015 Financial Statements (e-mailed 5/4/2015)
- e. Tax Abatement Applications for City of Bondurant

Karl Lanes 1405 13th Street, SE
Cole Cunningham 3234 Birch Street, SW
Brenton Blum 516 Evergreen Drive, NW
Eliza Lower 404 1st Street, NW
Donald Stoeckel 1301 Caitlin Court, SE
Sarah Montgomery 413 Evergreen Drive, NW

Motion made by Council Member Enos, seconded by Council Member Sullivan, to approve the Consent Items. Roll Call: Ayes: 4. Nays: 0. Motion carried.

7. Polk County Sheriff's Report — Sergeant Bill Matzdorff, Polk County Sheriff's Department, reported 157 calls for service including two arrests.

8. Guests requesting to address the City Council – None

9. RESOLUTION NO. 15-58 – Resolution approving the Final Plat for Wolf Creek Plat 6

Erik Nikkel, Snyder and Associates, Ankeny, representing Chateau at Bondurant, said Plat 6 will have 23 lots ranging from 6,400-7,700 square feet and includes an extension of Hawthorn Drive.

Motion made by Council Member Enos, seconded by Council Member Sullivan, to approve Resolution No. 15-58, as presented. Roll Call: Ayes: 4. Nays: 0. Motion carried.

10. RESOLUTION NO. 15-59 – Resolution approving the Final Plat for Pleasant Grove Plat 2

Council Member Sullivan asked about work in the plat adjoining Plat 2. Dave Harmeyer, Vista Real Estate, told the Council underground work has begun in the adjoining plat and paving could begin next spring.

Motion made by Council Member Sullivan, seconded by Council Member Enos, to approve Resolution No. 15-59, as presented. Roll Call: Ayes: 4. Nays: 0. Motion carried.

11. RESOLUTION NO. 15-60 – Resolution setting June 16, 2015, as the date for a public hearing for the purpose of rezoning the existing R-5 PUD to R-2 Residential in the Proposed Mallard Creek Subdivision

Motion made by Council Member Peffer, seconded by Council Member Enos, to approve Resolution No. 15-60. Roll Call: Ayes: 4. Nays: 0. Motion carried.

12. PUBLIC HEARING – Motion made by Council Member Enos, seconded by Council Member Sullivan, to close the regular meeting at 6:07 p.m. and open the Public Hearing for the Purpose of Amending the Current Budget of the City of Bondurant for the Fiscal year ending June 30, 2015. Roll Call: Ayes: 4. Nays: 0. Motion carried.

No one from the public had any comments regarding amending the budget.

Motion made by Council Member Enos, seconded by Council Member Sullivan, to close the public hearing at 6:08 p.m. and reopen the regular meeting. Roll Call: Ayes: 4. Nays: 0. Motion carried.

13. RESOLUTION NO. 15-61 – Resolution approving amending the Current Budget of the City of Bondurant for the Fiscal Year ending June 30, 2015

Motion made by Council Member Enos, seconded by Council Member Peffer, to approve Resolution No. 15-61, as presented. Roll Call: Ayes: 4. Nays: 0. Motion carried.

14. RESOLUTION NO. 15-62 – Resolution approving fund transfers

Council Member Sullivan asked if the Paine Street transfer was funds for the culvert replacement. Finance Director Dunham said the funds were used for the design of the culvert but design stopped when the City decided to reroute Mud Creek to ease flooding in Mallard Pointe. The remaining \$70,000 will be used to fund the fire chief position.

Motion made by Council Member Lohse, seconded by Council Member Enos, to approve Resolution No. 15-62, as presented. Roll Call: Ayes: 4. Nays: 0. Motion carried.

15. RESOLUTION NO. 15-63 – Resolution approving increasing the Water Connection Fee amount from \$150 to \$250 effective July 1, 2015

Motion made by Council Member Pepper, seconded by Council Member Sullivan, to approve Resolution No. 15-63, as presented. Roll Call: Ayes: 4. Nays: 0. Motion carried.

16. **RESOLUTION NO. 15-64** – Resolution approving a Proclamation declaring May 18, 2015, as Arbor Day in the City of Bondurant

Motion made by Council Member Lohse, seconded by Council Member Enos, to approve Resolution No. 15-64, as presented. Roll Call: Ayes: 4. Nays: 0. Motion carried.

17. **RESOLUTION NO. 15-65** – Resolution approving the tobacco permit application for Casey's General Store #1861, 1455 Grant Street, South, Bondurant

Motion made by Council Member Enos, seconded by Council Member Sullivan, to approve Resolution No. 15-65, as presented. Roll Call: Ayes: 4. Nays: 0. Motion carried.

18. **RESOLUTION NO. 15-66** – Resolution approving the tobacco permit application for Casey's General Store # 1373, 302 2nd Street, Northeast, Bondurant

Motion made by Council Member Enos, seconded by Council Member Pepper, to approve Resolution No. 15-66, as presented. Roll Call: Ayes: 4. Nays: 0. Motion carried.

19. **RESOLUTION NO. 15-67** – Resolution setting a Public Hearing date of June 1, 2015, to consider the sale of Outlot Z Detention Wisteria Heights Plat 2 to Integrity Homes

Brian Curnes, Integrity Homes, explained Outlot Z was deeded over to the City in the preliminary plat four years ago. He didn't realize it was City property until he began installing a storm sewer on the property. He said the homeowners of adjacent lots would maintain the property. The homeowners would not be allowed to disturb the ground or change the grade and the City would have easements to allow for necessary maintenance. The detention area is a dry bottom basin that handles storm sewer overflow during heavy rains.

City Engineer Veenstra said the City would want an easement to backstop any issues in case a homeowner didn't maintain the area.

Mr. Curnes said he would make the changes before filing the final plat for most of the lots. Two lots would be redesigned and replatted. He would ask his engineer to have this information for the Council before the final plat is filed.

Motion made by Council Member Enos, seconded by Council Member Sullivan, to approve Resolution No. 15-67, as presented. Roll Call: Ayes: 4. Nays: 0. Motion carried.

20. **RESOLUTION NO. 15-68** – Resolution approving the North Bondurant – Collector Street System and Land Planning Services Proposal from Hoisington Koegler Group Inc. and Veenstra & Kimm Inc. for a cost of \$19,500

Council Member Lohse said this study is well-timed and needed since Classic Builders was planning to build in Mallard Creek. Council Member Sullivan said the end-goal is a comprehensive plan but expanding the area for a collector street was good. He asked at what point does the City plan a connection point over Mud Creek.

City Engineer Veenstra said there was no graceful way to handle this kind of physical impediment. He said the City may not get a developer to take on the entire project.

Motion made by Council Member Sullivan, seconded by Council Member Lohse, to approve Resolution No. 15-68, as presented. Roll Call: Ayes: 4. Nays: 0. Motion carried.

- 21. RESOLUTION NO. 15-69** – Resolution approving the renewal license application for EZ Mart LLC, 1111 Lincoln Street, SE, Bondurant, for Class B Wine Permit, Class C Beer Permit (Carryout Beer), Class E Liquor License (LE) and Sunday Sales

Motion made by Council Member Lohse, seconded by Council Member Sullivan, to approve Resolution No. 15-69, as presented. Roll Call: Ayes: 4. Nays: 0. Motion carried.

- 22. ORDINANCE NO. 15-202** – Ordinance amending the City Code of the City of Bondurant by amending Chapter 136 – Sidewalk Regulations (Third Reading)

Motion made by Council Member Enos, seconded by Council Member Sullivan, to approve the third and final reading of Ordinance No. 15-202. Roll Call: Ayes: 4. Nays: 0. Motion carried.

23. Discussion Items –

a. Consideration of Mayoral Vacancy

Mayor Ryan said he has accepted a job position in Reno, Nevada, and he would be submitting a letter of resignation and his official last meeting would be June 1.

Council Members discussed the process of appointing a mayor. If a council member is appointed then a council member would also need to be appointed. Council Member Lohse suggested Karen Hudson as a potential appointee.

Council Member Sullivan said he is interested in the mayor position and would like to serve until the special election in November with the intent to run in 2017 for a full term.

Mayor Ryan said he considered all the council members as assets to the community.

Council Members requested a list of all the boards Mayor Ryan serves on be added to next meeting's agenda so the Council could make sure a City representative continued to serve.

24. Reports/Comments and appropriate action thereon:

- a. Mayor – D.C. trip was successful. Delegation met with all state representatives who said that they were there to help with whatever Bondurant needed.
- b. City Administrator – City Park Shelter work is progressing and looks very good. Metro City Managers are meeting at Butler Café this week. First tax abatement meeting is June 15th. Celebrate Bondurant sponsored by the Chamber is May 29. 44 single-family building permits have been issued so far this year compared to 66 total permits issued last year.
- c. Council Members
- Sullivan – a resident asked about drainage area way off Lincoln behind Cove area. The City hired someone to cut trees out and they piled them up and didn't haul them away. City Administrator Arentsen said he wasn't familiar with this issue and would need more information.
- Enos – no comment
- Peffer – asked if citizens not appointed to the Tax Abatement committee could attend the meetings to observe and comment. City Administrator Arentsen said the public was welcome to attend.

Lohse – Met with Kathy Anderson regarding an organization that helps vets find homes and jobs in participating communities. This organization had been introduced to Council earlier this year and he would like to revisit Bondurant’s participation. BDI Developers Conference was held last Thursday and was well-attended. Hoping some concrete ideas for development will come from the event. He discussed ideas for use of the City land on the north side of Mud Creek. City Administrator Arentsen said this land could be used for the Garfield Street extension.

25. Adjournment – Motion made by Council Member Peffer, seconded by Council Member Sullivan, to adjourn the meeting at 7:00 p.m.

Mary Rork-Watson, Asst. to City Administrator

ATTEST:

Keith Ryan, Mayor

(SEAL)

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the Mayor and City Council on May 18, 2015, 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.

Keith Ryan, Mayor

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

April 16, 2015

A Regular meeting of the City of Bondurant Parks and Recreation Board and City Council was held at City Hall, 200 2nd Street, Northeast, Polk County, Iowa on April 16, 2015, at 6:00 p.m.

Present: Board Chair Joe Van Horn
Board Member Jessi Cassler
Board Member Jason Holst
Board Member Kari Gipple
Board Member Bryant Arns
Board Member Marian Collison
Board Member Michele Hartzler
Administrative Assistant Misty Richardson-Kugler
Recreation Coordinator Shelby Hagan
City Administrator Mark Arentsen

Absent: Board Member Bryant Arns

Notice of the meeting was posted at the Bondurant City Center, Casey's General Stores, Legacy Bank and the Bondurant Post Office on April 14, 2015. All proceedings hereafter shown were taken while the convened meeting was open to the public.

Board Chair Joe Van Horn called the meeting to order at 6:00 p.m.

Motion made by Board Member Holst, seconded by Board Member Hartzler, to approve the April 16, 2015 agenda as presented, Roll call: Ayes 6. Nays: 0 Motion carried.

Motion made by Board Member Cassler, seconded by Board Member Gipple, to approve the Parks and Recreation Board Minutes from March 19, 2015. Roll call: Ayes: 6. Nays: 0. Motion carried.

Wellmark Match Grant- Mary will be sending out a letter of intent for this grant. The city would like to know the Boards thoughts on the playground equipment. Board Member Cassler questioned the placement of the equipment. She would rather have rocks & ropes. Motion made by Board Member Holst, seconded by Board Member Cassler, to recommend the playground equipment of rocks & ropes as presented, Roll call: Ayes 6. Nays: 0 Motion carried.

BRSC update- City Administrator Arentsen stated that the restrooms are almost done. There is an ASA tournament next weekend at the fields. It does not look like USSSA will be using the fields this year.

Alan Knuth, 7525 NE 80th St, Bondurant, IA 50035-1221, asked the Park and Rec. Board for their approval on letting BSC take over Eagle Park for practices. Alan Knuth spoke with Robert Lorentzen on the future plans of the park by the Eagle Scouts. BSC will treat Eagle Park like the other soccer property and will keep up on the mowing, fertilizer, etc. Eagle Scouts will have first dibs if they decide they need that land. Board Member Holst questioned the parking and suggested more "No Parking" signs be put up on Second St. NW. Alan will write a letter of purpose and present to Council. He will also speak with neighboring residents on his intent. Motion made by Board Member Hartzler, seconded by Board Member Collison, to recommend to Council the use of Eagle Park by BSC for practices, Roll call: Ayes 6. Nays: 0 Motion carried.

City Playground- Installation at Wolf Creek is complete. City Administrator Arentsen presented to the Board additional items for each park; 8' bench, trash receptacle, bike rack and a picnic table. It will take a little over \$10,000 for the additional items and there is plenty of space at each location. He also spoke to Robert Lorentzen about some Eagle Scouts building some shelters for the parks. Administrative Assistant Richardson-Kugler questioned if the picnic tables would be ADA compliant. Motion made by Board Member Collison, seconded by Board Member Holst, to recommend to Council the additional items at each park, Roll call: Ayes 6. Nays: 0 Motion carried.

City Park shelter- City Administrator Arentsen stated that the trench was dug today and the footings should be in the ground next week. Board Member Hartzler would like to know about the splash pad.

Discussion was led by City Administrator Arentsen regarding the Porch Swings and Fireflies project. This project has been approved by Council and will be built with funds from grants. Board Chair Van Horn would like to know if the shelter is coming down. Shelter will be relocated along with the Bondurant sign and the flag pole. The city would like suggestions from the Board on where to put the sign. One way these grant funds will be obtained is through the Community Visioning Program. The members of the Parks and Recreation Board were invited to attend a focus group of their choice on May 2, 2015 to state their opinions on the communities landscaping. Parking area for this project will be provided on land at 117 Brick St. SE, land owned by DNG Properties LLC, with a walking path to the Porch Swings and Fireflies.

Event Report- 1000+ people attended the Easter event. Keep Bondurant Beautiful will take place this Saturday with the help from Central Iowa Bandits and the Boy Scouts. The Middle School will be cleaning up around town on Friday. Chichaqua Valley Trail grand opening will be April 25, 2015 with 9 square, wing eating contest and human foosball. Board Chair Van Horn suggested adding everyone is welcome to the spring/summer brochure.

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

- No Comment

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

- Board Member Gipple school would like to get with Shelby on scheduling the gym.

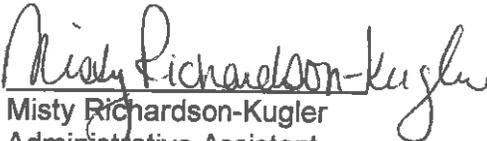
The following items were discussed as part of the City Administrator's comments:

- Trail going west is open. Chichaqua in Jasper County received \$280,000 to fix their trails. Trail from Depot to Brick Street Market will be installed next year. Interpretive signs at Depot will be installed next week by the high school. Polk County gave the City \$20,000 to go toward the park shelter.

The following items were discussed as part of the Recreation Coordinator's comments:

- No Comment

Board Chair Van Horn adjourned the meeting at 6:50 p.m.
A Regular meeting will be held on Thursday, May 21, 2015, at 6:00 p.m.


Misty Richardson-Kugler
Administrative Assistant

ATTEST:

Joe Van Horn
Board Chair

PLANNING AND ZONING COMMISSION
May 14, 2015
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 Brian Clayton
Commission Member Jennifer Keeler
Commission Member Jeff Kromrie
Commission Member Tamara Russell
Commission Member Laura Wood

Absent: Commission Member Roy McCleary

City Officials

Present: City Administrator Mark Arentsen, Assistant to City Administrator Mary Rork-Watson

3. Perfecting and Approval of the Agenda

Motion made by Commission Member Kromrie, seconded by Commission Member Clayton, to approve the agenda as presented. Roll Call: Ayes: 6. Nays: 0. Motion carried.

