[AGENDA_POSTING_DATE]

**Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise.* *Join: Zoom Meeting Link*

NOTICE OF A REGULAR MEETING
BONDURANT CITY COUNCIL
DECEMBER 1, 2025

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on December 1, 2025, 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. Abstentions declared
4. Perfecting and Approval of the Agenda
5. 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 November 17, 2025, City Council Meeting Minutes
   b. Claims List
   c. Applications for Council Approval
   d. Receive & File - Library Board Meeting Minutes of October 1, 2025, & Director's Report
   e. - Resolution appointing Michael Mackin and Penny Moberly to the Parks and Recreation Board effective January 1, 2026, with terms expiring December 31, 2027
   f. O-251103-227 - (Third Reading) Ordinance rezoning land from the Agricultural (A-1) District to the High Density Residential (R-3) District on property located at GeoParcel 8022.30.200.020
   g. - Resolution approving and authorizing execution and delivery of Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), consenting to the issuance of Bonds by the Board of the WRA for the purpose of constructing Improvements under the terms of said Agreement, and related matters
   h. - Resolution approving pay request no. 1 to Legacy Construction for the Wolf Creek Basketball Court Project in the amount of $65,188.13
   i. - Resolution approving extension of Lease Agreement with Twist for lease of the concrete pad space at 108 1st Street, SW
   j. - Resolution authorizing the disposal of Surplus Property — BES Items

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.

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (515) 967-2418 or shagan@cityofbondurant.com, no fewer than two business days prior to the meeting to enable the City of Bondurant to make reasonable arrangements to assure accessibility or language assistance for the meeting.

**Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise.* *Join: Zoom Meeting Link*

k. - Resolution approving pay request no. 4 to Manatt's Inc. for the Grain District Lincoln Street Public Improvements Project in the amount of $558,617.56

l. - Resolution approving change order no. 3 for additional work not in the plans for the Grain District Lincoln Street Public Improvements in the amount of $24,188.69

m. - Resolution approving Pay Request No. 12 to Alliance Construction Group LLC for the Civic Campus Improvements Phase 2 Project in the amount of $439,147.64

n. - Resolution approving the Annual Finance Report to the State of Iowa for FY25, and Receiving and Filing for Audit

o. - Resolution approving pay request no. 4 to Sternquist Construction for the BFSD Truman Drive Project in the amount of $309,302.20

6. Guests requesting to address the City Council

7. **Public Hearing**

a. Public hearing to consider a Future Land Use Map amendment from Business Park/Light Industrial to Industrial at the Certified Timmins Industrial Park, 2501 Eisenhower Drive SE, and 2700 Eisenhower Drive

b. Public Hearing to consider a request for rezoning from the City's Limited Industrial (M-1) District to the Medium Industrial (M-2) District at the Certified Timmins Industrial Park

8. Action Items

a. - Resolution considering approval of a Future Land Use Map amendment from Business Park/Light Industrial to Industrial at the Certified Timmins Industrial Park, 2501 Eisenhower Drive SE, and 2700 Eisenhower Drive

b. - (First Reading) Ordinance approving a rezoning from the City's Limited Industrial (M-1) District to the Medium Industrial (M-2) District at the Certified Timmins Industrial Park

c. - Resolution awarding Plans, Specifications, Estimate, and Award of Contract for BFSD Public Infrastructure Storm Sewer Facilities Project

d. - Resolution approving award of contract to Graphite Construction Group for Eagle Parking Lot Improvements Project

e. - Consideration of Resolutions Regarding the City of Bondurant's Future Membership Status with the Des Moines Area Regional Transit Authority (DART)

9. Discussion Items -

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.

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a. Confluence Presentation regarding Zoning Code Development
b. Utility Rate Discussions
c. Employee Handbook Updates
d. CY26 Council Appointments

10. Reports / Comments and appropriate action thereon:
    a. Mayor
    b. Council Members
    c. Administrator
    d. Directors
11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
12. Adjournment

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.

Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (515) 967-2418 or shagan@cityofbondurant.com, no fewer than two business days prior to the meeting to enable the City of Bondurant to make reasonable arrangements to assure accessibility or language assistance for the meeting.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.a.
For Meeting of 12/1/2025
Motion

TITLE: Approval of November 17, 2025, City Council Meeting Minutes

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. November 17, 2025, City Council Meeting Minutes

**A virtual meeting was offered.*

BONDURANT CITY COUNCIL
Minutes
November 17, 2025
Bondurant City Council

1. Roll Call

Present:	Mayor Doug Elrod, Council Member Tara Cox, Council Member Angela McKenzie, Council Member Bob Peffer, Council Member Matt Sillanpaa, Council Member Chad Driscoll
City Officials Present:	City Administrator Marketa Oliver, City Clerk Shelby Hagan, Planning & Community Development Director Maggie Murray, Fire Chief Aaron Kreuder, Public Works Director John Horton, Library Director Michell Klinker-Feld, Assistant Fire Chief Anthony Rauterberg, Assistant City Administrator Jene Jess, City Engineer Greg Roth

2. Call to Order and Declaring a Quorum

   Mayor Pro Tem Sillanpaa called the meeting to order at 06:01 PM and declared a quorum.

3. Abstentions declared

   None.

4. Perfecting and Approval of the Agenda

   Motion by Driscoll, seconded by Sillanpaa, to amend the agenda by removing item #6w. Vote on Motion 5-0. Motion carried. Motion by Driscoll, seconded by Cox, to approve the agenda as amended. Vote on Motion 5-0. Motion carried.

5. Guests requesting to address the City Council

   Jason Greubel, Bondurant Soccer Club, briefed the Council on the Bondurant Soccer Complex project and noted that Polk County will fully fund the project pending approval at tomorrow night's meeting.

   a. Bonduant Celebrates Adoption Month 2025: Emily Easton

   Mayor Doug Elrod presented the proclamation, officially declaring November 2025 as Adoption Month in Bondurant and encouraging residents to learn more about ways to positively support youth and adoptive families in the community.

   Emily Easton was present to share remarks in support of Adoption Month.

**A virtual meeting was offered.*

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 November 3, 2025, City Council Meeting Minutes

b. Claims List & Treasurer's Report

c. Receive & File - FY25 Street Finance Report

d. Receive & File - October Monthly Report

e. O-251020-226 - (Third and Final Reading) Ordinance amending Chapter 47, Park Regulations

f. R-251117-322- Resolution approving pay request no. 2 to Con-Struct Inc. for the NE Jorie Way Drainage Improvements Project in the amount of $5,282.75 (Release of Retainage)

g. R-251117-323- Resolution authorizing the Temporary Closure of City Hall on December 19th, 2025, from 10:00 a.m. until no later than 2:00 p.m.

h. R-251117-324- Resolution approving an Agreement for a Community Development Grant Award for the Bondurant Soccer Club

i. R-251117-325- Resolution affixing a date for a public hearing for December 1, 2025, to consider a Future Land Use Map amendment from Business Park/Light Industrial to Industrial at the Certified Timmins Industrial Park, 2501 Eisenhower Drive, SE, and 2700 Eisenhower Drive

j. R-251117-326- Resolution affixing a date for a public hearing for December 1, 2025, at 6:00 p.m. at 200 Second Street NE, Bondurant, to consider a request for rezoning from the City's Limited Industrial (M-1) District to the Medium Industrial (M-2) District at the Certified Timmins Industrial Park

k. R-251117-327- Resolution authorizing the execution of a Resource Enhancement and Protection (REAP) Grant Agreement between the Iowa Department of Natural Resources and the City of Bondurant for the Pleasantview Park Trails and Fishing Ponds Project

**A virtual meeting was offered.*

l. R-251117-328- Resolution approving the Parks and Recreation Board's Recommendation to Solicit Proposals from Selected Artists/Artist Colaitions for the Grain Silo Mural Public Art Project

m. R-251117-329- Resolution approving the response by Bailey's Excavating for the Sale and Relocation of Dwelling at 601 Lincoln Street, NE RFP

n. R-251117-330- Resolution authorizing staff to issue a Request for Proposals related to City Engineering Services

o. R-251117-331- Resolution authorizing staff to issue a Request for Proposals related to conducting a tourism and economic impact feasibility study aimed at attracting complementary development on the 13-acre parcel owned by the City of Bondurant in the Grain District

p. R-251117-332- Resolution authorizing the Tax Increment Financing (TIF) Indebtedness Certification to the County Auditor for Fiscal Year 2027

q. R-251117-333- Resolution approving the FY25 Urban Renewal Report

r. R-251117-334- Resolution approving pay request No. 14 to Ryan Companies for the Bondurant Emergency Services Facility Project in the amount of $1,407,708.22

s. R-251117-335- Resolution approving agreement with HR Green for the Professional Services Agreement for 2nd Street, NE Widening Project Improvements in the amount not to exceed fee of $349,700.00

t. R-251117-336- Resolution approving proposal to upgrade electrical service from Mid-American Energy for the Station Project in the amount of $46,530.61

u. R-251117-337- Resolution Accepting the Deeding Documents Associated with Jorie Way

v. O-251103-227 - (Second Reading) Ordinance rezoning land from the Agricultural (A-1) District to the High Density Residential (R-3) District on property located at GeoParcel 8022.30.200.020

w. - Resolution authorizing internal advance to Tax Increment Revenue
Motion by Driscoll, seconded by Cox, to Approve the Consent Agenda. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

7. **Public Hearing**

a. Public hearing for the 108 Main Street, NE Parking Lot Expansion Project
Mayor Elrod opened the public hearing at 06:12 PM.

Planning & Community Development Director Maggie Murray provided a brief overview of the proposed parking lot expansion project at 108 Main Street NE and summarized the bid results from the November 6, 2025, letting. She noted that staff does not recommend awarding the project to the apparent low bidder due to past performance concerns and instead recommends awarding the contract to the lowest responsive, responsible bidder, Graphite Construction, in the amount of $266,000, with Council discretion to waive a minor bid irregularity.

Mayor Elrod closed the public hearing at 06:14 PM.

8. Action Items

a. O-251117-228 - (First Reading) Ordinance amending Ordinance No. 250902-225, to include the rezoning condition that was inadvertently excluded from the original Ordinance No. 250902-225
Motion by McKenzie, seconded by Cox, to waive the first and second reading, and approve the third and final reading of O-251117-228. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: . Motion carried 5-0.

b. R-251103-321- Resolution rejecting all bids for The Garden Project
Motion by Driscoll, seconded by Sillanpaa, to bring R-251103-321 back from the table. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0. Motion by McKenzie, seconded by Driscoll, to reject R-251103-321. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

c. R-251117-338- Resolution considering award of bid for The Garden project in an amount not to exceed $858,395
Motion by McKenzie, seconded by Driscoll, to Approve R-251117-338. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

d. R-251117-339- Resolution awarding the contract and bond for the 108 Main Street, NE Parking Lot Project to Graphite Construction Group in the amount of $266,000
Motion by Driscoll, seconded by Cox, to Approve R-251117-339. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

e. R-251117-340- Resolution recommending Story Construction Inc. as the Construction Manager-At-Risk (CMAR) for the Bondurant Municipal Water Treatment Plant
Motion by Cox, seconded by Driscoll, to Approve R-251117-340. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

9. Discussion Items -

a. Request from Caring Hands
The City Council received information regarding a request from Caring Hands Outreach Center for financial assistance due to a significant increase in community need. Approximately 500 Bondurant residents are served through the program, and any City contribution would be dedicated to staple food items such as milk and eggs. The Council discussed the request and potential support options.

Mayor Elrod informed the Council that Amazon filed suit challenging its property tax assessment, and the City of Bondurant could experience an estimated annual revenue loss of $500,000–$600,000 per year. City Administrator Marketa Oliver further updated the Council on the overall financial health of the City in light of this development.

10. Reports / Comments and appropriate action thereon:

a. Mayor
None.

b. Council Members
Sillanpaa - Upcoming MAC & Friends of CVT meetings, upcoming P&Z public open house for draft zoning code.
Cox - Upcoming WRA Board meeting, upcoming Chamber Strategic meeting, Library Board update.
Peffer - None.
Driscoll - Coffee & Conversation event, upcoming BRAVO event, upcoming BSC annual meeting.
McKenzie - DART update.

c. Administrator
Industrial Forum on Thursday and the upcoming Greater Des Moines Partnership Annual Dinner.

**A virtual meeting was offered.*

d. Directors

Murray - None.
Kreuder - Department update.
Horton - Department update.
Klinker-Feld - Department update.
Hagan - Department update.
Jess - None.

11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation

Motion by Driscoll, seconded by McKenzie, to Move into Closed Session at 07:06 PM. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

Mayor Elrod closed the Closed Session at 07:34 PM.

12. Adjournment

Motion by Peffer, seconded by Cox, to adjourn at 07:34 PM. Vote on Motion 5-0. Motion carried.

_____
Shelby Hagan, City Clerk

ATTEST:

_____
Doug Elrod, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on November 17, 2025, 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 subject 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.

_____
Doug Elrod, Mayor

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.b.
For Meeting of 12/1/2025
Motion

TITLE: Claims List

CONTACT PERSON:
Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: The claims list contains recent financial records for the City. It includes check registers and payroll summaries detailing payments made to vendors and employees, as well as specific refunds for utility billing accounts. Total payment amounts and fund allocations are summarized for each register.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. Claims List

Check Register

Packet: APPKT02922 - 11/12/25 GCMOA LUNCH AND LEARN

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
0177	GOLDEN CIRCLE MUNIC OFFICERS A	11/12/2025	Regular	0.00	57.00	65125

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	57.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**57.00**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2025	57.00
			57.00

Check Register

Packet: APPKT02923 - 11/19/2025 MANUAL CHECK

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
3024	GREAT PLANES MILLWORK, LLC	11/19/2025	Regular	0.00	3,850.00	65126
2161	JOHN HORTON	11/19/2025	Regular	0.00	3,368.90	65127
0226	IOWA LEAGUE OF CITIES	11/19/2025	Regular	0.00	120.00	65128
2233	JENE JESS	11/19/2025	Regular	0.00	1,489.27	65129
0898	POLK COUNTY EXTENSION OFFICE	11/19/2025	Regular	0.00	90.00	65130
1069	FIRST NATIONAL BANK OMAHA	11/12/2025	Bank Draft	0.00	1,711.02	DFT0004318
0772	FRANCOTYP-POSTALIA INC	11/06/2025	Bank Draft	0.00	500.00	DFT0004319
0144	DES MOINES WATER WORKS	12/01/2025	Bank Draft	0.00	33,191.74	DFT0004320
0144	DES MOINES WATER WORKS	12/01/2025	Bank Draft	0.00	74,280.04	DFT0004321
2433	WEX BANK	11/10/2025	Bank Draft	0.00	4,625.54	DFT0004322
0291	MIDAMERICAN ENERGY	12/03/2025	Bank Draft	0.00	9,277.02	DFT0004323

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	5	5	0.00	8,918.17
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	6	0.00	123,585.36
EFT's	0	0	0.00	0.00
	11	**11**	**0.00**	**132,503.53**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2025	15,754.73
999	POOLED CASH	12/2025	116,748.80
			132,503.53

Check Register

Packet: APPKT02924 - 11/19/25 AUTOMATED PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
1715	A KINGS THRONE LLC	11/19/2025	AP Automation	0.00	240.00	APA001383
2513	ADAM JENSEN	11/19/2025	AP Automation	0.00	800.00	APA001384
2600	AIRGAS USA, LLC	11/19/2025	AP Automation	0.00	92.07	APA001385
2705	AMAZON CAPITAL SERVICES	11/19/2025	AP Automation	0.00	598.06	APA001386
0035	ANKENY SANITATION	11/19/2025	AP Automation	0.00	303.00	APA001387
2687	AT&T MOBILITY	11/19/2025	AP Automation	0.00	618.69	APA001388
1537	BOUND TREE MEDICAL LLC	11/19/2025	AP Automation	0.00	1,002.05	APA001389
0073	BRICK GENTRY P.C.	11/19/2025	AP Automation	0.00	6,580.00	APA001390
0097	CITY OF DES MOINES	11/19/2025	AP Automation	0.00	75,747.30	APA001391
0936	FEH ASSOCIATES, INC.	11/19/2025	AP Automation	0.00	11,868.20	APA001392
2933	FLOWCUS	11/19/2025	AP Automation	0.00	55,080.00	APA001393
2317	FP MAILING SOLUTIONS	11/19/2025	AP Automation	0.00	348.00	APA001394
1525	GANNETT MEDIA CORP	11/19/2025	AP Automation	0.00	1,869.01	APA001395
2931	HENRY ROBERT VEENSTRA JR.	11/19/2025	AP Automation	0.00	15,875.00	APA001396
2765	I & S GROUP, INC.	11/19/2025	AP Automation	0.00	1,035.00	APA001397
0226	IOWA LEAGUE OF CITIES	11/19/2025	AP Automation	0.00	220.00	APA001398
2327	ISU EXTENSION - POLK COUNTY	11/19/2025	AP Automation	0.00	800.00	APA001399
0968	KNOX COMPANY	11/19/2025	AP Automation	0.00	1,298.00	APA001400
2619	KONICA MINOLTA PREMIER FINANCI	11/19/2025	AP Automation	0.00	239.27	APA001401
2619	KONICA MINOLTA PREMIER FINANCI	11/19/2025	AP Automation	0.00	250.32	APA001402
2523	MACQUEEN EQUIPMENT, LLC	11/19/2025	AP Automation	0.00	2,955.33	APA001403
2958	PIGOTT INC	11/19/2025	AP Automation	0.00	12,320.57	APA001404
1504	SHIVE-HATTERY INC	11/19/2025	AP Automation	0.00	75,706.04	APA001405
1751	SWANK MOTION PICTURES INC	11/19/2025	AP Automation	0.00	325.00	APA001406
2886	TERRACON CONSULTANTS, INC	11/19/2025	AP Automation	0.00	3,242.50	APA001407
1813	UNITYPOINT CLINIC-OCCUPATI MED	11/19/2025	AP Automation	0.00	97.50	APA001408
1161	VEENSTRA & KIMM, INC.	11/19/2025	AP Automation	0.00	30,324.20	APA001409
2231	VERIZON WIRELESS	11/19/2025	AP Automation	0.00	1,791.18	APA001410

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
AP Automation	40	28	0.00	301,626.29
	40	**28**	**0.00**	**301,626.29**

	AP Automation	40	28	0.00	301,626.29

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2025	301,626.29
			301,626.29

Payroll Check Register

Checks

Pay Period: 11/3/2025-11/16/2025

Packet: PYPKT00759 - 11/03-11/16/25 PAID ON 11/21/25
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number

***** No Checks Created In This Packet *****

Payroll Check Register
Direct Deposits
Pay Period: 11/3/2025-11/16/2025

Packet: PYPKT00759 - 11/03-11/16/25 PAID ON 11/21/25
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
ADAMS, CASSANDRA	3148	11/21/2025	112.64	107167
ADAMS, CASSANDRA	3148	11/21/2025	112.63	107167
ADKISSON, JENNIFER	3145	11/21/2025	1,153.14	107168
AGANS, PAYTON	1602	11/21/2025	2,511.95	107169
BAAS, JAMIE	4147	11/21/2025	258.33	107170
BAILEY, BOYCE E	7104	11/21/2025	1,335.18	107171
BERGESON, JOHN W	7121	11/21/2025	2,098.72	107172
BRIGGS, ASHTON S	1511	11/21/2025	902.02	107173
CARPENTER, JOHN C	5129	11/21/2025	1,718.11	107174
CLAMAN, CATHERINE JO	3146	11/21/2025	419.21	107175
CLAMAN, CATHERINE JO	3146	11/21/2025	279.47	107175
COLLISON, PATRICK F	5103	11/21/2025	2,378.34	107176
CORY, JOHN P	7120	11/21/2025	1,769.83	107177
CRITTENDEN, MATTHEW	1567	11/21/2025	1,230.72	107178
DE LOS SANTOS, JUAN DAVID	7128	11/21/2025	1,641.15	107179
DENHAM, DARIN	7129	11/21/2025	1,517.22	107180
DENNY, KOLE	1585	11/21/2025	788.84	107181
ELLIOTT, KYLE	1568	11/21/2025	1,338.64	107182
GILSON, DUSTY ALAN	7124	11/21/2025	1,658.77	107183
HAGAN, SHELBY L	5118	11/21/2025	2,884.65	107184
HIGGINS, DAVID P.	7105	11/21/2025	1,767.19	107185
HORTON, JOHN C	7112	11/21/2025	3,867.50	107186
HORTON, JOHN C	7112	11/21/2025	100.00	107186
HUFF, TIMOTHY J	1559	11/21/2025	330.00	107187
HUFF, TIMOTHY J	1559	11/21/2025	1,969.18	107187
ISKE, BLAKE	1600	11/21/2025	525.29	107188
JESS, JENE' N	5123	11/21/2025	3,780.87	107189
JOHNSON, DEVIN	1610	11/21/2025	1,366.81	107190
KING, CHRISTINA M	3143	11/21/2025	710.46	107191
KLINKER-FELD, MICHELL M	3135	11/21/2025	2,755.26	107192
KLUS, KATIE	5134	11/21/2025	1,821.15	107193
KOBER, ANDREW M	1557	11/21/2025	440.66	107194
KREUDER, AARON M	1441	11/21/2025	4,006.61	107195
KRUSE, OSCAR	1586	11/21/2025	1,071.62	107196
LEINEN, DAVID	1608	11/21/2025	576.19	107197
LIPPERT, COLTON J	1605	11/21/2025	857.69	107198
LUING, TIFFANY A	5133	11/21/2025	2,134.60	107199
LUNDQUIST, BRADLEY D	1555	11/21/2025	1,060.49	107200
MARSHMAN, CRAIG A	5125	11/21/2025	2,144.56	107201
MASON, KYLE	1598	11/21/2025	1,031.21	107202
MATTSON, ELAINE	5135	11/21/2025	1,460.50	107203
MERRILL, SARAH J	1590	11/21/2025	2,623.05	107204
MEYERES, KYLEIGH	1601	11/21/2025	611.68	107205
MILLER, BRODY E	1582	11/21/2025	2,032.11	107206
MURRAY, MARGARET	5126	11/21/2025	3,488.44	107207
OLIVER, MARKETA S	8403	11/21/2025	4,195.24	107208
OLIVER, MARKETA S	8403	11/21/2025	300.00	107208
PEZLEY, ISAAC J	5132	11/21/2025	2,426.20	107209
RAUTERBERG, ANTHONY	1599	11/21/2025	2,954.83	107210
RETZLAFF, ADAM M	1609	11/21/2025	2,820.09	107211
REYNOLDS, RAY A	1537	11/21/2025	726.39	107212

Packet: PYPKT00759 - 11/03-11/16/25 PAID ON 11/21/25
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
RICCIO, ANTHONY F	1583	11/21/2025	833.31	107213
SCHINCKE, MEGAN	3137	11/21/2025	1,623.03	107214
SCHINCKE, MEGAN	3137	11/21/2025	100.00	107214
SEXTON, WILLIAM M	7125	11/21/2025	250.00	107215
SEXTON, WILLIAM M	7125	11/21/2025	1,192.39	107215
SIEVE, BENJAMIN JOSHUA	1606	11/21/2025	2,467.97	107216
SIMONI, ANDREW	1604	11/21/2025	300.00	107217
SIMONI, ANDREW	1604	11/21/2025	2,209.33	107217
SOCKNESS TEEPLE, MEGAN E	3147	11/21/2025	2,127.75	107218
SOCKNESS TEEPLE, MEGAN E	3147	11/21/2025	250.00	107218
SPOERRY, DANIELLE M	1527	11/21/2025	1,630.63	107219
SUHR, CARLENE E.F.	3144	11/21/2025	1,532.57	107220
SUMMERS, AANNA N	1575	11/21/2025	2,587.69	107221
SUMMERS, ALAN C	1534	11/21/2025	1,299.54	107222
WELTHA, CLAYTON	1566	11/21/2025	873.92	107223

Payroll Check Register
Report Summary

Pay Period: 11/3/2025-11/16/2025

Packet: PYPKT00759 - 11/03-11/16/25 PAID ON 11/21/25
Payroll Set: CITY OF BONDURANT, IA - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	66	101,343.56
Total	**66**	**101,343.56**

Tax Abatement Applications
December 1, 2025
City of Bondurant

Name	Address	Closing Date	Cost
Parker Davidson	515 3rd Street, NW	3/7/2025	$275,000
Bondurant Commercial, LLC	400 Commerce Parkway, SW	9/22/2020	$2,282,113

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.d.
For Meeting of 12/1/2025
Motion

TITLE: Receive & File - Library Board Meeting Minutes of October 1, 2025, & Director's Report

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. October 1, 2025, Library Board Meeting Minutes
2. Director's Report

Meeting Minutes
Bondurant Community Library │ Library Board of Trustees
Wednesday, October 1, 2025

Call to order: Meeting called to order at 6:03 PM by President Bryant.

1. **Roll Call:** *Members Present:* Josh Bryant, Amber Flinn, Jen Keeler, Travis Applegate and Library Assistant Director Megan Sockness Teeple
   Guests: Tara Cox, City Council Liason (virtual) & Marketa Oliver, City Administrator

2. **Perfecting and Approving the Agenda:** Motion to approve the updated agenda by Flinn, seconded by Keeler. Motion carried.

3. **Approval of Consent Agenda:**
   a. Minutes of past meeting – September 2025
   b. Financial Report
   c. Approve Warrant list / authorize expenditures
   d. Staff Report – September 2025
   e. Director's Report – September 2025
   f. Statistics – September 2025

4. **Public Comments:** No report.

5. **Library Foundation Update:** Library Foundation is purchasing new pizza cutters for the New Mover Bags. They will also be attending the Bondu Spooktacular on October 29 and will be handing out trinkets and candy.

6. **Friends of the Library Update:** Friends of the Library book sale is scheduled for November 14 & 15. They are looking for volunteers. Interested people can sign up through the Friends Facebook page.

7. **City Council Liaison Report**:
   a. City of Bondurant was awarded a $749,000 grant from the Iowa Economic Development Authority for the Silo Commons Project. They also received a $21,850 USDA Grant and a $10,000 Grant from MWA.
   b. Tara recognized Shelby Hagen for receiving the Rhonda Wood Smith Award from the Iowa League of Cities.
   c. The Bondu Spooktacular is on October 29. Tara encouraged everyone to attend.

8. **Old Business:** No report.

9. **New Business:**

   a) **Review /Approve Homebound Delivery Policy.** Reviewed policy. Motion to approve by Kramer, seconded by Keeler.
   b) **Review/Approve Volunteer Policy.** Motion to approve with edits by Keeler, seconded by Flinn. Motion carried.
   c) **Review/Approve Patron Behavior Policy.** Motion to approve by Flinn, seconded by Kramer. Motion carried.

10. **Board President Items:** No report.

11. **Adjournment:** Motion to adjourn by Keeler, seconded by Kramer. Motion carried. Meeting adjourned at 6:15pm.

Next Meeting: November 5, at 6 PM.

Library Director Report to City Council for October 2025

Michell

- October 1-3: Attended the Iowa Library Association Conference
- October 1: Attended the Iowa Small Library Association Meeting
- October 13: attended the MiFiber Ribbon Cutting Event
- October 20: Attended City Council Meeting
- October 7, 14, 21: Attended city Staff Meeting
- October 22: Attended the Polk County Library Association Advocacy Training
- October 29: Hosted a library booth at Business Safe Trick or Treat

Megan T.

- October 9: Attended the Metro Middle Managers Meet-Up
- October 10: Attended Amazon Solutions Webinar
- October 14: Toxic Talk: Identifying Harmful Workplace Communication Styles that are Destroying Morale and Trust
- October 28: ILA Exhibitor Committee Meeting
- October 29: Hosted a library booth at Business Safe Trick or Treat

Megan S.

- October 8: Attended PopYS iReads Preview
- October 10: Attended School Library Journal Day of Dialog Webinar
- October 16: Attended KidsLib
- October 28: Check It Out

Carly

- October 1, 15, 29: Attended Talking Teen Services 3-part Webinar Series
- October 14: Attended Unmasking Imposter Syndrome Webinar
- October 16: Attended KidsLib
- October 23: Attended Language and Bilingual Titles for Young Readers Webinar

Jeni

- Attended From Bean to Bonbon: Crafting Meaningful Adult Programs at the Library Webinar
- October 15: Attended AdLib Meetings

Events in October

- *Early Literacy Programs*
    - 14 story times
    - 4 baby story times
    - Messy Munchkins

Library Director Report to City Council for October 2025

    - Saturday Stories
- *Recurring Children's Programs (3rd-5th Grade):*
    - Reading Dragons
    - Pokemon Club
    - Curious & Creative Kids Club
- *Early Out Monday Programs*
    - After-School Drip Dye Fall Leaves
    - After-School Open Play
    - After-School BINGO
    - After-School Movie & Popcorn
- *Recurring Teen Programs (6th grade and up)*
    - Anime Club
    - In the Middle Book Club
    - Teen Café
    - Teens Only Sunday Funday
- *All Ages Programs*
    - Create a Creature Scavenger Hunt
    - Bookmark Contest
    - Family BINGO
- *Adult Programs*
    - 9 Fit for Life
    - Adult Craft Night: Cheesecloth Ghosts
    - Book Discussion for Adults: The Wager
    - Iowa's Prohibition & Bootlegging Legacy
    - Coffee Social
    - Haunted Iowa
    - Bad Art Night
    - Adult Crafternoon: Cheesecloth Ghosts
- *Outreach*
    - Courtyard Estates
    - 1 Story Time at Bloom
    - 2 Story Times at Generation Next
    - 2 Story Times with the Church Pre-K

Library Director Report to City Council for October 2025

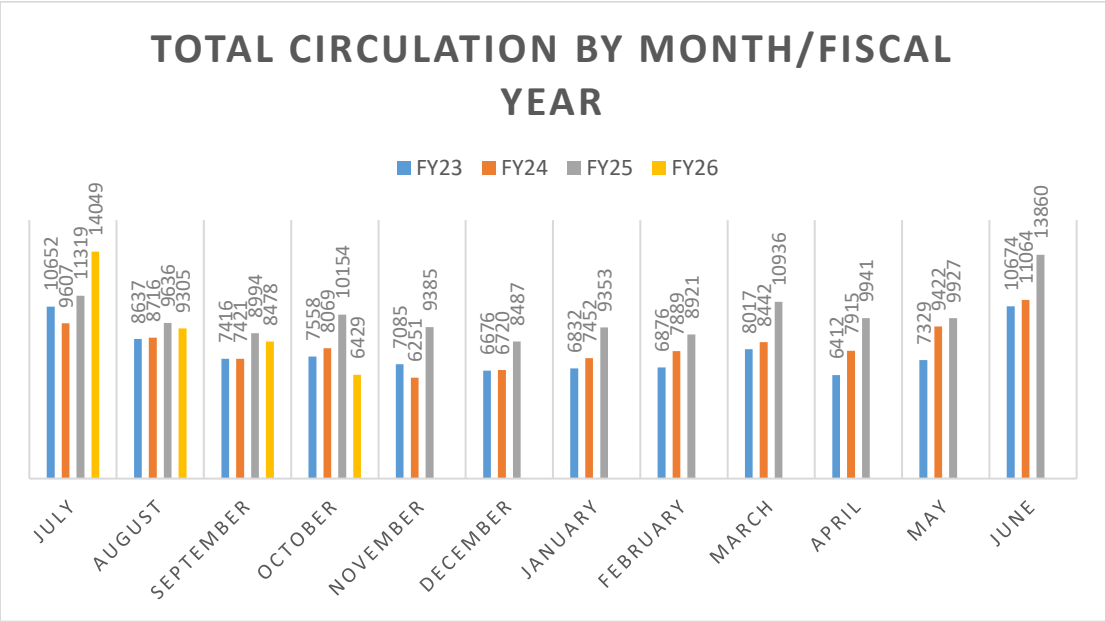
Public Comments

Patron entering library: “I’m glad to see the Banned Books Week display. Thank you for that.”

“I think the Library is the most under-utilized resource. I tell people that all the time. People just don’t know all of the stuff the Library does. Like, I want *all* of my tax dollars to go here!”

“You are the only library I’ve seen that has a story time option on a Friday. We really appreciate that and plan to make a regular appearance!”

“Back in my day, libraries didn’t feel like *this*. It’s nice to see things feeling alive. I was warned early-out after school was a tricky time to come, but it’s nice to see all of these kids.”



Library Director Report to City Council for October 2025

PROGRAM ATTENDANCE

Age group	Number of programs	Number attending
Ages 0-5	27	562
Ages 6-11	8	248
Teens	4	67
Adults	16	173
General Interest	3	185

OTHER STATISTICS:

DOOR COUNT: 5638

Same month, previous year: **5049**

CIRCULATION:

Overdrive (e-books, e-audiobooks, & magazines)	1,165
Hoopla	352
Physical Materials	6,429
Total	**7,946**

Same month, previous year: **9,733**

HOTSPOT CIRCULATION: 103

NOTARY SERVICE: 14

TABLET STATION USE: 31

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.e.
For Meeting of 12/1/2025
Resolution

TITLE: - Resolution appointing Michael Mackin and Penny Moberly to the Parks and Recreation Board effective January 1, 2026, with terms expiring December 31, 2027

CONTACT PERSON:
Katie Klus, Communication & Events Coordinator

BRIEF HISTORY & ANALYSIS:

The Parks & Recreation Board consists of seven members appointed by the City Council to staggered three-year terms. Members serve without compensation aside from City Council–approved expense reimbursement. Two vacancies currently exist on the Board:

- A vacancy created by the departure of **Tessa Simpson**, whose term expires **December 31, 2027**.
- A vacancy created by the departure of **Dennis Lyman**, whose term also expires **December 31, 2027**.

To ensure continued representation and functionality of the Board, the City Council is being asked to appoint individuals to complete these unexpired terms.

Resolution No. 251201-341 appoints:

- **Michael Mackin** to complete the unexpired term of **Tessa Simpson**, ending **December 31, 2027**.
- **Penny Moberly** to complete the unexpired term of **Dennis Lyman**, ending **December 31, 2027**.

The appointments would be effective January 1, 2026.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251201-341

CITY OF BONDURANT
RESOLUTION NO. 251201-341

A RESOLUTION APPOINTING MICHAEL MACKIN AND PENNY MOBERLY TO THE PARKS AND RECREATION BOARD TO COMPLETE UNEXPIRED TERMS

WHEREAS the Parks and Recreation Board consists of seven (7) members, appointed by the City Council for overlapping terms of three (3) years; and

WHEREAS all members of the Board serve without compensation, except reimbursement of actual expenses approved by the City Council; and

WHEREAS a vacancy has occurred on the Parks and Recreation Board due to the departure of Tessa Simpson, whose term expires December 31, 2027; and

WHEREAS the City Council desires to appoint Michael Mackin to serve the remainder of Tessa Simpson's unexpired term, ending December 31, 2027; and

WHEREAS a vacancy has also occurred on the Parks and Recreation Board due to the departure of Dennis Lyman, whose term expires December 31, 2027; and

WHEREAS the City Council further desires to appoint Penny Moberly to serve the remainder of Dennis Lyman's unexpired term, ending December 31, 2027;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA:
The City Council hereby appoints Michael Mackin to complete the unexpired term of Tessa Simpson, expiring December 31, 2027, and appoints Penny Moberly to complete the unexpired term of Dennis Lyman, expiring December 31, 2027.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 1st day of December 2025.

By: _____
Doug Elrod, Mayor

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

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

_____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

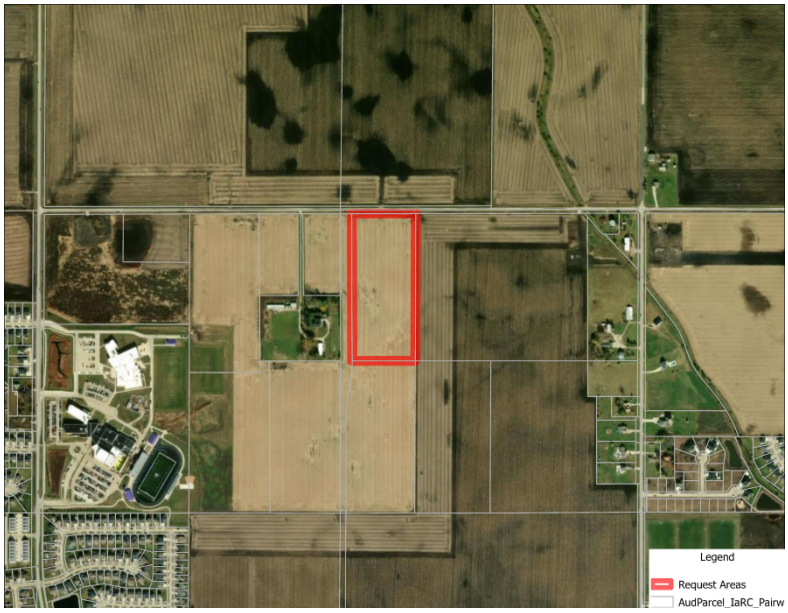
Item No. 5.f.
For Meeting of 12/1/2025
Ordinance

TITLE: - (Third Reading) Ordinance rezoning land from the Agricultural (A-1) District to the High Density Residential (R-3) District on property located at GeoParcel 8022.30.200.020

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: This is the second oridnance reading. The first ordinance reading was approved by the Bondurant City Council on November 3, 2025.

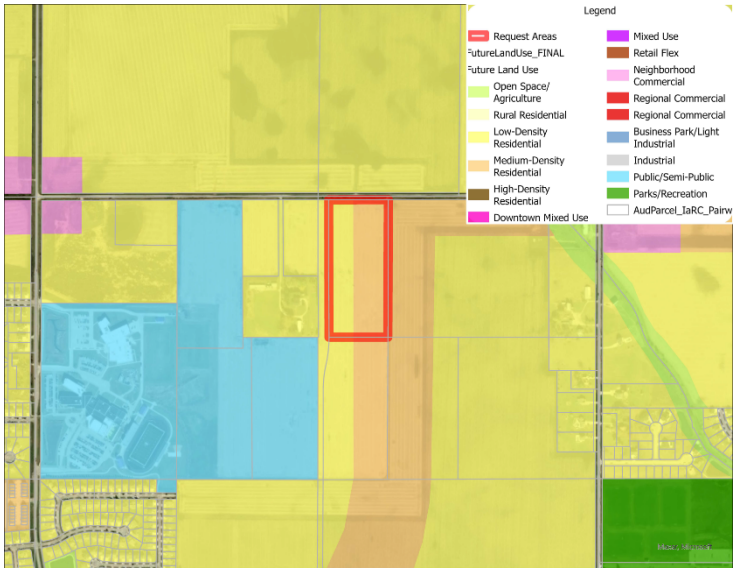
Paramount Land Company has submitted a rezoning request for Parcel 8022.30.200.020, located east of the future Truman Drive NE and south of 16th Street NE. The rezoning request proposes to change the zoning from A-1 Agricultural to R-3 High Density Residential. The request area is highlighted below.



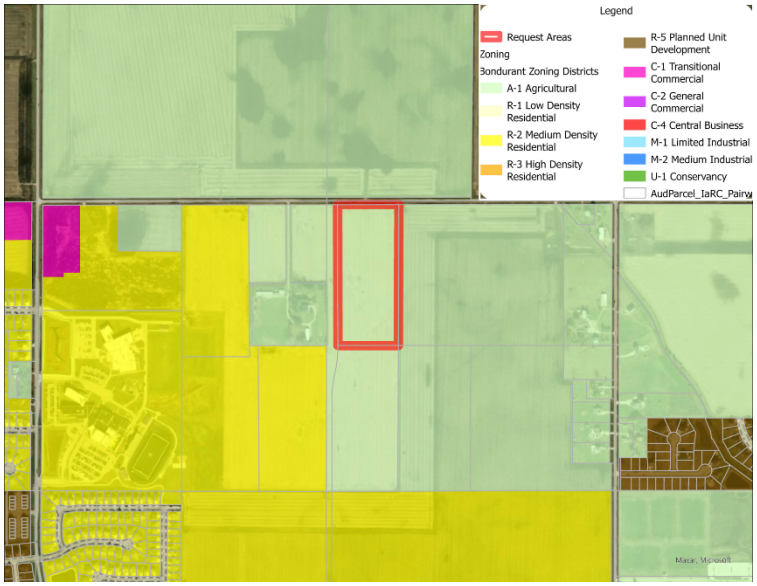
When considering rezoning requests, the Planning & Zoning Commission and City

Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and Comments from City Officials and Private Utilities.

Comprehensive Plan/Future Land Use Map – Paramount Land Company has requested an amendment to the 2022 Future Land Use Map. The amendment would change the request area from Low- and Medium-Density Residential to High-Density Residential. The request area is outlined below on the 2022 Future Land Use Map.



Zoning – Parcel 8022.30.200.020 is currently zoned as A-1 Agricultural. Paramount Land Company is requesting to rezone the property to R-3 High Density Residential. There is R-2 Medium Density Residential Districts located to the south and west of the subject property. A-1 Agricultural Districts are located to the north and east of the subject property. In August, the Planning and Zoning Commission voted to recommend approval of a rezoning request for the property directly south of the subject property. This rezoning was approved by the City Council and rezoned the property from A-1 Agricultural to R-3 High Density Residential. The zoning map has not yet reflected this recent rezoning.



Parkland Dedication – Parkland dedication is required for residential developments and will be addressed when a preliminary plat is submitted for review.

Streets – The property will be accessible from Truman Drive NE. All internal streets will be reviewed when a preliminary plat is submitted for review.

Pedestrian Connections – Will be addressed during the platting process.

Utilities – All utilities will be addressed during the platting process.

FEMA Floodplain – this development is not located in the FEMA Floodplain area.

Stream Buffer Ordinance - this development is not subject to the City's Stream Buffer Ordinance.

Comments from City Officials and Utilities -

- City Engineering – No comments received at this time.
- Public Works – No comments received at this time.
- Emergency Services – No comments received at this time.

The Planning and Zoning Commission voted 7-0 to recommend approving the rezoning request for GeoParcel 8022.30.200.020 from the Agricultural (A-1) District to the High Density Residential (R-3) District at their October 7, 2025, meeting.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve second reading of ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 251103-227

CITY OF BONDURANT
ORDINANCE NO. 251103-227

ORDINANCE REGARDING APPROVAL OF THE REQUEST FOR REZONING FROM THE AGRICULTURAL (A-1) DISTRICT TO THE HIGH DENSITY RESIDENTIAL (R-3) DISTRICT ON PROPERTY LOCATED AT GEOPARCEL 8022.30.200.020

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

Section 1. **PURPOSE.** The purpose of this ordinance is to rezone GeoParcel 8022.30.200.020 from the Agricultural (A-1) District to the High Density Residential (R-3) District, on property further described as follows:

-EX BEG N ¼ COR SEC 30 THN E 100F S 745.89F S 570.04F SWLY ALNG CRV 257.58F SWLY ALNG CRV 227.90F S 847.55F W 50F N 1328.84F E 4.28F N TO NE COR PARC B BK 7203 PG 306 W .57F N 745.75F TO POB- W ½ NW ¼ NE ¼ LESS RD SEC 30-80-22.

AND;

Section 2. **FINDINGS**. The City Council of the City of Bondurant, hereby makes the following findings:

1. That the Planning & Zoning Commission held a public hearing on October 7, 2025, and voted on recommended approval.
2. That the zoning change will create consistency between the City's Future Land Use Map and Official Zoning Map
3. That the zoning change will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.
4. That the public notice of this intended change has been published as required by law.

Section 3. **HEREBY AMENDED**. The property above described, is hereby rezoned to the High-Density Residential (R-3) District.

Section 4. **CONDITION(S) OF APPROVAL**. The rezoning approval for the property described in Section 1 is subject to the following condition:

1. Development in this area shall be limited to single-family or bi-attached homes with basements.

Section 5. **REPEALER**. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6. **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 7. **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 of the City of Bondurant, Iowa this ___ day of _____, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

_____
DOUG ELROD, MAYOR

ATTEST:

_____
SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: November 3, 2025
SECOND CONSIDERATION: November 17, 2025
THIRD CONSIDERATION:

CLERK’S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No., was published as required by law on the .

_____

Shelby Hagan
City Clerk

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.g.
For Meeting of 12/1/2025
Resolution

TITLE: - Resolution approving and authorizing execution and delivery of Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (WRA), consenting to the issuance of Bonds by the Board of the WRA for the purpose of constructing Improvements under the terms of said Agreement, and related matters

CONTACT PERSON:
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS:

The City of Bondurant is a member of the Des Moines Metropolitan Wastewater Reclamation Authority, a regional utility that provides wastewater conveyance and treatment services to 18 member communities. The current WRA agreement, last amended in 2014, requires a comprehensive update to modernize governance, financial structures, long-range planning, and capital program commitments.

The WRA has completed a multi-year organizational assessment and agreement review process (2021–2025), which included legal, financial, and municipal advisors and representation from WRA member communities. This process resulted in the proposed **Third Amended and Restated Agreement**, which will replace the Second Amended Agreement upon approval by all member jurisdictions.

Summary of Key Changes in the Third Amended Agreement:
As summarized in the WRA's informational document and detailed in the full agreement:

- **Capital Program Update** – Incorporates the long-range capital plan through the 2040s, totaling approximately **$1.21 billion** in planned improvements to treatment facilities, conveyance systems, and special projects. The agreement also raises the WRA's overall outstanding debt limit from **$675 million to $975 million**.

- **Governance Modifications** – Updates board representation to one representative per **65,000** population (maximum of 3 per entity), intended to

provide a more balanced structure. Weighted voting transitions from population-based to **flow-based**, aligning voting power more directly with system use. The Finance Committee becomes a standing committee with one representative per member entity.

- **Associate Community Category** – Establishes a new membership category for communities with sanitary districts inside their boundaries but not operating their own sanitary systems. Associate members (e.g., Warren County) may participate with ex-officio, non-voting status and without financial obligations.

- **Strengthening the WRA Director Role** – Clarifies the independence of the WRA Director from the Operating Contractor (City of Des Moines), establishes a conflict resolution process, and authorizes the creation of a Deputy Director position.

- **Financial and Operational Procedures** – Updates language to reflect current practices; defines core, expansion, and special project categories; clarifies cost allocation procedures; and revises the reversion system to a flow-weighted model beginning July 1, 2038.

- **Planning & Coordination Enhancements** – Expands long-range planning requirements, including infrastructure coordination and updated criteria for improvements, consistent with the WRA Facility Plan updates and Long-Range Plan requirements in Article X-A.

Impact on the City of Bondurant:
Bondurant will continue as a **Participating Community** under the definitions carried forward (Article I, Section rr), maintaining its voting rights, cost responsibilities, and flow-based allocations under the WRA system. The updated governance structure does not reduce Bondurant's representation (Bondurant remains entitled to one representative based on population).

Bondurant will share in the costs of **Core Improvements** allocated by flow, and **Conveyance Expansion Improvements** for Expansion Communities, consistent with current cost-sharing structures. Updated long-range capital planning provides predictability for future financial obligations.

The Agreement modernization ensures regional compliance with regulatory requirements, supports planned growth, and enhances the WRA's operational stability, benefiting Bondurant's long-term wastewater service needs.

Financial Considerations:
Bondurant's annual WRA budget allocation will continue to be based on flow, consistent with Article IX of the Agreement. Future debt service related to new capital projects will be incorporated into annual budget allocations. No immediate changes in Bondurant's

FY budget are required upon adoption; **however** w**ith the additional debt under consideration, it is likely Bondurant will need to adjust sewer rates, which have not been adjusted since 2016, when they were reduced from $11.92 per 1,000 gallons to $11.67 per 1,000 gallons.**

FUNDING SOURCE: Sewer Utility Rates

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251201-342
2. WRA Agreement Presentation for Communities
3. Third Amended and Restated Agreement
4. 3rd Amended and Restated 28E28F Form Approved by WRA Board on 11-18-2025

CITY OF BONDURANT
RESOLUTION NO. 251201-342

RESOLUTION APPROVING AND AUTHORIZING EXECUTION AND DELIVERY OF THE THIRD AMENDED AND RESTATED AGREEMENT FOR THE DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY (WRA), CONSENTING TO THE ISSUANCE OF BONDS BY THE BOARD OF THE WRA FOR THE PURPOSE OF CONSTRUCTING IMPROVEMENTS UNDER THE TERMS OF SAID AGREEMENT, AND RELATED MATTERS

WHEREAS, the Cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Des Moines, Grimes, Johnston, Norwalk, Pleasant Hill, Polk City, Waukee and West Des Moines, and Polk County, Warren County, the Urbandale Sanitary Sewer District, the Urbandale-Windsor Heights Sanitary District and the Greenfield Plaza/Hills of Coventry Sanitary District (together, the "Participating Communities") are parties to the Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority (“WRA”), filed with the Secretary of State on June 11, 2014, as amended by the Grimes Supplemental Participation Agreement, effective July 1, 2022, as filed with the Iowa Secretary of State pursuant to Chapter 28E and Chapter 28F of the Iowa Code as agreement M512584 (the “Second Amended and Restated WRA Agreement, as Amended”); and

WHEREAS the WRA is a 28E/28F entity established and operating under the Second Amended and Restated WRA Agreement, as Amended, with the City of Des Moines serving as its Operating Contractor under the Initial Operating Contract established thereunder; and

WHEREAS the WRA Board established an Organizational Assessment Committee for purposes of developing proposed amendments to the Second Amended and Restated WRA Agreement, as Amended, and proposed amendments to the Initial Operating Contract; and

WHEREAS the Organization Assessment Committee, with the assistance of counsel retained by the WRA, and in consultation with the City of Des Moines, as Operating Contractor, have prepared a Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority under Chapter 28E and Chapter 28F, Iowa Code (the “Third Amended and Restated WRA Agreement” or “Agreement”), as well as an Amended and Restated Operating Contract that extends and modifies the Initial Operating Contract currently in effect (the “Amended and Restated Operating Contract”); and

WHEREAS on October 21, 2025, the WRA Board approved the receipt and filing of preliminary draft forms of the Third Amended and Restated WRA Agreement and the Amended and Restated Operating Contract; and

WHEREAS the Third Amended and Restated WRA Agreement and the Amended and Restated Operating Contract are each intended to be contingent upon the adoption of the other, with a first step being WRA Board approval of the form of the proposed Third Amended and Restated WRA Agreement and the submission thereof to the governing bodies of the parties thereto for consideration and approval; and

WHEREAS a proposed final form of the Third Amended and Restated WRA Agreement, a copy of which is attached hereto, was approved by the WRA Board on November 14, 2025 as to form and for submission to the Participating Communities and the Associate Community named therein for their review and approval; and

WHEREAS this governing body has reviewed the Third Amended and Restated WRA Agreement, and has determined the approval of the same is in the best interests of the City of Bondurant and the residents thereof, and that the governing body should evidence its consent to the issuance of Bonds as provided in the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE City of Bondurant, IOWA:

Section 1. Definitions. All capitalized terms used in this resolution shall have the meanings given to them in the Agreement.

Section 2. Approval of Agreement. The form and content of the Agreement, in substantially the form attached hereto subject to such clerical edits or corrections as may be necessary to complete the same, is in all respects authorized, confirmed and approved. The Mayor and City Clerk are hereby authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City of Bondurant, and that from and after the execution and delivery of the Agreement, the foregoing officials are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement, including any such certificates or documents as may be necessary or desirable in order to further evidence the authorization of the City of Bondurant with respect to the approval of the Agreement, and issuance of any Bonds or Refunding Bonds as provided in the Agreement.

Section 3. Consent to Issuance of Bonds. The City of Bondurant hereby consents to and authorizes the WRA Board, pursuant to Section 28F.3 of the Code of Iowa, as amended (the "Code"), to issue Bonds as and to the extent described in Article XIII of the Agreement, for the purposes of acquiring and constructing the Improvements contemplated by the Agreement. The City of Bondurant consents to and agrees that such Bonds may be issued and sold by the WRA Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers and for such purposes, by either public or private sale, at fixed or variable rates of interest as shall be prevailing at the time of issuance of the Bonds, but which shall not exceed 15% in any event, with such covenants and terms and in such form and manner as the WRA Board shall determine to be appropriate, in its sole discretion, and in accordance

with the Bond Offering Schedule attached as Exhibit 100 to the Agreement. The City of Bondurant further consents to and authorizes the WRA Board to adjust the principal amount or time of offering of any of the Bonds from the amounts and times set forth in said Exhibit 100 at the time of the sale and issuance of any series of the Bonds in order to respond to changes in the costs, schedule or sequence of construction of the Improvements contemplated by the Agreement, or to market conditions then prevailing, or to otherwise complete the sale on terms deemed advantageous by the WRA Board under the circumstances then and there existing, so long as such modified terms are approved by the WRA Board at the time of sale of the Bonds. Notwithstanding the foregoing grant of discretion to the WRA Board, all Bonds authorized and issued by the Board under the Agreement shall be scheduled to mature so that the aggregate principal amount of all Bonds outstanding on June 30 of each year during the term of the Agreement does not exceed $975,000,000.

Section 4. Consent to Issuance of Refunding Bonds. In addition to the Bonds authorized in Section 3 hereof, the City of Bondurant hereby consents to and authorizes the WRA Board, pursuant to Section 28F.10 of the Code, to issue Refunding Bonds for the purpose of refunding or refinancing any of the Bonds during the term of the Agreement. Such Refunding Bonds may be issued and sold by the WRA Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers by either public or private sale, at such rates of interest as shall be prevailing at the time of issuance of the Refunding Bonds, but which shall not exceed 15% in any event, with such covenants and terms and for the purpose of refunding or refinancing such series of Bonds as the WRA Board shall determine to be appropriate.

Section 5. Not General Obligations. The principal of and interest on all Bonds and Refunding Bonds issued under the Agreement shall be payable solely from and secured by the Pledged Revenues of the WRA System facilities (as defined in the Agreement) and from other funds of the WRA lawfully available therefore as provided in Section 28F.5 of the Code, or other applicable provisions of law, and the Bonds and Refunding Bonds shall not in any respect be general obligations of the City of Bondurant.

Section 6. Allocations of Debt Service. Following the issuance of the Bonds and Refunding Bonds and for so long as any of the Bonds and Refunding Bonds remain outstanding, the Debt Service thereon shall be allocated to the Participating Communities in accordance with Articles IX, XI and XII of the Agreement, and the City of Bondurant agrees to pay its allocated share of such Debt Service to the WRA at the times set forth in the Agreement.

Section 7. Restriction on Withdrawal. The City of Bondurant further agrees that it may not withdraw or in any way terminate, amend or modify in any way its obligations under the Agreement to the detriment of the holders of the Bonds and Refunding Bonds while any of the Bonds and Refunding Bonds are outstanding and unpaid, and the provisions of Section 28F.3 of the Code with respect thereto are hereby approved and accepted.

Section 8. Certification. A certified copy of this resolution and the executed signature page to the Agreement shall be promptly provided to the Secretary of the WRA for recording and filing as contemplated in the Agreement and Iowa Code.

Passed this 1st day of December 2025,

_____

Doug Elrod, Mayor

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

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

_____

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Third Amended and Restated Agreement

An Overview

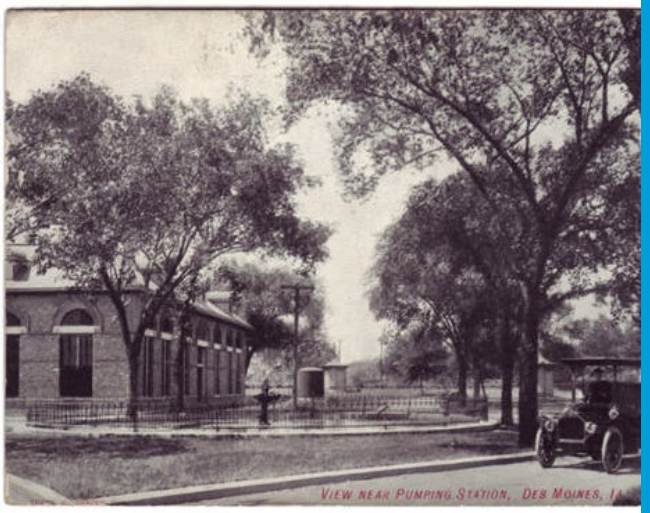
DMMWRA.org

DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY

A Brief History of the WRA

Early 1920s

Regional wastewater conveyance and treatment begins in Greater Des Moines area



1960s-1970s

Regional cooperation expands, with Iowa DNR-mandated regional planning starting in 1974

1979

The Des Moines Integrated Community Area (ICA) in created. This management agency would eventually grow to become the WRA

2004-Present

The current iteration of the WRA was created in 2004, and has served the Metro as the largest wastewater treatment facility ever since.

Operation of the WRA

First Agreement (2004)

- **14 original members + 4 added since 2004:**
  - **Cumming, Waukee, Polk City** and **Grimes** all paid a "surcharge" to join
- **Separate entity**
- **Governed by WRA Management Agency Board**
- **WRA owns treatment facility (WRF) and core conveyance system**
  - Members govern/own local sewer systems and rate setting
- **WRA finances projects – revenue debt/SRF debt**
  - NO property taxes
  - The WRA debt is allocated to Participating Communities in accordance with the 28E/28F Agreements

WRA First Agreement
(2004-2014)

Capital Projects and Costs

- Funded by revenue bonds
- Debt limit set in first agreement: $475M
- Debt service was allocated to members by flow, with three project categories:
  - Core* — to all members by flow

    *Treatment plant & backbone conveyance network
  - Expansion — to *expansion* communities by flow
  - Southwest Diversion — Blend of Core and Expansion

DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY

WRA First Agreement

(2004-2014)

Additional Details

Community Cost Allocation

- The average of three years of flow is used to determine a percentage
  - Operating and administrative costs
  - Debt service on **Core** improvements
    - *Debt service on legacy **Expansion** and **Southwest Diversion** projects has not changed*

Operating Contractor

The **City of Des Moines** provides operation, maintenance, and management services for the WRA and its 100+ employees.

- Initial Operating Contract (2004) expired June 30, 2024, and automatically extended until June 30, 2026
- **WRA Board anticipates approving new Operating Contract with City of Des Moines with expiration date of June 30, 2038**

DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY

Current Agreement

The WRA's Second Amended and Restated Agreement was completed in 2014.

- Updated list of Capital Projects and Financing Sources
- With a few identified exceptions future capital projects designated as core projects with debt service paid on the basis of 3 years average flow
- Debt limit changed from cap of $475M "issued" to $675M "outstanding" at any time
- Addressed several relatively minor administrative, finance and governance related issues

WRA: A Success Story

An excellent example of regional cooperation

$515M in Capital Projects

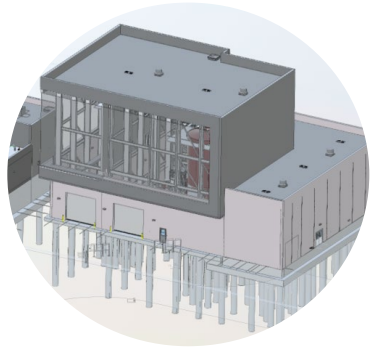
- Several central Des Moines combined sanitary/storm sewers have been separated
- No major violations of IDNR issued permits
- All sanitary sewer capacity needs/requests have been met

Biogas Sales

Plant-generated gas is captured and sold to help offset costs to communities.

