

Posting Date: October 30, 2015

**NOTICE OF A REGULAR MEETING
BONDURANT CITY COUNCIL
NOVEMBER 2, 2015**

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 p.m. on Monday, November 2, 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 Agenda:
All items listed below are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.
 - a. Approval of the City Council Meeting Minutes of October 19, 2015
 - b. Receive and File – Planning and Zoning Commission Minutes of September 24, 2015
 - c. Claims Report
 - d. Utility Delinquent Listing
 - e. Tax Abatement Applications
 - f. Fiscal Year 2017 Tax Increment Financing Indebtedness Certification to County Auditor
7. Polk County Sheriff's Report
8. Guests requesting to address the City Council
9. **RESOLUTION NO. 15-147** – Resolution approving the renewal of the City's health insurance plan for the period 12/1/15 - 12/1/16.
10. **PRESENTATION** – BRAVO Annual Update
11. **RESOLUTION NO. 15-148** – Resolution approving the Annual Urban Renewal Report, Fiscal Year 2014-2015
12. **RESOLUTION NO. 15-149** – Resolution authorizing and directing the City Administrator to write-off certain emergency services medical accounts as non-collectible, due to Medicare or Medicaid
13. **RESOLUTION NO. 15-150** – Resolution approving the amended 28E agreement with the Safety Coalition of Central Iowa Cities
14. **RESOLUTION NO. 15-151** – Resolution approving the Grant Award for the Resource Enhancement and Protection (REAP) grant awarded by the Iowa Department of Natural Resources (DNR) in the amount of \$75,000 for trail easement acquisitions

15. **ORDINANCE 15-216** – (Second Reading) Ordinance amending the City Code of the City of Bondurant, Iowa, by amending Chapter 90 Water Service System, Chapter 103 Stormwater Utility, Chapter 106 Collection of Solid Waste

16. Discussion Items –

- a. FY 2016 Revenue/Expenses for Special Revenue Funds and Capital Projects
- b. Tax Abatement Review Committee Recommendation
- c. Proposed Senior Housing Initiative
- d. Board vacancies

17. Reports / Comments and appropriate action thereon:

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

18. Adjourn

City Council Meetings:

- Regular Meeting, November 16, 2015
- Regular Meeting, December 7, 2015
- Goal Setting Session, December 14, 2015

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

BONDURANT CITY COUNCIL
Minutes
October 19, 2015 6:00 P.M.
Bondurant City Center

1. Roll Call

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

City Officials

Present: City Administrator Mark Arentsen, Assistant to City Administrator Mary Rork-Watson, Library Director Jill Sanders, Finance Director Lori Dunham, Library Board of Trustees President Michell Klinker-Feld

2. Call to Order and Declaring a Quorum

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

3. Pledge of Allegiance

4. Abstentions declared – None

5. Perfecting and Approval of the Agenda

Moved by Enos, seconded by Pepper, to approve the Agenda. Vote on Motion 5-0. Motion declared carried unanimously.

6. Consent Agenda:

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

- a. Approval of the City Council Meeting Minutes of October 5, 2015 and October 12, 2015
- b. Receive and File – Meeting Minutes of September 2015 and Librarian Report
- c. Receive and File – Board of Adjustment Meeting Minutes of August 11, 2015
- d. Claims Report and City of Bondurant Financial Statements (emailed 10/9/15)
- e. Tax Abatement Applications

Moved by Lohse, seconded by Enos, to approve the Consent Agenda. Vote on Motion 5-0. Motion declared carried unanimously.

7. Polk County Sheriff's Report – 203 calls for service have been reported so far in October. The main categories are calls regarding animals, suspicious persons, and parking issues.

8. Guests requesting to address the City Council – None

9. **RESOLUTION NO. 15-143** – Resolution approving the job description and setting the salary range for the proposed City Clerk position

Moved by Enos, seconded by Keeler, to adopt RESOLUTION NO. 15-143. Roll Call Vote: Ayes: Lohse, Pepper, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

10. RESOLUTION NO. 15-146 – Resolution setting the date of a Public Hearing relative to an issuance of revenue bonds for Luther Park Apartments, Inc., pursuant to Chapter 419 of the Code of Iowa, 2015, as amended

David Grossklaus, Dorsey and Whitney, Des Moines, explained the process for city governments providing conduit financing and bank qualification. He said Bondurant will not have any debt because of this action. The City will receive a \$10,000 payment for letting the project use the City's 2015 \$10,000,000 bank qualification capacity.

Moved by Enos, seconded by Peffer, to adopt RESOLUTION NO. 15-146. Roll Call Vote: Ayes: Lohse, Peffer, Enos, Keeler, Elrod. Nays: None. Motion Carried 5-0.

11. ORDINANCE NO. 15-218 – (First Reading) – Ordinance amending the City Code of the City of Bondurant, Iowa, by amending Chapter 17 City Council

Moved by Lohse, seconded by Peffer, to waive the first and second readings and approve the third and final reading of ORDINANCE NO. 15-218. Roll Call Vote: Ayes: Lohse, Peffer, Keeler, Elrod. Nays: Enos. Motion Carried 4-1.

12. Discussion Items –

- a. Review of Fund Balances, Property Tax Levy Information and FY 2016 Revenue / Expenses for General Fund

Finance Director Lori Dunham summarized the FY 2016 Revenue / Expenses for General Fund and answered questions regarding the fund.

Council Member Lohse left the meeting at 7:38 p.m.

13. Reports / Comments and appropriate action thereon:

- a. Mayor – attended the MIALG meeting in Polk City, DOT can assist cities with bidding projects, street lights are being replaced with LED bulbs
- b. City Administrator
 - Public Works – Curbside waste pickup is 11/7, yard waste can be taken to public works building, appliance drop off at public works building was 10/17
 - BRSC – meeting 10/26 to review this year's operations and to plan for next year, plumbing has been winterized
 - Parks & Recreation – Lake Petocka south shelter restroom RFQ due 10/30, Beggars Night is 10/30, Bondurant Spooktacular is 10/24, 150 youth basketball signups, most CVT directional signs funded by Biking Bondu are installed
 - City Hall – 47 applicants for Utility Billing Clerk position and 23 applicants for City Clerk position
- c. Council Members
 - Council Member Peffer – No comment
 - Council Member Enos – Asked about Depot rental. City Administrator Arentsen said the Depot isn't rented, the City Park Shelter is available for rental

- Council Member Keeler – Meeting for feasibility study for Community Visioning projects is on Monday, October 25
- Council Member Elrod – No comment

14. Adjournment

Moved by Pepper, seconded by Enos, to adjourn the meeting at 7:50 p.m. Vote on Motion 5-0. Motion declared carried unanimously.

Mary Rork-Watson, Asst. to City Administrator

ATTEST:

Curt Sullivan, Mayor

I, the undersigned Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the Mayor and City Council on October 19, 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.

Curt Sullivan, Mayor

**CITY OF BONDURANT
PLANNING AND ZONING COMMISSION
September 24, 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 Jeff Kromrie
Commission Member Roy McCleary

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

City Officials

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

3. Perfecting and Approval of the Agenda

Motion made by McCleary, seconded by Kromrie, to approve the agenda as presented. Roll Call: Ayes: Kromrie, Clayton, Higgins, McCleary. Nays: 0. Motion Carried. Absent: Russell, Wood, Hudson.

4. Approval of the Commission Minutes

Motion made by Kromrie, seconded by McCleary, to approve the minutes of September 10, 2015. Roll Call: Ayes: Kromrie, Clayton, Higgins, McCleary. Nays: 0. Motion Carried. Absent: Russell, Wood, Hudson.

5. Guests requesting to address the Commission – None

6. RESOLUTION NO. PZ-15-18 – Resolution approving the Site Plan for Business / Residence at Outlot X Meadow Brook North Plat 18 a lot located directly east of 520 3rd Street, SE and NW of 319 Washington Avenue, SE

John Wright, 1008 15th Street, SE, plans to build a single family residence with a large garage to house equipment for his mobile sandblasting business. The property is currently zoned C-2. The building will be all-steel with narrow red siding on three sides of the residence and a steel roof.

City Administrator Arentsen said the odd-shape of the property defies conventional use and the zoning transitions from R-2 to C-2 so this concept is a good compromise.

Commission Member Kromrie expressed a need to ensure that there isn't equipment parked in the area. Mr. Wright said the yard will not be used for parking. It will be used like any other residential yard. The garage will be used to store equipment. Some business will be conducted at the property but the garage is sealed and the process is environmentally-friendly and will not negatively impact the water system.

Commission Chair Higgins said Mr. Wright has strong ties in the City and this is a good way to use the property.

The Commission members discussed how to present this to the Council since there isn't a specific zoning ordinance that fits this use.

Moved by Kromrie, seconded by McCleary, to approve RESOLUTION PZ-15-18 and forward to the City Council pending the establishment of a proper zoning procedure. Roll Call: Ayes: Kromrie, Clayton, Higgins, McCleary. Nays: 0. Motion Carried. Absent: Russell, Wood, Hudson.

7. Reports and Comments

a. Commission Member Comments

Commission Member Kromrie- GTL Transportation or another business in the industrial park is parking trailers on the grass. Also noticed children's playground equipment at one of the businesses. Wants property owners to take pride in the City's appearance.

Commission Member McCleary - None

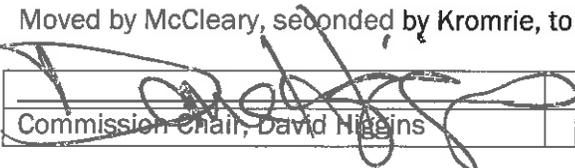
Commission Member Clayton- None

b. Commission Chair Comments - None

c. City Administrator Comments - None

8. Adjournment

Moved by McCleary, seconded by Kromrie, to adjourn the meeting at 6:30 p.m.