4. Approval of Planning & Zoning Commission Minutes – April 09, 2015

Motion made by Commission Member Russell, seconded by Commission Member Wood, to approve the minutes as presented. Roll Call: Ayes: 6. Nays: 0. Motion carried.

5. Guests requesting to address the Planning and Zoning Commission – none

6. **RESOLUTION PZ-15-06** – Resolution recommending the approval of the rezoning of the existing R-5 PUD to R-2 Residential in the proposed Mallard Creek subdivision

Erin Ollendike, Civil Design Advantage, Grimes, was present at the meeting to explain the rezoning request and to answer questions from Commission Members. Ms. Ollendike said the PUD rezoning from 2009 would expire which means the zoning would revert to the original R-2 zoning. She said the duplex lots along 2nd Street NW would be accessed from the subdivision and there would be no driveways on 2nd Street NW. She wasn't sure if the duplexes would be owner-occupied or rentals. The streets in the subdivision would be public streets. The zoning request is only for the current R-5 PUD.

Commission Chair Higgins said the City has plans to rezone the surrounding property to R-1 for single homes. Discussion regarding this rezoning is planned for the next P&Z meeting.

Karen Hudson, 8894 94th Avenue, Northeast, spoke about the small area plans addressing the issue of residences facing south by possibly constructing alley-fed lots.

Ms. Ollendike said Classic Homes builds quality developments that include duplexes and single-family homes; for example, Centennial Pointe in Ankeny. She explained the parkland dedication would be outside the floodplain and would meet zoning requirements.

Motion made by Commission Member Kromrie, seconded by Commission Member Russell, to recommend PZ-15-06 for approval and forward to the City Council with a recommendation for approval of the same. Roll Call: Ayes: 6. Nays: 0. Motion carried.

7. Discussion Item – Seasonal Business Structures

Commission Chair Higgins said he wanted to discuss standards for seasonal businesses because there aren't any regulations for them at present. In the past, some vendors have been denied opportunities to conduct business or the businesses caused problems with traffic flow. He asked other Commission Members if they thought it was worth setting regulations for parking, seating, or signage.

Byron Vermie and Hansen Vermie, were present to answer questions about their seasonal business, Beach Bum's Tropical Sno, that will be opening this spring near east of Founders, near the old Legion Hall.

Byron Vermie said the structure is stable and will have electricity. Hansen Vermie said the structure will be updated with a corrugated roof. Parking is available on the street. The transient permit from the City is good for six months and the business will be open through the end of October, weather permitting.

Commission Members said the stand should receive a lot of business from cyclists using the trails.

Commission Members will discuss standards for seasonal businesses and food trucks at future meetings.

8. Reports / Comments and appropriate action thereon:

a. Commission Member Comments

- Commission Member Kromrie – traffic on Grant Street S and the US 65 is congested at the intersection. Wondered if there was any further information about straightening the intersection.
- Commission Member Clayton – no comment
- Commission Member Russell – no comment
- Commission Member Wood – asked about process for rezoning the proposed Mallard Creek subdivision from R-2 to R-1

Commission Chair said discussion will begin at the next P&Z meeting and the landowner and developer will be invited to give feedback. Then a public hearing will be set.

Commission Member Wood asked about planned street connections to the proposed subdivision and Commission Members discussed the suggested touchpoints on the Comprehensive Plan to guide developers.

- Commission Member Keeler – updated commission members on the BDI Arts and Recreation committee plans for Porch Swings and Fireflies. Said Community

Visioning Focus Groups were successful. A chalk art festival is planned as part of the activities during the Jazz in July event.

- b. Commission Chair Comments – Mayor Ryan is resigning from city government and his last meeting is June 1. A reception is scheduled for after the Council meeting and the public is invited.
- c. City Administrator Comments – none

8. Adjournment

Motion made by Commission Member Russell, seconded by Commission Member Kromrie, to adjourn the meeting at 7:29 p.m. Roll Call: Ayes: 6. Nays: 0. Motion carried.

Mary Rork-Watson, Asst. to City Administrator

ATTEST:

Dave Higgins, Commission Chair

CHECK NO	DATE	EMP NO	PAY TO THE ORDER OF	CHECK AMOUNT	CLEARED	VOIDED	MANUAL
1			LEGACY BANK				
47229	5/22/2015	8402	MARK J ARENTSEN	2219.71			
47230	5/22/2015	3129	MARGARET L CHRISTIAN	482.01			
47231	5/22/2015	5103	PATRICK COLLISON	1323.40			
47232	5/22/2015	4128	JOHN A DOUGLAS	93.30			
47233	5/22/2015	3106	SHELLEY KESLING	521.11			
47234	5/22/2015	9135	ZACHARY T MCINTOSH	105.20			
47235	5/22/2015	9149	COLLIN S MCKINSTRY	35.33			
47236	5/22/2015	5109	MICHELLE WELLS	1263.10			

				6043.16			
				ACH TRANSACTIONS			
90501	5/22/2015	7104	BOYCE E BAILEY	820.30			
90601	5/22/2015	4130	RONALD J BROWN	581.76			
90701	5/22/2015	3118	JENNIFER CAMPBELL	920.80			
90801	5/22/2015	9157	AUSTIN M DEMERS	170.38			
90901	5/22/2015	5113	LORI DUNHAM	1364.41			
91001	5/22/2015	7101	KENNETH E GROVE	1205.74			
91101	5/22/2015	5118	SHELBY HAGAN	1021.40			
91201	5/22/2015	9158	JESSE L HANSON	72.73			
91301	5/22/2015	7105	DAVID HIGGINS	968.56			
91401	5/22/2015	4135	JOSH D JONES	578.08			
91501	5/22/2015	9148	DAWSON D LESTER	27.02			
91601	5/22/2015	7106	JASON L MCGRANN	985.36			
91701	5/22/2015	3130	MARILYN M O'BRIEN	473.27			
91801	5/22/2015	5119	MISTY L RICHARDSON-KUGLER	200.00			
91802	5/22/2015	5119	MISTY L RICHARDSON-KUGLER	5.00			
91803	5/22/2015	5119	MISTY L RICHARDSON-KUGLER	729.99			
91901	5/22/2015	5120	MARY R RORK-WATSON	996.65			
92001	5/22/2015	3128	JILL C SANDERS	1312.28			
92101	5/22/2015	1478	PATRICIA E SMITH	230.31			
92201	5/22/2015	4132	JANETTE L YOUNG	103.68			

				12767.72			
				BANK TOTAL	18810.88		
				REPORT TOTAL	18810.88		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
LEGACY BANK								
A-23652	1	6/01/15	6/01/15	1715 A KING'S THRONE KYBOS	218.00	001	001-440-6415	1
				INVOICE TOTAL	218.00			
				VENDOR TOTAL	218.00			
1473 ACCESS SYSTEMS LEASING								
16967392	1	6/02/15	6/02/15	COPIER	311.14	001	001-410-6499	1
	2			SERVER SUPPORT	361.00	001	001-410-6725	1
				INVOICE TOTAL	672.14			
				VENDOR TOTAL	672.14			
1516 ACCESS SYSTEMS								
INV322438	1	6/02/15	6/02/15	PDF PRINTING ISSUE	385.00	001	001-410-6419	1
				INVOICE TOTAL	385.00			
				VENDOR TOTAL	385.00			
1230 ACME ELECTRIC COMPANIES								
3397006	1	6/01/15	6/01/15	TOILET FLANGES	16.99	324	324-440-6799	1
				INVOICE TOTAL	16.99			
3412845								
	1	6/02/15	6/02/15	SOCKET ADAPTOR,PLIERS	19.57	110	110-210-6507	1
	2			PLIERS	11.99	600	600-811-6507	1
				INVOICE TOTAL	31.56			
				VENDOR TOTAL	48.55			
35 ANKENY SANITATION								
171783	1	6/01/15	6/01/15	YARD WASTE DUMPSTERS	488.92	670	670-840-6440	1
				INVOICE TOTAL	488.92			
				VENDOR TOTAL	488.92			
37 ARDICK EQUIPMENT COMPANY								
7081	1	6/01/15	6/01/15	STREET SIGNS	107.00	001	001-210-6499	1
				INVOICE TOTAL	107.00			
				VENDOR TOTAL	107.00			
1056 MARK ARENTSEN								
06012015	1	6/01/15	6/01/15	MILEAGE ALLOW JUNE 2015	165.00	001	001-621-6240	1
	2			MILEAGE ALLOW JUNE 2015	165.00	600	600-812-6240	1
	3			MILEAGE ALLOW JUNE 2015	170.00	610	610-817-6240	1
				INVOICE TOTAL	500.00			
				VENDOR TOTAL	500.00			
1840 ASSO FOR RURAL/SMALL LIBRARIES								
8870	1	6/02/15	6/02/15	MEMBERSHIP	49.00	001	001-410-6210	1
				INVOICE TOTAL	49.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
VENDOR TOTAL					49.00			
1011561	1	6/02/15	6/02/15	1085 BLANK PARK ZOO EDUCATION PROGRAM 7/27/1	90.00	167	167-410-6506	1
INVOICE TOTAL					90.00			
VENDOR TOTAL					90.00			
33213	1	6/02/15	6/02/15	1718 BRICK STREET MARKET TRASH BAGS	17.85	001	001-410-6310	1
INVOICE TOTAL					17.85			
60790	1	6/02/15	6/02/15	BAKERY ITEMS,NAPKINS,DRI	15.78	001	001-410-6240	1
INVOICE TOTAL					15.78			
VENDOR TOTAL					33.63			
12376	1	6/02/15	6/02/15	1487 BURGET MILL INC STRAW	16.31	335	335-430-6791	1
	2			STRAW	16.31	335	335-430-6793	1
	3			STRAW	16.31	335	335-430-6794	1
	4			STRAW	16.32	335	335-430-6795	1
INVOICE TOTAL					65.25			
VENDOR TOTAL					65.25			
9670082515	1	6/02/15	6/02/15	1515 CENTURYLINK SERVICES	65.99	610	610-816-6373	1
INVOICE TOTAL					65.99			
9672418515	1	6/02/15	6/02/15	SERVICES	299.83	001	001-650-6373	1
INVOICE TOTAL					299.83			
9672668515	1	6/02/15	6/02/15	SERVICES	63.91	001	001-410-6373	1
	2			SERVICES	161.94	001	001-410-6419	1
INVOICE TOTAL					225.85			
9674790515	1	6/02/15	6/02/15	SERVICES	230.97	001	001-410-6373	1
INVOICE TOTAL					230.97			
9674902515	1	6/02/15	6/02/15	SERVICES	104.75	001	001-150-6373	1
	2			SERVICES	104.75	001	001-160-6373	1
INVOICE TOTAL					209.50			
9675778515	1	6/02/15	6/02/15	SERVICES	76.98	110	110-210-6373	1
INVOICE TOTAL					76.98			
VENDOR TOTAL					1,109.12			
762376819	1	6/01/15	6/01/15	1228 CINTAS CORPORATION #762 LAUNDRY 5/5/15	36.18	001	001-650-6409	1
	2			LAUNDRY 5/5/15	20.11	110	110-210-6499	1
	3			LAUNDRY 5/5/15	10.00	001	001-150-6499	1
INVOICE TOTAL					66.29			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
762380363	1	6/01/15	6/01/15	LAUNDRY 5/19/15	22.55	001	001-650-6409	1
	2			LAUNDRY 5/19/15	20.11	110	110-210-6499	1
	3			LAUNDRY 5/19/15	10.00	001	001-150-6499	1
				INVOICE TOTAL	52.66			
			VENDOR TOTAL	118.95				
75748				1284 COMMUNICATION INNOVATORS				
	1	6/01/15	6/01/15	CHANGE IP ADDRESS-ROUTER	250.00	001	001-650-6350	1
	2			RECONFIGURE FIRE ST PHON	412.50	001	001-150-6373	1
	3			RECONFIGURE FIRE ST PHON	400.00	001	001-160-6373	1
			INVOICE TOTAL	1,062.50				
			VENDOR TOTAL	1,062.50				
255293044				939 OCCUPATIONAL HEALTH CTR OF SW				
	1	6/01/15	6/01/15	PRE-EMPLOY PHYSICAL-BREC	186.50	001	001-150-6230	1
			INVOICE TOTAL	186.50				
			VENDOR TOTAL	186.50				
0429327-IN				1580 D & K PRODUCTS				
	1	6/02/15	6/02/15	GRASS SEED	185.00	335	335-430-6791	1
	2			GRASS SEED	185.00	335	335-430-6793	1
	3			GRASS SEED	185.00	335	335-430-6794	1
	4			GRASS SEED	185.00	335	335-430-6795	1
			INVOICE TOTAL	740.00				
			VENDOR TOTAL	740.00				
5592133				134 DEMCO				
	1	6/02/15	6/02/15	LABELS,PROTECTORS,DUE SL	90.19	001	001-410-6506	1
			INVOICE TOTAL	90.19				
			VENDOR TOTAL	90.19				
106JS				1393 DES MOINES BICYCLE COLLECTIVE				
	1	6/01/15	6/01/15	TRAIL MAPS-50	17.50	001	001-430-6506	1
			INVOICE TOTAL	17.50				
			VENDOR TOTAL	17.50				
1043969				142 DES MOINES STAMP MANUFACTURING				
	1	6/02/15	6/02/15	APPRECIATION PLAQUE-RYAN	104.00	001	001-620-6580	1
			INVOICE TOTAL	104.00				
			VENDOR TOTAL	104.00				
07132015				1843 DINO O'DELL				
	1	6/02/15	6/02/15	DINOSAUR PROGRAM 7/13/15	325.00	167	167-410-6506	1
			INVOICE TOTAL	325.00				
			VENDOR TOTAL	325.00				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
05202015	1	6/02/15	6/02/15	1706 ELKADER PUBLIC LIBRARY BOOK PAGE SUBSCRIPTION	82.20	001	001-410-6502	1
				INVOICE TOTAL	82.20			
				VENDOR TOTAL	82.20			
42-79994	1	6/01/15	6/01/15	1079 FAST SIGNS SPONSOR SIGN-PEAK	175.00	001	001-440-6402	1
				INVOICE TOTAL	175.00			
42-79995	1	6/01/15	6/01/15	SPONSOR SIGN-HUBER	175.00	001	001-440-6402	1
				INVOICE TOTAL	175.00			
42-79996	1	6/01/15	6/01/15	SPONSOR SIGN-PEZZETTI	175.00	001	001-440-6402	1
				INVOICE TOTAL	175.00			
				VENDOR TOTAL	525.00			
153103	1	6/02/15	6/02/15	1841 FINDAWAY WORLD LLC EARBUDS-50	74.99	001	001-410-6506	1
				INVOICE TOTAL	74.99			
				VENDOR TOTAL	74.99			
1022 515	1	6/02/15	6/02/15	1069 FIRST NATIONAL BANK OMAHA PALMERS DELI-MAYOR LUNCH	21.48	001	001-620-6240	1
				INVOICE TOTAL	21.48			
4250 515	1	6/02/15	6/02/15	IDRIVE ANNUAL SUBSCRIPTI	49.50	001	001-621-6419	1
	2			DMACC-ORNAMENTAL GRASS T	20.00	001	001-440-6298	1
	3			MENARDS DSM-BRSC BATHROO	42.36	324	324-440-6799	1
	4			AMAZON-BOOKS	55.90	001	001-410-6502	1
	5			ORIENTAL TRADING CO-SUPP	241.78	001	001-430-6599	1
				INVOICE TOTAL	409.54			
				VENDOR TOTAL	431.02			
2-162040	1	6/01/15	6/01/15	913 G & L CLOTHING JEANS-KG	116.07	110	110-210-6181	1
				INVOICE TOTAL	116.07			
				VENDOR TOTAL	116.07			
07202015	1	6/01/15	6/01/15	932 IAMU OSHA 30-HR TRAINING-HIGG	160.00	600	600-811-6230	1
	2			OSHA 30-HR TRAINING-HIGG	160.00	610	610-816-6230	1
	3			OSHA 30-HR TRAINING-HIGG	160.00	110	110-210-6230	1
				INVOICE TOTAL	480.00			
				VENDOR TOTAL	480.00			
INV57355	1	6/02/15	6/02/15	210 IMWCA WORK COMP PREM 15-16 #1	8,006.00	112	112-621-6160	1
				INVOICE TOTAL	8,006.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
					VENDOR TOTAL			8,006.00
06152015	1	6/02/15	6/02/15	1722 JESTER PUPPETS PUPPET PROGRAM 6/15/15	300.00	167	167-410-6506	1
					INVOICE TOTAL			300.00
					VENDOR TOTAL			300.00
241 515	1	6/01/15	6/01/15	40 MEDIACOM INTERNET	115.90	001	001-621-6373	1
					INVOICE TOTAL			115.90
					VENDOR TOTAL			115.90
78646	1	6/01/15	6/01/15	842 MENARDS PAINT;SUPPLIES	210.54	324	324-440-6799	1
					INVOICE TOTAL			210.54
78675	1	6/01/15	6/01/15	PLYWOOD	121.19	324	324-440-6799	1
					INVOICE TOTAL			121.19
78916	1	6/01/15	6/01/15	FLOWER SUPPLIES	18.45	001	001-430-6320	1
					INVOICE TOTAL			18.45
78966	1	6/01/15	6/01/15	WALL GRIPS	10.87	110	110-210-6507	1
					INVOICE TOTAL			10.87
79039	1	6/01/15	6/01/15	TILING, CONCRETE-T-BALL S	14.56	001	001-430-6599	1
					INVOICE TOTAL			14.56
79125	1	6/01/15	6/01/15	HINGES, SASH LIFT	157.98	324	324-440-6799	1
					INVOICE TOTAL			157.98
					VENDOR TOTAL			533.59
18021 515	1	6/01/15	6/01/15	291 MIDAMERICAN ENERGY SERVICES	45.84	001	001-210-6371	1
	2			SERVICES	491.29	110	110-210-6371	1
	3			SERVICES	403.33	610	610-816-6371	1
	4			SERVICES	281.83	001	001-150-6371	1
	5			SERVICES	281.83	001	001-160-6371	1
	6			SERVICES	415.72	001	001-430-6371	1
	7			SERVICES	731.00	001	001-410-6371	1
	8			SERVICES	241.55	001	001-650-6371	1
	9			SERVICES	3,904.37	110	110-210-6372	1
					INVOICE TOTAL			6,796.76
					VENDOR TOTAL			6,796.76
05312015	1	6/02/15	6/02/15	1153 JILL MOLAND CLEANING	400.00	001	001-650-6499	1
					INVOICE TOTAL			400.00
					VENDOR TOTAL			400.00