The Biogas facility has nearly paid for itself already since operation began in 2020

($18M SRF Loans)



Future Revenues

Final design phase to remove phosphorus during treatment phase which will help system and provide another revenue source

Efficiency

Net Operating Costs (reflecting revenue offsets) have increased about 3.3% per fiscal year

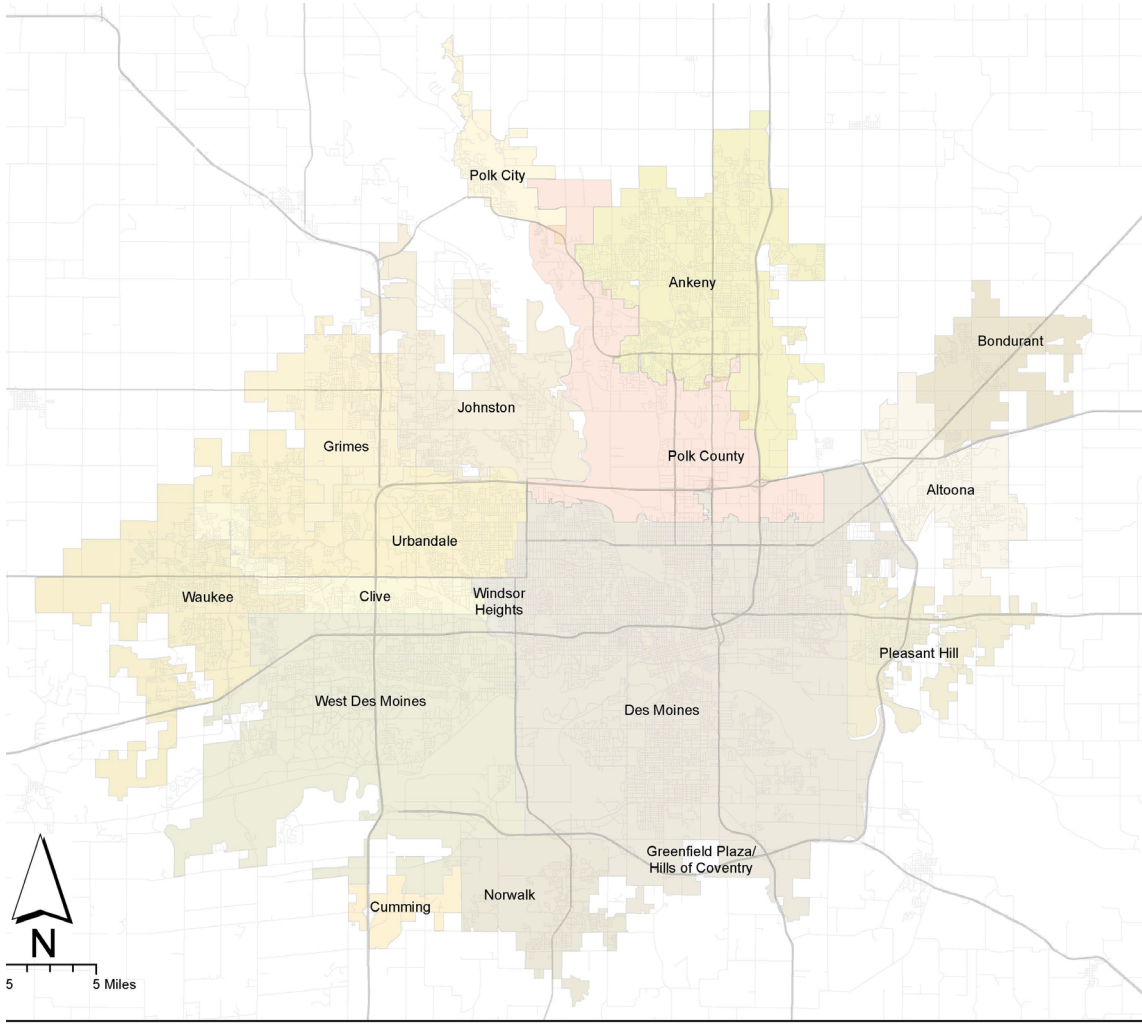
WRA
DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY

WRA: Planning for the Future

WRA Organizational Assessment Committee

(appointed in March 2021)

- Paul Moritz - Ankeny
- Mike McCoy - Clive
- Frank Cownie and Linda Westergaard – Des Moines
- Sara Kurovski – Pleasant Hill
- Chelsea Huisman – Polk City
- E. J. Giovannetti – Polk County **(Co-Chair)**
- Joe Sassatelli – USSD
- Tim Moerman - Waukee
- Tom Hadden – West Des Moines
- Jody Smith – West Des Moines **(Co-Chair)**
- Ex-Officio:
  - Rick Malm – Committee Counsel; Dickinson Bradshaw
  - Eric Boehlert – Bond Counsel; Ahlers & Cooney
  - Matt Stoffel – Municipal Advisor; Public Finance Management (PFM)
- Valuable Assistance:
  - Scott Sanders and Jeff Lester – DSM City Manager and City Attorney
  - Scott Hutchens and James Beck – WRA Staff



WRA Service Area

WRA: Planning for the Future

- Committee was tasked with:
  - Reviewing Second Amended Agreement
  - Make recommendations for Third Agreement
  - Review current Operating Contract
  - Make recommendations for replacement/renewed Operating Contract
- Work began in March 2021
- Early progress on DRAFT of Third Amended and Restated Agreement—progress slowed during negotiations for replacement Operating Contract
- Proposed Operating Contract scheduled for formal consideration at December 2025 WRA Board meeting
  - Proposed Operating Contract reflects expiration date of June 30, 2038, with any extension or renewal subject to Board's discretion
- Operating Contract is contingent on approval of Third Amended and Restated Agreement

WRA: Planning for the Future

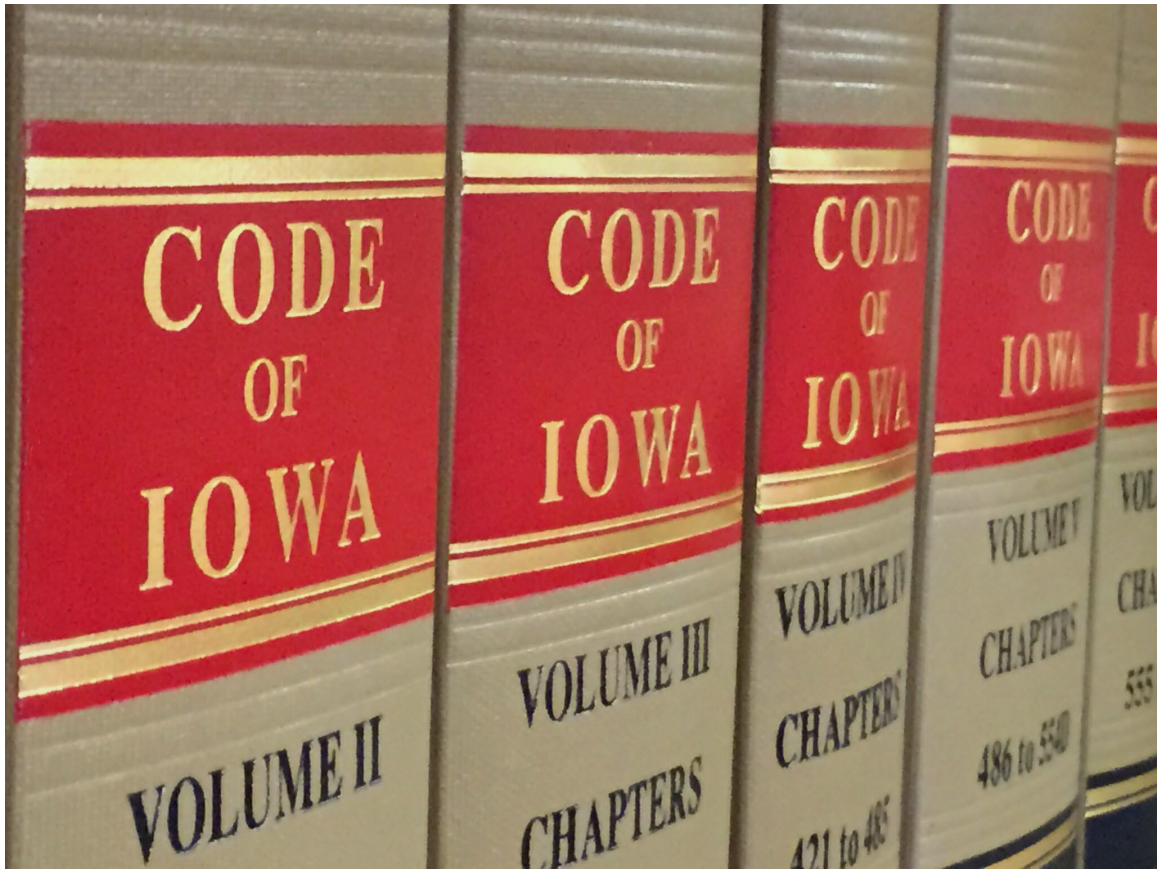
Major Purposes of Third Amendment

- Recognize WRA Board-approved long-range plan of projects for the WRA Treatment and Conveyance Systems reflecting approximately **$1.21B in estimated project costs** and timelines
- To comply with **Iowa Code Chapter 28F,** identify projects and financing options
- Replace current outstanding debt limit of $675M with **new outstanding debt limit of $975M**
  - As of June 30, 2025: outstanding debt was **$469M**
- Update the agreement based on 21 years of experience
  - Strengthen independence of WRA Director
  - Governance and Structural modifications

Changes in Third Agreement

Iowa Code Chapter 28F requires identifying funding sources for Capital Projects

- Extend projects from 2020s to 2040s
- Carry forward 2014 Agreement projects:
  - scheduled for 2025 to 2035
  - 6 projects; $58M (2013 dollars)
- New WRF Treatment Projects (Core funded) through 2040s
  - 27 new projects @ $913M (2024 dollars, some already in progress)
- New WRA Conveyance Projects (Core, Expansion, and Special funded) through 2040s
  - 19 new projects @ $200M (2024 dollars, some already in progress)
- New “Special” funded category for several Conveyance projects through 2030s
  - 5 new projects @ $38M (2024 dollars)



Changes in Third Agreement

Updates the Debt Limit

- **Current**: **$675M limit** on outstanding debt
- **Proposed**: **$975M limit** on outstanding debt
- Debt outstanding on June 30, 2025, was **$469M**
- Cross-Check/Review Process
  - Public Finance Management (Matt Stoffel) has modeled debt issuance, for current and proposed projects, and he has shared multi-year forecasts with WRA Finance Committee/WRA Board and finance officials/administrators for nearly all WRA Members
  - **WRA Finance Committee** has reviewed the financial modeling and **has endorsed** the new outstanding debt limit of **$975M**

Changes in Third Agreement

Governance

- Current agreement allows Members to designate a WRA Board Member (and Alternate) for 25,000 population
  - Could be a 32-member Board
  - "Informal agreements" Current WRA Board = 21 voting members
    - *Des Moines, Ankeny, West Des Moines Urbandale Sewer District and Waukee all could appoint additional Board members*
- Third Amendment would allow Members to designate a WRA Board Member (and Alternate) for 65,000 population – with limit of three per Member
  - Preserves current "informal" agreement status

Changes in Third Agreement

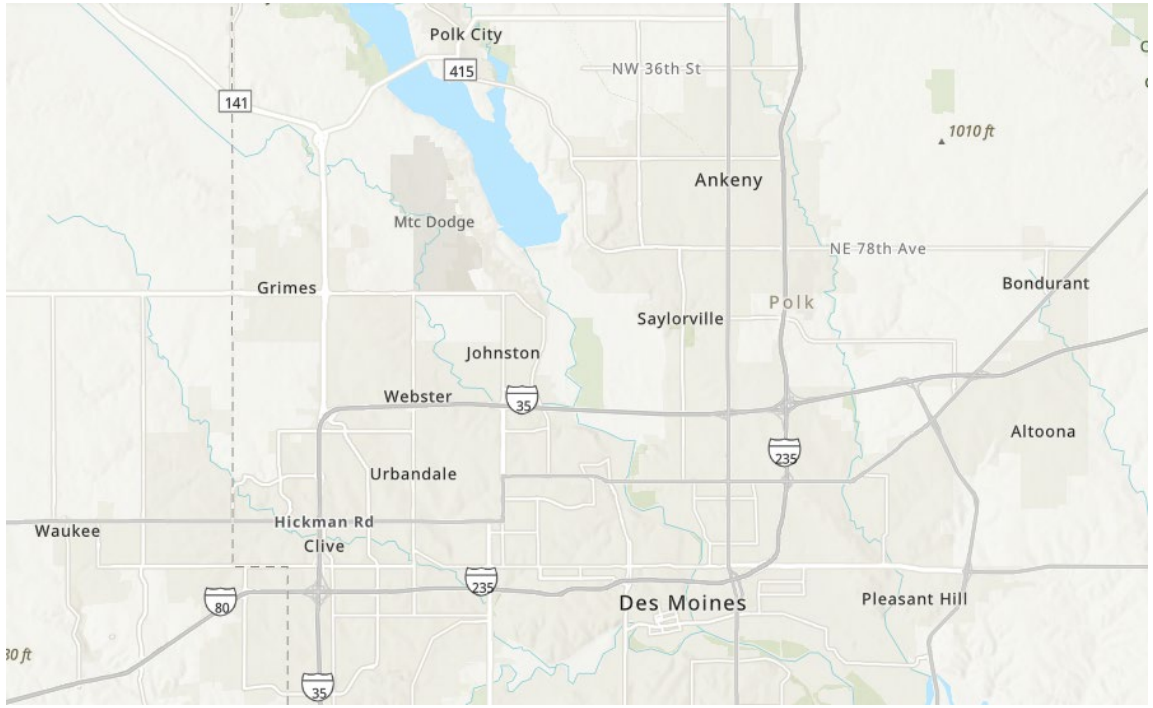
Governance (continued)

- Weighted Voting
  - Current Agreement allows weighted voting, based on population, on nearly every item before the Board
  - Third Amendment allows weighted voting, based on flow, with short listing of items (primarily ministerial actions) where weighted voting would not be allowed
- Finance Committee
  - Under the Original and Second Agreements the WRA Board has designated a Finance Committee with committee members being appointed by WRA Board
  - Third Amendment reflects Finance Committee as an additional "Standing Committee" with each Member entity tasked with appointing a Committee Member and Alternate

Changes in Third Agreement

WRA Membership

- Current agreement only partially differentiates members
  - Example: Warren County is a Member but does not "operate" a sanitary sewer system
- Third Amendment creates new "Associate Community" category
  - Warren County has advised intent to switch to new member category
    - *Provided all materials, Ex-Officio voting, no financial contribution*
  - Other cities and/or counties could join this category



Changes in Third Agreement

WRA Director

- Status of WRA Director redefined and strengthened
  - WRA Board wants and needs unfettered advice and recommendations from WRA Director
  - With City of Des Moines serving as Operating Contractor the WRA Director, being a City of Des Moines employee, could find himself/herself in conflicting situations
    - Recognizes possibility and a “conflict resolution” process identified
- *A possible **WRA Deputy Director** position is authorized*

Changes in Third Agreement

Additional Changes

- Long-range planning (beyond Facility Planning)
- Enhanced provisions for Community/WRA coordination on Improvements
- Clarifications for WRA operations and cost allocations added
- Changes to reversion system -- including future transition to a flow-weighted based reversionary formula
- Coordinated with new and extended Operating Contract

Changes in Third Agreement

Housekeeping

- Preserves basic financial structure and budget process, with potential for governance by policy adoption and Board action
- Conforms language to existing budget, financial, and operational practices -- eases several unintended restrictions
- Broader statements of mission and powers added
- “Core” and “Expansion” categories retained and clarified --- New defined general category of “Special Projects” added
- Guidelines for “Special Projects” to specific communities based on special benefits, to include specific percentage allocations of costs to “Core” to all Participating Communities if three or more are benefited [25% if three are benefited, 50% if four, 100% if five or more]

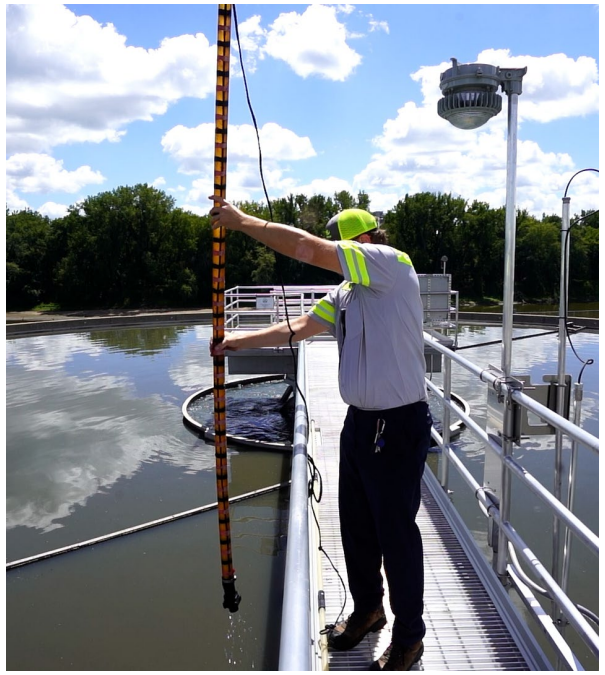
WRA Third Agreement

An AI Summary:

"The Third Amended Agreement introduces **broader participation mechanisms** (e.g., "Associate Communities"), more granular and **transparent** financial and governance structures, **expanded Board and committee roles**, new and **clearer policies** regarding asset and project classification, and **greater specificity in cost allocation**, surcharges, and dispute resolution.

It responds to the evolving needs for governance, transparency, flexibility, and regional cooperation **beyond what was delineated in the Second Amended Agreement**, which is now limited in scope and participation options, with fewer defined procedures and less flexibility for the Board to address new or unique operational/financial challenges."

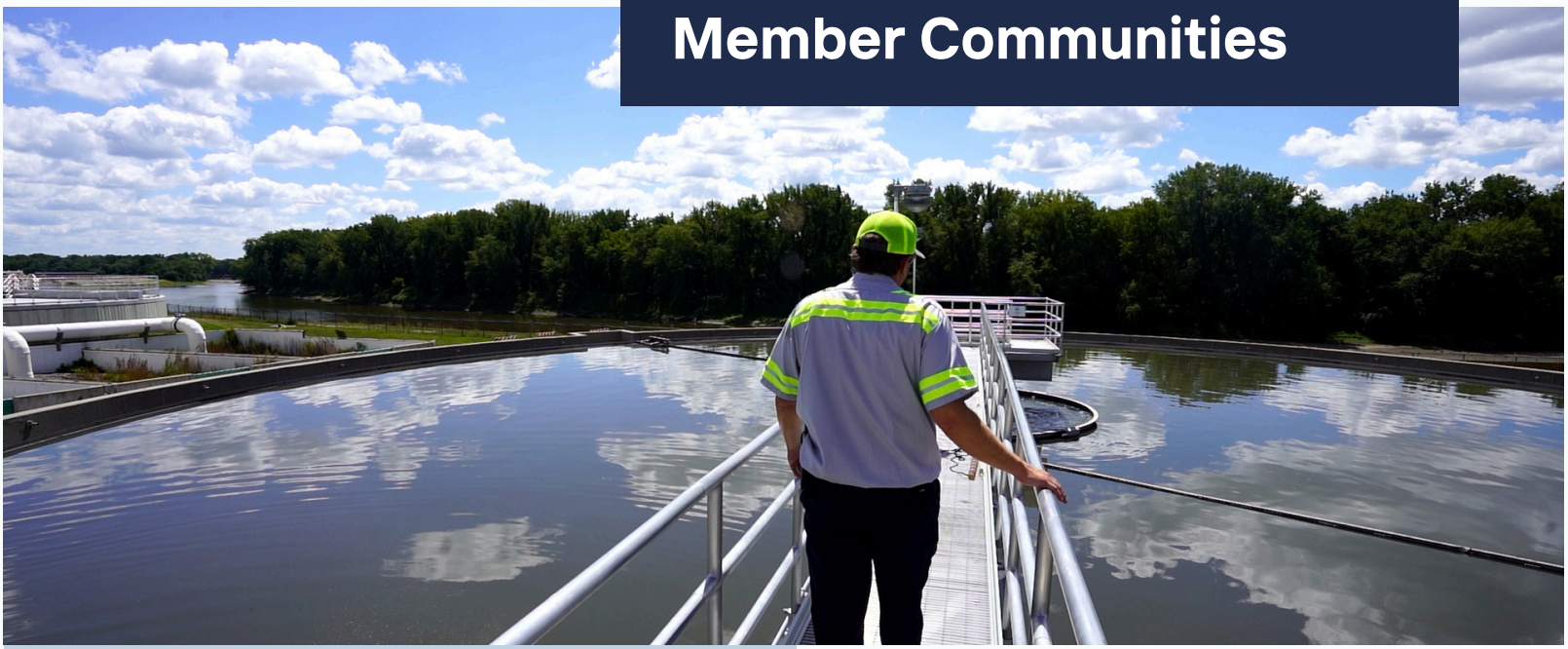
DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY



Thank you!

DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY

Important Update for WRA Member Communities



Achievements and Progress

The WRA is a clear example of success through regional cooperation and industry-leading wastewater management strategies:

- **$515M in capital projects** completed or underway
- **Improved environmental compliance**:
  - No major Iowa DNR permit violations
  - All EPA-mandated sewer separation projects completed
  - Adequate sewer capacity maintained
- **Renewable energy initiative**:
  - Gas capture system generates and sells energy, nearly repaying an $18M SRF loan after just five years in operation
- **Phosphorus removal project** in design for compliance and new revenue
- **Efficient operations:**
  - Net operating costs with revenue offsets increased by 3.3% annually

About the WRA

Regional wastewater collaboration in the Des Moines Metro began in the 1920s, expanded through the 1960s, and was formalized with the Iowa DNR's 1974 regional planning mandate.

This led to the establishment of the Des Moines **Integrated Community Area (ICA)** in 1979, which would later become the **Wastewater Reclamation Authority (WRA)**.

Today, **the WRA treats wastewater for 18 member communities**. Projects are funded through plant-generated revenue and state revolving fund (SRF) debt, not property taxes.

See reverse side for upcoming changes to WRA governance.

DES MOINES METROPOLITAN
WASTEWATER RECLAMATION AUTHORITY

Third Amended and Restated Agreement

Agreement Review Process
(2021-2025)

The **WRA Organizational Assessment Committee (2021)** included representatives from multiple member communities, with legal, financial, and municipal advisors assisting. The committee reviewed the Second Agreement and Operating Contract, preparing the Third Amended and Restated Agreement and recommending governance and operational updates. The new Operating Contract (through 2038) will be contingent upon approval of the Third Agreement.

Past Agreements

- **First Agreement (2004):**
  - **Capped issued debt at $475M**
  - Debt service was issued to members according to flow and project category (Core, Expansion, Southwest Diversion)
- **Second Amended Agreement (2014):**
  - **Raised debt limit to $675M** outstanding
  - Updated Capital Projects and financing structures
  - Added minor administrative and governance refinements
- **Operating Contract:**
  - Completed with **City of Des Moines** in 2004, was originally set to expire on June 30, 2024
  - **Currently extended to 2026**, with a new Operating Contract (with 2038 expiration) expected to be approved by the WRA Board in December 2025

Third Amended Agreement (2025)
Key Changes

Capital Projects & Debt Limit
- Incorporates long-range capital plan (through 2040s) totaling **$1.21B in estimated costs**:
  - Treatment Facility: 27 new projects – **$913M**
  - Conveyance System: 19 new projects - **$200M**
  - Special Funded Projects: 5 projects – **$38M**
- **Debt limit raised** from $675M to $975M outstanding (current debt $469M as of June 2025).
- Endorsed by the WRA Finance Committee

Governance & Representation
- **Board membership:**
  - Currently: One member per 25,000 residents (32 max.)
  - Proposed: One member per 65,000 residents (3 max.); maintains more balanced governance structure
- **Weighted voting:**
  - Shifts from population-based to **flow-based** on most items
  - Some routine/ministerial items excluded
- **Finance Committee:** Becomes a standing committee; each member appoints a committee representative, and an alternate

Membership Categories
- Creates "**Associate Community**" category for entities not operating sanitary systems (e.g., Warren County)
  - Associate members have Ex-Officio voting without financial contribution.
  - Allows broader participation without fiscal obligations

Strengthens WRA Director Role
- Clarifies and strengthens the independence of the WRA Director from the City of Des Moines (Operating Contractor)
- Establishes a **conflict resolution process** and authorizes a **Deputy Director** position to support impartial administration

Financial & Operational Adjustments
- Updates language to match current practices
- Defines **Core**, **Expansion**, and **Special Project categories**
  - Cost-sharing for "**Special Projects**" based on number of communities benefited (25% for 3, 50% for 4, 100% for 5+)
- Broader statements of mission, powers, and policy for flexibility

Planning, Coordination and Reversion
- Enhances long-range planning beyond facilities (e.g., coordination with community infrastructure improvements)
- Clarifies cost allocation and operational procedures
- Revises reversion system (asset return upon withdrawal) toward a flow-weighted model

THIRD AMENDED AND RESTATED AGREEMENT

FOR THE

DES MOINES METROPOLITAN

WASTEWATER RECLAMATION AUTHORITY

UNDER

IOWA CODE CHAPTER 28E AND CHAPTER 28F

Form Approved by WRA Board 11-18-2025

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THIRD AMENDED AND RESTATED AGREEMENT FOR THE DES MOINES METROPOLITAN WASTEWATER RECLAMATION AUTHORITY UNDER IOWA CODE CHAPTER 28F AND CHAPTER 28F

WHEREAS, the Cities of Altoona, Ankeny, Bondurant, Clive, Des Moines, Johnston, Pleasant Hill and West Des Moines, and Polk County, Warren County, the Urbandale Sanitary Sewer District and the Urbandale-Windsor Heights Sanitary District (the "Constituent Communities") were parties to the Integrated Community Area Agreement dated February 19, 1979 or to one or more of the Supplements thereto (together, the "I.C.A. Agreement");

WHEREAS, the Constituent Communities, together with the City of Norwalk and the Greenfield Plaza/Hills of Coventry Sanitary District entered into the Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority, effective as of July 1, 2004, and filed with the Iowa Secretary of State as agreement M026426 (the "Original Agreement"), in order to amend, restate and terminate the I.C.A. Agreement and to provide a "two-tier" utility model of governance for the WRA System;

WHEREAS, after the effective date of the Original Agreement, the Cities of Cumming, Polk City and Waukee joined as parties to the Original Agreement;

WHEREAS, all parties to the Original Agreement agreed to amend and restate the Original Agreement by Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority, effective June 11, 2014, as filed with the Iowa Secretary of State as agreement M507115 (the "Second Amended Agreement");

WHEREAS, Warren County has been inactive as a Participating Community, and now desires to join as an Associate Community as provided by Article V-A of this Agreement and joins in this Agreement solely in such capacity;

WHEREAS, after the effective date of the Second Amended Agreement, the City of Grimes joined as a party to the Second Amended Agreement, effective July 1, 2022, pursuant to a "Supplement to the Second Amended Agreement" as filed with the Iowa Secretary of State as agreement M512584 (the "Grimes Supplemental Participation Agreement"); and

WHEREAS, this Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Reclamation Authority Under Iowa Code Chapter 28E and Chapter 28F (this "Agreement" or the "Third Amended Agreement"), has been either approved by all parties thereto or adopted in the manner provided by Article XX of the Second Amended Agreement, to supplement, amend, restate, and replace the Second Amended Agreement, as amended by the Grimes Supplemental Participation Agreement (the "Second Amended Agreement, as Amended").

NOW, THEREFORE, THE PARTICIPATING COMMUNITIES, AND WARREN COUNTY AS AN ASSOCIATE COMMUNITY, HEREBY SUPPLEMENT THE SECOND AMENDED AGREEMENT, AS AMENDED, BY AMENDING AND RESTATING IT AS FOLLOWS:

ARTICLE I. DEFINITIONS

Section l. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:

(a) "Agreement" or "this Agreement" or "Third Amended Agreement" shall mean this "Third Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Authority", as the same may be amended and supplemented from time to time.

(b) "Amended and Restated Operating Contract" shall mean the Amended and Restated Operating Contract between the WRA and the City of Des Moines, Iowa that goes into effect as of the Effective Date of this Agreement.

(c) "Annual Budget" shall mean the WRA budget developed and adopted for each fiscal year under Article IX of this Agreement.

(d) "Appeal Committee" shall mean the committee established under the provisions of Article V, Section 3, of this Agreement.

(e) "Associate Community" shall mean Warren County and any other city or county that is not a Participating Community but has one or more sanitary districts or city sewer utilities operating within its territorial limits that are Participating Communities, and that joins in this Agreement for the limited purposes provided by Article V-A of this Agreement.

(f) "Board" shall mean the board of the WRA, established and acting under this Agreement.

(g) "Bonds" shall mean any and all bonds, notes, loan or lease agreements, interim obligations, or other obligations issued by the WRA as authorized under Chapter 28F of the Code or any other applicable provision of law, to acquire and construct the Improvements to the WRA System, including without limitation, loans issued through the Iowa Finance Authority’s State Revolving Fund (SRF).

(h) "Calendar year" shall mean the annual period from January 1 to December 31, unless otherwise defined by Board resolution.

(i) "Code" shall mean the Code of Iowa, as the same may be amended and supplemented from time to time.

(j) "Community Extension" shall have the meaning set forth in Article VII, Section 4(c) of this Agreement.

(k) "Community Extension Agreement" shall have the meaning set forth in Article VII, Section 4(c) of this Agreement.

(l) "Completed Improvements" shall mean Improvement to the WRA System previously completed under the terms of Second Amended Agreement, as Amended, as listed and defined in Article VI, Section 4 of this Agreement.

(m) “Constituent Communities” shall mean the original parties to the I.C.A. Agreement as defined in the first recital paragraph of this Agreement.

(n) “Conveyance Improvement” shall mean any Improvement, other than an Improvement to the WRF, including without limitation Conveyance Expansion Improvements and Core Improvements that improve the Conveyance System.

(o) "Conveyance Expansion Improvements" shall mean those infrastructure improvements undertaken to provide conveyance capacity that: (i) are multi-jurisdictional because they are of substantial benefit to two or more Participating Communities; (ii) provides a new primary point of connection to the WRA System; or (iii) provide extension of sewer service to newly connecting communities. The Conveyance Expansion Improvements include the “Expansion Improvements” previously undertaken under the Second Amended Agreement, as Amended and as described in Article VII, Section 2 of the Second Amended Agreement and in Exhibits 33 through 40 attached to such Agreement. The Conveyance Expansion Improvements expected to be undertaken by the WRA or the Participating Communities under the terms of this Agreement are described in Article VII, Section 1(b) of this Agreement. Conveyance Expansion Improvements also include any additional Improvements to the WRA System that the Board authorizes and decides to undertake, as provided in Article VII, Section 4, of this Agreement that are classified by the Board as Conveyance Expansion Improvements.

(p) “Conveyance System” shall mean the parts of the WRA System that convey, or support the conveyance of, wastewater flow to the WRF.

(q) "Core Communities" shall mean all of the Participating Communities as defined in the Second Amended Agreement as supplemented by the addition of the City of Grimes under the Grimes Supplemental Participation Agreement.

(r) "Core Improvements" shall mean Improvements that are not Conveyance Expansion Improvements or Special Improvements. Core Improvements include those Improvements previously undertaken under the Second Amended Agreement, as Amended, or hereafter undertaken as authorized in this Agreement to the WRF or to the core of the WRA System as acquired by the WRA under the Second Amended Agreement and as described in Exhibit 1, including but not limited to the treatment plant, the acquired conveyance systems, pump stations, key combined sewers, and flow equalization facilities. The Core Improvements previously undertaken under the Second Amended Agreement are described in Article VII, Section 1 of the Second Amended Agreement and in Exhibits 3-12, Exhibits 16-20, and Exhibits 23-32 attached to such Agreement. The Core

Improvements expected to be undertaken by the WRA or the Participating Communities under the terms of this Agreement are described in Article VII, Section 1(a) of this Agreement. Core Improvements also include any additional Improvements to the WRA System that the Board authorizes and decides to undertake, as provided in Article VII, Section 4, of this Agreement that are classified by the Board as Core Improvements, including Conveyance Improvements that primarily benefit five (5) or more Participating Communities. Core Improvements include, without limitation, the core portion of Hybrid Improvements as defined herein, but do not otherwise include Special Improvement for which any part of Debt Service is allocated among Participating Communities in the manner of Core Improvements as provided in Exhibit 98 to this Agreement.

(s) "Core Operating Contract" means a single Operating Contract as defined in Article VIII, Section 3 of this Agreement, including without limitation the Amended and Restated Operating Contract.

(t) "Core Operating Contractor" shall mean any contractor to the WRA under any Core Operating Contract now existing or hereinafter arising.

(u) "Debt Service" shall mean the aggregate annual principal (whether at maturity or pursuant to sinking fund redemption requirements), interest and other payments (including liquidity charges, letter of credit fees, auction agent and remarketing fees and broker-dealer fees) to be made by a Participating Community on outstanding Bonds or Refunding Bonds for the period or periods in question; provided however, that payments on Bonds which have been advance refunded and defeased shall be excluded, as shall payments on Bonds which are to be made from capitalized interest or other funds escrowed or deposited with a third party. If the WRA shall issue variable rate Bonds, there shall be taken into account in determining Debt Service the amount of principal and interest payable in the current year, assuming that the interest rate for a whole year on such variable rate Bonds is the rate the Board determines to be appropriate for that purpose and applying such rate on a consistent basis.

(v) "Eastside Interceptor" shall mean the Core Improvement as described in Article VII, Section 1 and Exhibit 16 to the Second Amended Agreement. The Eastside Interceptor project is now characterized as a Completed Project under this Agreement.

(w) "Effective Date" shall mean the effective date of this Agreement as provided in Section 1 of Article XXIII of this Agreement.

(x) "Equitable" as applied to an action of the Board under this Agreement shall mean that the action reflects fair treatment of the respective interests of the Participating Communities, individually and collectively, based on a reasoned application of facts and analysis to applicable criteria expressed in this Agreement and other

criteria reasonably found by the Board to apply to the matter being considered, including without limitation cost-benefit analysis, efficient management, operation, and use of the WRA System, legal and regulatory requirements, conformity with the Long Range Plans of the WRA, and best wastewater treatment standard practices in the collection, conveyance and treatment of wastewater.

(y) "Executive Committee" shall mean the committee established under the provisions of Article V, Section 4 of this Agreement.

(z) "Expansion Communities" shall mean the following Participating Communities: the Cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Grimes, Norwalk, Polk City, Waukee, and West Des Moines, and the Urbandale Sanitary Sewer District, as well as any other newly connecting communities that subsequently become Participating Communities hereunder.

(aa) "Finance Committee" shall mean the committee established under the provisions of Article V, Section 5 of this Agreement.

(bb) “Grimes Supplemental Participation Agreement” shall mean the "Supplement to WRA Agreement Admitting the City of Grimes as a Participating Community of the WRA" effective July 1, 2022 filed with the Iowa Secretary of State as Agreement Number M512584 that was entered into for the purpose of, and has had the effect of, adding the City of Grimes as one of the Participating Communities.

(cc) “Hybrid Improvement” shall mean a single Special Improvement that has multiple aspects, one or more of which, would be considered a Core Improvement if constructed separately. An example of a Hybrid Improvement would be an improvement that has a Core Improvement aspect because it updates and renovates an existing pump station and also has a Special Improvement aspect because it expands the capacity of the pump station.

(dd) "I.C.A. Agreement" shall mean, collectively the I.C.A. Agreement among the Constituent Communities named therein, dated February 19, 1979, the Addendum thereto, and Supplements thereto.

(ee) "IDNR" shall mean the Iowa Department of Natural Resources, or any successor to the same.

(ff) "Improvements" shall mean Core Improvements, Conveyance Expansion Improvements, Special Improvements, Hybrid Improvements, and other Improvements that are identified as Small Capital Projects in any Annual Budget, and any other improvements to the WRA System constructed or acquired under Article VII or Article XV of this Agreement, including but not limited to any improvements made for the purpose of enabling the WRA to meet the

requirements of the NPDES Permit for the WRF issued by the IDNR and any other applicable State of Iowa and federal permits necessary for the operation of the WRA System, and any water resource restoration projects undertaken by the WRA pursuant to Sections 28F.1, 455B.199 and 384.80 of the Code and other applicable State of Iowa statutes and administrative rules.

(gg) "Inflow and Infiltration" shall mean water that is not sewerage or wastewater that enters a sanitary sewer system and is connected to, or conveyed to, or is within the WRA System that comes from intrusion of surface water, groundwater, or other sources such as, roof leaders, yard drains, footing drains, or similar sources, but does not include intentional storm water connections made or authorized by a Participating Community with combined sewers in those combined sewer areas.

(hh) "Interest Rate Agreement" means an interest rate swap, cap, collar, floor, forward, option, put, call or other agreement, arrangement or security however denominated, entered into by the Board in order to hedge interest rate fluctuations on any of the Bonds or Refunding Bonds or to provide debt management by changing payments to be made by the WRA with respect to any of the Bonds or Refunding Bonds with a goal of achieving lower interest costs or reducing interest risk.

(ii) "Local Obligations" shall mean any sewer revenue bonds or notes issued by a Participating Community for non-WRA projects.

(jj) "Nominating Committee" shall mean the committee established under the provisions of Article V, Section 1 of this Agreement.

(kk) "NPDES Permit" shall mean the permits required to operate the WRF under the federal National Pollutant Discharge Elimination System regulations.

(ll) "Operating Contract" means any contract entered into pursuant to Article VIII, Section 3 of this Agreement for the purposes of operating, maintaining or managing the WRA, the WRA System, or both, and providing such other services to the WRA as the Board shall determine to be appropriate. Operating contract includes but is not limited to the Amended and Restated Operating Contract.

(mm) "Operating Contractor" shall mean any contractor to the WRA under any Operating Contract now existing or hereinafter arising.

(nn) “Original Acquisition Assets” means the assets acquired by the WRA on the Original Acquisition Date, including without limitation the then existing WRF and other then existing WRA facilities as set forth in Exhibit 1 to this Agreement together with other related physical assets, real property, easements, equipment, cash, investment securities, and financial instruments then held in the name of, or by, the City of Des Moines or other Participating Communities under the I.C.A. Agreement.

(oo) "Original Acquisition Date" shall mean June 11, 2014, which was the date that the WRA acquired rights to the ownership, use, operation and maintenance of the then existing WRF and the WRA conveyance facilities from the Participating Communities, described in Article VI of the Second Amended Agreement.

(pp) "Original Agreement" shall mean the Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Authority", effective as of July 1, 2004, filed with the Iowa Secretary of State as agreement M026426 that was adopted among the Constituent Communities plus the City of Norwalk and the Greenfield Plaza/Hills of Coventry Sanitary District to amend, restate and terminate the I.C.A. Agreement and was subsequently joined by Cities of Cumming, Polk City and Waukee.

(qq) "Original Outstanding Obligations" shall mean all sewer revenue bonds and SRF loan agreements issued by the City of Des Moines under the I.C.A. Agreement that have been fully paid prior to the Effective Date of this Agreement.

(rr) "Participating Communities" shall mean the Cities of Altoona, Ankeny, Bondurant, Clive, Cumming, Des Moines, Grimes, Johnston, Norwalk, Pleasant Hill, Polk City, Waukee and West Des Moines, and Polk County, the Urbandale Sanitary Sewer District, the Urbandale-Windsor Heights Sanitary District and the Greenfield Plaza/Hills of Coventry Sanitary District, together with any other cities, counties, or sanitary districts that become Participating Communities under the provisions of this Agreement.

(ss) "Policy" or "Policies" shall mean one or more formal statements of rules or policies to govern the operations or activities of the WRA as adopted and modified from time to time by duly adopted resolution of the Board, included but not limited to any Policy specially authorized or referred to in this Agreement.

(tt) "Refunding Bonds" shall mean any bonds, notes, loan agreements or other obligations issued by the WRA for the purposes of refunding any of the Bonds under the provisions of Article XIII, Section 2(b) of this Agreement.

(uu) "Renewal, Replacement, and Small Capital Project Fund" shall mean the reserve fund created and maintained by the Board; (i) to pay the costs of extraordinary expenses or repairs, renewals and replacements not included in the annual WRA budget; (ii) to make payments due for any property purchased as part of the WRA System; and (iii) to provide funding for Small Capital Projects.

(vv) "Reversionary Interest" shall mean the inchoate rights of the Participating Communities in the facilities and assets of the WRA, including without limitation the physical assets that comprise the WRA System that shall arise and attach only upon, and at the time of, the termination of the existence of the WRA.

(ww) "Second Amended Agreement" shall mean the "Second Amended and Restated Agreement for the Des Moines Metropolitan Wastewater Authority", effective June 11, 2014, and filed with the Iowa Secretary of State as agreement M507115 that amended and restated the Original Agreement.

(xx) "Second Amended Agreement, as Amended" shall mean the Second Amended Agreement as amended by the Grimes Supplemental Participation Agreement, effective July 1, 2022.

(yy) "Small Capital Projects" shall mean capital projects that are authorized as a part of an Annual Budget adopted under Article IX of this Agreement for the purposes of maintaining, repairing, replacing, expanding, or improving the WRA System and that are paid for from the Renewal, Replacement, and Small Capital Project Fund.

(zz) "Southwest Area Diversion Project" shall mean those infrastructure improvements described in Article VII, Section 3 of the Second Amended Agreement and in Exhibits 44 through 46 attached thereto. The Southwest Area Diversion Project is now characterized as a Completed Project under this Agreement.

(aaa) “Special Benefit” shall mean the particular and direct benefits, advantages, or utility to one or more Participating Communities arising from a Special Improvement, as distinguished from the benefits, advantages, and utility arising from the Special Improvement shared by all Participating Communities collectively.

(bbb) "Special Improvements" shall mean Improvements that the Board determines are not reasonably categorized as Core Improvements or Conveyance Expansion Improvements, including without limitation Hybrid Improvements, because all or any distinct aspect of such Improvement primarily benefits four or fewer Participating Communities and the special character of such Improvement requires an allocation of costs, burdens and benefits among some or all Participating Communities in a manner different than those specified in this Agreement for Core Improvements or Conveyance Expansion Improvements. Completed Improvements that would be considered Special Improvements under this definition have included: (i) the Eastside Interceptor described in Article VII, Section 1 and Exhibit 16 of the Second Amended Agreement. (ii) the Westside Interceptor described in Article VII, Section 3 of this Agreement and Exhibit 31 attached to this Agreement; and (iii) the Southwest Area Diversion Project described in Article VII, Section 3 of the Second Amended Agreement and in Exhibits 44 through 46 of the Second Amended Agreement. The Special Improvements expected to be undertaken by the WRA or the Participating Communities under the terms of this Agreement are described in Article VII, Section 3 of this Agreement and in Exhibits 31 and Exhibit 93-97 attached to this Agreement. Special Improvements also include any additional Improvements to the WRA System that the Board authorizes and decides to undertake, as provided

in Article VII, Section 4, to this Agreement that are classified by the Board as Special Improvements.

(ccc) "Sponsored Water Resource Projects" shall mean and include any water resource project or projects involving capital investment by WRA, other than an Improvement or repair or replacement of the WRA System, undertaken by WRA or by WRA jointly with any Participating Communities, or Associate Communities, or both, pursuant to grants or other cost-effective funding mechanisms where the Board determines such sponsored water resource project advances one or more purposes of this Agreement in a manner consistent with the mission of the WRA.

(ddd) "Technical Committee" shall mean the committee established under the provisions of Article V, Section 2 of this Agreement.

(eee) "Westside Interceptor" shall mean the Improvement described in Article VII, Section 1 of this Agreement and Exhibit 31 to this Agreement.

(fff) "WRA" shall mean the Des Moines Metropolitan 'Wastewater Reclamation Authority established and operating as described in this Agreement.

(ggg) "WRA Cash Contribution in Lieu of Bonds Policy" shall mean the policy adopted and amended from time to time by the Board to administer Article XIII, Section 5 of this Agreement.

(hhh) "WRA Deputy Director" shall mean an individual, if any, appointed by the WRA Board, in accordance with Article VIII, Section 3 of this Agreement, to be the deputy to the WRA Director and to act in his or her place in his or her absence or incapacity.

(iii) "WRA Director" shall mean the individual appointed by the WRA Board, in accordance with Article VIII, Section 3 of this Agreement, to be the chief executive officer and chief administrative officer of the WRA, and, if such person is an employee of the Core Operating Contractor, to be responsible for administration and management of the WRA System and to be in charge of the provision of all services provided under the Core Operating Contract.

(jjj) "WRA Facility Plans" shall mean the facility plans prepared to guide capital investments in the WRA System, including the “WRA Treatment Facility Plan” and the “WRA Conveyance Facility Plan” and any similar future plan as adopted and updated from time to time, including plans for anticipated Improvements to the WRA System.

(kkk) "WRA Flow" shall mean of the yearly amount of flow to the WRF and to any other wastewater facility of the WRA from each of the Participating Communities, or if the context requires the total amount of yearly flow from all

Participating Communities. WRA Flow shall be computed based on metered flows to WRA facilities or on estimated flows to such facilities where no prior metered flows exist or where insufficient metered flows data is available, as determined by the Technical Committee. Except as adjusted by the Board pursuant to Article IX, Section 4 of this Agreement, or as otherwise expressly stated in this Agreement, the WRA Flow for any fiscal year shall be based on an average of flows for the preceding three WRA Flow Computation Years.

(lll) "WRA Flow Computation Year" shall mean a twelve-month period beginning on October 1 and ending on the following September 30 or such other twelve-month period subsequently adopted by the Board with the advice of the Technical Committee for the purpose of determining WRA Flow for any purpose under this Agreement.

(mmm) "WRA Long Range Plan" shall mean a plan established under Article X-A, Section 1 of this Agreement.

(nnn) "WRA Participating Community Billing and Payment Policy" shall mean the policy adopted and amended from time to time by the Board under Article IX, Section 7(a) of this Agreement.

(ooo) "WRA System" shall mean and include the WRF, all WRA sanitary sewer conveyance facilities and all properties of every nature hereinafter owned by the WRA and comprising part of or used as a part of the WRA System, including all wastewater treatment facilities, storage facilities, pumping stations, sanitary sewer extensions, force mains, stream bank stabilization and similar water resource restoration projects accepted by a WRA Board resolution as part of the WRA System and undertaken by the WRA pursuant to Sections 28F.1, 455B.199 and 384.80 of the Code and other applicable State of Iowa statutes and administrative rules, and all related property and improvements to the same, all real and personal property of the WRA and all appurtenances, contracts, leases, franchises, and other intangibles of the WRA, all as are constructed and/or acquired by the WRA or accepted by the WRA pursuant to Article VII, Section 4(e), Article XV, or other terms of this Agreement. The "WRA System" does not include any of the local sanitary sewer collection system facilities maintained by the Participating Communities.

(ppp) "WRF" shall mean the Wastewater Reclamation Facility located generally at 3000 Vandalia Road, Des Moines, Iowa, as now existing and as the same may be expanded or improved in the future.

(qqq) "WRF Flow" shall mean WRA Flow with any flow to facilities other than the WRF excluded.

ARTICLE II. PURPOSE AND STATUS AS LEGAL ENTITY

Section l. Purposes. This Agreement is an amendment and restatement of the Second Amended Agreement, as Amended, and a supplement thereto, and its purposes are to:

(a) Provide for the continuation, expansion, and modification of the joint project commenced under the I.C.A. Agreement, as continued first under the Original Agreement and subsequently under the Second Amended Agreement;

(b) Provide for a means of jointly constructing, operating, maintaining, and financing the facilities that comprise the existing WRA System together with all Improvements necessary and proper to expand, upgrade, maintain and extend the WRA System in the future for the purposes as stated herein for the mutual benefit of Participating Communities;

(c) Provide leadership, vision, planning, and financial support that encompasses the existing and growing needs of the Participating Communities and the Greater Des Moines Metropolitan Area, for highly effective wastewater conveyance, wastewater treatment, resource recovery and conservation, water resource enhancement, and watershed improvement;

(d) Deliver services and support to the Participating Communities and other sources of wastewater on an economically and technically sound basis that preserves and protects the environment, including the quality of the waters of the State and the United States; and

(e) Strive to meet the foregoing purposes as a recognized leader, visionary, and innovator in the fields of wastewater treatment, wastewater resource recovery, and resource conservation.

Section 2. Status as Separate Legal Entity and Powers. Pursuant to Sections 28E.5 and 28F.1 of the Code, the WRA shall be constituted as a separate legal and administrative entity, governed by the Board established herein, and known as the "Des Moines Metropolitan Wastewater Reclamation Authority" or the "WRA", to permit joint exercise of any powers, privileges or authorities exercised or capable of exercise by Participating Communities to maximize the mutual benefits and efficiencies of collaboration thereunder. As so constituted, the WRA shall be a public body corporate and political subdivision of the State of Iowa, and an instrumentality of political subdivisions of the State of Iowa, in accordance with IRS Revenue Ruling 57-128, 1957 C.B.311. The WRA shall be a governmental body subject to open meetings requirements under Chapter 21 of the Code, and a government body subject to open records requirements under Chapter 22 of the Code, to the extent provided by law, as amended. The WRA shall be operated to be exempt from federal and state income tax to the fullest extent permitted by law.

The WRA may: (i) sue and be sued; (ii) contract in its own name; (iii) acquire, hold, sell and transfer real and personal property in furtherance of its corporate purposes as determined by the Board; and (iv) exercise all the powers delegated to it by the Participating Communities and

the Associate Communities, or that are otherwise conferred, under Chapters 28E and 28F of the Code or any successor laws. The WRA shall have no seal.

ARTICLE III. ORGANIZATION OF BOARD

Section l. Governing Body. The WRA shall be governed in all matters by a Board consisting of representatives of the Participating Communities as provided in this Article.

Section 2. Composition of Board and Assignment of Weighted Voting Power.

(a) Each representative of a Participating Community on the Board shall be either: (i) a member of the governing body of the Participating Community appointed by a vote of the governing body; or (ii) any other person appointed by the mayor or chair of the governing body of the Participating Community and approved by vote of such governing body. The governing body of a Participating Community may similarly appoint such alternate or alternates on a temporary or permanent basis, as a Participating Community shall determine.

(b) Each Participating Community shall be entitled to have at least one representative on the Board. If the population within a Participating Community as determined by the Board under the provisions of this section exceeds sixty-five thousand (65,000), the Participating Community shall be entitled to one additional representative for each sixty-five thousand (65,000) in population, or fraction thereof, over the first sixty-five thousand (65,000) in population. For purposes of the foregoing, the applicable populations will be determined by reference to population data from the most recent U.S. Census, regular or special, for the actual population of a city, sanitary sewer district, or defined service area of a county. Population shall be considered without regard to the sewer status of individual properties, so long as some portion of the service area is connected to a centralized sewer system. Commercial and industrial users do not affect the determination of the applicable population. In the case of sanitary districts and the defined service areas of counties, the populations thereof shall be determined by reference to U.S. Census population data from for those census tracts situated wholly or partially within the boundaries of the sanitary district or the defined service area of the county.

The Technical Committee shall review the most recently available census data for each new Participating Community in accordance with the forgoing provisions, utilizing any methodology approved by the Board to the extent applicable, to estimate the population of the new Participating Community and shall report such estimate to the Board for the purpose of the Board's determination of the Board representation to which such new Participating Community is entitled.

The Technical Committee shall review new population data from the U.S. Census, regular or special, for each of the Participating Communities when and as such new data becomes available to estimate the current population of each affected Participating Community and shall report such estimates to the Board for the purpose of the Board's determination of the Board representation to which such Participating Community is entitled.

(c) Notwithstanding the foregoing, no Participating Community shall be entitled to more than three (3) representatives on the Board regardless of population.

(d) The Technical Committee shall compute the WRA Flow of each Participating Community for weighted voting purposes, and shall divide the WRA Flow as computed for each Participating Community in equal shares among the Board representatives to which the Participating Community is entitled, for purposes of determining the WRA Flow-weighted voting power of each Board Representative under Section 3(b) of this Article. For purposes of this Article, "WRA Flow" shall be as defined in this Agreement with the flow utilized for voting purposes during each calendar year to be based on flows from the three most recent previous WRA Flow Computation Years as calculated annually by the Technical Committee for budget allocation computations, regardless of what calculation of WRF Flow is used for any other purposes under this Agreement. The Technical Committee shall report such determination to the Board annually in January or as soon as possible after the required data is available for each year.

(e) Upon Board approval of the population data for each Participating Community and the WRA Flow-weighted voting power assignment to each Board representative, such population data and WRA Flow-weighted voting power assignments shall be binding on all Participating Communities in determining Board representation and WRA Flow-weighted votes during that calendar year. To the extent the population data reflects an increase in the number of Board representatives to which a Participating Community is entitled, the vacancy or vacancies resulting shall be filled by the Participating Community as provided in Section 2(a) of this Article. To the extent the population data reflects a decrease in the number of Board representatives to which a Participating Community is entitled, the most recently appointed Board representative or representatives of the Participating Community shall be deemed removed to reduce the number of Board representatives to the correct number.

(f) All representatives who are elected officials of Participating Communities shall serve during the time they hold office entitling them to such representative status, unless terminated by resolution of the Participating Community so represented. All representatives who are not elected officials of the Participating Community shall serve at the pleasure of the appointing governing body, and until their appointment is terminated by resolution of the Participating Community so represented.

(g) During November of each year, the Clerk of the Board shall contact the governing body of each Participating Community to request the names of each Participating Community's representative(s) and alternate(s) to serve on the Board for the upcoming calendar year, not to exceed the total number of representatives for a Participating Community as determined in subsection (b) above. The appointment of representatives and alternates to the Board shall be approved by the governing bodies of the Participating Communities, which appointments shall be certified in writing to the Board before the annual meeting of the Board in January of each year.

Section 3. Voting.

(a) In the ordinary conduct of the Board's business, and except as otherwise provided herein, each Board representative will have one vote, and the majority vote of the Board representatives present and voting (or, where applicable, their appointed alternates) shall decide all matters coming before the Board.

(b) Except for the actions or items listed in Subsection (c) of this Section that are not eligible for a WRA Flow-weighted vote, any Participating Community represented at a meeting of the Board may request a WRA Flow-weighted vote, whereupon the vote on that item will automatically be deferred to the next regularly scheduled, or specially called, meeting of the Board. Notice of the impending WRA Flow-weighted vote will be given to all Participating Communities by inclusion of such item on the agenda for that meeting with a conspicuous statement that a WRA Flow-weighted vote is to be taken. At such meeting, the decision on the question that is the subject of the WRA Flow-weighted vote shall be determined by the side of the question compiling the highest total WRA Flow number, utilizing for this purpose the WRA Flow numbers assigned under Section 2(d) of this Article to the Board representatives of each Participating Community (or, where applicable, their appointed alternates) who are present at such meeting and voting thereon.

(c) The actions or items for which a WRA Flow-weighted vote may not be requested or taken are as follows:

1. The appointment, or termination of appointment, of either the WRA Director or the WRA Deputy Director, if such person is, or is to be appointed as, an employee of the Core Operating Contractor.

2. Any purchasing or procurement item not requiring specific Board approval under an existing Policy.

3. Any Professional Services Agreement item not requiring specific Board approval under an existing Policy, including:

    a. Engineering services.
    b. Financial services.
    c. Insurance broker services.
    d. Attorney services.
    e. Audit services.

4. Any of the following ministerial functions of the Board:

    a. Approval of Board Minutes.
    b. Setting Dates of Hearings.
    c. Receipt of WRA Director or other staff Reports.
    d. Receipt of Committee Reports.

5. Any vote to recess into closed session, which vote shall only be conducted in accordance with state law.

6. Removal of a Board Member.

7. Actions of the Board related to any specific debt-related item, including the authorization, sale, approval and issuance of Bonds and Refunding Bonds or other indebtedness, to the extent such actions are voted on after a prior action of the Board to either: (i) authorize an Improvement or other capital project that was approved based on the anticipation that it was to be funded in whole or in part by such specific debt-related item either by approval thereof as detailed in a Budget adopted by the Board or by any other separate vote of the Board; or (ii) that reflects an initial decision by the Board to proceed with or incur such specific debt related item for any purpose.

(d) The forgoing provisions notwithstanding, the following extraordinary vote requirements shall apply to the following actions or items:

1. Approval by a 90% WRA Flow-weighted vote, shall be required for adoption of any Amendment to this Agreement under Article XX of this Agreement.

2. Approval by a 90% WRA Flow-weighted vote, shall be required for any action to approve the sale of all, or substantially all, of the assets of the WRA.

3. Approval by a 67% WRA Flow-weighted vote and by the affirmative vote of Board representatives who represent not fewer than three (3) Participating Communities shall be required for the appointment, or termination of appointment, of either the WRA Director or the WRA Deputy Director, if such person is not, or is not to be, an employee of the Operating Contractor under the Amended and Restated Operating Contract.

(e) The Chair, or in the Chair's absence, the Vice Chair of the Board, may vote and participate in discussion, but shall not make or second a motion.

Section 4. Officers of the Board.

(a) The officers of the Board shall be the Chair, the Vice Chair and the Secretary, each of whom shall be elected by vote of the Board, and the Clerk, who shall be appointed by resolution of the Board.

(b) The Chair shall preside at all meetings of the Board. The Chair shall sign any instruments which the Board has authorized to be executed, except in cases where the signing of instruments shall be required by law or protocol to be otherwise signed or executed.

(c) In the absence of the Chair, or in the event of the death, inability to act or refusal to act by the Chair, the Vice Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon that office. At any meeting at which neither the Chair nor the Vice Chair is present the Board shall, as the first item of

business of the meeting, select a Board representative who is in attendance to preside as Chair pro tem for the duration of the meeting.

(d) The Secretary shall have responsibility for (i) the taking and preservation of minutes of the proceedings of the Board, (ii) the giving of all notices in accordance with this Agreement or any bylaws, or as otherwise directed by the Board or required by law, (iii) acting as custodian of the records of the WRA and (iv) keeping a current registry of the names and addresses of the members of the governing body of each Participating Community, and of each Participating Community's principal officer and Board representatives and alternates. With the approval of the Board or as otherwise delegated by the Secretary, the foregoing secretarial duties may be performed by the Clerk and/or by the Operating Contractor and its staff, or with the assistance of the Operating Contractor and its staff.

(e) Other than the Clerk, the officers of the Board shall be elected annually by the representatives of the Participating Communities present at the annual meeting of the Board. The Nominating Committee shall select and offer nominations for each office at the annual meeting. Nominations shall also be accepted from the representatives present at the annual meeting. All nominees, including those offered by the Nominating Committee, must receive a second in order to be considered a candidate and voted on for office. The Clerk shall be appointed by resolution of the Board, which appointment may, but is not required to be, made annually, and the Clerk may be an employee of the Operating Contractor.

(f) Other than the Clerk, each officer shall hold office until his or her successor has been duly elected. Alternates shall not be eligible to serve as officers. Each of the officers shall be from different Participating Communities. A vacancy in the office of Chair, Vice-Chair or Secretary shall be filled by the Board for the unexpired portion of the term. The appointed Clerk shall perform the duties of the Clerk until such time as a subsequent appointment by Board resolution is made.

Section 5. Meetings.

(a) Regular meetings shall be held at least monthly at the place, day and hour set forth in a schedule of regular meetings for the following year that is approved by the Board no later than the last meeting in December of each year. The annual meeting shall be the first regular meeting held in January of each year. A copy of the agenda and all materials to be considered at each meeting shall be e-mailed and posted to the WRA website or delivered by mail or other means to the designated representative(s) of each Participating Community and the elected official and/or administrator designated by each Participating Community, at least four (4) days prior to the meeting, or as may otherwise be set forth in the bylaws.

(b) Special meetings of the Board, for any purpose or purposes not inconsistent with this Agreement, may be called by the Chair and shall be called by the Chair at the request of any two Participating Communities. The notice requirements of Subsection (a) of this Section shall apply to all special meetings.

(c) All meetings of the Board shall be conducted in compliance with Chapter 2l of the Code or any successor laws, as the same may be amended or supplemented in the future. Meetings shall be conducted in accordance with the Bylaws as interpreted by the presiding Chair or Vice Chair.

(d) The physical or electronic presence of a majority in number of the duly appointed and acting Board representatives, not including representatives of Associate Communities, shall constitute a quorum. A quorum is required to be present to convene a meeting of the Board and for the conduct of its business. The Chair shall determine whether a quorum exists, shall cause the names of all representatives present to be entered into the meeting minutes, and shall call the meeting to order if a quorum exists.

Section 6. Bylaws. The Board may adopt bylaws relating to the notice and conduct of its meetings and those of any committees it shall establish. Such bylaws may be adopted, and may be amended or repealed, by a majority vote of the Board taken at any regularly scheduled or specially called meeting as described in Article III, Section 5 of this Agreement, provided that such bylaws or proposed amendment or repeal of such bylaws, was presented in writing at a prior regular meeting of the Board, and provided that notice of the impending vote thereon is contained in the meeting notice and agenda of the meeting at which such vote is to be taken.

ARTICLE IV. POWERS OF THE WRA AND THE BOARD

Section 1. Grant of Powers.

(a) The WRA and the Board shall have, and may exercise, all of the powers necessary or proper to advance the purposes of this Agreement to the fullest extent permitted by Chapters 28E and 28F of the Code or any successor laws, as the same may be amended and supplemented in the future, for the purposes set forth in this Agreement to include: (i) the prior acquisition of the WRA System on behalf of the Participating Communities; (ii) planning for and constructing Improvements to expand, extend, and upgrade the WRA System on behalf of the Participating Communities; (iii) establish, adopt and enforce rules and regulations governing the operation and provision of wastewater treatment and necessary disposal; (iv) operating, managing and maintaining the WRA System as an essential governmental purpose, on behalf of, and for the benefit of all Participating Communities and to meet their needs now existing or as forecasted to arise; (v) establishing and supporting Sponsored Water Resource Projects; (vi) jointly financing the acquisition and construction of Improvements and Sponsored Water Resource Projects through the issuance of Bonds or other obligations as may be authorized for such purposes; (vii) contracting for, or providing and maintaining, security to preserve and protect the WRA System, as the Board deems necessary to preserve and protect the peace, health, safety, and welfare of the public; (viii) to exercise the powers generally possessed and exercised by Participating Communities under Iowa law, including necessary police powers, the power of eminent domain, and special assessment authority, to the fullest extent permitted by Iowa law, except to the extent expressly inconsistent with this Agreement; (ix) exercise any of the powers of Participating Communities delegated to WRA, to the maximum extent permitted under Chapter 28E of the Code, and all powers granted to entities under Chapter 28F of the Code, and (x) any and all things necessary or proper to effectuate the foregoing.

(b) Without limiting the foregoing, the Board shall have all of the powers set forth in this Agreement, including but not limited to the power to: (i) approve its own budget; (ii) to adopt Policies, including without limitation, Policies specifically referenced in this Agreement provided that any Policies adopted or amended after the date of this Agreement shall not operate to substantively alter, modify or terminate the Amended and Restated Operating Contract during its term; (iii) contract for services and/or employ such staff as it deems necessary; (iv) approve its own capital improvement program; (v) define parameters and benchmarks for all services; (vi) enter into agreements, contracts or other arrangements for the financing of Improvements, including the issuance of Bonds and execution and repayment of loans; (vii) enter into agreements, contracts or other arrangements for the receipt from and/or provision of services to entities other than the Participating Communities, at the discretion of the WRA Board and in compliance with Chapters 28E and 28F of the Code; (viii) in accordance with Article VIII, Section 4 of this Agreement, appoint and remove the WRA Director; and (ix) pursuant to terms approved by Board resolution, acquire real and personal property, including any existing facilities, that the Board determines would be of benefit to the WRA System if acquired.

Section 2. No Private Inurement. No part of the net earnings of WRA shall inure to the benefit of, or be distributable to, any private person or private agency, except the WRA is authorized and empowered to pay reasonable compensation or consideration for goods, services, materials, or properties that it obtains.

ARTICLE V. COMMITTEES

Section 1. Nominating Committee. A Nominating Committee is hereby established for the purpose of selecting and offering nominations for each office of the Board other than the Clerk, and for the member of the Executive Committee who is elected to serve on the Executive Committee by resolution of the Board, at the annual meeting in January or as necessary in the event an office of the Board becomes vacant. Members of the Nominating Committee shall be appointed by the Chair at a regular Board meeting held at least three (3) months prior to the annual meeting in January. The Nominating Committee shall be chaired by a representative elected by the other members of the Nominating Committee.

Section 2. Technical Committee. A Technical Committee is hereby established and shall be chaired by a representative elected by the voting members of the Technical Committee. The Technical Committee shall be comprised of one member appointed by each Participating Community who shall be an individual who is familiar with the WRA and local sewer systems, and who is not an elected official of the Participating Community. If a Participating Community is also an Operating Contractor, such Participating Community's representative shall represent such Participating Community's interest as a Participating Community. Each Participating Community may similarly appoint an alternate for its representative.

The Technical Committee shall also include a single representative with appropriate expertise appointed by the Core Operating Contractor to represent the operational needs of the WRA System. The WRA Director, and any other representatives appointed by the Core

Operating Contractor to provide required expertise shall be non-voting members of the Technical Committee.

The Technical Committee shall meet in accordance with a meeting schedule approved by the Technical Committee, at the call of the chair or at the direction of the Board, to provide technical advice or recommendations to the Board, including but not limited to (i) service area population estimates and recommendations concerning the number of Board representatives of each Participating Community; (ii) calculating the Reversionary Interest of Participating Communities under the terms of the Second Amended Agreement, as Amended, and by this Agreement, as provided in Article XIV, Section 2 of this Agreement; (iii) reviewing and advising as to all proposed designs of Improvements, including specifying design flows for new Conveyance Improvements and for Conveyance Improvements that adjust design flows; (iv) making recommendations respecting Special Improvements and Hybrid Improvements as contemplated by Exhibit 98 to this Agreement; (v) reviewing and advising the Board on plans and specification of proposed Improvements before the award of contracts for construction (vi) calculating proposed capital contribution and surcharge payment amounts for newly connecting communities; (vii) making a yearly determination of WRA Flow for each Participating Community, including an evaluation of the accuracy of flow data; (viii) recommendations regarding Improvements proposed by one or more Participating Communities to be accepted into the WRA System; (ix) review of proposed connection points of Participating Communities to the extent provided under Article VII, Section 4(f) of this Agreement; (x) participation in the preparation of the WRA Facility Plans and the WRA Long Range Plan; and (xi) such other duties as may be assigned by the Board.

Section 3. Appeal Committee. An Appeal Committee is hereby established for the purposes of hearing and deciding appeals with respect to decisions or orders of the WRA Director as provided for in the industrial pretreatment ordinances approved by the Board pursuant to Article XVI, Sections 2-4 of this Agreement, and with respect to any other matter as may be delegated by Board resolution. The Appeal Committee shall be comprised of a representative from the Participating Community where the discharge is or will occur and/or where the issue that is the subject of the appeal is located or has occurred, as applicable, the Chair of the Board, and a Board representative from another Participating Community appointed by the Chair. In the event of the Chair's conflict of interest or unavailability, the Chair may appoint a Board representative from another Participating Community as a member of the Appeal Committee. If the appeal is related to the industrial pretreatment ordinances and the Operating Contractor seeking the suspension or termination is a Participating Community, the Board representative for that Participating Community shall not be appointed to serve on the Appeal Committee. Only one Board representative from a particular Participating Community may serve on the Appeal Committee.

The Appeal Committee shall decide all appeals by a majority vote of the members of the Appeal Committee. If the Appeal Committee affirms the action that is the subject of the appeal, the Appeal Committee shall so state and order in its written decision, and a record shall be made of the proceedings of the Appeal Committee.

Section 4. Executive Committee. An Executive Committee is hereby established for the purposes, among other things, of reviewing and advising on policy issues at the request of the

WRA Director and making recommendations to the WRA Director, and of making recommendations to the WRA Board regarding the appointment of the WRA Director and thereafter periodically reviewing the performance of the WRA Director. The Executive Committee shall be chaired by the Board Chair, and shall be comprised of the current Chair, Vice-Chair, and Secretary of the Board, the most recently presiding Chair prior to the current Chair who remains a current member of the Board, and one current Board member who is elected to serve on the Executive Committee by resolution of the Board, following nomination by the Nominating Committee, and who represents the City of Des Moines unless Des Moines is represented by another Executive Committee member. The Executive Committee shall meet at the call of the Chair or at the request of the WRA Director to fulfill its purposes as set forth herein and such other duties as may be assigned to the Executive Committee by resolution of the Board or under this Agreement.

Section 5. Finance Committee. A Finance Committee is hereby established for the purposes of reviewing and overseeing financial matters concerning the WRA and assisting, advising, and making recommendations to, the Board on any financial matters coming before it. In addition to, and without limiting the generality of the foregoing, the Finance Committee shall: (i) review an initial draft of each proposed annual WRA budget and advise the WRA Director with respect thereto before the submission of a proposed budget to the Board and Participating Communities; (ii) support and provide oversight of the annual audits of WRA finances and WRA records; (iii) advise and assist in review and development of the WRA's financial plans and strategies including issuance of debt, investment policies, capital expenditures, financial reserves, staffing plan(s) and other related financial matters and (iv) perform such other duties as may be assigned by Board resolution.

The Finance Committee shall be comprised of one member appointed by each Participating Community who shall be an individual with financial expertise and knowledge of the Participating Community's financial relationship with the WRA. Each Participating Community may similarly appoint an alternate for its representative.

The WRA Director, WRA bond counsel and financial consultant(s) to the WRA shall be non-voting members of the Finance Committee. The Finance Committee shall be chaired by a voting member of the Committee elected by vote of the voting members of the Committee.

The Finance Committee shall meet in accordance with a meeting schedule approved by the Committee, at the call of the Chair of the Committee or the WRA Director, or at the direction of the Board.