 Commission Chair, David Higgins	_____ Mary Rork-Watson, Assistant to City Administrator
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INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ

A-26879	1	11/03/15	11/03/15	LEGACY BANK 1715 A KING'S THRONE KYBO	50.00 INVOICE TOTAL 50.00	001 001-430-6415	1
				VENDOR TOTAL	50.00		
09302015	1	11/03/15	11/03/15	11 ALTOONA FIRE DEPT MEDICATIONS	203.26 INVOICE TOTAL 203.26	001 001-160-6507	1
				VENDOR TOTAL	203.26		
345546	1	11/03/15	11/03/15	20 ALTOONA ACE HARDWARE CLEANER, TOWELS	26.96 INVOICE TOTAL 26.96	610 610-816-6507	1
345628	1	11/03/15	11/03/15	FAUCET AERATOR-100 2ND N	5.49 INVOICE TOTAL 5.49	001 001-650-6399	1
				VENDOR TOTAL	32.45		
11022015	1	11/03/15	11/03/15	1056 MARK ARENTSEN MILEAGE ALLOW NOV 2015	165.00	001 001-621-6240	1
	2			MILEAGE ALLOW NOV 2015	165.00	600 600-812-6240	1
	3			MILEAGE ALLOW NOV 2015	170.00	610 610-817-6240	1
				INVOICE TOTAL	500.00		
				VENDOR TOTAL	500.00		
10222015	1	11/03/15	11/03/15	1869 CYNTHIA AUGUSTINE MILEAGE REIMB	132.83 INVOICE TOTAL 132.83	001 001-622-6450	1
				VENDOR TOTAL	132.83		
2511	1	11/03/15	11/03/15	1452 BONDURANT AUTO BODY REPAIR SCAG MOWER FUEL T	200.00 INVOICE TOTAL 200.00	001 001-430-6350	1
				VENDOR TOTAL	200.00		
97308469	1	11/03/15	11/03/15	1484 BSN SPORTS INC BOARDS, NETS, BASKETBALLS,	1,265.88 INVOICE TOTAL 1,265.88	001 001-430-6598	1
				VENDOR TOTAL	1,265.88		
10222015	1	11/03/15	11/03/15	1873 CONNIE BUCKLIN MILEAGE REIMB	288.08 INVOICE TOTAL 288.08	001 001-622-6450	1
				VENDOR TOTAL	288.08		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
10222015	1	11/03/15	11/03/15	1886 CYBRILL BURCH MILEAGE REIMB	36.23	001	001-622-6450	1
				INVOICE TOTAL	36.23			
				VENDOR TOTAL	36.23			
C196021	1	11/03/15	11/03/15	1714 CAPITAL SANITARY SUPPLY HAND SOAP, URINAL BLOCKS	72.29	001	001-430-6507	1
				INVOICE TOTAL	72.29			
				VENDOR TOTAL	72.29			
10222015	1	11/03/15	11/03/15	1874 SHERRI CARLSON MILEAGE REIMB	39.10	001	001-622-6450	1
				INVOICE TOTAL	39.10			
				VENDOR TOTAL	39.10			
9578653_10	1	11/03/15	11/03/15	1515 CENTURYLINK SERVICES	186.19	001	001-622-6580	1
				INVOICE TOTAL	186.19			
9670082_10	1	11/03/15	11/03/15	SERVICES	66.99	610	610-816-6373	1
				INVOICE TOTAL	66.99			
9672418_10	1	11/03/15	11/03/15	SERVICES	296.47	001	001-650-6373	1
				INVOICE TOTAL	296.47			
9672668_10	1	11/03/15	11/03/15	SERVICES	65.23	001	001-410-6373	1
	2			SERVICES	162.94	001	001-410-6419	1
				INVOICE TOTAL	228.17			
9674790_10	1	11/03/15	11/03/15	SERVICES	230.65	001	001-410-6373	1
				INVOICE TOTAL	230.65			
9674902_10	1	11/03/15	11/03/15	SERVICES	105.53	001	001-150-6373	1
	2			SERVICES	105.52	001	001-160-6373	1
				INVOICE TOTAL	211.05			
9675778_10	1	11/03/15	11/03/15	SERVICES	78.98	110	110-210-6373	1
				INVOICE TOTAL	78.98			
				VENDOR TOTAL	1,298.50			
762409023	1	11/03/15	11/03/15	1228 CINTAS CORPORATION #762 LAUNDRY 10/6/15	25.30	001	001-650-6409	1
	2			LAUNDRY 10/6/15	25.41	110	110-210-6499	1
	3			LAUNDRY 10/6/15	12.04	001	001-150-6499	1
				INVOICE TOTAL	62.75			
762411645	1	11/03/15	11/03/15	LAUNDRY 10/20/15	25.30	001	001-650-6409	1
	2			LAUNDRY 10/20/15	25.41	110	110-210-6499	1
	3			LAUNDRY 10/20/15	12.04	001	001-150-6499	1
				INVOICE TOTAL	62.75			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	125.50			
10222015	1	11/03/15	11/03/15	1870 GREG CLOE MILEAGE REIMB	26.45	001	001-622-6450	1
				INVOICE TOTAL	26.45			
				VENDOR TOTAL	26.45			
10222015	1	11/03/15	11/03/15	1875 CATHY DAKOVICH-JONES MILEAGE REIMB	80.50	001	001-622-6450	1
				INVOICE TOTAL	80.50			
				VENDOR TOTAL	80.50			
10222015	1	11/03/15	11/03/15	1876 EMILY ENABNIT MILEAGE REIMB	148.35	001	001-622-6450	1
				INVOICE TOTAL	148.35			
				VENDOR TOTAL	148.35			
42-83244	1	11/03/15	11/03/15	1079 FAST SIGNS SHELTER RESTROOM SIGNS-C	93.50	335	335-430-6790	1
				INVOICE TOTAL	93.50			
				VENDOR TOTAL	93.50			
4250 1015	1	11/03/15	11/03/15	1069 FIRST NATIONAL BANK OMAHA MID-AM TRAILS CONF-ARENT	116.15	001	001-430-6230	1
	2			BRICK ST-MENTOR LUNCH	16.73	001	001-621-6240	1
	3			AUSTIN HARDWARE-FLAGPOLE	51.06	001	001-650-6507	1
	4			BEST BUY-CELL CHARGER	34.98	001	001-621-6373	1
	5			LOWE'S-SHELTER LIGHT FIX	42.38	335	335-430-6790	1
	6			BOOKS	184.69	001	001-410-6502	1
	7			IA LIB ASSOC-KLINKER MEM	35.00	001	001-410-6210	1
	8			EPSON-PROJECTOR LIGHT BU	149.00	001	001-410-6350	1
	9			SUPPLIES	30.57	001	001-410-6599	1
				INVOICE TOTAL	660.56			
				VENDOR TOTAL	660.56			
10222015	1	11/03/15	11/03/15	1877 JUDITH FRAZIER MILEAGE REIMB	33.93	001	001-622-6450	1
				INVOICE TOTAL	33.93			
				VENDOR TOTAL	33.93			
10222015	1	11/03/15	11/03/15	1116 JACKIE FRENCH-KREUDER MILEAGE REIMB	25.30	001	001-622-6450	1
				INVOICE TOTAL	25.30			
				VENDOR TOTAL	25.30			
2-165541	1	11/03/15	11/03/15	913 G & L CLOTHING HI-VIS HOODED SWEATSHIRT	238.49	110	110-210-6181	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				INVOICE TOTAL	238.49		
				VENDOR TOTAL	238.49		
040235343	1	11/03/15	11/03/15	1563 GILCREST/JEWETT LUMBER CO SHELTER LUMBER;CONCRETE	833.98	335 335-430-6795	1
				INVOICE TOTAL	833.98		
				VENDOR TOTAL	833.98		
10222015	1	11/03/15	11/03/15	1885 THERESA GLASER MILEAGE REIMB	25.30	001 001-622-6450	1
				INVOICE TOTAL	25.30		
				VENDOR TOTAL	25.30		
981595051	1	11/03/15	11/03/15	179 GRAYBAR SCREWDRIERS	18.99	600 600-811-6507	1
				INVOICE TOTAL	18.99		
				VENDOR TOTAL	18.99		
10222015	1	11/03/15	11/03/15	1878 LESLI HARRIGAN MILEAGE REIMB	39.68	001 001-622-6450	1
				INVOICE TOTAL	39.68		
				VENDOR TOTAL	39.68		
2274	1	11/03/15	11/03/15	1247 HCI CONCRETE CONSTRUCTION SHELTER SLAB	1,812.80	335 335-430-6791	1
	2			SHELTER SLAB	1,812.80	335 335-430-6793	1
	3			SHELTER SLAB	1,812.80	335 335-430-6794	1
	4			SHELTER SLAB	1,812.80	335 335-430-6795	1
				INVOICE TOTAL	7,251.20		
				VENDOR TOTAL	7,251.20		
E685528	1	11/03/15	11/03/15	1142 HD SUPPLY WATERWORKS LTD METER COUPLINGS-200	2,000.00	600 600-811-6727	1
				INVOICE TOTAL	2,000.00		
				VENDOR TOTAL	2,000.00		
368628_16	1	11/03/15	11/03/15	1057 ICMA MEMBERSHIP RENEWAL	347.63	001 001-621-6220	1
	2			MEMBERSHIP RENEWAL	347.63	600 600-812-6220	1
	3			MEMBERSHIP RENEWAL	347.62	610 610-817-6220	1
				INVOICE TOTAL	1,042.88		
				VENDOR TOTAL	1,042.88		
INV59313	1	11/03/15	11/03/15	210 IMWCA WORK COMP PREM 15-16 #5	3,430.00	112 112-621-6160	1
				INVOICE TOTAL	3,430.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				VENDOR TOTAL	3,430.00		
390189	1	11/03/15	11/03/15	904 INTERSTATE BATTERY CORE CHARGE-3-2006 INTL	75.00	110 110-210-6350	1
				INVOICE TOTAL	75.00		
394987	1	11/03/15	11/03/15	BATTERIES;CHARGES-3-2006	380.85	110 110-210-6350	1
				INVOICE TOTAL	380.85		
				VENDOR TOTAL	455.85		
14003303	1	11/03/15	11/03/15	1717 KADING PROPERTIES OVERPAYMENT 1335 KADIN T	35.25	600 600-811-6450	1
				INVOICE TOTAL	35.25		
				VENDOR TOTAL	35.25		
10222015	1	11/03/15	11/03/15	1879 CARI KREAMER MILEAGE REIMB	156.40	001 001-622-6450	1
				INVOICE TOTAL	156.40		
				VENDOR TOTAL	156.40		
10222015	1	11/03/15	11/03/15	1888 ALAN MANGUM MILEAGE REIMB	18.98	001 001-622-6450	1
				INVOICE TOTAL	18.98		
				VENDOR TOTAL	18.98		
10222015	1	11/03/15	11/03/15	1880 LAWRENCE MCCAIN MILEAGE REIMB	183.43	001 001-622-6450	1
				INVOICE TOTAL	183.43		
				VENDOR TOTAL	183.43		
241 1015	1	11/03/15	11/03/15	40 MEDIACOM INTERNET	115.90	001 001-621-6373	1
				INVOICE TOTAL	115.90		
				VENDOR TOTAL	115.90		
90602	1	11/03/15	11/03/15	842 MENARDS METER SCREWS	18.95	600 600-811-6727	1
				INVOICE TOTAL	18.95		
91062	1	11/03/15	11/03/15	BROOM BRACKETS	6.40	110 110-210-6310	1
				INVOICE TOTAL	6.40		
				VENDOR TOTAL	25.35		
11012015	1	11/03/15	11/03/15	1153 JILL MOLAND CLEANING	400.00	001 001-650-6499	1
	2			CLEANING CENSUS BLDG	200.00	001 001-622-6580	1
				INVOICE TOTAL	600.00		