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
184	1	6/01/15	6/01/15	738 DES MOINES AREA MPO FY16 ASSESSMENT	3,860.00 3,860.00	001 001-621-6210	1
				INVOICE TOTAL			
				VENDOR TOTAL	3,860.00		
590837-IN	1	6/01/15	6/01/15	308 MUNICIPAL SUPPLY 1" METER	242.80 242.80	600 600-811-6727	1
				INVOICE TOTAL			
				VENDOR TOTAL	242.80		
40023622	1	6/01/15	6/01/15	286 METRO WASTE AUTHORITY YARD WASTE STICKERS-200	250.00 250.00	670 670-840-6580	1
				INVOICE TOTAL			
6755	1	6/02/15	6/02/15	ELECTRONIC WASTE 295LBS	147.50 147.50	001 001-410-6419	1
				INVOICE TOTAL			
70005493	1	6/01/15	6/01/15	LARGE ITEM STICKERS-50	250.00 250.00	670 670-840-6580	1
				INVOICE TOTAL			
70005515	1	6/02/15	6/02/15	CURB-IT FEE	4,208.20 4,208.20	670 670-840-6435	1
				INVOICE TOTAL			
				VENDOR TOTAL	4,855.70		
05052015	1	6/02/15	6/02/15	1765 MARILYN O'BRIEN MILEAGE REIMB 12/18-5/5/	121.90 121.90	001 001-410-6240	1
				INVOICE TOTAL			
				VENDOR TOTAL	121.90		
9568167001	1	6/01/15	6/01/15	322 OFFICE DEPOT INC PAPER CLIPS	5.62 5.62	001 001-410-6506	1
				INVOICE TOTAL			
9568349001	1	6/01/15	6/01/15	FOLDERS; BINDER	48.12 48.12	001 001-410-6506	1
				INVOICE TOTAL			
9906906001	1	6/01/15	6/01/15	TONER-PC; LIQUID PAPER	33.82	600 600-812-6506	1
	2			TONER-PC; LIQUID PAPER	33.81	610 610-817-6506	1
				INVOICE TOTAL	67.63		
				VENDOR TOTAL	121.37		
2592	1	6/01/15	6/01/15	342 POLK COUNTY ROCK/BLADE NE 70TH	2,751.00 2,751.00	110 110-210-6417	1
				INVOICE TOTAL			
				VENDOR TOTAL	2,751.00		
15583 422	1	6/02/15	6/02/15	343 POLK COUNTY RECORDER PLEASANT GROVE ADDRESS C	22.00	001 001-540-6405	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	22.00			
				VENDOR TOTAL	22.00			
5973	1	6/02/15	6/02/15	337 POLK COUNTY TREASURER ANIMAL CONTROL APR 2015	255.00	001	001-190-6413	1
				INVOICE TOTAL	255.00			
				VENDOR TOTAL	255.00			
PERMIT 13	1	6/01/15	6/01/15	416 POSTMASTER FIRST CLASS PRESORT PERM	80.00	600	600-812-6508	1
	2			FIRST CLASS PRESORT PERM	80.00	610	610-817-6508	1
	3			FIRST CLASS PRESORT PERM	60.00	670	670-840-6508	1
				INVOICE TOTAL	220.00			
				VENDOR TOTAL	220.00			
01-47760	1	6/02/15	6/02/15	967 PRAIRIE AG SUPPLY SCAG MOWER SWITCH	7.40	001	001-430-6350	1
				INVOICE TOTAL	7.40			
				VENDOR TOTAL	7.40			
H15082 615	1	6/01/15	6/01/15	982 PRINCIPAL LIFE JUNE 2015 LIFE INS	73.28	112	112-621-6150	1
	2			JUNE 2015 LIFE INS	41.05	112	112-210-6150	1
	3			JUNE 2015 LIFE INS	21.21	600	600-811-6150	1
	4			JUNE 2015 LIFE INS	21.21	610	610-816-6150	1
	5			JUNE 2015 LIFE INS	8.59	741	741-865-6150	1
	6			JUNE 2015 LIFE INS	27.34	112	112-430-6150	1
	7			JUNE 2015 LIFE INS	41.06	112	112-410-6150	1
	8			JUNE 2015 LIFE INS	9.54	112	112-170-6150	1
	9			JUNE 2015 LIFE INS	10.68	112	112-440-6150	1
				INVOICE TOTAL	253.96			
				VENDOR TOTAL	253.96			
RI-150855	1	6/01/15	6/01/15	619 RACOM CORPORATION EDACS ACCESS	458.25	001	001-150-6373	1
	2			EDACS ACCESS	458.25	001	001-160-6373	1
				INVOICE TOTAL	916.50			
				VENDOR TOTAL	916.50			
75131765	1	6/02/15	6/02/15	1702 RECORDED BOOKS INC CD BOOK	39.99	001	001-410-6502	1
				INVOICE TOTAL	39.99			
				VENDOR TOTAL	39.99			
1126	1	6/01/15	6/01/15	1839 SHATTUCK'S GREEN ACRES SOD-REPAIR WATERMAIN BRK	97.50	600	600-811-6375	1
				INVOICE TOTAL	97.50			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				VENDOR TOTAL	97.50		
21026	1	6/02/15	6/02/15	1395 SPINUTECH DOMAIN RENEWAL	70.00	001 001-621-6419	1
				INVOICE TOTAL	70.00		
				VENDOR TOTAL	70.00		
6167 515	1	6/01/15	6/01/15	452 STAPLES CREDIT PLAN SPEAKERS	28.99	001 001-410-6419	1
				INVOICE TOTAL	28.99		
				VENDOR TOTAL	28.99		
11043	1	6/02/15	6/02/15	1534 STRATUS BUILDNG SOLUTIONS IOWA CLEANING	443.39	001 001-410-6499	1
				INVOICE TOTAL	443.39		
				VENDOR TOTAL	443.39		
5146000402	1	6/01/15	6/01/15	387 TREASURER - STATE OF IOWA MAY 2015 SALES TAX	243.00	741 741-050-2140	1
	2			MAY 2015 SALES TAX	464.00	610 610-050-2140	1
	3			MAY 2015 SALES TAX	3,333.00	600 600-050-2140	1
				INVOICE TOTAL	4,040.00		
				VENDOR TOTAL	4,040.00		
64989	1	6/02/15	6/02/15	1658 TUMBLEWEED PRESS INC TUMBLEBOOK LIBRARY SUBSC	598.00	001 001-410-6503	1
				INVOICE TOTAL	598.00		
				VENDOR TOTAL	598.00		
0500016374	1	6/01/15	6/01/15	770 UNITED HEALTHCARE-RIVER VALLEY JUNE 2015 HEALTH INS	2,715.26	112 112-621-6150	1
	2			JUNE 2015 HEALTH INS	1,071.92	0124 001-050-2124	1
	3			JUNE 2015 HEALTH INS	378.24	1024 110-050-2124	1
	4			JUNE 2015 HEALTH INS	142.59	6024 600-050-2124	1
	5			JUNE 2015 HEALTH INS	142.58	6124 610-050-2124	1
	6			JUNE 2015 HEALTH INS	101.43	7424 741-050-2124	1
	7			JUNE 2015 HEALTH INS	582.77	112 112-430-6150	1
	8			JUNE 2015 HEALTH INS	1,562.70	112 112-410-6150	1
	9			JUNE 2015 HEALTH INS	1,559.85	112 112-210-6150	1
	10			JUNE 2015 HEALTH INS	820.95	600 600-811-6150	1
	11			JUNE 2015 HEALTH INS	820.95	610 610-816-6150	1
	12			JUNE 2015 HEALTH INS	403.62	741 741-865-6150	1
	13			JUNE 2015 HEALTH INS	339.16	112 112-170-6150	1
	14			JUNE 2015 HEALTH INS	158.64	112 112-440-6150	1
				INVOICE TOTAL	10,800.66		
				VENDOR TOTAL	10,800.66		

1161 VEENSTRA & KIMM, INC.

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ

42811	11	6/01/15	6/01/15	1161 VEENSTRA & KIMM, INC. APR 2015 BUILDING INSPEC	4,901.08	001	001-170-6490	1
				INVOICE TOTAL	4,901.08			
4285-032	2	6/01/15	6/01/15	ARBOR RIDGE VILLAS SITE	403.00	001	001-540-6407	1
				INVOICE TOTAL	403.00			
4285-034	2	6/01/15	6/01/15	WISTERIA HTS PLT 5 REVIE	253.00	001	001-540-6407	1
				INVOICE TOTAL	253.00			
4285-035	1	6/01/15	6/01/15	WOLF CREEK PLTS 7,8-PREL	178.00	001	001-540-6407	1
				INVOICE TOTAL	178.00			
				VENDOR TOTAL	5,735.08			
9753	515	6/01/15	6/01/15	427 WALMART COMMUNITY DVDS	70.75	001	001-410-6502	1
	2			SUPPLIES	39.42	001	001-410-6310	1
	3			SUPPLIES	15.59	001	001-410-6599	1
	4			SUPPLIES	13.68	001	001-410-6506	1
				INVOICE TOTAL	139.44			
				VENDOR TOTAL	139.44			
07202015	1	6/02/15	6/02/15	1842 WILDLIFE CARE CLINIC WILDLIFE PROGRAM 07/20/1	127.31	167	167-410-6506	1
				INVOICE TOTAL	127.31			
				VENDOR TOTAL	127.31			
				LEGACY BANK TOTAL	60,020.77			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	60,020.77			
				GRAND TOTALS	60,020.77			
				Interim Warrants	7,633.71			
				Total	<u>\$67,654.48</u>			

**CITY OF BONDURANT
INTERIM WARRANT LIST
June 1, 2015**

DATE	VENDOR - REFERENCE	ACCOUNT CODE	TOTALS
05/21/15	Trophy Depot - Tot T-ball medals	001-430-6599	237.71
05/22/15	IRS USA tax payment - Federal/FICA		7,396.00
		Total	7,633.71

ACCOUNT NO ALPHA ID	DEPOSIT DATE	PEN TIMES	DEPOSIT AMOUNT	INTEREST AMOUNT	TOTAL AMOUNT	DEPOSIT REFUND CODE
2379501 HARKEN MIKE	6/03/05	5	18.84	.00	18.84	Check
3080007 TRM PROPERTIES LLC	4/15/15	1	78.51	.00	78.51	Check
5575007 CAMPBELL KIMMIE	8/06/14		78.51	.00	78.51	Check
5720001 APPLEBY BREANNE	5/30/06	4	91.73	.00	91.73	Check
6205003 DANIELSON MIKE	9/12/07	26	72.50	.00	72.50	Check
6593608 MULBERRY POINTE LLC	3/13/15		84.72	.00	84.72	Check
6593717 MULLEN EMILY	7/10/13	5	82.36	.00	82.36	Check
6593718 MULBERRY POINTE LLC	5/12/15		82.36	.00	82.36	Check
6596413 PRINCE CHRISTINE	7/07/14		79.36	.00	79.36	Check
6596514 MIHALOVICH ZACH	6/28/12	25	69.53	.00	69.53	Check
6596610 MULBERRY POINTE LLC	5/12/15		82.36	.00	82.36	Check
6596712 MULBERRY POINTE LLC	4/15/15		23.06	.00	23.06	Check
6598606 MELENDREZ ASHLEY	6/12/09	41	8.81	.00	8.81	Check
6724400 SAGE HOMES INC	4/15/15		76.70	.00	76.70	Check
9022001 SWAFFORD DARREL	9/16/05	25	79.71	.00	79.71	Check
9442010 PARKS SARAH	7/07/14		37.83	.00	37.83	Check
10186001 BEER MARCUS ALL	10/15/08		53.97	.00	53.97	Check
10196001 HUTCHISON NICOLE	8/29/13	6	35.28	.00	35.28	Check
10202000 CHATEAU HOMES LLC	4/01/15		153.87	.00	153.87	Check
10203000 CHATEAU HOMES LLC	4/15/15		137.63	.00	137.63	Check
12001501 METZ JAMI	4/05/10		14.52	.00	14.52	Check
14005301 ANDRADE ANGELICA	8/02/13	10	52.17	.00	52.17	Check
14005302 KADING PROPERTIES	5/12/15		79.71	.00	79.71	Check
15005800 MJ PROPERTIES	5/12/15		78.51	.00	78.51	Check
REPORT TOTAL			1652.55	.00	1652.55	
WATER			1652.55	.00	1652.55	

GRAND TOTALS-A/P	60,020.77
UTILITY DEPOSIT REFUNDS	1,652.55
INTERIM WARRANT LIST	<u>7,633.71</u>
TOTAL	<u><u>\$69,307.03</u></u>

**Tax Abatement Applications
June 01, 2015**

Name	Address	Completion Date	Construction Cost
Austin Nelson	3200 Birch Street, SW	5/25/2015	189,000
Michelle & Travis Frazier	416 Alpha Street, NW	5/22/15	
Stephanie Johnson	509 Evergreen Drive, NW	2/16/15	263,900
Malinda Crosby	123 Aspen Drive, NE	5/15/15	237,500
Michael & Lori Kyle	214 6th Street, NW	5/19/15	249,300
Gabriel Yeakel	3306 Hawthorn Drive, SW	5/27/15	209,000
Scott Eichmeier	312 Sycamore Drive, NW	5/28/15	246,500

CITY OF BONDURANT
RESOLUTION NO. 15-80

RESOLUTION APPROVING THE SITE PLAN FOR AN ADDITION TO 101 MAIN
STREET, SE, BONDURANT

WHEREAS, Daryl Bailey, owner of the building at 101 Main Street, Southeast, Bondurant, has decided to open a microbrewery at this location which will require an addition to the building; AND

WHEREAS, the owner has consulted with the city inspector regarding this addition and it will meet city code; AND

WHEREAS, the commercial business fits the Comprehensive Plan for the Main Street District in Bondurant

WHEREAS, the Planning and Zoning Commission of the City of Bondurant, Iowa, approved the Site Plan and forwarded it to the City Council with a recommendation for approval

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Site Plan for an addition to 101 Main Street, SE, Bondurant, is hereby approved as presented.