Section 6. Other Committees. The Board may, by resolution, designate two or more of its representatives to constitute a committee. Such committee shall, if authorized by resolution of the Board, provide advice and recommendations to the Board and/or act pursuant to the authority delegated by the Board resolution. The designation of such committee shall not operate to relieve the Board of any responsibility imposed by this Agreement, unless such responsibility is specifically delegated to the committee by Board resolution. Meetings of such committees may be held at such time and place as the committee members may fix from time to time. Notwithstanding anything to the contrary in this Article, the WRA Board may, by

resolution, delegate authority to perform WRA functions and/or to hear appeals to any committee, appeal board or board of review, or other grouping, made up of any constituency as determined by Board resolution, other than as specifically identified in this Agreement.

ARTICLE V-A: ASSOCIATE COMMUNITIES

Section 1. Admission of Associate Communities. During the term of this Agreement, one or more cities or counties that come within the definition of Associate Community may join in this Agreement after Board approval by execution of a supplement to this Agreement. Any such supplement shall be signed by the Chair and the Secretary on behalf of the WRA and by authorized officers of the Associate Community and shall be filed with the Iowa Secretary of State. Any such supplement shall (i) designate the named city or county as an Associate Community for purposes of this Agreement; (ii) obligate the Associate Community to comply with the provisions of this Article V-A as applicable; and (iii) contain such other terms and conditions as the Board shall determine to be appropriate. Such joinder shall be effective upon filing with the Iowa Secretary of State.

Section 2. Board Representation. Each Associate Community shall be entitled to appoint a person, and an alternate to serve in the absence of the appointed person, to serve as an ex officio, non-voting member of the Board created by Article III of this Agreement. In the case of a city, the appointed persons shall be nominated by the mayor of the city and confirmed by the city council. In the case of a county the appointed person shall be appointed by action of the board of supervisors. The person so appointed shall be entitled to all notice and information provided to full Board members and may participate in Board meeting but shall not be entitled to make motions or vote and shall not be counted to establish a quorum. Such person or persons may be removed or replaced at any time in the sole discretion of the governing body of the Associate Community.

Section 3. Support of WRA Mission. Each Associate Community shall support the mission of the WRA as follows:

(a) Each Associate Community will make right of way and other property interests owned by the Associate Committee available for installation, operation and maintenance of WRA facilities at no cost to the WRA other than reimbursement of actual out of pocket costs incurred by the Associate Community related thereto, and shall grant such easement, license or other right related thereto as the WRA may reasonably request without compensation.

(b) To the extent authorized by law, each Associate Community expressly delegates to the WRA the power of eminent domain possessed by it for acquisition of property, or any interest therein, for a public use or purpose related to WRA functions. The WRA is authorized to bring an action in eminent domain in its own name or may request an Associate Community to bring such action, which the Associate Community shall then do so, provided that the WRA shall fully reimburse the Associate Community for all costs of acquisition, including the damages to be paid to the owner of the property being so acquired and all related administrative and legal expenses incurred by the Associate Community to complete the acquisition. In the event the Board determines not to pay the award made by the compensation commissioners and take

possession of the property at the conclusion of the eminent domain proceedings or any appeal thereof, the WRA shall reimburse the Associate Community for the costs and expenses as aforesaid and any attorney fees or damages awarded to the property owner.

(c) Each Associate Community shall support the WRA's industrial pretreatment program in the same manner as a Participating Community under Article XVI, Sections 2-4 of this Agreement.

Section 4. Limitations on Financial Obligations. No Associate Community shall have any financial obligation for any WRA budget share allocation, for any Bonds issued by WRA, for any capital contribution to the WRA, or for any other financial support of the WRA, except as expressly stated in this Article V-A.

Section 5. Termination of Associate Community Joinder. An Associate Community may terminate its joinder and withdraw from this Agreement at any time upon not less than one year's written notice authorized by its governing body. Any such notice shall be delivered by mail or personal delivery to the Chair of the Board and the Secretary of the Board. Such termination shall be effective one year from the last date of receipt of notice of termination by such persons. Any such termination shall be of prospective effect only and shall not affect any prior grant of any easement, license or other right or any prior or pending proceeding in eminent domain.

ARTICLE VI. STATUS AND FINANCING OF EXISTING FACILITIES

Section 1. Acquisition of Assets in 2014. It is acknowledged that pursuant to the Second Amended Agreement, the WRA acquired all rights to the ownership, use, operation and maintenance of, and beneficial interests in, the Original Acquisition Assets, by transfer on the Original Acquisition Date from the City of Des Moines and other Participating Communities under the I.C.A. Agreement, subject to Reversionary Interest as provided in the Second Amended Agreement. Upon request of the Board, the City of Des Moines and any other Participating Community having any interest shall execute and deliver any instrument of title or other documents as the Board may reasonably require to further document and perfect its interest in such properties and assets.

Section 2. Previously Established Surcharges for Certain Participating Communities.

(a) In lieu of any allocation of Debt Service for the Bonds issued under Article IX of the Second Amended Agreement and in lieu of certain other capital contributions for assets, the Cities of Ankeny, Bondurant, Cumming, Norwalk, Polk City, and Waukee have made capital contributions or surcharge payments to the WRA for their use of the WRF as set forth in Exhibits 47 through 52 to the Second Amended Agreement. Such cities have acquired or will acquire a Reversionary Interest as provided in the Second Amended Agreement.

(b) In lieu of any allocation of Debt Service for the Bonds issued under Article IX, Section 3 of the Second Amended Agreement, as Amended, and in lieu of certain other capital contributions for assets, the City of Grimes has made and shall make capital contributions and

surcharge payments to the WRA for its use of the WRF as set forth in the Grimes Supplemental Agreement. The City of Grimes has acquired, or will acquire, a Reversionary Interest as provided in the Second Amended Agreement, as Amended.

Section 3. Reversionary Interest in Original Acquisition Assets. All rights to the use, operation and maintenance of the Original Acquisition Assets are held by the WRA. Each Participating Community as of the effective date of the Second Amended Agreement, other than Warren County, initially retained reversionary interests in the Original Acquisition Assets as provided in the Second Amended Agreement and set forth in Exhibit 2 to this Agreement. Their existing Reversionary Interest has been adjusted as provided in the Second Amended Agreement, as Amended, including without limitation adjustment by reason of Completed Improvements to the Original Acquisition Assets and by reason of capital contributions by certain newly admitted Participating Communities and will continue to be adjusted as provided in applicable provisions of the Second Amended Agreement, as Amended, through and including June 30, 2038. On and after July 1, 2038, the Reversionary Interest of each Participating Community shall be as set forth in Article XXIII Section 4(b) of this Agreement.

Section 4. Completed Improvements. It is acknowledged that, as of the Effective Date of this Agreement, Improvements to the WRA System have been completed under the terms of the Second Amended Agreement and have been accepted by the WRA Board as follows:

(a) Core Improvements as described in Article VII, Section 1 of the Second Amended Agreement and in the Exhibits attached thereto as follows:

Exhibit 3	East 20th Street Connector - Phase I
Exhibit 4	Des Moines River Outlet
Exhibit 5	Westside Pump Station Improvements
Exhibit 6	WRF Emissions Control Improvements
Exhibit 7	Ingersoll Run Combined Sewer Improvements
Exhibit 8	WRF Gas Holding Improvements
Exhibit 9	WRF Power Generation Project

Exhibit 10	WRF Digester Mixing Improvements
Exhibit 11	Combined Sewer Solids Separation Facility
Exhibit 12	New Main Outfall
Exhibit 16	Eastside Interceptor
Exhibit 17	WRF Grit Basins
Exhibit 18	WRF Flood Improvements
Exhibit 19	WRF Clarifier Improvements – Phase 1
Exhibit 20	Southwest Outfall Lining – Phase 1
Exhibit 23	Southwest Outfall Lining – Phase 2

(b) Conveyance Expansion Improvements as described in Article VII, Section 2 of the Second Amended Agreement and in the Exhibits listed therein as follows:

Exhibit 33	West Des Moines Outfall Improvements
Exhibit 34	Four Mile Interceptor Extension
Exhibit 35	Little Four Mile Interceptor Extension
Exhibit 36	Middle Creek Trunk Sewer Extension
Exhibit 37	West Des Moines Outfall Extension
Exhibit 38	Four Mile Interceptor Improvements
Exhibit 39	Little Four Mile Interceptor Extension - South Branch
Exhibit 40	Mud Creek Interceptor Improvements

(c) The Southwest Area Diversion Project as described in Article VII, Section 3 of the Second Amended Agreement and in the Exhibits listed therein as follows:

Exhibit 44	Southern Tier Interceptor - Eastern Phase
Exhibit 45	Southern Tier Pump Station and Force Main
Exhibit 46	Southwest Area Diversion Facility

(the "Completed Improvements"). The Exhibits listed above in this Section 4 are omitted from this Agreement, but were attached to the Second Amended Agreement,

(d) Certain projects contemplated in Article VII, Sections 1, 2 and 3 of the Second Amended Agreement and in the Exhibits listed therein have either been abandoned or replaced. Such projects were depicted in Exhibits 13, 22, 24,27, 29, 30, and 32 attached to the Second Amended Agreement, but are omitted from this Agreement accordingly. Certain other projects contemplated in Article VII, Sections 1, 2 and 3 of the Second Amended Agreement and in the Exhibits attached thereto are pending and will be re-authorized in Article VII of this Agreement as depicted in Exhibits 14, 15, 21, 23, 25, 26 and 41-43 as attached to this Agreement.

Section 5. Allocation of Debt Service for Completed Improvements. The allocation of costs of Debt Service on Bonds or Refunding Bonds issued under the Second Amended Agreement, as Amended, to finance the Completed Improvements have been and shall continue to be as follows:

(a) The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Core Improvements that are among the Completed Improvements have been and shall be allocated to the Participating Communities (also described in the Second Amended Agreement, as Amended, as "Core Communities"), as set forth in Article IX, Section 3(d) of the Second Amended Agreement, as Amended, including the Eastside Interceptor which has been and shall be allocated to the Participating Communities, as set forth in Article IX, Section 3(d)(i) of the Second Amended Agreement.

(b) The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Conveyance Expansion Improvements among the Completed Improvements have been and shall be borne by the Expansion Communities, as described in Article IX, Section 3(e) of the Second Amended Agreement.

(c) The costs of Debt Service on Bonds or Refunding Bonds issued under this Agreement to finance the acquisition or construction of the Southwest Area Diversion Project has been and shall be allocated as described in Article IX, Section 3(f) of the Second Amended Agreement as follows: two-thirds of the cost shall be allocated to the Participating Communities on the basis of the WRA Flow of such Participating Communities and one-third of the cost shall

be allocated to the Expansion Communities on the basis of the total WRA Flow of the Expansion Communities.

Additional costs for major capital improvement projects initiated prior to July 1, 2004, and funded through the budget have been allocated to the Participating Communities in the same percentages as the allocation of major capital improvement projects under the I.C.A. Agreement.

Section 6. Reversionary Interest in Completed Improvements. All rights to the use, operation and maintenance of all Completed Improvements are held by the WRA. Participating Communities have each obtained a Reversionary Interest in Completed Improvements as provided in the Second Amended Agreement, as Amended. The Reversionary Interest of the Participating Communities have been adjusted as provided in the Second Amended Agreement, as Amended, including without limitation adjustment by reason of capital contributions by certain newly admitted Participating Communities and will continue to be adjusted as provided in applicable provisions of the Second Amended Agreement, as Amended, through and including June 30, 2038. On and after July 1, 2038, the Reversionary Interest of each Participating Community shall be as set forth in Article XXIII Section 4(b) of this Agreement.

ARTICLE VII. CONSTRUCTION OF ADDITIONAL AUTHORIZED IMPROVEMENTS.

Section l. Construction of Additional Authorized Core Improvements. The Core Improvements, in addition to the Completed Improvements, that the Board is authorized and directed to undertake generally consist of the following:

Project	**Description**	**Reference**
Birdland Pump Station Replacement (a/k/a Birdland Pump & Force Main)	New pump station to replace existing Birdland Pump Station, and force main improvements	Exhibit 14
Southern Tier Interceptor – Phase 10, Segment 23	Parallel Interceptor from Southside Southside Des Moines River Interceptor to Southern Tier Equalization Basin	Exhibit 15
Ingersoll Run Outlet	New interceptor from Des Moines River Outfall to Ingersoll Run Combined Sewer Overflow	Exhibit 21
WRF Effluent Pumping	Pump station to lift effluent to Des Moines River under elevated river conditions	Exhibit 25
WRF Clarifier Improvements – Phase 2	Second phase of replacement of mechanisms and equipment on primary clarifiers and final clarifiers	Exhibit 26

Little Four Mile Interceptor – Phase 15, Segment 1	Parallel interceptor from Four Mile Interceptor to junction with Little Four Mile Interceptor South Branch and Little Four Mile Interceptor Extension	Exhibit 28
WRA Site Acquisition, Clearing, and Securing	Additional Property for future expansion	Exhibit 54
WRA Sewer Lining – Phase 3	Lining of Southwest Outfall	Exhibit 55
WRF Phosphorus Recovery	Phosphorus recovery improvements	Exhibit 56
WRF Disinfection Improvements	Disinfection improvements at WRF	Exhibit 57
WRF Biogas Flare System Improvements	Improvements to digester gas handling and flare system	Exhibit 58
WRA Sewer Lining – Phase 4	Lining of WRA sewers based on condition	Exhibit 59
WRF Aeration Basin Improvements	Improvements to the aeration basins and aeration system at WRF	Exhibit 60
WRA Sewer Lining – Phase 5	Lining of WRA sewers based on condition	Exhibit 61
WRA Personnel Facilities	Relocation of non-process facilities for treatment expansion	Exhibit 62
WRA Sewer Lining – Phase 6	Lining of WRA sewers based on condition	Exhibit 63
WRA Sewer Lining – Phase 7	Lining of WRA sewers based on condition	Exhibit 64
WRF Building 73 Improvements	Additional electrical generation for Emergency Power	Exhibit 65
WRF Buildings 50, 51, 52 Improvements	Improvements to the Return Sludge System	Exhibit 66

WRF Final Clarifier Expansion – Phase 1	Expansion of the final clarifiers	Exhibit 67
WRA Southwest Diversion Pump Station Odor Control	Odor control and corrosion control improvements	Exhibit 68
WRF Tricking Filter Demolition – Phase 3	Removal of Trickling Filters at WRF for future improvements	Exhibit 69
WRA Southwest Diversion Equalization Basin Odor Control	Odor control and corrosion control improvements	Exhibit 70
WRA Sewer Lining – Phase 8	Lining of WRA sewers based on condition	Exhibit 71
WRA Southside Des Moines River Interceptor – Phase 4	River Crossing and new influent WRF sewer	Exhibit 72
WRA Raw Water Pump Station and Preliminary Treatment	New headworks and preliminary treatment facilities	Exhibit 73
WRA Southwest Diversion Pump Station Modifications	Modifications to the Southwest Pump Station for frequent use	Exhibit 74
WRA Southwest Diversion Equalization Basin Modifications	Modifications to the Southwest Equalization Basin for frequent use	Exhibit 75
WRA Westside Pump Station Modifications	Modifications to the Westside Pump Station for future growth	Exhibit 76
WRA Southern Tier Pump Station Modifications	Modifications to the Southern Tier Pump Station for future growth	Exhibit 77
WRA Primary Treatment Facilities	New primary treatment facilities	Exhibit 78
WRA Influent Sewers Relocation	Relocation of influent sewers to New Headworks	Exhibit 79
WRF Digester and Dewatering Improvements	Improvements to digestion and Dewatering facilities	Exhibit 80
WRF Hauled Waste Facilities	Improvements to the hauled waste facilities	Exhibit 81

WRF Building 05 and Primary Treatment Demolition	Demolition of existing facilities for future facilities	Exhibit 82
WRF Second Outfall and Disinfection Facilities	Additional outfall for WRF and associated disinfection	Exhibit 83
WRF Primary Treatment Expansion	Expansion of primary treatment facilities	Exhibit 84
WRF Preliminary Treatment Expansion	Expansion of preliminary treatment facilities	Exhibit 85
WRF Gas Conditioning Improvements	Expansion of gas conditioning facilities	Exhibit 86
WRF Effluent Pumping Station No. 2	Additional pump station for effluent pumping to Des Moines River at elevated river conditions	Exhibit 87
WRF Final Clarifier Expansion – Phase 2	Expansion of the final clarifiers	Exhibit 88
WRF Biosolids Storage Expansion	Expansion for bio-solids storage	Exhibit 89
WRF Waste Thickening and Blended Sludge Facilities	Improvements to waste sludge thickening and blended sludge facilities	Exhibit 90
WRF Aeration Basin Expansion	Expansion of the aeration basins	Exhibit 91
WRF Digestion Facilities	Expansion of the digestion facilities	Exhibit 92

The above Core Improvements are included in the WRA Facility Plans and the general location, projected future cost of construction and anticipated year of construction thereof are shown in Exhibits attached to this Agreement. The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the above Core Improvements shall be borne by the Participating Communities, as set forth in Article IX, Section 3(c) of this Agreement.

Section 2. Construction of Additional Authorized Conveyance Expansion Improvements. The Conveyance Expansion Improvements, in addition to the Completed Improvements, that the Board is authorized and directed to undertake generally consist of the following:

Project	Description	Reference
Common Trunk Improvements	Parallel Interceptor from Southwest Equalization Basin to 73rd Street South of University Avenue	Exhibit 41
Clive-USSD Joint Trunk (a/k/a Joint Trunk Sewer Improvements)	Parallel trunk sewer from 73rd Street south of University Avenue to approximately 142nd Street and Douglas Parkway	Exhibit 42
Southern Tier Interceptor – Western Phase	Parallel Interceptor from Southern Tier Pump Station to east side of Highway 28	Exhibit 43

The above Conveyance Expansion Improvements are included in the WRA Facility Plans and the general location, projected future cost of construction and anticipated year of construction thereof are shown in Exhibits attached to this Agreement. The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Conveyance Expansion Improvements shall be borne by the Expansion Communities, as described in Article IX, Section 3(d) of this Agreement.

Section 3. Construction of Special Improvements. The Special Improvements, in addition to the Completed Improvements, that the Board is authorized and directed to undertake generally consist of the following:

Project	Description	Reference
Westside Interceptor	Parallel interceptor from Westside Pump Station to junction of Saylor Creek Interceptor and Beaver Creek Interceptor	Exhibit 31
WRA Pleasant Hill Pump Station Improvements	Improvements to the Pleasant Hill Pump Station	Exhibit 93
WRA Beaver Creek Interceptor Improvements	Parallel Sewer to Beaver Creek Interceptor	Exhibit 94
WRA West Des Moines Outfall, Segment 1 & 2 Improvements	Parallel Sewer to West Des Moines Outfall Sewer	Exhibit 95
WRA Pleasant Hill Force Main Improvements	Force main replacement for Pleasant Hill Pump Station	Exhibit 96

WRA Saylor Creek Interceptor – North Branch	Parallel Sewer to Saylor Creek Interceptor	Exhibit 97

The above Special Improvements are included in the WRA Facility Plans and the general location, projected future cost of construction and anticipated year of construction thereof are shown in Exhibits attached to this Agreement. The costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Special Improvements shall be borne or allocated among some or all of the Participating Communities, as described in Article IX, Section 3(g) of this Agreement, except the costs of Debt Service on Bonds issued for the purpose of acquiring and constructing the Westside Interceptor shall be borne or allocated among some or all of the Participating Communities as provided in Article IX, Section 3(d)(ii) of the Second Amended Agreement.

Section 4. Construction of Other Improvements and Small Capital Projects.

(a) In addition to the Improvements described in Sections 1, 2 and 3 of this Article, the Board is authorized to acquire and/or construct other necessary or desirable Core Improvements. Conveyance Expansion Improvements, and Special Improvements and to undertake Small Capital Projects in order to (i) maintain or optimize the capacity and performance of the WRA System; (ii) to maintain or improve operating efficiency or reduce operating costs of the WRA System or (iii) to extend or provide regional sewer service to particular areas, to the extent such Improvements or other Projects are not in conflict with, the WRA's purpose as set forth in this Agreement and are in compliance with Chapters 28E and 28F of the Code.

(b) The Participating Communities recognize and agree that their classification as either a Participating Community or an Expansion Community, or both, under this Agreement serves to obligate them to finance the acquisition and construction of the Core Improvements, Conveyance Expansion Improvements, and Special Improvements respectively, as well any other Improvements or projects designated by the Board as described in Subsection (a) of this Section, to the extent of the Bond financing authorized in Article XIII of this Agreement. In connection with a future amendment of this Agreement, the Participating Communities may determine to modify such classifications for purposes of constructing Improvements beyond those contemplated by this Agreement.

(c) Any Participating Community may acquire design flow capacity in any Conveyance Expansion Improvement undertaken in accordance with this Agreement. In such event, the requesting Participating Community shall notify the Board, in writing of its intention to participate in a Conveyance Expansion Improvement, which notice must be received prior to Board approval of the plans and specifications for the Conveyance Expansion Improvement. The requesting Participating Community shall be responsible for a proportionate share of the costs of acquiring and constructing such Conveyance Expansion Improvement, based on the proportion of its design flow allocation to the total design flow of each project segment of the Conveyance Expansion Improvement in which the Participating Community desires to participate, or such other fixed cost share as the applicable Conveyance Expansion Communities may determine and

be approved by the Board. The requesting Participating Community shall pay all such costs at such times and in such amounts as shall be determined by the Board, it being the intention of the Participating Communities not to utilize Bond financing authorized in Article XIII of this Agreement for such purposes.

(d) Notwithstanding anything in this Agreement to the contrary, any one or more Participating Communities may determine to undertake sanitary sewer improvements or extensions on their own, at their sole cost, under such terms as they shall agree upon. Any such improvements shall not be financed as provided in Article XIII of this Agreement and shall not be considered part of the WRA System. Provided, however, if such extension will make a connection to the WRA System, the Participating Community shall give written notice to the WRA Director of the nature and extent of such improvements prior to initiating design and construction of such improvements for the purpose of permitting effective planning and coordination with the WRA Facility Plans and compliance with subsection (e) of this Section.

(e) If one or more Participating Communities proposes to design or construct any sanitary sewer improvement, extension, pump station, force main, equalization basin, or other similar improvement that could reasonably be utilized, adapted or upsized to be a Conveyance Expansion Improvement or a Special Improvement as defined in this Agreement (a "Community Extension") and either (i) the proposing Participating Communities themselves request that such Community Extension be included as part of the WRA System; (ii) the proposed Community Extension is multi-jurisdictional because it will be of material benefit to more than one Participating Community; or (iii) the WRA Director with the advice of the Technical Committee determines that such Community Extension should for any reason be incorporated into the WRA System, the Proposing Communities must, prior to initiating design and construction of such Community Extension, obtain approval by Board resolution of the terms of an agreement relating to the proposed Community Extension ("Community Extension Agreement"). The terms of the Community Extension Agreement shall include the proposed scope of the Community Extension including the service area of the proposed Community Extension, the anticipated wastewater flowage, the Communities to be served, the location of the proposed connection to the WRA System, and the anticipated funding source for the Community Extension. Said information shall be used for Technical Committee review and recommendation to the Board, and for Board consideration, in relation to (1) the anticipated capacity of the proposed Community Extension and of the ability of the WRA System to accept such additional capacity and to operate and maintain the Community Extension, (2) the funding source to ensure that the WRA will not be obligated for any cost of design, property acquisition and/or construction of the Community Extension, and that said Community Extension shall be solely funded by the proposing Participating Community or Communities separately from this Agreement, (3) the planned service capacity to ensure that more than one Participating Community will be served and/or receive capacity from the Community Extension, (4) the need, and method if applicable, for WRA to substantiate the design and construction of the Community Extension, and (5) such other items as may be reviewed by the Board and/or Technical Committee, at their sole discretion. The Participating Community or Communities shall further provide any additional information requested by the Technical Committee, the Board, or the staff for the Operating Contractor. The terms of the Community Extension Agreement shall include a provision that the construction of the Community Extension shall be pursuant to plans and specifications that meet

WRA standards for its own projects and shall also include any provision requested by the WRA Director with the advice of the Technical Committee to upsize the capacity of the Community Extension for the benefit of the WRA at WRA's expense for any additional costs. The Board may approve the terms of the Community Extension Agreement as submitted, approve the terms of the Community Extension Agreement subject to revisions as deemed necessary for the Community Extension to become part of the WRA System, deny the terms of the Community Extension Agreement, or exercise the right to cause the WRA to construct the Community Extension as a part of a WRA Conveyance Expansion Improvement. The Participating Community or Communities, by resolution of their respective governing bodies, shall approve the Board-approved terms of Community Expansion Agreement prior to initiating design and construction of, and property acquisition for, the Community Extension.

If the terms of the Community Extension Agreement are approved by the Board, and if the Board does not elect to construct the Community Extension itself, the Participating Community or Communities shall design and construct the Community Extension in conformance therewith, and shall accept the Community Extension by governing body resolution prior to transfer of said Community Extension to the WRA. Following construction, the Community Extension shall be transferred by the Participating Community or Communities to the WRA pursuant to Article XV, Section 3 of this Agreement, and concurrently the maintenance bond for the Community Extension shall be assigned by the Participating Community or Communities to the WRA. Formal acceptance by the Board of the Community Extension, and of the maintenance bond(s) associated therewith, is required in order to effectuate the transfer and for such Community Extension to constitute an Improvement and part of the WRA System. The WRA shall not be required to accept any Community Extension from one or more Participating Communities that was not undertaken or transferred in compliance with this Section and/or that is not designed and constructed in accordance with the Board-approved terms of the Community Extension Agreement relating thereto.

(f) To the extent a Participating Community proposes to construct a new Participating Community conveyance system that could be constructed and connected to more than one WRA subsystems, in whole or in part, the Participating Community shall consult with the WRA on which WRA subsystem to which the Participating Community's subsystem should be connected and obtain a review of the proposed point or points of connection by the Technical Committee, and a recommendation of the Technical Committee to Board based on a balancing costs and benefits to the WRA and the Participating Community. After the recommendation of the Technical Committee is obtained, the Participating Community must, prior to initiating design and construction of such project, obtain approval by Board resolution of the point or points of connection to be constructed.

Section 5. Permitted Adjustments. Given the necessity for accommodating circumstances relating to particular projects as they arise, the Board shall have discretion, without Participating Community review, to make minor adjustments to the timing, sequence of construction, scope and location of all Improvements contemplated by this Agreement, and to approve plans and specifications, cost estimates, schedules of construction and cost allocations that do not differ materially from those set forth or described in this Agreement or the Exhibits to this Agreement, so long as the level of sanitary sewer service to be provided to those areas is not materially different from that contemplated by the Core Improvements, the Conveyance

Expansion Improvements and the Special Improvements. The Board shall further have discretion to make material substitutions, replacements and/or refinements to any Improvement contemplated by this Agreement, following written request for comment to the governing body for each Participating Community directly affected by the Improvement at issue and a notice and response period of thirty (30) calendar days following such request, and following Board consideration of comments received from each Participating Community upon such request, and in the event and to the extent that (1) the substitution or replacement advances the purpose of the originally planned Improvement in a more cost-effective manner that complies with state and federal requirements, including but not limited to environmental regulations, and substantially achieves the result of the originally planned Improvement, or (2) the substitution or replacement is required for compliance with state and federal requirements, including but not limited to environmental regulations. In conjunction with a request by a Participating Community to advance the schedule for construction of an Improvement from the date set forth on the applicable Exhibit to this Agreement, the Board may require such Participating Community to provide interim funding to the WRA in amounts and at the times deemed necessary by the Board to complete the design and construction of the Improvement without the issuance of Bonds, so long as the WRA agrees to reimburse the Participating Community for the amounts so advanced on terms acceptable to the Board and the Participating Community.

Section 6. Reversionary Interest in New Construction. All rights to the use, operation and maintenance of all Improvements constructed under the terms of this Agreement shall be and hereby are granted to and shall be held by the WRA. Participating Communities will obtain a Reversionary Interest in newly constructed Improvements in the manner as provided in the Second Amended Agreement, as Amended, for projects completed and accepted on or before June 30, 2038. Such Reversionary Interest will be adjusted as provided in the Second Amended Agreement, as Amended, including without limitation adjustment by reason of capital contributions by newly admitted Participating Communities and will continue to be adjusted as provided in applicable provisions of the Second Amended Agreement, as Amended, through and including June 30, 2038. On and after July 1, 2038, the Reversionary Interest of each Participating Community shall be as set forth in Article XXIII Section 4(b) of this Agreement.

Section 7. Recommended Design Flows. The Technical Committee shall recommend appropriate design flows for all new Conveyance Improvements and other Conveyance Improvements that adjust design capacity to be constructed under this Agreement, taking into account the needs of the affected Participating Communities and the optimization of the overall performance of the WRA System. The recommendations of the Technical Committee with respect to the design flows shall be presented to the Board and shall, upon Board approval, be included in the plans and specifications for the particular Improvements involved.

Section 8. Contracts for Construction. All contracts for construction of Improvements under this Agreement shall be considered and entered into by the Board, on behalf of the WRA and the Participating Communities, in accordance with applicable provisions of Iowa law.

ARTICLE VIII. OPERATION AND MAINTENANCE RESPONSIBILITIES.

Section l. Board Responsibilities for Operation and Maintenance. The Board shall operate and maintain the WRA System for the benefit of all Participating Communities. It is recognized that there are costs of workforce, equipment, supplies, repairs, reserves, replacements and additions of equipment, management costs, legal and engineering costs, audit costs, insurance, claims, expenses (including costs and penalties) incurred by reason of federal and state laws, regulations and requirements and other costs fairly and reasonably attributable to the operation and maintenance of the WRF and the WRA System that should be managed in the best interest of all of the Participating Communities collectively. All WRA System facilities shall be operated in such a way as to optimize their capacity and performance, and to accommodate the wastewater flows from each Participating Community to the extent practicable. It is recognized and agreed the Board may establish peak flow limitations for excess peaking flow or for excess Inflow and Infiltration at or exceeding volumes existing prior to the adoption of this Agreement and may impose the same on any Participating Community responsible for the same. The Board may provide Equitable financial or other incentives to Participating Communities to reduce flows attributable to Inflow and Infiltration or to otherwise reduce their flow levels or may impose Equitable fees or surcharges on Participating Communities related to excess peak flow or excess Inflow and Infiltration, but only after considering any or all the following criteria: (1) the benefits to be achieved by the WRA; (2) best practices as reasonably applicable to the WRA System; (3) conformity with the WRA Long Range Plan; (4) provisions for reasonable notice and periods of transition to allow for economic adjustments by Participating Communities in their own operations; and (5) improvements and processes that each Participating Community subject to any of the foregoing actions have previously implemented to reduce Inflow and Infiltration below that at or exceeding volumes referenced herein.

Section 2 Participating Community Responsibilities for Operation and Maintenance. Each of the Participating Communities shall be solely responsible for the operation and maintenance of its own sewer systems, but shall reasonably cooperate with and assist the WRA to facilitate the efficient and effective operation of the WRA System. Such cooperation and assistance shall include but not be limited to:

(a) Prompt and effective notice and communication with respect to operational problems as they arise;
(b) Assistance with WRA's management of flows;
(c) Cooperation with WRA's right of way acquisition and WRA's capital projects located within their respective jurisdictions;
(d) Cooperation in efforts to mitigate Inflow and Infiltration;
(e) Any other operation or maintenance assistance reasonably requested by the WRA or its Operating Contractors that the Participating Community may be able to provide without undue burden or expense.

Section 3. Staff and Contracts. In fulfilling its responsibilities, the Board may determine to employ such staff for such purposes and on such terms as it determines to be necessary or appropriate, or may enter into one or more Operating Contracts with one or more Operating Contractors for all necessary or desirable services, or both. The Board may define and

enforce applicable policies, parameters, goals and performance benchmarks for its employed staff and its Operating Contractors. If the Board determines to provide for the operation of the essential facilities that comprise the WRA System by contract rather than primarily through staff directly employed by the WRA, then the Operating Contracts shall include a single Operating Contract, referred to herein as the "Core Operating Contract" that shall provide for the operation, maintenance, and management of the essential facilities that comprise the WRA System as a single, integrated and managed operation. As of the Effective Date of this Agreement, the Amended and Restated Operating Contract shall be the Core Operating Contract required by this section for its defined term. Services under any Core Operating Contract may be supplemented by one or more additional Operating Contracts or by supplemental services under the Core Operating Contract.

Section 4. WRA Director.

(a) The Board shall appoint, by resolution, a qualified person to be the WRA Director. The WRA Director shall be the chief executive officer and chief administrative officer of the WRA and shall report directly to the Board in such capacity, subject to Sections 3.1, 3.2, and 3.5 of the Amended and Restated Operating Contract during its term. Except as limited by Section 3(c) if this Article, the WRA Director shall serve at the pleasure of the Board. The Board may also, in its discretion appoint, by resolution, a qualified person to be the WRA Deputy Director to act in the place of the WRA Director in his or her absence or incapacity and who shall also perform other duties as assigned by the WRA Director, subject to Sections 3.1, 3.2, and 3.5 of the Core Operating Contract during its term. In the event of a vacancy in the position of WRA Director occurs any WRA Deputy Director then serving shall act in the capacity of interim WRA Director, until a new WRA Director is appointed. If no WRA Deputy Director is then serving the Board shall appoint an interim WRA Director, by resolution, to serve until a new WRA Director is selected.

(b) If the Board desires to select a person to serve as WRA Director, on an interim or long term basis, who is an employee of the Core Operating Contractor, the appointment shall be only made in consultation with, and written concurrence of, the chief administrative officer of the Core Operating Contractor. In such case, in addition to reporting directly to the Board, the WRA Director shall also report directly to the chief administrative officer of the Core Operating Contractor on all matters affecting performance of the Core Operating Contract, and the WRA and the Core Operating Contractor shall establish processes and rules by agreement or policy to reconcile or mitigate potentially conflicting duties of the WRA Director to the Operating Contractor and to the WRA and the Board.

(c) With respect to a person serving as the WRA Director, who is an employee of the Core Operating Contractor, if the Board determines that the WRA Director is failing to perform his/her obligations under this Agreement, the Board shall give written notice to the chief administrative officer of the Core Operating Contractor which notice shall identify the performance concerns. The WRA Director will have ninety (90) calendar days following receipt of such written notice to cure the performance concerns as identified in the notice. If the WRA Board then determines, at the Board's sole discretion, that the WRA Director has failed to cure

the performance concerns within the ninety (90) day cure period, the Board may unilaterally terminate the WRA Director's appointment.

(d) In the event a vacancy occurs with respect to the position of WRA Director, if the person previously serving was an employee of the Core Operating Contractor, and unless the Board otherwise directs, the Core Operating Contractor, in consultation with the Executive Committee, shall initiate the process required for the Board to recruit, select, and appoint a new WRA Director. If the person previously serving was not an employee of the Core Operating Contractor, the Executive Committee shall initiate the process.

Section 5. Emergencies and Disasters. The WRA Board may adopt one or more policies respecting natural disasters and other emergencies under which provisions of this Agreement may be suspended and special authorities may be granted to the WRA Director and others under emergency conditions or other exigent circumstances in a manner consistent with applicable federal and state law and regulations. Such policies shall at a minimum define the conditions under which they apply, the special powers and authorities granted, and limits on the duration of the special powers and authorities. The Board may modify such policies at any time and from time to time. Each Participating Community shall be given written notice of such policies and each modification thereof.

ARTICLE IX. BUDGET

Section l. Fiscal Year. The WRA shall operate on the same fiscal year as a city under Iowa law.

Section 2. Schedule for Budget Preparation. Each year the Board shall cause there to be prepared and submitted to the Board and to the Participating Communities a proposed preliminary WRA budget for the next fiscal year. The preliminary WRA budget shall include, among other things, (i) a calculation of the annual operating cost shares (including amounts for all reserves to be funded), Debt Service allocated to each Participating Community as provided in this Agreement, and any surcharge payments imposed under Articles XI or XII of this Agreement; (ii) a comparison of the budgeted and actual WRA expenditures for the most recent previously completed fiscal year; (iii) a listing of pending and proposed Small Capital Projects and their estimated costs; and (iv) proposed annual assessments to be paid into the Renewal, Repair and Small Capital Project Fund and any applicable Debt Service. The Board shall establish the date, time and place for a hearing on the proposed WRA budget before the Board, and each Participating Community shall be notified thereof in writing not less than thirty days prior to the hearing. Upon the request of any Participating Community, the Board shall make available such reasonably accessible information, schedules, comparisons and analysis as may be deemed reasonably necessary by such Participating Community in order to fully analyze the proposed WRA budget.

Section 3. Allocation of Annual Budget Shares. In each annual WRA budget: (i) the annual budgeted costs of operation and maintenance (including but not limited to administrative expense, flow monitoring, industrial pretreatment, and additions to the Renewal, Replacement, and Small Capital Project Fund and the reserves for operating and working capital, and insurance

and claims); (ii) Debt Service; and (iii) any surcharge payments imposed under Articles XI or XII of this Agreement shall be allocated among the Participating Communities as follows:

(a) The cost of operation and maintenance of WRA System facilities, including general WRA administration, operation of flow meters, administration of the industrial pretreatment program, and the reserves for insurance and claims, shall be allocated to the Participating Communities on the basis of WRF Flow except as otherwise provided under Article XI of this Agreement.

(b) The costs of funding such other reserves as the Board shall determine to be necessary, including the Renewal, Replacement, and Small Capital Project Fund, operating and working capital reserves necessary to maintain cash flow and liquidity, and reserves established for the purpose of paying Debt Service on any series of Bonds or Refunding Bonds or securing the payment thereof, shall be allocated to the Participating Communities on the basis of WRA Flow, except as other provided under Article XI of this Agreement.

(c) The costs of Debt Service on Bonds or Refunding Bonds issued under this Agreement to finance the acquisition or construction of Core Improvements shall be allocated to the Participating Communities on the basis of the WRA Flow of the Participating Communities.

(d) The costs of Debt Service on Bonds or Refunding Bonds issued under this Agreement to finance the acquisition or construction of Conveyance Expansion Improvements shall be allocated to the Expansion Communities on the basis of the WRA Flow of the Expansion Communities

(e) The costs of Debt Service on Bonds or Refunding Bonds issued under this Agreement to finance the acquisition or construction of any other Improvements that are classified separately by the Board as being Special Improvements under this Agreement, (as authorized in Article VII, Section 4 of this Agreement) shall be allocated to those Participating Communities benefited by such Special Improvement in the manner as set forth in subsection (g) of this Section 3.

(f) If actual expenses for operation and maintenance of the facilities of the WRA System for any year (based on the audited financial statements) differ from the budgeted amount allocated to the Participating Communities for that year, the difference between the actual and budgeted amount shall be credited or charged to the Participating Communities in the next budget year on the basis of the WRF Flow as computed for the year in which the budget amounts were collected.

(g) For all Special Improvements, other than the Westside Interceptor, the proposed annual assessments shall be allocated on an Equitable basis among the Participating Communities based on the following criteria: (i) the Special Benefit to be provided to specific Participating Communities by the Special Improvement based on design flows; (ii) the general benefits, if any, to all Participating Communities; (iii) avoiding cross subsidies among Participating Communities; (iv) allocation of the Core Improvement aspects of any Hybrid Improvement to Participating Communities as a Core Improvement cost; (v) if more than two

Participating Communities have Special Benefit, by assignment of a percentage share of the Special Improvement, other than Hybrid Improvements, to all Participating Communities as a Core Improvement cost based on the number of benefited Participating Communities and (vi) any other factor required by the nature of the Improvement to match the Special Benefit provided to and the costs assigned to, specific Participating Communities. The process for, and calculation of, annual assessment for Special Improvements, including without limitation Hybrid Improvements, shall be in accordance with Exhibit 98 to this Agreement.

(h) Any surcharge payments imposed on a Participating Community under Article XII of this Agreement shall be allocated among the affected Participating Communities as provided by such Article or Board actions adopted thereunder.

Section 4. Rate Stabilization and Adjustments. Notwithstanding Section 3 of this Article, the Board, at any time, may (i) approve minor adjustments to the calculations of WRA Flow, or to WRF Flow, or both, when calculating the budget and the costs allocated to the Participating Communities, in order to reflect or take into account particular circumstances or conditions affecting flows of certain Participating Communities, and (ii) implement a system of rate stabilization for purposes of determining the annual allocated cost shares that are derived from flows as described in Section 3, and utilize a multi-year average of metered flows in lieu of those attributable to the immediate prior calendar year in determining the annual cost shares. Any such adjustment or system of rate stabilization shall be implemented or discontinued at the beginning of a fiscal year and shall be approved in connection with the approval of a WRA budget for that fiscal year.

Section 5. Budget Hearing. At or before the hearing on the WRA budget, any Participating Community may file with the Secretary of the Board such objections as it deems appropriate and at such hearing may appear and present such information as it desires in support of its objections. The Board shall consider all such objections and upon the termination of the hearing may, but need not, modify the budget, and shall thereafter adopt the budget as submitted or as modified; provided, however, that final action on the budget shall occur each year by no later than May 1st. Absent such final action thereon by the Board on or before such date, the budget, including the allocation of cost shares, shall be deemed adopted as of such date, subject to any modifications previously approved by the Board.

Section 6. Budget Arbitration.

(a) Any Participating Community may request arbitration of the budget or any part thereof as adopted or deemed adopted by the Board, so long as such request is filed with the Board within ten days following the date of approval or deemed approval of the budget by the Board. Such request shall also be sent by registered or certified mail to the American Arbitration Association, Chicago, Illinois and to each of the Participating Communities to whom an annual cost share of the budget has been allocated. That part of the budget or allocation so specified in the request for arbitration shall then proceed to arbitration under the rules of the American Arbitration Association and the decision of the arbitrator shall be final and binding upon all parties. In each instance, the Participating Community objecting to the budget shall have the

burden of establishing that each challenged allocation or budgeted expenditure was not calculated in accordance with this Agreement.

(b) The Participating Community requesting arbitration shall bear all the costs thereof unless the arbitrator determines that the item(s) for which arbitration was requested should be reduced or excluded or the allocation was not correctly calculated. In such case, the cost shall be deemed a WRA administration expense and allocated to all Participating Communities on the same basis as other administrative expenses.

(c) If the arbitrator does not make his or her decision by the beginning of the budget year, the Participating Communities shall make their payments to the WRA upon the basis of the adopted budget pending a decision by the arbitrator. If the budget is modified as a result of the arbitration, the Board shall credit or charge to each Participating Community any excess previously paid or additional amount due as a result of the arbitrator's decision, as applicable. If the cost share of a Participating Community is modified as a result of the arbitration, the Board shall credit or charge to that Participating Community any excess previously paid or additional amount due as a result of the arbitrator's decision, as applicable and shall adjust the cost shares of other Participating Communities accordingly. The arbitrator shall have the authority to direct and require the re-allocation or re-adjustment of budget items and/or allocation of cost shares to reflect the arbitrator's decisions.

Section 7. Imposition of Sewer Rates and Charges by Participating Communities; Payments to WRA.

(a) Each Participating Community shall pay to the WRA, and for that purpose shall impose by ordinance such sewer rates and charges on contributors in its respective community sufficient in amount, together with other funds or sources of revenues appropriated for that purpose, to contribute on a monthly basis to the WRA during each fiscal year, (i) its allocated share of the operating budget and Debt Service on Bonds and Refunding Bonds as determined in accordance with this Agreement, and (ii) any surcharge payments imposed under Articles XI or XII of this Agreement. Each Participating Community shall establish, maintain and revise such rates and charges from time to time whenever necessary as will always provide each Participating Community with sufficient revenue, together with other funds or sources of revenues as may be appropriated for such purpose, as will produce at least 110% of the amount necessary to pay Debt Service and the principal and interest on all outstanding Local Obligations during the fiscal year. If such rates and charges are not paid by the users of the sanitary sewer facilities as so provided in the ordinance, each Participating Community shall promptly certify the unpaid amounts to the appropriate county for collection.

The Board shall establish a policy respecting billing and payment of the amounts due to WRA from Participating Communities under this Article IX (the “WRA Participating Community Billing and Payment Policy") which shall include provisions for billing, due dates of payments, any late fees for payment after due dates, interest on unpaid balances that shall accrue after due dates, and related matters in the discretion of the Board. The Board may modify such policy at any time and from time to time. Each Participating Community shall be given written notice of the WRA Participating Community Billing and Payment Policy and each modification

thereof, and such policy as revised from time to time shall be deemed a part of the terms of service by the WRA to each Participating Community from and after the date on which such notices are given

Section 8. Priority of Payment Obligations.

(a) The obligation of each Participating Community to pay its allocated share of the WRA operating budget shall stand on a parity and equality of rank with respect to any prior pledge or covenant to fund operations and maintenance expenses made in connection with any other Local Obligations issued by the Participating Community.

(b) Each Participating Community shall treat its obligation to pay Debt Service under this Agreement as standing as nearly as practicable on a parity and equality of rank with respect to the lien and claim to the net revenues of the sanitary sewer utility of the Participating Community held by the holders of any other Local Obligations issued by the Participating Community, although it is recognized that such parity status may not be set forth in resolutions authorizing Local Obligations in all cases until currently outstanding Local Obligations are paid or discharged. Such parity status shall not extend, however, to any debt service reserve fund maintained by a Participating Community in respect of its Local Obligations. To that end, each Participating Community shall include provisions in any resolutions of its governing body authorizing the issuance of Local Obligations after the Effective Date of this Agreement to the effect that the obligation of the Participating Community to pay Debt Service under this Agreement shall have such parity status to the full extent authorized by the resolutions authorizing the currently outstanding Local Obligations.

(c) The financial officer of each Participating Community or, at the direction of the Board, an independent auditing firm selected by the Board and paid by the WRA, shall annually certify to the WRA, at the beginning of each fiscal year, to the effect that (i) the Participating Community has included the amount of its Debt Service obligations to the WRA for the coming fiscal year as an outstanding obligation for purposes of any applicable rate covenant made by the Participating Community for the benefit of the holders of any outstanding Local Obligations, (ii) the Participating Community has not issued any Local Obligations within the fiscal year then ending except on the basis set forth in subsection (b) above, and (iii) the Participating Community has imposed sufficient rates and charges or appropriated other funds in its budget for the next fiscal year sufficient in amount to timely pay its monthly payment obligations to the WRA during the next fiscal year.

Section 9. Payment Defaults.

(a) In the event of a failure by a Participating Community to make timely payment of any amount due to the WRA under this Agreement within the scope of the WRA Participating Community Billing and Payment Policy, the Participating Community shall incur interest and fees as provided in the WRA Participating Community in Billing and Payment Policy. Any obligations of a Participating Community to the WRA outside the scope of the Billing and Payment Policy that are not paid when due shall bear interest as provided by agreement, Chapter 535, of the Code, or applicable law.

(b) If any failure by a Participating Community to make a required payment to the WRA continues for a period of thirty (30) days, the Board shall have the right to take any action at law or equity as may appear necessary or appropriate to collect the amounts then due and thereafter to become due under this Agreement, including but not limited to those actions seeking money damages, specific performance or the appointment of a receiver to take control of the operation and management of the sanitary sewer utility system of the Participating Community.

(c) In the event a payment default by a Participating Community results in the expenditure of debt service reserve funds being held as security for any series of Bonds or Refunding Bonds, the Board promptly shall order the imposition of a special charge upon the Participating Communities in the amount necessary to fully replenish the reserve funds so expended, which shall be allocated among the Participating Communities on the basis of WRA Flow. Each Participating Community shall pay its allocated amount of the special charge to the WRA within ninety (90) days of the Board's action to impose the special charge. If however, the Board determines that the defaulting Participating Community is unlikely to timely pay its allocated share of the amount necessary to fully replenish the reserve fund, the Board shall allocate the share of the defaulting Participating Community to the other Participating Communities that are not in default, on the basis of WRA Flow (excluding for this purpose the flows of the defaulting Participating Community). A defaulting Participating Community shall be obligated to repay the WRA all amounts imposed as special charges under this subsection, together with interest thereon as provided in the WRA Participating Community Billing and Payment Policy, which the WRA shall in turn credit to the monthly payment obligations of the Participating Communities (on the basis of the WRA Flow used to impose the special charge) upon the WRA's receipt thereof.

ARTICLE X. FUNDS AND ACCOUNTS

Section 1. Funds and Investments. The Board shall establish and maintain appropriate funds and accounts for the purposes set forth in this Agreement including, but not limited to, separate accounts for operation and maintenance, administrative expenses, flow monitoring, industrial pretreatment, Debt Service on Bonds and Refunding Bonds and reserves for operating and working capital, insurance and claims and the Renewal, Replacement, and Small Capital Project Fund. The Board shall establish a policy to govern the Renewal, Replacement, and Small Capital Project Fund that shall include a minimum target fund balance, provisions for the replenishment of the target fund balance as needed, and provisions for funding by assessments of Participating Communities under the Annual Budget or by issuance of Bonds in the discretion of the Board. The Board may modify such policy at any time and from time to time.

All funds held by the Board shall be accounted for, managed and invested in compliance with Iowa law, including but not limited to Chapters 12B and 12C of the Code.

Section 2. Annual Audit. Annually the audit of the financial statements of the WRA shall be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and Chapter 11 of the Code.

The annual audit shall be conducted by an independent auditing firm engaged by the Core Operating Contractor for that year, unless the Board determines and notifies the Core Operating Contractor, prior to June 30th of any year, that the WRA audit shall be conducted by another independent auditing firm selected by the Board. Following the receipt of the audit report, the Board shall deliver a copy of the same to the Participating Communities and may appoint an audit committee or schedule a meeting of the Board for the purpose of having representatives of the independent auditing firm submit an oral presentation of the audit and answer questions as may be posed to them.

ARTICLE X-A. WRA PLANNING

Section 1. Long Range Plan. The Board, with the advice of any standing or ad hoc committee, shall prepare and adopt a long-range plan to meet the wastewater treatment, conveyance, and resource recovery needs of the Participating Communities over a planning horizon of not less than ten (10) years and shall revise such plan as needed as potential new Participating Communities are identified or admitted and as other circumstances dictate.

The WRA Long Range Plan shall include and take into account all factors relevant to the mission of WRA, including without limitation: (a) expected growth in, and other changes to, wastewater flows of the Participating Communities; (b) existing and anticipated regulatory requirements; (c) the WRA Facility Plans and WRA's capital and financing needs related thereto; (d) evaluation of Inflow and Infiltration to the WRA System and of possible mitigation strategies related thereto; (e) long range trends affecting wastewater treatment, including new technologies, resource recovery opportunities, sustainability issues, and impacts of climate change; (f) WRA's existing and future wastewater treatment capacities and requirements, including securing availability of additional sites for new facilities; (g) WRA's requirements under its Operating Contracts, Operating Contractor performance, and ongoing consideration of alternatives to existing Operating Contracts; (h) WRA governance initiatives and Board development; (i) emergency and disaster planning and policies; (j) strategic review of, and planning for, long term challenges and opportunities affecting the WRA mission, including potential expansion of Participating Communities, workforce needs and development, WRA executive development and succession, and ; and (k) all other matters necessary to assure the achievement of WRA's purposes for the benefit of the Participating Communities. It is expected the Long Range Plan will be forward-looking and will seek to anticipate change, rather than simply react to existing conditions and observed trends.

The initial WRA Long Range Plan, adopted after the Effective Date of this Agreement, shall take into account the WRA Treatment Facility Plan Update –2024 and the WRA Conveyance Facility Plan Update – 2024 and shall be expanded to reflect the guidance set forth in "Ten Attributes of Effectively Managed Water Sector Utilities", as promulgated by the United States Environmental Protection Agency and consider all factors relevant to the mission of WRA, including without limitation:

(a) Product quality
(b) Employee and leadership development
(c) Financial viability

(d) Enterprise resiliency
(e) Water resource sustainability
(f) Customer satisfaction
(g) Operational optimization
(h) Infrastructure stability
(i) Community sustainability
(j) Stakeholder understanding and support.

Subsequent revisions and updates to the Long Range Plan will consider either updated or current guidance from the United States Environmental Protection Agency or other authoritative, industry-specific guidance then available, as deemed relevant and helpful.

Section 2. Update to Long Range Plan. The WRA Long Range Plan shall be updated on a regular basis, and in any event no less frequently than every ten (10) years.

Section 3. Participating Community Participation.

(a) Each of the Participating Communities shall participate in, and support, the process of preparing and updating the WRA Long Range Plan by making its data and information available to WRA and to its planning staff and contractors. Each of the Participating Communities shall supply its best estimates of future wastewater flows in support of WRA's planning efforts within a reasonable time upon request. Information supplied by Participating Communities shall be based on uniform standards and principles for such information established by the Technical Committee.

(b) Prior to the original adoption of the WRA Long Range Plan by the Board, and prior to each update thereto, Participating Communities shall review, approve and certify to WRA confirmation of the WRA Long Range Plan's compliance with their individual needs over the intended time period covered by the applicable WRA Long Range Plan, or updates thereto.

Section 4. Implementation of WRA Long Range Plan. The Board shall be responsible, in its discretion, to operate WRA in accordance with the WRA Long Range Plan and to implement the WRA Long Range Plan's provisions. The Participating Communities shall provide reasonable assistance to the WRA and the Board in implementing the WRA Long Range Plan.

Section 5. WRA Facility Plans. In addition to the WRA Long Range Plan, the WRA shall at all times have current WRA Facility Plans adopted by the Board in compliance with applicable law that is consistent with, and informed by, the WRA Long Range Plan.

ARTICLE XI. SURCHARGES AND SPECIAL USAGE CHARGES TO CERTAIN PARTICIPATING COMMUNITIES

Section 1. Surcharges to Participating Communities. The Board may in its reasonable discretion impose Equitable surcharges on certain Participation Communities, including without limitation, any newly connected Participating Communities in lieu of capital

contribution or allocation of Debt Service for Bonds and may also impose incentive surcharges under Article VIII, Section 1 of this Agreement. Surcharges previously assessed as set forth in Exhibits 48-52 as attached to the Second Amended Agreement have been fully satisfied.

Section 2. Special Fees, Rates, Charges, and Surcharges. The Board shall have authority in its reasonable discretion exercised on an Equitable basis to establish special fees, rates, charges, and surcharges payable by Participating Communities, as necessary to allocate costs, burdens, and benefits on an Equitable basis to users under any special circumstances now existing or hereafter arising. Rates, fees, and charges charged to persons and entities that benefit from the services provided by WRA that are not Participating Communities shall be set in the sole discretion of the Board at or above the full costs of providing the services and in the best interest of the WRA.

ARTICLE XII. NEW PARTICIPATING COMMUNITIES

Section 1. Admission of New Participating Communities. During the term of this Agreement, additional cities, counties or sanitary districts organized under Chapter 358 of the Code may be admitted to membership as a Participating Community, and thereby become entitled and subject to all of the benefits and obligations of this Agreement. Any newly connecting community may commence full participation in this Agreement as a Participating Community at the beginning of any fiscal year, upon Board approval and execution of a supplement to this Agreement by such newly connecting community and the WRA prior to November 15th of the year preceding the fiscal year in which the newly connecting community would become a Participating Community. Any such supplement shall be signed by the Chair and the Secretary on behalf of the WRA and by authorized officers of the newly connecting community. Any such supplement shall: (i) designate the newly connecting community as an Expansion Community for purposes of this Agreement: (ii) obligate the newly connecting community to comply with all of the provisions of this Agreement applicable to Participating Communities; (iii) specify the weighted voting power of the newly connecting community for the first three fiscal years after the date upon which the newly connecting community becomes a Participating Community under this Agreement based on factors the Board deems relevant under all the facts and circumstances; and (iv) contain such other terms and conditions as the Board shall determine to be appropriate in light of the service to be provided to the newly connecting community.

Section 2. Voting Rights. A newly connecting community shall be entitled to representation on the Board and the voting rights as provided in this Agreement, with such representation and voting rights to commence on the first day of the fiscal year following the date upon which the newly connecting community becomes a Participating Community under this Agreement. The weighted voting power assigned to the Board representative(s) of the newly connecting community for the first three fiscal years shall be as specified by the Board in the supplement as provided for in Section 1 of this Article, and shall thereafter be as provided in this Agreement.

Section 3. Budget Share Allocations. Upon becoming a Participating Community, a newly connecting community shall commence payments of the annual budget shares allocated to

it in the WRA budget for that fiscal year and thereafter, as set forth in Article IX of this Agreement. Except as expressly provided in the supplement to this Agreement executed by the newly connecting community and the WRA, the Debt Service allocation for a newly connecting community, shall be based upon only those Bonds issued after the first day of the fiscal year in which the newly connecting community becomes a Participating Community, and the newly connecting community shall have no liability with respect to Debt Service on Bonds issued prior to said date. As set forth in Article IX, Section 3, Debt Service on Bonds issued under this Agreement after the date the newly connecting community becomes a Participating Community shall be allocated to such Participating Community on the basis of (i) its classification as an Expansion Community under this Agreement and (ii) the WRA Flow of the Expansion Communities.

Section 4. Capital Contribution.

(a) Each newly connecting community shall make a capital contribution or surcharge payments to the WRA for its use of (i) the WRF, (ii) that portion of the WRA System constructed under the I.C.A. Agreement and (iii) Improvements constructed under the Second Amended Agreement, as Amended, and this Agreement, and all predecessor agreements, with such capital contribution or surcharge payments being paid in lieu of any liability for Debt Service on Bonds and Refunding Bonds issued prior to the date that the newly connecting community becomes a Participating Community. Upon receipt by the Board of recommendations from the Technical Committee and the Finance Committee, the amount of the capital contribution or surcharge payments and the extent of the Reversionary Interest to be acquired shall be determined by the Board, and detailed in the supplement to this Agreement referred to in Section 1 of this Article. The Board may determine to accept a cash payment from the newly connecting community in respect of all or any portion of the required capital contribution, or may agree to a schedule of surcharge payments to be made by the newly connecting community over a period of years. As the capital contribution or surcharge payments are paid, the newly connecting community will acquire a Reversionary Interest as provided in such supplement to this Agreement. Notwithstanding the foregoing, on and after July 1, 2038, the Reversionary Interest of each newly connecting community shall be as set forth in Article XXIII Section 4(b).

(b) All contributions or surcharge payments received by the WRA from a newly connecting community for a project constructed under the provisions of the I.C.A. Agreement shall be credited to the monthly payment obligations of the Participating Communities on the basis of their respective Reversionary Interest in each respective component of the WRA System facilities for which the contributions or surcharges were applicable based on the Reversionary Interest of each Participating Community at the time of admission of the newly connecting community. All contributions or surcharge payments received by the WRA from a newly connecting community for Improvements constructed under the provisions of the Second Amended Agreement, as Amended, or this Agreement shall be credited to the monthly payment obligations of the Participating Communities based on the percentage of the project cost paid by each Participating Community in each respective component of the WRA System facilities at the time of admission. In each case, the Board shall determine the specific amounts to be so credited under this subsection upon receipt by the Board of a recommendation from the Technical Committee.

ARTICLE XIII. ISSUANCE OF BONDS

Section 1. Obligations and Use of Reserves Authorized.

(a) As a means of financing the acquisition and construction of Improvements to expand, extend and upgrade the WRA System described in this Agreement or to pursue Sponsored Water Resource Projects, the Board is authorized to issue its Bonds and Refunding Bonds under the authority of Chapter 28F of the Code, or as otherwise may be authorized by law from time to time for the purposes set forth in this Agreement.

(b) The Board also is authorized, in its sole discretion, to utilize existing WRA reserves or other available funds, not otherwise obligated or previously appropriated for another purpose, (i) to pay all or any portion of the costs associated with the acquisition or construction of any Core Improvements, in lieu of issuing Bonds for the same under this Agreement, and (ii) for the purpose of advancing, on a temporary basis, all or any portion of the costs associated with the acquisition or construction of any Improvements, with the intent of reimbursing such advanced funds with a subsequent issuance of Bonds.

Section 2. Consent to Issuance.

(a) By their approval and execution of this Agreement, the Participating Communities hereby consent to and authorize the Board, pursuant to Section 28F.3 of the Code, to issue Bonds as and to the extent described in this Section for the purposes of acquiring and constructing the Improvements contemplated by this Agreement, and hereby ratify and confirm their prior consent to the issuance of all Bonds outstanding on the Effective Date of this Agreement. The Participating Communities further consent to and agree that such Bonds may be issued and sold by the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers and for such purposes, by either public or private sale, at fixed or variable rates of interest as shall be prevailing at the time of issuance of the Bonds, but which shall not exceed 15% in any event, with such covenants and terms and in such form and manner as the Board shall determine to be appropriate, in its sole discretion. The Bond offering schedule attached to this Agreement as Exhibit 100 indicates the estimated principal amounts and years during which Bonds are currently expected to be issued by the Board in the future, which schedule shall be deemed to update and replace the preliminary offering schedule set forth on Exhibit 31 to the Original Agreement and Exhibit 53 to the Second Amended Agreement. The Participating Communities further consent to and authorize the Board to adjust the principal amount or time of offering of any of the Bonds from the amounts and times set forth on the schedule attached as Exhibit 100 at the time of the sale and issuance of any series of the Bonds in order to respond to changes in the costs, schedule or sequence of construction of the Improvements contemplated by this Agreement, or to market conditions then prevailing, or to otherwise complete the sale on terms deemed advantageous by the Board under the circumstances then and there existing, so long as such modified terms are approved by the Board at the time of sale of the Bonds. Notwithstanding the foregoing grant of discretion to the Board, all Bonds authorized and issued by the Board under this Agreement shall be scheduled to mature so that the aggregate principal amount of all Bonds outstanding on June 30 of each year during

the term of this Agreement does not exceed Nine Hundred Seventy-Five Million Dollars ($975,000,000.00).

(b) In addition to the Bonds authorized in subsection (a) of this Agreement, the Participating Communities hereby consent to and authorize the Board, pursuant to Section 28F.10 of the Code, to issue Refunding Bonds for the purpose of refunding or refinancing any of the Bonds during the term of this Agreement. Such Refunding Bonds may be issued and sold by the Board in multiple series, at such times and from time to time over a period of years, in such amounts, to such purchasers by either public or private sale, at such rates of interest as shall be prevailing at the time of issuance of the Refunding Bonds, but which shall not exceed 15% in any event, with such covenants and terms and for the purpose of refunding or refinancing such series of Bonds as the Board shall determine to be appropriate.

(c) To the extent permitted by law, the Board is authorized to and may enter into, amend or terminate, as it determines to be necessary or appropriate, Interest Rate Agreements or other contracts entered into for the benefit of the WRA or for the benefit of any of the holders of the Bonds or Refunding Bonds to facilitate the issuance, sale, resale, purchase, repurchase or payment of any of the Bonds or Refunding Bonds, including bond insurance, letters of credit and liquidity facilities.

(d) Any unspent Bond proceeds may be reallocated by the Board and applied to pay the costs of other Improvements that are of the same classification (e.g., Core Improvement, Expansion Improvement or Special Improvement) as those Improvements for which the Bonds were initially issued.

Section 3. Not General Obligations. The principal of and interest on all Bonds and Refunding Bonds issued under this Agreement shall be payable solely from and secured by the net revenues of the WRA System facilities and from other funds of the WRA lawfully available therefore as provided in Section 28F.5 of the Code, or other applicable provisions of law, and the Bonds and Refunding Bonds shall not in any respect be general obligations of the Participating Communities, nor shall the Participating Communities be in any manner liable by reason of such net revenues or other funds being insufficient to pay the Bonds and Refunding Bonds.

Section 4. Allocations of Debt Service. Following the issuance of the Bonds and Refunding Bonds and for so long as any of the Bonds and Refunding Bonds remain outstanding, the Debt Service thereon shall be allocated to the Participating Communities in accordance with Articles IX, XI and XII of this Agreement, and each Participating Community agrees to pay its allocated share of such Debt Service to the WRA at the times set forth in this Agreement.

Section 5. Cash Payments in lieu of Bonds. Prior to each issuance of Bonds, the Board shall notify each Participating Community of the anticipated schedule for the proposed Bond issuance, the Improvements to be financed with the Bonds, the anticipated Debt Service repayment schedule, and an estimate of each Participating Community's share of Debt Service on the proposed Bonds (using the most recent WRA Flow available). Each Participating Community shall have the right, during the period of time established by the Board and set forth in the notice of the proposed issuance, to make a cash payment to the WRA equal in amount to

the present value of the Participating Community's estimated share of Debt Service on the proposed Bonds (using the most recent WRA Flow available and a discount rate equal to the estimated true interest cost of the proposed Bonds, as determined by the Board). Upon receipt of such payment, the Board shall reduce the principal amount of the proposed Bonds to be issued accordingly (the amount of such reduction being determined by the Board), and shall hold the funds paid by the Participating Community in a separate account and invest the same as the Participating Community shall direct. The Board thereafter shall be authorized to draw upon such funds from time to time, on a proportionate basis with the proceeds of the Bonds, to pay for the costs of the particular Improvements in respect of which the cash payment was received, and thereafter shall credit the same on behalf of the Participating Community to the costs of the Improvements being acquired. At the end of every fiscal year following such cash payment, and at the final maturity of the Bonds in respect of which the cash payment was made, the Finance Committee shall reconcile the cash payment made by the Participating Community for the period under review to an updated Debt Service schedule for the principal amount of the Bonds initially proposed to be issued (prior to the cash payment being made), reflecting the actual interest rates on the Bonds as issued, actual WRA Flow during the period under review and the actual true interest cost of the Bonds as issued (for purposes of the present value calculation). If the reconciliation by the Finance Committee demonstrates that the cash payment made by the Participating Community for the period under review was less than the amount that would have been required under the updated Debt Service schedule, the Participating Community shall promptly pay the shortfall to the WRA upon notice thereof. If the reconciliation demonstrates that the cash payment made by the Participating Community was in excess of the amount that would have been required under the updated Debt Service schedule, the WRA shall credit the excess amount to the monthly payment obligation of the Participating Community under Article IX, Section 7 of this Agreement. The Board shall have discretion to adjust the methodology set forth in this section as it may determine to be necessary to ensure equity among the Participating Communities in the cost allocations used to determine the appropriate cash payment amount. The Board has adopted a WRA Cash Contribution in Lieu of Bonds Policy for administering this section, which may be modified at any time, and from time to time, provided, however, that no change to such Policy shall be applied retrospectively unless such change reflects is Equitable to all Participating Communities.