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				VENDOR TOTAL	600.00		
0605389-IN	1	11/03/15	11/03/15	308 MUNICIPAL SUPPLY DUAL PORT MXU-27	3,807.00	600 600-811-6727	1
				INVOICE TOTAL	3,807.00		
				VENDOR TOTAL	3,807.00		
70006308	1	11/03/15	11/03/15	286 METRO WASTE AUTHORITY RESIDENTIAL GARBAGE SRVC	13,989.97	670 670-840-6499	1
				INVOICE TOTAL	13,989.97		
70006341	1	11/03/15	11/03/15	MONTHLY CURB-IT FEE	4,263.14	670 670-840-6435	1
				INVOICE TOTAL	4,263.14		
				VENDOR TOTAL	18,253.11		
659-276888	1	11/03/15	11/03/15	1457 O'REILLY AUTO PARTS MOTOR OIL-MOSQ SPRAYER	11.27	001 001-350-6350	1
				INVOICE TOTAL	11.27		
659-278319	1	11/03/15	11/03/15	RV ANTIFREEZE-CP,DEPOT	29.94	001 001-430-6310	1
				INVOICE TOTAL	29.94		
				VENDOR TOTAL	41.21		
10222015	1	11/03/15	11/03/15	1881 ERIC OLSON MILEAGE REIMB	6.90	001 001-622-6450	1
				INVOICE TOTAL	6.90		
				VENDOR TOTAL	6.90		
10222015	1	11/03/15	11/03/15	1120 SANDRA PILGER MILEAGE REIMB	12.65	001 001-622-6450	1
				INVOICE TOTAL	12.65		
				VENDOR TOTAL	12.65		
6212	1	11/03/15	11/03/15	337 POLK COUNTY TREASURER ANIMAL CONTROL SEPT 2015	856.25	001 001-190-6413	1
				INVOICE TOTAL	856.25		
				VENDOR TOTAL	856.25		
01-53400	1	11/03/15	11/03/15	967 PRAIRIE AG SUPPLY MOWER BLADES,BELTS	211.32	001 001-430-6350	1
				INVOICE TOTAL	211.32		
				VENDOR TOTAL	211.32		
H150821115	1	11/03/15	11/03/15	982 PRINCIPAL LIFE NOV 2015 LIFE INS	73.28	112 112-621-6150	1
	2			NOV 2015 LIFE INS	41.17	112 112-210-6150	1
	3			NOV 2015 LIFE INS	21.37	600 600-811-6150	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	4			NOV 2015 LIFE INS	21.37	610	610-816-6150	1
	5			NOV 2015 LIFE INS	8.59	741	741-865-6150	1
	6			NOV 2015 LIFE INS	27.39	112	112-430-6150	1
	7			NOV 2015 LIFE INS	64.44	112	112-410-6150	1
	8			NOV 2015 LIFE INS	9.54	112	112-170-6150	1
	9			NOV 2015 LIFE INS	10.69	112	112-440-6150	1
	10			NOV 2015 LIFE INS	9.54	112	112-150-6150	1
	11			NOV 2015 LIFE INS	9.54	112	112-160-6150	1
				INVOICE TOTAL	296.92			
				VENDOR TOTAL	296.92			
RI-151754				619 RACOM CORPORATION				
	1	11/03/15	11/03/15	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			
102315BFD				1451 SIGN PRO				
	1	11/03/15	11/03/15	BUS LETTERING	70.00	001	001-150-6331	1
	2			BUS LETTERING	70.00	001	001-160-6331	1
				INVOICE TOTAL	140.00			
				VENDOR TOTAL	140.00			
6167 1015				452 STAPLES CREDIT PLAN				
	1	11/03/15	11/03/15	2016 CALENDARS;SIGN HOLD	127.94	001	001-410-6506	1
				INVOICE TOTAL	127.94			
				VENDOR TOTAL	127.94			
115152B0				1522 SYNERGY CONTRACTING LLC				
	1	11/03/15	11/03/15	STORMNTR INTAKE REPAIR-1	24,795.70	741	741-865-6350	1
				INVOICE TOTAL	24,795.70			
				VENDOR TOTAL	24,795.70			
ST15198				1641 TRANS-IOWA EQUIPMENT INC				
	1	11/03/15	11/03/15	GUTTER BROOM,STARTER REP	2,998.45	110	110-210-6350	1
				INVOICE TOTAL	2,998.45			
				VENDOR TOTAL	2,998.45			
5300001700				387 TREASURER - STATE OF IOWA				
	1	11/03/15	11/03/15	SALES TAX OCT 2015	246.00	741	741-050-2140	1
	2			SALES TAX OCT 2015	332.00	610	610-050-2140	1
	3			SALES TAX OCT 2015	4,069.00	600	600-050-2140	1
				INVOICE TOTAL	4,647.00			
				VENDOR TOTAL	4,647.00			
1000009468				770 UNITED HEALTHCARE-RIVER VALLEY				
	1	11/03/15	11/03/15	HEALTH INS NOV 2015	2,715.26	112	112-621-6150	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	2			HEALTH INS NOV 2015	1,393.77	0124	001-050-2124	1
	3			HEALTH INS NOV 2015	388.27	1024	110-050-2124	1
	4			HEALTH INS NOV 2015	150.12	6024	600-050-2124	1
	5			HEALTH INS NOV 2015	150.11	6124	610-050-2124	1
	6			HEALTH INS NOV 2015	121.50	7424	741-050-2124	1
	7			HEALTH INS NOV 2015	597.18	112	112-430-6150	1
	8			HEALTH INS NOV 2015	2,369.69	112	112-410-6150	1
	9			HEALTH INS NOV 2015	1,591.43	112	112-210-6150	1
	10			HEALTH INS NOV 2015	854.96	600	600-811-6150	1
	11			HEALTH INS NOV 2015	854.96	610	610-816-6150	1
	12			HEALTH INS NOV 2015	433.73	741	741-865-6150	1
	13			HEALTH INS NOV 2015	339.16	112	112-170-6150	1
	14			HEALTH INS NOV 2015	158.63	112	112-440-6150	1
	15			HEALTH INS NOV 2015	403.18	112	112-150-6150	1
	16			HEALTH INS NOV 2015	403.18	112	112-160-6150	1
				INVOICE TOTAL	12,925.13			
				VENDOR TOTAL	12,925.13			
				1161 VEENSTRA & KIMM, INC.				
42811	1	11/03/15	11/03/15	BUILDING INSPECTIONS SEP	8,679.86	001	001-170-6490	1
				INVOICE TOTAL	8,679.86			
4284	26	11/03/15	11/03/15	ENGINEERING SRVCS	28.05	001	001-540-6407	1
				INVOICE TOTAL	28.05			
4285-022	7	11/03/15	11/03/15	MAP UPDATES	526.11	600	600-811-6407	1
	2			MAP UPDATES	526.10	610	610-816-6407	1
				INVOICE TOTAL	1,052.21			
4285-039	1	11/03/15	11/03/15	BLUEJAY LAND PLAT 1 CONS	270.00	001	001-540-6407	1
				INVOICE TOTAL	270.00			
				VENDOR TOTAL	10,030.12			
				427 WALMART COMMUNITY				
9753	1015	11/03/15	11/03/15	SUPPLIES	22.97	001	001-410-6419	1
	2			SUPPLIES	62.66	001	001-410-6506	1
	3			SUPPLIES	59.00	001	001-410-6504	1
	4			DVDS	179.62	001	001-410-6502	1
	5			SUPPLIES	11.78	001	001-410-6599	1
				INVOICE TOTAL	336.03			
				VENDOR TOTAL	336.03			
				1883 DIANE WATSON				
10222015	1	11/03/15	11/03/15	MILEAGE REIMB	97.75	001	001-622-6450	1
				INVOICE TOTAL	97.75			
				VENDOR TOTAL	97.75			
				991 ZIEGLER INC.				
500173500	1	11/03/15	11/03/15	THROTTLE, START SWITCH, BU LINKAGE, MAINTENANCE SRVC	3,000.00	110	110-210-6350	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	2			THROTTLE, START SWITCH, BU LINKAGE, MAINTENANCE SRVC	1,377.84	001	001-430-6350	1
	3			THROTTLE, START SWITCH, BU LINKAGE, MAINTENANCE SRVC	1,377.84	600	600-811-6350	1
	4			THROTTLE, START SWITCH, BU LINKAGE, MAINTENANCE SRVC	1,377.84	610	610-816-6350	1
				INVOICE TOTAL	7,133.52			
				VENDOR TOTAL	7,133.52			
				LEGACY BANK TOTAL	109,417.89			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	109,417.89			
				GRAND TOTALS	109,417.89			

ACCOUNT NO ALPHA ID	DEPOSIT DATE	PEN TIMES	DEPOSIT AMOUNT	INTEREST AMOUNT	TOTAL AMOUNT	DEPOSIT REFUND CODE
2250001 CARSTENS JULIE & JEFFREY	12/03/04	4	136.80	.00	136.80	Check
4625003 COOPER CYNTHIA	9/09/13	4	71.56	.00	71.56	Check
5100002 TRI STATE VENTURES INC.	6/12/15		79.25	.00	79.25	Check
6285018 BAKER BRAD	8/15/15		77.31	.00	77.31	Check
6597816 CHARBONEAU SUZANNE	10/07/14		57.55	.00	57.55	Check
6597817 MULBERRY POINTE LLC	10/13/15		81.86	.00	81.86	Check
6598309 COOK BRANDON	4/08/14		82.50	.00	82.50	Check
6598815 GANOE BRITNEY	12/31/13	10	28.13	.00	28.13	Check
9056004 MILLER HEATHER K	3/13/15	1	54.06	.00	54.06	Check
9286000 HARMEL NICOLE	3/13/08	15	8.15	.00	8.15	Check
9438003 KJH RESIDENTIAL	11/06/14	1	74.73	.00	74.73	Check
10071001 WILLIAMS AMANDA	10/14/11		34.08	.00	34.08	Check
10129001 SHEA PATRICIA	11/01/05	1	81.94	.00	81.94	Check
10183002 STREET LANCE	7/01/09	9	82.51	.00	82.51	Check
12004001 YORDI TRAVIS	12/31/08	7	70.85	.00	70.85	Check
14001704 KADING PROPERTIES	6/12/15	3	.98	.00	.98	Check
14002004 KADING PROPERTIES	5/12/15	4	34.08	.00	34.08	Check
14002802 KADING PROPERTIES	8/15/15	1	79.25	.00	79.25	Check
14004604 KADING PROPERTIES	8/15/15	1	79.25	.00	79.25	Check
14004702 KADING PROPERTIES	2/15/15	7	63.49	.00	63.49	Check
14005505 KADING PROPERTIES	4/15/15	5	39.60	.00	39.60	Check
15002100 GREENLAND HOMES	9/10/15		79.25	.00	79.25	Check
16002600 CEDARBROOK BUILDERS	10/13/15		128.82	.00	128.82	Check

REPORT TOTAL 1526.00 .00 1526.00

WATER 1526.00 .00 1526.00

**CITY OF BONDURANT
INTERIM WARRANT LIST
November 2, 2015**

DATE	VENDOR - REFERENCE	ACCOUNT CODE	TOTALS
10/23/15	IRS USA tax payment - Federal/FICA		10,480.07
10/21/15	Principal Life Insurance - Oct 2015 life insurance	112-621-6150	\$ 73.28
		112-210-6150	\$41.17
		600-811-6150	\$21.37
		610-816-6150	\$21.37
		741-865-6150	\$8.59
		112-430-6150	\$27.39
		112-410-6150	\$64.44
		112-170-6150	9.54
		112-440-6150	10.69
		112-150-6150	9.54
		112-160-6150	9.54
			<u>\$ 296.92</u>
10/28/15	Postmaster - Utility bill mailing	600-812-6508	132.63
		610-817-6508	132.63
		670-840-6508	132.63
		741-865-6508	132.61
			<u>530.50</u>
		Total	11,307.49

GRAND TOTALS-A/P	109,417.89
UTILITY DEPOSIT REFUNDS	1,526.00
INTERIM WARRANT LIST	11,307.49
TOTAL	<u>\$122,251.38</u>

ACCOUNT NO,

ACCOUNT NO) ---LAST AMOUN
BILLED

1200005F 87.05
1235000F 136.49
1260004F 82.98
2220004F 281.35
2220008F 342.04
2813001F 255.94
2906101F 211.74
3005000F 54.76
3080006F 248.96
3275006F 170.72
3340011F 218.67
4350004F 51.12
4400002F 160.38
4550008F 380.28
5120003F 94.61
5193001F 160.06
5270001F 360.52
5353005F 158.98
5710000F 448.09
5820006F 78.72
6193002F 60.56
6285016F 226.64
6593311F 411.72
6593411F 42.59
6595017F 104.00
6595022F 13.11
6596109F 87.28
6596609F 18.17
6597606F 186.35
6598208F 77.85
6598812F 325.44
6599305F 148.15
6599314F 36.81
6605501F 57.48
6724100F 57.85
6724800F 32.11
6725100F 596.57
6726700F 607.60
7310002F 121.22
7320000F 128.48
7550001F 179.89
8155000F 125.73
9056002F 102.59
9442001F 188.81
9448005F 35.94
10143001F 237.16
10175003F 31.00
12013500F 616.35
14000703F 120.52
14000901F 216.22
14001103F 220.74
14001703F 69.38

14003506F 115.57
14004203F 82.22
14004301F 241.79
14004302F 112.46
14004603F 64.32
14004803F 22.32
14006203F 259.35
14006204F 142.43
14006603F 59.75
15004400F 986.35
16000300F 10.29
16002900F 55.24



REPORT TOTALS

10374.48

10374.48

† 12 MONTHS.