Passed this 01st day of June, 2015,

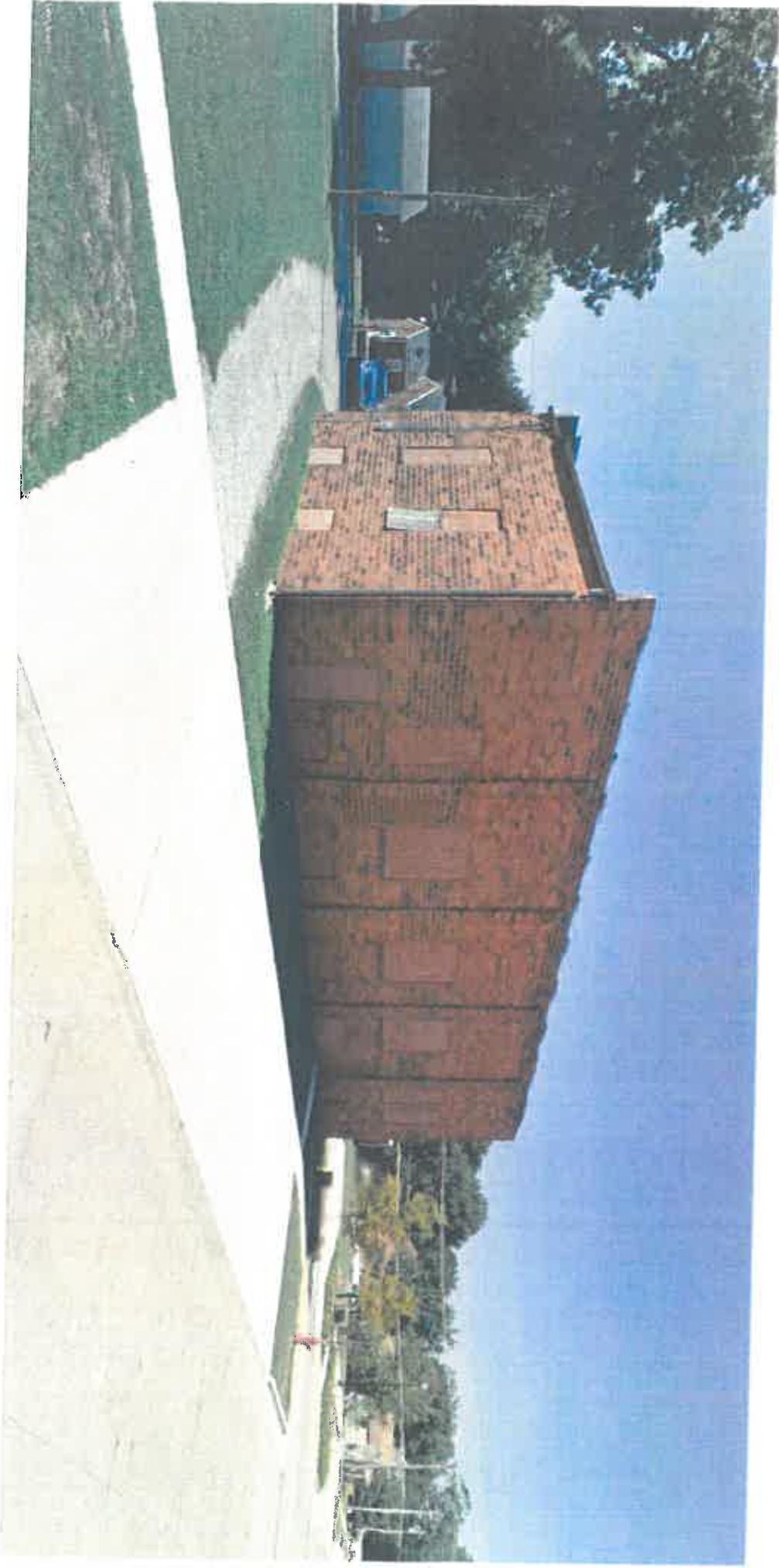
By: _____
Keith Ryan, Mayor

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

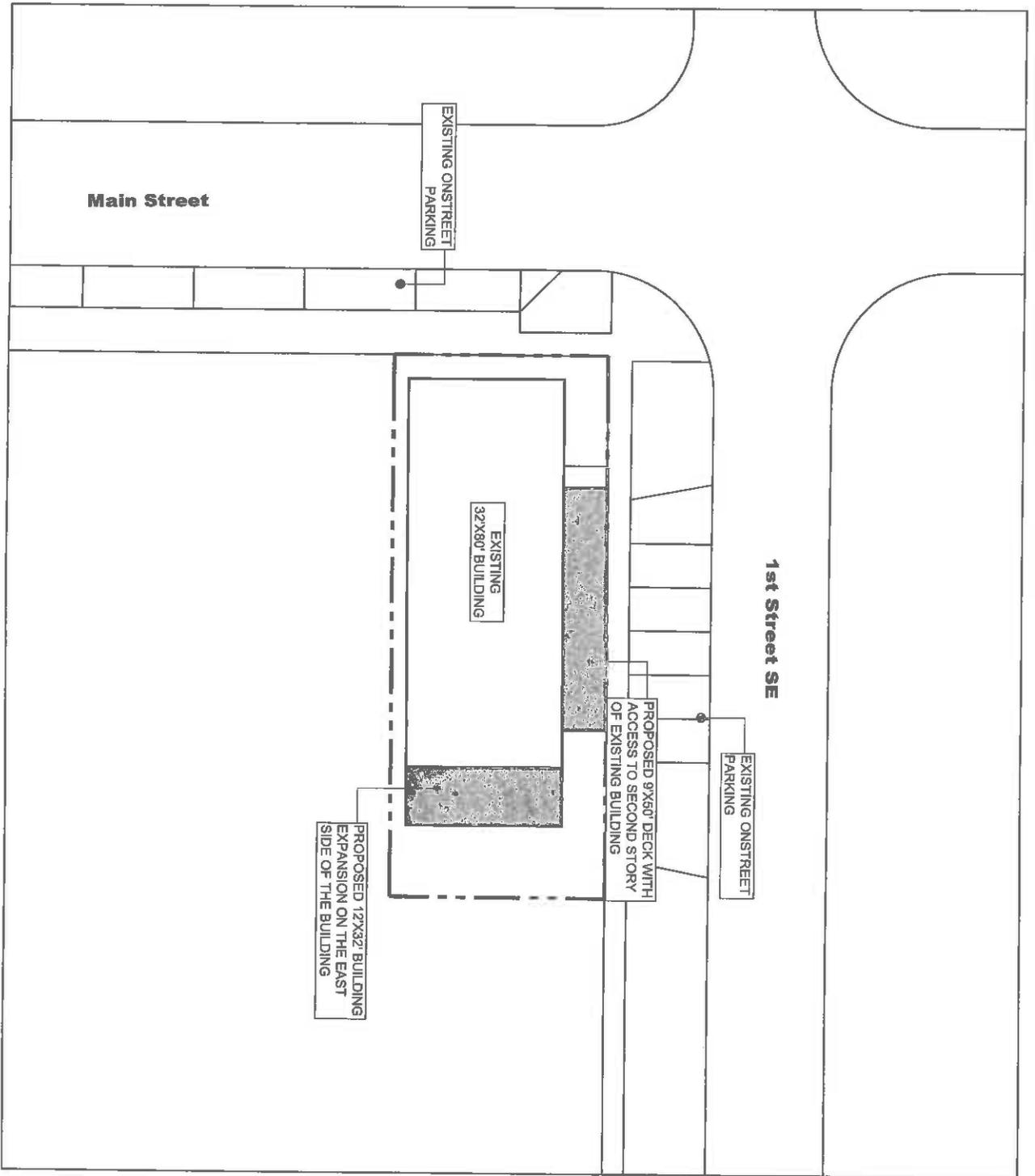
IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Mark J. Arentsen, City Administrator

Council Action	Ayes	Nays	Abstain	Absent
Enos				
Lohse				
Peffer				
Reed				
Sullivan				





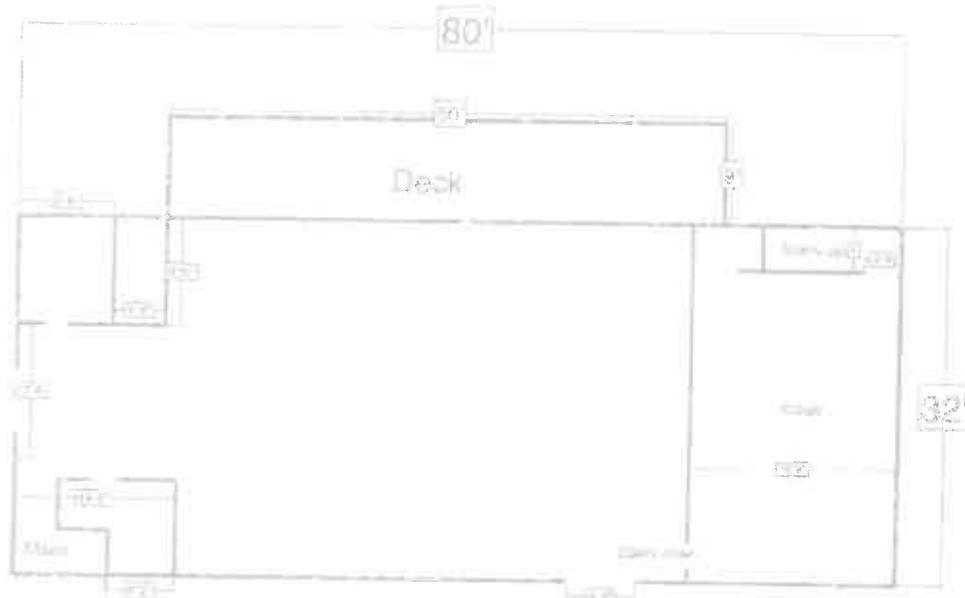


LEGEND
 - - - - - PROPERTY BOUNDARY

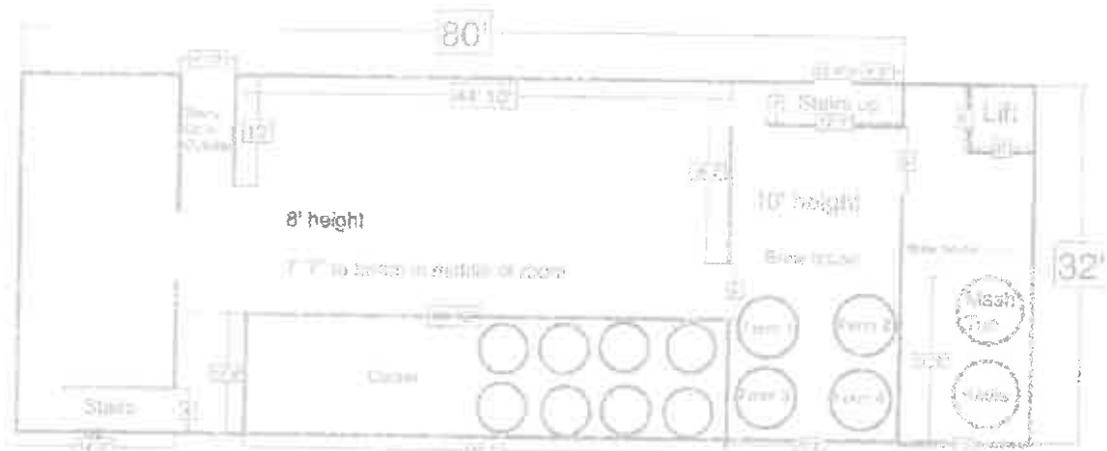
PRELIMINARY SITE LAYOUT

101 MAIN STREET SE
 BONDURANT, IOWA





Upper Level



Lower Level



Bondurant building

CITY OF BONDURANT
RESOLUTION NO. 15-57

RESOLUTION APPROVING CITY OF BONDURANT MEMBERSHIP IN THE
GREATER DES MOINES CONVENTION AND VISITORS BUREAU

WHEREAS, the Greater Des Moines Convention and Visitors Bureau offers benefits to metro communities including co-op advertising and marketing to reach visitors; AND

WHEREAS, the City of Bondurant would benefit from the ability to post events on a shared calendar and promote events and other amenities in the community; AND

WHEREAS, the cost of membership in the Greater Des Moines Convention and Visitors Bureau is \$1,500 per year and membership would begin July 1, 2015

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that City of Bondurant membership in the Greater Des Moines Convention and Visitors Bureau for a cost of \$1,500 per year, effective July 1, 2015, is hereby approved as presented.

Passed this 01st day of June, 2015,

By: _____
Keith Ryan, Mayor

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

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

Mark J. Arentsen, City Administrator

Council Action	Ayes	Nays	Abstain	Absent
Enos				
Lohse				
Peffer				
Reed				
Sullivan				

CITY OF BONDURANT
RESOLUTION NO. 15-70

RESOLUTION APPROVING THE STREET CLOSING APPLICATION FOR
SUMMERFEST ON JUNE 14 – JUNE 16

WHEREAS, Bondurant Men’s Club has submitted a request for street closures for Summerfest on June 14 beginning at noon through June 16 for parade and balloon ride event; AND

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, the Street Closing Application for Bondurant Men’s Club for Summerfest events, is hereby approved as presented.

Passed this 01st day of June, 2015,

By: _____
Keith Ryan, Mayor

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

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

Mark J. Arentsen, City Administrator

Council Action	Ayes	Nays	Abstain	Absent
Enos				
Lohse				
Peffer				
Reed				
Sullivan				

Summerfest 2015 June 15th to 16th Street Closure

June 14, 2015 Starting 12:00 PM



Main St closed at 2nd St NE
 from 7pm - 9pm 6/15 or
 6/16 for balloon ride
 event

1. Main St SE at South Edge of Entrance (East Side) of Fire Station to South side of intersection at 2nd St SE
2. Railroad Street at Main St SE.
3. Parking Lot of Apartments at 12 Main Street SE.
4. 1st St SE from East side of Grant St S. to Alley West of Main St SE and East of Lincoln St SE on 1st St. SE.
5. 2nd St SE Alley (West of Main St SE) to East side of Intersection and 2nd St SE

Summerfest Parade Route June 15th 6:00 PM



This years Summerfest Parade is on Monday June 15th. The parade will start at 6:00 PM. Participants as asked to stage at their designated street at 5:30 PM.

NEW ROUTE – The parade will start at the corner of Lincoln St SE & 3rd St SE. (SE corner of City Park) will proceed West to Grant St. S and continue north to Tailfeather Dr. NW then West to Deer Ridge Dr, South to 2nd St, Then West to Legion Hall where the parade will end.

STAGING AREA 1 – American Legion, Scouts, and all groups that are walking will be staging on Lincoln Street SE, South of 3rd St SE.

STAGING AREA 2 - All participants with cars, trucks, floats, Ball teams, Soccer teams and All Fire Departments and EMS (Fire & EMS Departments will be at end of parade). 3rd Street SE Between Lincoln St SE, and Washington St SE..(Please enter 3rd St SE from Washington St SE.)