Section 6. Restriction on Withdrawal. The Participating Communities further agree that, except as specifically provided in Article XXII, Section 1 of this Agreement, no Participating Community may withdraw or in any way terminate, amend or modify in any way its obligations under this Agreement to the detriment of the holders of the Bonds and Refunding Bonds while any of the Bonds and Refunding Bonds are outstanding and unpaid, and the provisions of Section 28F.3 of the Code with respect thereto are hereby approved and accepted.

Section 7. Future Interpretation. The provisions of this Article are intended and shall be construed as to fully invoke the provisions of Chapter 28F of the Code with respect to the issuance of the Bonds and Refunding Bonds by the Board as described herein, and to reflect the full authorization, consent and agreement of the Participating Communities to the issuance of the Bonds and Refunding Bonds on the terms, at the times, in the amounts and for the purposes set forth in this Article.

ARTICLE XIV. CONNECTIONS, TRANSFERS, AND RECORDS OF REVERSIONARY INTEREST

Section 1. Connections Outside of Participating Community Service Area and Transfers of Interests.

(a) No Participating Community shall permit any new connections to its facilities outside the boundaries of the service area of the Participating Community, as it currently exists, or as it may be expanded by completed annexation under Section 1 of Article XVII, unless: (i) the connection is in an area subject to a pending annexation by a Participating Community and the WRA Director determines such a connection will not adversely affect the operations and needs of the WRA; or (ii) the WRA Director otherwise determines that such a connection will not adversely affect the operations and needs of the WRA and that determination is presented to, and approved by, the Board.

(b) No Participating Community shall enter into any agreements or other arrangements providing for a transfer or conveyance of any rights or interests in or to its sanitary sewer facilities, by or with any municipality, political subdivision or other entity that is not itself a Participating Community under the terms of this Agreement unless presented to, and approved by, the Board.

(c) Any proposed agreements or arrangements with respect to the transfer of rights or interests of Participating Communities in WRA System facilities between or among two or more Participating Communities shall be reported to the WRA Director and shall not be effective unless presented to, and approved by, the Board.

(d) The arrangements that require the approval of the Board under subsection (c) of this Section include arrangements allowing Participating Communities to acquire capacity in Improvements from Participating Communities that have such capacity, where the acquiring Participating Community had no, or only a limited, Reversionary Interest in the Improvement before the arrangement, and in such case the prior consent of all Participating Communities having a reversionary interest in the Improvement shall also be required.

Section 2. Records of Reversionary Interest. Records sufficient to determine the Reversionary Interest of each Participating Community under the terms of the Second Amended Agreement, as Amended, shall be retained and maintained by the WRA until June 30, 2038, and records sufficient to determine the Reversionary Interest of each Participating Community under Article XXII Section 4(d) shall be retained and maintained by the WRA thereafter. The Technical Committee shall prepare recommended schedules reflecting the Reversionary Interest held by each of the Participating Communities for consideration by the Board when and as needed, or as requested by the Board.

ARTICLE XV. ACQUISITION AND DISPOSITION OF PROPERTY

Section 1. Acquisition. The WRA may acquire such property as it needs to accomplish its public purposes by purchase, gift, exchange, transfer, conveyance or otherwise,

and shall hold all real, personal and intangible property which it acquires in its own name. To the extent authorized by law, the WRA also may acquire real property or an interest therein for a public use or purpose related to its function by use of the power of eminent domain, and is authorized to bring an action in eminent domain in its own name or may request a Participating Community to bring such action, which the Participating Community shall then do so long as the WRA shall fully reimburse the Participating Community for all costs of acquisition, including the damages to be paid to the owner of the property being so acquired and all related administrative and legal expenses incurred by the Participating Community to complete the acquisition. In the event the Board determines not to pay the award made by the compensation commissioners and take possession of the property at the conclusion of the eminent domain proceedings or any appeal thereof, the WRA shall reimburse the Participating Community for the costs and expenses as aforesaid and any attorney fees or damages awarded to the property owner.

Section 2. Disposition. The WRA may dispose of any of its property and shall do so in the same manner as a city under Section 364.7 of the Code. All proceeds from the sale or disposition of property, without regard to the origin of such property, shall be the property of the WRA.

Section 3. Acquisition from Participating Communities. In addition to the rights of the WRA as set forth in Section 1 of this Article, the WRA may request such real property or property interest(s) as it needs to accomplish its public purposes from any Participating Community in relation to the construction, use, operation, maintenance, or other purpose of any Improvement(s). In the event that such a request is made, the Participating Community shall, within a reasonable time thereafter, and in no event more than ninety (90) days thereafter, grant to the WRA the requested real property and/or property interest(s) in a form approved by the WRA, but only to the extent the Participating Community owns and possesses the real property or property interest(s) needed by the WRA and has the power to grant such real property or property interest(s) to the WRA. If the Participating Community does not own and possess the specific real property or property interest(s) needed by the WRA, it shall use its best efforts to assist the WRA in the WRA's acquisition of such real property or property interest(s). The Participating Communities and Associate Communities shall follow applicable statutory procedures, subject to reasonable approval by the WRA, to provide notice and hearing when conveying the requested real property and/or property interest(s) to the WRA, and shall provide documentation in order to demonstrate statutory compliance prior to the WRA's acceptance of the real property and/or property interest(s). The requested conveyances from the Participating Communities or Associate Communities to the WRA shall be at no cost to the WRA, unless and only in the event that the requested real property and/or property interest(s) will not be used directly by the WRA for public purposes and/or will immediately thereafter be conveyed by the WRA to a third party for property acquisition settlement purposes in relation to a WRA construction project, land exchange purposes, or similar purposes.

ARTICLE XVI. NPDES PERMIT AND INDUSTRIAL PRETREATMENT PROGRAM

Section l. WRA NPDES Permits. The WRA shall apply for, obtain and hold all State of Iowa and federal permits necessary for the operation of the WRA System, including the

NPDES Permit for the WRF issued by the IDNR. The Operating Contractor is authorized to continue the operation, maintenance and management of the WRF as required by the WRF NPDES Permit and all other applicable permits. The Operating Contractor is further authorized to negotiate on behalf of the WRA the issuance of replacement and/or renewal WRF NPDES Permit(s) and all other applicable State and federal permits relating to the WRF and the WRA System, such permit(s) to be issued to and held in the name of the WRA to the extent allowed by law.

Section 2. Administration of Industrial Pretreatment Program. Under the NPDES Permit issued by the IDNR for the WRF, the permit holder is required to establish, maintain in effect and continuously administer and enforce an Industrial Pretreatment Program consistent with federal regulations and as approved by the IDNR. Pursuant to said federal regulations and the NPDES Permit issued by the IDNR, the holder of the NPDES Permit is required to report in writing to the IDNR regarding a variety of matters, including but not limited to (a) the identity and location of all possible industrial users which might be subject to the Industrial Pretreatment Program, (b) the identity and location of a "major contributing industry" (as defined in the NPDES Permit), (c) the identity and location of a major contributing industry proposing an expansion, production increase or process modification that may result in the discharge of a new pollutant or a discharge in excess of limitation stated in an existing pretreatment agreement, and (d) the identity and location of a new major contributing industry from whom a Participating Community has committed to accept wastewater. The Participating Communities hereby agree to assist the WRA in meeting all such reporting requirements, as required by current or future federal regulations or NPDES Permits, by notifying the Board, or the Operating Contractor or Board staff if so directed by the Board, of the proposed connection of any new commercial or industrial facilities to their sanitary sewer systems, of any increase in size or increase in wastewater discharge of existing commercial or industrial facilities, or of any other matters related thereto, such notification to occur far enough in advance of such new connection, expansion, or introduction of wastewater to permit the WRA to comply with the above referenced reporting requirements. A newly connecting community shall, as a condition of its admission to the WRA, conduct a census of all commercial or industrial facilities within its corporate boundaries or sanitary sewer service area, utilizing census criteria provided by the WRA, and shall report the results of such census to the Board, or to the Operating Contractor or Board staff if so directed by the Board, prior to its admission to the WRA.

Section 3. Adoption of Ordinances. The Participating Communities and Associate Communities hereby agree to enact industrial pretreatment ordinances in a form consistent in all respects with those approved by the Board. In the case of a sanitary district which is a Participating Community, the district shall either enact such an industrial pretreatment ordinance or cause the underlying city within which the district lies, to enact an industrial pretreatment ordinance. Thereafter, all Participating Communities and Associate Communities shall maintain those ordinances in continuous effect and update and amend the ordinances as may be requested in writing by the Board.

Section 4. Enforcement. The Participating Communities and Associate Communities hereby assign authority for enforcement of the industrial pretreatment ordinances enacted within their respective jurisdictions to the Board, which shall be authorized to further assign specific

duties and responsibilities with respect to the industrial pretreatment program and enforcement of industrial pretreatment ordinances to the Operating Contractor to the extent permitted by law. The Appeal Committee shall hear and decide appeals of industrial permittees from decisions of the Operating Contractor with respect to the suspension or revocation of wastewater discharge permits due to prohibited discharges.

ARTICLE XVII. ANNEXATION AND SERVICE TERRITORIES

Section l. Annexation Not Prohibited. This Agreement shall not be construed or interpreted to prohibit the annexation by a Participating Community that is a city of a portion of the unincorporated area of a county, including without limitation a county that is a Participating Community or an Associate Community, so long as the same is undertaken in accordance with all applicable provisions of the Code. Upon the effective date of any such annexation, the Participating Community that is carrying out the annexation shall be deemed to have acquired the service area flows and population of the annexed area for all purposes of this Agreement, and the county in which the annexed area is located, if it is a Participating Community, shall be deemed to have released the service area flows and population of the annexed area for purposes of this Agreement.

Section 2 Reversionary Interest Retained. Any Reversionary Interest in the WRA System facilities serving an annexed area shall be deemed to remain with the affected county, unless separately acquired by the Participating Community that undertakes the annexation.

Section 3 Sanitary District Expansion. In the case of a sanitary district which is a Participating Community, the sanitary district shall not acquire a service area within any incorporated area of a city (with the exception of acquisition by the Urbandale Sanitary Sewer District of any portion of the City of Urbandale) which is not a Participating Community unless such acquisition has been approved by the Board.

ARTICLE XVIII. CONSOLIDATION OR MERGER OF PARTICIPATING COMMUNITIES

Section 1. Consolidation or Merger Not Prohibited. This Agreement shall not be construed or interpreted to prohibit the consolidation or merger of two or more Participating Communities so long as the same is undertaken in accordance with all applicable provisions of the Code. Upon the effective date of any such consolidation or merger, the surviving entity shall be deemed to be a Participating Community under this Agreement and shall be deemed to have the service area flows and population of the consolidated or merged area for all purposes of this Agreement. The consolidated or merged entity that results from the consolidation or merger shall be deemed to be a Participating Community for all purposes of this Agreement and shall provide details of the completed consolidation or merger to the Board promptly upon the same becoming effective. The Board shall adjust the locations of any flow meters that may be affected by the consolidation or merger, and shall reflect any such adjustments in flow levels in the following year's annual budget. Adjustments in the population of a Participating Community or the WRA Flow or WRF Flow of a Participating Community as a result of the consolidation or merger shall be given effect under this Agreement from and after the date that the consolidation or merger becomes effective. The Reversionary Interest in the WRA System facilities serving the

consolidated or merged area shall be deemed to be held by the Participating Community that results from the consolidation or merger from and after the effective date of the same.

ARTICLE XIX. DISCONTINUATION OF SANITARY DISTRICTS

Section l. Discontinuation. It is recognized and agreed that the Code currently permits a sanitary district to convey its interest to a city within which part or all of its boundaries lie and discontinue itself, so long as the city agrees to assume the duties, responsibilities, obligations and functions of the sanitary district. The Participating Communities therefore agree that if a Participating Community that is a sanitary district is so terminated, the Board shall be deemed to have approved the conveyance if the city assuming the sanitary district's responsibilities is itself a Participating Community and if the city has accepted and assumed all responsibilities of the sanitary district as they pertain to the WRA. In such event, the Participating Community assuming and accepting such responsibilities shall be deemed to have acquired the population and service area flows of the former sanitary district without additional approvals or requirements.

Section 2. Board Discretion. If in connection with the discontinuance of any sanitary district that is a Participating Community the duties, responsibilities, obligations and functions of the sanitary district are assumed by more than one city or other public agency, or are not fully assumed and accepted by another Participating Community to the satisfaction of the Board, the Board may determine, in its sole discretion, whether and to what extent the assumed interest shall entitle a particular city or other public agency to representation on the Board and status as a Participating Community under this Agreement.

ARTICLE XX. AMENDMENTS

Section 1. Amendments. This Agreement may be amended for any purpose upon approval by a 90% weighted vote, determined in accordance with Article III, Section 3 of this Agreement, of the representatives of the Participating Communities on the Board, taken at a Board meeting called for that purpose, and shall become effective upon execution of a written instrument incorporating such amendment(s) by the governing bodies of those Participating Communities whose representatives voted in favor of such amendment(s) and the filing thereof as provided by law. All amendments adopted pursuant to the provisions of this Article shall be binding upon all Participating Communities.

ARTICLE XXI. BEST EFFORTS, INDEMNIFICATION, AND DISPUTE RESOLUTION

Section 1. Disclaimer. The Participating Communities agree that the WRA facilities heretofore and hereafter designed and constructed for or by the WRA are special purpose structures. Neither the Board as successor to the Management Agency, nor the initial Operating Contractor hereunder and as successor to the Operating Agency, warrant or guarantee that WRA System facilities existing as of the date of this Agreement were appropriately designed or constructed, or that they will function efficiently or accomplish the purpose for which they were designed, nor does the Board or the initial Operating Contractor warrant or guarantee that the Improvements will be built within any time frame or that, once designed and constructed, they

will function efficiently or accomplish the purpose for which they were designed. The Board and the initial Operating Contractor will exercise the judgment that a public body generally exercises in the selection of the design engineer or engineers, letting the construction contracts, and in monitoring the actual construction of such special purpose facilities.

Section 2. Best Efforts. Each Participating Community agrees to cooperate in good faith with the Board and the other Participating Communities, exercise diligence in performing its obligations hereunder and use its best efforts to carry out the provisions of this Agreement.

Section 3. No Liability. No Participating Community shall be liable to any other Participating Community by reason of any failure to finance or construct any of the Improvements, or to provide any sanitary sewer services contemplated by the Improvements, or for any negligence or error of judgment on the part of the Board, except for any bad faith or willful disregard for the terms of this Agreement.

Section 4. Indemnification. Each Participating Community agrees to indemnify the WRA, the Board and the other Participating Communities, including the initial Operating Contractor hereunder, and hold them harmless for any fine or penalty imposed on the WRA due to an identifiable violation of law, regulation, permit or standard which is attributable to action or inaction by the Participating Community.

Section 5. Remedies. In addition to any other remedies available under applicable law, each Participating Community and the Board shall have the right to the remedy in equity of specific performance to enforce compliance with any provision of this Agreement.

Section 6. Notices. All notices which the Participating Communities and the Board are authorized or required to give one another under this Agreement shall be in writing and may be personally delivered or sent by ordinary mail (i) in the case of the Board of the WRA, to Chair, WRA Board, c/o Des Moines Wastewater Reclamation Facility, 3000 Vandalia Road, Des Moines, Iowa 50317, and (ii) in the case of any Participating Community, to the presiding officer of the governing body of the Participating Community at the address then on file with the Secretary of the Board. Mailed notices shall be deemed to be received by the party to whom they are directed one business day after the date they are postmarked. Any Participating Community may designate another address or specific person to whom the notice should be directed upon written notice thereof to the Secretary of the Board. The WRA may designate another address to which notice should be directed by written notice to each Participating Community and Associate Community.

Section 7. Dispute Resolution – Negotiation, Mediation and Arbitration.

(a) Each of Participating Communities, the Associate Communities, and the WRA mutually agrees that it will negotiate in good faith with respect to any issues, claims or disputes among or between any of them arising out of this Agreement.

(b) No Participating Community, Associate Community or the WRA shall commence any legal proceeding against any other party to this Agreement to resolve any issues, claims or

disputes arising out of this Agreement unless it has first conducted mediation of such issues, claims or disputes with a neutral mediator selected by the WRA Director for a period of not less than thirty (30) days. The parties to any such mediation shall be deemed to have agreed to the tolling of any applicable statute of limitations during the pendency of any mediation under this provision.

(c) Each Participating Community, each Associate Community, and the WRA mutually agree that issues, claims, and disputes arising among or between any of them with respect to any matter arising out of this Agreement may be submitted to binding arbitration by mutual agreement of all of the parties to the particular dispute. Any such arbitration shall be pursuant to a written agreement for arbitration of an existing dispute under Section 679A.1(1), Iowa Code, executed by all parties to the dispute. Any such arbitration shall be governed by the terms of such agreement for arbitration and by Chapter 679A, Iowa Code.

The dispute resolution provisions in this Section 7 shall not apply to (i) proceedings of the Appeal Committee as established under Section 3 of Article V of this Agreement; (ii) Budget arbitration under Section 6 of Article IX of this Agreement; or (iii) arbitration of the calculation of Reversionary Interest under Exhibit 101 of this Agreement.

ARTICLE XXII. WITHDRAWAL BY PARTICIPATING COMMUNITIES

Section l. Restrictions on Withdrawal. It is recognized that under current law no Participating Community may withdraw or in any way terminate, amend or modify in any way its obligations under this Agreement to the detriment of the holders of the Bonds while any of the Bonds are outstanding and unpaid. If a Participating Community desires to withdraw or in any way terminate, amend or modify its obligations under this Agreement, therefore, it shall provide one year's written notice to the Board of the proposed withdrawal or modification, and the same shall not become effective unless and until approved by the Board. The Board, in its sole discretion, may require the Participating Community seeking withdrawal from this Agreement to pay over to the Board an amount determined by the Board to be necessary to fully fund (i) the future payment obligations of the Participating Community with respect to Debt Service on all Bonds that is to be allocated to the Participating Community under the provisions of Article IX, Section 3, of this Agreement; and (ii) any unpaid surcharges imposed under Articles XI or XII of this Agreement. If so approved by the Board, the Participating Community may withdraw from membership and participation in this Agreement, but shall, in all events, forfeit its Reversionary Interest in any and all of the WRA System facilities and shall be entitled to no compensation in respect of the interests being forfeited. Withdrawal by a Participating Community shall not constitute termination of this Agreement.

ARTICLE XXIII. EFFECTIVE DATE, DURATION, DISPOSAL OF PROPERTY, AND REVERSIONARY INTEREST

Section l. Effective Date. This Agreement shall become effective as of 12:00 AM on January 1, 2026, or the date on which a fully executed counterpart of this Agreement is filed with the Iowa Secretary of State, whichever last occurs (the “Effective Date”).

Section 2. Duration. This Agreement shall terminate and be of no further force or effect as of midnight on June 30, 2074, unless terminated earlier by the unanimous consent of all Participating Communities. This Agreement shall also terminate within a reasonable time, as determined by the Board, after the sale of all, or substantially all, of the assets of the WRA.

Section 3. Disposal of Property upon Termination. Upon termination of the existence of the WRA under this Agreement, or any successor agreement, the assets of the WRA shall be first used to discharge and satisfy the outstanding liabilities of the WRA and all remaining assets shall be distributed to the Participating Communities that are party to this Agreement or any successor agreement at the time of termination in proportion to their Reversionary Interest determined as provided in Section 4 of this Article. Subject only to the discharge of outstanding Bonds and other liabilities the Participating Communities shall be deemed to hold and possess ownership interests in all WRA System facilities and assets equal to the Reversionary Interest determined as provided in Section 4 of this Article. A Reversionary Interest in physical assets and facilities owned by the WRA on the date of termination shall be distributed to each Participating Community as tenants in common with other Participating Communities possessing similar interests.

Section 4. Extent of Reversionary Interest.

(a) The extent of the Reversionary Interest of each of the Participating Communities that are party to this Agreement, or any successor agreement at the time of attachment of such Reversionary Interest, shall be governed by the substantive provisions of the Second Amended Agreement, as Amended, until June 30, 2038, except that no provision of the Second Amended Agreement, as Amended, requiring periodic computation of, any such Reversionary Interest shall govern over inconsistent provisions of this Agreement.

(b) From July 1, 2038, and thereafter, the extent of the Reversionary Interest of each of the Participating Communities that are party to this Agreement, or any successor agreement at the time of attachment of the Reversionary Interest, shall be converted to, and deemed to be, an undivided percentage interest as initially computed by the Technical Committee, and approved by the Board, based on an average of the WRA Flow of the Participating Communities in proportion to the total of all WRA Flow of all Participating Communities in the respects and particulars as set forth in Exhibit 101 to this Agreement.

Section 5. Attachment and Effect of Reversionary Interest. The Reversionary Interest in favor of the Participating Communities shall arise and attach only upon the effective date of termination of the existence of the WRA. No entity that is not a Participating Community on the date of attachment shall have any Reversionary Interest or other rights in the assets of WRA. Prior to attachment, the WRA may sell, dispose of, or transfer any WRA assets as directed by the Board free and clear of any Reversionary Interest without the consent of any current or former Participating Community, and no Participating Community shall have any rights to the proceeds thereof. No Participating Community shall have any special operating rights or privileges prior to attachment based on any past, existing or potential Reversionary Interest at any time.

Upon attachment, each Reversionary Interest shall be subject to an equitable interest in favor of each Participating Community that is party to this Agreement or any successor agreement on the date of termination of the existence of the WRA that entitles each such entity to continue to use and be served by the WRA System on a proportionate basis to the extent of their Reversionary Interest. Such service entitlement and continued use shall be on reasonable terms and conditions established among the parties by good faith negotiation, or if they fail to so agree, may be enforced by equitable proceedings commenced in the Iowa District Court for Polk County.

ARTICLE XXIV. TRANSITION MATTERS

Section 1. Prior Budget Actions. All prior actions of the Management Agency and the Operating Agency undertaken pursuant to the terms of the I.C.A. Agreement, and all prior actions of the WRA and the WRA Board under the Original Agreement and the Second Amended Agreement, as Amended, prior to the Effective Date with respect to the consideration and approval of each Annual Budget are hereby accepted and approved.

Section 2. Approval of Amended and Restated Operating Contract. The Amended and Restated Operating Contract shall supersede and replace the "Initial Operating Contract" between the City of Des Moines and the WRA dated July 1, 2004, as of the Effective Date, and the Board shall thereafter be bound by said contract and assume responsibility for its administration. The City of Des Moines shall not by reason of its role as Operating Contractor be deemed disqualified from voting for approval of said contract by reason of conflict of interest.

Section 3. Policies. All Policies previously approved by the Board and in effect on the Effective Date of this Agreement shall continue in force as approved Policies of the WRA until modified or rescinded by the Board.

Section 4. Grimes Supplemental Participation Agreement. As of the Effective Date, the terms of participation of the City of Grimes as a Participating Community shall be as set forth in this Agreement, except that all unperformed obligations of the Parties under the Grimes Supplemental Participation Agreement shall continue to be in effect and shall be performed after the Effective Date according to their terms. Such unperformed obligations shall include, but not be limited to, the financial obligations of the City of Grimes to the WRA as set forth in Exhibit 99 to this Agreement.

ARTICLE XXV. SEVERABILITY

Section 1. Provisions to be Severable. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the invalidity of any such provision shall not affect the other provisions of this Agreement which can be given effect without the provision determined to be invalid, and to that end the provisions of this Agreement are severable.

ARTICLE XXVI. EXECUTION AND ADOPTION OF THIRD AMENDED AGREEMENT

Section 1. Adoption of Third Amended Agreement. This Third Amended Agreement shall be deemed to constitute a supplement to, and amendment of, the Second Amended

Agreement, as Amended, that shall amend, restate and replace the Second Amended Agreement, as Amended, as of the Effective Date.

Section 2 Conditions to Effectiveness. This Agreement shall become effective only upon execution by all Participating Communities, or the requisite Participating Communities as provided in Article XX of the Second Amended Agreement, as Amended, and filing with the Iowa Secretary of State as provided by law, at which time the terms of the Second Amended and Restated Agreement, as Amended, shall no longer be in effect, and shall be replaced by this Agreement, except as specifically stated to the contrary in Article XXIII, Section 4 of this Agreement.

Section 3. Signature Pages. Each Participating Community and Associate Community approving this Agreement shall execute the separate signature page provided for it, and the parties hereto authorize the Board Clerk to assemble the signature pages and append same to a true copy of this Agreement and to file this Agreement, as so assembled, with the Secretary of State as required and allowed by law under Chapter 28E of the Code.

[SIGNATURE PAGES AND EXHIBITS FOLLOW]

CITY OF ALTOONA, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Altoona, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF ANKENY, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____day of _____, 202__, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Ankeny, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF BONDURANT, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Bondurant, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF CLIVE, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF_____)

On this _____day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Clive, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF CUMMING, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Cumming, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF DES MOINES, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF_____)

On this _____day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Des Moines, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF GRIMES, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF_____)

On this _____day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Grimes, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF JOHNSTON, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF_____)

On this _____day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Johnston, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF NORWALK, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF_____)

On this _____day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Norwalk, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF PLEASANT HILL, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF_____)

On this _____day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Pleasant Hill, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF POLK CITY, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Polk City, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF WAUKEE, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF _____)

On this _____day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Waukee, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

CITY OF WEST DES MOINES, IOWA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF_____)

On this _____day of _____, 202_, before a Notary Public in and for the City, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of West Des Moines, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

POLK COUNTY, IOWA

(SEAL)

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
County Auditor

STATE OF IOWA)
) SS
COUNTY OF_____)

On this _____day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Chair of the Board of Supervisors and County Auditor, respectively of Polk County, Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors and said Chair of the Board of Supervisors and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

WARREN COUNTY, IOWA

(SEAL)

By: _____
Chair, Board of Supervisors

ATTEST:

By: _____
County Auditor

STATE OF IOWA)
) SS
COUNTY OF_____)

On this _____day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Chair of the Board of Supervisors and County Auditor, respectively of Warren County, Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors and said Chair of the Board of Supervisors and County Auditor acknowledged said instrument to be the free act and deed of said County by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

GREENFIELD PLAZA/HILLS OF COVENTRY
SANITARY DISTRICT

(SEAL)

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk of the Board of Trustees

STATE OF IOWA)
) SS
COUNTY OF_____)

On this _____day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the President of the Board of Trustees and Clerk, respectively, of the Greenfield Plaza/Hills of Coventry Sanitary District, State of Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board of Trustees and said President of the Board of Trustees and Clerk acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

URBANDALE SANITARY SEWER DISTRICT

(SEAL)

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk of the Board of Trustees

STATE OF IOWA)
) SS
COUNTY OF_____)

On this _____day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the President of the Board of Trustees and Clerk, respectively, of the Urbandale Sanitary Sewer District, State of Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board of Trustees and said President of the Board of Trustees and Clerk acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

URBANDALE-WINDSOR HEIGHTS SANITARY DISTRICT

(SEAL)

By: _____
President of the Board of Trustees

ATTEST:

By: _____
Clerk of the Board of Trustees

STATE OF IOWA)
) SS
COUNTY OF_____)

On this _____day of _____, 202_, before a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the President of the Board of Trustees and Clerk, respectively, of the Urbandale-Windsor Heights Sanitary District, State of Iowa, a political subdivision, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said District, and that said instrument was signed and sealed on behalf of said District by authority and resolution of its Board of Trustees and said President of the Board of Trustees and Clerk acknowledged said instrument to be the free act and deed of said District by it voluntarily executed.

_____
Notary Public in and for the State of Iowa

The file for Exhibits 1 through 97 is a large file and can be viewed at the following link:

https://www.dmmwra.org/DocumentCenter/View/1187/FINAL-Project-Exhibits-1---97-RFS

Some of the exhibits reference the Second Amended and Restated Agreement for the WRA and that document can be viewed at the following link:

https://www.dmmwra.org/DocumentCenter/View/237/Second-Amended-and-Restated-Agreement-for-the-Wastewater-Reclamation-Facility-PDF

EXHIBIT 98

ASSESSMENT ALLOCATION PROCESS FOR SPECIAL IMPROVEMENTS

The methodology and process applicable to the allocation of project costs and any corresponding Debt Service for Special Improvements as used in this Exhibit 98 ("Special Improvement Cost") under Article IX, Section 3(g), of this Agreement shall be as set forth in this Exhibit 98.

1. To the extent an Improvement constructed by the WRA is a Special Improvement, including any Hybrid Improvement, because it provides Special Benefit, as defined in this Agreement, to four or fewer Participating Communities, and the special character of such Improvement requires an allocation of costs, burdens, and benefits among some or all Participating Communities in a manner different than those specified in this Agreement for Core Improvements or Conveyance Expansion Improvements, the WRA staff shall present information justifying such treatment to the Technical Committee after completion of an initial preliminary design and as a part of the process leading to the award of final design and construction contracts for such Special Improvement. The information provided to the Technical Committee shall include the information, data, and analysis relevant to the criteria set forth in Article IX, Section 3(g), of this Agreement for allocation of annual assessments, and in the case of a Hybrid Improvement, information respecting the Core Improvement aspect thereof, including without limitation pertinent information from the WRA Long Range Plan and the WRA Conveyance Facility Plan.

2. The WRA Staff shall also present estimates of cost and proposed allocations of Special Improvement Cost for the Special Improvement based on design flows, anticipated Special Benefits, any Hybrid Improvement Aspect, and other specific criteria deemed appropriate for the specific Special Improvement.

3. Based on the information provided and the analysis of the Technical Committee, the Technical Committee shall make an initial determination if the Special Improvement is a Hybrid Improvement, and if so, make an initial determination of percentage of the Hybrid Improvement to a be allocated as a Core Improvement and of the remaining percentage to be allocated under the criteria governing Special Improvements, generally.

4. Based on the information provided and the analysis of the Technical Committee, the Technical Committee shall make a determination of the number of Participating Communities obtaining Special Benefit.

5. Based on the information provided and the analysis of the Technical Committee, the Technical Committee shall establish an initial proposed allocation of Special Improvement Cost for any Special Improvement that is not a Hybrid Improvement, as follows:

    (a) If only one Participating Community has any Special Benefit, then all Special Improvement Cost shall be allocated to such Participating Community.

    (b) If two Participating Communities have any Special Benefit, then all Special Improvement Cost shall be allocated between such Participating Communities as provided in the allocation methodology set forth in Paragraph 7.

    (c) If three Participating Communities have any Special Benefit, then seventy-five percent (75%) of Special Improvement Cost shall be allocated among such Participating Communities as provided in the allocation methodology set forth in Paragraph 7, and twenty five percent (25%) shall be allocated among all Participating Communities in the same manner as Special Improvement Cost is allocated among all Participating Communities for Core Improvements.

    (d) If four Participating Communities have any Special Benefit, then fifty percent (50%) of Special Improvement Cost shall be allocated among such Participating Communities as provided in the allocation methodology set forth in Paragraph 7, and fifty percent (50%) shall be allocated among all Participating Communities in the same manner as Special Improvement Cost is allocated among all Participating Communities for Core Improvements.

    (e) If five or more Participating Communities have any Special Benefit, the Improvement shall be funded as a Core Improvement.

6. Based on the information provided and the analysis of the Technical Committee, the Technical Committee shall establish an initial proposed allocation for any Special Improvement that is a Hybrid Improvement, as follows:

    (a) The percentage of the Hybrid Improvement that is a Core Improvement shall be allocated as a Core Improvement.

(b) The percentage of the Hybrid Improvement that is a Special Improvement shall be allocated between or among the Participating Communities having Special Benefit as provided in the allocation methodology set forth in Paragraph 7.

7. The allocation between or among the Participating Communities with Special Benefit shall be initially determined by the Technical Committee as a percentage assigned to each such Participating Community by application of the criteria set forth in Article IX, Section 3(g), of this Agreement to the relative design flows and other project details to arrive at a proposed initial allocation of Special Improvement Cost among the Participating Communities with Special Benefit.

8. The Technical Committee shall apply the above paragraphs as applicable to arrive at a proposed initial full allocation of Special Improvement Cost for the Special Improvement.

9. The proposed allocation shall be considered by the Board for action prior to any action by the Board to proceed with any contract for construction of the Special Improvement. Upon such consideration the Board may in its sole discretion: (i) adopt the proposed allocation as presented; (ii) adopt a modified allocation that it deems more consistent with the provisions of this Agreement, including this Exhibit; or (iii) return the matter to Technical Committee for further consideration.

10. The adoption of a proposed initial allocation by the Board shall be deemed an action with respect to a budget that is subject to arbitration under Article IX, Section 6 of this Agreement, within ten days of the adoption by the Board of such proposed initial allocation.

11. If and to the extent the Special Improvement has a Core-funded allocation component, the portion of the Core-funded component will be reallocated as a part of the annual budget process under Article IX to apply actual WRA Flows.

EXHIBIT 99

SCHEDULE OF SURCHARGE PAYMENTS
CITY OF GRIMES, IOWA

The principal and interest amounts of capital contributions to be made in fiscal year 2026 and thereafter as surcharge payments by the City of Grimes in accordance with the Grimes Supplemental Participation Agreement shall be in accordance with the following table:

GRIMES CAPITAL CONTRIBUTION SURCHARGE PAYMENTS

Fiscal Year	Annual Principal Amount	Annual Interest Amount	Total Annual Amount
2026	$ 250,000	$ 513,060	$ 763,060
2027	$ 300,000	$ 505,560	$ 805,560
2028	$ 350,000	$ 496,560	$ 846,560
2029	$ 400,000	$ 486,060	$ 886,060
2030	$ 446,000	$ 474,060	$ 920,060
2031	$ 476,000	$ 460,680	$ 936,680
2032	$ 516,000	$ 446,400	$ 962,400
2033	$ 535,000	$ 430,920	$ 965,920
2034	$ 551,000	$ 414,870	$ 965,870
2035	$ 567,000	$ 398,340	$ 965,340
2036	$ 584,000	$ 381,330	$ 965,330
2037	$ 602,000	$ 363,810	$ 965,810
2038	$ 620,000	$ 345,750	$ 965,750
2039	$ 638,000	$ 327,150	$ 965,150
2040	$ 657,000	$ 308,010	$ 965,010
2041	$ 677,000	$ 288,300	$ 965,300
2042	$ 697,000	$ 267,990	$ 964,990
2043	$ 718,000	$ 247,080	$ 965,080
2044	$ 740,000	$ 225,540	$ 965,540
2045	$ 762,000	$ 203,340	$ 965,340
2046	$ 785,000	$ 180,480	$ 965,480
2047	$ 809,000	$ 156,930	$ 965,930
2048	$ 833,000	$ 132,660	$ 965,660
2049	$ 858,000	$ 107,670	$ 965,670
2050	$ 884,000	$ 81,930	$ 965,930
2051	$ 910,000	$ 55,410	$ 965,410
2052	$ 937,000	$ 28,110	$ 965,110

Until June 30, 2038 the Reversionary Interest that accrues to the City of Grimes by reason of surcharge payments shall be as provided in the Grimes Supplemental Participation Agreement. Thereafter the provisions of this Agreement as applicable to all Participating Communities shall apply.

Any prepayment that an annual principal amount that is made before it is due will not incur the interest of 3.00% currently scheduled to be paid in this Exhibit after the date of payment.

EXHIBIT 100

BOND OFFERING SCHEDULE

Year of Bond Issue (or Series)	Project	Exhibit No.	Anticipated Bond Amounts	Financing
2022A	WRA Birdland Pump Station	14	$ 22,360,000	Core
2022D & 2024D	WRA Ingersoll Run Outlet	21	$ 35,240,000	Core
2023A	WRF Clarifier Improvements - Phase 2	26	$ 30,500,000	Core
2024C	WRA Site Acquisition, Clearing, and Securing	54	$ 10,000,000	Core
2024E	WRA Sewer Lining - Phase 3	55	$ 16,000,000	Core
2025B	WRA Southern Tier Interceptor, Phase 10, Segment 23	15	$ 25,100,000	Core
2027	WRF Building 73 Improvements	65	$ 7,800,000	Core
2028	WRF Effluent Pumping	25	$ 30,000,000	Core
2028	WRA Joint Trunk Sewer Improvements	42	$ 56,290,000	Expansion
2028	WRF Phosphorus Recovery Improvements	56	$ 50,000,000	Core
2028	WRF Aeration Basin Improvements	60	$ 42,500,000	Core
2029	WRA Sewer Lining - Phase 4	59	$ 20,000,000	Core
2029	WRA Personnel Facilities	62	$ 42,500,000	Core
2029	WRF Buildings 50, 51, and 52 Improvements	66	$ 15,000,000	Core
2029	WRF Southwest Diversion Pump Station Odor Control	68	$ 4,000,000	Core
2029	WRF Trickling Filter Demolition – Phase 3	69	$ 6,000,000	Core
2029	WRA Southwest Diversion Equalization Basin Odor Control	70	$ 8,000,000	Core
2029	WRA Pleasant Hill Pump Station Improvements	93	$ 5,000,000	Special
2030	WRA Common Trunk Improvements	41	$ 22,250,000	Expansion
2030	WRF Biogas Flare System Improvements	58	$ 5,500,000	Core
2030	WRA Southwest Diversion Pump Station Modifications	74	$ 1,500,000	Core
2030	WRA Southwest Diversion Equalization Basin Modifications	75	$ 1,500,000	Core
2030	WRA Beaver Creek Interceptor Improvements	94	$ 13,510,000	Special
2031	WRA Sewer Lining - Phase 5	61	$ 7,000,000	Core
2031	WRA Southside Des Moines River Interceptor, Phase 4	72	$ 25,500,000	Core
2031	WRF Raw Water Pump Station and Preliminary Treatment	73	$ 107,150,000	Core
2031	WRA West Des Moines Outfall, Segments 1 and 2 Improvements	95	$ 6,740,000	Special
2032	WRA Westside Interceptor	31	$ 17,500,000	Special
2032	WRA Westside Pump Station Modifications	76	$ 5,000,000	Core
2032	WRA Southern Tier Pump Station Modifications	77	$ 30,000,000	Core
2032	WRF Primary Treatment Facilities	78	$ 72,000,000	Core
2033	WRA Sewer Lining - Phase 6	63	$ 6,000,000	Core
2033	WRF Influent Sewers Relocation	79	$ 17,680,000	Core
2034	WRF Disinfection Improvements	57	$ 50,810,000	Core
2035	WRA Little Fourmile Interceptor, Phase 15, Segment 1	28	$ 12,100,000	Core
2035	WRA Sewer Lining - Phase 7	64	$ 6,000,000	Core
2036	WRF Final Clarifier Expansion – Phase 1	67	$ 40,100,000	Core
2036	WRF Digester and Dewatering Improvements	80	$ 48,000,000	Core

EXHIBIT 100

BOND OFFERING SCHEDULE

Year of Bond Issue (or Series)	Project	Exhibit No.	Anticipated Bond Amounts	Financing
2036	WRA Pleasant Hill Force Main Improvements	96	$ 4,500,000	Special
2037	WRA Sewer Lining – Phase 8	71	$ 6,000,000	Core
2037	WRF Hauled Waste Facilities	81	$ 9,630,000	Core
2038	WRF Building 05 and Primary Treatment Demolition for Future Facilities	82	$ 8,020,000	Core
2038	WRA Saylor Creek Interceptor – North Branch	97	$ 8,600,000	Special
2039	WRF Second Outfall and Disinfection Facilities	83	$ 57,760,000	Core
2040	WRA Southern Tier Interceptor, Western Phase	43	$ 11,500,000	Expansion
2041	WRF Primary Treatment Expansion	84	$ 18,410,000	Core
2041	WRF Preliminary Treatment Expansion	85	$ 24,820,000	Core
2041	WRF Gas Conditioning Improvements	86	$ 30,390,000	Core
2041	WRF Effluent Pumping Station No. 2	87	$ 36,100,000	Core
2043	WRF Final Clarifier Expansion Phase 2	88	$ 40,120,000	Core
2044	WRF Biosolids Storage Expansion	89	$ 16,050,000	Core
2044	WRF Waste Sludge Thickening and Blended Sludge Facilities	90	$ 26,110,000	Core
2044	WRF Aeration Basin Expansion	91	$ 81,830,000	Core
2046	WRF Digestion Facilities	92	$ 37,370,000	Core

EXHIBIT 101

WRA FLOW-WEIGHTED REVERSIONARY INTEREST CALCULATION METHODOLOGY & PROCESS

The methodology and process applicable to the calculation of the Reversionary Interest of each Participating Community under Article XXIII Section 4 of this Agreement shall be as set forth in this Exhibit 101. This Exhibit 101 and its defined terms shall not apply to any other calculation of, or utilization of, WRA Flow for any other purposes under this Agreement.

1. As used herein the "Date of Attachment" means the date on which the Reversionary Interest of the Participating Communities attach as provided under Article XXIII Section 5 of this Agreement.

2. The WRA Flow of each Participating Community eligible to have a Reversionary Interest will be determined for each of the most recent 10 full WRA Flow Computation Years preceding the Date of Attachment in the same manner used to determine WRA Flows for other purposes under this Agreement.

3. Except as provided in paragraph 4 herein, the total WRA Flow for each Participating Community during the 10-year period will be computed by the Technical Committee as the sum of each year's WRA Flow and such total will be divided by 10 to compute an "Average Annual WRA Flow for Reversion" for each Participating Community.

4. In the case of a newly admitted Participating Community with less than 10 full years of WRA Flow history as of the Date of Attachment, the Average Annual WRA Flow for Reversion shall be computed by the Technical Committee based on all available data, with such adjustments for abnormal flow years as may be appropriate to make such computation as comparable as possible to the average computed for all other Participating Communities.

5. The Average Annual WRA Flow for Reversion for each Participating Community as determined under paragraph 3 or paragraph 4 as applicable, will be added by the Technical Committee to determine a "Total Average Annual WRA Flow for Reversion".

6. Subject to any adjustment required under paragraph 7, the Reversionary Interest of each Participating Community shall be a percentage interest computed by dividing its Average Annual WRA Flow for Reversion, computed under paragraph 3 or 4 as applicable, by the Total Average WRA Flow for Reversion computed under paragraph 5. Each such percentage shall be computed to a precision of one thousandth of one percent.

7. In the case of any newly admitted Participating Community having any unpaid obligation as of the Date of Attachment for any capital contribution to the WRA assumed by such Participating Community under the terms of its admission as a Participating Community, ("Capital Contribution"), and unless the Participating Community pre-pays such Capital Contribution obligation in full before the computation of the Reversionary Interest of such Participating Community by the Technical Committee is completed, the percentage Reversionary Interest of such Participating Community will be reduced by a fraction the numerator of which is the unpaid principal balance of the Capital Contribution and the denominator of which is the full original required Capital Contribution with such percentage, computed to a precision of one thousandth of one percent. The reduced Reversionary Interest of each Participating Community subject to this paragraph shall in turn be reallocated by the Technical Committee among the Participating Communities that are not reduced under this paragraph on a pro rata basis based on the percentages computed under paragraph 6 before any adjustment under this paragraph 7, computed to a precision of one thousandth of one percent.

8. If the sum of the percentages, as initially calculated under paragraph 6, as adjusted under paragraph 7 if applicable, is greater than 100.000%, then 0.001% shall be subtracted from the allocation of the Participating Community with the largest allocation, and then from the next largest, and so on, until an exact 100.000% allocation is achieved. If the sum of the percentages, as initially calculated, is less than 100.000%, then 0.001% shall be added to the allocation of the Participating Community with the largest allocation, and then to the next largest, and so on, until an exact 100.000% allocation is achieved. For example, if the initially calculated total is 99.998% then 0.001% would be added to the two largest allocations or if the initially calculated total is 100.003% then 0.001% would be subtracted from the three (3) largest allocations.

9. The intent of Sections 6, 7, and 8 is to allocate a full 100.000% of Reversionary Interest among the Participating Communities.

10. Upon the completion by the Technical Committee of its computation of Reversionary Interest in accordance with the foregoing, the WRA Director shall give written notice thereof within ten (10) days of the completed calculation to each Participating Community and to each member of the Board, and appointed alternate.

11. The computation of Reversionary Interest by the Technical Committee will be considered for action by the Board at a meeting occurring not less than thirty (30) days after notice under paragraph 10 has been given. At such meeting the Board may, in its sole discretion: (i) adopt the proposed computation as presented: (ii) adopt a modified computation it deems more consistent with the above provisions; or (iii) return the matter to Technical

Committee for further consideration. The WRA Director shall give written notice of the action of the Board adopting a computation of Reversionary Interest within ten (10) days thereof.

12. The adoption of a calculation of Reversionary Interest shall be binding on all Parties unless a specific issue or dispute is submitted by any aggrieved Participating Community to the Board at its next meeting occurring at least thirty (30) days after the notice of the Board's action has been given under paragraph 11, and the Board in its sole discretion adjusts the computation. Any dispute as to the Board's decision under this paragraph 12 shall be subject to arbitration under paragraph 13 hereof.

13. Any Participating Community may request arbitration of any dispute concerning the calculation of Reversionary Interest as adopted by the Board, so long as such request is filed with the Board within thirty (30) days following the date of adoption by the Board. Such request shall also be sent by registered or certified mail to the American Arbitration Association, Chicago, Illinois ("AAA") and to each of the Participating Communities to whom a Reversionary Interest has been allocated. The dispute specified in the request for arbitration shall then proceed to arbitration under the rules of the AAA and the decision of the arbitrator shall be final and binding upon all parties. In each instance, the Participating Community objecting to the calculation shall have the burden of establishing that the challenged calculation was not in accordance with this Agreement. The Participating Community requesting arbitration shall bear all the costs thereof unless the arbitrator determines that the Reversionary Interest was not correctly calculated. In such case, the cost shall be deemed a WRA administration expense and allocated to all Participating Communities on the same basis as other administrative expenses.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.h.
For Meeting of 12/1/2025
Resolution

TITLE: - Resolution approving pay request no. 1 to Legacy Construction for the Wolf Creek Basketball Court Project in the amount of $65,188.13

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #1 in the amount of $65,188.13 related to the Wolf Creek Basketball Court Project.

As a reminder, the Wolf Creek Basketball Court project is a new basketball court being constructed at Wolf Creek Park. This is a half-court that will also have stripping for residents to play pickleball. The court is situated in the open space just East of the playground.

This pay application has been reviewed by city staff for accuracy and is for work completed through November 21st, 2025.

FUNDING SOURCE: Budgeted Capital Park Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251201-343
2. Wolf Creek Payment Request No. 1

CITY OF BONDURANT
RESOLUTION NO. 251201-343

RESOLUTION APPROVING PAY REQUEST NO. 1 TO LEGACY CONSTRUCTION FOR THE WOLF CREEK BASKETBALL COURT PROJECT IN THE AMOUNT OF $65,188.13

WHEREAS, the Wolf Creek Basketball Court Project Pay Request No. 1 was submitted on November 21st, 2025; AND

WHEREAS the pay request no. 1 is for work completed on the Wolf Creek Basketball Court Project through November 21st, 2025; AND

WHEREAS, City Staff have reviewed the pay request for accuracy; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 1 to Legacy Construction in the amount of $65,188.13 hereby approved.

Passed This 1st day of December 2025,

By: _____
Doug Elrod, Mayor

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

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

_____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702

To Owner:	Project: Wolf Creek Pickleball/Basketball	Application No: 1	Distribution To:	
		Period To: 11-1-2025 to 11-21-25	Owner	yes/no
		Contract For:	Architect	yes/no
From Contractor: Legacy Construction	Via Architect:	Contract Date:	Contractor	yes/no
		Project Nos:	Field	yes/no
			Other	yes/no

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in accordance with the Contract. Continuation Sheet, Document G703, is attached.

1. Original Contract Sum		$96,575.00
2. Net Change By Change Orders		$0.00
3. Contract Sum to Date *(Line 1+2)*		$96,575.00
4. Total complete & Stored To Date *(Column G on G703)*		$72,431.25
5. Retainage		
a. 10.00% *of Completed Work* *(Column D + E on G703)*	$7,243.12	
b. 10.00% *of Stored Material* *(Column F on G703)*	$0.00	
Total Retainage (Lines 5a + 5b, or Total In Column 1 of G703)		$7,243.12
6. Total Earned Less Retainage *(Line 4 less Line 5 Total)*		$65,188.13
7. Less Previous Certificates For Payment *(Line 6 from prior Certificate)*		$0.00
8. Current Payment Due		**$65,188.13**
9. Balance To Finish, Including Retainage *(Line 3 less Line 6)*	$31,386.87	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$0.00	$0.00
Total Approved this Month	$0.00	$0.00
TOTAL	$0.00	$0.00
NET CHANGES by Change Order		$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been completed in accordance with the Contract Documents, that all amounts have been and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 11/25/25

State of:_____ County of : _____

Subscribed and sworn to before me this day of 25

Notary Public:

My Commission Expires:

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $65,188.13

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.).

Public Works Director:

By: John Horton Date: 11-24-2025

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

containing Contractor's signed Certification is attached.

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Contractor's signed Certification is attached.

APPLICATION NO: 0
APPLICATION DATE: 10/31/21
PERIOD TO: 01/00/00
ARCHITECT'S PROJECT NO: 0

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
001	Grade, pack, pour rock, compact rock, pour asphalt, strip, install hoop.	$96,575.00	$0.00	$72,431.25	$0.00	$72,431.25	75%	$24,143.75	$7,243.13
002		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
003		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
004		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
005		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
006		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
007		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
008		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
009		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
010		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
011		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
012		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
013		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
014		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
015		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
016		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
017		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
018		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
019		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
020		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
021		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
022		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
023		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
024		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
025		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
026		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
027		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
028		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
029		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
030		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
031		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
032		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
033		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
034		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
035		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
037		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
038		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00

039		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
040		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
041		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
042		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
043		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
044		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
045		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
046		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
047		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
048		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
049		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
050		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
051		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
052		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
053		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
054		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
055		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
056		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
057		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
058		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
059		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
060		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
061		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
062		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
063		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
064		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
065		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
066		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
067		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
068		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
069		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
070		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
071		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
072		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
073		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
074		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
075		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
076		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
077		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
078		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
079		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
080		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
081		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
082		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
083		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
084		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
085		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
086		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
087		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
088		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
089		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00

090		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
091		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
092		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
093		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
098		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
099		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
100		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
101		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
102		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
103		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
104		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
105		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
106		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
107		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
108		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
109		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
110		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
111		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
112		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
113		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
114		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
115		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
116		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
117		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
118		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
119		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
120		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
121		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
122		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00
TOTALS		**$96,575.00**	**$0.00**	**$72,431.25**	**$0.00**	**$72,431.25**	**75%**	**$24,143.75**	**$7,243.13**

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.i.
For Meeting of 12/1/2025
Resolution

TITLE: - Resolution approving extension of Lease Agreement with Twist for lease of the concrete pad space at 108 1st Street, SW

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

In early 2025, the City of Bondurant issued a Request for Proposals (RFP) seeking business interest in leasing a 352-square-foot concrete pad located at 108 1st Street SW in downtown Bondurant. The site, situated adjacent to the regional Chichaqua Valley Trail, presents a strategic opportunity to support local entrepreneurship and enhance the trail user experience through the temporary placement of a mobile business.

Following a public hearing on April 7, 2025, the Bondurant City Council approved a resolution accepting Twist's proposal to lease the space. Twist's concept was selected for its alignment with the City's goals to activate public spaces, support local business development, and attract both residents and visitors to the area.

The initial 2025 lease period (May 1, 2025–March 31, 2026) has gone well and has demonstrated the value of providing this type of entrepreneurial launch space within the community. Twist has since announced plans to expand its operations into a new and expanded brick-and-mortar location within Bondurant's Grain District. However, the construction timeline for the developer that Twist will be leasing from has been slightly delayed, resulting in Twist's request to lease the concrete pad from the City for another season.

Given the successful lease experience thus far and Twist's continued commitment to establishing a permanent presence in Bondurant, City staff have evaluated the feasibility of extending the lease of the 108 1st Street SW concrete pad. The proposed extension would run from April 1, 2026, through March 31, 2027, in the amount of $2,000. This is the same amount Twist has paid for the lease period between May 1, 2025 and March 31, 2026.

The attached resolution authorizes this extension and outlines the associated terms and responsibilities of both parties.

Approval of this resolution will allow Twist to maintain operations during the interim period while supporting the City's ongoing economic development goals and activation of public spaces within the downtown area.

FUNDING SOURCE: N/A to approve lease

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251201-344
2. Lease Extension Proposal - Twist

CITY OF BONDURANT
RESOLUTION NO. 251201-344

RESOLUTION APPROVING EXTENSION OF LEASE AGREEMENT WITH TWIST FOR LEASE OF THE CONCRETE PAD SPACE AT 108 1ST STREET, SW

WHEREAS in early 2025 the City of Bondurant issued a Request for Proposals (RFP) seeking business interest in leasing a 352-square-foot concrete pad located at 108 1st Street SW in downtown Bondurant, adjacent to the regional Chichaqua Valley Trail, for the purpose of activating public space, supporting local entrepreneurship, and enhancing the trail user experience; AND

WHEREAS following a public hearing held on April 7, 2025, the Bondurant City Council approved a resolution accepting the proposal submitted by Twist to lease the space, citing Twist's alignment with City goals to support local business development and attract residents and visitors to the area; AND

WHEREAS the initial lease agreement between the City of Bondurant and Twist established a lease term of May 1, 2025, through March 31, 2026, which has been successfully executed and has demonstrated the value of providing this type of entrepreneurial launch space within the community; AND

WHEREAS Twist has continued to grow its operations during the 2025 lease period, serving nearly a thousand customers each week and contributing to increased activity and economic vitality around the Chichaqua Valley Trail; AND

WHEREAS Twist has announced plans to expand into a new brick-and-mortar location within Bondurant's Grain District; however, construction timing for the development has been delayed, resulting in Twist's request for an additional year of leasing the concrete pad space; AND

WHEREAS Twist has formally submitted a lease extension proposal requesting to continue leasing the space from April 1, 2026, through March 31, 2027, at the same annual rate of $2,000, which City staff has evaluated and determined to be feasible and aligned with the City's objectives.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the lease extension with Twist for use of the concrete pad space at 108 1st Street SW, for the term beginning April 1, 2026, and ending March 31, 2027, in the annual amount of $2,000, is hereby approved, pending review by legal counsel.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 1st day of December 2025.

By: _____
Doug Elrod, Mayor

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

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

_____

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Lease Extension Proposal – Twist Soda Shop
Submitted to: City of Bondurant
Requested Council Review Date: December 1, 2025

1. Requested Lease Extension Timeline
Twist respectfully requests an extension of the current lease at 108 1st St SW in Bondurant. The proposed lease extension period is April 1, 2026 through March 31, 2027. This timeline supports our seasonal business model and provides continuity for the City, our customers, staff, and operations.

2. Proposed Rate During the Lease Extension
We propose continuing at the current rental rate of $2,000 per year for the duration of the extension. If the City prefers to discuss an adjusted rate or structure, potentially including anticipated electricity costs in a single amount, we are open to making it as easy as possible.

3. Commitment to Expanding Within the Grain District
Twist remains committed to long-term growth in Bondurant. Our vision includes expanding our presence within the Grain District and establishing a more permanent setup that supports increased foot traffic and adds value to the area. We see the Grain District as the ideal location for the next phase of our business growth in Bondurant.

4. Additional Information for Council Consideration

- During the 2025 season, Twist served nearly a thousand customers each week, reflecting consistent demand and strong community support.
- Twist was one of the first to introduce dirty soda to Central Iowa and continues to draw visitors from not only Bondurant, but Altoona, Ankeny, and many other surrounding communities.
- Our presence increases activity in the area, especially during evenings and weekends, and attracts families and teens who help generate momentum locally.
- With continued brand growth and increased community engagement, we anticipate even stronger turnout in the 2026 season.

Thank you for considering this lease extension request for Twist. We value our relationship with the City of Bondurant and look forward to continuing to grow in the community.

Tiffany & Justin Simmons
Twist Soda Shop

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.j.
For Meeting of 12/1/2025
Resolution

TITLE: - Resolution authorizing the disposal of Surplus Property — BES Items

CONTACT PERSON:
Aaron Kreuder, Fire Chief

BRIEF HISTORY & ANALYSIS:

While transitioning into the new Bondurant Emergency Services facility, City staff have identified several items—predominantly electronics—that are no longer operational or have surpassed their useful lifespan. These items hold no remaining value for City operations. Per City procedures, the Council must declare such items as surplus before they may be disposed of.

The resolution declares the listed items as surplus property with no monetary value and authorizes City staff to dispose of them in an appropriate and compliant manner.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251201-345
2. BES Items for Disposal

CITY OF BONDURANT
RESOLUTION NO. 251201-345

RESOLUTION AUTHORIZING THE DISPOSAL OF SURPLUS PROPERTY – BES ITEMS

WHEREAS the City of Bondurant is in possession of property, predominantly electronics, that is broken or past its usable lifespan; AND

WHEREAS the City proposes to dispose of the property in an appropriate manner; AND

WHEREAS the property consists of:

Item	QTY	Description	BES property Tag #	Reason
Halogen headlight bulbs	12	removed from service		obsolete, not able to use on other apparatus
marker lights	24	removed from service		obsolete, not able to use on other apparatus
shovel handle	1	D handle	6231	Broken, not repairable
strobe lights	8	removed from service		obsolete, not able to use on other apparatus
light contoler	1	Led Strobe controller		Broken, not repairable
scene lights	1	halogen	6197	Broken, not repairable
2.5" hose	7	removed from service		did not pass hose testing
5" hose	4	removed from service		multiple leaks - unable to hold pressure
1.75" hose	7	removed from service		did not pass hose testing
computer mounts/parts	10	removed from service		obsolete, not able to use on other apparatus
misc.electrical wiring	3	removed from service		obsolete, not able to use on other apparatus
chairs	10	removed from service		no longer needed or broken (all in poor condition)
Half tables	2	removed from service	6102, 6103	Broken, not repairable
wooden cabnets	5	removed from service		broken or in poor condition
file cabnets	6	removed from service	6178, 6129,6359, 6166, 6160, 6241	broken or in poor condition
hose appliance (misc)	9	removed from service		outdated - outside of current safety requirements
shelves	3	removed from service	6299, 6348, 6355	in poor condition
sofa	1	removed from service		in poor condition
refriderator	1	removed from service	6339	in poor condition
chain saw	1	removed from service	6143	used for parts - unrepairable
gas cans	3	removed from service		in poor condition - outsied of current safety requirements
wood cribbing	18	removed from service		in poor condition - oil soaked / cracked
Low level strainer	1	removed from service	6298	Broken, not repairable
light bar	1	removed from service		control board bad - used for parts
Hydrant bag	1	removed from service		Broken, not repairable
siren	3	removed from service		obsolete, not able to use on other apparatus
Fire Com Head set	5	removed from service		obsolete, not able to use on other apparatus
cord reel	1	removed from service		obsolete, not able to use on other apparatus
draft jet syphon	1	removed from service		obsolete, not able to use on other apparatus
Getac docking station parts	2	removed from service		obsolete, not able to use on other apparatus
MSA case	3	removed from service		Broken, not repairable
Fire helmets	12	removed from service		expired, out of date
MSA Thermal Imagers	2	removed from service	6119, 6223	Broken, not repairable
Mobile radios	4	removed from service	6185, 6366, 6119, 6242	obsolete, not repairable
Paint	4	dried in cans		touch up paint for building - dried in cans non useable
Cart	1	removed from service	6224	Broken, not repairable
small backboard	1	removed from service	6488	remove from service
standing light	1	broken	6214	broken not repairable
Nozzle	1	broken	6865	broken not repairable
Metal Cabinet	1	removed from service	6338	broken not repairable
Metal Cabinet	1	removed from service	6337	broken not repairable
Metal Cabinet	1	removed from service	6341	broken not repairable
Metal Cabinet	1	removed from service	6972	broken not repairable
Metal Cabinet	1	removed from service	6973	broken not repairable
fiberglass pike pole	1	removed from service	6185	handle broken, not repairable
axe handle	1	removed from service	6248	Broken, not repairable
forestry nozzle	1	removed from service	6189	Broken, not repairable
combination nozzle	2	removed from service	6245, 6331	broken, used for parts
misc. medical bags	3	removed from service		no longer needed, poor condition/broken
rugs	2	removed from service		no longer needed, poor condition
Cots	4	removed from service		no longer needed or broken
water cooler	2	broken		broken/cracked

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bondurant, Iowa that:

1. The above-referenced items are deemed to be surplus property with no value; and
2. City staff are hereby authorized to dispose of the surplus property in an appropriate manner.

Passed this 1st day of December 2025,

_____
Doug Elrod, Mayor

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

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

_____
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Item	QTY	Description
Halogen headlight bulbs	12	removed from service
marker lights	24	removed from service
shovel handle	1	D handle
strobe lights	8	removed from service
light contoler	1	Led Strobe controller
scene lights	1	halogen
2.5" hose	7	removed from service
5" hose	4	removed from service
1.75" hose	7	removed from service
computer mounts/parts	10	removed from service
misc.electrical wiring	3	removed from service
chairs	10	removed from service
Half tables	2	removed from service
wooden cabnets	5	removed from service
file cabnets	6	removed from service
hose appliance (misc)	9	removed from service
shelves	3	removed from service
sofa	1	removed from service
refriderator	1	removed from service
chain saw	1	removed from service
gas cans	3	removed from service
wood cribbing	18	removed from service
Low level strainer	1	removed from service
light bar	1	removed from service
Hydrant bag	1	removed from service
siren	3	removed from service
Fire Com Head set	5	removed from service
cord reel	1	removed from service
draft jet syphon	1	removed from service
Getac docking station parts	2	removed from service
MSA case	3	removed from service
Fire helmets	12	removed from service
MSA Thermal Imagers	2	removed from service
Mobile radios	4	removed from service
Paint	4	dried in cans
Cart	1	removed from service
small backboard	1	removed from service
standing light	1	broken
Nozzle	1	broken
Metal Cabinet	1	removed from service
Metal Cabinet	1	removed from service
Metal Cabinet	1	removed from service
Metal Cabinet	1	removed from service
Metal Cabinet	1	removed from service
fiberglass pike pole	1	removed from service
axe handle	1	removed from service

forestry nozzle	1	removed from service
combination nozzle	2	removed from service
misc. medical bags	3	removed from service
rugs	2	removed from service
Cots	4	removed from service
water cooler	2	broken

BES property Tag #	Reason
	obsolete, not able to use on other apparatus
	obsolete, not able to use on other apparatus
6231	Broken, not repairable
	obsolete, not able to use on other apparatus
	Broken, not repairable
6197	Broken, not repairable
	did not pass hose testing
	multiple leaks - unable to hold pressure
	did not pass hose testing
	obsolete, not able to use on other apparatus
	obsolete, not able to use on other apparatus
	no longer needed or broken (all in poor condition)
6102, 6103	Broken, not repairable
	broken or in poor condition
6178, 6129,6359, 6166, 6160, 6241	broken or in poor condition
	outdated - outside of current safety requirements
6299, 6348, 6355	in poor condition
	in poor condition
6339	in poor condition
6143	used for parts - unrepairable
	in poor condition - outsied of current safety requirements
	in poor condition - oil soaked / cracked
6298	Broken, not repairable
	control board bad - used for parts
	Broken, not repairable
	obsolete, not able to use on other apparatus
	obsolete, not able to use on other apparatus
	obsolete, not able to use on other apparatus
	obsolete, not able to use on other apparatus
	obsolete, not able to use on other apparatus
	Broken, not repairable
	expired, out of date
6119, 6223	Broken, not repairable
6185, 6366, 6119, 6242	obsolete, not repairable
	touch up paint for building - dried in cans non useable
6224	Broken, not repairable
6488	remove from service
6214	broken not repairable
6865	broken not repairable
6338	broken not repairable
6337	broken not repairable
6341	broken not repairable
6972	broken not repairable
6973	broken not repairable
6185	handle broken, not repairable
6248	Broken, not repairable

6189	Broken, not repairable
6245, 6331	broken, used for parts
	no longer needed, poor condition/broken
	no longer needed, poor condition
	no longer needed or broken
	broken/cracked

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.k.
For Meeting of 12/1/2025
Resolution

TITLE: - Resolution approving pay request no. 4 to Manatt's Inc. for the Grain District Lincoln Street Public Improvements Project in the amount of $558,617.56

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #4 in the amount of $558,617.56 related to the Grain District Lincoln St. Public Improvements Project.