**Tax Abatement Applications
November 02, 2015
City of Bondurant**

Name	Address	Completion Date	Cost
Felize Hinson	316 Sycamore Drive, NW	10/19/2015	\$252,000
Christopher & Valerie Francois	405 Eva Point Drive, SW	10/23/2015	\$252,000
Josh & April VanMaanen	716 James Street, NE	10/26/2015	\$232,661

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Bondurant County: Polk

Urban Renewal Area Name: Bondurant Urban Renewal

Urban Renewal Area Number: 77025 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 185,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this _____ day of _____, _____

Signature of Authorized Official

515-967-2418

Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Bondurant County: Polk

Urban Renewal Area Name: Bondurant Urban Renewal

Urban Renewal Area Number: 77025 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. S.C. Stoner Construction Commercial Facility and related public infrastructure 28 semiannual payments beginning 12/1/2012, ending 6/1/2023	10/19/15	185,000
<input checked="" type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____		
<input type="checkbox"/> 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 185,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CITY OF BONDURANT
RESOLUTION NO. 15-147

RESOLUTION APPROVING RENEWAL OF THE CITY OF BONDURANT'S HEALTH INSURANCE
PLAN EFFECTIVE 12/1/15-12/1/16

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

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

WHEREAS, the proposed renewal has a cost of 11 percent over the current plan cost

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the renewal of the City of Bondurant's Health Insurance Policy UHCRV Select B: WSA25-20-2000-1000P, effective 12/1/15-12/1/16, is hereby approved as presented.

Passed and approved this 02nd day of November, 2015,

Curt Sullivan, Mayor

ATTEST:

Mark J. Arentsen, City Administrator

**UNITEDHEALTHCARE PLAN OF THE RIVER VALLEY, INC.
GROUP HEALTH CONTRACT FOR INSURED GROUPS
SIGNATURE SHEET**

Client Name: CITY OF BONDURANT

Benefits: WSA25-20-2000-1000P - SELECT
R10/35/50 A3B
C10

Client ID: 13867

Request ID: 23

Combo ID: 1

UnitedHealthcare Plan of the River Valley, Inc. and Client named above (herein called Group) hereby enter into the Group Health Contract for Insured Groups to which this signature sheet is attached, and agree to be bound by all of the terms, provisions, covenants and agreements contained therein and herein.

Monthly Premiums for the Contract Period set forth below shall be:

Contract Period: 12/01/2015 to 11/30/2016

<u>Premium Category</u>	<u>Premium Rate</u>		<u>Employee Contribution</u>
<u>Ages</u>	<u>Male</u>	<u>Female</u>	(May not exceed 50% of Premium Rate)
0-19	149.61	149.61	
20-24	279.49	279.49	
25-29	357.02	357.02	
30-34	374.02	374.02	
35-39	350.90	350.90	
40-44	366.20	366.20	
45-49	442.36	442.36	
50-54	556.61	556.61	
55-59	695.33	695.33	
60-64	892.54	892.54	
65+	1,092.81	1,092.81	
Child 1	148.45	148.45	
Child 2	296.91	296.91	
Child 3+	445.36	445.36	

Group is liable to UnitedHealthcare Plan of the River Valley, Inc. for the Premium. The Premium shall not change during the Contract Period unless the language of section 7.5 of Article VII is invoked.

For each employee, the Group agrees to contribute a minimum of 50% of the Premium. The employee contribution toward the Premium shall not be changed during the Contract Period without the prior written consent of UnitedHealthcare Plan of the River Valley, Inc.

UnitedHealthcare Plan of the River Valley, Inc. requires 75% participation of all eligible employees. UnitedHealthcare Plan of the River Valley, Inc. reserves the right to request copies of Group's Wage and Tax Statements at any time during the Contract Period to verify that participation requirements are being met. UnitedHealthcare Plan of the River Valley, Inc. must be the sole carrier for Group.

Failure to meet participation and/or contribution requirements at any time during the Contract Period is grounds for termination or non-renewal of the Group Health Contract.

Group acknowledges that it has been informed that other benefit plans are available from UnitedHealthcare Plan of the River Valley, Inc.

Renewal of Premium and employee contribution, if any, shall be endorsed hereon by appropriate endorsement, specifying the Contract Period for which renewal Premium and employee contribution shall be effective.

This Contract is effective for the Contract Period beginning 12:01 a.m. on the Contract Effective Date of 12/01/2015 and ending 12:00 midnight on the last day of the Contract Period stated above, unless terminated earlier in accordance with any provisions of section 9.2 of Article IX.

UNITEDHEALTHCARE PLAN
OF THE RIVER VALLEY, INC.
1300 RIVER DRIVE, SUITE 200
MOLINE, ILLINOIS 61265

CITY OF BONDURANT
200 2ND STREET N.E.
BONDURANT, LA 50035

By: Steve C. Walli
Date: 8/27/2015

By: _____
Date: _____

City of Bondurant

December 2015 Renewal

Name	Tier	Employee Age	Spouse Age	UHCVR Current		UHCVR Renewal	
				Select B: WSA25-20-2000-1000P	Select B: WSA25-20-2000-1000P	Select B: WSA25-20-2000-1000P	Select B: WSA25-20-2000-1000P
	EE & Sp	63	62	\$1,613.98	\$1,785.08		
	Family	56	55	\$1,388.07	\$1,539.11		
	Family	49	56	\$1,290.06	\$1,434.60		
	EE	51	0	\$806.99	\$892.54		
	EE	53	0	\$503.25	\$556.61		
	EE & Sp	59	58	\$1,257.36	\$1,390.66		
	EE & Ch	29	0	\$453.51	\$505.47		
	Family	45	49	\$1,192.04	\$1,330.08		
	Family	44	45	\$1,123.18	\$1,253.92		
	EE	60	0	\$806.99	\$892.54		
	EE	36	0	\$317.26	\$350.90		
	Family	41	39	\$909.78	\$1,014.01		
	EE & Ch	52	0	\$633.96	\$705.06		
	EE	58	0	\$628.68	\$695.33		
Monthly Total							
Annualized				\$12,925.11	\$14,345.91		
change from current				\$155,101.32	\$172,150.92		
Four-Tier Rates							11.0%
	Factor	Tier	Headcount				
	1	EE Only	5	\$464.93	\$516.04		
	2	EE/Spouse	2	\$929.86	\$1,032.08		
	1.9	EE/Children	2	\$883.37	\$980.48		
	3	Family	5	\$1,394.80	\$1,548.12		
	27.8						

City of Bondurant

Summary of Benefits

Plan Design	Current UHC-RV (POS)
Annual Deductible	Tier 1: Single \$1,000 Family \$2,000 Tier 2: Single \$2,000 Family \$4,000 Non-participating: Single \$2,000 Family \$4,000
Coinsurance	Tier 1: 20% Tier 2: 30% Non-participating: 40%
Annual Out of Pocket Maximum	Tier 1: Single \$2,000 Family \$4,000 Tier 2: Single \$3,000 Family \$6,000 Non-participating: Single \$3,000 Family \$6,000
Primary Care Office Visit	Tier 1: \$25 copay per visit Tier 2: \$50 copay per visit Non-participating: Deductible then 40% coinsurance
Specialist Office Visit (including Urgent Care for current plan)	Tier 1: \$40 copay per visit Tier 2: \$50 copay per visit Non-participating: Deductible then 40% coinsurance
Urgent Care for new ACA Plan	
Emergency Room Services Emergency Transportation	Tier 1, 2 and Non-participating: \$100 copay Tier 1, 2 and Non-participating: Deductible followed by 20% coinsurance
Inpatient	Deductible and coinsurance
Outpatient	Deductible and coinsurance
Rx	Tier 1 drugs: Retail \$10 copay: Mail \$25 copay Tier 2 drugs: Retail \$35 copay: Mail \$87.50 copay Tier 3 drugs: Retail \$50 copay: Mail \$125 copay Tier 4: Not applicable 31 day supply retail; 90 day supply mail
Maximum	Unlimited

CITY OF BONDURANT
RESOLUTION NO. 15-148

RESOLUTION APPROVING THE ANNUAL URBAN RENEWAL REPORT,
FISCAL YEAR 2014-2015

WHEREAS, the Code of Iowa requires a report detailing activity within each Urban Renewal area to be filed not later than December 1 of each year; AND

WHEREAS, the Finance Director of the City of Bondurant has completed the Urban Renewal Report and recommends its submission upon review of the City of Bondurant City Council

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Annual Urban Renewal Report, Fiscal Year 2014-2015, is hereby approved as presented.

Passed and approved this 02nd day of November, 2015,

Curt Sullivan, Mayor

ATTEST:

Mark J. Arentsen, City Administrator

Annual Urban Renewal Report, Fiscal Year 2014 - 2015

Levy Authority Summary

Local Government Name: BONDURANT
 Local Government Number: 77G715

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
BONDURANT URBAN RENEWAL	77025	8

TIF Debt Outstanding: **2,890,809**

TIF Sp. Rev. Fund Cash Balance as of 07-01-2014:	34,586	0	Amount of 07-01-2014 Cash Balance Restricted for LMI
---	---------------	----------	---

TIF Revenue:	488,924
TIF Sp. Revenue Fund Interest:	117
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	489,041

Rebate Expenditures:	128,010
Non-Rebate Expenditures:	377,541
Returned to County Treasurer:	0
Total Expenditures:	505,551

TIF Sp. Rev. Fund Cash Balance as of 06-30-2015:	18,076	0	Amount of 06-30-2015 Cash Balance Restricted for LMI
---	---------------	----------	---

**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance:** **2,367,182**

♣ Annual Urban Renewal Report, Fiscal Year 2014 - 2015

Urban Renewal Area Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL
 UR Area Number: 77025

UR Area Creation Date: 06/1988

UR Area Purpose: To foster economic development in the area through public improvements including sewer, water upgrades, and street improvements.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
BONDURANT CITY/BOND-FARR SCH/88 TIF INCR	77219	77221	11,145,847
BONDURANT CITY AG/BOND-FARR SCH/88 TIF INCR	77220	77222	0
BONDURANT CITY/SE-POLK SCH/98 AMD TIF INCR	77438	77439	0
BONDURANT CITY/BOND-FARR SCH/91 AMD TIF INCR	77475	77476	951,633
BONDURANT CITY/BOND-FARR SCH/98 AMD TIF INCR	77477	77479	2,533,315
BONDURANT CITY AG/SE-POLK SCH/98 AMD TIF INCR	77437	77547	0
BONDURANT CITY AG/BOND-FARR SCH/98 AMD TIF INCR	77478	77548	0
BONDURANT CITY/BOND-FARR SCH/01 AMD TIF INCR	77560	77561	140,508