If you have any questions, please contact Mark (515-306-0696)

CITY OF BONDURANT
RESOLUTION NO. 15-71

RESOLUTION SETTING A PUBLIC HEARING DATE OF JUNE 16, 2015, TO
CONSIDER THE SALE OF OUTLOT "Y" DETENTION WISTERIA HEIGHTS PLAT 2
TO INTEGRITY HOMES

WHEREAS, Brian Curnes, Integrity Homes, has expressed interest in purchasing an outlot currently owned by the City of Bondurant and legally called Outlot "Y" Detention Wisteria Heights Plat 2; AND

WHEREAS, this sale will benefit the City by reducing the area for the City to maintain and reducing liability, and will remain a detention basin; AND

WHEREAS, combined payment and other considerations are adequate to meet the requirements of a Municipality transferring land under Iowa Code 364.7

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, to set the date of June 16, 2015, at 6:00 p.m. for a public hearing conducted by the Council, pursuant to published notice, for persons to express their views for or against the sale of Outlot "Y" Detention Wisteria Heights Plat 2 to Integrity Homes.

Passed this 01st day of June, 2015,

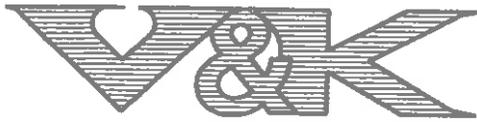
By: _____
Keith Ryan, Mayor

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

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

Mark J. Arentsen, City Administrator

Council Action	Ayes	Nays	Abstain	Absent
Enos				
Lohse				
Peffer				
Reed				
Sullivan				



May 22, 2015

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

BONDURANT, IOWA
WISTERIA HEIGHTS PLAT 5
STORMWATER DETENTION AREA

This letter is a follow to the discussion concerning the ownership status of the detention basin in Wisteria Heights Plat 5. The developer has proposed the adjoining property owners own the detention basin that is now Outlot Y of Wisteria Heights Plat 2.

If the stormwater detention basin is to be established by plat, the writer believes there are certain things that should be required to provide protection to the City of Bondurant, while at the same time keeping the maintenance responsibility for the basin with the adjoining property owners.

First, the writer believes the detention area in the Wisteria Heights Plat 5 should be specifically designated as a stormwater detention easement. The easement should be distinguished from public storm sewer or overland flowage easements as those easements would not be subject to the same restrictions as the designated stormwater detention easement.

If a separate stormwater detention easement is established with the plat, the writer would recommend the following language be added to the final plat relative to the stormwater detention easement:

"The stormwater detention easement shall be subject to the following specific conditions and requirements:

1. No structure or building may be constructed within the stormwater detention easement area.

2. Any fence within or over the stormwater detention easement shall be constructed in a manner to not obstruct the stormwater detention function, but in no case may the bottom of the fence be closer to the ground surface than 12 inches.
3. No material, device, thing, matter or plant may be placed or allowed to grow within the stormwater detention easement in a manner that could obstruct, impede or otherwise interfere with the purpose and function of the stormwater detention facility.
4. The owner of any property on which a portion of the stormwater detention easement is located shall be responsible for all maintenance activities required to keep the stormwater detention facility in good repair and condition at all times, including the removal of debris, trash and vegetation that might accumulate within the detention facility. The said property owner shall be responsible for the removal of silt and other debris that may accumulate from time to time within the stormwater detention facility to the extent such accumulations reduces the effective storage volume required for the stormwater detention function.
5. The owner of any property on which a portion of the stormwater detention easement is located shall not change the grade, elevation, contour, or any other portion of the stormwater detention facility, including any overflow control weir, and shall not modify the stormwater detention facility in any manner that would reduce the volume of stormwater detention.
6. The City of Bondurant shall have the right of access to the stormwater detention easement area and shall have all rights of ingress and egress as reasonably necessary to allow for inspection and any other reasonable activity allowed under the easement, including maintenance.
7. If the City of Bondurant determines the owner of any lot on which a portion of the stormwater detention easement is located is not satisfying the maintenance provision of the stormwater detention easement, the City shall notify the property owner of the required maintenance. The property owner shall have 60 calendar days in which to complete the required maintenance. In the event the property owner does not complete the required maintenance by the end of the 60 calendar day period, or such extended period as agreed to by the City of Bondurant, the City of Bondurant shall have the right

to perform such maintenance as determined by the City to be required to satisfy the maintenance requirements of the stormwater detention easement. In the event the City of Bondurant at the end of the notice period elects to undertake said maintenance the property owner agrees to reimburse and hold the City harmless for any and all costs incurred for the performing of the maintenance required under the maintenance provision of this easement.

8. This easement shall be deemed to run with the land and shall benefit the City of Bondurant, and its successors and assigns, and shall be binding on the property owner and the property owner's successors and assigns. The City of Bondurant shall also have the authority to enforce the maintenance requirement by any other means allowed by law."

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

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:pjh
4285-034

CITY OF BONDURANT
RESOLUTION NO. 15-72

RESOLUTION APPROVING EFNOR ESTATES PLAT 3 FINAL PLAT

WHEREAS, a Final Plat has been submitted for Efnor Estates Plat 3 Final Plat, legally described as Outlots X and Y in Efnor Estates Plat 2, an official plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa; AND

WHEREAS, the following conditions for approval have been met:

1. Construction is 100% complete and approved by the City Public Works Department
2. Verification that the street light fee has been paid to Mid-American Energy
3. Four-year maintenance bonds have been provided for street, sewer, water and storm sewer construction

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Final Plat for Efnor Estates Plat 3, Bondurant, Polk County, Iowa, is hereby approved as presented.

Passed this 01st day of June, 2015,

By: _____
Keith Ryan, Mayor

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

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

Mark J. Arentsen, City Administrator

Council Action	Ayes	Nays	Abstain	Absent
Enos				
Lohse				
Peffer				
Reed				
Sullivan				

Mary Rork-Watson

From: Mark Arentsen [mailto:marentsen@cityofbondurant.com]
Sent: Tuesday, May 26, 2015 4:38 PM
To: 'Mary Rork-Watson'
Subject: FW: Efnor

Mary, Please include the e-mails below with the Efnor Estates Final Plat approval Resolution.

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

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

From: John Kline [mailto:johnckline@outlook.com]
Sent: Tuesday, May 26, 2015 4:32 PM
To: Mark Arentsen
Subject: Re: Efnor

That's why we enjoy working with you. Thanks for being fair.

Sent from my iPhone

> On May 26, 2015, at 4:27 PM, Mark Arentsen <marentsen@cityofbondurant.com> wrote:

>
> John, I would be ok with having the Resolution approved at the 6/1
> Council meeting, but then holding it until the work is done.

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

> -----Original Message-----

> **From:** John Kline [mailto:johnckline@outlook.com]
> **Sent:** Tuesday, May 26, 2015 4:18 PM
> **To:** Mark Arentsen
> **Subject:** Efnor

>
> I have the original plat Doc's and will deliver same to Bondurant

tomorrow.

> The \$25,000 bond will be in your hands no later than Thursday. The
> street light check will be issued Thursday. I'm afraid the weather
> will delay the backfilling until the end of the week. This will delay
> the pipe punch list as well. What can we do to assure the City that the
work will be completed?

> (check, bond?)

>

> Sent from my iPhone=

>

FINAL PLAT EFFNOR ESTATES PLAT 3 SHEET 1 OF 1

OWNER/DEVELOPER
EFFNOR ESTATES, LLC
1500 W. STATE ST. SUITE 200
DES MOINES, IA 50319
PHONE # (515) 283-5915

LEGAL DESCRIPTION
CONFORMS TO THE CITY OF BOWLING GREEN, MISSOURI, PLAT 3, AN OFFICIAL PLAT NOW INCLUDED IN AND
SAID PARCELS CONTAIN 0.75 ACRES.

BULK REGULATIONS

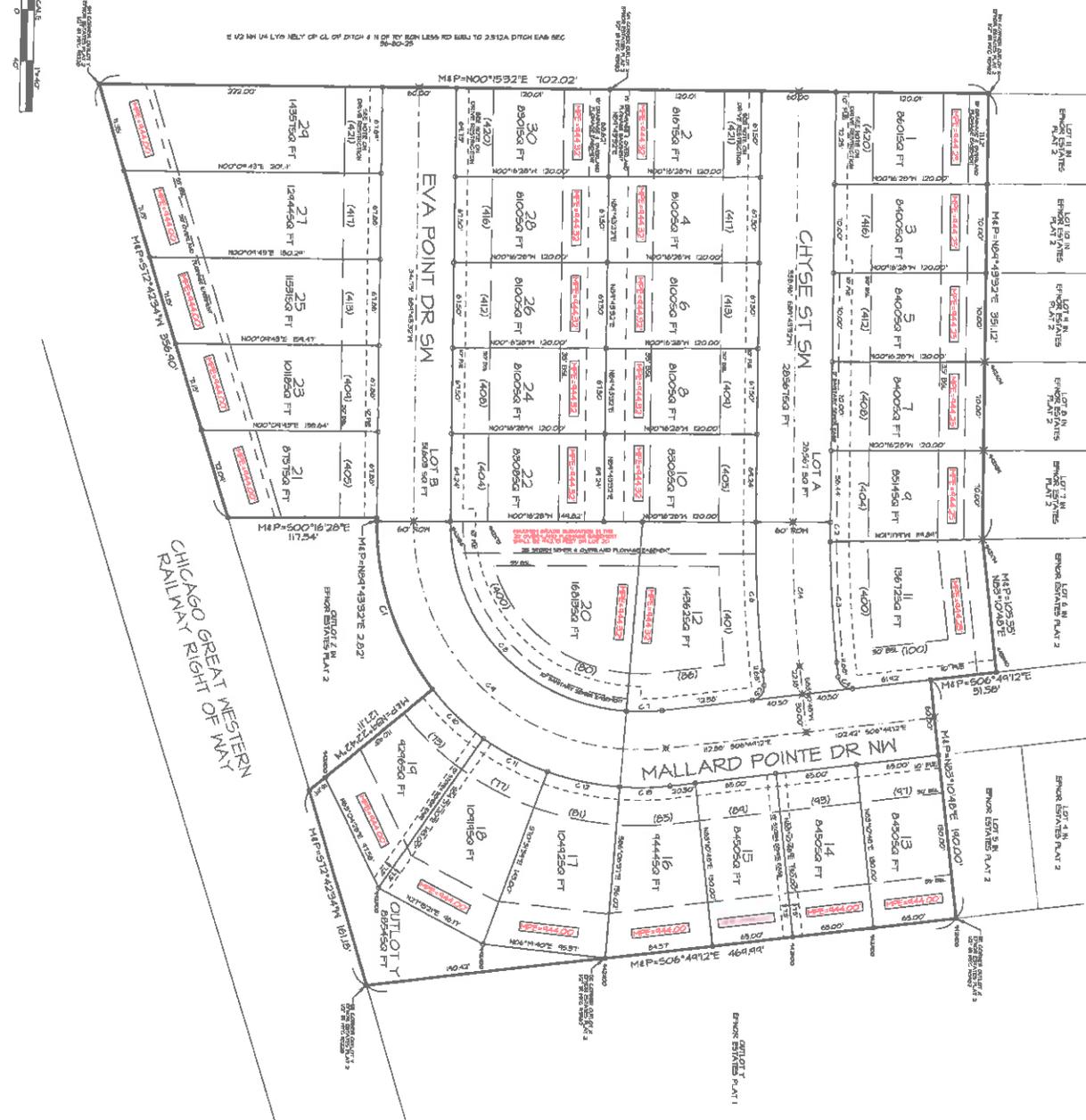
FRONT YARD SETBACK - 30'
SIDE YARD SETBACK - 5'
REAR YARD SETBACK - 10'
MIN. LOT AREA - 10,000 SQ. FT.
MIN. LOT WIDTH - 100 FT.

GENERAL NOTES

- 1) THE PLAT IS SUBJECT TO ALL APPLICABLE ZONING ORDINANCES AND REGULATIONS OF THE CITY OF BOWLING GREEN, MISSOURI.
- 2) THE OWNER REPRESENTS AND WARRANTS THAT THE INFORMATION HEREON IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF.
- 3) THIS PLAT SHALL BE DEPOSITED TO THE CITY OF BOWLING GREEN.

CURVE TABLE

CURVE	ARC	CHORD	BEARING	ANGLE	DELTA	CHORD	TRANSIT
C1	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'
C2	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'
C3	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'
C4	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'
C5	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'
C6	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'
C7	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'
C8	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'
C9	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'
C10	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'
C11	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'
C12	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'
C13	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'
C14	148.00'	147.00'	207.00'	102.00'	162.84'	162.84'	142.81'



CERTIFICATION

I, the undersigned, a duly Licensed Professional Engineer in the State of Iowa, do hereby certify that the above is a true and correct copy of the original plat as filed in the office of the Recorder of Deeds for the City of Bowling Green, Missouri, on this 15th day of August, 2015.

LEGEND

- 1. OWNER'S SURVEY
- 2. SURVEY OF RECORD
- 3. EASEMENT
- 4. RIGHT OF WAY
- 5. UNDEVELOPED LAND
- 6. UNRECORDED EASEMENT
- 7. UNRECORDED EASEMENT
- 8. UNRECORDED EASEMENT
- 9. UNRECORDED EASEMENT
- 10. UNRECORDED EASEMENT
- 11. UNRECORDED EASEMENT
- 12. UNRECORDED EASEMENT
- 13. UNRECORDED EASEMENT
- 14. UNRECORDED EASEMENT
- 15. UNRECORDED EASEMENT
- 16. UNRECORDED EASEMENT
- 17. UNRECORDED EASEMENT
- 18. UNRECORDED EASEMENT
- 19. UNRECORDED EASEMENT
- 20. UNRECORDED EASEMENT
- 21. UNRECORDED EASEMENT
- 22. UNRECORDED EASEMENT
- 23. UNRECORDED EASEMENT
- 24. UNRECORDED EASEMENT
- 25. UNRECORDED EASEMENT
- 26. UNRECORDED EASEMENT
- 27. UNRECORDED EASEMENT
- 28. UNRECORDED EASEMENT
- 29. UNRECORDED EASEMENT
- 30. UNRECORDED EASEMENT

ASSOCIATED ENGINEERING COMPANY OF IOWA
 1500 W. STATE ST. SUITE 200
 DES MOINES, IA 50319
 PHONE (515) 283-5915 FAX (515) 283-5157
 PLO110211 11/20/15

FINAL PLAT

EFNOR ESTATES

PLAT 3

SHEET 1 OF 1

OWNER/DEVELOPER
 EFNOR ESTATES, LLC
 5000 WEST 12TH ST, SUITE 110
 DES MOINES, IOWA 50319
 PHONE: (515) 281-5552

LEGAL DESCRIPTION
 FORTUNA & PART 3 IN EFNOR ESTATES PLAT 2, AN ORIGINAL PLAT, NOW INCORPORATED IN AND SAID PARCELS CONTAIN 0.76 ACRES.