This pay application has been reviewed by City Staff and Engineers from ISG for accuracy and is for work completed from October 25th through November 22nd, for the project. Most of the paving has been completed on the streets and the arboretum trail section. Contractors are continuing to work when they can to finish some of the driveway connections and sidewalks. Railroad St. will be the first thing to open in the next week or so.

FUNDING SOURCE: TIF/Bond funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251201-346
2. Pay Application No. 4

CITY OF BONDURANT
RESOLUTION NO. 251201-346

RESOLUTION APPROVING PAY REQUEST NO. 4 TO MANATT'S INC. FOR THE GRAIN DISTRICT LINCOLN STREET PUBLIC IMPROVEMENTS PROJECT IN THE AMOUNT OF $558,617.58

WHEREAS the 2nd Street NW Project Pay Request No. 4 has been submitted;

WHEREAS the pay request is for work completed October 25th, 2025, through November 22nd, 2025, on the Grain Street and Lincoln Street Public Improvements Project; AND

WHEREAS City Staff and engineers from ISG have reviewed the pay application for accuracy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request to Manatt's Inc. in the above-referenced amount is hereby approved.

Passed this 1st day of December 2025,

By: _____
Doug Elrod, Mayor

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

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

_____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Contractor's Application for Payment

Owner:	City of Bondurant	**Owner's Project No.:**	
Engineer:	I&S Group, Inc.	**Engineer's Project No.:**	25-32109
Contractor:	Manatts, Inc.	**Contractor's Project No.:**	
Project:	Grain District Public Improvements		
Contract:	Grain District Public Improvements		
Application No.:	4	**Application Date:**	12/1/2025
Application Period:	**From** 10/25/2025	**to**	11/22/2025

1. Original Contract Price		$ 1,950,334.85
2. Net change by Change Orders		$ 111,974.60
3. Current Contract Price (Line 1 + Line 2)		$ 2,062,309.45
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		$ 1,415,280.03
5. Retainage		
a. 5% X $ 1,408,975.29 Work Completed		$ 70,448.76
b. 5% X $ 6,304.74 Stored Materials		$ 315.24
c. Total Retainage (Line 5.a + Line 5.b)		$ 70,764.00
6. Amount eligible to date (Line 4 - Line 5.c)		$ 1,344,516.03
7. Less previous payments (Line 6 from prior application)		$ 785,898.47
8. Amount due this application		$ 558,617.56
9. Balance to finish, including retainage (Line 3 - Line 4)		$ 647,029.42

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor:

Signature: **Date:**

Recommended by Engineer		**Approved by Owner**	
By:	Jay Whitehead	**By:**	John Horton
Title:	ISG - Civil Engineer	**Title:**	Public Works Director
Date:	11/25/2025	**Date:**	11-25-2025
Approved by Funding Agency			
By:		**By:**	
Title:		**Title:**	
Date:		**Date:**	

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner: City of Bondurant
Engineer: I&S Group, Inc.
Contractor: Manatts, Inc.
Project: Grain District Public Improvements
Contract: Grain District Public Improvements

Owner's Project No.:
Engineer's Project No.: 25-32109
Contractor's Project No.:

Application No.: 4 **Application Period:** From ##### to 11/22/25 **Application Date:** 12/01/25

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
	Original Contract										
1	CLEARING AND GRUBBING	1	LS	7,500.00	7,500.00	1.00	7,500.00		7,500.00	100%	-
2	STRIP, SALVAGE, SPEAD TOPSOIL	100	CY	42.50	4,250.00	-	-		-	0%	4,250.00
3	OFF-SITE TOPSOIL, CONTRACTOR FURNISHED	800	CY	28.00	22,400.00	-	-		-	0%	22,400.00
4	EXCAVATION, CLASS 10	12820	CY	11.10	142,302.00	10,900.00	120,990.00		120,990.00	85%	21,312.00
5	SUBGRADE PREPARATION	6209	SY	2.50	15,522.50	6,209.00	15,522.50		15,522.50	100%	-
6	SUBBASE, MODIFIED, 4 INCH	3387	SY	5.75	19,475.25	2,790.00	16,042.50		16,042.50	82%	3,432.75
7	SUBBASE, MODIFIED, 6 INCH	6209	SY	7.75	48,119.75	6,209.00	48,119.75		48,119.75	100%	-
8	COMPACTION TESTING	1	LS	5,000.00	5,000.00	0.90	4,500.00		4,500.00	90%	500.00
9	SANITARY SEWER GRAVITY MAIN, TRENCHED, SDR-26, 8"	500	LF	88.00	44,000.00	500.00	44,000.00		44,000.00	100%	-
10	SANITARY SEWER SERVICE STUB, SDR-23.5, 6"	6	EA	2,345.00	14,070.00	6.00	14,070.00		14,070.00	100%	-
11	STORM SEWER, TRENCHED, RCP, 15"	120	LF	67.00	8,040.00	531.00	35,577.00		35,577.00	443%	(27,537.00)
12	STORM SEWER, TRENCHED, RCP, 18"	687	LF	74.00	50,838.00	315.00	23,310.00		23,310.00	46%	27,528.00
13	STORM SEWER, TRENCHED, RCP, 24"	139	LF	92.00	12,788.00	94.00	8,648.00		8,648.00	68%	4,140.00
14	STORM SEWER, TRENCHED, CMP, 24"	216	LF	72.00	15,552.00	80.00	5,760.00		5,760.00	37%	9,792.00
15	STORM SEWER, TRENCHED, RCP, 30"	247	LF	123.00	30,381.00	240.00	29,520.00		29,520.00	97%	861.00
16	STORM SEWER, TRENCHED, RCP, 36"	73	LF	145.00	10,585.00	73.00	10,585.00		10,585.00	100%	-
17	STORM SEWER, TRENCHED, RCP, 48"	101	LF	195.00	19,695.00	93.00	18,135.00		18,135.00	92%	1,560.00
18	STORM SEWER, TRENCHED, RCP, 60"	67	LF	311.00	20,837.00	51.00	15,861.00		15,861.00	76%	4,976.00
19	PIPE APRON, RCP, 24"	1	EA	3,480.00	3,480.00	-	-		-	0%	3,480.00
20	PIPE APRON, CMP, 24"	2	EA	2,290.00	4,580.00	2.00	4,580.00		4,580.00	100%	-
21	PIPE APRON, RCP, 30"	1	EA	4,475.00	4,475.00	1.00	4,475.00		4,475.00	100%	-
22	PIPE APRON, RCP, 48"	1	EA	7,550.00	7,550.00	1.00	7,550.00		7,550.00	100%	-
23	PIPE APRON, RCP, 60"	2	EA	10,450.00	20,900.00	2.00	20,900.00		20,900.00	100%	-
24	SUBDRAIN, PVC TYPE 1, 6"	1948.9	LF	20.00	38,978.00	1,771.80	35,436.00		35,436.00	91%	3,542.00
25	SUBDRAIN CLEANOUT, A-1, 6"	3	EA	1,010.00	3,030.00	6.00	6,060.00		6,060.00	200%	(3,030.00)
26	SUBDRAIN OUTLETS AND CONNECTIONS, OUTLET TO	9	EA	357.00	3,213.00	11.00	3,927.00		3,927.00	122%	(714.00)
27	SUBDRAIN OUTLETS AND CONNECTIONS, CONNECTION TO	4	EA	276.00	1,104.00	-	-		-	0%	1,104.00
28	SUBDRAIN OUTLETS AND CONNECTIONS, CAP, 6"	1	EA	269.00	269.00	-	-		-	0%	269.00
29	WATER MAIN, TRENCHED, C900, 8 INCH	963	LF	39.00	37,557.00	950.50	37,069.50		37,069.50	99%	487.50
30	WATER MAIN, TRENCHED, C900, 12 INCH	76	LF	179.00	13,604.00	197.50	35,352.50		35,352.50	260%	(21,748.50)
31	FITTING, 11.25 DEGREE BEND, 8 INCH	2	EA	1,320.00	2,640.00	2.00	2,640.00		2,640.00	100%	-
32	FITTING, 22.5 DEGREE BEND, 8 INCH	3	EA	1,235.00	3,705.00	3.00	3,705.00		3,705.00	100%	-
33	FITTING, TEE, 8" INCH	1	EA	1,605.00	1,605.00	1.00	1,605.00		1,605.00	100%	-
34	FITTING, TEE, 12" X 8" INCH	2	EA	1,820.00	3,640.00	3.00	5,460.00		5,460.00	150%	(1,820.00)
35	WATER SERVICE STUB, COPPER, 3/4"	1	EA	1,570.00	1,570.00	2.00	3,140.00		3,140.00	200%	(1,570.00)
36	WATER SERVICE STUB, COPPER, 1"	1	EA	1,780.00	1,780.00	1.00	1,780.00		1,780.00	100%	-
37	WATER SERVICE STUB, PVC, 6 INCH	5	EA	4,275.00	21,375.00	5.00	21,375.00		21,375.00	100%	-

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Bondurant	**Owner's Project No.:**	
Engineer:	I&S Group, Inc.	**Engineer's Project No.:**	25-32109
Contractor:	Manatts, Inc.	**Contractor's Project No.:**	
Project:	Grain District Public Improvements		
Contract:	Grain District Public Improvements		

Application No.: 4 **Application Period:** From ##### to 11/22/25 **Application Date:** 12/01/25

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
38	WATER MAIN REMOVAL	380	LF	13.00	4,940.00	483.00	6,279.00		6,279.00	127%	(1,339.00)
39	VALVE, GATE, 8"	6	EA	3,210.00	19,260.00	6.00	19,260.00		19,260.00	100%	-
40	FIRE HYDRANT ASSEMBLY	1	EA	9,295.00	9,295.00	1.00	9,295.00		9,295.00	100%	-
41	MANHOLE, SW-301, 48"	4	EA	5,165.00	20,660.00	4.00	20,660.00		20,660.00	100%	-
42	MANHOLE, SW-401, 60"	1	EA	6,540.00	6,540.00	1.00	6,540.00		6,540.00	100%	-
43	MANHOLE, SW-401, 72"	1	EA	8,515.00	8,515.00	1.00	8,515.00		8,515.00	100%	-
44	MANHOLE, SW-402, 70"X70"	2	EA	17,340.00	34,680.00	-	-		-	0%	34,680.00
45	INTAKE, SW-501	5	EA	3,825.00	19,125.00	-	-		-	0%	19,125.00
46	INTAKE, SW-502	3	EA	4,320.00	12,960.00	4.00	17,280.00		17,280.00	133%	(4,320.00)
47	PAVEMENT, PCC, 7"	4461.8	SY	54.00	240,937.20	4,231.70	228,511.80	-	228,511.80	95%	12,425.40
48	PAVEMENT, PCC, 7", STAMPED AND COLORED	328.1	SY	136.50	44,785.65	218.70	29,852.55		29,852.55	67%	14,933.10
49	PAVEMENT, PCC, 7", PARKING LOT	1180	SY	54.00	63,720.00	1,191.60	64,346.40		64,346.40	101%	(626.40)
50	REMOVAL OF SIDEWALK	56.2	SY	18.00	1,011.60	181.80	3,272.40		3,272.40	323%	(2,260.80)
51	REMOVAL OF GRANULAR SURFACING	1245.7	SY	3.10	3,861.67	1,245.70	3,861.67		3,861.67	100%	-
52	SHARED USE PATH, 12', PCC, 6"	2902.8	SY	37.00	107,403.60	2,384.00	88,208.00		88,208.00	82%	19,195.60
53	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	3387	SY	4.50	15,241.50	2,790.00	12,555.00		12,555.00	82%	2,686.50
54	SIDEWALK, PCC, 6"	1527.8	SY	62.00	94,723.60	-	-		-	0%	94,723.60
55	DETECTABLE WARNING	440	SF	40.00	17,600.00	-	-		-	0%	17,600.00
56	DRIVEWAY, PCC, 6"	27	SY	53.00	1,431.00	-	-		-	0%	1,431.00
57	DRIVEWAY, GRANULAR, 6"	4	SY	116.00	464.00	-	-		-	0%	464.00
58	PAVEMENT REMOVAL	619.5	SY	11.15	6,907.43	2,058.20	22,948.93		22,948.93	332%	(16,041.50)
59	PAINTED PAVEMENT MARKINGS, WATERBORNE	20.5	STA	126.00	2,583.00	-	-		-	0%	2,583.00
60	PAINTED SYMBOLS AND LEGENDS	7	EA	75.00	525.00	-	-		-	0%	525.00
61	TYPE A SIGN, SHEET ALUMINUM, HANDICAP SIGN	7	EA	275.00	1,925.00	-	-		-	0%	1,925.00
62	TYPE A SIGN, SHEET ALUMINUM, STOP SIGN	6	EA	500.00	3,000.00	-	-		-	0%	3,000.00
63	TYPE A SIGN, SHEET ALUMINUM, STOP SIGN WITH STREET	2	EA	650.00	1,300.00	-	-		-	0%	1,300.00
64	TEMPORARY TRAFFIC CONTROL	1	LS	7,640.00	7,640.00	0.50	3,820.00		3,820.00	50%	3,820.00
65	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND	3.3	AC	5,000.00	16,500.00	-	-		-	0%	16,500.00
66	PLANTS WITH WARRANTY, DECIDUOUS TREES, 2.5" B&B	70	EA	525.00	36,750.00	-	-		-	0%	36,750.00
67	PLANTS WITH WARRANTY, EVERGREEN TREES, 8' B&B	9	EA	650.00	5,850.00	-	-		-	0%	5,850.00
68	PLANTS WITH WARRANTY, ORNAMENTAL TREES, 2", 8' B&B	18	EA	425.00	7,650.00	-	-		-	0%	7,650.00
69	PLANTS WITH WARRANTY, SHRUBS, #5 CONT	96	EA	67.00	6,432.00	-	-		-	0%	6,432.00
70	PLANTS WITH WARRANTY, PERENNIAL PLANT, #1 CONT	311	EA	16.00	4,976.00	-	-		-	0%	4,976.00
71	DOUBLE-SHREDDED HARDWOOD MULCH	17	CY	135.00	2,295.00	-	-		-	0%	2,295.00
72	SWPPP MANAGEMENT	1	LS	2,950.00	2,950.00	0.35	1,032.50		1,032.50	35%	1,917.50
73	WATTLE, STRAW, 9 INCH	3448	LF	1.70	5,861.60	610.00	1,037.00		1,037.00	18%	4,824.60
74	RIP RAP, CLASS E REVETMENT	750.6	TON	70.00	52,542.00	-	-		-	0%	52,542.00
75	STABILIZED CONSTRUCTION EXIT	75	SY	26.50	1,987.50	62.20	1,648.30		1,648.30	83%	339.20

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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Bondurant	**Owner's Project No.:**	
Engineer:	I&S Group, Inc.	**Engineer's Project No.:**	25-32109
Contractor:	Manatts, Inc.	**Contractor's Project No.:**	
Project:	Grain District Public Improvements		
Contract:	Grain District Public Improvements		

Application No.: 4 **Application Period:** **From** ##### **to** 11/22/25 **Application Date:** 12/01/25

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
76	INLET PROTECTION DEVICE	11	EA	145.00	1,595.00	-	-		-	0%	1,595.00
77	MOBILIZATION	1	LS	67,000.00	67,000.00	1.00	67,000.00		67,000.00	100%	-
78	ELECTRICAL	1	LS	271,000.00	271,000.00	0.01	2,710.00	6,304.74	9,014.74	3%	261,985.26
79	SOIL AMENDMENTS	2000	CY	22.60	45,200.00	-	-		-	0%	45,200.00
80	CONCRETE WASHOUT	1	LS	4,300.00	4,300.00	0.60	2,580.00		2,580.00	60%	1,720.00
				Original Contract Totals	**$ 1,950,334.85**		**$ 1,234,409.30**	**$ 6,304.74**	**$ 1,240,714.04**	**64%**	**$ 709,620.81**

EJCDC C-620 Contractor's Application for Payment
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Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Bondurant	**Owner's Project No.:**	
Engineer:	I&S Group, Inc.	**Engineer's Project No.:**	25-32109
Contractor:	Manatts, Inc.	**Contractor's Project No.:**	
Project:	Grain District Public Improvements		
Contract:	Grain District Public Improvements		

Application No.: 4 **Application Period:** From ##### to 11/22/25 **Application Date:** 12/01/25

A	B	C	D	E	F	G	H	I	J	K	L
		Contract Information				Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
Change Orders											
1001	LIGHT POLE AND LIGHT POLE BASE REMOVAL	1.00	LS	3,547.61	3,547.61	1.00	3,547.61		3,547.61	100%	-
1002	CONCRETE FLUME REMOVAL	224.00	SY	15.40	3,449.60	238.10	3,666.74		3,666.74	106%	(217.14)
1003	REMOVE AND DISPOSE OF POWER POLES AND RR TIES	1.00	LS	2,475.00	2,475.00	1.00	2,475.00		2,475.00	100%	-
1004	TREE REMOVAL AT RAILROAD AND MAIN	1.00	LS	440.00	440.00	1.00	440.00		440.00	100%	-
1005	EXPLORATORY HYDROEXCAVATION	10.00	HR	385.00	3,850.00	14.25	5,486.25		5,486.25	143%	(1,636.25)
1006	LIVE TAP VALVE EXCAVATION AND SHORING	1.00	LS	11,550.00	11,550.00	1.00	11,550.00		11,550.00	100%	-
1007	PIPE APRON, RCP, 15"	1.00	EA	3,575.00	3,575.00	1.00	3,575.00		3,575.00	100%	-
1008	MANHOLE, SW-402, 72"X72", CAST-IN-PLACE	1.00	EA	22,275.00	22,275.00	1.00	22,275.00		22,275.00	100%	-
1009	MANHOLE, SW-403, 72"X84", CAST-IN-PLACE	1.00	EA	33,874.50	33,874.50	1.00	33,874.50		33,874.50	100%	-
1010	MANHOLE, SW-402, 72"X48", CAST-IN-PLACE	1.00	EA	24,675.20	24,675.20	1.00	24,675.20		24,675.20	100%	-
1011	INTAKE, SW-501, CAST-IN-PLACE	4.00	EA	4,598.00	18,392.00	4.00	18,392.00		18,392.00	100%	-
1012	INTAKE, SW-504, CAST-IN-PLACE	1.00	EA	12,925.00	12,925.00	1.00	12,925.00		12,925.00	100%	-
1013	DISPOSAL OF UNSUITABLE MATERIAL	1,090.00	CY	5.50	5,995.00	1,090.00	5,995.00		5,995.00	100%	-
1014	REMOVAL OF LIGHT POLE BASES AT FORMER GAS STATION	2.00	EA	750.00	1,500.00	2.00	1,500.00		1,500.00	100%	-
1015	12" GATE VALVE	1.00	EA	8,115.19	8,115.19	1.00	8,115.19		8,115.19	100%	-
1016	SE POND SAND SEAM REMEDY	1.00	LS	9,933.00	9,933.00	1.00	9,933.00		9,933.00	100%	-
1017	PCC COLD WEATEHR PROTECTION	2,456.20	SY	2.50	6,140.50	2,456.20	6,140.50		6,140.50	100%	-
					-		-		-		-
					-		-		-		-
					-		-		-		-
Existing Item Changes											
11	STORM SEWER, TRENCHED, RCP, 15"	417.00	LF	67.00	27,939.00		-		-	0%	27,939.00
12	STORM SEWER, TRENCHED, RCP, 18"	(372.00)	LF	74.00	(27,528.00)		-		-	0%	(27,528.00)
13	STORM SEWER, TRENCHED, RCP, 24"	(42.00)	LF	92.00	(3,864.00)		-		-	0%	(3,864.00)
19	PIPE APRON, RCP, 24"	(1.00)	EA	3,480.00	(3,480.00)		-		-	0%	(3,480.00)
44	MANHOLE, SW-402, 70"X70"	(2.00)	EA	17,340.00	(34,680.00)		-		-	0%	(34,680.00)
45	INTAKE, SW-501	(5.00)	EA	3,825.00	(19,125.00)		-		-	0%	(19,125.00)
					-		-		-		-
					-		-		-		-
				Change Order Totals	**$ 111,974.60**		**$ 174,565.99**	**$ -**	**$ 174,565.99**	**156%**	**$ (62,591.39)**
Original Contract and Change Orders											
				Project Totals	**$ 2,062,309.45**		**$ 1,408,975.29**	**$ 6,304.74**	**$ 1,415,280.03**	**69%**	**$ 647,029.42**

EJCDC C-620 Contractor's Application for Payment
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Stored Materials Summary

Contractor's Application for Payment

Owner:	City of Bondurant	**Owner's Project No.:**	
Engineer:	I&S Group, Inc.	**Engineer's Project No.:**	25-32109
Contractor:	Manatts, Inc.	**Contractor's Project No.:**	
Project:	Grain District Public Improvements		
Contract:	Grain District Public Improvements		

Application No.: 4 **Application Period:** From 10/25/25 to 11/22/25 **Application Date:** 12/01/25

A	B	C	D	E	F	G	H	I	J	K	L	M
						Materials Stored			Incorporated in Work			
Item No. (Lump Sum Tab) or Bid Item No. (Unit Price Tab)	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Description of Materials or Equipment Stored	Storage Location	Application No. When Materials Placed in Storage	Previous Amount Stored ($)	Amount Stored this Period ($)	Amount Stored to Date (G+H) ($)	Amount Previously Incorporated in the Work ($)	Amount Incorporated in the Work this Period ($)	Total Amount Incorporated in the Work (J+K) ($)	Materials Remaining in Storage (I-L) ($)
78	DM191054		Rebar and Sonitube (light pole bases)	Breton Electric	3	-	2,409.41	2,409.41			-	2,409.41
78	S513623435		Conduit	On Site	3	-	3,895.33	3,895.33			-	3,895.33
47	DM196572		Expansion, dowels, bars etc.	On Site	3	-	17,540.90	17,540.90		17,540.90	17,540.90	-
								-			-	-
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					Totals	$ -	$ 23,845.64	$ 23,845.64	$ -	$ 17,540.90	$ 17,540.90	$ 6,304.74

EJCDC C-620 Contractor's Application for Payment
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BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.l.
For Meeting of 12/1/2025
Resolution

TITLE: - Resolution approving change order no. 3 for additional work not in the plans for the Grain District Lincoln Street Public Improvements in the amount of $24,188.69

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve change order #3 in the amount of $24,188.69 related to additional work that was not included in the original plans.

1. An additional 12-inch gate valve to create better isolation of the newly installed water mains.
2. Excavation and removal of unsuitable soil in the new detention pond area.
3. Cold weather protection for some of the concrete poured last week.

FUNDING SOURCE: TIF/Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251201-347
2. Change Order No. 3

CITY OF BONDURANT
RESOLUTION NO. 251201-347

RESOLUTION APROVING CHANGE ORDER NO. 3 FOR ADDITIONAL WORK ON THE GRAIN DISTRICT LINCOLN ST. PUBLIC IMPROVEMENTS PROJECT IN THE AMONT OF $24,188.69

WHEREAS, on November 25th, 2025, the City of Bondurant received change order no. 3 for the additional work needed for the Grain District Lincoln St. Public Improvement Project; AND

WHEREAS, the City Council approves change order no. 3 for the additional work needed for the Grain District Lincoln St. Public Improvement Project; AND

WHEREAS, This Change Order increases the price of the original contract price of $2,038,120.76 to $2,062,309.45

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that change order no. 3 for the Grain District Lincoln St. Public Improvement Project to Manatt's Inc. is hereby approved

Passed this 1st day of December 2025,

By: _____
Doug Elrod, Mayor

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

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

_____
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

CHANGE ORDER NUMBER: 3

Date of Issuance: December 1, 2025 Effective Date: December 1, 2025

PROJECT:	Grain District Public Improvements	ENGINEER'S PROJECT NUMBER:	25-32109
OWNER:	City of Bondurant	DATE OF CONTRACT:	
CONTRACTOR:	Manatts, Inc.	OWNER'S CONTRACT NUMBER:	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Item 1015 - 12" gate valve installed as part of the new water main along 2nd Street NE
Item 1016 - Excavation, disposal, and replacement of unsuitable sandy material at the safety bench of the SE Pond
Item 1017 - Cold weather protection of PCC pavement

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$1,950,334.85

(Increase) ~~(Decrease)~~ from previously approved Change Orders Number 1 to 2

$87,785.91

Contract Price prior to this Change Order:

$2,038,120.76

(Increase) ~~(Decrease)~~ of this Change Order:

$24,188.69

Contract Price Incorporating this Change Order:

$2,062,309.45

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working Days ☒ Calendar Days

Substantial Completion (day or dates): November 21, 2025
Ready for Final Payment (day or dates): December 22, 2025

(Increase) (Decrease) from previously approved Change Orders Number _____ to _____
Substantial completion (day or dates): _____
Ready for Final Payment (day or dates): _____

Contract Times prior to this Change Order:
Substantial Completion (day or dates): _____
Ready for Final Payment (day or dates): _____

(Increase) (Decrease) of this Change Order:
Substantial Completion (day or dates): _____
Ready for Final Payment (day or dates): _____

Contract Times with all approved Change Orders:
Substantial Completion (day or dates): _____
Ready for Final Payment (day or dates): _____

RECOMMENDED:	ACCEPTED:	ACCEPTED:
I&S Group, Inc.	City of Bondurant	Manatts, Inc.
By: Jay Whitelaw	By: John Horton	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 11/25/2025	Date: 11-25-2025	Date:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount Increase	Amount Decrease
1015	12" GATE VALVE	EA	1.00	$8,115.19	$8,115.19	
1016	SE POND SAND SEAM REMEDY	LS	1.00	$9,933.00	$9,933.00	
1017	PCC COLD WEATHER PROTECTION	SY	2456.20	$2.50	$6,140.50	

TOTALS	$24,188.69	$0.00
NET CHANGE IN CONTRACT PRICE	$24,188.69	
INCREASE (DECREASE) IN CONTRACT TIME, days		

Justification For Changes:

Item 1015 - a 12" gate valve was installed per plan on the new 12" water main constructed along 2nd Street NE

Item 1016 - A sand seam was discovered during the excavation of the SE pond at the same elevation as the safety bench. This material not suitable to complete the grading necessary for the safety bench. JAS excavated and disposed of the unsuitable material and replaced with suitable material to allow for proper grading of the safety bench.

Item 1017 - On 11/21 temperatures were such that cold weather protection was required for the PCC trail and 1' colored PCC border of the decorative crosswalks completed this day. Per SUDAS 7010-108-N payment of $2.50/CY of PCC protected is due to the contractor when protection is required.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.m.
For Meeting of 12/1/2025
Resolution

TITLE: - Resolution approving Pay Request No. 12 to Alliance Construction Group LLC for the Civic Campus Improvements Phase 2 Project in the amount of $439,147.64

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #12 in the amount of $439,147.64 related to the Civic Campus Improvements Phase 2 Project.

This pay application has been reviewed by City Staff and Engineers from Veenstra & Kim for accuracy and is for work completed from October 25th through November 24th for the project. All street paving east of the highway has been completed. Trail and sidewalk work is substantially complete. We are waiting for utility conflicts to get moved before that can be completed. Finish grading and seeding is about 75% complete. Work on Stage 3 has begun and paving work along the Hwy 65 median is nearly complete. Signal work has started and will continue for the next couple of weeks. The intent is to have signals operational sometime around December 12th.

The project is approximately 91% completed.

FUNDING SOURCE: RISE Grant/ Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251201-348
2. Pay Request No. 12

CITY OF BONDURANT
RESOLUTION NO. 251201-348

RESOLUTION APPROVING PAY REQUEST NO. 12 TO ALLIANCE CONSTRUCTION GROUP LLC FOR THE CIVIC CAMPUS IMPROVEMENTS PHASE 2 PROJECT IN THE AMOUNT OF $439,147.64

WHEREAS, the Civic Campus Improvements Phase 2 Pay Request No. 12 was submitted on November 25th, 2025; AND

WHEREAS, the pay request no. 12 is for work completed October 25th through November 24th, 2025, for the Civic Campus Phase 2 Project; AND

WHERAS, City Staff and engineers from Veenstra & Kimm have reviewed the pay request for accuracy; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 12 to Alliance Construction Group LLC in the amount of $439,147.64 hereby approved.

Passed this 1st day of December 2025,

By: _____
Doug Elrod, Mayor

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

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

_____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				

A Kleinfelder Company

VEENSTRA & KIMM INC.
6775 Vista Drive
West Des Moines, Iowa 50266
515.225.8000 // 800.241.8000
www.v-k.net

ESTIMATE OF CONSTRUCTION COMPLETED

PARTIAL PAYMENT NO. 12

PROJECT TITLE: CIVIC CAMPUS IMPROVEMENTS PHASE 2

Contractor: Alliance Construction Group LLC **Date: 11/25/2025**

Original Contract Amount: **$5,251,693.65**

Pay Period: Oct 24, 2025 to Nov 24, 2025

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY (RISE ELIG.) DIVISION 1 (ORIG. CONT.)	QUANTITY (NON-PART) DIVISION 2 (ORIG. CONT.)	QUANTITY TOTAL AUTHORIZED (INCL. C.O.'S)	QUANTITY COMPLETED DIVISION 1 TO DATE	QUANTITY COMPLETED DIVISION 2 TO DATE	QUANTITY COMPLETED TOTAL TO DATE	UNIT PRICE	DIVISION 1 VALUE COMPLETED TO DATE	DIVISION 2 VALUE COMPLETED TO DATE	TOTAL VALUE COMPLETED TO DATE
	EARTHWORK											
2.01	Clearing and Grubbing	LS	0.75	0.25	1	0.75	0.25	1	$9,400.00	$7,050.00	$2,350.00	$9,400.00
2.02	Topsoil	CY	15,650	6,375	22,025	15,650	5,273	20,923	$4.80	$75,120.00	$25,310.40	$100,430.40
2.03	Class 10 Excavation	CY	17,440	2,180	19,620	17,440	1,199	18,639	$7.30	$127,312.00	$8,752.70	$136,064.70
2.04	Obliterate Old Roadbed	STA	15.0	0.0	15.0				$1,200.00	$0.00	$0.00	$0.00
2.05	Below Grade Excavation (Core Out)	CY	704	224	928				$3.75	$0.00	$0.00	$0.00
2.06	Subgrade Preparation	SY	21,097	6,715	27,812	21,097	5,324	26,421	$2.80	$59,071.60	$14,907.20	$73,978.80
2.07	Granular Stabilization	TONS	1,330.0	423.0	1,753.0				$47.75	$0.00	$0.00	$0.00
2.08	Subgrade Treatment, Geogrid	SY	2,110	672	2,782				$2.50	$0.00	$0.00	$0.00
2.09	Modified Subbase	SY	21,097	6,715	27,812	21,097	5,324	26,421	$7.20	$151,898.40	$38,332.80	$190,231.20
2.10	Compaction Testing	LS	0.75	0.25	1	0.75	0.25	1	$14,081.00	$10,560.75	$3,520.25	$14,081.00
	SEWERS AND DRAINS											
4.01	Sanitary Sewer, Trenched, 8" PVC, CO1	LF	0	974	774	0	744	744	$50.00	$0.00	$37,200.00	$37,200.00
4.02	Sanitary Sewer, Trenched, 10" PVC	LF	0	1,797	1,797	0	1,789.5	1,789.5	$51.50	$0.00	$92,159.25	$92,159.25
4.03	Sanitary Sewer, Trenched, 12" PVC	LF	0	826	826	0	829	829	$73.00	$0.00	$60,517.00	$60,517.00
4.04	Sanitary Sewer Force Main, Trenched, 8" PVC	LF	1,857	0	1,857	1,857	0	1,857	$55.00	$102,135.00	$0.00	$102,135.00
4.05	Sanitary Sewer Force Main Abandonment, Plug	LS	1	0	1	1	0	1	$725.00	$725.00	$0.00	$725.00
4.06	Sanitary Sewer Service Stub, 6" PVC, CO1	LF	0	420	370	0	339	339	$41.00	$0.00	$13,899.00	$13,899.00
4.07	Storm Sewer, Trenched, RCP, 15"	LF	1,613	617	2,230	1,613	633.1	2,246.1	$61.00	$98,393.00	$38,619.10	$137,012.10
4.08	Storm Sewer, Trenched, RCP, 18"	LF	285	155	440	285	155	440	$62.00	$17,670.00	$9,610.00	$27,280.00
4.09	Storm Sewer, Trenched, RCP, 24"	LF	519	24	543	519	24	543	$75.00	$38,925.00	$1,800.00	$40,725.00
4.10	Storm Sewer, Trenched, RCP, 36"	LF	344	61	405	344	61	405	$110.00	$37,840.00	$6,710.00	$44,550.00
4.11	Storm Sewer, Trenched, RCP, 42", CO2	LF	1,614	0	1,606	1,606	0	1,606	$150.00	$240,900.00	$0.00	$240,900.00
4.12	Pipe Apron, Concrete, 15"	EA	2	0	2	2	1	3	$2,163.00	$4,326.00	$2,163.00	$6,489.00
4.13	Pipe Apron, Concrete, 24"	EA	2	0	2	2	0	2	$3,030.00	$6,060.00	$0.00	$6,060.00
4.14	Removal of Culverts	LF	192	64	256	192	64	256	$10.00	$1,920.00	$640.00	$2,560.00
4.15	Subdrain, Type 1, PVC, 6"	LF	6,733	1,713	8,446	6,733	1,567	8,300	$13.00	$87,529.00	$20,371.00	$107,900.00
4.16	Subdrain Cleanouts	EA	3	4	7				$450.00	$0.00	$0.00	$0.00
4.17	Subdrain Outlet	EA	60	12	72	60	12	72	$200.00	$12,000.00	$2,400.00	$14,400.00
4.18	Field Tile Repair	LF	300	100	400	450	65	515	$20.00	$9,000.00	$1,300.00	$10,300.00
4.19	Beveled Pipe and Guard, 24"	EA	1	0	1	1	0	1	$2,650.00	$2,650.00	$0.00	$2,650.00
	WATER MAINS AND APPURTENANCES											
5.01	Water Main, 4" PVC, Trenched, CO3	LF	2,785	0	2,803	2,803	0	2,803	$21.00	$58,863.00	$0.00	$58,863.00
5.02	Water Main, 12" PVC, Trenched	LF	0	4,982	4,982	0	4,988	4,988	$52.50	$0.00	$261,870.00	$261,870.00
5.03	Gate Valve, 4", CO3	EA	2	0	6	6	0	6	$1,200.00	$7,200.00	$0.00	$7,200.00
5.04	Gate Valve, 12"	EA	0	10	10	0	10	10	$3,600.00	$0.00	$36,000.00	$36,000.00
5.05	Tapping Sleeve and Valve, 12"	EA	0	1	1	0	1	1	$6,550.00	$0.00	$6,550.00	$6,550.00

BID ITEMS												
			QUANTITY							DIVISION 1	DIVISION 2	TOTAL
ITEM NO.	DESCRIPTION	UNIT	(RISE ELIG.) DIVISION 1 (ORIG. CONT.)	(NON-PART) DIVISION 2 (ORIG. CONT.)	TOTAL AUTHORIZED (INCL. C.O.'S)	COMPLETED DIVISION 1 TO DATE	COMPLETED DIVISION 2 TO DATE	COMPLETED TOTAL TO DATE	UNIT PRICE	VALUE COMPLETED TO DATE	VALUE COMPLETED TO DATE	VALUE COMPLETED TO DATE
5.06	Water Service Stubs, 1.5", CO1, CO2	EA	0	6	4	0	5	5	$1,700.00	$0.00	$8,500.00	$8,500.00
5.07	Water Service Stubs, 8"	EA	0	2	2	0	3	3	$3,250.00	$0.00	$9,750.00	$9,750.00
5.08	Water Service Stubs, 1.5", CO1, CO2	LF	0	355	240	0	265	265	$31.00	$0.00	$8,215.00	$8,215.00
5.09	Water Service Stubs, 8"	LF	0	100	100	0	100	100	$31.50	$0.00	$3,150.00	$3,150.00
5.10	Hydrant Assembly	EA	0	16	16	0	16	16	$6,600.00	$0.00	$105,600.00	$105,600.00
5.11	Blowoff Assembly	EA	3	0	3	3	0	3	$1,680.00	$5,040.00	$0.00	$5,040.00
5.12	Connection to Existing, CO3	EA	0	2	4	2	2	4	$630.00	$1,260.00	$1,260.00	$2,520.00
5.13	Water Main Abandonment	LS	1	0	1	1	0	1	$450.00	$450.00	$0.00	$450.00
	STRUCTURES FOR SANITARY AND STORM SEWERS											
6.01	Manhole, SW-301, 48", CO1	EA	0	17	16	0	16	16	$6,000.00	$0.00	$96,000.00	$96,000.00
6.02	Manhole, SW-401, 72"	EA	13	0	13	13	0	13	$9,550.00	$124,150.00	$0.00	$124,150.00
6.03	Manhole, SW-401, 84"	EA	1	0	1	1	0	1	$10,250.00	$10,250.00	$0.00	$10,250.00
6.04	Manhole, SW-401, 96"	EA	1	0	1	1	0	1	$16,200.00	$16,200.00	$0.00	$16,200.00
6.05	Manhole, SW-406	EA	1	0	1	1	0	1	$3,800.00	$3,800.00	$0.00	$3,800.00
6.06	Intake, SW-508	EA	34	10	44	34	10	44	$6,450.00	$219,300.00	$64,500.00	$283,800.00
6.07	Intake, SW-510	EA	4	0	4	4	0	4	$7,750.00	$31,000.00	$0.00	$31,000.00
	STREETS AND RELATED WORK											
7.01	Pavement, PCC, 8"	SY	13,828	5,765	19,593	13,828	3,483	17,311	$59.00	$815,852.00	$205,497.00	$1,021,349.00
7.02	Pavement, PCC, 10"	SY	4,426	0	4,426	4,375	0	4,375	$74.50	$325,937.50	$0.00	$325,937.50
7.03	Pavement Samples and Testing	LS	0.75	0.25	1	0.75	0.25	1.00	$13,500.00	$10,125.00	$3,375.00	$13,500.00
7.04	Granular Surfacing	TONS	100.0	0.0	100.0	85.0	0	85.0	$37.00	$3,145.00	$0.00	$3,145.00
7.05	Granular Shoulder, Type B	TONS	230.0	121.0	351.0	100.0		100.0	$50.00	$5,000.00	$0.00	$5,000.00
7.06	Pavement Removal	SY	9,178	1,494	10,672	9,178	494	9,672	$8.00	$73,424.00	$3,952.00	$77,376.00
7.07	Driveway Removal	SY	0	134	134	0	134	134	$6.00	$0.00	$804.00	$804.00
7.08	Driveway, PCC	SY	244	134	378				$70.00	$0.00	$0.00	$0.00
7.09	Sidewalk, PCC	SY	615	0	615	588.8	0.0	588.8	$50.00	$29,440.00	$0.00	$29,440.00
7.10	Share Use Path, PCC	SY	2,401	1,420	3,821	2,401.0	863.3	3,264.3	$43.00	$103,243.00	$37,121.90	$140,364.90
7.11	Special Subgrade Preparation for Shared Use Paths	SY	0	1,167	1,167	0	1,167	1,167	$9.20	$0.00	$10,736.40	$10,736.40
7.12	Detectable Warnings	SF	160	0	160	106	0	106	$30.00	$3,180.00	$0.00	$3,180.00
7.13	Sidewalk/Driveway Assurance Testing	LS	0.65	0.35	1	0.65	0.30	0.95	$6,500.00	$4,225.00	$1,950.00	$6,175.00
	TRAFFIC CONTROL											
8.01	Traffic Signals	LS	1.0	0.0	1	0.35	0.00	0.35	$399,000.00	$139,650.00	$0.00	$139,650.00
8.02	Painted Pavement Markings, Solvent/Waterborne	STA	118.6	22.9	141.5	75.0	0.0	75.0	$120.00	$9,000.00	$0.00	$9,000.00
8.03	Painted Symbols and Legends	EA	15	6	21				$125.00	$0.00	$0.00	$0.00
8.04	Temporary Traffic Control	LS	0.9	0.1	1	0.90	0.05	0.95	$29,000.00	$26,100.00	$1,450.00	$27,550.00
8.05	Traffic Signs	EA	10	0	10				$350.00	$0.00	$0.00	$0.00
	SITE WORK AND LANDSCAPING											
9.01	Hydraulic Seeding, Type 1	AC	7.5	3.5	11.0				$3,000.00	$0.00	$0.00	$0.00
9.02	Hydraulic Seeding, Type 2	AC	0.0	2.0	2.0				$2,800.00	$0.00	$0.00	$0.00
9.03	SWPPP Preparation	LS	0.65	0.35	1	0.65	0.35	1.00	$1,500.00	$975.00	$525.00	$1,500.00
9.04	SWPPP Management	LS	0.65	0.35	1	0.65	0.30	0.95	$7,250.00	$4,712.50	$2,175.00	$6,887.50
9.05	Filter Sock, 9"	LF	7,500	3,500	11,000	2,700.0	0	2,700	$1.65	$4,455.00	$0.00	$4,455.00
9.06	Filter Socks, Removal	LF	7,500	3,500	11,000	2,700.0	0	2,700	$0.05	$135.00	$0.00	$135.00
9.07	Erosion Control Mulching, Hydromulching	AC	6.5	4.0	10.5	3.0	2.0	5.0	$1,800.00	$5,400.00	$3,600.00	$9,000.00
9.08	Rip Rap	TONS	50.0	0.0	50.0				$102.00	$0.00	$0.00	$0.00
	MISCELLANEOUS											
11.01	Construction Survey	LS	0.65	0.35	1	0.65	0.30	0.95	$35,000.00	$22,750.00	$10,500.00	$33,250.00
11.02	Mobilization	LS	0.65	0.35	1	0.65	0.35	1.00	$120,000.00	$78,000.00	$42,000.00	$120,000.00

BID ITEMS												
			QUANTITY							DIVISION 1	DIVISION 2	TOTAL
ITEM NO.	DESCRIPTION	UNIT	(RISE ELIG.) DIVISION 1 (ORIG. CONT.)	(NON-PART) DIVISION 2 (ORIG. CONT.)	TOTAL AUTHORIZED (INCL. C.O.'S)	COMPLETED DIVISION 1 TO DATE	COMPLETED DIVISION 2 TO DATE	COMPLETED TOTAL TO DATE	UNIT PRICE	VALUE COMPLETED TO DATE	VALUE COMPLETED TO DATE	VALUE COMPLETED TO DATE
	CHANGE ORDER											
CO1.6	Restocking fees (manhole and pipe)	LS	0	0	1	1	0	1	$2,920.53	$2,920.53	$0.00	$2,920.53
CO1.7	Sanitary Manhole, ST-13	LS	0	0	1	1	0	1	$7,222.24	$7,222.24	$0.00	$7,222.24
CO1.8	Sanitary Sewer, Trenched, 15" PVC	LF	0	0	12.5	3.5	0	3.5	$104.00	$364.00	$0.00	$364.00
CO2.4	Water Service Stubs, 6"	EA	0	0	1	1	0	1	$2,860.00	$2,860.00	$0.00	$2,860.00
CO2.5	Water Service Stubs, 6"	LF	0	0	30	20	0	20	$71.50	$1,430.00	$0.00	$1,430.00
CO2.6	Pipe Apron, Concrete, 42"	EA	0	0	1	1	0	1	$7,975.00	$7,975.00	$0.00	$7,975.00
CO3.4	4” Water Main Alignment Revisions	LS	0	0	1	1	0	1	$10,500.05	$10,500.05	$0.00	$10,500.05
CO3.5	Additional Survey, 4” Water Revisions	LS	0	0	1	1	0	1	$1,650.00	$1,650.00	$0.00	$1,650.00
	Total Value Completed - Bid Items									**$3,268,269.57**	**$1,305,643.00**	**$4,573,912.57**

MATERIALS STORED SUMMARY

Item No.	Description	Unit	Quantity	Unit Price	Extended Cost
	MidStates (Sanitary MHs)		0	$0.00	$0.00
	Core & Main (Sanitary Pipe)		0	$0.00	$0.00
	Core & Main (Water Main)		0	$0.00	$0.00
	Van Maanen Electrical - Signal Poles (CED Invoices)		1	$64,839.27	$64,839.27
	Van Maanen Electrical - (Roadsafe Invoices)		1	$4,237.88	$4,237.88
	Van Maanen Electrical - (General Traffic Invoices)		1	$31,308.00	$31,308.00
	Van Maanen Electrical - (General Traffic Invoices) - New July		1	$108,410.00	$108,410.00
	ACG - (Logan Supply Invoices) - 80% paving completed		0	$124,703.39	$0.00

SUMMARY

	Original Contract	Total Completed
Bid Item Subtotal	$5,251,693.65	$4,573,912.57

APPROVED CHANGE ORDERS

Change Order No.	Description/Notes	Total Approved	Total Completed
1	Pleasant St Sanitary and Water Revisions	-$10,942.23	$0.00
2	Weston Water Service, 42" Apron	$9,150.00	$0.00
3		$0.00	$0.00
4		$0.00	$0.00
5		$0.00	$0.00
6		$0.00	$0.00
7		$0.00	$0.00
8		$0.00	$0.00
9		$0.00	$0.00
10		$0.00	$0.00
(Refer to Bid Item Schedule for Total Completed)	Total Change Orders	-$1,792.23	$0.00

	Total Approved	Total Completed
Revised Contract Price	$5,249,901.42	$4,573,912.57

	Total Completed
Total Materials Stored	$208,795.15
Total Completed Plus Materials Stored	$4,782,707.72
Previously Held Retainage @ 5% Prior to July 1, 2025 (based on **$1,489,555.36**)	$74,477.77
Retainage on Work Completed After July 1, 2025 (3%)	$98,794.57
Total Earned Less Retainage	$4,609,435.38

APPROVED PARTIAL PAYMENTS

Partial Payment No.	Period	Total Approved
1	November 26, 2024 to December 10, 2024	$31,587.50
2	December 11, 2024 to Janurary 7, 2025	$170,649.31
3	Janurary 8, 2025 to February 7, 2025	$67,419.36
4	February 8, 2025 to March 27, 2025	$505,428.70
5	March 28, 2025 to April 25, 2025	$170,057.17
6	April 26, 2025 to May 21, 2025	$469,935.55
7	May 22, 2025 to June 30, 2025	$416,548.86
8	July 1, 2025 to July 28, 2025	$406,372.28
9	July 29, 2025 to Aug 27, 2025	$996,607.20
10	Aug 28, 2025 to Sept 30, 2025	$569,328.72
11	Oct 1, 2025 to Oct 23, 2025	$366,353.09
12		$0.00
	Total Previously Approved	$4,170,287.74

Amount Due This Request	**$439,147.64**

Note: The amount **$439,147.64** is recommended for approval for payment in accordance with the terms of the Contract.

CONTRACT SUMMARY

ORIGINAL CONTRACT AMOUNT	$5,251,693.65
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS	$5,249,901.42
THIS PARTIAL PAYMENT	$439,147.64
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT	$4,609,435.38
BALANCE	$640,466.04
PERCENT COMPLETE	91.1%

Recommended By:	***Contractor:***	***Approved by:***
Veenstra & Kimm, Inc.	***Alliance Construction Group LLC***	***City of Bondurant***
Signature: William Weber	Signature: Clint Carpenter (Nov 26, 2025 06:10:36 CST)	Signature: John C. Horto
Name: William Weber	Name: Clint Carpenter	Name: John Horto
Title: Project Manager	Title: Project Manager	Title: Public Works Director
Date: Nov 25, 2025	Date: Nov 26, 2025	Date: Nov 26, 2025

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.n.
For Meeting of 12/1/2025
Resolution

TITLE: - Resolution approving the Annual Finance Report to the State of Iowa for FY25, and Receiving and Filing for Audit

CONTACT PERSON:
Jene Jess, Finance Director
Craig Marshman, Administrative Specialist

BRIEF HISTORY & ANALYSIS: The Code of Iowa requires all Iowa cities to publish and file an Annual Finance Report. Attached is the report that was published and submitted to the state. The purpose of this agenda item is to receive and file the report.

FY25 Annual Finance Report Summary
The City's FY25 Annual Finance Report reflects strong financial performance. Total revenues and financing sources reached $75.5 million, aligning with budget expectations, while expenditures and financing uses totaled $46.0 million, remaining well below the $54.4 million budget. Fund balances increased to $66.8 million, though below the budgeted estimate due to the timing of major capital projects and related financing. Key revenues included property taxes, TIF, and charges for services, along with significant capital financing activity. The City ended FY25 with $29.5 million in GO debt, $5.9 million in revenue debt, and remains well within its GO Debt Limit of $54.5 million, positioning Bondurant for continued growth and investment.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Receive and file Annual Finance Report for Audit.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 241201-349
2. FY2025 AFR

CITY OF BONDURANT
RESOLUTION NO. 251201-349

RESOLUTION APPROVING THE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR 2025

WHEREAS Chapter 384.22 of the Code of Iowa requires all Iowa cities to publish and file and Annual Financial Report no later than December 1 of each year; AND

WHEREAS the Administrative Services Coordinator of the City of Bondurant has completed the Annual Financial Report and recommends its submission to the State of Iowa as required by law, 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 Financial Report for Fiscal Year 2025, is hereby approved as presented.

Passed this 1st day of November 2025,

By: _____
Doug Elrod, Mayor

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

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

_____
Shelby Hagan, City Clerk

Action	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

STATE OF IOWA
2025
FINANCIAL REPORT
FISCAL YEAR ENDED
JUNE 30, 2025
CITY OF BONDURANT, IOWA
DUE: December 1, 2025

16207700300000
CITY OF BONDURANT
PO Box 37
BONDURANT IA 50035-0037
POPULATION: 7365

NOTE - The information supplied in this report will be shared by the Iowa State Auditor's Office, the U.S. Census Bureau, various public interest groups, and State and federal agencies.

ALL FUNDS

	Governmental (a)	Proprietary (b)	Total Actual (c)	Budget (d)
Revenues and Other Financing Sources				
Taxes Levied on Property	5,722,503		5,722,503	5,789,744
Less: Uncollected Property Taxes-Levy Year	0		0	0
Net Current Property Taxes	5,722,503		5,722,503	5,789,744
Delinquent Property Taxes	0		0	0
TIF Revenues	3,247,621		3,247,621	3,257,960
Other City Taxes	1,532,487	0	1,532,487	1,546,100
Licenses and Permits	305,465	0	305,465	297,740
Use of Money and Property	1,300,451	270,082	1,570,533	1,216,306
Intergovernmental	1,998,660	0	1,998,660	4,480,698
Charges for Fees and Service	846,062	4,722,731	5,568,793	5,482,284
Special Assessments	0	0	0	0
Miscellaneous	645,331	15,070	660,401	332,467
Other Financing Sources	47,474,666	0	47,474,666	43,451,827
Transfers In	7,433,719	0	7,433,719	7,560,010
Total Revenues and Other Sources	70,506,965	5,007,883	75,514,848	73,415,136
Expenditures and Other Financing Uses				
Public Safety	3,189,497		3,189,497	3,516,843
Public Works	1,543,143		1,543,143	2,055,399
Health and Social Services	39,786		39,786	64,165
Culture and Recreation	1,230,818		1,230,818	1,444,837
Community and Economic Development	804,969		804,969	973,550
General Government	775,950		775,950	822,100
Debt Service	4,148,782		4,148,782	4,148,717
Capital Projects	22,737,135		22,737,135	28,827,761
Total Governmental Activities Expenditures	34,470,080	0	34,470,080	41,853,372
BUSINESS TYPE ACTIVITIES		4,097,768	4,097,768	4,965,036
Total All Expenditures	34,470,080	4,097,768	38,567,848	46,818,408
Other Financing Uses	0	0	0	
Transfers Out	5,546,050	1,887,669	7,433,719	7,560,010
Total All Expenditures/and Other Financing Uses	40,016,130	5,985,437	46,001,567	54,378,418
Excess Revenues and Other Sources Over (Under) Expenditures/and Other Financing Uses	30,490,835	-977,554	29,513,281	19,036,718
Beginning Fund Balance July 1, 2024	32,579,659	4,741,008	37,320,667	67,909,333
Ending Fund Balance June 30, 2025	63,070,494	3,763,454	66,833,948	86,946,051

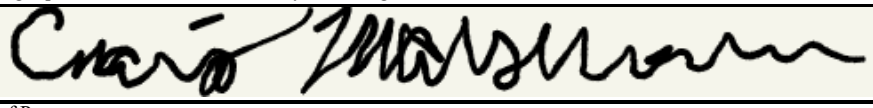
NOTE - These balances do not include the following, which were not budgeted and are not available for city operations:

Non-budgeted Internal Service Funds	Pension Trust Funds
Private Purpose Trust Funds	Agency Funds

Indebtedness at June 30, 2025	Amount	Indebtedness at June 30, 2025	Amount
General Obligation Debt	29,485,000	Other Long-Term Debt	0
Revenue Debt	5,921,154	Short-Term Debt	662,564
TIF Revenue Debt	0		
		General Obligation Debt Limit	54,507,107

CERTIFICATION

The forgoing report is correct to the best of my knowledge and belief



Signature of Preparer

Printed name of Preparer
Craig Marshman

Publication
11/26/2025

Phone Number
515-967-2418

Date Signed

Signature of Mayor or Mayor Pro Tem (Name and Title)

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REVENUE P2

CITY OF BONDURANT
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2025

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section A - Taxes	1										1
Taxes levied on property	2	4,137,949	104,455		1,480,099	0	0	5,722,503		5,722,503	2
Less: Uncollected Property Taxes - Levy Year	3							0		0	3
Net Current Property Taxes	4	4,137,949	104,455		1,480,099	0	0	5,722,503		5,722,503	4
Delinquent Property Taxes	5							0		0	5
Total Property Tax	6	4,137,949	104,455		1,480,099	0	0	5,722,503		5,722,503	6
TIF Revenues	7			3,247,621				3,247,621		3,247,621	7
Other City Taxes											
Utility Tax Replacement Excise Taxes	8	13,314	336		3,868	0	0	17,518		17,518	8
Utility Franchise Tax (Chapter 364.2, Code of Iowa)	9	8,843						8,843		8,843	9
Parimutuel Wager Tax	10							0		0	10
Gaming Wager Tax	11							0		0	11
Mobile Home Tax	12							0		0	12
Hotel / Motel Tax	13	5,751						5,751		5,751	13
Other Local Option Taxes	14		1,500,375					1,500,375		1,500,375	14
Total Other City Taxes	15	27,908	1,500,711		3,868	0	0	1,532,487	0	1,532,487	15
Section B - Licenses and Permits	16	305,465						305,465		305,465	16
Section C - Use of Money and Property	17										17
Interest	18	393,630	95,206	19,958	36,425	709,016	1,454	1,255,689	270,082	1,525,771	18
Rents and Royalties	19	44,762						44,762		44,762	19
Other Miscellaneous Use of Money and Property	20							0		0	20
	21							0		0	21
Total Use of Money and Property	22	438,392	95,206	19,958	36,425	709,016	1,454	1,300,451	270,082	1,570,533	22
Section D - Intergovernmental	24										24
Federal Grants and Reimbursements	26										26
Federal Grants	27					242,250		242,250		242,250	27
Community Development Block Grants	28							0		0	28
Housing and Urban Development	29							0		0	29
Public Assistance Grants	30							0		0	30
Payment in Lieu of Taxes	31							0		0	31
	32							0		0	32
Total Federal Grants and Reimbursements	33	0	0		0	242,250	0	242,250	0	242,250	33

REVENUE P3

CITY OF BONDURANT
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2025

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section D - Intergovernmental - Continued	41										41
State Shared Revenues	43										43
Road Use Taxes	44		1,163,891					1,163,891		1,163,891	44
Other state grants and reimbursements	48										48
State grants	49	975	4,638			10,000		15,613		15,613	49
Iowa Department of Transportation	50							0		0	50
Iowa Department of Natural Resources	51					166,306		166,306		166,306	51
Iowa Economic Development Authority	52					50,000		50,000		50,000	52
CEBA grants	53							0		0	53
C&I Replacement and Tier I Business Tax Replacement	54	65,455	1,652		20,771			87,878		87,878	54
	55							0		0	55
	56							0		0	56
	57							0		0	57
	58							0		0	58
	59							0		0	59
Total State	60	66,430	1,170,181	0	20,771	226,306	0	1,483,688	0	1,483,688	60
Local Grants and Reimbursements											
County Contributions	63	93,188				5,500		98,688		98,688	63
Library Service	64		6,655					6,655		6,655	64
Township Contributions	65	166,919						166,919		166,919	65
Fire/EMT Service	66							0		0	66
Parks & Rec Grant	67	460						460		460	67
	68							0		0	68
	69							0		0	69
Total Local Grants and Reimbursements	70	260,567	6,655	0	0	5,500	0	272,722	0	272,722	70
Total Intergovernmental (Sum of lines 33, 60, and 70)	71	326,997	1,176,836	0	20,771	474,056	0	1,998,660	0	1,998,660	71
Section E -Charges for Fees and Service	72										72
Water	73							0	2,489,973	2,489,973	73
Sewer	74							0	1,768,874	1,768,874	74
Electric	75							0		0	75
Gas	76					16,777		16,777		16,777	76
Parking	77							0		0	77
Airport	78							0		0	78
Landfill/garbage	79	608,039						608,039		608,039	79
Hospital	80							0		0	80

REVENUE P4

CITY OF BONDURANT
REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2025

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Section E - Charges for Fees and Service - Continued	81										81
Transit	82							0		0	82
Cable TV	83							0		0	83
Internet	84							0		0	84
Telephone	85							0		0	85
Housing Authority	86							0		0	86
Storm Water	87							0	463,884	463,884	87
Other:	88										88
Nursing Home	89							0		0	89
Police Service Fees	90							0		0	90
Prisoner Care	91							0		0	91
Fire Service Charges	92							0		0	92
Ambulance Charges	93	210,397						210,397		210,397	93
Sidewalk Street Repair Charges	94	1,349						1,349		1,349	94
Housing and Urban Renewal Charges	95	4,937						4,937		4,937	95
River Port and Terminal Fees	96							0		0	96
Public Scales	97							0		0	97
Cemetery Charges	98							0		0	98
Library Charges	99							0		0	99
Park, Recreation, and Cultural Charges	100	3,199						3,199		3,199	100
Animal Control Charges	101							0		0	101
Administrative fees & records request	102	1,364						1,364		1,364	102
	103							0		0	103
Total Charges for Service	104	829,285	0	0	0	16,777	0	846,062	4,722,731	5,568,793	104
Section F - Special Assesments	106							0		0	106
Section G - Miscellaneous	107										107
Contributions	108	13,628	59,510			127,175		200,313		200,313	108
Deposits and Sales/Fuel Tax Refunds	109							0	12,200	12,200	109
Sale of Property and Merchandise	110	21,397	1,474				4,480	27,351		27,351	110
Fines	111	27,408						27,408		27,408	111
Internal Service Charges	112							0		0	112
Refunds/reimbursements	113	328,065	47,474			81		375,620	2,870	378,490	113
Host fee in lieu of taxes	114	14,639						14,639		14,639	114
	115							0		0	115
	116							0		0	116
	117							0		0	117
	118							0		0	118
	119							0		0	119
Total Miscellaneous	120	405,137	108,458	0	0	127,256	4,480	645,331	15,070	660,401	120

REVENUE P5

CITY OF BONDURANT

REVENUE AND OTHER FINANCING SOURCES FOR YEAR ENDED JUNE 30, 2025

NON-GAAP/CASH BASIS

Item Description		General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of (g) and (h)) (i)	
Total All Revenues (Sum of lines 6, 7, 15,16,22, 71, 104, 106, and 120)	121	6,471,133	2,985,666	3,267,579	1,541,163	1,327,105	5,934	15,598,580	5,007,883	20,606,463	121
Section H - Other Financing Sources	123										123
Proceeds of capital asset sales	124	440						440		440	124
Proceeds of long-term debt (Excluding TIF internal borrowing)	125	1,025,000			3,485,673	42,963,553		47,474,226		47,474,226	125
Proceeds of anticipatory warrants or other short-term debt	126							0		0	126
Regular transfers in and interfund loans	127	416,571	1,361,874		431,070	1,835,357		4,044,872		4,044,872	127
Internal TIF loans and transfers in	128	464,925			2,753,242	170,680		3,388,847		3,388,847	128
	129							0		0	129
	130							0		0	130
Total Other Financing Sources	131	1,906,936	1,361,874	0	6,669,985	44,969,590	0	54,908,385	0	54,908,385	131
Total Revenues Except for Beginning Balances (Sum of lines 121 and 131)	132	8,378,069	4,347,540	3,267,579	8,211,148	46,296,695	5,934	70,506,965	5,007,883	75,514,848	132
Beginning Fund Balance July 1, 2024	134	5,831,908	1,130,136	2,834	153,512	25,429,402	31,867	32,579,659	4,741,008	37,320,667	134
Total Revenues and Other Financing Sources (Sum of lines 132 and 134)	136	14,209,977	5,477,676	3,270,413	8,364,660	71,726,097	37,801	103,086,624	9,748,891	112,835,515	136

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Local Government Property Valuation System

CITY OF BONDURANT
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2025

NON-GAAP/CASH BASIS

Item Description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section A - Public Safety	1										1
Police Department/Crime Prevention	2	771,798						771,798		771,798	2
Jail	3							0		0	3
Emergency Management	4							0		0	4
Flood control	5							0		0	5
Fire Department	6	792,095	215,948					1,008,043		1,008,043	6
Ambulance	7	878,182	217,394					1,095,576		1,095,576	7
Building Inspections	8	296,981	10,305					307,286		307,286	8
Miscellaneous Protective Services	9							0		0	9
Animal Control	10							0		0	10
Other Public Safety	11	79						79		79	11
Crossing guard	12	5,652	1,063					6,715		6,715	12
	13							0		0	13
Total Public Safety	14	2,744,787	444,710		0	0	0	3,189,497		3,189,497	14
Section B - Public Works	15										15
Roads, Bridges, Sidewalks	16	20,250	848,338					868,588		868,588	16
Parking Meter and Off-Street	17	51						51		51	17
Street Lighting	18		64,805					64,805		64,805	18
Traffic Control Safety	19		7,856					7,856		7,856	19
Snow Removal	20		7,403					7,403		7,403	20
Highway Engineering	21							0		0	21
Street Cleaning	22							0		0	22
Airport (if not an enterprise)	23							0		0	23
Garbage (if not an enterprise)	24	587,899	6,541					594,440		594,440	24
Other Public Works	25							0		0	25
	26							0		0	26
	27							0		0	27
Total Public Works	28	608,200	934,943		0	0	0	1,543,143		1,543,143	28
Section C - Health and Social Services	29										29
Welfare Assistance	30	38,968						38,968		38,968	30
City Hospital	31							0		0	31
Payments to Private Hospitals	32							0		0	32
Health Regulation and Inspections	33							0		0	33
Water, Air, and Mosquito Control	34	818						818		818	34
Community Mental Health	35							0		0	35
Other Health and Social Services	36							0		0	36
	37							0		0	37
	38							0		0	38
Total Health and Social Services	39	39,786	0		0	0	0	39,786		39,786	39
Section D - Culture and Recreation	40										40
Library Services	41	685,504	206,771					892,275		892,275	41
Museum, Band, Theater	42							0		0	42
Parks	43	162,108	23,846					185,954		185,954	43
Recreation	44	61,310	19,436					80,746		80,746	44
Cemetery	45	35,963	16,796					52,759		52,759	45
Community Center, Zoo, Marina, and Auditorium	46							0		0	46
Other Culture and Recreation	47							0		0	47
Trees	48		19,084					19,084		19,084	48
	49							0		0	49
Total Culture and Recreation	50	944,885	285,933		0	0	0	1,230,818		1,230,818	50

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Local Government Property Valuation System

CITY OF BONDURANT

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2025 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section E - Community and Economic Development	51										51
Community beautification	52							0		0	52
Economic development	53	385,608	38,456					424,064		424,064	53
Housing and urban renewal	54							0		0	54
Planning and zoning	55	297,010	83,895					380,905		380,905	55
Other community and economic development	56							0		0	56
TIF Rebates	57							0		0	57
	58							0		0	58
Total Community and Economic Development	59	682,618	122,351	0	0	0	0	804,969		804,969	59
Section F - General Government	60										60
Mayor, Council and City Manager	61	149,175	43,093					192,268		192,268	61
Clerk, Treasurer, Financial Administration	62	318,657	99,535					418,192		418,192	62
Elections	63							0		0	63
Legal Services and City Attorney	64	17,278						17,278		17,278	64
City Hall and General Buildings	65	21,215						21,215		21,215	65
Tort Liability	66	121,497						121,497		121,497	66
Other General Government	67							0		0	67
Special Census	68	3,073						3,073		3,073	68
Flex spending account fees	69	2,427						2,427		2,427	69
Total General Government	70	633,322	142,628		0	0	0	775,950		775,950	70
Section G - Debt Service	71				4,148,782			4,148,782		4,148,782	71
	72							0		0	72
	73							0		0	73
Total Debt Service	74	0	0	0	4,148,782	0	0	4,148,782		4,148,782	74
Section H - Regular Capital Projects - Specify	75										75
City-wide capital projects	76					22,737,135		22,737,135		22,737,135	76
	77							0		0	77
Subtotal Regular Capital Projects	78	0	0		0	22,737,135	0	22,737,135		22,737,135	78
TIF Capital Projects - Specify	79										79
	80							0		0	80
	81							0		0	81
Subtotal TIF Capital Projects	82	0	0		0	0	0	0		0	82
Total Capital Projects	83	0	0		0	22,737,135	0	22,737,135		22,737,135	83
Total Governmental Activities Expenditures (Sum of lines 14, 28, 39, 50, 59, 70, 74, 83)	84	5,653,598	1,930,565	0	4,148,782	22,737,135	0	34,470,080		34,470,080	84
	85										85

TIF Rebates are expended out of the TIF Special Revenue Fund within the Community and Economic Development program's activity "Other"

EXPENDITURES P8

CITY OF BONDURANT

EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2025 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Section I - Business Type Activities	87										87
Water - Current Operation	88								2,037,202	2,037,202	88
Capital Outlay	89									0	89
Debt Service	90									0	90
Sewer and Sewage Disposal - Current Operation	91								1,655,130	1,655,130	91
Capital Outlay	92									0	92
Debt Service	93									0	93
Electric - Current Operation	94									0	94
Capital Outlay	95									0	95
Debt Service	96									0	96
Gas Utility - Current Operation	97									0	97
Capital Outlay	98									0	98
Debt Service	99									0	99
Parking - Current Operation	100									0	100
Capital Outlay	101									0	101
Debt Service	102									0	102
Airport - Current Operation	103									0	103
Capital Outlay	104									0	104
Debt Service	105									0	105
Landfill/Garbage - Current operation	106									0	106
Capital Outlay	107									0	107
Debt Service	108									0	108
Hospital - Current Operation	109									0	109
Capital Outlay	110									0	110
Debt Service	111									0	111
Transit - Current Operation	112									0	112
Capital Outlay	113									0	113
Debt Service	114									0	114
Cable TV, Telephone, Internet - Current Operation	115									0	115
Capital Outlay	116									0	116
Housing Authority - Current Operation	117									0	117
Capital Outlay	118									0	118
Debt Service	119									0	119
Storm Water - Current Operation	120								405,436	405,436	120
Capital Outlay	121									0	121
Debt Service	122									0	122
Other Business Type - Current Operation	123									0	123
Capital Outlay	124									0	124
Debt Service	125									0	125
Internal Service Funds - Specify	126										126
	127									0	127
	128									0	128
Total Business Type Activities	129								4,097,768	4,097,768	129

CITY OF BONDURANT
EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2025 -- Continued

NON-GAAP/CASH BASIS

Item description	Line	General (a)	Special Revenue (b)	TIF Special Revenue (c)	Debt Service (d)	Capital Projects (e)	Permanent (f)	Total Governmental (Sum of cols. (a) through (f)) (g)	Proprietary (h)	Grand Total (Sum of col. (g)) (i)	Line
Subtotal Expenditures (Sum of lines 84 and 129)	130	5,653,598	1,930,565	0	4,148,782	22,737,135	0	34,470,080	4,097,768	38,567,848	130
Section J - Other Financing Uses Including Transfers Out	131										131
Regular transfers out	132	187,244	1,871,562			98,397		2,157,203	1,887,669	4,044,872	132
Internal TIF loans/repayments and transfers out	133			3,270,412		118,435		3,388,847		3,388,847	133
	134							0		0	134
Total Other Financing Uses	135	187,244	1,871,562	3,270,412	0	216,832	0	5,546,050	1,887,669	7,433,719	135
Total Expenditures and Other Financing Uses (Sum of lines 130 and 135)	136	5,840,842	3,802,127	3,270,412	4,148,782	22,953,967	0	40,016,130	5,985,437	46,001,567	136
	137										137
Ending fund balance June 30, :	138										138
Governmental:	139										139
Nonspendable	140						37,801	37,801		37,801	140
Restricted	141		1,675,549	1	4,215,878	48,772,130		54,663,558		54,663,558	141
Committed	142							0		0	142
Assigned	143	56,343						56,343		56,343	143
Unassigned	144	8,312,792						8,312,792		8,312,792	144
Total Governmental	145	8,369,135	1,675,549	1	4,215,878	48,772,130	37,801	63,070,494		63,070,494	145
Proprietary	146								3,763,454	3,763,454	146
Total Ending Fund Balance June 30,	147	8,369,135	1,675,549	1	4,215,878	48,772,130	37,801	63,070,494	3,763,454	66,833,948	147
Total Requirements (Sum of lines 136 and 147)	148	14,209,977	5,477,676	3,270,413	8,364,660	71,726,097	37,801	103,086,624	9,748,891	112,835,515	148

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Local Government Property Valuation System

OTHER P10

Part III Intergovernmental Expenditures
Please report below expenditures made to the State or to other local governments on a reimbursement or cost sharing basis. Include these expenditures in part II. Enter amount.