Urban Renewal Area Value by Class - 1/1/2013 for FY 2015

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,701,430	122,988,100	21,792,280	3,061,000	0	-183,348	149,359,462	0	149,359,462
Taxable	738,417	66,905,745	20,702,667	2,907,950	0	-183,348	91,071,431	0	91,071,431
Homestead Credits									736

TIF Sp. Rev. Fund Cash Balance as of 07-01-2014:

34,586

0

Amount of 07-01-2014 Cash Balance Restricted for LMI

TIF Revenue:

488,924

TIF Sp. Revenue Fund Interest:

117

Property Tax Replacement Claims

0

Asset Sales & Loan Repayments:

0

Total Revenue:

489,041

Rebate Expenditures:

128,010

Non-Rebate Expenditures:

377,541

Returned to County Treasurer:

0

Total Expenditures:

505,551

TIF Sp. Rev. Fund Cash Balance as of 06-30-2015:

18,076

0

Amount of 06-30-2015 Cash Balance Restricted for LMI

Projects For BONDURANT URBAN RENEWAL

Wil-Ron Properties Dev Agrmt

Description: Water/Sewer Main reimbursement
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Stoner Construction Dev Agrmt

Description: Street Construction
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Main Street Reconstruction

Description: Main Street Reconstruction
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

2nd Street Trail

Description: Bike/Walk Trail
Recreational facilities (lake development, parks, ball fields, trails)
Classification: Recreation
Physically Complete: Yes
Payments Complete: No

Grant St Frontage Rd

Description: Frontage Road due to Grant St relocation
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Trail to Chichaqua

Description: Bike/walk trail to Chichaqua
Recreational facilities (lake development, parks, ball fields, trails)
Classification: Recreation
Physically Complete: No
Payments Complete: No

Trailhead Depot

Description: Trailhead shelter; parking
Recreational facilities (lake development, parks, ball fields,

Classification: trails)
Physically Complete: Yes
Payments Complete: No

Urban Service Area lift station

Description: Urban Service Area lift station;Polk Co debt
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Garfield Street Resurface

Description: Garfield Street Resurface
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Paine Hts Stormwater/2nd trail

Description: Stormwater Infrastructure/2nd St trail
Classification: Roads, Bridges & Utilities
Physically Complete: Yes
Payments Complete: No

Petocka playground

Description: playground/shelter improvement
Recreational facilities (lake development, parks, ball fields,
Classification: trails)
Physically Complete: Yes
Payments Complete: No

Kinney Park parking lot improvement

Description: park lot improvement
Recreational facilities (lake development, parks, ball fields,
Classification: trails)
Physically Complete: Yes
Payments Complete: No

Administrative expenses

Description: Hubbell developer legal fees
Classification: Administrative expenses
Physically Complete: Yes
Payments Complete: Yes

Debts/Obligations For BONDURANT URBAN RENEWAL

GO Urban Renewal Bonds 2008

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,473,000
Interest:	215,600
Total:	1,688,600
Annual Appropriation?:	No
Date Incurred:	08/31/2008
FY of Last Payment:	2020

Wil-Ron Properties

Debt/Obligation Type:	Rebates
Principal:	500,000
Interest:	0
Total:	500,000
Annual Appropriation?:	Yes
Date Incurred:	11/18/2006
FY of Last Payment:	2019

Stoner Construction

Debt/Obligation Type:	Rebates
Principal:	338,668
Interest:	0
Total:	338,668
Annual Appropriation?:	Yes
Date Incurred:	08/23/2008
FY of Last Payment:	2023

Urban Service Area-NE 2nd St lift st

Debt/Obligation Type:	Other Debt
Principal:	63,795
Interest:	0
Total:	63,795
Annual Appropriation?:	No
Date Incurred:	06/01/2007
FY of Last Payment:	2015

GO Urban Renewal Bonds 2013A

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	285,000
Interest:	6,986
Total:	291,986
Annual Appropriation?:	No
Date Incurred:	06/12/2013
FY of Last Payment:	2020

Administrative expenses

Debt/Obligation Type:	Internal Loans
Principal:	7,760
Interest:	0
Total:	7,760
Annual Appropriation?:	No
Date Incurred:	07/31/2012
FY of Last Payment:	2015

Non-Rebates For BONDURANT URBAN RENEWAL

TIF Expenditure Amount:	48,313
Tied To Debt:	GO Urban Renewal Bonds 2008
Tied To Project:	2nd Street Trail
TIF Expenditure Amount:	110,152
Tied To Debt:	GO Urban Renewal Bonds 2008
Tied To Project:	Main Street Reconstruction
TIF Expenditure Amount:	50,881
Tied To Debt:	GO Urban Renewal Bonds 2008
Tied To Project:	Paine Hts Stormwater/2nd trail
TIF Expenditure Amount:	2,211
Tied To Debt:	GO Urban Renewal Bonds 2008
Tied To Project:	Petocka playground
TIF Expenditure Amount:	2,543
Tied To Debt:	GO Urban Renewal Bonds 2008
Tied To Project:	Kinney Park parking lot improvement
TIF Expenditure Amount:	965
Tied To Debt:	GO Urban Renewal Bonds 2008
Tied To Project:	Grant St Frontage Rd
TIF Expenditure Amount:	63,795
Tied To Debt:	Urban Service Area-NE 2nd St lift st
Tied To Project:	Urban Service Area lift station
TIF Expenditure Amount:	11,036
Tied To Debt:	GO Urban Renewal Bonds 2008
Tied To Project:	Garfield Street Resurface
TIF Expenditure Amount:	58,582
Tied To Debt:	GO Urban Renewal Bonds 2013A
Tied To Project:	Trailhead Depot
TIF Expenditure Amount:	21,303
Tied To Debt:	GO Urban Renewal Bonds 2013A
Tied To Project:	Trail to Chichaqua
TIF Expenditure Amount:	7,760
Tied To Debt:	Administrative expenses
Tied To Project:	Administrative expenses

Rebates For BONDURANT URBAN RENEWAL

Wil-Ron Utility Sys

TIF Expenditure Amount:	100,000
Rebate Paid To:	Community State Bank
Tied To Debt:	Wil-Ron Properties
Tied To Project:	Wil-Ron Properties Dev Agrmt
Projected Final FY of Rebate:	2019

319 Washington Ave SE

TIF Expenditure Amount:	28,010
Rebate Paid To:	M Burkes LLC
Tied To Debt:	Stoner Construction
Tied To Project:	Stoner Construction Dev Agrmt
Projected Final FY of Rebate:	2026

♣ Annual Urban Renewal Report, Fiscal Year 2014 - 2015

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY/BOND-FARR SCH/88 TIF INCR
 TIF Taxing District Inc. Number: 77221

TIF Taxing District Base Year:	0		UR Designation
FY TIF Revenue First Received:	1988	Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/1988

TIF Taxing District Value by Class - 1/1/2013 for FY 2015

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	91,280,630	15,911,800	3,061,000	0	-114,824	110,138,606	0	110,138,606
Taxable	0	49,656,813	15,116,211	2,907,950	0	-114,824	67,566,150	0	67,566,150
Homestead Credits									523

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	7,927,770	67,566,150	11,145,847	56,420,303	1,863,399

FY 2015 TIF Revenue Received: 368,968

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY AG/BOND-FARR SCH/88 TIF INCR
 TIF Taxing District Inc. Number: 77222

TIF Taxing District Base Year:	1987		UR Designation
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	06/1988

TIF Taxing District Value by Class - 1/1/2013 for FY 2015

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	1,176,160	0	0	0	0	0	1,176,160	0	1,176,160
Taxable	510,449	0	0	0	0	0	510,449	0	510,449
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	1,176,160	0	0	0	0

FY 2015 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2014 - 2015

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY/SE-POLK SCH/98 AMD TIF INCR
 TIF Taxing District Inc. Number: 77439
 TIF Taxing District Base Year: 1997
 FY TIF Revenue First Received: No
 Subject to a Statutory end date? No

UR Designation
 No
 No
 Economic Development
 11/1998

TIF Taxing District Value by Class - 1/1/2013 for FY 2015

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	0	0	0	0	0

FY 2015 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY/BOND-FARR SCH/91 AMD TIF INCR
 TIF Taxing District Inc. Number: 77476
 TIF Taxing District Base Year: 0
 FY TIF Revenue First Received: 2000
 Subject to a Statutory end date? No

UR Designation
 No
 No
 Economic Development
 05/1991

TIF Taxing District Value by Class - 1/1/2013 for FY 2015

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	7,774,700	1,745,600	0	0	-18,520	9,501,780	0	9,501,780
Taxable	0	4,229,454	1,658,320	0	0	-18,520	5,869,254	0	5,869,254
Homestead Credits									49

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	3,751,500	5,768,800	951,633	4,817,167	159,097

FY 2015 TIF Revenue Received: 31,708

♣ Annual Urban Renewal Report, Fiscal Year 2014 - 2015

TIF Taxing District Data Collection

Local Government Name:	BONDURANT (77G715)		
Urban Renewal Area:	BONDURANT URBAN RENEWAL (77025)		
TIF Taxing District Name:	BONDURANT CITY/BOND-FARR SCH/98 AMD TIF INCR		
TIF Taxing District Inc. Number:	77479		
TIF Taxing District Base Year:	0	Slum	UR Designation No
FY TIF Revenue First Received:	2000	Blighted	No
Subject to a Statutory end date?	No	Economic Development	11/1998

TIF Taxing District Value by Class - 1/1/2013 for FY 2015

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	21,080,270	4,134,880	0	0	-38,892	25,176,258	0	25,176,258
Taxable	0	11,467,714	3,928,136	0	0	-38,892	15,356,958	0	15,356,958
Homestead Credits									144

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	2,087,180	15,356,958	2,533,315	12,823,643	423,528

FY 2015 TIF Revenue Received: 83,671

TIF Taxing District Data Collection

Local Government Name:	BONDURANT (77G715)		
Urban Renewal Area:	BONDURANT URBAN RENEWAL (77025)		
TIF Taxing District Name:	BONDURANT CITY AG/SE-POLK SCH/98 AMD TIF INCR		
TIF Taxing District Inc. Number:	77547		
TIF Taxing District Base Year:	1997	Slum	UR Designation No
FY TIF Revenue First Received:		Blighted	No
Subject to a Statutory end date?	No	Economic Development	11/1998

TIF Taxing District Value by Class - 1/1/2013 for FY 2015

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	38,260	0	0	0	0	0	38,260	0	38,260
Taxable	16,605	0	0	0	0	0	16,605	0	16,605
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	16,750	16,605	0	16,605	498

FY 2015 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2014 - 2015

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY AG/BOND-FARR SCH/98 AMD TIF INCR
 TIF Taxing District Inc. Number: 77548
 TIF Taxing District Base Year: 1997
 FY TIF Revenue First Received: Slum
 Subject to a Statutory end date? No Blighted
 Economic Development UR Designation
 No
 No
 11/1998

TIF Taxing District Value by Class - 1/1/2013 for FY 2015

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	487,010	0	0	0	0	0	487,010	0	487,010
Taxable	211,363	0	0	0	0	0	211,363	0	211,363
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	487,010	0	0	0	0

FY 2015 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY/BOND-FARR SCH/01 AMD TIF INCR
 TIF Taxing District Inc. Number: 77561
 TIF Taxing District Base Year: 0
 FY TIF Revenue First Received: Slum
 Subject to a Statutory end date? No Blighted
 Economic Development UR Designation
 No
 No
 03/2001