BULK REGULATIONS
 FRONT YARD SETBACK: 5 FT
 SIDE YARD SETBACK: 5 FT
 REAR YARD SETBACK: 5 FT
 TOTAL: 7' MIN (2' IS 0.000')

GENERAL NOTES
 1) SPONGE ASBESTOS DESIGNATION: LOTS 12, 21 & 30 SHALL BE ASSUMED TO HAVE
 2) THE OWNER SHALL BE RESPONSIBLE FOR THE COST OF REMEDIATION OF THE LOTS AS REFERRED TO IN THIS
 3) THE OWNER SHALL BE RESPONSIBLE FOR THE COST OF REMEDIATION OF THE LOTS AS REFERRED TO IN THIS
 4) THE OWNER SHALL BE RESPONSIBLE FOR THE COST OF REMEDIATION OF THE LOTS AS REFERRED TO IN THIS

CURVE TABLE

STATION	CHORD BEARING	CHORD	DELTA	CHORD TANGENT
0+00	S 89° 58' 00" W	100.00	100.00	0.00
0+10	S 89° 58' 00" W	100.00	100.00	0.00
0+20	S 89° 58' 00" W	100.00	100.00	0.00
0+30	S 89° 58' 00" W	100.00	100.00	0.00
0+40	S 89° 58' 00" W	100.00	100.00	0.00
0+50	S 89° 58' 00" W	100.00	100.00	0.00
0+60	S 89° 58' 00" W	100.00	100.00	0.00
0+70	S 89° 58' 00" W	100.00	100.00	0.00
0+80	S 89° 58' 00" W	100.00	100.00	0.00
0+90	S 89° 58' 00" W	100.00	100.00	0.00
1+00	S 89° 58' 00" W	100.00	100.00	0.00
1+10	S 89° 58' 00" W	100.00	100.00	0.00
1+20	S 89° 58' 00" W	100.00	100.00	0.00
1+30	S 89° 58' 00" W	100.00	100.00	0.00
1+40	S 89° 58' 00" W	100.00	100.00	0.00
1+50	S 89° 58' 00" W	100.00	100.00	0.00
1+60	S 89° 58' 00" W	100.00	100.00	0.00
1+70	S 89° 58' 00" W	100.00	100.00	0.00
1+80	S 89° 58' 00" W	100.00	100.00	0.00
1+90	S 89° 58' 00" W	100.00	100.00	0.00
2+00	S 89° 58' 00" W	100.00	100.00	0.00
2+10	S 89° 58' 00" W	100.00	100.00	0.00
2+20	S 89° 58' 00" W	100.00	100.00	0.00
2+30	S 89° 58' 00" W	100.00	100.00	0.00
2+40	S 89° 58' 00" W	100.00	100.00	0.00
2+50	S 89° 58' 00" W	100.00	100.00	0.00
2+60	S 89° 58' 00" W	100.00	100.00	0.00
2+70	S 89° 58' 00" W	100.00	100.00	0.00
2+80	S 89° 58' 00" W	100.00	100.00	0.00
2+90	S 89° 58' 00" W	100.00	100.00	0.00
3+00	S 89° 58' 00" W	100.00	100.00	0.00
3+10	S 89° 58' 00" W	100.00	100.00	0.00
3+20	S 89° 58' 00" W	100.00	100.00	0.00
3+30	S 89° 58' 00" W	100.00	100.00	0.00
3+40	S 89° 58' 00" W	100.00	100.00	0.00
3+50	S 89° 58' 00" W	100.00	100.00	0.00
3+60	S 89° 58' 00" W	100.00	100.00	0.00
3+70	S 89° 58' 00" W	100.00	100.00	0.00
3+80	S 89° 58' 00" W	100.00	100.00	0.00
3+90	S 89° 58' 00" W	100.00	100.00	0.00
4+00	S 89° 58' 00" W	100.00	100.00	0.00
4+10	S 89° 58' 00" W	100.00	100.00	0.00
4+20	S 89° 58' 00" W	100.00	100.00	0.00
4+30	S 89° 58' 00" W	100.00	100.00	0.00
4+40	S 89° 58' 00" W	100.00	100.00	0.00
4+50	S 89° 58' 00" W	100.00	100.00	0.00
4+60	S 89° 58' 00" W	100.00	100.00	0.00
4+70	S 89° 58' 00" W	100.00	100.00	0.00
4+80	S 89° 58' 00" W	100.00	100.00	0.00
4+90	S 89° 58' 00" W	100.00	100.00	0.00
5+00	S 89° 58' 00" W	100.00	100.00	0.00
5+10	S 89° 58' 00" W	100.00	100.00	0.00
5+20	S 89° 58' 00" W	100.00	100.00	0.00
5+30	S 89° 58' 00" W	100.00	100.00	0.00
5+40	S 89° 58' 00" W	100.00	100.00	0.00
5+50	S 89° 58' 00" W	100.00	100.00	0.00
5+60	S 89° 58' 00" W	100.00	100.00	0.00
5+70	S 89° 58' 00" W	100.00	100.00	0.00
5+80	S 89° 58' 00" W	100.00	100.00	0.00
5+90	S 89° 58' 00" W	100.00	100.00	0.00
6+00	S 89° 58' 00" W	100.00	100.00	0.00
6+10	S 89° 58' 00" W	100.00	100.00	0.00
6+20	S 89° 58' 00" W	100.00	100.00	0.00
6+30	S 89° 58' 00" W	100.00	100.00	0.00
6+40	S 89° 58' 00" W	100.00	100.00	0.00
6+50	S 89° 58' 00" W	100.00	100.00	0.00
6+60	S 89° 58' 00" W	100.00	100.00	0.00
6+70	S 89° 58' 00" W	100.00	100.00	0.00
6+80	S 89° 58' 00" W	100.00	100.00	0.00
6+90	S 89° 58' 00" W	100.00	100.00	0.00
7+00	S 89° 58' 00" W	100.00	100.00	0.00
7+10	S 89° 58' 00" W	100.00	100.00	0.00
7+20	S 89° 58' 00" W	100.00	100.00	0.00
7+30	S 89° 58' 00" W	100.00	100.00	0.00
7+40	S 89° 58' 00" W	100.00	100.00	0.00
7+50	S 89° 58' 00" W	100.00	100.00	0.00
7+60	S 89° 58' 00" W	100.00	100.00	0.00
7+70	S 89° 58' 00" W	100.00	100.00	0.00
7+80	S 89° 58' 00" W	100.00	100.00	0.00
7+90	S 89° 58' 00" W	100.00	100.00	0.00
8+00	S 89° 58' 00" W	100.00	100.00	0.00
8+10	S 89° 58' 00" W	100.00	100.00	0.00
8+20	S 89° 58' 00" W	100.00	100.00	0.00
8+30	S 89° 58' 00" W	100.00	100.00	0.00
8+40	S 89° 58' 00" W	100.00	100.00	0.00
8+50	S 89° 58' 00" W	100.00	100.00	0.00
8+60	S 89° 58' 00" W	100.00	100.00	0.00
8+70	S 89° 58' 00" W	100.00	100.00	0.00
8+80	S 89° 58' 00" W	100.00	100.00	0.00
8+90	S 89° 58' 00" W	100.00	100.00	0.00
9+00	S 89° 58' 00" W	100.00	100.00	0.00
9+10	S 89° 58' 00" W	100.00	100.00	0.00
9+20	S 89° 58' 00" W	100.00	100.00	0.00
9+30	S 89° 58' 00" W	100.00	100.00	0.00
9+40	S 89° 58' 00" W	100.00	100.00	0.00
9+50	S 89° 58' 00" W	100.00	100.00	0.00
9+60	S 89° 58' 00" W	100.00	100.00	0.00
9+70	S 89° 58' 00" W	100.00	100.00	0.00
9+80	S 89° 58' 00" W	100.00	100.00	0.00
9+90	S 89° 58' 00" W	100.00	100.00	0.00
10+00	S 89° 58' 00" W	100.00	100.00	0.00

CERTIFICATION

I, the undersigned, being a duly Licensed Professional Engineer in the State of Iowa, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the owner, and that the same conforms to the requirements of the law.

LEGEND

1. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

2. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

3. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

4. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

5. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

6. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

7. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

8. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

9. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

10. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

11. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

12. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

13. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

14. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

15. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

16. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

17. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

18. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

19. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

20. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

21. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

22. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

23. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

24. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

25. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

26. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

27. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

28. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

29. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

30. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

31. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

32. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

33. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

34. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

35. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

36. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

37. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

38. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

39. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

40. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

41. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

42. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

43. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

44. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

45. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

46. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

47. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

48. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

49. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

50. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

51. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

52. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

53. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

54. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

55. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

56. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

57. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

58. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

59. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

60. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

61. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

62. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

63. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

64. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

65. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

66. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

67. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

68. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

69. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

70. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

71. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

72. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

73. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

74. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

75. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

76. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

77. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

78. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

79. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

80. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

81. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

82. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

83. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

84. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

85. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

86. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

87. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

88. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

89. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

90. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

91. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

92. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

93. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

94. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

95. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

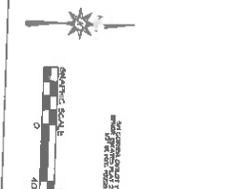
96. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

97. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

98. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

99. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)

100. LOT AREA: 100.00 SQ. FT. (2.28 ACRES)



ASSOCIATED ENGINEERING COMPANY OF IOWA
 2017 North Lincoln Street, Des Moines, IA 50319
 Phone: (515) 281-5552 Fax: (515) 281-5517

PLAT 3 OF 3
 SHEET 1 OF 1

CITY OF BONDURANT
RESOLUTION NO. 15-73

RESOLUTION APPROVING THE UPDATED 28E FOR MUTUAL ASSISTANCE FOR
POLK COUNTY FIRE/RESCUE SERVICES

WHEREAS, the updated 28E replaces the current agreement, signed by participating parties in 2002; AND

WHEREAS, the primary purpose of the update is to incorporate current provisions and requirements of Iowa Code Section 28E and there are no other material modifications to this document; AND

WHEREAS, the document has included numerous opportunities for review and input by PCFCA member jurisdictions

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the updated 28E for Mutual Assistance for Polk County Fire/Rescue Services, is hereby approved as presented.

Passed this 01st day of June, 2015

By: _____
Keith Ryan, Mayor

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

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

Mark J. Arentsen, City Administrator

Council Action	Ayes	Nays	Abstain	Absent
Enos				
Lohse				
Peffer				
Reed				
Sullivan				

**28E AGREEMENT FOR MUTUAL ASSISTANCE
for Polk County Fire/Rescue Services**

By authorized signature of this Agreement, Parties agree to the 28E Agreement for Mutual Aid Assistance for fire/rescue and medical services.

Effective Date: **July 1, 2015**

City of Bondurant

Mayor

Dated

Attest

Dated

Fire Chief

Dated



Administration
Phone 515-223-6220
1900 NW 114th Street
Clive, IA 50325-7077
Fax 515-457-3091

Community Development
Phone 515-223-6221
1900 NW 114th Street
Clive, IA 50325-7077
Fax 515-457-3091

Parks & Recreation
Phone 515-223-5246
1900 NW 114th Street
Clive, IA 50325-7077
Fax 515-457-3092

Aquatic Center
Phone 515-440-0599

Public Library
Phone 515-453-2221
1900 NW 114th Street
Clive, IA 50325-7077
Fax 515-453-2246

Fire Administration
Phone 515-223-1595
8505 Harbach Boulevard
Clive, IA 50325-1029
Fax 515-223-6457

Police Administration
Phone 515-278-1312
8505 Harbach Boulevard
Clive, IA 50325-1029
Fax 515-278-6066

Public Works
Phone 515-223-6231
2123 NW 111th Street
Clive, IA 50325-6917
Fax 515-223-6013

www.cityofclive.com

May 14, 2015

Polk County Fire Chief's Association

RE Updated 28E for Mutual Assistance for Polk County Fire/Rescue Services

Dear PCFCA Members and Partners

Attached for your consideration is an updated 28E for Mutual Assistance for Polk County Fire/Rescue Services.

The 28E replaces the current agreement, signed by participating parties in 2002. The primary purpose of this update is to incorporate current provisions and requirements of Iowa Code Section 28E. There are no other material modifications to this document.

This document has included numerous opportunities for review and input by PCFCA member jurisdictions.

This document is in final form. Jurisdictions that desire to participate are requested to sign and return the signature page no later than June 15, 2015. The signature page should be returned to: PCFCA, c/o Clive Fire Department, Attn: Chief Roe, 8505 Harbach Blvd, Clive, IA 50325.

Sincerely

Rick D. Roe, President
Polk County Fire Chief's Association

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Polk County Fire/Rescue Services

WHEREAS, the undersigned entities (“Party” or collectively “Parties”) provide fire/rescue services and/or emergency medical services (“Emergency Services”) in Polk County and/or the adjoining counties of Boone County, Dallas County, Story County and Warren County (“adjoining counties”); and

WHEREAS, there has been a long standing Mutual Aid Agreement among Polk County fire/rescue and emergency medical services and/or other entities to provide mutual aid in Polk County and adjoining counties in a time of need;

WHEREAS, the current Mutual Aid Agreement is entitled 28E Agreement for Mutual Assistance for Polk County Fire/Rescue Services and is filed with the Iowa Secretary of State at 10:00 a.m. on December 26, 2003, numbered M025293, and recorded with a number of County Recorders, including Boone, Polk, Story and Warren County (“2002 Agreement”); and

WHEREAS, the 2002 Agreement has been in force for thirteen years and should be updated; and

WHEREAS, the Parties have a desire to assist each other in time of need; and

WHEREAS, the Parties each maintain adequate Emergency Services equipment and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

WHEREAS, situations may arise in regard to medical and fire/rescue emergencies or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

WHEREAS, to combat such emergency situations, it is desirable for the Parties to render needed Emergency Services upon a reciprocal basis; and

WHEREAS, the governing bodies of each party are desirous of entering into this 28E Agreement (“Agreement”), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Incorporation of Recitals

The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

II. Definitions

- A. Mutual Aid. The assistance of Emergency Services personnel and equipment provided by one Party (“Assisting Party”) and requested by the other Party (“Assisted Party”) to this Agreement.
- B. Incident Commander. The person who, by virtue of his/her position with the Assisted Party, is responsible for the overall command and direction of the Emergency response activities.
- C. Emergency. Any situation where a Party, due to lack of personnel or training, special equipment needs or magnitude of event, and based upon actual circumstances, concludes that assistance is needed to protect life and/or property within its jurisdiction. The Parties contemplate an Emergency to involve short duration, defined in hours rather than days.

III. Purpose

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the jurisdiction of the Parties to this Agreement.

IV. Request for Assistance

All requests for Mutual Aid in an Emergency shall be made by the Emergency Medical Services Director, Fire Chief or designee of the Assisted Party. Such requests shall state the exact nature of the Emergency and shall include the amount and type of equipment and the number and skills of personnel required, and shall specify the location where the personnel and equipment are needed. The final decision of type and amount of equipment and number of personnel to be provided by the Assisting Party to the Assisted Party shall be at the sole discretion of the Assisting Party. Further, the Assisting Party shall be held harmless by the Assisted Party from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Assisted Party.

V. Authority Over Joint Operations

The Incident Commander of the Assisted Party shall retain overall control of all Emergency response activities. The ranking supervisor of the Assisting Party shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander.

VI. Liability

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one Party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs injury or death occurs at an Emergency in the Party's own jurisdiction or in the jurisdiction of the other Party.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the Other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement. Provided, however, the Assisted Party shall indemnify, defend and hold harmless the Assisting Party where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph V of this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

VII. Compensation

For fire/rescue services, no Party shall be required to reimburse any other Party for the cost of providing the fire department services set forth in this Agreement. Each Party shall pay its own costs for responding to calls.

The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered.

If the Assisting Party provides supplemental services or a higher level of medical services than the Assisted Party, such as paramedic services, the Assisted Party may bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Assisted Party does not charge for ambulance services, the Assisting Party will bill the patient for services rendered and retain one hundred percent (100%) of fees collected.

The Assisting Party may bill the responsible person (as defined by Iowa Administrative Code Sections 133.2 and 133.3) at a hazardous substance or condition incident (as defined in Iowa Administrative Code Section 133.1(2)) to reclaim costs associated with responding to the incident.

VIII. Termination

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the President of the Polk County Fire Chief's Association. This Agreement shall thereafter terminate, with respect to that Party only, sixty (60) days from the date of receipt of termination notice. Upon termination, said terminating Party shall have no further responsibility or obligation or benefits from the other Parties to the Agreement, under this Agreement, except as provided herein.