Purpose	Amount paid to other local governments
Correction	
Health	
Highways	
Transit Subsidies	
Libraries	
Police protection	
Sewerage	
Sanitation	
All other	

Purpose	Amount paid to State
Highways	
All other	

Part IV
Wages & Salaries
Report here the total salaries and wages paid to all employees of your government before deductions of social security, retirement, etc. Include also salaries and wages paid to employees of any utility owned and operated by your government, as well as salaries and wages of municipal employees charged to construction projects.

YOU ARE REQUIRED TO ENTER SALARY DOLLARS IN THE Amount areas FOR SALARIES AND WAGES PAID	Amount
Total Salaries and Wages Paid	3,342,607

Part V Debt Outstanding, Issued, and Retired

Transit subsidies

A. Long-Term Debt

Debt During the Fiscal Year					Debt Outstanding JUNE 30, 2025				
Purpose	Line	Debt Outstanding JULY 1, 2024	Issued	Retired	General Obligation	TIF Revenue	Revenue	Other	Interest Paid This Year
Water Utility	1.	2,234,396	0	100,000	0	0	2,134,396	0	95,133
Sewer Utility	2.	2,358,350	0	361,592	0	0	1,996,758	0	54,458
Electric Utility	3.	0	0	0	0	0	0	0	0
Gas Utility	4.	0	0	0	0	0	0	0	0
Transit-Bus	5.	0	0	0	0	0	0	0	0
Industrial Revenue	6.	0	0	0	0	0	0	0	0
Mortgage Revenue	7.	0	0	0	0	0	0	0	0
TIF Revenue	8.	0	0	0	0	0	0	0	0
Other Purposes / Miscellaneous	9.	0	0	0	0	0	0	0	0
GO	10.	31,860,000	42,145,000	2,375,000	29,485,000	0	0	0	1,766,916
Parking	11.	0	0	0	0	0	0	0	0
Airport	12.	0	0	0	0	0	0	0	0
Stormwater	13.	1,890,000	0	100,000	0	0	1,790,000	0	37,800
Section 108	14.	0	0	0	0	0	0	0	0
Total Long-Term		38,342,746	42,145,000	2,936,592	29,485,000	0	5,921,154	0	1,954,307

B. Short-Term Debt Amount

Outstanding as of July 1, 2024	284,161
Outstanding as of JUNE 30, 2025	662,564

Part VI DEBT LIMITATION FOR GENERAL OBLIGATIONS

Actual valuation -- January 1, 2023

Amount		
1,090,142,147	**x.05 = $**	54,507,107.35

Part VII CASH AND INVESTMENT ASSETS AS OF JUNE 30, 2025

Type of asset	Amount				
	Bond and interest funds (a)	Bond construction funds (b)	Pension/retirement funds (c)	All other Funds (d)	Total (e)
Cash and investments - Include cash on hand, CD's, time, checking and savings deposits, Federal securities, Federal agency securities, State and local government securities, and all other securities. Exclude value of real property.				66,833,948	66,833,948
	If you budget on a NON-GAAP CASH BASIS, the amount in the Total above SHOULD EQUAL the above summed amounts on the sheet All Funds P1: Ending fund balance, column C PLUS the amounts in the shaded Note area.				

CITY DEBT DETAIL - LT DEBT1

Debt Series Name		Type of Debt	Date of Issuance	Debt Resolution	Rate Range	Voted	Amount of Issue	Principal Outstanding July 1, 2024	Fiscal Year Principal Paid	Fiscal Year Interest Paid	Tied to Other Debt	Purpose of Debt	Projects Funded by Debt
2011 Corporate Purpose	1	GO	07-06-2011	11-87	1.00-3.45	No Vote - Essential GO	1,550,000	285,000	140,000	9,623		General Obligation (GO)	2nd St, Main St, Railroad St, Sweeper Truck
2013A Corporate Purpose	2	GO	06-12-2013	13-70	0.30-2.00	No Vote - Essential GO	2,265,000	155,000	155,000	3,100		General Obligation (GO)	Paine St Connection
2014A Water	3	GO	03-05-2014	14-31	0.50-3.40	No Vote - Essential GO	1,130,000	600,000	115,000	18,215		General Obligation (GO)	Acquiring water supply rights for the waterworks utility system
2017 GO Urban Renewal TIF	4	GO	05-31-2017	17-41	1.40-2.35	No Vote - Essential GO	895,000	285,000	140,000	6,488		General Obligation (GO)	Acquiring land and constructing park and recreation improvements and facilities
2018A GO Corporate Purpose	5	GO	06-28-2018	18-98	3.10-4.00	No Vote - Essential GO	2,455,000	1,370,000	255,000	46,590		General Obligation (GO)	Lincoln St, Culvert, Parking, Ambulance, Parks
2020A GO Corporate Purpose	6	GO	02-03-2020	200121-27	1.77	No Vote - Essential GO	2,135,000	1,680,000	195,000	56,100		General Obligation (GO)	Underpass, Turn Ln, Grant/65, 2 Trucks
2020B Corporate Purpose TIF	7	GO	02-03-2020	200121-28	1.87	No Vote - Essential GO	7,045,000	5,915,000	530,000	162,100		General Obligation (GO)	Project Bluejay, Stormwater
2020C Sewer Revenue	8	Revenue	06-30-2020	200615-182	2.65	No Vote - Non-GO	2,665,000	2,055,000	165,000	54,458		Sewer Utility	NW Trunk Sewer
2020D GO Corporate Purpose LOSST	9	GO	11-04-2020	201019-299	2.13-3.00	No Vote - Essential GO	3,580,000	2,925,000	160,000	73,775		General Obligation (GO)	Library Expansion
2020E Storm Water Revenue	10	Revenue	12-30-2020	201221-381	2.00	No Vote - Non-GO	2,290,000	1,890,000	100,000	37,800		Stormwater	NE Stormwater Expansion/SW Downstream Capacity
2021A TIF Annual Appropriation	11	GO	02-02-2021	210119-22	2.00-3.00	No Vote - Essential GO	6,050,000	370,000	370,000	132,400		General Obligation (GO)	Project Omega
2022A TIF GO Annual Appropriation	12	GO	02-22-2022	220207-47	2.50-4.00	No Vote - Essential GO	13,700,000	315,000	315,000	452,975	14	General Obligation (GO)	ES Building, Land, Meyers Certified Site
2023A GO Corporate Purpose	13	GO	11-21-2023	230807-151	4.00-5.00	No Vote - Essential GO	6,420,000	6,420,000	0	288,000		General Obligation (GO)	Street Improvements, BES Vehicles & Equipment, Improve Existing Parks, Tennis & Pickleball Courts, Trail Improvements
2023B GO Urban Renewal	14	GO	11-21-2023	231120-247	4.00-5.00	No Vote - Essential GO	11,540,000	11,540,000	0	517,550	16	General Obligation (GO)	City Park, BES facility, Street Improvements, Improve Existing Parks
2025A GO Corporate Purpose	15	GO	06-26-2025	250519-140	4.75-5.00	No Vote - Essential GO	10,225,000	0	0	0	16	General Obligation (GO)	Street construction, Emergency Services vehicles, signage, Lake Petocka improvements
2025B GO Annual Appropriation Urban Renewal	16	GO	06-26-2025	250519-141	5.00-5.25	No Vote - Essential GO	31,920,000	0	0	0	15	General Obligation (GO)	Street construction, Parks and Recreation facility, Fire Station, Downtown parking, Parkside trail connection
Urban Service Area Agreement	17	Revenue	08-01-2005	5-37	0.00	No Vote - Non-GO	1,221,213	303,350	196,592	0		Sewer Utility	Sewer Infrastructure, Polk County
2023 Water SRF Construction Loan	18	Revenue	07-21-2023	230710-136	1.75	No Vote - Non-GO	7,750,000	2,234,396	100,000	95,133		Water Utility	Water Tower, Water Mains, and Treatment Facility
TIF Rebate	19	TIF Agreement	06-30-2025	TIF REBATE	0-0	No Vote - Non-GO	123,600	0	123,600	0		TIF Revenue	TIF Rebate
	20	-				-						-	-

CITY DEBT DETAIL - LT DEBT2

Debt Series Name		Type of Debt	Date of Issuance	Debt Resolution	Rate Range	Voted	Amount of Issue	Principal Outstanding July 1, NaN	Fiscal Year Principal Paid	Fiscal Year Interest Paid	Tied to Other Debt	Purpose of Debt	Projects Funded by Debt
	21	-				-						-	-
	22	-				-						-	-
	23	-				-						-	-
	24	-				-						-	-
	25	-				-						-	-
	26	-				-						-	-
	27	-				-						-	-
	28	-				-						-	-
	29	-				-						-	-
	30	-				-						-	-
	31	-				-						-	-
	32	-				-						-	-
	33	-				-						-	-
	34	-				-						-	-
	35	-				-						-	-
	36	-				-						-	-
	37	-				-						-	-
	38	-				-						-	-
	39	-				-						-	-
	40	-				-						-	-

CITY DEBT DETAIL - LT DEBT3

Debt Series Name		Type of Debt	Date of Issuance	Debt Resolution	Rate Range	Voted	Amount of Issue	Principal Outstanding July 1, NaN	Fiscal Year Principal Paid	Fiscal Year Interest Paid	Tied to Other Debt	Purpose of Debt	Projects Funded by Debt
	41	-				-						-	-
	42	-				-						-	-
	43	-				-						-	-
	44	-				-						-	-
	45	-				-						-	-
	46	-				-						-	-
	47	-				-						-	-
	48	-				-						-	-
	49	-				-						-	-
	50	-				-						-	-
	51	-				-						-	-
	52	-				-						-	-
	53	-				-						-	-
	54	-				-						-	-
	55	-				-						-	-
	56	-				-						-	-
	57	-				-						-	-
	58	-				-						-	-
	59	-				-						-	-
	60	-				-						-	-

CITY DEBT DETAIL - LT DEBT4

Debt Series Name		Type of Debt	Date of Issuance	Debt Resolution	Rate Range	Voted	Amount of Issue	Principal Outstanding July 1, NaN	Fiscal Year Principal Paid	Fiscal Year Interest Paid	Tied to Other Debt	Purpose of Debt	Projects Funded by Debt
	61	-				-						-	-
	62	-				-						-	-
	63	-				-						-	-
	64	-				-						-	-
	65	-				-						-	-
	66	-				-						-	-
	67	-				-						-	-
	68	-				-						-	-
	69	-				-						-	-
	70	-				-						-	-
	71	-				-						-	-
	72	-				-						-	-
	73	-				-						-	-
	74	-				-						-	-
	75	-				-						-	-
	76	-				-						-	-
	77	-				-						-	-
	78	-				-						-	-
	79	-				-						-	-
	80	-				-						-	-

CITY DEBT DETAIL - LT DEBT5

Debt Series Name		Type of Debt	Date of Issuance	Debt Resolution	Rate Range	Voted	Amount of Issue	Principal Outstanding July 1, NaN	Fiscal Year Principal Paid	Fiscal Year Interest Paid	Tied to Other Debt	Purpose of Debt	Projects Funded by Debt
	81	-				-						-	-
	82	-				-						-	-
	83	-				-						-	-
	84	-				-						-	-
	85	-				-						-	-
	86	-				-						-	-
	87	-				-						-	-
	88	-				-						-	-
	89	-				-						-	-
	90	-				-						-	-
	91	-				-						-	-
	92	-				-						-	-
	93	-				-						-	-
	94	-				-						-	-
	95	-				-						-	-
	96	-				-						-	-
	97	-				-						-	-
	98	-				-						-	-
	99	-				-						-	-
	100	-				-						-	-

CITY DEBT DETAIL - LT DEBT6

Debt Series Name		Type of Debt	Date of Issuance	Debt Resolution	Rate Range	Voted	Amount of Issue	Principal Outstanding July 1, NaN	Fiscal Year Principal Paid	Fiscal Year Interest Paid	Tied to Other Debt	Purpose of Debt	Projects Funded by Debt
	101	-				-						-	-
	102	-				-						-	-
	103	-				-						-	-
	104	-				-						-	-
	105	-				-						-	-
	106	-				-						-	-
	107	-				-						-	-
	108	-				-						-	-
	109	-				-						-	-
	110	-				-						-	-
	111	-				-						-	-
	112	-				-						-	-
	113	-				-						-	-
	114	-				-						-	-
	115	-				-						-	-
	116	-				-						-	-
	117	-				-						-	-
	118	-				-						-	-
	119	-				-						-	-
	120	-				-						-	-

Notes & Remarks
REMARKS
-

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.o.
For Meeting of 12/1/2025
Resolution

TITLE: - Resolution approving pay request no. 4 to Sternquist Construction for the BFSD Truman Drive Project in the amount of $309,302.20

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff would recommend to Council the approval of the attached resolution to approve pay app #4 in the amount of $309,302.20 related to the BFSD Truman Dr. Project.
This pay application has been reviewed by City Staff and Engineers from Veenstra & Kim for accuracy and is for work completed from October 25th through November 25th for the project. Paving preparation began the week of October 27th, and the Southbound lanes of Truman were poured last week. The Northbound lanes will more than likely wait until spring now that winter cold weather appears to have set in.

FUNDING SOURCE: RUT Funds/ Street Assessment

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251201-350
2. Pay Request No. 4

CITY OF BONDURANT
RESOLUTION NO. XXXXXX-XXX

RESOLUTION APPROVING PAY APPLICATION #4 TO STERNQUIST CONSTRUCTION FOR THE BFSD TRUMAN DR. PROJECT IN THE AMOUNT OF $309,302.20

WHEREAS, the BFSD Truman Dr. Project Pay Application #4 was submitted on November 25th, 2025; AND

WHEREAS, the pay application #4 is for work completed October 25th though November 25th, 2025, on the BFSD Truman Dr. Project; AND

WHERAS, City Staff and engineers from Veenstra & Kim have reviewed the pay application for accuracy; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay application #4 to Sternquist Construction in the amount of $309,302.20 hereby approved.

Passed this 1st day of December 2025,

By: _____
Doug Elrod, Mayor

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

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

_____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				

A Kleinfelder Company

VEENSTRA & KIMM INC.
6775 Vista Drive
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

ESTIMATE OF CONSTRUCTION COMPLETED

PARTIAL PAYMENT NO. 4

PROJECT TITLE: BFSD PUBLIC INFRASTRUCTURE - TRUMAN DRIVE PROJECT

Contractor: Sternquist Construction **Date: 11/25/2025**

Original Contract Amount: **$2,213,451.84**

Pay Period: Oct 25, 2025 to Nov 25, 2025

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY ESTIMATED (ORIG. CONT.)	QUANTITY AUTHORIZED (INCL. C.O.'S)	QUANTITY COMPLETED TO DATE	UNIT PRICE	VALUE COMPLETED TO DATE
DIVISION 2 - EARTHWORK							
2.01	Topsoil	CY	7,900	7,900	3950	$10.20	$40,290.00
2.02	Class 10 Excavation	CY	8,812	8,812	8812	$4.08	$35,952.96
2.03	Below Grade Excavation (Core Out)	SY	375	375		$8.16	$0.00
2.04	Subgrade Preparation	SY	11,252	11,252	7226	$2.81	$20,305.06
2.05	Granular Stabilization	TONS	709	709		$48.45	$0.00
2.06	Subgrade Treatment, Geogrid	SY	1,125	1,125		$2.03	$0.00
2.07	Modified Subbase	SY	11,252	11,252	7226	$11.13	$80,425.38
2.08	Compaction Testing	LS	1	1	0.76	$5,100.00	$3,876.00
DIVISION 4 - SEWERS AND DRAINS							
4.01	Sanitary Sewer Repair, #1	LS	1	1	1	$6,669.78	$6,669.78
4.02	Storm Sewer, Trenched, RCP, 15"	LF	1,285	1,285	1285	$56.40	$72,474.00
4.03	Storm Sewer, Trenched, RCP, 18"	LF	620	620	620	$59.29	$36,759.80
4.04	Storm Sewer, Trenched, RCP, 24"	LF	1,584	1,584	1156	$86.93	$100,491.08
4.05	Storm Sewer, Trenched, RCP, 30"	LF	400	400		$105.08	$0.00
4.06	Storm Sewer, Trenched, RCP, 36"	LF	286	286		$143.35	$0.00
4.07	Pipe Apron, Concrete, 24"	EA	1	1	1	$3,191.58	$3,191.58
4.08	Pipe Apron, Concrete, 36"	EA	1	1		$4,215.66	$0.00
4.09	Subdrain, Type 1, PVC, 6"	LF	3,820	3,820	2428	$17.95	$43,582.60
4.10	Subdrain Cleanouts	EA	6	6	4	$855.78	$3,423.12
4.11	Subdrain Outlet	EA	38	38	24	$204.00	$4,896.00
4.12	Field Tile Repair	LF	400	400	110	$30.67	$3,373.70
DIVISION 5 - WATER MAINS AND APPURTENANCES							
5.01	Water Main, 8" PVC, Trenched	LF	333	333	252	$81.99	$20,661.48
5.02	Water Main, 12" PVC, Trenched	LF	1,961	1,961	1949	$61.93	$120,701.57
5.03	Gate Valve, 8"	EA	5	5	3	$2,417.40	$7,252.20
5.04	Gate Valve, 12"	EA	8	8	7	$4,156.50	$29,095.50
5.05	Hydrant Assembly	EA	7	7	6	$8,221.20	$49,327.20
5.06	Flushing Device (Blowoff)	EA	1	1	2	$2,954.94	$5,909.88
5.07	Connection to Existing	EA	1	1		$8,320.14	$0.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS							
6.01	Storm Sewer Manhole, SW-401, 48" Dia	EA	3	3		$4,499.22	$0.00
6.02	Storm Sewer Manhole, SW-401, 60" Dia	EA	2	2	3	$6,500.46	$19,501.38
6.03	Storm Sewer Intake, SW-508	EA	16	16	16	$5,801.76	$92,828.16
6.04	Storm Sewer Intake, SW-509	EA	4	4	4	$6,960.48	$27,841.92
6.05	Storm Sewer Intake, SW-512, 24"	EA	1	1	1	$2,872.32	$2,872.32
6.06	Storm Sewer Intake, SW-513, 60"x60"	EA	1	1		$11,242.44	$0.00
6.07	Storm Sewer Manhole, Conflict Structure	EA	1	1	1	$17,386.92	$17,386.92

BID ITEMS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY ESTIMATED (ORIG. CONT.)	QUANTITY AUTHORIZED (INCL. C.O.'S)	QUANTITY COMPLETED TO DATE	UNIT PRICE	VALUE COMPLETED TO DATE
DIVISION 7 - STREETS AND RELATED WORK							
7.01	Pavement, PCC, 9"	SY	8,862	8,862	2418.33	$68.25	$165,051.02
7.02	Concrete Median, 6" PCC	SY	523	523		$76.00	$0.00
7.03	Pavement Samples and Testing	LS	1	1	0.25	$15,000.00	$3,750.00
7.04	Granular Surfacing	TONS	730	730		$39.78	$0.00
7.05	Surfacing Removal	SY	111	111	88	$32.05	$2,820.40
7.06	Driveway, 8" PCC	SY	502	502		$76.24	$0.00
7.07	Sidewalk, 5" PCC	SY	1,016	1,016		$48.70	$0.00
7.08	Shared Use Path, 6" PCC	SY	2,057	2,057		$51.76	$0.00
7.09	Special Subgrade Preparation for Shared Use Paths	SY	2,879	2,879		$2.81	$0.00
7.10	Detectable Warnings	SF	160	160		$48.96	$0.00
DIVISION 8 - TRAFFIC CONTROL							
8.01	Painted Pavement Markings, Solvent/Waterborne	STA	6	6		$1,018.98	$0.00
8.02	Temporary Traffic Control	LS	1	1	0.6	$2,774.40	$1,664.64
8.03	Permanent Road Closure Signing	LS	1	1	0	$2,142.00	$0.00
DIVISION 9 - SITE WORK AND LANDSCAPING							
9.01	Hydraulic Seeding, Type 1	AC	3	3		$1,530.00	$0.00
9.02	Sod, Special	SY	1,017	1,017		$15.30	$0.00
9.03	SWPPP Preparation	LS	1	1	1	$1,530.00	$1,530.00
9.04	SWPPP Management	LS	1	1	0.4	$3,672.00	$1,468.80
9.05	Filter Sock, 9"	LF	7,000	7,000	6330	$1.53	$9,684.90
9.06	Filter Socks, Removal	LF	7,000	7,000		$0.20	$0.00
9.07	Erosion Control Mulching, Hydromulching	AC	3	3		$2,040.00	$0.00
9.08	Rip Rap, Class E Revetment	TONS	51	51		$91.80	$0.00
9.09	Stabilized Construction Exit	SY	245	245	122.5	$16.02	$1,962.45
DIVISION 11 - MISCELLANEOUS							
11.01	Construction Survey	LS	1	1	0.6	$15,300.00	$9,180.00
11.02	Mobilization	LS	1	1	0.5	$35,088.14	$17,544.07
CHANGE ORDERS							
CO1.1	Pothole Investigation	LS	0	1	1	$4,400.00	$4,400.00
CO1.2	Clearing and Grubbing	LS	0	1	1	$3,300.00	$3,300.00

SUMMARY

	Original Contract	Total Completed
Bid Item Subtotal	$2,213,451.84	$1,071,445.87

APPROVED CHANGE ORDERS

Change Order No.	Description/Notes	Total Approved	Total Completed
1	Potholing/Clearing and Grubbing	$7,700.00	$0.00
2		$0.00	$0.00
3		$0.00	$0.00
4		$0.00	$0.00
5		$0.00	$0.00
6		$0.00	$0.00
7		$0.00	$0.00
8		$0.00	$0.00
9		$0.00	$0.00
10		$0.00	$0.00
(Refer to Bid Item Schedule for Total Completed)	Total Change Orders	$7,700.00	$0.00

	Total Approved	Total Completed
Revised Contract Price	$2,221,151.84	$1,071,445.87

	Total Completed
Total Materials Stored	$0.00
Total Completed Plus Materials Stored	$1,071,445.87
Retainage (3%)	$32,143.38
Total Earned Less Retainage	$1,039,302.49

APPROVED PARTIAL PAYMENTS

Partial Payment No.	Period	Total Approved
1	July 7, 2025 to Sept 2, 2025	$85,606.82
2	Sept 3, 2025 to Sept 30, 2025	$384,417.79
3	Oct 1, 2025 to Oct 24, 2025	$259,975.68
4		$0.00
5		$0.00
6		$0.00
7		$0.00
8		$0.00
9		$0.00
10		$0.00
11		$0.00
12		$0.00
	Total Previously Approved	$730,000.29

Amount Due This Request	**$309,302.20**

Note: The amount **$309,302.20** is recommended for approval for payment in accordance with the terms of the Contract.

CONTRACT SUMMARY

ORIGINAL CONTRACT AMOUNT	$2,213,451.84
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS	$2,221,151.84
THIS PARTIAL PAYMENT	$309,302.20
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT	$1,039,302.49
BALANCE	$1,181,849.35
PERCENT COMPLETE	48.2%

Recommended By:		***Contractor:***		***Approved by:***	
Veenstra & Kimm, Inc.		***Sternquist Construction***		***City of Bondurant***	
Signature		Signature		Signature	
Name	William Weber	Name	Nick Waterhouse	Name	JOHN HORTON
Title	Project Manager	Title	Estimator	Title	Public Works Director
Date	Nov 25, 2025	Date	Nov 25, 2025	Date	Nov 26, 2025

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 7.a.
For Meeting of 12/1/2025
Public Hearing

TITLE: Public hearing to consider a Future Land Use Map amendment from Business Park/Light Industrial to Industrial at the Certified Timmins Industrial Park, 2501 Eisenhower Drive SE, and 2700 Eisenhower Drive

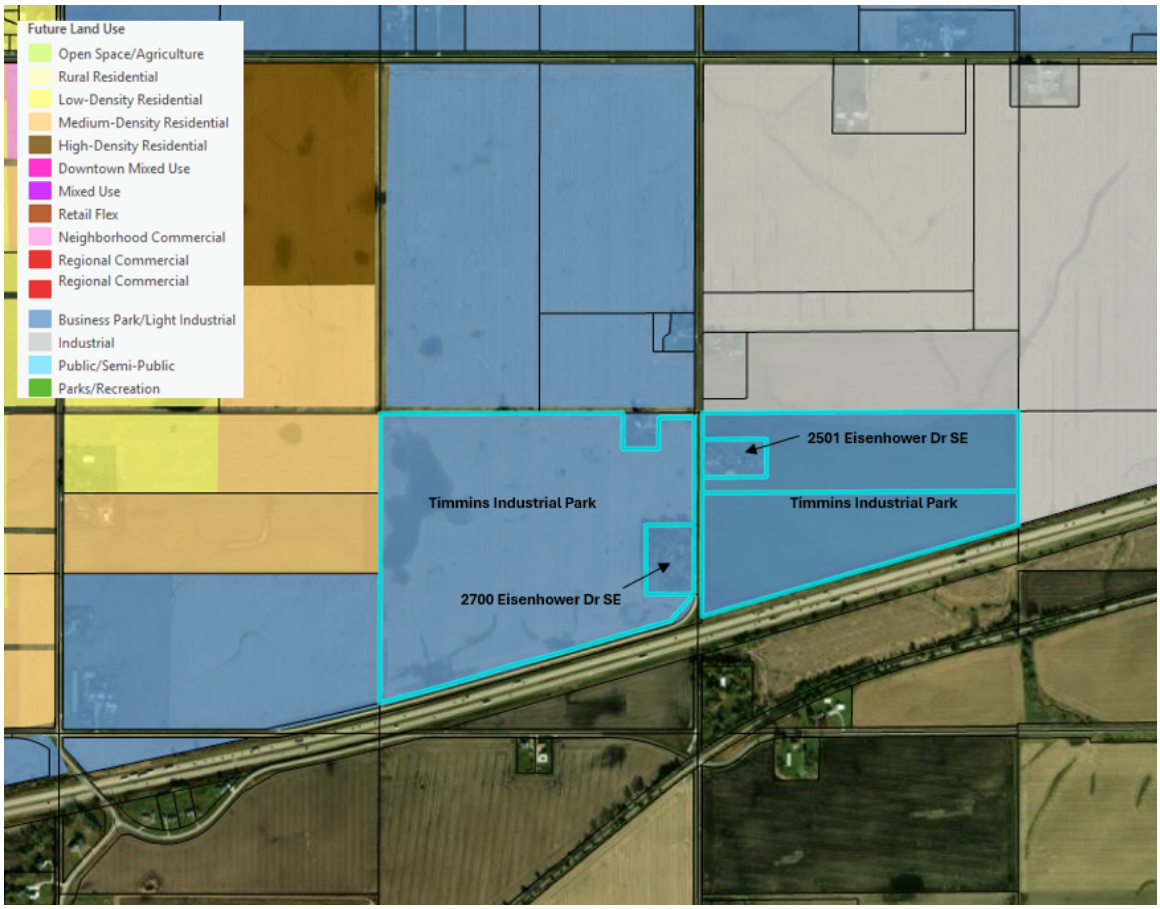
CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Now is the time and date for the public hearing for a future land use map amendment. The City has initiated a Future Land Use Map amendment process to consider changing the designation of the Certified Timmins Industrial Park, as well as the adjacent properties located at 2501 Eisenhower Drive SE and 2700 Eisenhower Drive SE, from Business Park/Light Industrial to Industrial.

As the City progresses through mid-stage updates to the Zoning Code, staff have also undertaken a broader evaluation of Bondurant's existing certified industrial land inventory. That review identified the Timmins Industrial Park, which consists of 186.69 acres located on both sides of Eisenhower Drive SE and was certified for industrial development by the Iowa Economic Development Authority in 2024, as having strong potential to accommodate Medium Industrial (M-2) District development which would also require a Future Land Use Map designation of Industrial and not Business Park/Light Industrial. Including the two adjacent agricultural dwelling parcels in this Future Land Use Map amendment will not alter their current Agricultural (A-1) District zoning; however, updating their future land use designation at this time will help ensure that potential future redevelopment in this immediate area can occur in a compatible and coordinated manner. The general area's strategic location adjacent to the Interstate 80 corridor and proximity to a potential future interchange make this an opportune time to align the Future Land Use Map with the area's long-term development potential and support future economic development opportunities.

The City's Future Land Use Map, which guides potential rezoning requests but is not the regulatory tool like the Zoning Ordinance/Map, currently guides this area requested for amendment as Business Park/Light Industrial which is complementary to the City's Limited Industrial (M-1) zoning district. The current Future Land Use Map with the proposed amendment area outlined can be seen below. The light gray below represents areas currently guided for Industrial development, while the darker blue

below represents areas currently guided for Business Park/Light Industrial development. Areas guided for Industrial development exist immediately to the east.



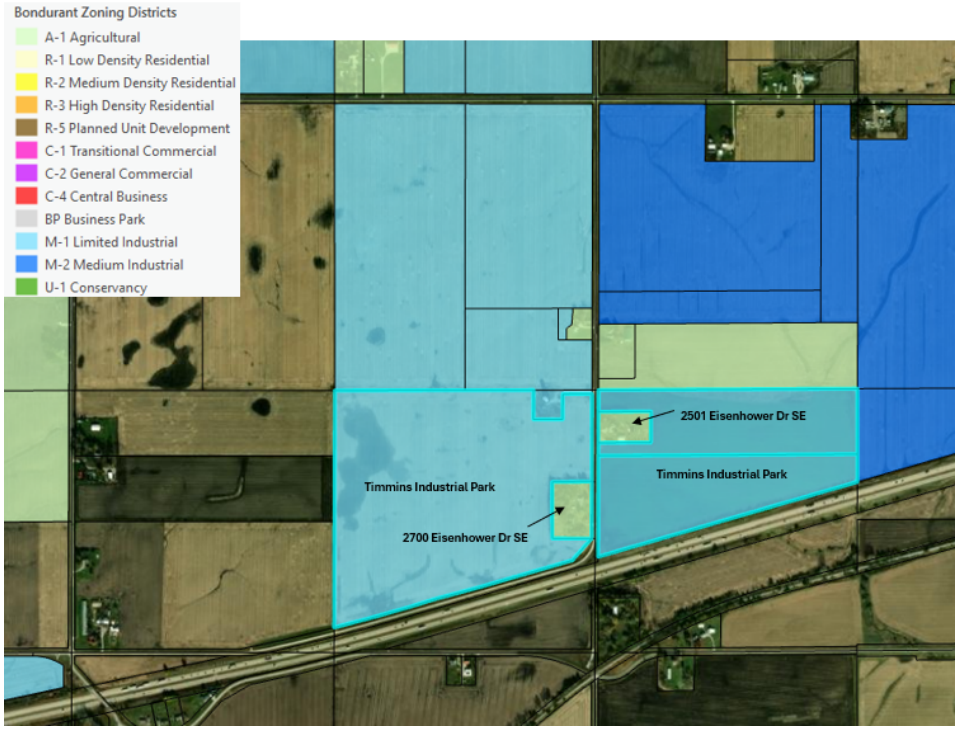
This Future Land Use Map amendment process is consistent with the following text of Chapter 6 of the Building Bondurant Comprehensive Plan, titled Economic Development:

Goal 9: Continue to grow Bondurant's industrial-employment base

- **Policy 9A:** Identify specific industries to target and work to address building space and infrastructure needs of the industries and their workforce.

The area being considered for Future Land Use Map amendment is currently zoned as follows: The Timmins Industrial Park is zoned as as being within the Limited Industrial (M-1) District, which was established when this ground when the land was annexed into Bondurant's city limits in 2023. The ag dwellings at 2501 and 2700 Eisenhower Drive SE were annexed into Bondurant's city limits in 2023 with Agricultural (A-1) District zoning. Medium Industrial (M-2) District zoning currently exists adjacent to the Future Land Use Map amendment area to the east. A note that when M-2 development is immediately adjacent to residential development, a 50-foot-wide buffer yard shall be

established and appropriate screening shall be provided. This requirement helps ensure a thoughtful transition of uses, mitigating potential impacts and maintaining compatibility between future industrial development and nearby residential properties.



Public Input
As is required by the City's Zoning Code, letters were sent to property owners within 200' of the requested Future Land Use Map amendment area. At the time of writing this agenda statement, the following comment has been received: Don Timmins, property owner of the Timmins Industrial Park, called on 11/19/2025 and noted he is supportive of the Future Land Use Map amendment request.

FUNDING SOURCE: Publication for this hearing is funded through the general fund/Planning Department.

STAFF RECOMMENDATION: Public Hearing

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

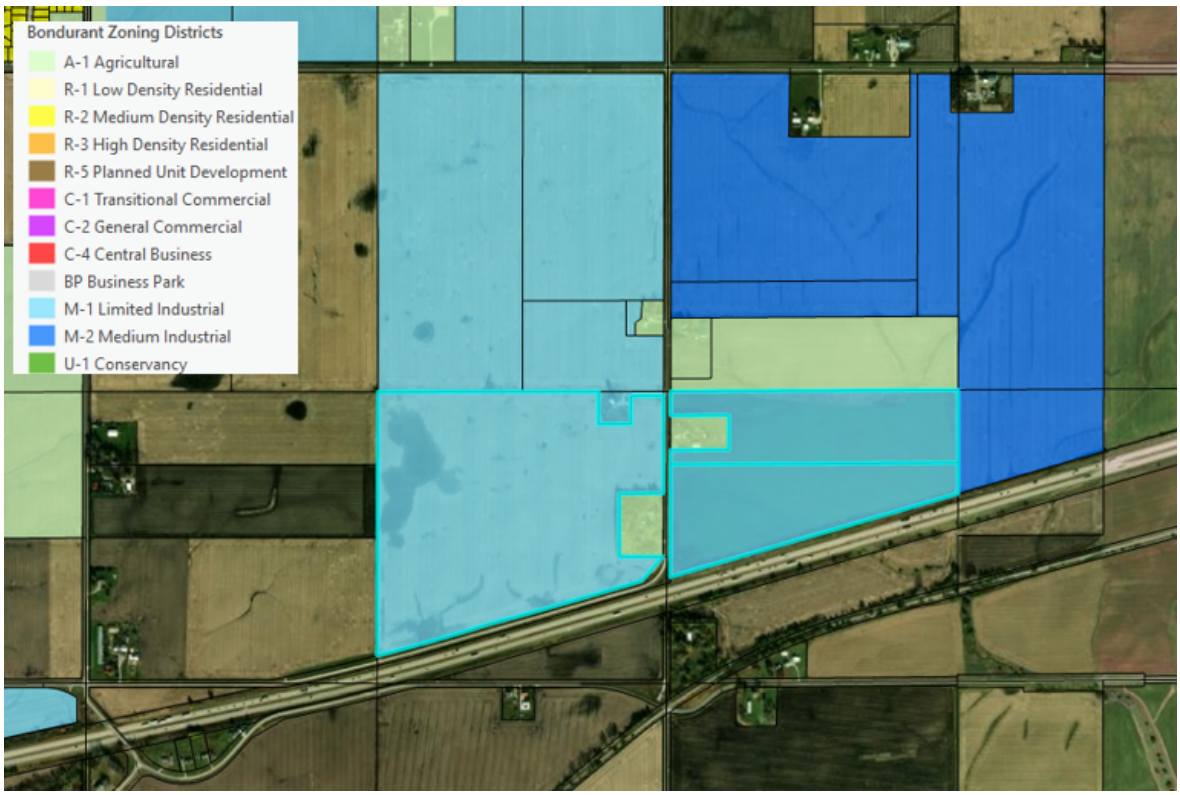
BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 7.b.
For Meeting of 12/1/2025
Public Hearing

TITLE: Public Hearing to consider a request for rezoning from the City's Limited Industrial (M-1) District to the Medium Industrial (M-2) District at the Certified Timmins Industrial Park

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

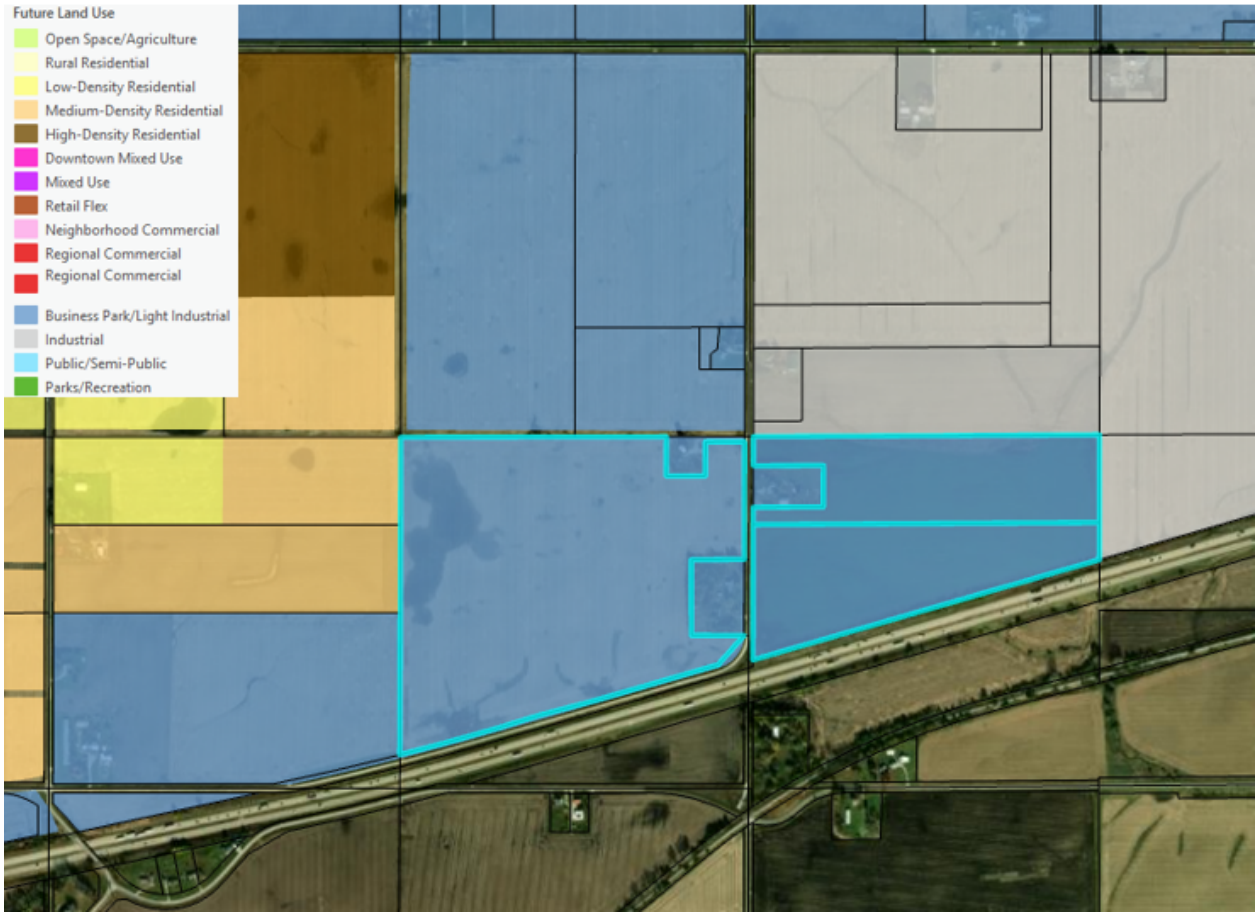
BRIEF HISTORY & ANALYSIS: Now is the time and place for a public hearing for the rezoning request. The City has initiated a rezoning process to consider changing the zoning classification of the Certified Timmins Industrial Park from the Limited Industrial (M-1) District to the Medium Industrial (M-2) District. The Timmins Industrial Park is comprised of the following parcels: Parcel 7922-05-400-005, 7922-04-300-003, and 7922-04-300-002. This rezoning process follows a broader evaluation of Bondurant's certified industrial land inventory during the ongoing mid-stage updates to the Zoning Code - this review identified the Certified Timmins Industrial Park, comprised of 186.69 acres on both sides of Eisenhower Drive SE and certified for industrial development by the Iowa Economic Development Authority in 2024, as an area with strong potential to accommodate development consistent with the Medium Industrial (M-2) District. Rezoning the property at this time would help align the regulatory zoning framework with the site's long-term development potential, its strategic location near the Interstate 80 corridor, and anticipated future economic development opportunities.



When the Planning & Zoning Commission and City Council consider requests for rezoning, the following topics should be considered: consistency with the Comprehensive Plan, ability to meet Zoning Code requirements, spot zoning, and public input received.

Comprehensive Plan

The City's Future Land Use Map, which guides potential future rezoning requests but is not a regulatory tool such as the Zoning Code/Zoning Map, currently identifies the Timmins Industrial Park parcels as future Business Park/Light Industrial use. When a city considers a rezoning, it must find that the rezoning is consistent with the adopted Future Land Use Map. Since the City's Future Land Use Map guides for Business Park/Light Industrial in the area being considered for Medium Industrial (M-2) zoning, an amendment to the Future Land Use Map from Busineses Park/Light Industrial to Industrial must also be approved to ensure consistency between the City's Future Land Use Map and Zoning Map.



In addition to considering the Building Bondurant Comprehensive Plan's Future Land Use Map, text of the plan may also be considered. The following text of the Building Bondurant Comprehesnive Plan supports industrial development at the Timmins Industrial Park:

Goal 9: Continue to grow Bondurant's industrial-employment base

- **Policy 9A:** Identify specific industries to target and work to address building space and infrastructure needs of the industries and their workforce.

Zoning Code
The ability to meet the Zoning Code requirements topic will be reviewed in greater detail if/when a development site plan is presented to the Planning & Zoning Commission and City Council for consideration. Generally speaking though, the area requested for rezoning to the M-2 District has the ability to meet the following bulk regulations of the M-2 District: no minimum lot area, no minimum lot width, 30' front yard setback, 25' side yard setback, 40' rear yard setback, and 50' buffer yard area when adjacent to residential uses.

Spot Zoning
Spot zoning refers to when a rezoning decision results in an island of property with differing zoning and use restrictions than the surrounding properties. To determine whether illegal spot zoning has occurred, the courts consider whether the decision had taken into the account of the following:

1. The characteristics of surrounding property; and
2. The community's comprehensive plan; and
3. The protection and preservation of public health, justice, morals, order, safety and security, and welfare (police power).

So long as the related Future Land Use Map amendment is also approved concurrent with the rezoning ordinance, staff feels that spot zoning does not exist for this rezoning request. Objectives of the Comprehensive Plan support industrial development along the busy Interstate 80 corridor. Additionally, the area immediately east presently has a Medium Industrial (M-2) District zoning classification.

Public Input
As is required by the City's Code, property owners within two-hundred (200) feet of the subject property for rezoning were notified of this request. At the time of writing this agenda statement, the following comment has been received: Don Timmins, property owner of the Timmins Industrial Park, called on 11/19/2025 and noted he is supportive of the M-1 to M-2 rezoning request.

FUNDING SOURCE: The publication for this is funded thorugh the General Fund/Planning.

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 8.a.
For Meeting of 12/1/2025
Resolution

TITLE: - Resolution considering approval of a Future Land Use Map amendment from Business Park/Light Industrial to Industrial at the Certified Timmins Industrial Park, 2501 Eisenhower Drive SE, and 2700 Eisenhower Drive

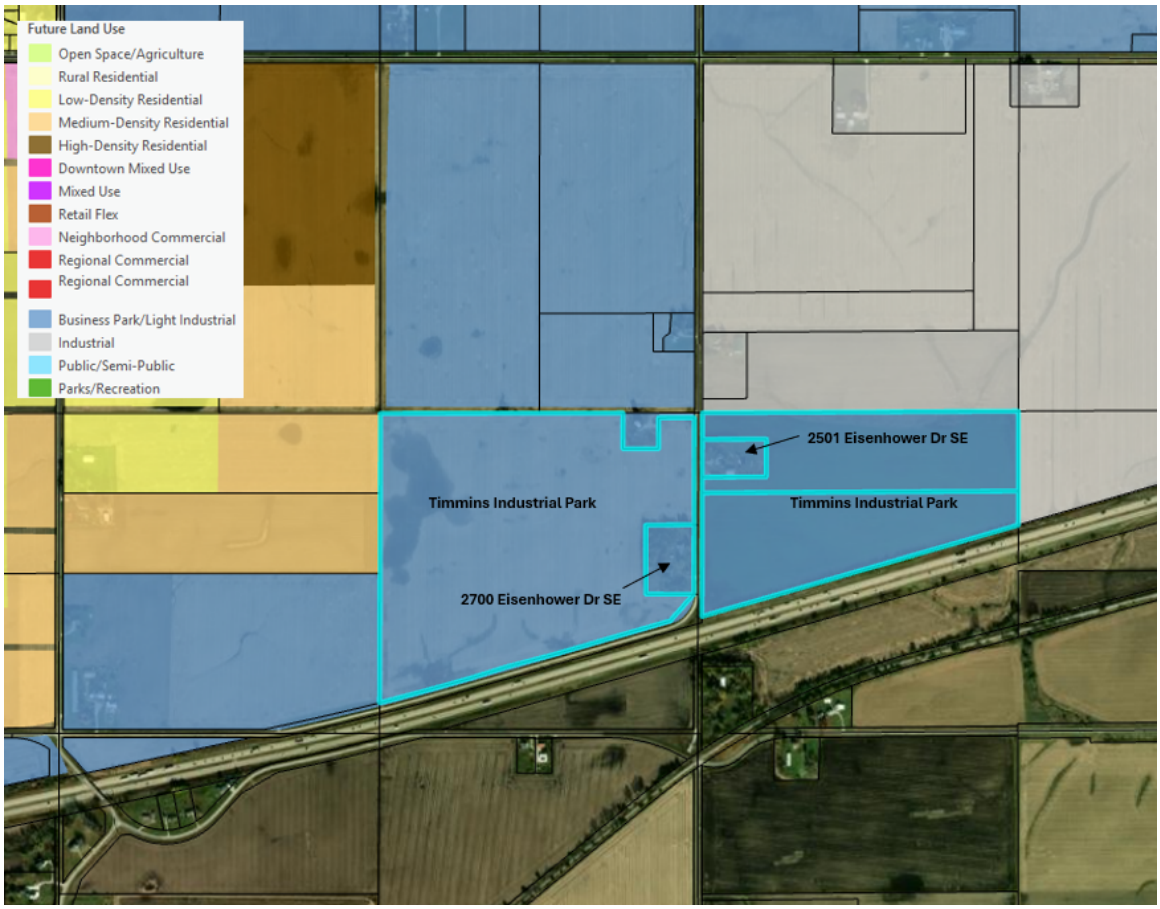
CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: A public hearing for a future land use map amendment was held earlier on the agenda. The City has initiated a Future Land Use Map amendment process to consider changing the designation of the Certified Timmins Industrial Park, as well as the adjacent properties located at 2501 Eisenhower Drive SE and 2700 Eisenhower Drive SE, from Business Park/Light Industrial to Industrial.

As the City progresses through mid-stage updates to the Zoning Code, staff have also undertaken a broader evaluation of Bondurant's existing certified industrial land inventory. That review identified the Timmins Industrial Park, which consists of 186.69 acres located on both sides of Eisenhower Drive SE and was certified for industrial development by the Iowa Economic Development Authority in 2024, as having strong potential to accommodate Medium Industrial (M-2) District development which would also require a Future Land Use Map designation of Industrial and not Business Park/Light Industrial. Including the two adjacent agricultural dwelling parcels in this Future Land Use Map amendment will not alter their current Agricultural (A-1) District zoning; however, updating their future land use designation at this time will help ensure that potential future redevelopment in this immediate area can occur in a compatible and coordinated manner. The general area's strategic location adjacent to the Interstate 80 corridor and proximity to a potential future interchange make this an opportune time to align the Future Land Use Map with the area's long-term development potential and support future economic development opportunities.

The City's Future Land Use Map, which guides potential rezoning requests but is not the regulatory tool like the Zoning Ordinance/Map, currently guides this area requested for amendment as Business Park/Light Industrial which is complementary to the City's Limited Industrial (M-1) zoning district. The current Future Land Use Map with the proposed amendment area outlined can be seen below. The light gray below represents areas currently guided for Industrial development, while the darker blue

below represents areas currently guided for Business Park/Light Industrial development. Areas guided for Industrial development exist immediately to the east.



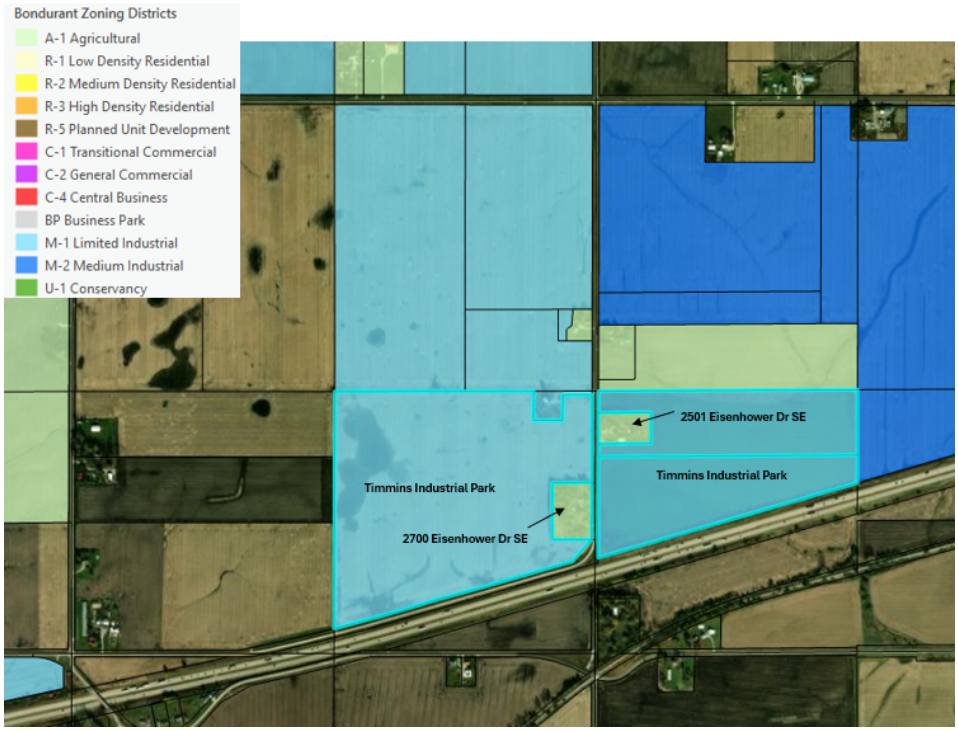
This Future Land Use Map amendment process is consistent with the following text of Chapter 6 of the Building Bondurant Comprehensive Plan, titled Economic Development:

Goal 9: Continue to grow Bondurant's industrial-employment base

- **Policy 9A:** Identify specific industries to target and work to address building space and infrastructure needs of the industries and their workforce.

The area being considered for Future Land Use Map amendment is currently zoned as follows: The Timmins Industrial Park is zoned as as being within the Limited Industrial (M-1) District, which was established when this ground when the land was annexed into Bondurant's city limits in 2023. The ag dwellings at 2501 and 2700 Eisenhower Drive SE were annexed into Bondurant's city limits in 2023 with Agricultural (A-1) District zoning. Medium Industrial (M-2) District zoning currently exists adjacent to the Future Land Use Map amendment area to the east. A note that when M-2 development is immediately adjacent to residential development, a 50-foot-wide buffer yard shall be established and appropriate screening shall be provided. This requirement helps

ensure a thoughtful transition of uses, mitigating potential impacts and maintaining compatibility between future industrial development and nearby residential properties.



Public Input
As is required by the City's Zoning Code, letters were sent to property owners within 200' of the requested Future Land Use Map amendment area. At the time of writing this agenda statement, the following comment has been received: Don Timmins, property owner of the Timmins Industrial Park, called on 11/19/2025 and noted he is supportive of the Future Land Use Map amendment request.

FUNDING SOURCE: Publication for this hearing is funded through the general fund/Planning Department.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 2501201-351

CITY OF BONDURANT
RESOLUTION NO. 251201-351

RESOLUTION CONSIDERING APPROVAL OF A FUTURE LAND USE MAP AMENDMENT FROM BUSINESS PARK/LIGHT INDUSTRIAL TO INDUSTRIAL AT THE CERTIFIED TIMMINS INDUSTRIAL PARK, 2501 EISENHOWER DRIVE SE, AND 2700 EISENHOWER DRIVE

WHEREAS the City of Bondurant has initiated a to amend the Future Land Use Map from Business Park/Light Industrial to Industrial, on property described as follows:

OUTLOT Z OF THE TIMMINS ACRES FINAL PLAT, BONDURANT, POLK COUNTY, IOWA; AND

38.03 ACRES, BEING A PORTION OF THAT PROPERTY DESCRIBED AS 120 ACRES OF THE SW ¼ LYING NORTH OF INTERSTATE HIGHWAY 80 LESS .92 ACRES OF ROAD IN SECTION 4, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., BONDURANT, POLK COUNTY, IOWA, SAID 38.03 ACRES ALSO IDENTIFIED AS PARCEL 7922-04-300-003; AND

THE NORTH 40 ACRES OF THE SW ¼ OF SECTION 4, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., BONDURANT, POLK COUNTY, IOWA, EXCEPT THEREFROM THE SOUTH 311 FEET OF THE NORTH 530 FEET OF THE WEST 561.66 FEET; AND

PARCEL A IN THE SE ¼ OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., BONDURANT, POLK COUNTY, IOWA, LYING NORTH OF INTERSTATE 80; AND

BEGINNING AT A POINT BEING 219.00 FT S00°00’00”W OF THE WEST ¼ CORNER OF SECTION 4, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., BONDURANT, POLK COUNTY, IOWA, SAID POINT BEING ON THE WEST LINE OF THE NORTH 40 ACRES OF THE SW ¼ OF SAID SECTION 4-79-22 AND ALSO BEING IN THE CENTERLINE OF PUBLIC ROADWAY; THENCE N89°05’40”E, 561.66 FT; THENCE S00°00’00”W, 311.00 FT; THENCE S89°05’40”W, 561.66 FT TO A POINT ON THE WEST LINE OF THE NORTH 40 ACRES OF THE SW ¼ OF SAID SECTION 4-79-22 AND ALSO TO A POINT IN THE CENTERLINE OF PUBLIC ROADWAY; THENCE N00°00’00”E ALONG THE WEST LINE OF THE NORTH 40 ACRES OF THE SW ¼ OF SAID SECTION 4-79-22 AND ALSO ALONG THE CENTERLINE OF PUBLIC ROADWAY, 311.00 FT TO THE POINT OF BEGINNING. ALL OF SAID PARCEL BEING LOCATED IN THE NORTH 40 ACRES OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., BONDURANT, POLK COUNTY, IOWA, AND CONTAINING APPROXIMATELY 4.0095 ACRES.

WHEREAS the Bondurant City Council held a public hearing related to this Future Land Use Map amendment on the 1st day of December 2025, where the Council heard public comments on the proposed change in the Future Land Use map; AND

WHEREAS the proposed Future Land Use Map amendment aligns with the text of the Building Bondurant Comprehensive Plan, including Chapter 6: Economic Development, which calls for continued expansion of Bondurant's industrial-employment base and emphasizes identifying and supporting targeted industries through appropriate land use planning, infrastructure readiness, and coordinated long-term development strategies.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant, Iowa, hereby approves the request to amend the Future Land Use Map from Business Park/Light Industrial to Industrial at the Certified Timmins Industrial Park, 2501 Eisenhower Drive SE, and 2700 Eisenhower Drive SE.