TIF Taxing District Value by Class - 1/1/2013 for FY 2015

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,852,500	0	0	0	-11,112	2,841,388	0	2,841,388
Taxable	0	1,551,764	0	0	0	-11,112	1,540,652	0	1,540,652
Homestead Credits									20

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2015	2,000,740	851,760	140,508	711,252	23,491

FY 2015 TIF Revenue Received: 4,577

CITY OF BONDURANT
RESOLUTION NO. 15-149

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

WHEREAS, the City Administrator has reviewed the list of Emergency Medical Service accounts showing balances due, as of September 30, 2015; AND

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

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

Passed and approved this 02nd day of November, 2015,

Curt Sullivan, Mayor

ATTEST:

Mark J. Arentsen, City Administrator

**BONDURANT EMERGENCY SERVICES ACCOUNTS
WRITE-OFFS FOR 3RD QUARTER**

Exhibit "A"

<u>Service Date</u>	<u>Reason</u>	<u>Amount</u>
04-20-15	Medicaid	\$ 581.39
06-05-15	Medicare	\$ 328.79
06-06-15	Medicare	\$ 280.11
05-25-15	Medicare	\$ 344.18
06-21-15	Medicare	\$ 260.69
06-13-15	Medicare	\$ 262.63
06-03-15	Medicare	\$ 256.58
07-16-15	Medicaid	\$ 594.28
06-22-15	Medicare	\$ 275.16
06-24-15	Medicare	\$ 328.80
06-11-15	Medicare	\$ 268.01
07-16-15	Medicare	\$ <u>343.63</u>
	TOTAL:	\$4124.25

CITY OF BONDURANT
RESOLUTION NO. 15-150

RESOLUTION APPROVING THE AMENDED 28E AGREEMENT WITH THE SAFETY COALITION
OF CENTRAL IOWA CITIES

WHEREAS, the City of Bondurant is currently a member of the Safety Coalition of Central Iowa Cities (SCCIC); AND

WHEREAS, the SCCIC has reviewed the training services of several vendors and has decided to initiate SCCIC member training through the Iowa Association of Municipal Utilities (IAMU); AND

WHEREAS, past training services have been paid directly by SCCIC but future training services will be billed annually directly to member cities by IAMU; AND

WHEREAS, the 28E agreement has been updated to include the City of Baxter; AND

WHEREAS, the 28E agreement has been updated to adjust the membership dues from \$2,000 to \$100 annually

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the amended 28E agreement with the SCCIC, is hereby approved.

Passed and approved this 02nd day of November, 2015,

Curt Sullivan, Mayor

ATTEST:

Mark J. Arentsen, City Administrator

SCCIC Member Cities –

Attached is the updated 28E voted on at the October 12, 2015, safety meeting. I have listed below the individual changes.

Please have your council members vote on amendments to the current 28E. Please sign and seal three (3) signature pages and return to me (Amy Hill) at the City of Altoona (407 8th St. SE, Altoona, Iowa 50009).

If you have any questions, please contact me at ahill@altoona-iowa.com or call 515-967-5136 ext. 239.

Sincerely,

Amy S. Hill
Administrative Assistant
City of Altoona

This agreement is made under the provisions of the Iowa Code Chapter 28E and shall be interpreted consistent with such statute and any later amendments thereof, between the following legal political subdivisions of the State of Iowa:

Altoona	Newton
Bondurant	Norwalk
Carlisle	Pleasant Hill
Colfax	Polk City
Mitchellville	Prairie City
Monroe	Baxter

IV. CITY CONTRIBUTION

A. Each city will be billed ~~\$2000.00~~ **\$100.00** annually for membership dues.

Any city wanting to become a member of SCCIC must receive the unanimous consent of all member cities ~~and pay a one-time membership fee plus the dues for that membership period.~~

~~The one-time membership fee is established as follows:~~

Population	One-Time Fee
Under 1000	\$500
2000 – 2500	\$1000
Over 2500	\$1500

B. Bills for membership dues will be sent each September. In addition to membership dues, Cities with negative account balances will also be billed. **Each individual city will be responsible to pay Iowa Association of Municipal Utilities (IAMU) for the annual membership fee as a utility and the fee set forth in the service agreement with IAMU for safety training.**

VI. DUTIES

SCCIC responsibilities shall include:

- A. Setting goals and priorities
- B. Coordinating dates for safety meetings, training, inspections;

- C. Evaluating services
- D. Requesting proposed contract for the following year with estimated cost with IAMU
- E. and such duties determined by the Committee to efficiently meet the needs of its participating members.

VII. SERVICE AGREEMENT

The service agreement between SCCIC and IAMU shall clearly identify the following:

- A. the term of the service agreement and the commitment of SCCIC member;
- B. specific services and service priorities to be provided;
- C. the amount of staff and consultant resources, materials, and expenses anticipated under the agreement;
- D. the manner in which costs are to be allocated among participants
- E. the schedule of payments for costs;
- F. services and materials of IAMU that are not included in the agreement, such as the responsibility of participants regarding the purchase of compliance models and payment of fees for IAMU workshops and meetings offered to IAMU’s general membership;
- G. type of report to be presented by IAMU to the committee;
- H. type of committee evaluation of IAMU’s services under the agreement;
- I. a process by which terms of the agreement may be modified by mutual agreement of the Committee and IAMU to meet changing needs and conditions;
- J. limitations as to the liability of IAMU to SCCIC or its individuals members for actions related to performance of services under the agreement; and,
- K. limitations as to the liability of SCCIC or its individual members to one another or to others for actions related to performance of services under the agreement;
- L. dissolution notification of 120 days is required in writing to IAMU;

~~VI.~~VIII. DURATION

This agreement will last five years from the signing of the agreement. However, agreements to extend this agreement for additional five-year periods may be enacted. Extensions require a unanimous vote of all member cities. This agreement will begin September 1, 2013 and continue through until August 31, 2018.

~~VII.~~IX. TERMINATION

~~VIII.~~X. LIABILITY

~~IX.~~XI. FILING AND RECORDING

**28E AGREEMENT FOR THE SAFETY COALITION OF CENTRAL
IOWA CITIES SHARED SERVICES AGREEMENT**

This agreement is made under the provisions of the Iowa Code Chapter 28E and shall be interpreted consistent with such statute and any later amendments thereof, between the following legal political subdivisions of the State of Iowa:

Altoona	Newton
Bondurant	Norwalk
Carlisle	Pleasant Hill
Colfax	Polk City
Mitchellville	Prairie City
Monroe	Baxter

This agreement shall be subject to amendment by the unanimous approval of all member cities. This agreement may be amended to include new parties by adoption of an appropriate resolution and signatures of the intended new party, subject to unanimous consent of the undersigned parties.

I. PURPOSE

The Safety Coalition of Central Iowa Cities (SCCIC) was established to share services among the members, to improve or enhance existing services more efficiently; and to share the time, talents, and resources of each community for better utilization of taxpayer dollars.

II. PROJECT PLANS

This agreement sets out the general policies and organization of the SCCIC. Each new project will be submitted to and approved by the SCCIC board of directors.

III. FINANCE AND BUDGET

Initial funding for SCCIC came from a grant application made February 1, 1994, to the Iowa Department of Economic Development, Division of Community Rural Development by the City of Altoona. The original grant totaled forty thousand dollars (\$40,000.00).

IV. CITY CONTRIBUTION

A. Each city will be billed \$100.00 annually for membership dues.

Any city wanting to become a member of SCCIC must receive the unanimous consent of all member cities.

B. Bills for membership dues will be sent each September. In addition to membership dues, Cities with negative account balances will also be billed. Each individual city will be responsible to pay Iowa Association of Municipal Utilities (IAMU) for the annual membership fee as a utility and the fee set forth in the service agreement with IAMU for safety training.

- C. Services provided on behalf of SCCIC will be billed as follows:
 - 1. Hourly service charges cost twenty dollars (\$20.00) an hour.
 - 2. Copy service charges cost ten cents (\$0.10) per copy.
 - 3. Postage, office supplies, and long-distance phone calls will be billed for these expenses.

- D. Each member city's dues will be accounted for separately and that account will be charged for expenses incurred on their behalf. Any unused monies paid by the member cities will remain with the SCCIC. Each member city will receive credit for their share of the remaining funds. Any unused grant proceeds will be refunded to the State of Iowa in accordance with the grant agreements. Financial reports will be sent to each city at a minimum of four times a year. Funds remaining in a city's account on each August 31st will be carried forward into the next billing.

- E. Funds will be held in a checking or savings account and will require two signatures for the withdrawal of funds.

- F. Monies held in the Joint Fund are the property of all SCCIC members. These funds will be spent for meeting expenses. Use of these funds for a project or purchase, must be approved by 2/3 of the total membership.

- G. Any property that is purchased using "Joint Funds" will be the joint property of said member cities and upon, but not limited to the termination of this agreement, will be disposed of by vote of the 2/3 of the total city membership.

- H. Any city using or housing joint property will be responsible for maintain and providing insurance on such property at the time it is in their possession. Any city damaging joint property will be responsible for the property's repair or replacement.

- I. An annual internal inspection of the financial records shall be completed on SCCIC funds adhering to agreed upon procedures. A member city, other than cities authorized to deposit or withdraw SCCIC funds, will complete the internal review and report to member cities. The financial statements must internally balance and reconcile. The beginning fund balance amounts reported on financial and bank statements agree to related ending fund balance amounts on prior-year financial statements.

- J. In the event a motion to dissolve SCCIC is approved, monies held in "Joint Funds" will be distributed equally among the member cities after all outstanding bills are paid.

V. ORGANIZATION

Each member city will appoint one individual to serve on the SCCIC board of directors. Each October the board of directors will elect an executive committee consisting of President, Secretary and Treasurer. The board of directors will monitor and evaluate current projects, and plans for future projects. All projects must be within the scope of the shared service agreement and meet the organizational goals of SCCIC.

VI. DUTIES

SCCIC responsibilities shall include:

- A. Setting goals and priorities
- B. Coordinating dates for safety meetings, training, inspections;
- C. Evaluating services
- D. Requesting proposed contract for the following year with estimated cost with IAMU
- E. and such duties determined by the Committee to efficiently meet the needs of its participating members.

VII. SERVICE AGREEMENT

The service agreement between SCCIC and IAMU shall clearly identify the following:

- A. the term of the service agreement and the commitment of SCCIC member;
- B. specific services and service priorities to be provided;
- C. the amount of staff and consultant resources, materials, and expenses anticipated under the agreement;
- D. the manner in which costs are to be allocated among participants
- E. the schedule of payments for costs;
- F. services and materials of IAMU that are not included in the agreement, such as the responsibility of participants regarding the purchase of compliance models and payment of fees for IAMU workshops and meetings offered to IAMU's general membership;
- G. type of report to be presented by IAMU to the committee;
- H. type of committee evaluation of IAMU's services under the agreement;
- I. a process by which terms of the agreement may be modified by mutual agreement of the Committee and IAMU to meet changing needs and conditions;
- J. limitations as to the liability of IAMU to SCCIC or its individuals members for actions related to performance of services under the agreement; and,
- K. limitations as to the liability of SCCIC or its individual members to one another or to others for actions related to performance of services under the agreement;
- L. dissolution notification of 120 days is required in writing to IAMU;

VIII. DURATION

This agreement will last five years from the signing of the agreement. However, agreements to extend this agreement for additional five-year periods may be enacted. Extensions require a unanimous vote of all

member cities. This agreement will begin October 12, 2015 and continue through until August 31, 2020.