IX. Effective Date

This Agreement shall be in full force and effect at 12:01 a.m., July 1, 2015, by and between the Parties who have obtained approval hereof by their respective governing bodies. Prior to July 1, 2015, the President of the Polk County Fire Chief's Association shall have filed this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until terminated as provided in paragraph VII.

X. Prior Mutual Assistance Agreements

This Agreement supersedes the 2002 Agreement in full.

XI. Amendments

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of Iowa Code section 28E.8. Any and all such requirements shall be done by the then presiding President of the Polk County Fire Chief's Association or President's designee.

XII. Validity

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

XIII. No Separate Entity Created -- Administration

It is the Intent of the Parties not to create a separate legal entity or administrative agency under this Agreement. The then presiding President of the Polk County Fire Chief's Association shall serve as Administrator of this undertaking.

XIV. No Real or Personal Property

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

XV. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

XVI. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

CITY OF BONDURANT
RESOLUTION NO. 15-74

RESOLUTION APPROVING THE SCOPE OF SERVICE FOR THE SANITARY
SEWER AND APPROVING THE AGREEMENT FOR SHARING THE COST OF THE
STORMWATER DRAINAGE STUDY WITH THE CITY OF ALTOONA

WHEREAS, Veenstra & Kimm has proposed a scope of service for a Sanitary Sewer and Stormwater Drainage Study of the Little Four Mile Creek Basin North of I-80; AND

WHEREAS, the study includes an evaluation of the sanitary sewer to serve the Wolf Creek development with an estimated fee of not more than \$3,400 to be paid by the City of Bondurant; AND

WHEREAS, the stormwater drainage element of the study is \$14,683 which the Altoona City Council has authorized to be shared at a cost of \$7,500 (more or less) by the City of Bondurant and City of Altoona

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, to approve the sanitary sewer component of the study at a cost of not more than \$3,400.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Iowa, to approve the agreement to share the cost of the Stormwater Drainage Study (Little Four Mile Creek Basin North of I-80) with the City of Altoona at a cost of \$7,500, more or less.

Passed this 01st day of June, 2015,

By: _____
Keith Ryan, Mayor

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

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

Mark J. Arentsen, City Administrator

Council Action	Ayes	Nays	Abstain	Absent
Enos				
Lohse				
Peffer				
Reed				
Sullivan				



April 13, 2015

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

Vern Willey II
City of Altoona
407 8th Street SE
Altoona, Iowa 50009

SANITARY SEWER AND STORMWATER DRAINAGE STUDY
LITTLE FOUR MILE CREEK BASIN NORTH OF I-80
SCOPE OF SERVICES
FEE ESTIMATE

As a follow up to the meeting of March 30, 2015 enclosed is a proposed scope of service for a Sanitary Sewer and Stormwater Drainage Study of the Little Four Mile Creek Basin North of I-80. The study includes an evaluation of the sanitary sewer to serve the Wolf Creek development. The scope of services includes evaluation of stormwater drainage from the I-80 culvert northerly to Highway 65.

Enclosed is an estimate of the fee for the study. The estimated fee for the study is identified separately for the two components of work. The estimated fee for the sanitary sewer study component of the project is \$3,400. The estimated fee for the stormwater drainage element of the study is \$14,683.

The scope of services and estimated fee is being transmitted jointly to the City of Bondurant and to the City of Altoona for review and comment.

RECEIVED
APR 16 2015
CITY OF BONDURANT

SANITARY SEWER AND STORMWATER DRAINAGE STUDY
LITTLE FOUR MILE CREEK BASIN NORTH OF I-80

12-Apr-15

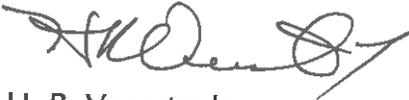
	Project Manager	Drainage Engineer	CADD Tech	Clerical
Sanitary Sewer Analysis				
1. Define Service Area and Flows	2			
2. Evaluate Alignment Alternatives	4		2	2
3. Identify Point of Connection	2			
4. Evaluate Flow Metering Alternatives	2		2	
5. Flow Allocation Procedure	4			1
6. Proposed 28E Agreement Language	4			2
Total Hours	18	0	4	5
Hourly Rate	\$150	\$85	\$80	\$76
Fee By Category	\$2,700	\$0	\$320	\$380
Proposed Fee	\$3,400			
Stormwater Drainage Analysis				
1. Define Drainage Area		4		
2. Develop Runoff Rates		3		
3. Evaluate I-80 Culvert Capacity	2	4		
4. Evaluate Stormwater Detention Locations	2	8		
5. Evaluate Existing Drainage Tile	2	4		
6. Evaluate Release Rate Requirements	4	6		
7. Evaluate Conveyance Alternatives	6	24		
8. Develop Improvement Plan Elements	4	16		
9. Develop Cost Estimates	2	6		
10. Shared Maintenance Allocation	2			
11. Future Ziegler Drive NW Culvert	2	4		
12. Proposed 28E Agreement Language	4			
13. Draft and Final Report	8	12	8	8
Total Hours	38	91	8	8
Hourly Rate	\$150	\$85	\$80	\$76
Fee By Category	\$5,700	\$7,735	\$640	\$608
Proposed Fee	\$14,683			



Mark Arentsen
Vern Willey II
April 13, 2015
Page 2

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

VEENSTRA & KIMM, INC.

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

H. R. Veenstra Jr.

HRVJr:pjh
4284
Enclosure

**SANITARY SEWER AND STORMWATER DRAINAGE
LITTLE FOUR MILE CREEK BASIN NORTH OF I-80
BONDURANT AND ALTOONA, IOWA**

Overview

The purpose of the Sanitary Sewer and Stormwater Drainage Study for the Little Four Mile Creek basin north of I-80 is to develop an integrated plan for providing sanitary sewer service to the City of Bondurant service area north of I-80 and to address existing stormwater drainage deficiencies along the corporate boundary between Bondurant and Altoona north of I-80. The study involves two separate analyses that are interrelated by their proximity and by potential integration of the construction of improvements due to the geographic proximity.

The scope of services for the sanitary sewer analysis would include, but not necessarily be limited to the following:

1. Define the City of Bondurant service area and design flows.
2. Evaluate and select alignment alternative for City of Bondurant sanitary sewer extension to the Rosenberger and Wolf Creek properties.
3. Identify the point of connection to the City of Altoona sanitary sewer system.
4. Identify a point for future WRA or local flow metering of sewers serving the Bondurant area.
5. Develop a procedure for allocation of flow between Altoona and Bondurant based on no flow metering and based on flow metering.
6. Develop proposed 28E Agreement language to implement the project, including the provisions for allocation of flow.

The scope of services for the stormwater drainage analysis would include, but not necessarily be limited to the following:

1. Define the drainage area tributary to I-80 at Little Four Mile Creek utilizing available data.
2. Develop approximate runoff rates at key locations in the drainage basin based on various recurrence interval storms with the current development and future development conditions.
3. Review and evaluate the capacity of the existing culvert under Interstate 80.

4. Evaluate locations for stormwater detention north of I-80, including the existing Ziegler stormwater detention facility.
5. Evaluate the existing drainage tile between I-80 and Highway 65 and determine improvements would include, or not include upgraded or replacement drainage tile.
6. Evaluate the feasibility and requirements for establishing specific release rates from properties or areas within the drainage basin to manage and limit the stormwater runoff to rates that can be accommodated with the existing I-80 culvert.
7. Evaluate alternatives for conveyance or conveyance and detention of stormwater runoff between I-80 and Highway 65 with a preference given to alternatives that follow the corporate limits line of Bondurant and Altoona.
8. Develop a recommend improvements for the key elements of the drainage basin located along the corporate limit line.
9. Develop estimates of cost for the improvements and allocation of cost responsibility.
10. Evaluate and recommend alternatives for shared maintenance responsibility for publicly owned facilities.
11. Develop parameters for responsibility for the future culvert under any street extension crossing the corporate limit line extending Ziegler Drive NW easterly into the City of Bondurant.
12. Develop proposed 28E Agreement language relative to stormwater drainage facilities within the basin.
13. Develop a draft and final report outlining the evaluation and recommendations relative to stormwater drainage.

Mark Arentsen

From: Jon Hanson [jhanson@altoona-iowa.com]
Sent: Monday, May 18, 2015 8:38 AM
To: marentsen@cityofbondurant.com
Cc: Vern Willey; Randy Pierce
Subject: V&K stormwater study

Mark,

I presented Bob Veenstra's 4/13/15 proposal to the Council at last Thursday's work session. The Council authorized staff to proceed 50/50 on the stormwater components at a cost of \$7500 +/- . V&K can either bill Altoona direct for our share or we can reimburse Bondurant. Whichever is the easiest on your end.

Just let me know when any meetings are or if you need any information from Altoona to get things moving.

Jon Hanson

City Engineer

407 8th Street SE

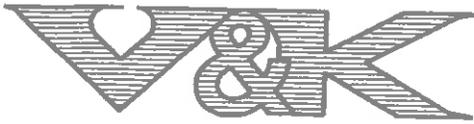
Altoona, IA 50009

Office: (515) 957-5116

Cell: (515) 657-3450

jhanson@altoona-iowa.com





VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320

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

May 20, 2015

RECEIVED

MAY 22 2015

CITY OF BONDURANT

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

BONDURANT, IOWA
SANITARY SEWER AND STORMWATER DRAINAGE STUDY
LITTLE FOUR MILE CREEK BASIN NORTH OF I-80
AGREEMENT FOR PROFESSIONAL SERVICES

Enclosed are two copies of the proposed Agreement between the City of Bondurant and Veenstra & Kimm, Inc. for the Sanitary Sewer and Stormwater Drainage Study Little Four Mile Creek Basin North of I-80 project. The scope of services and the fee for services under the Agreement are as set forth in the writer's letter of April 13, 2015.

The project is divided into two separate components. The sanitary sewer component of the study has fee of not more than \$3,400. The stormwater drainage element of the study has a fee of not more than \$14,683. It is understood this component of the project will be cost shared between the City of Bondurant and the City of Altoona.

The enclosed Agreement is being transmitted for review and consideration by the City of Bondurant. The writer will assume the City of Bondurant will provide the Agreement to the City of Altoona if the City requests a copy of the Agreement.

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
428
Enclosure

**AGREEMENT FOR ENGINEERING SERVICES
SANITARY SEWER AND STORMWATER DRAINAGE
LITTLE FOUR MILE CREEK BASIN NORTH OF I-80
CITY OF BONDURANT, IOWA**

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 by and between the **CITY OF BONDURANT, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the "**City**" and **VEENSTRA & KIMM, INC.**, hereinafter referred to as the "**Engineers**", a corporation organized and existing under the laws of the State of Iowa, with principal offices located in West Des Moines, Iowa,

WITNESSETH, THAT WHEREAS, Little Four Mile Creek north of I-80 serves a drainage basin in both the City of Bondurant and the City of Altoona, and,

WHEREAS, the City of Bondurant and the City of Altoona have identified stormwater management and stormwater drainage issues in the Little Four Mile Creek basin north of I-80, and,

WHEREAS, any resolution of the stormwater management and stormwater drainage issues north of I-80 is likely to involve both the City of Bondurant and the City of Altoona, and,

WHEREAS, the City of Altoona and the City of Bondurant have determined it appropriate to undertake a study of the Little Four Mile Creek basin north of I-80 for the purpose of determining potential improvements that would benefit the City of Bondurant and/or the City of Altoona, and,

WHEREAS, a portion of the Wolf Creek development in the City of Bondurant is intended to be sewerered southwesterly to the City of Altoona's sanitary sewer located along Little Four Mile Creek, and,

WHEREAS, as part of the creation of the WRA in 2004 the City of Altoona agreed to provide sanitary sewer service to the portion of the City of Bondurant that naturally drains southerly to the Little Four Mile Creek basin with said service being provided with no upfront or capital contribution by the City of Bondurant, and,

WHEREAS, the developers of the Wolf Creek project have indicated the need for sanitary sewer service in the Little Four Mile Creek basin as early as mid-2016, and,

WHEREAS, the City of Bondurant has identified potential benefits of evaluating and coordinating the extension of sanitary sewer to the Wolf Creek development with potential drainage improvements in the Little Four Mile Creek basin north of I-80, and,

WHEREAS, The City of Bondurant has determined it appropriate to undertake a sanitary sewer analysis for the Little Four Mile Creek basin north of I-80, and,

WHEREAS, the City of Bondurant has entered into a cost sharing agreement with the City of Altoona for the stormwater drainage analysis portion of the project, and,

WHEREAS, the City of Bondurant is responsible for the cost of the sanitary sewer analysis, and,

WHEREAS, the two coordinated studies will be referred to at the "**Sanitary Sewer and Stormwater Drainage Little Four Mile Creek Basin North of I-80**" or the "**Project**", and,

WHEREAS, Altoona and Bondurant have agreed it would be in the best interest for the City of Bondurant to retain the services of the Engineers for undertaking the two components of the study, and,

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Engineers to undertake the work involved in the Project as set forth herein. Such agreement shall be subject to the following terms, conditions and stipulations to wit:

1. PURPOSE OF STUDY. The purpose of the Sanitary Sewer and Stormwater Drainage Study Little Four Mile Creek Basin North of I-80 project is to develop an integrated plan for providing sanitary sewer service to the City of Bondurant service area north of I-80 and to address existing stormwater drainage deficiencies along the corporate boundary between Bondurant and Altoona north of I-80. The study involves two separate analyses that are interrelated by their proximity and by potential integration of the construction of improvements due to the geographic proximity.

2. SCOPE OF SERVICES.

- A. Stormwater Drainage Analysis: The scope of services for the stormwater drainage analysis would include, but not necessarily be limited to the following:
1. Define the drainage area tributary to I-80 at Little Four Mile Creek utilizing available data.
 2. Develop approximate runoff rates at key locations in the drainage basin based on various recurrence interval storms with the current development and future development conditions.
 3. Review and evaluate the capacity of the existing culvert under Interstate 80.
 4. Evaluate locations for stormwater detention north of I-80, including the existing Ziegler stormwater detention facility.

5. Evaluate the existing drainage tile between I-80 and Highway 65 and determine improvements would include, or not include upgraded or replacement drainage tile.
 6. Evaluate the feasibility and requirements for establishing specific release rates from properties or areas within the drainage basin to manage and limit the stormwater runoff to rates that can be accommodated with the existing I-80 culvert.
 7. Evaluate alternatives for conveyance or conveyance and detention of stormwater runoff between I-80 and Highway 65 with a preference given to alternatives that follow the corporate limits line of Bondurant and Altoona.
 8. Develop a recommend improvements for the key elements of the drainage basin located along the corporate limit line.
 9. Develop estimates of cost for the improvements and allocation of cost responsibility.
 10. Evaluate and recommend alternatives for shared maintenance responsibility for publicly owned facilities.
 11. Develop parameters for responsibility for the future culvert under any street extension crossing the corporate limit line extending Ziegler Drive NW easterly into the City of Bondurant.
 12. Develop proposed 28E Agreement language relative to stormwater drainage facilities within the basin.
 13. Develop a draft and final report outlining the evaluation and recommendations relative to stormwater drainage.
- B. Sanitary Sewer Analysis: The scope of services for the sanitary sewer analysis would include, but not necessarily be limited to the following:
1. Define the City of Bondurant service area and design flows.
 2. Evaluate and select alignment alternative for City of Bondurant sanitary sewer extension to the Rosenberger and Wolf Creek properties.
 3. Identify the point of connection to the City of Altoona sanitary sewer system.

4. Identify a point for future WRA or local flow metering of sewers serving the Bondurant area.
 5. Develop a procedure for allocation of flow between Altoona and Bondurant based on no flow metering and based on flow metering.
 6. Develop proposed 28E Agreement language to implement the project, including the provisions for allocation of flow.
3. **TIME OF COMPLETION.** This study shall be undertaken in a timely manner. The goal for completion of the Study is October 1, 2015.
4. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

5. **INSURANCE.**

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

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

*Occurrence/Aggregate

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

***Claims Made Basis

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

6. **TERMINATION.** Should the City abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionately for the work and services performed until the date of termination.