Passed this 1st day of December 2025,

By: _____
Doug Elrod, Mayor

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

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

_____
Shelby Hagan, City Clerk

Action	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

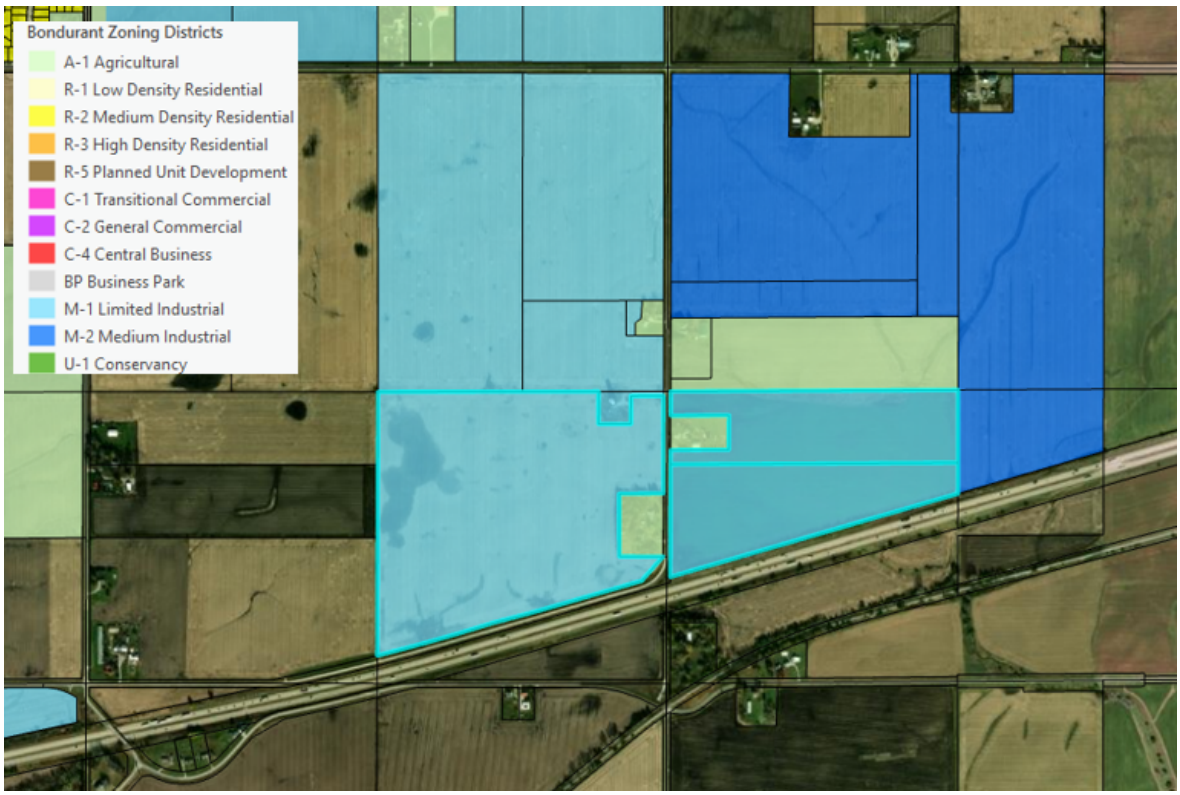
BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 8.b.
For Meeting of 12/1/2025
Ordinance

TITLE: - (First Reading) Ordinance approving a rezoning from the City's Limited Industrial (M-1) District to the Medium Industrial (M-2) District at the Certified Timmins Industrial Park

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

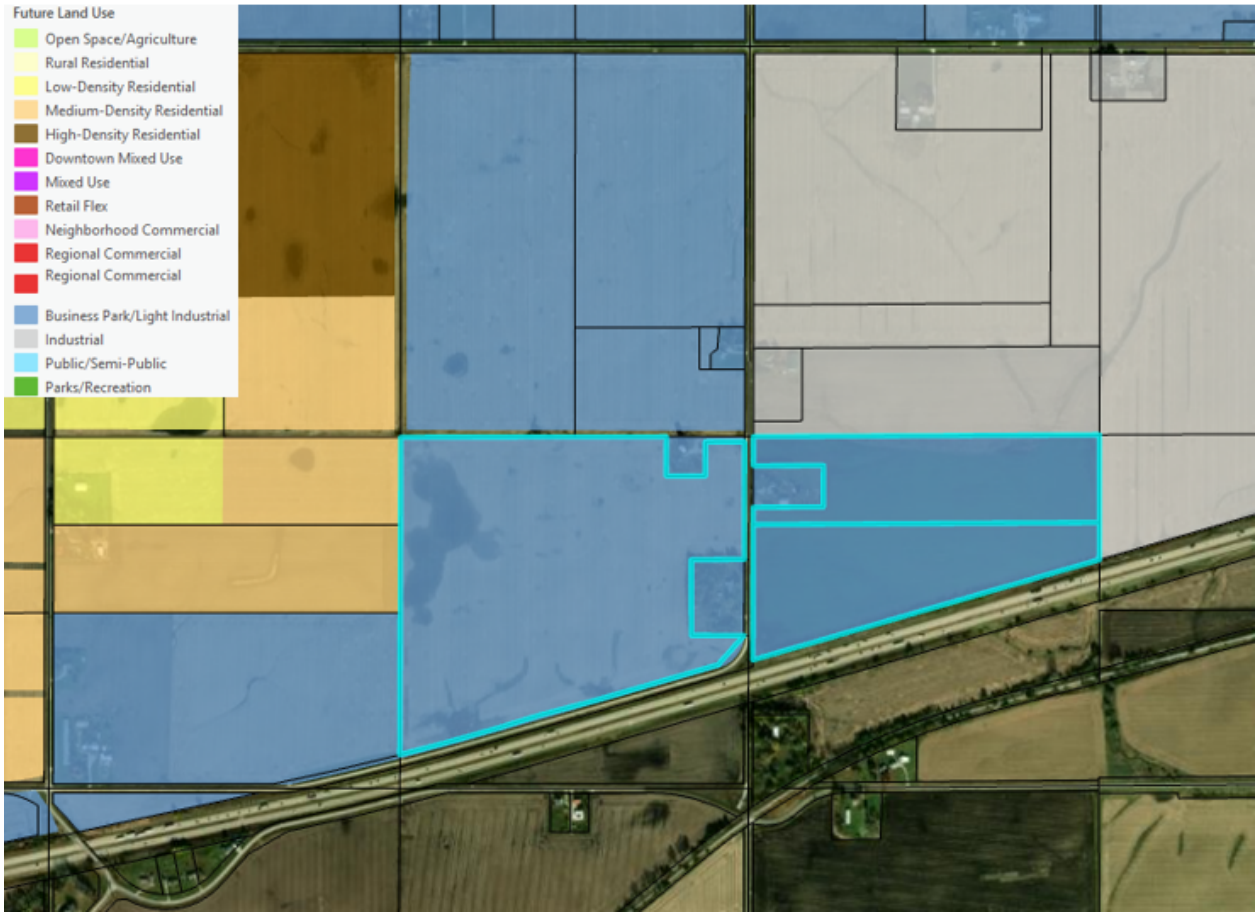
BRIEF HISTORY & ANALYSIS: A public hearing for the rezoning request was held earlier on the agenda. The Planning and Zoning Commission also held a public hearing on this on December 1, 2025. The City has initiated a rezoning process to consider changing the zoning classification of the Certified Timmins Industrial Park from the Limited Industrial (M-1) District to the Medium Industrial (M-2) District. The Timmins Industrial Park is comprised of the following parcels: Parcel 7922-05-400-005, 7922-04-300-003, and 7922-04-300-002. This rezoning process follows a broader evaluation of Bondurant's certified industrial land inventory during the ongoing mid-stage updates to the Zoning Code - this review identified the Certified Timmins Industrial Park, comprised of 186.69 acres on both sides of Eisenhower Drive SE and certified for industrial development by the Iowa Economic Development Authority in 2024, as an area with strong potential to accommodate development consistent with the Medium Industrial (M-2) District. Rezoning the property at this time would help align the regulatory zoning framework with the site's long-term development potential, its strategic location near the Interstate 80 corridor, and anticipated future economic development opportunities.



When the Planning & Zoning Commission and City Council consider requests for rezoning, the following topics should be considered: consistency with the Comprehensive Plan, ability to meet Zoning Code requirements, spot zoning, and public input received.

Comprehensive Plan

The City's Future Land Use Map, which guides potential future rezoning requests but is not a regulatory tool such as the Zoning Code/Zoning Map, currently identifies the Timmins Industrial Park parcels as future Business Park/Light Industrial use. When a city considers a rezoning, it must find that the rezoning is consistent with the adopted Future Land Use Map. Since the City's Future Land Use Map guides for Business Park/Light Industrial in the area being considered for Medium Industrial (M-2) zoning, an amendment to the Future Land Use Map from Busineses Park/Light Industrial to Industrial must also be approved to ensure consistency between the City's Future Land Use Map and Zoning Map.



In addition to considering the Building Bondurant Comprehensive Plan's Future Land Use Map, text of the plan may also be considered. The following text of the Building Bondurant Comprehesnive Plan supports industrial development at the Timmins Industrial Park:

Goal 9: Continue to grow Bondurant's industrial-employment base

- **Policy 9A:** Identify specific industries to target and work to address building space and infrastructure needs of the industries and their workforce.

Zoning Code
The ability to meet the Zoning Code requirements topic will be reviewed in greater detail if/when a development site plan is presented to the Planning & Zoning Commission and City Council for consideration. Generally speaking though, the area requested for rezoning to the M-2 District has the ability to meet the following bulk regulations of the M-2 District: no minimum lot area, no minimum lot width, 30' front yard setback, 25' side yard setback, 40' rear yard setback, and 50' buffer yard area when adjacent to residential uses.

Spot Zoning

Spot zoning refers to when a rezoning decision results in an island of property with differing zoning and use restrictions than the surrounding properties. To determine whether illegal spot zoning has occurred, the courts consider whether the decision had taken into the account of the following:

1. The characteristics of surrounding property; and
2. The community's comprehensive plan; and
3. The protection and preservation of public health, justice, morals, order, safety and security, and welfare (police power).

So long as the related Future Land Use Map amendment is also approved concurrent with the rezoning ordinance, staff feels that spot zoning does not exist for this rezoning request. Objectives of the Comprehensive Plan support industrial development along the busy Interstate 80 corridor. Additionally, the area immediately east presently has a Medium Industrial (M-2) District zoning classification.

Public Input

As is required by the City's Code, property owners within two-hundred (200) feet of the subject property for rezoning were notified of this request. At the time of writing this agenda statement, the following comment has been received: Don Timmins, property owner of the Timmins Industrial Park, called on 11/19/2025 and noted he is supportive of the M-1 to M-2 rezoning request.

FUNDING SOURCE: The publication for this is funded thorugh the General Fund/Planning.

STAFF RECOMMENDATION: Approve first reading of ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 251201-229

CITY OF BONDURANT
ORDINANCE NO. 251201-229

ORDINANCE REGARDING APPROVAL OF THE REQUEST FOR REZONING FROM THE LIMITED INDUSTRIAL (M-1) TO MEDIUM INDUSTRIAL (M-2) AT THE TIMMINS INDUSTRIAL PARK

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

Section 1. **PURPOSE.** The purpose of this ordinance is to rezone land in the Timmins Industrial Park described as follows from the Limited Industrial (M-1) District to the Medium Industrial (M-2) District:

OUTLOT Z OF THE TIMMINS ACRES FINAL PLAT, BONDURANT, POLK COUNTY, IOWA; AND

38.03 ACRES, BEING A PORTION OF THAT PROPERTY DESCRIBED AS 120 ACRES OF THE SW ¼ LYING NORTH OF INTERSTATE HIGHWAY 80 LESS .92 ACRES OF ROAD IN SECTION 4, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., BONDURANT, POLK COUNTY, IOWA, SAID 38.03 ACRES ALSO IDENTIFIED AS PARCEL 7922-04-300-003; AND

THE NORTH 40 ACRES OF THE SW ¼ OF SECTION 4, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., BONDURANT, POLK COUNTY, IOWA, EXCEPT THEREFROM THE SOUTH 311 FEET OF THE NORTH 530 FEET OF THE WEST 561.66 FEET.

AND;

Section 2. **FINDINGS**. The City Council of the City of Bondurant, hereby makes the following findings:

1. That the Planning & Zoning Commission held a public hearing on December 1, 2025.
2. That the zoning change will create consistency between the City's Future Land Use Map and Official Zoning Map.
3. That the zoning change will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.
4. That the public notice of this intended change has been published as required by law.

Section 3. **HEREBY AMENDED**. The property, above described, is hereby rezoned to the Medium Industrial (M-2) District.

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 6. **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 of the City of Bondurant, Iowa this ___ day of _____, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

_____
Doug Elrod, Mayor

ATTEST:

_____
Shelby Hagan, City Clerk

(SEAL)

FIRST CONSIDERATION: December 1, 2025
SECOND CONSIDERATION:
THIRD CONSIDERATION:

CLERK’S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. 251201-29, was published as required by law on the X day of December 2025.

_____

Shelby Hagan
City Clerk

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 8.c.
For Meeting of 12/1/2025
Resolution

TITLE: - Resolution awarding Plans, Specifications, Estimate, and Award of Contract for BFSD Public Infrastructure Storm Sewer Facilities Project

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: On August 21st ,2023, City Council approved the professional services agreement with Veenstra and Kim for design work on the Truman Dr. Public infrastructure project site area. Staff and engineers from Veenstra & Kim have been working behind the scenes on coordination and design with the Bondurant-Farrar school District their design team. Plans have been finalized and are ready to go out for bidding.

This is a multiple-phase project as the new Truman Dr. NE that is under construction is the stormwater improvements that are needed for this area. The project scope is below.

Construct BFSD Public Infrastructure Storm Sewer Facilities including all labor, materials, and equipment necessary to construct a detention pond with approximately 77,000 CY of cut, 1,200 lineal feet of 36-inch storm sewer, 150 lineal feet of 24-inch storm sewer, 500 lineal feet of 8-inch sanitary sewer, intakes, storm and sanitary manholes, earthwork , PCC patching, surface restoration, traffic control, and miscellaneous associated work, including cleanup.

A public hearing on the proposed plans, specifications, form of contract, and estimate of cost was held November 3, 2025. The bids were opened on November 13th. The City received 13 bids ranging from $779,999.99 to $1,380,000.00. The apparent low bid was submitted by Veit & Company, Inc. of Rogers, Minnesota in the amount of $779,999.99. Engineer's estimate was $1,085,300.00.

FUNDING SOURCE: Grants, LOSST, and Bonds, suppported by TIF and GO Debt Service Levy

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 251201-352
2. Letter of Recommendation Storm Sewer Facilities

CITY OF BONDURANT
RESOLUTION NO. 251201-352

RESOLUTION AWARDING THE CONTRACT AND BOND FOR THE BFSD PUBLIC INFRASTRUCTURE STORM SEWER FACILITIES PROJECT TO VEIT & COMPANY IN THE AMOUNT OF $779,999.99

WHEREAS, on October 6th, 2025, the City of Bondurant approved the order of construction for the BFSD Public Infrastructure Storm Sewer Facilities Project; AND

WHEREAS, on November 13th, 2025, the City of Bondurant received the bids for the Projects; AND

WHEREAS, the location of the work too and the kinds and sizes of materials proposed to be used as follows:

Construct BFSD Public Infrastructure Storm Sewer Facilities including all labor, materials, and equipment necessary to construct a detention pond with approximately 77,000 CY of cut, 1,200 lineal feet of 36-inch storm sewer, 150 lineal feet of 24-inch storm sewer, 500 lineal feet of 8-inch sanitary sewer, intakes, storm and sanitary manholes, earthwork , PCC patching, surface restoration, traffic control, and miscellaneous associated work, including cleanup.

WHEREAS, The City Council approves the contract and bond for the BFSD Public Infrastructure Storm Sewer Facilities Project; AND

WHEREAS, payments are to be made to Veit & Company in accordance with and subject to the provisions embodied in the documents made as part of the contract,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that BFSD Public Infrastructure Storm Sewer Facilities Project contract is awarded to Veit & Company and the contract and bond are hereby approved, pending review by legal counsel.

Passed this 1st day of December 2025,

By: _____
Doug Elrod, Mayor

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

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

_____

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				

A Kleinfelder Company

VEENSTRA & KIMM INC.
6775 Vista Drive
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

November 14, 2025

Marketa Oliver
City Administrator
City of Bondurant
200 2nd Street NE
P.O. Box 37
Bondurant, Iowa 50035

BONDURANT, IOWA
BFSD PUBLIC INFRASTRUCTURE STORM SEWER FACILITIES
REVIEW OF BIDS
RECOMMENDATION TO AWARD CONTRACT

The City of Bondurant received bids until 10:00 A.M., November 13, 2025, for the BFSD Public Infrastructure Storm Sewer Facilities project. A total of thirteen bids were received. A copy of the bid tabulation is attached. The bids received are as follows:

Contractor	Total Bid
Veit & Company, Inc.	$779,999.99
Con-Struct Inc.	$819,281.00
Sandstone Management LTD	$847,609.00
Peterson Contractors, Inc.	$855,032.60
McAninch Corporation	$878,501.95
On Track Construction, LLC	$894,066.00
Hilsabeck Dirtwork, LLC	$993,243.62
Reilly Construction Co., Inc.	$1,010,306.25
Absolute Concrete Construction, Inc.	$1,040,478.95
MPS Engineers, PC	$1,143,400.35
Jas Construction, LLC	$1,171,791.00
C.J. Moyna & Sons, LLC	$1,365,888.90
Elder Corporation	$1,380,000.00

The apparent low bid was submitted by Veit & Company, Inc. of Rogers, Minnesota in the amount of $779,999.99. Engineer's estimate was $1,085,300.00.

We recommend award of the BFSD Public Infrastructure Storm Sewer Facilities project to Veit & Company, Inc. of Rogers, Minnesota.

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or at wweber@v-k.net.

VEENSTRA & KIMM, INC.

William Weber

WJW:paj
428111
Enclosure

BID TABULATION
BONDURANT, IOWA
BFSD PUBLIC INFRASTRUCTURE STORM SEWER FACILITIES PROJECT

1. Construct BFSD Public Infrastructure Storm Sewer Facilities Project for the following unit and lump sum prices:

BASE BID:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Veit & Company, Inc. 14000 Viet Place Rogers, MN 55374		Con-Struct Inc. 305 South Dayton Ave. Ames, IA 50010		Sandstone Management LTD 20 Vine Street Carlisle, IA 50047		Peterson Contractors, Inc. 104 Blackhawk St. Reinbeck, IA 50669		McAninch Corporation 100 E Grand Ave. Suite 350 Des Moines, IA 50309		On Track Construction, LLC 1435 West F Ave. Nevada, IA 50201		Hilsabeck Dirtwork, LLC 2935 Deer Run Ave. Macksburg, IA 50155		Reilly Construction Co., Inc. PO Box 99 Ossian, IA 52161		Absolute Concrete Construction, Inc. dba Absolute Group 1800 Burr Oak Blvd. PO Box 430 Granger, IA 50109		MPS Engineers, PC dba Kingston Services, PC 1444 Illinois Street Des Moines, IA 50314		Jas Construction, LLC 701 SW 23rd Street Bondurant, IA 50035		C.J. Moyna & Sons, LLC 24412 HWY 13 Elkader, IA 52043		Elder Corporation 5088 E. University Ave. Des Moines, IA 50327	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
DIVISION 2 - EARTHWORK																													
2.01	Clearing and Grubbing	LS	1	$ 1,310.00	$ 1,310.00	$ 5,000.00	$ 5,000.00	$ 5,089.00	$ 5,089.00	$ 4,500.00	$ 4,500.00	$ 7,350.00	$ 7,350.00	$ 7,000.00	$ 7,000.00	$ 4,000.00	$ 4,000.00	$ 8,000.00	$ 8,000.00	$ 7,500.00	$ 7,500.00	$ 24,500.00	$ 24,500.00	$ 4,725.00	$ 4,725.00	$ 12,000.00	$ 12,000.00	$ 11,000.00	$ 11,000.00
2.02	Topsoil	CY	8,468	$ 2.90	$ 24,557.20	$ 4.00	$ 33,872.00	$ 4.08	$ 34,549.44	$ 4.50	$ 38,106.00	$ 5.89	$ 49,876.52	$ 7.00	$ 59,276.00	$ 4.50	$ 38,106.00	$ 6.25	$ 52,925.00	$ 5.40	$ 45,727.20	$ 7.60	$ 64,356.80	$ 4.40	$ 37,259.20	$ 14.60	$ 123,632.80	$ 5.00	$ 42,340.00
2.03	Class 10 Excavation	CY	74,953	$ 2.30	$ 172,391.90	$ 3.00	$ 224,859.00	$ 2.55	$ 191,130.15	$ 2.40	$ 179,887.20	$ 2.97	$ 222,610.41	$ 3.00	$ 224,859.00	$ 3.90	$ 292,316.70	$ 4.25	$ 318,550.25	$ 4.50	$ 337,288.50	$ 5.10	$ 382,260.30	$ 5.75	$ 430,979.75	$ 5.20	$ 389,755.60	$ 4.50	$ 337,288.50
2.04	Class 13 Excavation	CY	4,280	$ 2.50	$ 10,700.00	$ 3.00	$ 12,840.00	$ 2.55	$ 10,914.00	$ 3.00	$ 12,840.00	$ 3.71	$ 15,878.80	$ 3.00	$ 12,840.00	$ 4.00	$ 17,120.00	$ 5.25	$ 22,470.00	$ 4.50	$ 19,260.00	$ 13.10	$ 56,068.00	$ 8.00	$ 34,240.00	$ 8.20	$ 35,096.00	$ 6.25	$ 26,750.00
2.05	Impermeable Clay Liner	CY	4,280	$ 1.10	$ 4,708.00	$ 3.00	$ 12,840.00	$ 8.74	$ 37,407.20	$ 7.00	$ 29,960.00	$ 4.49	$ 19,217.20	$ 3.00	$ 12,840.00	$ 6.00	$ 25,680.00	$ 7.25	$ 31,030.00	$ 20.50	$ 87,740.00	$ 19.00	$ 81,320.00	$ 7.25	$ 31,030.00	$ 10.20	$ 43,656.00	$ 10.00	$ 42,800.00
2.06	Pond Dredging	CY	220	$ 28.25	$ 6,215.00	$ 20.00	$ 4,400.00	$ 101.77	$ 22,389.40	$ 40.00	$ 8,800.00	$ 57.85	$ 12,727.00	$ 5.00	$ 1,100.00	$ 74.00	$ 16,280.00	$ 100.00	$ 22,000.00	$ 8.00	$ 1,760.00	$ 26.00	$ 5,720.00	$ 104.00	$ 22,880.00	$ 40.00	$ 8,800.00	$ 66.00	$ 14,520.00
2.07	Subgrade Preparation	SY	233	$ 2.60	$ 605.80	$ 5.00	$ 1,165.00	$ 12.25	$ 2,854.25	$ 5.00	$ 1,165.00	$ 29.38	$ 6,845.54	$ 12.00	$ 2,796.00	$ 12.00	$ 2,796.00	$ 5.00	$ 1,165.00	$ 3.50	$ 815.50	$ 5.00	$ 1,165.00	$ 3.50	$ 815.50	$ 18.00	$ 4,194.00	$ 5.50	$ 1,281.50
2.08	Modified Subbase	SY	233	$ 11.25	$ 2,621.25	$ 15.00	$ 3,495.00	$ 13.70	$ 3,192.10	$ 17.00	$ 3,961.00	$ 18.12	$ 4,221.96	$ 12.00	$ 2,796.00	$ 12.00	$ 2,796.00	$ 22.00	$ 5,126.00	$ 14.25	$ 3,320.25	$ 13.25	$ 3,087.25	$ 12.00	$ 2,796.00	$ 36.00	$ 8,388.00	$ 20.50	$ 4,776.50
2.09	Compaction Testing	LS	1	$ 5,830.00	$ 5,830.00	$ 4,000.00	$ 4,000.00	$ 7,124.00	$ 7,124.00	$ 9,000.00	$ 9,000.00	$ 4,798.50	$ 4,798.50	$ 5,000.00	$ 5,000.00	$ 8,600.00	$ 8,600.00	$ 7,500.00	$ 7,500.00	$ 8,000.00	$ 8,000.00	$ 5,600.00	$ 5,600.00	$ 8,725.00	$ 8,725.00	$ 7,500.00	$ 7,500.00	$ 5,300.00	$ 5,300.00
DIVISION 4 - SEWERS AND DRAINS																													
4.01	Sanitary Sewer, Trenched, C900, 8"	LF	365	$ 81.00	$ 29,565.00	$ 70.00	$ 25,550.00	$ 59.15	$ 21,589.75	$ 60.00	$ 21,900.00	$ 83.84	$ 30,601.60	$ 95.00	$ 34,675.00	$ 64.00	$ 23,360.00	$ 105.00	$ 38,325.00	$ 57.50	$ 20,987.50	$ 85.00	$ 31,025.00	$ 67.00	$ 24,455.00	$ 57.50	$ 20,987.50	$ 89.00	$ 32,485.00
4.02	Sanitary Sewer, Trenched, PVC, 8"	LF	146	$ 90.00	$ 13,140.00	$ 70.00	$ 10,220.00	$ 103.52	$ 15,113.92	$ 84.00	$ 12,264.00	$ 77.68	$ 11,341.28	$ 95.00	$ 13,870.00	$ 64.00	$ 9,344.00	$ 100.00	$ 14,600.00	$ 63.00	$ 9,198.00	$ 82.00	$ 11,972.00	$ 61.00	$ 8,906.00	$ 63.00	$ 9,198.00	$ 121.50	$ 17,739.00
4.03	Storm Sewer, Trenched, RCP, 15"	LF	53	$ 83.50	$ 4,425.50	$ 110.00	$ 5,830.00	$ 84.02	$ 4,453.06	$ 92.00	$ 4,876.00	$ 73.44	$ 3,892.32	$ 125.00	$ 6,625.00	$ 110.00	$ 5,830.00	$ 75.00	$ 3,975.00	$ 57.50	$ 3,047.50	$ 64.00	$ 3,392.00	$ 71.25	$ 3,776.25	$ 57.50	$ 3,047.50	$ 89.50	$ 4,743.50
4.04	Storm Sewer, Trenched, RCP, 24", Gasketed	LF	148	$ 126.00	$ 18,648.00	$ 100.00	$ 14,800.00	$ 95.73	$ 14,168.04	$ 112.00	$ 16,576.00	$ 98.77	$ 14,617.96	$ 140.00	$ 20,720.00	$ 156.00	$ 23,088.00	$ 110.00	$ 16,280.00	$ 103.00	$ 15,244.00	$ 84.00	$ 12,432.00	$ 101.50	$ 15,022.00	$ 103.00	$ 15,244.00	$ 116.00	$ 17,168.00
4.05	Storm Sewer, Trenched, RCP, 36"	LF	1,193	$ 169.00	$ 201,617.00	$ 200.00	$ 238,600.00	$ 179.75	$ 214,441.75	$ 200.00	$ 238,600.00	$ 176.39	$ 210,433.27	$ 176.00	$ 209,968.00	$ 234.00	$ 279,162.00	$ 170.00	$ 202,810.00	$ 168.50	$ 201,020.50	$ 137.00	$ 163,441.00	$ 193.50	$ 230,845.50	$ 168.50	$ 201,020.50	$ 315.00	$ 375,795.00
4.06	Pipe Apron, Concrete, 24"	EA	2	$ 3,080.00	$ 6,160.00	$ 2,600.00	$ 5,200.00	$ 3,353.00	$ 6,706.00	$ 2,525.00	$ 5,050.00	$ 2,342.01	$ 4,684.02	$ 3,450.00	$ 6,900.00	$ 4,250.00	$ 8,500.00	$ 3,000.00	$ 6,000.00	$ 3,320.00	$ 6,640.00	$ 2,900.00	$ 5,800.00	$ 3,990.00	$ 7,980.00	$ 3,320.00	$ 6,640.00	$ 2,825.00	$ 5,650.00
4.07	Pipe Apron, Concrete, 36"	EA	1	$ 4,570.00	$ 4,570.00	$ 4,500.00	$ 4,500.00	$ 4,348.00	$ 4,348.00	$ 4,150.00	$ 4,150.00	$ 3,200.91	$ 3,200.91	$ 4,650.00	$ 4,650.00	$ 4,500.00	$ 4,500.00	$ 4,675.00	$ 4,675.00	$ 4,915.00	$ 4,915.00	$ 3,300.00	$ 3,300.00	$ 5,145.00	$ 5,145.00	$ 4,915.00	$ 4,915.00	$ 3,900.00	$ 3,900.00
4.08	Subdrain, Type 1, PVC, 6"	LF	120	$ 26.25	$ 3,150.00	$ 25.00	$ 3,000.00	$ 30.56	$ 3,667.20	$ 25.00	$ 3,000.00	$ 44.75	$ 5,370.00	$ 26.00	$ 3,120.00	$ 32.00	$ 3,840.00	$ 30.00	$ 3,600.00	$ 22.00	$ 2,640.00	$ 21.00	$ 2,520.00	$ 20.25	$ 2,430.00	$ 22.00	$ 2,640.00	$ 29.75	$ 3,570.00
4.09	Subdrain Outlet	EA	4	$ 61.50	$ 246.00	$ 600.00	$ 2,400.00	$ 275.00	$ 1,100.00	$ 350.00	$ 1,400.00	$ 828.02	$ 3,312.08	$ 400.00	$ 1,600.00	$ 100.00	$ 400.00	$ 575.00	$ 2,300.00	$ 281.00	$ 1,124.00	$ 250.00	$ 1,000.00	$ 945.00	$ 3,780.00	$ 281.00	$ 1,124.00	$ 371.00	$ 1,484.00
4.10	Field Tile Repair	LF	300	$ 12.50	$ 3,750.00	$ 5.00	$ 1,500.00	$ 29.50	$ 8,850.00	$ 15.00	$ 4,500.00	$ 36.86	$ 11,058.00	$ 22.00	$ 6,600.00	$ 15.00	$ 4,500.00	$ 25.00	$ 7,500.00	$ 42.00	$ 12,600.00	$ 20.00	$ 6,000.00	$ 34.25	$ 10,275.00	$ 42.00	$ 12,600.00	$ 35.25	$ 10,575.00
4.11	Sanitary Sewer Service Abandonment	LS	1	$ 1,420.00	$ 1,420.00	$ 2,000.00	$ 2,000.00	$ 2,004.00	$ 2,004.00	$ 500.00	$ 500.00	$ 2,747.28	$ 2,747.28	$ 3,500.00	$ 3,500.00	$ 2,000.00	$ 2,000.00	$ 3,150.00	$ 3,150.00	$ 1,250.00	$ 1,250.00	$ 1,900.00	$ 1,900.00	$ 1,575.00	$ 1,575.00	$ 1,250.00	$ 1,250.00	$ 3,550.00	$ 3,550.00
DIVISION 5 - WATER MAINS AND APPURTENANCES																													
5.01	Water Service Abandonment	LS	1	$ 2,490.00	$ 2,490.00	$ 2,000.00	$ 2,000.00	$ 2,004.00	$ 2,004.00	$ 500.00	$ 500.00	$ 2,588.13	$ 2,588.13	$ 2,650.00	$ 2,650.00	$ 2,000.00	$ 2,000.00	$ 2,250.00	$ 2,250.00	$ 1,230.00	$ 1,230.00	$ 1,500.00	$ 1,500.00	$ 1,575.00	$ 1,575.00	$ 1,230.00	$ 1,230.00	$ 2,800.00	$ 2,800.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS																													
6.01	Manhole, SW-301, 48"	EA	2	$ 4,900.00	$ 9,800.00	$ 5,000.00	$ 10,000.00	$ 5,114.00	$ 10,228.00	$ 5,850.00	$ 11,700.00	$ 4,045.52	$ 8,091.04	$ 4,350.00	$ 8,700.00	$ 5,000.00	$ 10,000.00	$ 5,500.00	$ 11,000.00	$ 5,550.00	$ 11,100.00	$ 4,600.00	$ 9,200.00	$ 4,452.00	$ 8,904.00	$ 5,550.00	$ 11,100.00	$ 4,500.00	$ 9,000.00
6.02	Manhole, SW-401, 60" Dia.	EA	4	$ 7,550.00	$ 30,200.00	$ 8,500.00	$ 34,000.00	$ 9,467.00	$ 37,868.00	$ 8,750.00	$ 35,000.00	$ 8,109.33	$ 32,437.32	$ 7,250.00	$ 29,000.00	$ 9,175.00	$ 36,700.00	$ 8,750.00	$ 35,000.00	$ 9,900.00	$ 39,600.00	$ 7,900.00	$ 31,600.00	$ 8,235.00	$ 32,940.00	$ 9,900.00	$ 39,600.00	$ 10,300.00	$ 41,200.00
6.03	Storm Sewer Intake, SW-501	EA	2	$ 3,320.00	$ 6,640.00	$ 4,500.00	$ 9,000.00	$ 3,813.00	$ 7,626.00	$ 5,800.00	$ 11,600.00	$ 2,799.96	$ 5,599.92	$ 3,425.00	$ 6,850.00	$ 5,000.00	$ 10,000.00	$ 3,750.00	$ 7,500.00	$ 3,750.00	$ 7,500.00	$ 3,000.00	$ 6,000.00	$ 3,400.00	$ 6,800.00	$ 3,750.00	$ 7,500.00	$ 3,530.00	$ 7,060.00
6.04	Connection to Existing Manhole	EA	1	$ 1,890.00	$ 1,890.00	$ 9,000.00	$ 9,000.00	$ 5,341.00	$ 5,341.00	$ 6,000.00	$ 6,000.00	$ 11,778.96	$ 11,778.96	$ 4,750.00	$ 4,750.00	$ 2,000.00	$ 2,000.00	$ 5,250.00	$ 5,250.00	$ 3,500.00	$ 3,500.00	$ 11,900.00	$ 11,900.00	$ 4,012.00	$ 4,012.00	$ 3,500.00	$ 3,500.00	$ 7,225.00	$ 7,225.00
DIVISION 7 - STREETS AND RELATED WORK																													
7.01	Pavement, PCC, 8"	SY	207	$ 85.00	$ 17,595.00	$ 80.00	$ 16,560.00	$ 106.20	$ 21,983.40	$ 103.00	$ 21,321.00	$ 94.50	$ 19,561.50	$ 93.00	$ 19,251.00	$ 111.00	$ 22,977.00	$ 90.00	$ 18,630.00	$ 95.00	$ 19,665.00	$ 86.00	$ 17,802.00	$ 113.00	$ 23,391.00	$ 160.00	$ 33,120.00	$ 137.00	$ 28,359.00
7.02	Pavement Samples and Testing	LS	1	$ 3,340.00	$ 3,340.00	$ 1,000.00	$ 1,000.00	$ 896.00	$ 896.00	$ 1,100.00	$ 1,100.00	$ 1,442.70	$ 1,442.70	$ 1,200.00	$ 1,200.00	$ 1,400.00	$ 1,400.00	$ 2,000.00	$ 2,000.00	$ 1,225.00	$ 1,225.00	$ 1,200.00	$ 1,200.00	$ 688.00	$ 688.00	$ 2,500.00	$ 2,500.00	$ 5,900.00	$ 5,900.00
7.03	Surfacing Removal	SY	252	$ 8.20	$ 2,066.40	$ 10.00	$ 2,520.00	$ 13.15	$ 3,313.80	$ 13.00	$ 3,276.00	$ 35.42	$ 8,925.84	$ 15.00	$ 3,780.00	$ 17.46	$ 4,399.92	$ 30.00	$ 7,560.00	$ 10.50	$ 2,646.00	$ 12.00	$ 3,024.00	$ 17.00	$ 4,284.00	$ 20.00	$ 5,040.00	$ 22.00	$ 5,544.00
7.04	Sidewalk, 5" PCC	SY	45	$ 149.00	$ 6,705.00	$ 60.00	$ 2,700.00	$ 84.00	$ 3,780.00	$ 110.00	$ 4,950.00	$ 78.75	$ 3,543.75	$ 78.00	$ 3,510.00	$ 100.00	$ 4,500.00	$ 70.00	$ 3,150.00	$ 80.00	$ 3,600.00	$ 72.00	$ 3,240.00	$ 119.00	$ 5,355.00	$ 90.00	$ 4,050.00	$ 100.00	$ 4,500.00
DIVISION 8 - TRAFFIC CONTROL																													
8.01	Temporary Traffic Control	LS	1	$ 3,980.00	$ 3,980.00	$ 3,700.00	$ 3,700.00	$ 3,359.00	$ 3,359.00	$ 4,000.00	$ 4,000.00	$ 2,310.00	$ 2,310.00	$ 3,550.00	$ 3,550.00	$ 3,000.00	$ 3,000.00	$ 7,500.00	$ 7,500.00	$ 2,600.00	$ 2,600.00	$ 9,200.00	$ 9,200.00	$ 5,000.00	$ 5,000.00	$ 30,000.00	$ 30,000.00	$ 3,000.00	$ 3,000.00
DIVISION 9 - SITE WORK AND LANDSCAPING																													
9.01	Hydraulic Seeding, Type 1	AC	1.0	$ 4,630.00	$ 4,630.00	$ 2,300.00	$ 2,300.00	$ 3,740.00	$ 3,740.00	$ 4,037.00	$ 4,037.00	$ 2,310.00	$ 2,310.00	$ 2,550.00	$ 2,550.00	$ 3,800.00	$ 3,800.00	$ 2,400.00	$ 2,400.00	$ 3,750.00	$ 3,750.00	$ 2,200.00	$ 2,200.00	$ 2,205.00	$ 2,205.00	$ 2,500.00	$ 2,500.00	$ 4,200.00	$ 4,200.00
9.02	Native Grass and Wildflower Seeding	AC	5.6	$ 4,090.00	$ 22,904.00	$ 2,100.00	$ 11,760.00	$ 2,672.00	$ 14,963.20	$ 3,568.00	$ 19,980.80	$ 2,100.00	$ 11,760.00	$ 2,550.00	$ 14,280.00	$ 4,600.00	$ 25,760.00	$ 2,200.00	$ 12,320.00	$ 4,250.00	$ 23,800.00	$ 2,000.00	$ 11,200.00	$ 1,945.00	$ 10,892.00	$ 2,000.00	$ 11,200.00	$ 3,700.00	$ 20,720.00
9.03	SWPPP Preparation	LS	1	$ 1,380.00	$ 1,380.00	$ 1,100.00	$ 1,100.00	$ 1,924.00	$ 1,924.00	$ 1,200.00	$ 1,200.00	$ 1,050.00	$ 1,050.00	$ 1,200.00	$ 1,200.00	$ 1,800.00	$ 1,800.00	$ 1,100.00	$ 1,100.00	$ 1,500.00	$ 1,500.00	$ 1,000.00	$ 1,000.00	$ 2,100.00	$ 2,100.00	$ 3,500.00	$ 3,500.00	$ 3,300.00	$ 3,300.00
9.04	SWPPP Management	LS	1	$ 3,440.00	$ 3,440.00	$ 3,000.00	$ 3,000.00	$ 3,527.00	$ 3,527.00	$ 3,000.00	$ 3,000.00	$ 2,887.50	$ 2,887.50	$ 3,650.00	$ 3,650.00	$ 4,000.00	$ 4,000.00	$ 3,500.00	$ 3,500.00	$ 3,600.00	$ 3,600.00	$ 2,750.00	$ 2,750.00	$ 4,725.00	$ 4,725.00	$ 10,000.00	$ 10,000.00	$ 3,200.00	$ 3,200.00
9.05	Filter Sock, 9"	LF	3,500	$ 1.90	$ 6,650.00	$ 1.90	$ 6,650.00	$ 1.87	$ 6,545.00	$ 1.65	$ 5,775.00	$ 1.79	$ 6,265.00	$ 2.00	$ 7,000.00	$ 2.00	$ 7,000.00	$ 1.70	$ 5,950.00	$ 1.80	$ 6,300.00	$ 1.70	$ 5,950.00	$ 1.85	$ 6,475.00	$ 4.00	$ 14,000.00	$ 1.75	$ 6,125.00
9.06	Filter Socks, Removal	LF	3,500	$ 0.30	$ 1,050.00	$ 0.20	$ 700.00	$ 0.06	$ 210.00	$ 0.25	$ 875.00	$ 0.11	$ 385.00	$ 1.00	$ 3,500.00	$ 0.25	$ 875.00	$ 0.10	$ 350.00	$ 0.20	$ 700.00	$ 0.10	$ 350.00	$ 0.30	$ 1,050.00	$ 1.00	$ 3,500.00	$ 0.25	$ 875.00
9.07	Erosion Control Mulching, Hydromulching	AC	13.2	$ 2,120.00	$ 27,984.00	$ 2,100.00	$ 27,720.00	$ 1,817.00	$ 23,984.40	$ 1,843.00	$ 24,327.60	$ 2,100.00	$ 27,720.00	$ 2,250.00	$ 29,700.00	$ 1,850.00	$ 24,420.00	$ 2,200.00	$ 29,040.00	$ 1,800.00	$ 23,760.00	$ 2,000.00	$ 26,400.00	$ 2,520.00	$ 33,264.00	$ 3,200.00	$ 42,240.00	$ 1,900.00	$ 25,080.00
9.08	Stabilized Construction Exit	SY	120	$ 19.25	$ 2,310.00	$ 30.00	$ 3,600.00	$ 16.75	$ 2,010.00	$ 45.00	$ 5,400.00	$ 17.00	$ 2,040.00	$ 15.00	$ 1,800.00	$ 21.00	$ 2,520.00	$ 30.00	$ 3,600.00	$ 18.00	$ 2,160.00	$ 20.00	$ 2,400.00	$ 24.00	$ 2,880.00	$ 50.00	$ 6,000.00	$ 42.00	$ 5,040.00
9.09	Rip Rap	TONS	9	$ 126.50	$ 1,138.50	$ 100.00	$ 900.00	$ 117.50	$ 1,057.50	$ 95.00	$ 855.00	$ 65.05	$ 585.45	$ 90.00	$ 810.00	$ 65.00	$ 585.00	$ 125.00	$ 1,125.00	$ 110.00	$ 990.00	$ 125.00	$ 1,125.00	$ 125.00	$ 1,125.00	$ 180.00	$ 1,620.00	$ 188.00	$ 1,692.00
9.10	Parcel Accommodations, Pond Outlot X	LS	1	$ 10,330.00	$ 10,330.00	$ 10,000.00	$ 10,000.00	$ 29,682.00	$ 29,682.00	$ 12,000.00	$ 12,000.00	$ 22,804.14	$ 22,804.14	$ 8,000.00	$ 8,000.00	$ 500.00	$ 500.00	$ 17,500.00	$ 17,500.00	$ 9,975.00	$ 9,975.00	$ 3,200.00	$ 3,200.00	$ 32,500.00	$ 32,500.00	$ 16,000.00	$ 16,000.00	$ 65,000.00	$ 65,000.00
9.11	Parcel Accommodations, 309 6th	LS	1	$ 4,680.00	$ 4,680.00	$ 8,000.00	$ 8,000.00	$ 7,094.00	$ 7,094.00	$ 4,500.00	$ 4,500.00	$ 3,417.75	$ 3,417.75	$ 10,000.00	$ 10,000.00	$ 3,116.00	$ 3,116.00	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ 5,500.00	$ 1,200.00	$ 1,200.00	$ 9,534.00	$ 9,534.00	$ 8,500.00	$ 8,500.00	$ 15,000.00	$ 15,000.00
9.12	Parcel Accommodations, 313 6th	LS	1	$ 2,010.00	$ 2,010.00	$ 5,000.00	$ 5,000.00	$ 4,434.00	$ 4,434.00	$ 1,600.00	$ 1,600.00	$ 682.50	$ 682.50	$ 1,500.00	$ 1,500.00	$ 3,316.00	$ 3,316.00	$ 2,100.00	$ 2,100.00	$ 5,500.00	$ 5,500.00	$ 1,200.00	$ 1,200.00	$ 6,273.00	$ 6,273.00	$ 10,500.00	$ 10,500.00	$ 17,000.00	$ 17,000.00
9.13	Parcel Accommodations, 506 Lincoln	LS	1	$ 17,600.00	$ 17,600.00	$ 20,000.00	$ 20,000.00	$ 19,382.00	$ 19,382.00	$ 20,000.00	$ 20,000.00	$ 15,744.75	$ 15,744.75	$ 24,000.00	$ 24,000.00	$ 14,556.00	$ 14,556.00	$ 17,500.00	$ 17,500.00	$ 8,200.00	$ 8,200.00	$ 1,200.00	$ 1,200.00	$ 21,276.00	$ 21,276.00	$ 22,000.00	$ 22,000.00	$ 18,000.00	$ 18,000.00
9.14	Parcel Accommodations, 601 Lincoln	LS	1	$ 3,410.00	$ 3,410.00	$ 3,000.00	$ 3,000.00	$ 4,773.00	$ 4,773.00	$ 5,000.00	$ 5,000.00	$ 3,045.00	$ 3,045.00	$ 5,600.00	$ 5,600.00	$ 3,300.00	$ 3,300.00	$ 3,500.00	$ 3,500.00	$ 22,000.00	$ 22,000.00	$ 1,200.00	$ 1,200.00	$ 7,133.00	$ 7,133.00	$ 10,000.00	$ 10,000.00	$ 9,700.00	$ 9,700.00
DIVISION 11 - MISCELLANEOUS																													
11.01	Construction Survey	LS	1	$ 5,450.00	$ 5,450.00	$ 5,000.00	$ 5,000.00	$ 6,615.00	$ 6,615.00	$ 6,000.00	$ 6,000.00	$ 5,040.00	$ 5,040.00	$ 4,000.00	$ 4,000.00	$ 8,500.00	$ 8,500.00	$ 5,500.00	$ 5,500.00	$ 6,500.00	$ 6,500.00	$ 12,000.00	$ 12,000.00	$ 10,400.00	$ 10,400.00	$ 10,000.00	$ 10,000.00	$ 7,900.00	$ 7,900.00
11.02	Mobilization	LS	1	$ 64,696.44	$ 64,696.44	$ 4,000.00	$ 4,000.00	$ 10,177.44	$ 10,177.44	$ 40,000.00	$ 40,000.00	$ 31,701.05	$ 31,701.05	$ 52,500.00	$ 52,500.00	$ 20,000.00	$ 20,000.00	$ 27,500.00	$ 27,500.00	$ 33,500.00	$ 33,500.00	$ 108,500.00	$ 108,500.00	$ 39,369.80	$ 39,369.80	$ 145,000.00	$ 145,000.00	$ 101,864.00	$ 101,864.00
	TOTAL BID (Items 2.01 - 11.02)			$779,999.99		~~$855,231.00~~ $819,281.00		$847,609.00		$855,032.60		$878,501.95		$894,066.00		$993,243.62		$1,010,306.25		$1,040,478.95		$1,143,400.35		$1,171,791.00		$1,365,888.90		$1,380,000.00	

I hereby certify that this is a true tabulation of bids received on November 13, 2025 by Veenstra & Kimm, Inc. on behalf of the City of Bondurant, Iowa.

Gregory J. Roth
Iowa License No. 11456
My license renewal date is December 31, 2026

PROFESSIONAL ENGINEER — Gregory J. Roth No. 11456 — LICENSED IOWA

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 8.d.
For Meeting of 12/1/2025
Resolution

TITLE: - Resolution approving award of contract to Graphite Construction Group for Eagle Parking Lot Improvements Project

CONTACT PERSON:
John Horton, Public Works Director
Katie Klus, Communication & Events Coordinator

BRIEF HISTORY & ANALYSIS: The City of Bondurant received quotes until 4:30 pm on November 24th, 2025, for the Eagle Park Parking Lot Improvements Project. A total of 9 quotes were received. A copy of the bid tabulation is attached. The quotes received were as follows:

Contractor	Total Bid
Graphite Construction Group	$61,984.00
Absolute Group	$68,011.50
Caliber Concrete	$73,296.50
TK Concrete Inc.	$76,025.00
James Construction LLC.	$77,555.00
Howser Concrete LTD.	$77,777.00
Con-Struct Inc.	$78,361.50
Midstate Solution	$92,935.00
Jensen Builders LTD.	$101,951.25

The apparent low quote was submitted by Graphite Construction Group of Des Moines, Iowa in the amount of $61,984.00. The Engineers' Estimate for the project was $67,345.00 with a 10% contingency for a total of $74,085.00. Bid Alternate 1 is for additional parking stalls on the north side of the lot, effectively doubling the amount of parking spaces.

It is staff recommendation to award the project the Graphite Construction Group with the base bid of $61,984.00 and award Bid Alternate #1 in the amount of $ 8,501.50. This makes the total project award cost of $70,485.50.

FUNDING SOURCE: LOSST and Bonds, supported by GO Debt Service Levy

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 251201-353
2. Eagle Park Bid Tab

CITY OF BONDURANT
RESOLUTION NO. 251201-353

A RESOLUTION AWARDING THE CONTRACT FOR THE EAGLE PARK PARKING LOT IMPROVEMENTS PROJECT TO GRAPHITE CONSTRUCTION GROUP AND AUTHORIZING THE MAYOR AND CITY STAFF TO EXECUTE ALL NECESSARY DOCUMENTS

WHEREAS the City of Bondurant solicited quotes for the Eagle Park Parking Lot Improvements Project, with quotes due on November 24, 2025; and

WHEREAS a total of nine (9) quotes were received, as shown in the bid tabulation included in the Public Works Director's Recommendation to Award Contract; and

WHEREAS the apparent low quote was submitted by Graphite Construction Group of Des Moines, Iowa, with a base bid of $61,984.00; and

WHEREAS the Engineer's Estimate for the project was $67,345.00, with a 10% contingency for a total of $74,085.00; and

WHEREAS Bid Alternate No. 1 is for additional parking stalls on the north side of the parking lot, effectively doubling the amount of parking spaces available; and

WHEREAS, the Public Works Director has reviewed the quotes and recommends awarding the Base Bid in the amount of $61,984.00 and Bid Alternate No. 1 in the amount of $8,501.50, for a total contract amount of $70,485.50; and

WHEREAS approval of this quote will allow construction to achieve substantial completion by July 15, 2026; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA:

1. The City Council hereby accepts the recommendation of the Public Works Director and awards the contract for the Eagle Park Parking Lot Improvements Project to Graphite Construction Group in the total amount of $70,485.50, which includes the Base Bid and Bid Alternate No. 1.

2. The Mayor, City Administrator, Public Works Director, and other appropriate City staff are hereby authorized and directed to execute all necessary documents, contracts, agreements, and actions required to proceed with and complete the project.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 1st day of December 2025.

By: _____
Doug Elrod, Mayor

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

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

_____

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Base Bid: Eagle Park Parking Lot Improvements Project				Engineers Estimate		Midstate Solution Harrison Dr. Iowa 50028		107 Baxter,		Caliber Concrete LLC 309 Audubon St. Adair, Iowa 50002		Howser Concrete LTD. 3230 99th Street Urbandale, Iowa 50322		Graphite Construction Group 1955 NE 58th Ave. Des Moines, Iowa 50313		TK Concrete Inc. 1608 Fifield Road Pella, Iowa 50219		James Construction LLC. 1601 E 29th St. Des Moines, Iowa 50317		Con-Struct Inc. 1710 East Main Street Marshalltown, Iowa 50158		Jensen Builders LTD. 2097 NE 60th Ave. Des Moines, Iowa 50313		Absolute Group 1800 Burr Oak Blvd Granger, Iowa 50109	
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost	Unit Price	Total Cost			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	Mobilization/General Conditions	LS	1	$5,000.00	$5,000.00	$4,500.00	$4,500.00			$9,000.00	$9,000.00	$7,774.50	$7,774.50	$2,087.45	$2,087.45	$7,500.00	$7,500.00	$4,200.00	$4,200.00	$5,000.00	$5,000.00	$8,750.00	$8,750.00	$5,000.00	$5,000.00
2	Construction Staking	LS	1	$3,500.00	$3,500.00	$4,000.00	$4,000.00			$2,000.00	$2,000.00	$2,450.00	$2,450.00	$2,875.00	$2,875.00	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$2,420.00	$2,420.00	$2,350.00	$2,350.00	$2,000.00	$2,000.00
3	Erosion Control	LS	1	$1,000.00	$1,000.00	$5,000.00	$5,000.00			$1,500.00	$1,500.00	$4,000.00	$4,000.00	$575.00	$575.00	$1,900.00	$1,900.00	$1,500.00	$1,500.00	$3,850.00	$3,850.00	$1,750.00	$1,750.00	$3,500.00	$3,500.00
4	Concrete Washout	LS	1	$600.00	$600.00	$1,500.00	$1,500.00			$500.00	$500.00	$1,250.00	$1,250.00	$460.00	$460.00	$1,000.00	$1,000.00	$1,700.00	$1,700.00	$750.00	$750.00	$600.00	$600.00	$1,060.00	$1,060.00
5	PCC/Trail Removal	SY	170	$15.00	$2,550.00	$11.00	$1,870.00			$9.00	$1,530.00	$16.50	$2,805.00	$7.50	$1,275.00	$10.00	$1,700.00	$8.00	$1,360.00	$15.00	$2,550.00	$24.15	$4,105.50	$9.00	$1,530.00
6	Pavement Striping Removal	LS	1	$500.00	$500.00	$500.00	$500.00			$750.00	$750.00	$330.00	$330.00	$339.00	$339.00	$500.00	$500.00	$600.00	$600.00	$325.00	$325.00	$346.00	$346.00	$295.00	$295.00
7	Tree Removal	EA	1	$250.00	$250.00	$800.00	$800.00			$1,000.00	$1,000.00	$185.00	$185.00	$690.00	$690.00	$2,000.00	$2,000.00	$300.00	$300.00	$500.00	$500.00	$940.00	$940.00	$220.00	$220.00
8	Bollard Removal	EA	5	$100.00	$500.00	$125.00	$625.00			$100.00	$500.00	$75.00	$375.00	$103.50	$517.50	$75.00	$375.00	$50.00	$250.00	$100.00	$500.00	$150.00	$750.00	$15.00	$75.00
9	Topsoil Strip and Respread	CY	195	$8.00	$1,560.00	$15.00	$2,925.00			$8.00	$1,560.00	$19.00	$3,705.00	$6.90	$1,345.50	$10.00	$1,950.00	$15.00	$2,925.00	$20.00	$3,900.00	$24.05	$4,689.75	$7.30	$1,423.50
10	Site Grading	CY	195	$6.00	$1,170.00	$20.00	$3,900.00			$8.00	$1,560.00	$26.00	$5,070.00	$15.25	$2,973.75	$10.00	$1,950.00	$12.00	$2,340.00	$15.00	$2,925.00	$45.10	$8,794.50	$19.00	$3,705.00
11	Subgrade Preparation, 12"	SY	720	$3.50	$2,520.00	$5.00	$3,600.00			$3.00	$2,160.00	$1.55	$1,116.00	$1.75	$1,260.00	$3.25	$2,340.00	$10.00	$7,200.00	$5.00	$3,600.00	$10.60	$7,632.00	$3.10	$2,232.00
12	6" PCC Paving	SY	530	$68.00	$36,040.00	$75.00	$39,750.00			$58.17	$30,830.10	$65.00	$34,450.00	$60.15	$31,879.50	$64.00	$33,920.00	$62.00	$32,860.00	$62.00	$32,860.00	$70.95	$37,603.50	$57.00	$30,210.00
13	5" PCC Paving	SY	110	$60.00	$6,600.00	$90.00	$9,900.00			$83.24	$9,156.40	$60.00	$6,600.00	$67.00	$7,370.00	$58.50	$6,435.00	$85.00	$9,350.00	$60.00	$6,600.00	$90.75	$9,982.50	$73.00	$8,030.00
14	Bollards	EA	3	$200.00	$600.00	$500.00	$1,500.00			$400.00	$1,200.00	$450.00	$1,350.00	$843.00	$2,529.00	$500.00	$1,500.00	$350.00	$1,050.00	$1,200.00	$3,600.00	$275.00	$825.00	$500.00	$1,500.00
15	Handicap Parking Sign	LS	1	$500.00	$500.00	$500.00	$500.00			$750.00	$750.00	$325.00	$325.00	$339.00	$339.00	$500.00	$500.00	$500.00	$500.00	$325.00	$325.00	$350.00	$350.00	$295.00	$295.00
16	Landscape Stone	TON	3.5	$150.00	$525.00	$600.00	$2,100.00			$500.00	$1,750.00	$105.00	$367.50	$161.00	$563.50	$730.00	$2,555.00	$200.00	$700.00	$495.00	$1,732.50	$750.00	$2,625.00	$450.00	$1,575.00
17	Limestone Boulders	EA	3	$300.00	$900.00	$600.00	$1,800.00			$1,100.00	$3,300.00	$445.00	$1,335.00	$617.00	$1,851.00	$1,250.00	$3,750.00	$1,200.00	$3,600.00	$550.00	$1,650.00	$1,700.00	$5,100.00	$500.00	$1,500.00
18	Pavement Striping	STA	2.1	$300.00	$630.00	$650.00	$1,365.00			$500.00	$1,050.00	$450.00	$945.00	$578.00	$1,213.80	$500.00	$1,050.00	$1,200.00	$2,520.00	$940.00	$1,974.00	$475.00	$997.50	$410.00	$861.00
19	Seeding/Site Restoration	AC	0.4	$6,000.00	$2,400.00	$17,000.00	$6,800.00			$8,000.00	$3,200.00	$8,360.00	$3,344.00	$4,600.00	$1,840.00	$6,500.00	$2,600.00	$4,000.00	$1,600.00	$8,250.00	$3,300.00	$9,400.00	$3,760.00	$7,500.00	$3,000.00
	Total Base Bid				**$67,345.00**		**$92,935.00**				**$73,296.50**		**$77,777.00**		**$61,984.00**		**$76,025.00**		**$77,555.00**		**$78,361.50**		**$101,951.25**		**$68,011.50**
Bid Alternate 1																									
Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Cost	Unit Price	Total Cost			Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	6" PCC Paving	CY	130	$68.00	$8,840.00	$75.00	$9,750.00			$58.17	$7,562.10	$65.00	$8,450.00	$61.75	$8,027.50	$62.50	$8,125.00	$62.00	$8,060.00	$62.00	$8,060.00	$90.00	$11,700.00	$81.00	$10,530.00
2	Pavement Striping	STA	1	$300.00	$300.00	$650.00	$650.00			$500.00	$500.00	$327.00	$327.00	$474.00	$474.00	$400.00	$400.00	$1,200.00	$1,200.00	$242.00	$242.00	$260.00	$260.00	$220.00	$220.00
	Total Bid Alternate 1				**$9,140.00**		**$10,400.00**				**$8,062.10**		**$8,777.00**		**$8,501.50**		**$8,525.00**		**$9,260.00**		**$8,302.00**		**$11,960.00**		**$10,750.00**

I hereby certify that this is a true tabulation of the quotes recieved on November 24th, 20025

John C. Horton

John Horton
Public Works Director, City Of Bondurant, Iowa

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 8.e.
For Meeting of 12/1/2025
Resolution

TITLE: - Consideration of Resolutions Regarding the City of Bondurant's Future Membership Status with the Des Moines Area Regional Transit Authority (DART)

CONTACT PERSON:
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS:

The Des Moines Area Regional Transit Authority (DART) is preparing to implement a newly designed bus network in June 2026 and is evaluating a potential three-year Paratransit-Only Membership Study. As part of this process, DART has requested that the City of Bondurant indicate its preferred path forward by **December 31, 2025**, to ensure appropriate network planning, budget forecasting, and service transitions. Bondurant's current membership includes fixed-route service (Route 1A and Route 21 connections) and paratransit service.

According to the material presented to the City on November 3, 2025, Bondurant has three distinct membership options for FY27 and beyond. These options have long-term implications for service levels, cost participation, and representation on the DART Commission.

Option 1: Remain a Full Member of DART

Under this option, Bondurant would continue participation as a full DART member, maintaining fixed-route and paratransit service comparable to existing levels.

Key Considerations:

- Fixed-route service would remain generally similar to today, though with **some reduction in span of service** under the new network plan (page 5).
- Route 1A would continue to serve Bondurant, with transfers to Route 21 at Outlets of Des Moines for access to the Amazon facility. Route 21 would maintain two morning and two evening trips (page 5).

- Updated five-year financial projections estimate annual contributions increasing from **$334,136 in FY26** to **$401,290 in FY31**, with levy rates ranging from **$0.64–$0.71** (page 4).
- Maintains Bondurant's full voting rights and representation on the DART Commission.

Impact: Continued access to regional transit services but with rising financial contributions (and an increase in the levy rate for these services) consistent with DART's funding model. Ensures fixed-route presence within the community.

Option 2: Participate in the Paratransit-Only Membership Study (FY27–FY29)

DART is considering the creation of a Paratransit-Only Membership model and has invited Bondurant (and Pleasant Hill) to participate in a three-year study beginning **July 1, 2026**.

Key Features of the Study:

- Eligibility parameters: Cities with populations under 20,000 and without 50% contiguous border to DART's fixed-route network (page 7 of the attached information).
- Bondurant would retain **full voting rights and Commission seat** during the study (page 7 of the attached information).
- Financial participation:
    - Required levy rate of **$0.10**
    - Full reimbursement for paratransit trips
- Estimated paratransit usage (page 11):
    - **2% adoption rate** (DART staff recommendation): approx. 10 riders, 750 trips/year, estimated total cost $43,500
    - **4% adoption rate:** approx. 19 riders, 1,425 trips/year, estimated total cost $82,650
- This option would **remove Bondurant's fixed-route service beginning in June 2026**, as Route 21 to Amazon would be eliminated prior to implementation (page 13).

Impact: Significantly lowers the City's levy rate but eliminates fixed-route service. Provides a structured evaluation period, with no penalty if Bondurant chooses to return to full membership after the study.

Option 3: Full Withdrawal from DART (Effective July 1, 2027)

Bondurant may choose to withdraw entirely from DART.

Key Requirements:

- The City must notify DART **by December 31, 2025,** of its intent to withdraw effective **July 1, 2027** (page 13).
- Current service levels (both fixed-route and paratransit) would be retained through FY27.
- Bondurant would have no future financial contribution obligations but would lose access to all DART services unless contracted separately.
- Loss of DART Commission representation.

Impact: Eliminates costs but also eliminates all public transit and paratransit services provided by DART. Could create mobility challenges for residents who rely on existing services.

City Council is asked to review the three options and determine Bondurant's desired path for future participation in DART. A formal vote is required **no later than December 31, 2025**, after which staff will notify DART of the City's decision and begin preparing for any associated service or budget adjustments.

FUNDING SOURCE: The funding comes from a separate levy on a property owner's consolidated levy rate.

STAFF RECOMMENDATION: This is a Council policy decision. Attached are three resolutions, reflecting each of the options outlined in the agenda statement. Select the resolution corresponding to the Council's direction and approve on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251201-354 (Paratransit Only)

2. RESOLUTION NO. 251201-354 (Remain Full Member)
3. RESOLUTION NO. 251201-354 (Full Withdrawal)
4. Bondurant Paratransit Only Update - 11.3.25

CITY OF BONDURANT
RESOLUTION NO. 251201-354

A RESOLUTION AUTHORIZING THE CITY OF BONDURANT TO PARTICIPATE IN THE DART PARATRANSIT-ONLY MEMBERSHIP STUDY FOR FY27–FY29

WHEREAS, the Des Moines Area Regional Transit Authority (DART) is considering the establishment of a Paratransit-Only Membership model and has offered the City of Bondurant the opportunity to participate in a three-year Paratransit-Only Membership Study beginning July 1, 2026; and

WHEREAS, under the proposed study, eligible communities may maintain their DART Commission representation and voting rights while contributing a reduced levy rate and reimbursing DART for all paratransit trips taken by their residents; and

WHEREAS, participation in the study would discontinue fixed-route service in Bondurant beginning June 2026, but would allow the City and DART to evaluate the long-term feasibility of a Paratransit-Only Membership model; and

WHEREAS, DART has requested that the City of Bondurant notify the agency of its interest in the study by December 31, 2025;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA, that the City hereby elects to participate in the DART Paratransit-Only Membership Study beginning July 1, 2026, for a three-year duration as outlined by DART.

BE IT FURTHER RESOLVED that the City Administrator is authorized and directed to notify DART of this action and to coordinate with DART staff and legal counsel in the development of any related agreements or implementation steps.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 1st day of December 2025.

By: _____
Doug Elrod, Mayor

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

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

_____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

CITY OF BONDURANT
RESOLUTION NO. 251201-354

A RESOLUTION AFFIRMING THE CITY OF BONDURANT'S INTENT TO CONTINUE AS A FULL MEMBER OF THE DES MOINES AREA REGIONAL TRANSIT AUTHORITY (DART) FOR FY27 AND BEYOND

WHEREAS, the City of Bondurant is currently a full member of the Des Moines Area Regional Transit Authority (DART), receiving fixed-route and paratransit services for its residents; and

WHEREAS, DART has presented the City with options for future membership as part of its implementation of a new regional bus network beginning June 2026; and

WHEREAS the City of Bondurant desires to continue receiving transit services at levels similar to those currently provided, including fixed-route and paratransit services, and to maintain its representation and voting rights on the DART Commission; and

WHEREAS continuation as a full member will require ongoing financial participation consistent with DART's adopted formula and the projections provided for FY27 and beyond;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA, that the City hereby notifies DART of its intent to remain a full member of the Des Moines Area Regional Transit Authority for FY27 and beyond.

BE IT FURTHER RESOLVED that the City Administrator is directed to transmit this decision to DART staff and coordinate any actions necessary to maintain Bondurant's full membership status.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 1st day of December 2025.

By: _____
Doug Elrod, Mayor

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

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

_____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

CITY OF BONDURANT
RESOLUTION NO. 251201-354

A RESOLUTION PROVIDING NOTICE OF THE CITY OF BONDURANT'S INTENT TO WITHDRAW FROM THE DES MOINES AREA REGIONAL TRANSIT AUTHORITY EFFECTIVE JULY 1, 2027

WHEREAS the City of Bondurant is currently a full member of the Des Moines Area Regional Transit Authority (DART) and receives fixed-route and paratransit services through the regional transit system; and

WHEREAS, DART has provided its member communities with options regarding future participation, including the opportunity to fully withdraw from the agency effective July 1, 2027; and

WHEREAS a decision by the City to withdraw from DART must be communicated to DART by December 31, 2025, in accordance with the requirements of the current 28E Agreement; and

WHEREAS withdrawal from DART would result in discontinuation of fixed-route and paratransit services following FY27;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA, that the City hereby gives formal notice of its intent to fully withdraw from the Des Moines Area Regional Transit Authority effective July 1, 2027.

BE IT FURTHER RESOLVED that the City Administrator is directed to provide a copy of this written notice to DART and to coordinate any necessary transition planning to ensure continuity of service through FY27.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 1st day of December 2025.

By: _____
Doug Elrod, Mayor

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

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

_____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Bondurant DART Membership

November 3, 2025

Bondurant's DART Membership – Possible Paths Forward

- Remain in DART as a full member in FY27 with similar service as today
- Participate in a paratransit-only membership study starting July 1, 2026 for 3 years
- Withdraw from DART effective July 1, 2027

Bondurant: Full DART Membership

Five-Year Projections for Full DART Membership

Levy Rate / Contribution Type	FY 2026 (Year 5)	FY 2027 (Year 6)	FY 2028 (Year 7)	FY 2029 (Year 8)	FY 2030	FY 2031
Bondurant Contribution	$334,136	$352,725	$361,731	$367,857	$386,220	$401,290
Bondurant Levy Rate	0.64	0.67	0.65	0.71	0.65	0.64

Proposed New Bus Network

Moves resources from peak-only services to all-day, all-week services along the busiest streets in our region.