IX. TERMINATION

In the event any participating City chooses to terminate its participation in the Agreement, the remaining Cities may choose to terminate the Agreement in its entirety, or may choose on the following alternatives regarding the personal property interest of the terminating party:

1. Return to the terminating City property provided by that City or other personal property under the control of the SCCIC Board of similar, depreciated value; or
2. Purchase the interest of the terminating City based upon a depreciated value of the property prorated between the participating Cities, considering the source of the property or the funds expended for their purpose; or
3. Accept the property after the terminating city relinquishes any claim or interest in the property.

Upon complete termination of this Agreement, the SCCIC Board shall distribute the personal property under its control by returning that property supplied, given or purchased by a participating City to the City. Other property may be sold, disposed of, or donated in the discretion of the board. Any funds under the control of the SCCIC board at termination shall first be used to settle any debts or claims related to the organization, and then distributed among the participating Cities at the discretion of the SCCIC board.

X. LIABILITY

All wages, disability payments, pensions, worker's compensation claims and benefits, damage to equipment, damage to clothing, and all other claims arising from activities or duties required pursuant to this agreement shall be the sole responsibility of the individual member city which owns said equipment or employs the individual who asserts said claim. Each member city shall, in addition, be responsible for all claims or causes of action brought by their own citizens. With regard to said claims or causes of action, each member city shall indemnify and hold harmless the other parties to this agreement and other parties' officers and employees from and all claims, demands, actions, or causes of action of whatever the nature or character, including costs of litigation and attorney fees which the latter party may incur, which may be imposed for injury to or death to persons or property described above. Under no circumstances will any member city share responsibility or liability with another member City. Also, SCCIC assumes no liability on the behalf of any of the member cities.

XI. FILING AND RECORDING

Upon execution by all parties hereto, this agreement shall be filed with the Secretary of State.

CITY OF BONDURANT

DATE: _____

(seal)

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

**Safety Coalition of Central Iowa Cities (SCCIC)
Job Training & Safety -- Cost Allocation 2015-16
CAPPED POPULATION AT 10,000**

City	Population	Base Fee	Population Fee	Total Cost	Quarterly Payment
Altoona	10,000	\$500.00	\$1,713.01	\$2,213.01	\$553.25
Baxter	1,052	\$500.00	\$180.21	\$680.21	\$170.05
Bondurant	3,860	\$500.00	\$661.22	\$1,161.22	\$290.31
Carlisle	3,876	\$500.00	\$663.96	\$1,163.96	\$290.99
Colfax	2,093	\$500.00	\$358.53	\$858.53	\$214.63
Mitchellville	2,254	\$500.00	\$386.11	\$886.11	\$221.53
Monroe	1,830	\$500.00	\$313.48	\$813.48	\$203.37
Newton	10,000	\$500.00	\$1,713.01	\$2,213.01	\$553.25
Norwalk	8,945	\$500.00	\$1,532.29	\$2,032.29	\$508.07
Pleasant Hill	8,785	\$500.00	\$1,504.88	\$2,004.88	\$501.22
Polk City	3,418	\$500.00	\$585.51	\$1,085.51	\$271.38
Prairie City	1,680	\$500.00	\$287.79	\$787.79	\$196.95
TOTALS	57,793 (2)	\$6,000.00	\$9,900.00	\$15,900.00	\$3,975.00
Total Needed	(1) \$15,900.00				
Subtotal	(3) \$9,900.00				
Population Factor	(4) 0.17				
Member cost is figured as follows:					
Total Needed (1) minus Base Fee (2) = Subtotal (3)					
City Population times Population Factor (4) = Population Fee					
City Base Fee plus City Population Fee = City Total Cost					
City Population Figures based on 2010 Census					

CITY OF BONDURANT
RESOLUTION NO. 15-151

RESOLUTION APPROVING THE GRANT AWARD FOR THE GLWT EXTENSION

WHEREAS, the City of Bondurant has made a commitment to completing the multi-use trail known as the Gay Lea Wilson Trail and proposes to extend the trail south along Mud Creek across Hwy. 65 to I-80 West;
AND

WHEREAS, the City submitted a grant application to obtain funding for the Gay Lea Wilson Trail Extension, through Resource Enhancement and Protection (REAP) grants awarded by the Iowa Department of Natural Resources (DNR); AND

WHEREAS, the DNR has awarded a REAP grant to the City of Bondurant in the amount of \$75,000 for trail easement acquisitions

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant, Iowa, hereby accepts the grant award from REAP for the Gay Lea Wilson Trail Extension for trail easement acquisition.

Passed and approved this 02nd day of November, 2015,

Curt Sullivan, Mayor

ATTEST:

Mark J. Arentsen, City Administrator



STATE OF IOWA

TERRY E. BRANSTAD, GOVERNOR
KIM REYNOLDS, LT. GOVERNOR

DEPARTMENT OF NATURAL RESOURCES
CHUCK GIPP, DIRECTOR

October 27, 2015

CITY OF BONDURANT
MARK ARENTSEN
200 SECOND STREET NE
BONDURANT, IA 50035

Re: REAP Grant # 16-R4-CM, GAY LEA WILSON TRAIL EASEMENTS

Dear MARK ARENTSEN:

Congratulations! Attached please find your organizations Grant Agreement for your Resource Enhancement and Protection (REAP) grant awarded by the Department of Natural Resources (DNR). Please carefully review the grant agreement, print, sign, and return to my attention. A signed copy will be returned to you.

If you have not already done so, please submit your appraisal(s), to my attention, for review and approval. State Appraisal Guidelines are available on the DNR's internet site on the following page: <http://www.iowadnr.gov/InsideDNR/AboutDNR/RealtyServices.aspx>.

Please start a folder to place all grant and expense documentation in. State rules and regulations included with the application and pertaining to the REAP program effectively become part of the grant agreement.

If you have any questions, please contact me at 515-725-8213.

Sincerely,

Kathleen Moench

Kathleen Moench
Budget and Finance Bureau

Enclosures

IOWA DEPARTMENT OF NATURAL RESOURCES
502 E. 9TH STREET DES MOINES, IA 50319

RESOURCE ENHANCEMENT AND PROTECTION FUND
GRANT AGREEMENT-ACQUISITION

GRANTEE: CITY OF BONDURANT
PROJECT TITLE: GAY LEA WILSON TRAIL EASEMENTS
CONTACT PERSON: MARK ARENTSEN 515-967-2418
GRANT AWARD: \$75000.00
DNR CONTACT/PHONE #: Kathleen Moench 515-725-8213

1. **PURPOSE.** The purpose of this REAP Acquisition Grant Agreement is to enable the Iowa Department of Natural Resources (DNR), acting for the State of Iowa, to assist the CITY OF BONDURANT (Grantee) in the acquisition of land for the enhancement and protection of open space areas.
2. **PARTIES/AUTHORITY.** The parties to this Grant Agreement are the DNR, an agency of the State of Iowa, and the CITY OF BONDURANT. The parties make this Grant Agreement pursuant to 1989 Iowa Code Supplement Section 455A.19(1)(a), which authorizes the Natural Resource Commission to spend certain state funds appropriated for projects to enhance and protect open spaces.
3. **GENERAL DESCRIPTION OF PROJECT LANDS. THIS GRANT AGREEMENT IS FOR YOUR PROJECT** described as:

ACQUISITION OF 7 EASEMENTS FOR FUTURE EXTENSION OF A 2 MILE SEGMENT OF THE GAY LEA WILSON TRAIL FROM GRANT & BRICK STREETS, CROSSING UNDER HWY 65 AT LINCOLN STREET, THEN SOUTH AND EAST TO I-80, CITY OF BONDURANT, POLK COUNTY, IOWA.

4. **GRANT AWARD AND REIMBURSEMENTS.** The DNR will provide 100 percent of the acquisition costs up to a maximum amount of \$75000.00.
 - A. Appraisals must be sent to the Department for review and approval, follow the DNR appraisal guidelines, which can be found at; <http://www.iowadnr.gov/InsideDNR/AboutDNR/RealtyServices.aspx>, and include a groundwater hazard statement. Submit the appraisal(s) and groundwater hazard statement(s) as soon as possible to:

Kathleen Moench, Budget & Finance Bureau
Iowa Department of Natural Resources
502 East 9th Street
Des Moines, Iowa 50319
 - B. Upon receiving written approval of the appraisal(s), 100 percent advance reimbursement of the grant award may be requested by submitting a letter of request and the following documents:
 - o title opinion showing title is clear and marketable;
 - o offer to buy.

- C. The following documents are required upon completion of the grant:
- a legal description of the property for the Notice of Use Restriction;
 - copy of the recorded deed naming the grantee as owner;
 - copy of the recorded groundwater hazard statement(s);
 - copies of billings and canceled checks for the acquisition;
 - final report, to include a description of the completed project, pictures of the project, and efforts made to procure goods and services from Targeted Small Businesses (TSBs).
5. **ACQUISITION COSTS EXPLAINED.** Acquisition costs include the lesser of the cost or value of the project lands and the lesser of the cost or value of acquisition services as follows:
- A. **Cost/Value of Project Lands.** Acquisition costs include the lesser of the purchase price paid for the project lands by the grantee, or their fair market value established by an appraisal approved by the DNR.
- B. **Cost/Value of Acquisition Services.** Acquisition costs also include the lesser of the price paid by the grantee for acquisition services, or the fair market value of such services based on a written valuation approved by the DNR. Acquisition services include appraisals, surveys, abstracting, and other miscellaneous services reasonably required for acquisition of the project lands.
- C. Notwithstanding subparagraphs 5a and 5b, the DNR will not cost-share more than the appraised fair market value of any part of the project lands, and will not cost-share more than the substantiated fair market value of any acquisition services.
6. **RESPONSIBILITIES.** The grantee is solely responsible for closing the acquisition transaction, recording the transaction and Notice of Use Restriction with the appropriate county recorder. The grantee will make a concerted effort to procure goods and services from Targeted Small Businesses (TSBs) during the performance of this Grant Agreement. The DNR may provide assistance at the request of the grantee, or at the Director's recommendation.
7. **WRITTEN WAIVERS.** The grantee may choose at its own risk to acquire title to portions of the project lands if necessary to avoid expiration of an offer to sell or to facilitate fund raising, after obtaining a written waiver of retroactivity from the department.
8. **AMENDMENTS.** This Grant Agreement may be amended only by written ADDENDA signed and dated by the DNR Director or DNR REAP coordinator. Requests for amendments shall be directed to the DNR REAP coordinator.
9. **EFFECTIVE DATE/TERMINATION.** This Grant Agreement shall become effective when it has been signed and dated by the DNR Director and the grantee. All work specified in the project proposal will be completed by **DECEMBER 31, 2017**.
10. **AVAILABILITY OF FUNDS.** If funds anticipated for the continued fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds, or discontinuance or material alteration of the program under which funds were provided, then the Department shall have the right to terminate the agreement without penalty.