7. **RESPONSIBILITIES OF CITY.** It is understood and agreed the City will provide assistance in the studies and consultation. The assistance will include making available relevant information which would affect the project. Specific items of responsibility of the City include:
- a. Make available any existing information along and associated with Study area, including records of subdivisions and other improvements within the Study area.
 - b. Provide relevant information on existing mapping or other similar information in the areas impacted by the study.

8. **SERVICES NOT INCLUDED.** Services under this Agreement shall not include preparation of any working drawings or contract drawings, or preparation of any plans and specifications, or the taking of bids for any project conceived in this report.

Work under this Agreement shall not include any services associated with any litigation or claims resolution resulting from the final adoption of the report by the City. Any additional services as the result of any litigation or claims resolution shall be considered Extra Work.

9. **REPORT DOCUMENTS.** The results of the modeling will be compiled and set forth in a written report which will be presented to the City as outlined in "2. **SCOPE OF SERVICES.**" Five (5) copies of the draft report will be provided and ten (10) copies of the final report will be provided.

10. **COMPENSATION.**

- A. The fee for services set forth in this Agreement for the Stormwater Drainage Analysis as set forth in **A. of 2. SCOPE OF SERVICES** shall be on an hourly fee basis at the standard hourly rates for personnel of the Engineers actually engaged in performance of the services plus reimbursement of direct out of pocket expenses. The maximum fee for services under **A. of SCOPE OF SERVICES** shall not exceed the sum of Fourteen Thousand Six Hundred Eighty-three Dollars (\$14,683), including expenses.
- B. The fee for services set forth in this Agreement for the Sanitary Sewer Analysis as set forth in **B. of 2. SCOPE OF SERVICES** shall be on an hourly fee basis at the standard hourly rates for personnel of the Engineers actually engaged in performance of the services plus reimbursement of direct out of pocket expenses. The maximum fee for services under **B. of A. SCOPE OF SERVICES** shall not exceed the sum of Three Thousand Four Hundred Dollars (\$3,400), including expenses.

11. EXTRA WORK. Fees stated in this Agreement cover the specific services outlined in this Agreement for the Project. If the City requires additional services of the Engineers in connection with the Project, or changes or modifications in the Project, the Engineers shall receive additional compensation for such services. Such additional compensation shall be at the standard hourly fees of the Engineers' personnel plus expenses for personnel engaged in the authorized performance of Extra Work.

The method of compensation and scope of additional authorized Extra Work shall be mutually agreed upon between the City and the Engineers at the time said work is authorized.

12. OWNERSHIP OF DOCUMENTS. The products of this Agreement shall be the property of the City upon completion of the services under this Agreement. The Engineers shall not be restricted from retaining in their possession a copy of the products of this Agreement. The Engineers' reuse of the work product developed under this Agreement is prohibited unless authorized by the City. The City may reuse the work product, but in doing so assumes all liability for the use of the work product.

13. COORDINATION. Throughout the course of the study the Engineer shall coordinate and consult with the City of Altoona relative to aspects of the Project that involve the City of Altoona for both the stormwater drainage elements of the Project and the sanitary sewer elements of the Project.

13. ASSIGNMENT. This Agreement and each and every portion thereof shall be binding upon the successors and assigns of the parties hereto.

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

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

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

CITY OF BONDURANT, IOWA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By: 

By: Patricia Jans-Heifner

CITY OF BONDURANT
RESOLUTION NO. 15-75

RESOLUTION APPROVING THE RENEWAL LIQUOR LICENSE APPLICATION FOR
CASEY'S GENERAL STORE #1861, 1455 GRANT STREET, SOUTH, BONDURANT

WHEREAS, Casey's General Store #1861, 1455 Grant Street, South, Bondurant, for Class C Beer Permit (BC) and Sunday Sales, in accordance with the provisions of Chapter 123 of the Code of Iowa; AND

WHEREAS, Bondurant Emergency Services conducted an inspection that revealed no violations; AND

WHEREAS, the application was completed accurately and in timely fashion

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Renewal Liquor License Application for Casey's General Store #1861, 1455 Grant Street, South, is hereby approved as presented.

Passed this 01st day of June, 2015,

By: _____
Keith Ryan, Mayor

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

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

Mark J. Arentsen, City Administrator

Council Action	Ayes	Nays	Abstain	Absent
Enos				
Lohse				
Peffer				
Reed				
Sullivan				

% of Ownership: 0.00%

U.S. Citizen: Yes

JULIA L. JACKOWSKI

First Name: JULIA L.

Last Name: JACKOWSKI

City: URBANDALE

State: Iowa

Zip: 50322

Position: ASSISTANT SECRETARY

% of Ownership: 0.00%

U.S. Citizen: Yes

James Pistillo

First Name: James

Last Name: Pistillo

City: Urbandale

State: Iowa

Zip: 50323

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>First Western Insurance</u>	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Bondurant Emergency Services
101 N Grant ST
BONDURANT, IA 50035

No Violation Notice

Tuesday May 26, 2015

Caseys General Store
1455 S GRANT ST
BONDURANT, IA 50035

An inspection of your facility on Friday May 22, 2015 revealed no violations
to the Fire Code of the City of BONDURANT.

Thank you for your cooperation.



Poulson, Chris /Deputy Chief
Inspector

Bondurant Emergency Services
101 N Grant ST
BONDURANT, IA 50035

Copy of Default Inspection Checklist

Occupancy Name: Caseys General Store	Ph:
Address: 1455 S GRANT ST BONDURANT, IA 50035	
Inspector: <u>Chris Pulson</u>	
Date Inspected: <u>5/22/15</u>	

Exits	Notes:
Fire Escapes Properly Maintained <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A <input type="checkbox"/> Unk	_____
Free From Obstruction <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A <input type="checkbox"/> Unk	_____
Exit Signs Illuminated <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A <input type="checkbox"/> Unk	_____
Corridors and Exits Properly Lighted <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A <input type="checkbox"/> Unk	_____

Fire Alarm Systems	Notes:
Control Systems <input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Unk	_____
Audible Alarm <input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Unk	_____
Actuating Device <input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Unk	_____

Fire Extinguishers	Notes:
Hydrostatic Test <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A <input type="checkbox"/> Unk	_____
Identification <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A <input type="checkbox"/> Unk	_____
Proper Installation <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A <input type="checkbox"/> Unk	_____
Ease of Access <input checked="" type="checkbox"/> Pass <input type="checkbox"/> Fail <input type="checkbox"/> N/A <input type="checkbox"/> Unk	_____

Sprinkler Systems	Notes:
Alarm Valves <input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Unk	_____
Head Clearance <input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Unk	_____
Shutoff Valves <input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Unk	_____
Water Connections <input type="checkbox"/> Pass <input type="checkbox"/> Fail <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Unk	_____

CITY OF BONDURANT
RESOLUTION NO. 15-76

RESOLUTION SETTING JULY 6, 2015, AS A PUBLIC HEARING DATE TO
CONSIDER ESTABLISHING A CONNECTION FEE DISTRICT FOR THE URBAN
SERVICE AREA IMPROVEMENTS FOR THE CITY OF BONDURANT

WHEREAS, the 2005 Urban Service Agreement between the City of Bondurant and Polk County requires the City to establish a connection fee district to recover the charges due Polk County under the Urban Service Agreement; AND

WHEREAS, the City of Bondurant may be able to establish the connection fee in a manner that would allow it to recover costs above and beyond those due under the direct provisions of the Urban Service Agreement;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, to set the date of July 6, 2015, at 6:00 p.m. for a public hearing conducted by the Council, pursuant to published notice, for persons to express their views for or against establishing a connection fee district for the urban service area improvements for the City of Bondurant.

Passed this 01st day of June, 2015,

By: _____
Keith Ryan, Mayor

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

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

Mark J. Arentsen, City Administrator

Council Action	Ayes	Nays	Abstain	Absent
Enos				
Lohse				
Peffer				
Reed				
Sullivan				



May 21, 2015

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

CITY OF BONDURANT, IOWA
URBAN SERVICE AREA
CONNECTION FEE DISTRICT

This letter is a follow up to our telephone conversation of May 20, 2015 concerning the establishment of a connection fee district for the Urban Service Area improvements for the City of Bondurant. It appears the 2005 Urban Service Agreement between the City of Bondurant and Polk County requires the City to establish a connection fee district to recover the charges due Polk County under the Urban Service Agreement. The City of Bondurant may be able to establish the connection fee in a manner that would allow it to recover costs above and beyond those due under the direct provisions of the Urban Service Agreement.

The connection fee district to be established by the City of Bondurant for the Urban Service Area would be governed by the provisions of the Master Connection Fee District Ordinance previously adopted by the City of Bondurant.

The specific steps that will need to be taken to implement the connection fee district include:

1. Determine connection fee district boundary and prepare description of the connection fee district boundary.
2. Determine the connection fee that will be applicable in the connection fee district.
3. Prepare the connection fee district ordinance.
4. Council action to set the date on public hearing on the establishment of the connection fee district.

5. Publication of the notice of the connection fee district. Under Section 384.38 the notice must be published at least 20 days in advance of the hearing.
6. Mail notice to property owners within the connection fee district. Under Section 384.38 the notice must be mailed at least 15 days prior to the public hearing.
7. Public hearing on the establishment of the connection fee district ordinance.
8. Consideration of the ordinance to establish the connection fee district.

The area of the Urban Service Area Connection Fee District can be taken from the area covered by the Urban Service Area Agreement. With this area the initial draft of the connection fee ordinance can be prepared. The writer believes these preliminary items could be completed during the week of May 26, 2015.

Based on completing the preliminary items during the week of May 26, 2015, the writer would propose the following schedule:

June 1, 2015	City Council action to set the date of public hearing
June 16, 2015	Latest date for publication of notice of public hearing
June 20, 2015	Latest date for mailing of notice to property owners of public hearing
July 6, 2015	Public hearing on establishment of connection fee district ordinance
July 6, 2015	Consideration of the first reading of the connection fee district ordinance

Mark Arentsen
May 21, 2015
Page 3

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

VEENSTRA & KIMM, INC.

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

H. R. Veenstra Jr.

HRVjr:pjh
4284

ORDINANCE NO. 15-204

**ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
BONDURANT, IOWA, 2002, BY AMENDING CHAPTER 5, OPERATING
PROCEDURES**

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

Section 1. **CHAPTER AMENDED.** Chapter 5, Section 5.10, of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is hereby repealed and the following adopted in lieu thereof:

5.10 VACANCIES. A vacancy in an elective City office during a term of office shall be filled, at the Council's option, by one of the two following procedures:

(Code of Iowa, Sec. 372.13 [2])

1. Appointment. By appointment following public notice by the remaining members of the Council within sixty (60) days after the vacancy occurs, except that if the remaining members do not constitute a quorum of the full membership, or if a petition is filed requesting an election, the Council shall call a special election as provided by law.

(Code of Iowa, Sec. 372.13 [2a])

2. Election. By a special election held to fill the office for the remaining balance of the unexpired term as provided by the Iowa Code.

(Code of Iowa, Sec. 372.13 [2b])

Section 2. **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 3. **EFFECTIVE DATE.** This ordinance shall be in effect from and after its final passage and approval and publication as provided by law.

PASSED AND APPROVED by the City Council this ____ day of ____, 2015.

CITY OF BONDURANT, POLK COUNTY, IOWA

, Mayor

ATTEST:

Mark J. Arentsen, City Clerk

(SEAL)

FIRST CONSIDERATION:

SECOND CONSIDERATION:

THIRD CONSIDERATION:



PETOCKA LAKE
***CONCEPT PLAN**

Mayor Ryan's Board Appointments

Organization	Position	Calendar Year
MWA	MWA Primary Board Rep	2015
DM Metropolitan WRA	Alt. Rep.	2015
DM MPO	Alternate	2015
DART Commissioner	Alternate	
Cen. IA Regional Drinking Water Commission		
Mid-Iowa Assoc. of Local Govts.		

THE CITY OF BONDURANT, IOWA

RESOLUTION 15-77

ACCEPTING RESIGNATION MAYOR KEITH RYAN'S RESIGNATION AS
MAYOR OF THE CITY OF BONDURANT
EFFECTIVE JUNE 1, 2015

IN THE NAME AND BY THE AUTHORITY OF THE CITY OF BONDURANT, IOWA

WHEREAS, the City of Bondurant Iowa is a duly organized municipality within Polk County; **AND**,

WHEREAS, the current Mayor, Keith Ryan, has indicated his intent and desire to resign as Mayor of the City of Bondurant to be effective at the conclusion of the Regular City Council Meeting scheduled for June 1, 2015.

NOW THEREFORE BE IT RESOLVED by the City of Bondurant City Council in session this 1st day of June 2015 that it hereby accepts the resignation of Keith Ryan from his position as Mayor of the City of Bondurant and shall now seek to fill the now vacant Mayoral position consistent with the procedure described in its own City Code and the laws of the State of Iowa.

Brian Lohse, Mayor Pro Tem

Attest:

Mark Arentsen, City Administrator

ROLL CALL VOTE	AYE	NAY	ABSENT	ABSTAIN
Wes Enos				
Brian Lohse				
Robert Peffer				
Mike Reed				
Curt Sullivan				

CITY OF BONDURANT
RESOLUTION NO. 15-79

RESOLUTION OF APPRECIATION FOR MAYOR KEITH RYAN FOR HIS
YEARS OF SERVICE TO THE COMMUNITY OF BONDURANT

WHEREAS, Keith Ryan was elected Mayor of Bondurant in 2010 and reelected in 2013, and has served with honor and distinction during his five years as Mayor of Bondurant; **AND**

WHEREAS, Mayor Ryan supported City staff and will be remembered for his listening and negotiation skills during challenging public projects and for his fair solutions to difficult problems with residents; **AND**

WHEREAS, Mayor Ryan improved communication with residents, Council and staff by updating the city website and phone system, setting up city email and suggesting City Council packets be made available online; **AND**

WHEREAS, Keith Ryan served as a member of the City Council and the Bondurant Fire Department as an EMT; **AND**

WHEREAS, Mayor Ryan participated on community and regional organization boards including Metro Waste Authority, DART, Des Moines Area MPO, Bondurant Regional Trailhead Project Committee, and Mid-Iowa Association of Local Governments; **AND**

WHEREAS, Mayor Ryan provided leadership for the following Construction projects:

Bondurant Community Library
Bondurant Public Safety Building
Downtown Streetscape Project
Bondurant Regional Trailhead and Depot
Shelter Building
Chichaqua Valley Trail Connection

City Park Shelter
Public Works Facility Addition
Paine Heights Storm Sewer Project
Safe Room at the BRSC

WHEREAS, the following activities and projects proved valuable to the community:

Cleanup of former junkyard and truck repair
business at 902 2nd Street, NE
Improvements to Bondurant Recreational
Sports Complex
Purchase of new equipment for the Public
Works Department
Purchase of new vehicles for Bondurant
Emergency Services

Supporting connection of the City of
Bondurant to the WRA
Acquiring funding for the purchase of iPads
for City Council Members
Supporting the preparation of the *City
Comprehensive Plan* and the *Park, Trail
and Greenway Master Plan*

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, in session this 01st day of June 2015, that it hereby expresses its sincere appreciation to Keith Ryan for his hard work and dedication as Mayor of Bondurant and wishes him well in all future endeavors.

Passed this 01st day of June, 2015,

By: _____
Brian Lohse, Mayor Pro-Tem

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

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

Mark J. Arentsen, City Administrator

Council Action	Ayes	Nays	Abstain	Absent
Enos				
Lohse				
Peffer				
Reed				
Sullivan				