11. By signing this Grant Agreement, the grantee agrees to the terms and conditions set forth in this agreement and all attachments listed below:

- the REAP "General Provisions" (State rules included with application form);
- the appraisal guidelines:
<http://www.iowadnr.gov/InsideDNR/AboutDNR/RealtyServices.aspx>

_____	_____
Date	Bruce Trautman, Deputy Director Iowa Department of Natural Resources
MARENTSEN@CITYOFBONDURANT.COM	_____
_____	Grantee Signature, Mayor or County Board Director
Email Address	_____
	Print Name, Mayor or County Board Director

Shaded area for DNR use only

Accounting Department Return Copy to:

Kathleen Moench _____
 Doc #: _____ Date: _____
 Warrant #: _____

CITY OF BONDURANT
 200 SECOND STREET NE
 BONDURANT, IA 50035
 State ID #:

Fund/Ag/Org/SubOrg/\$: _____ CV: _____

**DEPARTMENT OF NATURAL RESOURCES
 REAP PROJECT BILLING – ACQUISITION GRANT**

Project billings must be accompanied by all required documentation (invoices, canceled checks, deeds, etc.) covering expenditures included in the billing. If you have questions, please contact the Budget & Grants Bureau at 515-725-8213. Make additional copies as needed.

Grant Recipient: CITY OF BONDURANT
 Project Title: GAY LEA WILSON TRAIL EASEMENTS
 Final Billing: Y or N

Use the table below to list your budget items and the expenditures for each item. You should follow the budget items provided with your grant proposal as closely as possible.

Budget Item	Budget Amount	Expenditures This Billing	“To Date” Item Expenditures
Totals			
Less Expenditures In Excess of Total Authorized Project Budget:			
Total “To Date” Expenditures:			
CLAIM REQUEST (___% OF “TO DATE” EXPENDITURES):			
LESS PREVIOUS PAYMENTS OF:			
TOTAL CLAIM TO BE PAID:			

Land Acquisition - List each parcel separately by parcel #. Use purchase price or appraised value, whichever is the lesser.

I certify that this billing is correct and just based upon actual payment(s) of record by the grant recipient, and that the work and services are in accord with the approved grant.

Signature: _____ Date: _____
 Print Name: _____
 Title: _____ Phone: _____

ORDINANCE NO. 15-216

ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT, IOWA, BY AMENDING CHAPTER 90, WATER SERVICE SYSTEM, CHAPTER 103 STORMWATER UTILITY, AND CHAPTER 106 COLLECTION OF SOLID WASTE

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

Section 1. **SECTION AMENDED.** Chapter 90, Section 90.01 of the Code of Ordinances of the City of Bondurant, Iowa, is repealed and the following adopted in lieu thereof:

90.01 **DEFINITIONS.** The following term is defined for use in the amended Chapters in this Ordinance:

1. "Combined service account" means a customer service account for the provision of two or more utility services.
2. "Customer" means, in addition to any person receiving water service from the City, the owner of the property served, and as between such parties the duties, responsibilities, liabilities and obligations hereinafter imposed shall be joint and several.
3. "Nonwater Account" means an account held by any customer receiving garbage and stormwater service from the City, but does not require water service.
4. "Stormwater Account" means an account held by any customer receiving stormwater service from the City, but does not require any other utility services.
5. "Superintendent" means the Superintendent of the City water system or any duly authorized assistant, agent or representative.
6. "Water main" means a water supply pipe provided for public or community use.
7. "Water service pipe" means the pipe from the water main to the building served.
8. "Water system" or "water works" means all public facilities for securing, collecting, storing, pumping, treating and distributing water.

Section 2. **SECTION AMENDED.** Chapter 103 of the code of Ordinances of the City of Bondurant, Iowa is hereby amended by adding Section(s) 103.8 and 103.9:

103.08 **STORMWATER ACCOUNTS.** Commencing January 1, 2016, all holders of Stormwater Accounts (as defined in 90.01(4) of this Code) shall be obligated as follows:

1. Customer Deposit. There shall be required from every Stormwater account a one hundred dollar (\$100) deposit. Said deposit is intended to guarantee the payment of bills for service. Said deposit shall be refunded upon request by account holder, but only after 24 consecutive months without penalty or delinquency in payment, or at the time of cancellation of service, provided the account is paid in full. **used to pay the final bill with any remaining credit returned to the customer.**
2. Billing for Stormwater Service. Rates for stormwater accounts shall be calculated as detailed in Chapter 103.02 of this Code. Furthermore, billing shall be delivered and subject to the following:

A. Bills Issued. The City Administrator shall prepare and issue bills for stormwater accounts on or before the first day of each month.

B. Bills Payable. Invoices for stormwater accounts shall be due and payable at City Hall by the fifteenth (15th) day following the issuance of said invoice, each month.

C. Late Payment Penalty. Invoices for Stormwater Accounts not timely paid when due shall be considered delinquent. A one-time late payment penalty of ten (10%) of the amount due shall be added to each delinquent bill.

D. Nothing contained in this Section shall waive any other remedy the City may have to enforce the delinquent payment of Stormwater accounts.

103.09 DELINQUENT STORMWATER ACCOUNTS.

1. Notice. In the event a Stormwater account becomes delinquent, the City Administrator shall notify, in the form of a Delinquent Stormwater Account Notice, each delinquent customer that if payment is not received by the new date specified in the notice of delinquency, a service fee shall be charged in addition to the late payment penalty. Such notice shall be sent by ordinary mail to the account holder in whose name the delinquent rates or charges were incurred and shall inform the customer of the specifics of the delinquency and afford the customer the opportunity for a hearing prior to a certification of delinquency fee(s).
2. Hearing. If a hearing is requested by noon the day preceding the delinquency fee due date, the City Administrator shall conduct an informal hearing and shall make a determination as to whether the delinquency notice is justified. If the City Administrator finds that the delinquency fee is justified, then such fee shall be assessed unless payment has been received prior to. A service fee of \$50 shall be charged to the account of a delinquent customer, effective at 8:30 a.m., on the morning following the delinquency date on the above-referenced Delinquent Stormwater Account Notice, except in the event that full payment is received prior to 8:30 a.m. on the date stated in the Delinquency Notice.
3. Lien for Nonpayment. The owner of the premises served and any lessee or tenant thereof are jointly and severally liable for fees for delinquent or nonpayment on Stormwater account. Fees remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes. (Code of Iowa, Sec. 384.84)

Section 3. **SECTION MODIFIED.** Chapter 106 of the code of Ordinances of the City of Bondurant, Iowa is hereby amended by adding Section(s) 106.11 and 106.12:

106.11 NONWATER ACCOUNTS. Commencing January 1, 2016, all owners of real property and/or residents whom hold Nonwater Accounts (as defined in Section 90.01(3) of this Code) shall be obligated as follows:

1. Customer Deposit. There shall be required from every Nonwater account a one hundred dollar (\$100) deposit. Said deposit is intended to guarantee the payment of bills for service. Said deposit shall be refunded upon request by account holder, but only after 24 consecutive months

~~without penalty or delinquency in payment, or at the time of cancellation of service, provided the account is paid in full.~~ used to pay the final bill with any remaining credit returned to the customer.

2. Billing for Garbage Service. Garbage service shall be payable as follows:

A. Invoices Issued. The City Administrator shall prepare and issue bills for combined service accounts on or before the first day of each month.

B. Bills Payable. Bills for garbage accounts shall be due and payable at City Hall by the fifteenth (15th) day of each month.

C. Late Payment Penalty. Bills not paid when due shall be considered delinquent. A one-time late payment penalty of ten (10%) of the amount due shall be added to each delinquent bill.

106.12 SERVICE DISCONTINUED. Garbage service to delinquent customers shall be discontinued in compliance with Iowa Code 476.20 and the following:

1. Notice. The City Administrator shall notify, in the form of a Service Discontinued Notice, each delinquent customer that service will be discontinued if payment of the combined service account, including late payment charges, is not received by the date specified in the notice of delinquency. Such notice shall be sent by ordinary mail to the account holder in whose name the delinquent rates or charges were incurred and shall inform the customer of the nature of the delinquency and afford the customer the opportunity for a hearing prior to the discontinuance.

2. Hearing. In the event a resident receiving a delinquency notice desires to request a hearing regarding discontinuance of their service, said hearing must be requested no later than 12:00 p.m. on the day preceding the due date set out in the delinquency notice. Any request for such a hearing must be done in writing and timely delivered in person to City Hall. Said hearing, if timely requested, shall be set for the next regularly scheduled City Council Meeting. The City Council, after hearing from the appellant, shall then make a determination as to whether the delinquency notice fee shall stand, whether service shall be discontinued, and/or if there is good cause found, the delinquency fee may be waived. If the City Council finds by a majority vote of the Members present that there is no good cause to waive the fee, the delinquent fee shall be assessed against the property.

3. Fee. A fee of \$50 shall be charged before service is restored to a delinquent customer. Said fee shall be effective and assessed at 8:30 a.m., on the morning following the termination date on the above-referenced Service Discontinued Notice, except in the event that full payment is received prior to 8:30 a.m., on said date.

4. Lien for Nonpayment. The owner of the premises served and any lessee or tenant thereof are jointly and severally liable for fees for solid waste collection and disposal. Fees remaining unpaid and delinquent shall constitute a lien upon the premises served and shall be certified by the Clerk to the County Treasurer for collection in the same manner as property taxes. (Code of Iowa, Sec. 384.84)

Section 4. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

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

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

ATTEST:

CITY OF BONDURANT, POLK COUNTY, IOWA

MARK J. ARENTSEN, CITY CLERK

CURT SULLIVAN, MAYOR

FIRST CONSIDERATION: Oct. 5, 2015

SECOND CONSIDERATION:

THIRD CONSIDERATION:

Mary Rork-Watson

From: Mark Arentsen [mailto:marentsen@cityofbondurant.com]
Sent: Tuesday, October 27, 2015 8:40 AM
To: 'CURT JILL SULLIVAN'; 'Brian Lohse'; Wes Enos; 'Bob Pepper'; jkeeler@cityofbondurant.com; 'Doug Elrod'
Cc: ldunham@cityofbondurant.com; 'Mary Rork-Watson'
Subject: FW: Bondurant Projects

In the e-mail below David Brick states that the City cannot require property owners to apply for tax abatement immediately upon taking possession of a property. The Tax Abatement Review Committee stated that the City should require immediate application to receive the 3 year 100%, 80%, 50% plan they recommended. The Committee's recommendation will be a Discussion Item on the 11/2 agenda.

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: David Brick [mailto:davebrick@mac.com]
Sent: Monday, October 26, 2015 5:12 PM
To: Mark Arentsen
Subject: Re: Bondurant Projects

Mark,

I will answer each of these in a separate email. Regarding your abatement question, under Iowa Code 404, a person seeking application for tax abatement must do so by February 1 of the assessment year for which the exemption is first claimed (an exemption event occurring in 2015 would therefore have to be filed by February 1, 2016). However, as Ron Cosgrove pointed out, there is a 2 year "grace" period for the filing of application(s) for abatement (see Iowa Code 404.4). Upon request by the owner, the City or County may, at its option EXTEND the 2 year grace period. However, I see no avenue for the city to shorten the grace period in which the applicant may apply, as the 2 year grace period is provided explicitly by Iowa Code. So, it is my opinion that the City cannot mandate that a property abatement application be applied for immediately once the owner takes possession and if it is not, then waived or its value lessened for the applicant.

David E. Brick
Brick Gentry, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266
Phone: 515-274-1450
Fax: 515-274-1488

Boards
expiration date of 12-31-2015

	A	B	C	D	E
1	BOARD	PERSON	TERM	GENDER NEEDED	
2					
3	Board of Adjustments	Brian Wells	5 yr	female	
4					
5	Library Board	Mary Thomas	6 yr	male/female	
6					
7	Tree Board	Nicole Ryan	4 yr	female	