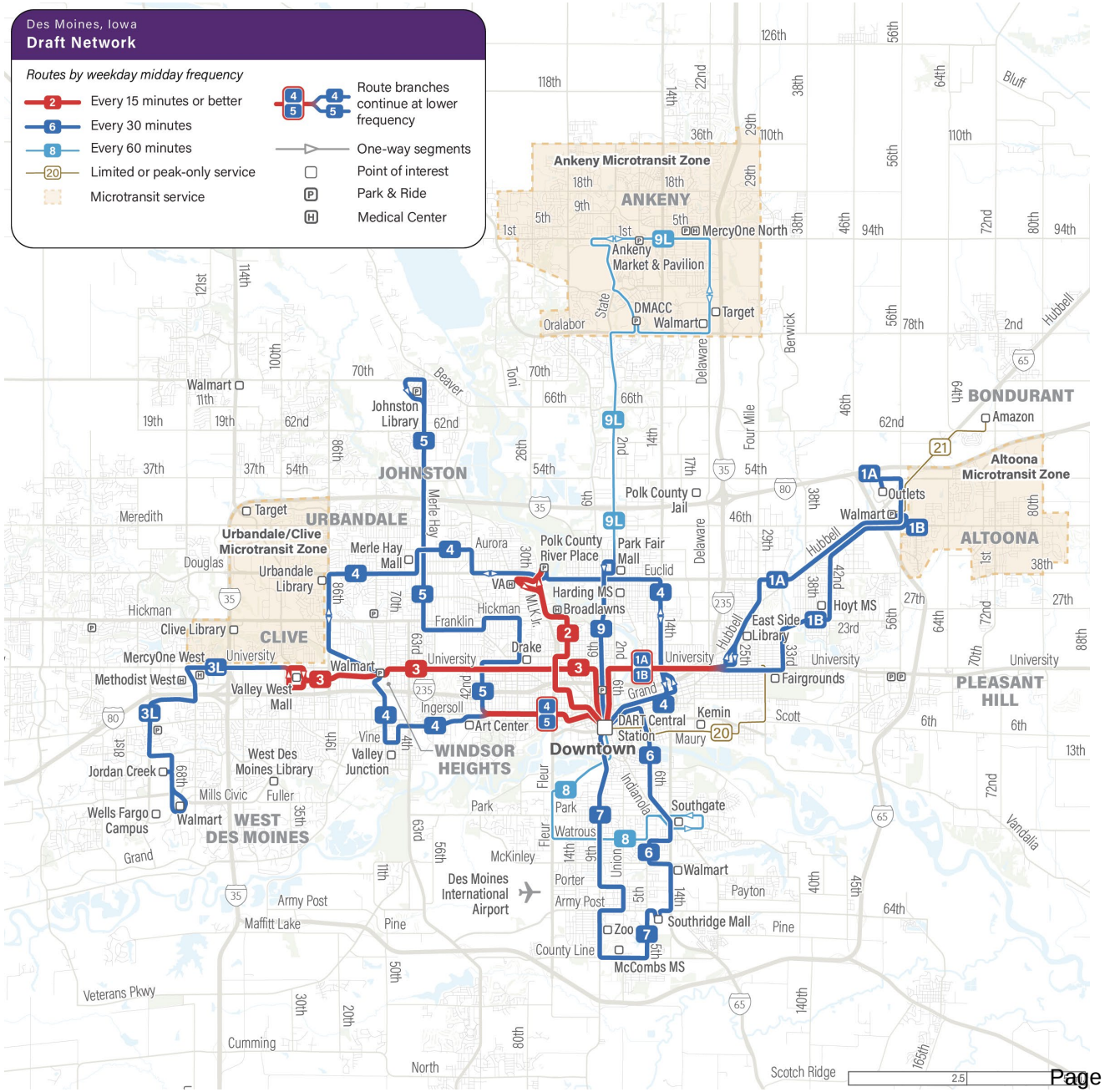
Bondurant service:

- Similar service as today, some reduction in span of service
- People ride 1A to Outlets of Des Moines and then transfer to Route 21 to get to Amazon
- Route 21 will have 2 trips in the morning and 2 trips in the evening (same as today)

FY25 boardings in Bondurant:

- 3,276 fixed route boardings
- 299 Paratransit boardings

More residents and jobs near frequent bus service



Paratransit-Only Membership Study

Paratransit-Only Membership Concept

- **Conduct Study**: DART Commission considering Tuesday whether to authorize staff to conduct a three-year Paratransit-Only Membership Study with Bondurant and Pleasant Hill
- **Eligibility (no change):** Population ≤ 20,000; ≥50% border not contiguous with DART's fixed-route network
- **Financial Participation**:
  - Annual levy rate: $0.10
  - Full reimbursement for Paratransit trips
- **Other Key Differences**:
  - Participating communities retain commission seat and voting rights during study
  - No re-entry penalty if returning to full membership from study

Study Scope and Evaluation

- **Purpose of Study:** Evaluate feasibility of a Paratransit-Only Membership model under the current 28E Agreement
- **Study Duration**: 3 years
- **Milestones**:
  - Year 1: Launch and baseline data collection
  - Year 2: Midpoint review and adjustment; Initial cost-benefit analysis
  - Dec. of 2027: Decision made as to whether to make study permanent through 28E amendments and/or end study at the end of FY29
  - Year 3: Final cost-benefit analysis
- **Reporting**: Staff to report findings and recommendations by October 2027
- **Goal**: Determine if the Paratransit-Only model should become a permanent membership option

Bondurant: Paratransit-Only Membership Study

Paratransit Eligibility Data

	City-wide Totals			Bus Plus Zone Totals						
City:	Disability Pop	2020 Pop	Disability Percentage	Disability Pop	2020 Pop	Disability Percentage	How many unique individuals from each city ride Paratransit ?	Percent of current disability pop who ride Paratransit	how many total trips on Paratransit	average trips per person
West Des Moines	6,734	68,737	9.8%	6,085	62,580	9.7%	175	2.9%	12,939	73.9
Clive	1,257	18,607	6.8%	1,131	15,593	7.3%	20	1.8%	1,576	78.8
Ankeny	5,197	68,329	7.6%	2,782	32,839	8.5%	103	3.7%	8,167	79.3
Urbandale	3,422	45,580	7.5%	2,938	36,808	8.0%	76	2.6%	9,310	122.5
Pleasant Hill	1,006	10,187	9.9%	874	8,860	9.9%	29	3.3%	1,992	68.7
Des Moines	30,451	214,176	14.2%	30,433	214,061	14.2%	748	2.5%	53,341	71.3
Grimes	1,269	15,437	8.2%	665	8,619	7.7%	13	2.0%	585	45
Altoona	2,467	19,864	12.4%	1,986	14,644	13.6%	40	2.0%	1,907	47.7
Johnston	1,739	24,164	7.2%	1,609	22,109	7.3%	63	3.9%	4,810	76.3
Windsor Heights	592	5,252	11.3%	592	5,252	11.3%	10	1.7%	797	79.7
Bondurant	474	7,479	6.3%	59	933	6.3%	0	0.0%	0	0

Bondurant Paratransit-only Projections

2% of disability population use Paratransit = $0.183 total *estimated* levy rate

- 10 unique riders
- 750 estimated Paratransit trips at a cost per trip of $58
- $43,500 estimated total cost of trips
- $0.10 buy-in levy

4% of disability population use Paratransit = $0.257 total *estimated* levy rate

- 19 unique riders
- 1,425 estimated Paratransit trips at a cost per trip of $58
- $82,650 estimated total cost of trips
- $0.10 buy-in levy

DART staff recommendation:

- Use 2% adoption rate to estimate FY27 trips and cost
- It typically takes 18-24 months to see full adoption
- 2019 Paratransit ridership was 515 trips

Timing Considerations

Summary: Possible Paths Forward

As the Commission considers a Paratransit-Only Membership Study and prepares to approve a new bus network, we'd like to understand Bondurant's interest in the following options:

- Remain in DART as a full member in FY27 with similar service as today
- Notify DART before December 31, 2025, of your interest in participating in the Paratransit-only membership study starting July 1, 2026 for 3 years.
  - DART will remove Route 21 to Amazon from the new bus network prior to implementation in June 2026
- Notify DART before December 31, 2025, if Bondurant wants to fully withdrawal from DART effective July 1, 2027, retaining current service through FY27.

Decision and Next Steps

- **Commission Action (Nov. 4)**:
  - Approve staff to coordinate with legal counsel (Brick Gentry) and participating cities to work to agreement and implementation
  - Authorize implementation of study under Article IV, Section 1(q)
- **Timeline**:
  - Bondurant City Council to vote by Dec 31, 2025
  - Pleasant Hill City Council to vote by Jan 15, 2026
  - Regular progress updates to the Commission
  - Year 1 implementation beginning July 1, 2026
- **Outcome**: Framework for sustainable Paratransit access while maintaining DART membership integrity

Thank you

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 9.a.
For Meeting of 12/1/2025
Presentation

TITLE: Confluence Presentation regarding Zoning Code Development

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Chris Shires of Confluence will be here to present on the Zoning Code process.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: This is a presentation from the City's zoning code consultant.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 9.b.
For Meeting of 12/1/2025
Discussion Item

TITLE: Utility Rate Discussions

CONTACT PERSON:
Marketa Oliver, ICMA-CM, SPHR, City Administrator
Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: The most recent time sewer rates have been adjusted was in July 2016, when they were decreased by $0.25.

Staff worked with the City's Financial Advisor to update cash flows based on recent information from the Wastewater Reclamation Authority. Based on the debt being issued for sewage treatment upgrades, rate adjustments will be necessary. While included in the WRA plan is a multi-year debt issuance projection, at this time, the recommendation is to implement a two-year rate structure, as the WRA has not previously issued debt as quickly as they anticipated. Therefore, the recommendation is to implement rates for FY27 and FY28 and revisit those rates during FY28 (July 1, 2027 - June 30, 2028) to see if there is a need for additional adjustment.

Additional information regarding the City's other utilities will also be provided for this discussion.

FUNDING SOURCE: This is a revenue source necessary to meet the needs of the utility.

STAFF RECOMMENDATION: This is a discussion item.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 9.c.
For Meeting of 12/1/2025
Discussion Item

TITLE: Employee Handbook Updates

CONTACT PERSON:
Jene Jess, Finance Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: The purpose of this summary is to provide clear and concise information about the substantive policy changes incorporated into the 2025 Draft Employee Handbook compared with the 2024 Approved Handbook. This summary highlights new policies, significant updates, and areas where regulatory alignment, modernization, or operational clarity has been strengthened. Attached to this agenda discussion item are both the existing policy and the proposed policy in their entirety.

Overview
The 2025 Draft Employee Handbook includes several major additions and revisions that enhance compliance, strengthen ethical expectations, improve operational consistency, and modernize policy language. The updates reflect evolving workplace standards, incorporate legal best practices, and align with organizational restructuring.

New Policies Added
The following policies represent entirely new sections added to the 2025 draft:

- Pre-Employment Drug & Alcohol Testing
  Introduces testing requirements for designated positions and outlines procedures, documentation expectations, and disqualification criteria.
- Background Check Policy
  Adds a comprehensive FCRA- and EEOC-aligned framework covering disclosure, consent, adverse action procedures, and a position-based evaluation matrix.
- Employee Fitness Facility Usage Policy
  Establishes expectations for the safe and appropriate use of City-provided fitness areas.

- Cash Management & Internal Control Policy
  Implements cash handling standards, segregation of duties, reconciliation procedures, and audit controls.

Significant Policy Revisions
Several existing policies have undergone meaningful updates or expansions:

- Emergency Services Rest Time Rules
  Establishes defined expectations for paid rest periods for Fire/EMS personnel, including a structured 90-minute rest allowance per 12-hour shift.
- Procurement Policy Enhancements
  Renames the procurement policy to the Credit/Procurement Card Policy and expands related requirements, purchasing restrictions, and accountability measures.
- Mandatory Direct Deposit
  Direct deposit is now required for all employees, ensuring consistent payroll distribution and reducing administrative burden.
- HR Administrative Authority Update
  Reassigns responsibilities previously assigned to the Finance & Employee Services Director to the Assistant City Administrator – Administrative Services Director in alignment with the current organizational structure.

Updated Conduct Standards
Two handbook sections relating to workplace conduct and ethics received significant modernization:

- Social Media Policy (Section 5-3)
  Adds a permitted-use exception allowing employees to repost official City content during work hours or with City equipment. Expands confidentiality protections by prohibiting the disclosure of information that is passed along to be posted on social media. Updates terminology to reflect current platforms. These revisions clarify expectations while supporting appropriate employee engagement with City messaging.
- Conflict of Interest & Business Ethics (Section 5-10)
  Broadens the definition of conflicts to include conduct or communication that may undermine the City's mission, values, or public trust. Introduces new examples such as acceptance of honoraria or kickbacks, and advocacy for personal employment advantage. Establishes clearer reporting requirements directing employees to disclose conflicts to the Assistant City Administrator or City Administrator. Adds guidance on interactions with elected officials and references protections for employees who report misconduct. These updates strengthen the policy's alignment with public sector ethical standards.

Conclusion

The updates reflected in the 2025 Draft Employee Handbook strengthen the City's operational integrity, compliance posture, and organizational clarity. These changes contribute to a professional, transparent, and accountable workplace aligned with the City's service expectations.

If the Council would like additional detail on any individual policy, a redline comparison, or a version formatted for employee distribution, that can be prepared upon request.

SECTION 1 — GOVERNING PRINCIPLES OF EMPLOYMENT

Policy / Section	2024 Handbook	2025 Draft Handbook	Type of Change
About This Handbook / Disclaimer	Refers employees to **Finance & Employee Services Director** as information source. No mention of collective bargaining.	Refers employees to **Assistant City Administrator – Administrative Services Director** as information source. Adds: **"This handbook is subject to the terms of any applicable collective bargaining agreement."**	**Substantive revision:** Reassigns HR authority; adds collective bargaining applicability.
1-4 Authority	No mention of collective bargaining.	No change in substance.	— (no change)
1-5 Equal Employment Opportunity	Accommodation requests directed to **Finance & Employee Services Director**.	Accommodation requests directed to **Assistant City Administrator – Administrative Services Director**.	**Structural change:** Reassignment of HR authority.
1-6 Non-Harassment	Reporting directed to City Administrator or management; HR role referenced as Finance & Employee Services Director.	Reporting identical, but references HR as **Assistant City Administrator – Administrative Services Director**.	**Structural change:** HR function change.
1-7 Drug-Free Workplace	No pre-employment drug test policy.	Adds **Pre-Employment Drug and Alcohol Testing** section describing testing, documentation, retests, and disqualification rules.	**Major new policy addition.**
1-8 Drug Testing (reasonable suspicion)	Same policy.	Same policy.	— (no change)
1-12 Reasonable Accommodations	Accommodation requests handled by **Finance &**	Accommodation requests handled by **Assistant City Administrator – Administrative Services Director**.	**Structural change:** HR authority updated.

	Employee Services Director.		
1-13 Background Check Policy	**Not present.**	**New full policy added**, including FCRA disclosures, pre-adverse and adverse action requirements, EEOC factors, and matrix definitions.	**Major new policy addition.**

SECTION 2 — OPERATIONAL POLICIES

Policy / Section	**2024 Handbook**	**2025 Draft Handbook**	**Type of Change**
2-4 Working Hours and Schedule	Standard city hours 8–4:30. Fire/EMS: full pay for all hours worked; rest and meal periods per department.	Adds **new detailed structure for Emergency Services**, including: • Up to **90 minutes of paid rest time** per 12-hour shift. • Rest is not guaranteed. • Definitions of passive time. Updates wording for general business hours but no change to schedule.	**Substantive expansion of Emergency Services scheduling/rest policy.**
Emergency Services Shift Structure	Describes Team A–D schedule rotation.	Same rotation, but 2025 draft includes more clarification on rest expectations and paid rest maximum.	**Clarification + policy enhancement.**
2-5 Remote Work	Same overall structure; references to HR roles using 2024 titles.	Nearly identical content; wording edits only to reflect **Assistant City Administrator – Administrative Services Director** role.	**Structural change only (HR role).**
2-6 Timekeeping Procedures	Uses Executime link ending in bondurantia.executime.com.	Updates link to AWS environment: bondurantia.aws.executime.com.	**System update—not a policy change.**
Timekeeping for Fire/EMS	12-hour shifts; breaks on the clock; mandatory rest period rules.	Same content, but clarifies mandatory 8-hour rest after 16 hours worked.	**Clarifying change.**
2-10 Paycheck	Errors reported to **Finance & Employee Services Director**.	Errors reported to **Assistant City Administrator – Administrative Services Director**.	**Structural change: HR authority.**
2-11 Direct Deposit	Requires most employees to use direct deposit.	Requires **all** employees to use direct deposit.	**Substantive tightening.**

SECTION 3 — BENEFITS

Policy / Section	2024 Handbook	2025 Draft Handbook	Type of Change
3-3 Paid Vacations	Standard policy.	Same policy.	—
3-4 Sick Days	Standard.	Standard.	—
3-13 Wellness & Moral Program	Present.	Same program.	—
3-16 Professional Development	Covered.	Expanded formatting but no functional change.	—
3-17 Employee Fitness Facility Usage	**Not included.**	**New section added** establishing rules for using internal fitness areas.	**New policy addition.**

SECTION 4 — LEAVES OF ABSENCE

Policy / Section	2024 Handbook	2025 Draft Handbook	Type of Change
4-3 Family and Medical Leave	Appears once (standard FMLA).	Appears twice (**4-3** and **4-5**) due to duplicated content in draft.	**Structural duplication—no substantive policy change.**
4-4 Leave Sharing / Donation	Present.	Same.	—

SECTION 5 — GENERAL STANDARDS OF CONDUCT

Policy / Section	2024 Handbook	2025 Draft Handbook	Type of Change
5-3 Use of Social Media	Prohibits posting on blogs or social networking sites during work time or using City equipment. Requires disclaimers when expressing personal opinions on City-related issues. Standard confidentiality and conduct rules apply.	Adds a **new exception** permitting employees to repost **official City social media content** (e.g., job postings, event promotions, awards) during work time or with City equipment. Reinforces confidentiality with added language prohibiting disclosure of information “passed along to be posted to social media.”	**Substantive policy expansion** — introduces a narrow permitted use and strengthens confidentiality linkage.
5-10 Conflict of Interest and Business Ethics	Defines conflicts primarily as financial or relational interests that interfere with City responsibilities. Provides examples focused on business	Significantly **expands the definition** to include conduct or communication that conflicts with the City's mission, values, or public trust; adds expectations regarding transparency and ethics; introduces new examples such as public advocacy for personal	**Major substantive expansion and modernization** of the ethics and conflict-

	relationships, gifts, and secondary employment.	employment advantage, honoraria, and kickbacks. Adds specific reporting requirements and clarifies interactions with elected officials.	of-interest framework.
5-12 Health and Safety	Provides standard workplace safety guidelines.	Content remains the same; section length increases due to formatting and layout changes, not policy revisions.	**No substantive change.**
5-19 Procurement Policy / Credit & Procurement Card Policy	Procurement policy included.	Renamed **"Credit/Procurement Card Policy"** and expanded with additional rules and clarifications for City credit/procurement card use.	**Substantive expansion** of procurement-related requirements.
5-25 Cash Management and Internal Control	Not included.	New section establishing expectations for cash handling, internal controls, segregation of duties, reconciliations, and audit responsibilities.	**Major new policy addition. Previously adopted but not included in the handbook.**

SECTION 6 — EMPLOYMENT POSTERS

Policy / Section	2024 Handbook	2025 Draft Handbook	Type of Change
Posters (Wage, FMLA, OSHA, Polygraph, Title VI)	Present at end of handbook.	Same posters, reformatted.	—

Summary of Major Substantive Changes (2024 → 2025 Draft)
Added Policies
✔ **Pre-Employment Drug & Alcohol Testing**
✔ **Background Check Policy** (FCRA-compliant, EEOC-aligned)
✔ **Employee Fitness Facility Usage Policy**
✔ **Cash Management & Internal Control Policy - previously adopted by Council but not included in the handbook**
Significant Revisions
✔ **Emergency Services Rest Time Rules**
• Adds structured 90-minute paid rest period guidance
• Clarifies operational expectations and shift continuity
✔ **Procurement Policy Expanded and Renamed**
• Now presented as **Credit/Procurement Card Policy**
• Includes additional requirements, restrictions, and safeguards
✔ **Direct Deposit Now Required for All Employees**

• Previously required for most but not all

✔ **HR Administrative Authority Reassigned**

• From **Finance & Employee Services Director**

• To **Assistant City Administrator – Administrative Services Director**

✔ **Social Media Policy Updated**

• Adds a **new permitted-use exception** allowing employees to repost official City content during work hours or with City equipment

• Strengthens confidentiality rules by prohibiting the disclosure of information “passed along to be posted to social media”

• Retains core conduct, disclaimer, and political speech provisions but modernizes platform references

✔ **Conflict of Interest & Business Ethics Policy Significantly Expanded**

• Broadened definition of conflicts to include conduct, communication, and perception-based conflicts tied to City mission, values, and public trust

• Adds new examples addressing honoraria, kickbacks, public advocacy for personal employment advantage, and operational interference

• Establishes **clearer reporting requirements**, including immediate disclosure to the Assistant City Administrator or City Administrator

• Introduces new guidance on interactions with elected officials and explicitly references whistleblower protections.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: This is a discussion item. After review and discussion, adoption would be anticipated on December 15, 2025, agenda.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Handbook updated and approved 12.02.2024
2. Handbook updated and draft 11.19.2025

City of Bondurant Employee Handbook

12/06/2024

ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with the City of Bondurant. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and the Finance & Employee Services Director also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. The City of Bondurant adheres to the policy of employment at will, which permits the City or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No City representative other than The City Council may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate City documents. Employees should check with City to determine which documents are controlling over any statement made in this handbook or by any member of management.

This handbook states only general City guidelines. The City may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and The City Council.

This handbook supersedes all prior handbooks.

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Section 1 - GOVERNING PRINCIPLES OF EMPLOYMENT

1-1. INTRODUCTION

For employees who are commencing employment with City of Bondurant ("City of Bondurant" or "the City"), on behalf of City of Bondurant, let me extend a warm and sincere welcome.

For employees who have been with us, thanks for your past and continued service.

I extend my personal best wishes for success and happiness here at City of Bondurant. We understand that it is our employees who provide the services that our citizens rely upon, and who will enable us to create new opportunities in the years to come. You are a part of a team effort that is committed to providing its best effort on behalf of the citizens for whom we work. It is their tax dollars and fees that pay us and allow us to plan and staff the right people to help meet their needs.

The objectives of the City of Bondurant are to provide you with a competitive work environment, a safe workplace that respects the differences of all its employees, and a work site in which you are pleased to work. If you have any ideas on how to improve services or your job, please let your supervisor know. The City of Bondurant embraces the concept of continual improvement. As the City of Bondurant changes, so do our jobs and our responsibilities to the citizens of the community.

You have this handbook for future reference. The City will notify you of changes in the policy as they are adopted by the Council. If you have questions about certain policies or their interpretation in this handbook, contact the City Administrator or designee to get clarification. The City of Bondurant is committed to having a positive environment with a teamwork approach.

The Mayor and City Council develop policy for the City, and serve as the elected representatives of the community. The City of Bondurant incorporates a multiple-purpose organization consisting of Fire, EMS, Law Enforcement, Public Works (Streets, Utilities and Buildings & Grounds), Library Services, Parks and Recreation, Community Development, and Administrative Services.

Marketa Oliver, City Administrator

1-2. INTRODUCTION TO THE CITY OF BONDURANT

The City of Bondurant was founded in 1884. Bondurant had a low growth rate until the 2000's, with a rapid growth caused by new construction and annexation. At the last US Census 2020, the City of Bondurant was the second fastest growing city in Iowa.

The City exists to provide services to the citizens of the community. The City provides many services. Some are more traditional, such as fire protection, water/sewer services and maintenance of safe and adequate streets. Other services are more recent in origin, such as community planning, maintenance of building standards, and parks and recreational programming. Some services are provided in partnership with public and private partners, such as law enforcement, provided through a contractual arrangement with the Polk County Sheriff's Office and community planning through a partnership with a local engineering firm. Revenues to pay for many of these services derive from levying taxes on the community, primarily property tax. Users provide revenues for other services, such as water and sewer.

All the services the City provides are important to the citizens of the community. The quality of life in Bondurant depends upon the services provided by the City and the quality of the services depends on how well we do our jobs.

The City of Bondurant operates under a Council/Mayor form of government with an appointed City Administrator.

The City Council is the legislative and policymaking body of the City of Bondurant, and consists of five (5) members elected at large for staggered terms. The Council passes ordinances, adopts resolutions, approves a budget submitted by the City Administrator and Finance Director, appoints the City Administrator and the City Attorney and sets policies. The Council also appoints representatives of the statutory boards and commissions.

The Mayor is the chief elected official of Bondurant's government and coordinates activities between the appointed officials and the Council.

The City Administrator is the chief appointed administrative officer of the City. The City Administrator is responsible to the Mayor and Council and has the power or duties for carrying out certain functions.

1-3. ORGANIZATION CHART

1-4. AUTHORITY

Except as otherwise specifically provided, this manual applies to all employees of the City. However, this manual does not apply to elected officials; the City Attorney, members of City boards, commissions and committees or volunteer personnel.

Employees of the City shall be covered by the policies outlined in this Handbook, except for specific exceptions to these policies granted by an individual contract or agreement with the City Council or hiring authority, either in writing or by resolution.

Standard operating procedures of the City of Bondurant may vary somewhat between departments. This is necessary because of various duties and hours required of some departments, and various state and federal regulations that must be followed.

Each Department Head may establish separate policies for the purpose of handling matters applicable to a specific department. Such policies shall not; however, conflict with the policies established by the City and must be approved by the City Administrator.

The City of Bondurant recognizes that the attitude, efficiency and productivity of employees depend in large part upon a pleasant working environment, where equitable treatment and respectful relationships exist. Employees shall be kept informed of policies and procedures, which affect their duties or conditions of employment, and they shall be encouraged to offer suggestions for work improvement. Employees have certain responsibilities to the City. They are expected to work a full day and to do their part in maintaining good working relationships with supervisors and fellow employees and with citizens. Employees are expected to preserve and respect the corporate image of the City. The City's reputation is a valuable corporate asset. Illegal, unethical or inappropriate behavior will not be tolerated. Failure to meet these responsibilities by any employee of the City shall be cause for disciplinary action and ultimately lead to the possibility of dismissal.

This Handbook is <u>not</u> an employment contract. It is intended solely to give employees a short description of the benefits and working conditions of the City. Any representations made by a City official that are contrary to this Handbook shall have no force or effect. The City of Bondurant is an employment-at-will employer. If at any time there should be conflict between a policy in this Handbook and an applicable state or federal statute, or both, the terms of the Agreement or statute will govern. Personnel policies are at the discretion of the City of Bondurant and may be withdrawn, applied, or amended at any time.

1-5. EQUAL EMPLOYMENT OPPORTUNITY

The City of Bondurant is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, or genetic information. This policy extends to all terms, conditions and privileges of employment, as well as the use of all Employer facilities and participation in all Employer-sponsored activities as follows: 1. Recruitment, advertising, and job application procedures; 2. Hiring, promotion, demotion, transfer, layoff, termination, right of return from layoff, and rehiring; 3. Rates of pay or any other form of compensation and changes in compensation; 4.

Job assignments, job classifications, organizational structure, position descriptions, lines of progression, and seniority lists; 5. Leaves of absence, sick leave, or any other leave; 6. Fringe benefits, available by virtue of employment, whether or not administered by the City. 7. Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities and selection for leaves of absence to pursue training; 8. Activities sponsored by a covered entity including social, and recreational programs; and 9. Any other term, condition, or privilege of employment. Harassment, retaliation, coercion, interference, or intimidation of any employee is strictly forbidden and any employee who experiences such behavior should report it immediately to his or her supervisor, Department Head, or the City Administrator., The City of Bondurant's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

The City will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the City's business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact the Finance & Employee Services Director to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The City then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The City will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of The City's decision regarding the request within a reasonable period. The City treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Finance & Employee Services Director. The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Finance & Employee Services Director. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

1-6. NON-HARASSMENT

It is the City of Bondurant's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by the City of Bondurant.

The purpose of this policy is to ensure that no one harasses another individual in the workplace, including while on City premises, while on City business (whether or not on City premises) or while representing the City. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;

10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

Employees are encouraged to express their objection to behaviors that could constitute sexual harassment to the person engaging in the behavior. If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the City Administrator. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact any member of management. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy, such as the Mayor or a member of Council.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the City will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

1-7. DRUG-FREE AND ALCOHOL-FREE WORKPLACE

To help ensure a safe, healthy and productive work environment for our employees and others, to protect City property, and to ensure efficient operations, the City of Bondurant has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the City.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol or open containers of alcohol by an individual anywhere on City premises, while on City business (whether or not on City premises) or while representing the City, is strictly prohibited. Employees and other individuals who work for the City also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner

authorized the employee or individual to report to work. Additionally, the use of alcohol within the prohibited time frame before work ("Safety Sensitive" employees, employees who hold a Commercial Driver's License and employees whose duties include operation of a City vehicle or who carry a firearm) is prohibited. Employees in those circumstances are restricted from reporting to work within four hours after having consumed alcohol, unless expressly permitted by a supervisor. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

Violation of this policy will result in disciplinary action, up to and including discharge.

The City maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any City employee, including themselves.

Employees must notify the City within five (5) calendar days if they are convicted of a criminal drug violation in the workplace. Within ten (10) days of such notification or other actual notice, the City will advise the contracting agency of such conviction.

All employees are hereby advised that full compliance with the foregoing policy shall be a condition of employment at the City.

Any employee who violates the foregoing drug-free workplace policy described above shall be subject to discipline up to and including immediate discharge.

In the discretion of the City, any employee who violates the drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the City's satisfaction in an approved drug assistance or rehabilitation program.

In order to maintain a drug-free workplace, the City has established a drug-free awareness program to educate employees on the dangers of drug abuse in the workplace, our drug-free workplace policy, the availability of any drug-free counseling, rehabilitation and employee assistance programs and the penalties that may be imposed for violations of our drug-free workplace policy. (Such education may include: (1) distribution of our drug-free workplace policy at the employment interview; (2) a discussion of our policy at the new employee orientation session; (3) distribution of a list of approved drug assistance agencies, organizations, and clinics; (4) distribution of published educational materials regarding the dangers of drug abuse; (5) reorientation of all involved employees in cases in which a drug-related accident or incident occurs; (6) inclusion of the policy in employee handbooks and any other personnel policy publications; (7) lectures or training by local drug abuse assistance experts; (8) discussion by the City's safety experts on the hazards associated with drug abuse; and (9) video tape presentations on the hazards of drug abuse.)

1-8. DRUG TESTING

As used in this policy "drug test" means any blood, urine, saliva, breath or skin tissue test conducted for the purpose of detecting the presence of chemical substance in an individual. In the event the city has reason to believe that an employee's faculties are impaired on the job in violation of this policy, the employee shall be required to submit to chemical testing of blood, breath or urine sample.

The test sample withdrawn from the employee shall be analyzed at a laboratory testing facility approved under the rules adopted by the Iowa Department of Public Health, or in the case of alcohol breath testing, the Polk County Sheriff. Should it be necessary to drive to a testing site, the employee is not permitted to drive themselves. To avoid possible injury from driving impaired the employee must be transported for off-site testing by another staff member or the Polk County Sheriff.

Drug testing of employees required to possess a commercial driver's license (CDL) as well as operates fire trucks or ambulances will be conducted in accordance with applicable federal law and the City's Substance Abuse Policy.

If the test results are positive, the employee has the right to request an alternate method of analysis. The second analysis being at the employee's expense. When possible and practical, a second test shall use a portion of the same test sample withdrawn from the employee for use in the first test.

An employee shall be accorded a reasonable opportunity to rebut or explain the results of a blood test. The City may request additional testing to confirm those explanations.

The first time an employee's drug test indicates the presence of alcohol or drugs, the City will provide substance abuse evaluation and treatment if recommended, with the cost apportioned as provided under City's employee benefit plan. No disciplinary action against the employee due to the employee's positive drug test shall be taken. If the employee fails to undergo substance abuse evaluation required or fails to successfully complete substance abuse treatment when recommended, the employee shall be discharged. Any substance abuse evaluation and treatment provided by the City shall take place under a program approved by the Iowa Department of Public Health or accredited by the Joint Commission on Accreditation of Hospitals. An employee must sign a waiver to release the evaluation and or treatment results.

An employee who refuses to sign such release will be subject to immediate discharge.

An employee who refuses to consent to or to submit to testing will be subject to immediate discharge. An employee having a second positive test will also be subject to immediate discharge.

1-9. WORKPLACE VIOLENCE

The City of Bondurant is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to City and personal property.

The City of Bondurant does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, the City of Bondurant specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual.

However, the City of Bondurant does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in City policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any City employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto City premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede the City of Bondurant's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the City determines, after an appropriate good faith investigation, that someone has violated this policy, the City will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the City to be aware of any potential danger in its offices. Indeed, the City wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

1-10. WORK RULES AND DISCIPLINARY ACTION

The City reserves the right to discipline employees as it may be deemed by the Department Head to be necessary and appropriate. Such discipline measures may include:

1. Verbal Counseling - The employee's supervisor may give the employee a verbal warning, a record of which will be placed in the employee's personnel file.
2. Written Reprimand - If unsatisfactory conduct continues, the employee's supervisor may issue a written warning and a possible referral to EAP.

3. Suspension - If sufficient improvement has not been made, the conduct continues or the situation warrants, the employee may be suspended without pay. The maximum number of hours an employee may be suspended without pay is forty (40) hours by the Department Head and eighty (80) hours with the approval of the City Administrator.
4. Demotion - Demotion is permanent removal from one job to a job in a lower classification or a pay decrease. This may occur as a result of a violation of a standard of behavior and a preservation of the City's corporate image that the City expects all employees to observe.
5. Termination - If conduct continues or the severity of the situation warrants, the City may terminate employment.

In the event an investigation is undertaken, an employee may be placed on administrative leave with pay. This does not constitute a disciplinary action, but the investigation may lead to a disciplinary action.

While discipline is normally progressive in nature, each case shall be considered in conjunction with the severity of the offense or conduct and need not follow the progression. Unpaid suspensions of employees who are exempt under the Fair Labor Standards Act shall be for periods of complete workweeks in accordance with the provisions of the act.

1-11. RESIDENCY REQUIREMENT

All employees, except the City Administrator, Public Works Director, and Emergency Services Director will be allowed to reside outside the city limits. Essential employees may have residency restrictions regarding response time radius to the city limits, as determined by the Department Head and City Administrator.

Each employee must meet his or her respective residency requirement within twelve (12) months of his or her appointment to City employment. Should an employee establish residency outside of the required area of residency in violation of this policy, the employee shall be deemed to have voluntarily resigned from employment.

Every employee that is subject to this policy shall maintain an up-to-date current residence address in their employment file.

For the purpose of this policy, "residence" shall mean the actual domicile of the employee where that employee normally eats, sleeps, and maintains the normal personal and household effects necessary for day-to-day living. "Residence" shall not include a place secured solely for the purpose of meeting the requirements of this policy, which is maintained in addition to the employee's actual place of residence outside the designated response requirement.

Any consideration for an exemption of the residency requirement is subject to review by the City Manager and respective Department Head.

1-12. REASONABLE ACCOMMODATIONS & INTERACTIVE DIALOGUE

City of Bondurant is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom City of Bondurant has notice may require such an accommodation, without regard to any protected classifications, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact the Finance & Employee Services Director. Accommodation requests can be made in writing using a form which can be obtained from the Finance & Employee Services Director. If an individual who has requested an accommodation has not received an initial response within five (5) business days, the employee should contact the Finance & Employee Services Director.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, City of Bondurant will engage in an interactive dialogue with the employee.

Even if employee has not formally requested an accommodation, City of Bondurant may initiate an interactive dialogue under certain circumstances, such as when City of Bondurant has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event City of Bondurant initiates an interactive dialogue with an employee, it should not be construed as City of Bondurant's belief an individual requires an accommodation, but will serve as an invitation for the employee to share with City of Bondurant any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, City of Bondurant will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how City of Bondurant may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, City of Bondurant will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. City of Bondurant is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

As part of the interactive dialogue, City of Bondurant reserves the right to request supporting documentation to the maximum extent permitted by applicable law.

City of Bondurant will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

City of Bondurant will not allow any form of retaliation against employees who have requested an accommodation, for whom City of Bondurant has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact the Finance & Employee Services Director.

Section 2 - OPERATIONAL POLICIES

2-1. EMPLOYEE CLASSIFICATIONS

For purposes of this handbook, all City of Bondurant employees fall within one of the classifications below.

Full-Time Employees - Employees who regularly work at least 40 hours per week who were not hired on a short-term basis. Emergency Services Department full-time employees work in two-week blocks where one week is 48 hours and the other is 36 hours. Teams, due to the nature of overnight shifts, work 42 hours per week in both weeks of the two-week cycle.

Part-Time Employees - Employees who regularly work fewer than 40 hours per week who were not hired on a short-term basis.

Short-Term Employees - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term employees generally are not eligible for City benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

2-2. TRIAL PERIOD

The first year of employees' employment is an introductory period. This is an opportunity for the City of Bondurant to evaluate the employee's performance. It also is an opportunity for employees to decide whether they are happy being employed by the City. The City may extend the introductory period if it desires. Completion of the introductory period does not alter the employee's at-will status.

City of Bondurant will conduct a formal performance review at the end of the introductory period.

2-3. YOUR EMPLOYMENT RECORDS

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Employees should keep their personnel file up to date by logging into the Employee Shared Services Portal @

https://ess.tyler-incode.com/bondurantia/Account/LogOn?userIsUnauthorized=False&ReturnUrl=%2Fbondurantia

to make any changes. Employees also should add to the Employee Shared Services profile and record any specialized training or skills they acquire, as well as any changes to any required visas.

Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

2-4. WORKING HOURS AND SCHEDULE

The City of Bondurant normally is open for business from 8 to 4:30, Monday through Friday. Specific departments hours of operation may vary and are set by their Department Head as directed by the Council.

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the City, at some point the City of Bondurant may need to change individual work schedules on either a short-term or long-term basis.

Full-time employees work forty (40) hours per week. Full-time employees receive a thirty (30) minute or one (1) hour meal period as determined by their Department schedule and are paid for thirty (30) minutes of the meal period, provided that a minimum of four hours and fifteen minutes are worked in a day. Employees also receive two, 15-minute unpaid rest periods during each full workday. Employees may have the option to combine rest periods (both paid and unpaid), depending on their schedule as assigned by their supervisor.

Emergency Services employees are excluded from this section as all hours worked are paid, and they are able to take rest and meal periods at the discretion of the department head.

The appropriate department head will establish weekly schedules and rest periods for part-time employees.

Daily and weekly work schedules may be changed at the discretion of the City to meet varying conditions and workload.

Inclement Weather and Worksite Closing

Because the City serves citizens, City offices will typically remain open during regularly scheduled hours. In rare and extreme circumstances, such as severe snowstorm (blizzard conditions as determined by the National Weather Service), or other severe weather conditions, such as a tornado or flooding conditions, it may be necessary to close City offices or there may be city employees who are unable to make it to work. For those events, the following policy will be in effect:

1. An employee will be allowed to charge such an absence, to vacation, sick, or compensatory time provided he/she has the time accumulated. If no paid time is available, the employee may choose to take the time off without pay with supervisor approval.
2. In the event a severe snowstorm or other severe weather conditions should occur the day before or on the day after one of the observed holidays, holiday pay would be paid to all eligible employees, whether or not they worked the day before or the day after the holiday.
3. Employees in departments that serve the public during severe weather related to weather activities, such as snow plowing, are expected to report to work during severe weather conditions.

2-5. REMOTE WORK/TELECOMMUTING

The City of Bondurant may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by the City. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by the City at any time and at the discretion of the City. Employees also may discontinue the arrangement but may not be guaranteed office space at the City's location.

At-Will Employment

This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by the City or employee without notice, cause, or liability.

Hours of Work

Employees will work full time from home. Scheduled hours of work will be set by the employees manager or supervisor. Employees should maintain regular contact with their supervisors and managers.

Nonexempt employees must accurately record all hours worked pursuant to the City's timekeeping system and take rest and meal breaks as if in the City's workplace and as required by law. Nonexempt employees may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or supervisor.

Location

Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any City-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by the City.

Duties

Employees are expected to follow all existing City policies and procedures. The duties, obligations, responsibilities, and conditions of employment with the City remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked and the employee may be subject to discipline up to and including termination. Employees are expected to follow existing City policies with respect to scheduled and unscheduled time off,

including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

Accidents and Injuries

Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on City premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the employees are working will apply. Employees must notify their supervisors or manager immediately and complete all necessary and/or requested documents regarding the reported injury. The City assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

Equipment

Employees agree to use electronic equipment that has been encrypted and meets all of the City's security requirements. If the City provides equipment for home use, employees agree to provide a secure location for City-owned equipment and will not use, or allow others to use, such equipment for purposes other than City business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by the City. The City will bear the expense of removal of any such equipment, linkages, and installations provided by the City upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby release the City from any damage or liability incurred in the installing or removal of the equipment provided by the City.

Return of City Property

All equipment, records, and materials provided by the City will remain City property. Employees agree to return City equipment, records, and materials upon request. All City equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the employees.

Expenses

Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, the City will reimburse employees for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

Confidentiality

Employees agree that they are subject to the City's policies prohibiting the nonbusiness use or dissemination of the City's confidential business information. Employees will take all appropriate steps to safeguard the City's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding the City's confidential information includes all public records identified in Iowa Code Section 22.7, including but not limited to, personnel files, medical records, trade secrets, attorney work product, library records, public health reports, and any other information or document as directed by the City Administrator or law.

Contact

If employees have any questions concerning this policy or would like to apply to work remotely, they should contact their Department Head.

2-6. TIMEKEEPING PROCEDURES

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, by clocking in and out using the City's time clock portal Executime @

https://bondurantia.executime.com/ExecuTime/TimeEntryClockInOut.do

Executime

Regular Fulltime Employees (Excluding Fire/EMS)

Clock In & Out at the Beginning and End of Every Shift

System Setup Basis

General	Public Works
8.5 Hour Day	9 Hour Day
30 Minute Meal Break Paid, Earned After Working 4 Hours and 15 Minutes of the Day	30 Minute Meal Break Paid, Earned After Working 4 Hours and 15 Minutes of the Day
2, 15-Minute Rest Breaks Unpaid	2, 15-Minute and 1, 30-Minute Rest Breaks UnPaid
Paid For 8 Hours Worked	Paid for 8 Hours Worked

- Overtime and/or Comp Time Accrual **Must Be** Preapproved By supervisors
- Vacation, Sick, and Comp Time Taken Do Not Count to Calculate Overtime
- Holiday Hours are Earned in 4, and 8 Hour Increments and Do Count to Calculate Overtime
- Time Worked on a Holiday is Calculated at Overtime Rates
- Comp Time Can Be Requested In Lieu of Overtime and is Earned 1.5 hours for Every 1 H Worked Overtime
- Meal breaks auto-deduct from the timesheet, so no need to clock in/out for regularly schedu meal breaks (except Library Department employees)
- If worked through meal break exclude the auto-deduction and request the appropriate paid br time (except Library Department employees)

Flex Time Hours from One Day to the Next, In the Same Week to Avoid Unauthorized Overtime

Part-time and Seasonal (Excluding Fire/EMS)

Clock In & Out at the Beginning and End of Every Shift

System Setup Basis

Part-time	Seasonal Public Works
As need and Available	9 Hour Day
30 Minute Meal Break Paid, Earned After Working 4 Hours and 15 Minutes of the Day	30 Minute Meal Break Paid, Earned After Working 4 Hours and 15 Minutes of the Day
Upon supervisor Discretion and Unpaid	2, 15-Minute and 1, 30-Minute Rest Breaks UnPaid
Paid For Hours Worked	Paid for 8 Hours Worked

- Overtime and/or Comp Time Accrual **Must Be** Preapproved By supervisors
- Time Worked on a Holiday is Calculated at Overtime Rates
- Comp Time Can Be Requested In Lieu of Overtime and is Earned 1.5 hours for Every 1 Hour Worked Overtime

Flex Time Hours from One Day to the Next, In the Same Week to Avoid Unauthorized Overtime

Regular Fulltime Employees (Fire/EMS)

Clock In & Out at the Beginning and End of Every Shift

System Setup Basis

Fire/EMS
12 Hour Work Day
Breaks Are Taken on the Clock
Paid For 12 Hours Worked

- Overtime and Comp Time Accruals **Must Be** Preapproved By Supervisors (excluding the required 8 hours in the respective week in the rotation)
- Vacation, Sick and Comp Time Do Not Count to Calculate Overtime
- Holiday Hours are Earned in 4 and 8 Hour Increments Depending on the Holiday and Do Count to Calculate Overtime
- Time Worked on a Holiday is Calculated at Overtime Rates
- Comp Time Can Be Requested In Lieu of Overtime and is Earned 1.5 hours for Every 1 Hour Worked Overtime

Shift Schedule:

- The standard shift for full-time Fire/EMS personnel is a **12-hour workday**.
- The schedule follows a **two-week cycle**:

- **Week One:**
    - **Team A** works 48 hours (4 shifts of 12 hours each).
    - **Team B and Team D** work 42 hours (3 shifts of 12 hours each), adjusted due to the split nature of overnight shifts.
    - **Team C** works 36 hours (3 shifts of 12 hours each).
- **Week Two:**
    - **Team A** works 36 hours (3 shifts of 12 hours each).
    - **Team B and Team D** work 42 hours (4 shifts of 12 hours each), adjusted due to the split nature of overnight shifts.
    - **Team C** works 48 hours (4 shifts of 12 hours each).

- **The schedule weeks for each team will switch on the first pay period of each fiscal year** to ensure fairness in the rotation and balance of shifts across all teams.
- Employees may work a **maximum of 16 consecutive hours**. After reaching 16 hours of work, employees are required to take a **mandatory 8-hour break**, which must be **off-duty and away from City property** to ensure rest and safety before starting the next shift, unless they are engaged in an active call at the end of a shift that cannot be avoided. In such cases, the run must be documented, and a report filed with the direct supervisor or schedule coordinator.

Holidays:

- If employees work on designated holidays, they will receive overtime pay, and any holiday hours are included in the calculation of overtime eligibility.
- **Paid holidays** will follow the **true calendar schedule** (observing holidays on the actual calendar date).

Flex Time Hours from One Day to the Next, In the Same Week to Avoid Unauthorized Overtime

Regular Part-time Employees (Fire/EMS)

Clock In & Out at the Beginning and End of Every Shift

System Setup Basis

Fire/EMS
12 Hour Work Day
Breaks Are Taken on the Clock
Paid For 12 Hours Worked

Clocking In and Out:

- Part-time employees are required to **clock in and out** at the beginning and end of every shift using the timekeeping system.

Work Schedule:

- Part-time employees work **as needed and available**, following the 12-hour shifts as assigned, in coordination with the full-time employee schedule.

- Employees may work a **maximum of 16 consecutive hours**. After reaching 16 hours of work, employees are required to take a **mandatory 8-hour break**,which must be **off-duty and off City property** before starting the next shift.

Breaks:

- Breaks are **taken on the clock** and included in the paid time for part-time shifts.

Overtime Calculation:

- Overtime must be **preapproved** by supervisors, with compensation provided at overtime rates for hours worked over **40 hours in a workweek**.
- Time worked on holidays is calculated at **overtime rates**.

Comp Time:

- Comp time can be **requested in lieu of overtime** and will be earned at 1.5 hours for every hour worked in overtime.

Holidays:

- If employees work on designated holidays, they will receive overtime pay, and any holiday hours are included in the calculation of overtime eligibility.
- **Paid holidays** will follow the **true calendar schedule** (observing holidays on the actual calendar date).

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

2-7. OVERTIME

Periodically, overtime work by employees may be necessary to maintain City operations. Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law. An employee can request "Comp Time" in lieu of overtime and earn 1.5 hours for every hour worked of overtime. Holidays shall be counted as work time for purposes of determining overtime. Vacation, sick time, and comp time pay should not be considered hours worked because they do not count toward the calculation of overtime. The maximum compensatory time accumulation is sixty (60) hours. The City may choose to cash out compensatory balances at any time.

Employees may work overtime only with prior management authorization, except for emergencies.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

2-8. TRAVEL TIME FOR NON-EXEMPT EMPLOYEES, AUTHORIZATION AND EXPENSES FOR NON-EXEMPT/EXEMPT EMPLOYEES

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

Out-of-Town Trips for One Day

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

Local Travel

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip to and from home, however, is non-compensable when the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

Commuting Time

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

Travel Authorization and Expense Guidelines

Any travel outside the employee's normal worksite will need pre-authorization from either the Department Head or the City Administrator. Any out-of-state travel needs both the approval of the appropriate Department Head and the City Administrator. Requests for approval should include the date, purpose, location and cost projections for travel.

Officials and employees shall be entitled to reimbursement for expenses which may lawfully be incurred when they are required to make necessary out-of-pocket expenses within or without the City, of a nature beyond those normally associated with the performance of the routine official duties of such individuals, for purposes which principally promote, develop or publicize the City's best interests.

Transportation, lodging, and meals shall be the most reasonable and economical method of travel considering: distance, travel time, number of persons making trip, duration of stay, other commitments and other factors as may be appropriate.?

Expenses for lodging, airfare, auto rental, registration fees shall be supported by a bill, statement, or other evidence of such expenses incurred and attached to the Travel Expense Record/Reimbursement Request submitted by any such official or employee.

Following completion of travel, a Travel Expense Record/Reimbursement Request must be submitted and must be signed by the City Administrator prior to any reimbursement.

Mileage reimbursement shall be based on the current IRS rate in effect when using a privately owned automobile.

Plane reservations must be made at least three weeks prior to traveling in economy class whenever possible. If employee preference requires a different mode of transportation, the City will only incur the expense of the least expensive mode of travel.

Should an employee choose to drive to a meeting/conference venue instead of flying, the employee will be reimbursed for the price of the plane ticket or mileage, whichever is lower. Additionally, an employee choosing to drive will only be granted the time to accomplish the quickest form of travel. Any additional time off will be subtracted from the employee's annual leave bank.

Lodging expenses shall be reasonable and comparable to the average cost of lodging in the area in which the travel is taking place, or as determined by the City Administrator. Whenever an employee travels with family members, the City will incur no more than the single room hotel/motel rate.

Expenses for meals shall be reasonable and comparable to the average cost of the area in which the travel is taking place, or as determined by the City Administrator. Expenses for alcoholic beverages are not eligible for reimbursement and should be paid for on separate tabs of the meal whenever possible.

2-9. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is the City of Bondurant's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for the City of Bondurant. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- Full-day absences for personal reasons;
- Full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- Full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- The first or last week of employment in the event the employee works less than a full week; and
- Any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability;
- An absence because the City has decided to close a facility on a scheduled work day;
- Absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact the Finance& Employee Services Director or any other supervisor in the City of Bondurant with whom the employee feels comfortable.

2-10. YOUR PAYCHECK

Employees will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, the City of Bondurant is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of the Finance & Employee Services Director immediately so the City can resolve the matter amicably.

2-11. DIRECT DEPOSIT

The City of Bondurant requires most employees to use direct deposit. Direct Deposit updates can be made using the Employee Shared Services portal @

https://ess.tyler-incode.com/bondurantia/Account/LogOn?userIsUnauthorized=False&ReturnUrl=%2Fbondurantia

Pay stub will be emailed to employees

2-12. SALARY ADVANCES

The City of Bondurant does not permit advances on paychecks or against accrued paid time off.

2-13. PERFORMANCE REVIEW

Depending on the employee's position and classification, the City of Bondurant endeavors to review performance annually. Typical procedures include the employee submitting a self review prior to the evaluation. A positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the City encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

2-14. RECORD RETENTION

The City of Bondurant acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the City and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the City Administrator to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the City that may have an impact on record retention protocols.

2-15. JOB POSTINGS

To the extent required by law, whenever possible, when a position becomes available, a notice of such an opening will be posted for at least ten calendar days before the deadline for filling the position. The notice will contain the position title, a brief job description, and minimum hiring specifications.

City of Bondurant is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. For current employees to be eligible consideration for an open position, the employees must meet the following requirements:

- Maintain a performance rating of satisfactory or above;
- Not be on conduct/performance-related probation or warning;
- Meet the job qualifications listed on the job posting; and
- Provide their current manager with notice prior to applying for the position.

If employees find a position of interest on the job posting website and they meet the eligibility requirements, the application instruction on the posting must be completed in order to be considered for the position.

Any honorably discharged veteran, as defined in Chapter 35C of the Code of Iowa, shall be entitled to preference in appointment, employment and promotion over other applicants of no greater qualifications.

2-16. REDUCTION AND RECALLS IN WORKFORCE

If it becomes necessary in the City's judgment to reduce the number of employees, layoffs will be made by the City based upon the needs of the City, in its sole discretion. The City is not required to take into consideration factors such as on the basis of status, qualifications, length of service and performance evaluations, but on skills and professional attributes needed by the organization. Employees on layoff are not eligible for holidays, vacation, sick leave, or city group insurance programs. City paid medical insurance coverage terminates at the end of the calendar month or as established by the current health insurance plan. However, employees may continue coverage at their own expense (See Continuation of Health Coverage).

An employee must return to work within three workdays of the notification to report to work, or his/her

employment will be terminated, unless other arrangements are made with the department head. Employment of employees who are not called back to work within six months will be terminated.

2-17. PRE-EMPLOYMENT AND CONTINUING EMPLOYMENT PHYSICALS

Prospective eligible employees may be required to submit to a pre-employment physical examination by a qualified physician designated by the City. This examination must be completed after a conditional offer of employment is made but prior to the start of employment. The expense of the physical will be borne by the City.

The City may, from time to time, require certain employees to undergo a medical examination to demonstrate their ability to continue employment. The expense of the physical will be borne by the City. Any employee refusing to submit to an examination when requested shall be deemed to have voluntarily resigned from City employment.

2-18. ARTIFICIAL INTELLIGENCE

The City recognizes that the use of AI tools can potentially assist employees with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all employees who wish to use AI tools must receive management approval and, if granted, comply with the below best practices.

Evaluation of AI tools. Employees must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Employees should also review the reputation of the tool developer and any third-party services used by the tool. But most importantly, employees **must** receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.

Protection of confidential data. In using any AI tool, employees must not upload or share any confidential, proprietary, or protected data without prior written approval from the immediate manager. This includes data related to customers, employees, or partners. Similarly, employees must ensure any AI tool does not utilize confidential or copyrighted information of a third party.

Access control. Employees must not give access to any AI tools approved for business use to anyone outside the company without prior approval from the immediate manager and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.

Compliance with security policies. Employees must apply the same security best practices we use for all company and customer data. This includes using strong passwords, keeping software up-to-date, and following the City's data retention and disposal policies.

2-19. OPEN DOOR POLICY

All employees have the opportunity to express ideas and opinions to management. The City believes that open communication is essential to a successful work environment, as well as to the City's success. All employees may express ideas and opinions directly to City management. Employees who would like to bring an idea or suggestion to the City's attention, or just simply wishes to discuss

an issue not covered by a separate reporting procedure, are always welcome to send an email or make a call to Human Resources.

Section 3 - BENEFITS

3-1. BENEFITS OVERVIEW

In addition to good working conditions and competitive pay, it is the City of Bondurant's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs the City of Bondurant provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Finance & Employee Services Director. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, the City of Bondurant (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the City intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have general questions regarding benefits, they should contact the Finance & Employee Services Director. To make changes, file for benefits, COBRA, or find forms, contact Becca Corbett at BCorbett@holmesmurphy.com, 515-381-7449

For coverage questions, Vicky McCoy at vmccoy@ebs-tpa.com, 319-758-8476 or Margie Baxter at mbacter@ebs-tpa.com, 319-758-8459

3-2. PAID HOLIDAYS

Full-time employees will be paid for the following holidays:

New Year's Eve Close @12pm

New Year's Day

President's Day

Martin Luther King, Jr. Day

Memorial Day

Independence Day

Labor Day

Veterans' Day

Thanksgiving Day

Day after Thanksgiving

Additional Christmas Holiday Close @ 12pm

Christmas Eve

Christmas Day

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of over-time for the actual time they work that day.

Part-time employees who do not work on a holiday listed above will not receive "holiday pay."

Part-time employees who work on a holiday will receive pay at a rate of overtime for hours worked on the holiday.

If a holiday falls within an eligible employee's approved vacation, sick, jury duty, or bereavement period, the eligible employee will be paid for the holiday (at the regular straight-time rate) rather the vacation or sick day.

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday. However, employees whose normal schedule includes weekends will observe the actual holiday.

To be eligible the employee must actually work, or be on approved leave, the last scheduled workday before and the first scheduled workday after the holiday. If you are absent due to illness on the day before or after a holiday, you must present proof of illness satisfactory to the City in order to be eligible for holiday pay

3-3. PAID VACATIONS

The City of Bondurant appreciates how hard employees work and recognizes the importance of providing time for rest and relaxation. The City of Bondurant fully encourages employees to get this rest by taking vacation time.

Full-time employees are eligible for paid vacation based upon their anniversary dates of hire according to the following schedule. Department Heads receive the vacation accruals as listed below, plus five (5) days, however, no employee will accrue more than 25 days.

Length of Continuous Service	Vacation
One (1) year	10 Days (6.67 Hours Monthly)
Five (5) years	15 Days (10 Hours Monthly)
Ten (10) years	20 Days (13.33 Hours Monthly)
Twenty (20) years	25 Days (16.67 Hours Monthly)

Part-time employees are eligible for vacation pay of five (5) days, earned at 3.33 hours per month.

Terms

Vacation becomes available on the first day of the month after it has accrued. It accrues monthly on the second pay period cycle. Every effort will be made to grant employees' vacation preference, consistent with operating schedules. However, if too many people request the same period of time off, the City reserves the right to choose who may take vacation during that period. The decision will be based on the City's needs for operation. Vacation requests must be submitted to managers at least two (2) weeks in advance of the requested vacation dates.

Carryover

Vacation becomes available on the first day of the month after it has accrued. Employees may not accrue vacation time in excess of an amount equal to 150% of the employee's annual eligibility.

Vacation Pay upon Termination

If your employment with the City is terminated for any reason during your first year of service, no vacation is due upon termination. If your employment is terminated voluntarily (not for cause) after your first year of service, you will be paid for unused earned vacation up to the amount equal to 150% of the employee's annual eligibility. If an employee fails to give management a written two (2) week notices (10 business days), all earned vacation time will be forfeited. Pay out rate (up to the maximum vacation allowed to be accrued under this paragraph) is at the employee's current rate of pay. Vacation cannot be taken during a two (2) week notice period.

Accrual of Vacation during Unpaid Leaves

Vacation will not accrue during unpaid leaves of absence.

3-4. SICK DAYS

Full-time employees are eligible to receive up to twelve (12) paid sick days each year, one (1) per month. Part-time employees are eligible to receive up to six (6) paid sick days each year, one half day (.5) per month. Sick leave does not accrue during any unpaid leave of absence.

Use of Sick Leave

If the employees will be out of work due to illness, they must call in and notify their supervisor as early as possible, but at least by one (1) hour to the start of the workday. If the employees call in sick for three (3) or more consecutive days, they may be required to provide their supervisor with a doctor's note on the day they return to work. An approved medical release may be required before the employee returns to work. A Department Head may order sick leave in the event that he/she has

determined that an employee has exhibited an inability to safely perform his/her duties. The Department Head may require an evaluation prior to the employee's return to work.

Sick days may be used to care for a family member's (including civil union partners') illness or for any other reason required by applicable state or local law. An eligible employee may use sick leave benefits for an absence due to his/her own illness or injury, or that of a birth/foster child, parent or in-law, spouse, grandchild, grandparent or step-family of the employee

Holidays During Sick Leave

If a holiday falls while an employee is on a paid sick leave day, they will be paid holiday pay, if eligible, and the day will not be deducted from accumulated sick leave.

Carryover

Sick Leave becomes available on the first day of the month after it has accrued. Employees may not accrue Sick Leave in excess of an amount equal to 1200 hours.

Conversion of Sick Leave upon Retirement

Upon retirement, the employee will be paid for 50% of their remaining accumulated sick time hours, up to a hundred fifty (150) days as twelve hundred (1200) hours. Retirement is determined by an employee's eligibility for retirement benefits and a minimum of 7 years employed with the City. Employee must give management at least two (2) weeks notice, ten business days, prior to retirement to be eligible for payout. Termination of employment, other than retirement, for any reason is not eligible for sick leave payout.

Abuse of Sick Leave

Abuse of the sick leave benefit will not be allowed. Verifiable uses where sickness or injury requires time away from work are to be expected. If sick leave appears to be abused, the employer may require the employee to submit competent proof of the necessity for such absence. If an employee misses several days over a twelve (12) month period, one (1) day at a time, then an attendance problem may exist. As a general rule of practice, excessive use of the benefit will be considered if an employee has six (6) or more occurrences, (unrelated to a chronic, documented illness) of absence using the sick leave benefit within a given twelve (12) month period. Should this situation take place, a counseling session will be scheduled to investigate the reason for the absences. Following the counseling session, a documentation of discussion will be drafted summarizing the conversation and identifying steps to be taken to reduce the number of absences in the future. Abuse of sick leave privileges will constitute grounds for disciplinary action up to and including termination.

3-5. LACTATION ACCOMMODATIONS

The City of Bondurant will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The City will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable. The City may not be able to provide additional break time if doing so would seriously

disrupt the City's operations, subject to applicable law. Please consult the Finance & Employee Services Director with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

3-6. WORKERS' COMPENSATION

On-the-job injuries are covered by the City of Bondurant's Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow the City procedures may affect the ability of employees to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

Steps to take when an issue arises for workers' compensation

1. If the injury is life-threatening, call 911 and seek medical attention immediately.

2. Employees must notify management immediately

3. Call Company Nurse Injury Hotline (888-770-0928) with supervisor present (Group Code IA056).

4. Company Nurse will gather information and help assess proper treatment. Failure to adhere to the evaluator's recommendation could result in disciplinary actions.

5. If the employee needs to be seen by a doctor, the following facilities are designated. In these cases the employees should be transported by a staff member using a City vehicle.

   a. Ankeny Unitypoint Urgent Care - 3625 North Ankeny Blvd, Ste F

   b. Concentra - 2100 Dixon St, Ste E, Des Moines

   c. Iowa Methodist Occupational Medicine - Ankeny - 1810 SW Birch Cl, Ste 111

   d. Mercy Hospital Emergency - 1111 6th Ave, Des Moines

   e. Iowa Methodist Medical Center - 1200 Pleasant St, Des Moines

6. Let Company Nurse know which facility the employee will be going to. They will fax a case notice to the facility, so they know the employee is on their way.

7. Any paperwork received at the facility should be shared with management.

8. Worker's compensation benefits start three days after the facility initial visit.

3-7. JURY DUTY

The City of Bondurant realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the City during such week.

3-8. BEREAVEMENT LEAVE

The death of a family member is a time when employees wish to be with their families. If the employee is full-time and loses a close relative, the employee will be allowed paid time off of up to 4 workdays to assist in attending to obligations and commitments. Obligations and commitments include attendance at memorial services. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, sibling, grandparent, grandchild, in-law versions of the previously listed, and any other relative living in the same household as the employee or any other relation required by applicable law. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, the City of Bondurant may require verification of death. Once an employee has exhausted the bereavement benefit, they may use an additional 3 days of sick leave for obligations and commitments, including attendance at memorial services.

3-9. VOTING LEAVE

In accordance with state and federal voting rights laws, you are allowed to have a block of three continuous hours in which to exercise your right to vote. If your work hours, on a day that the polls are open would not normally allow you to vote, you must make a request in writing, to your supervisor, prior to voting day, for time off to vote. Your supervisor will advise you of the time that you may be off to vote. The City's scheduled workday normally allows an employee the required time to vote either prior to or following his/her work on that day. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

3-10. INSURANCE PROGRAMS

Full-time employees may participate in the City of Bondurant's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

When Coverage Begins

Coverage for eligible employees is effective on the first day of the month following employment. The insurance program, coverage and eligibility will be subject to all terms and conditions of the contract with the insurance carrier selected by the City. Details of the plan are explained in the City group health insurance plan booklet. If you do not elect plan coverage for your dependents within five (5) days of employment, you may do so at a later date subject to the requirements and conditions of the insurance carrier. Please see the Plan booklet for details on enrolling your eligible dependents.

When Coverage Ends

Insurance coverage terminates on the last day of the month following termination or as established by the current health insurance plan. Please review the policy set forth in this handbook regarding continuing health insurance benefits after termination of employment

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact the Finance & Employee Services Director with any further questions.

Coverage Types

The city offers the following benefits to it's full time employees. Offerings may change at any time at the discretion of the City of Bondurant.

1. Health Insurance and Prescription Drug coverage: The City pays for the full cost of the employee's coverage and approximately 80% for dependent's cost. The employee is responsible for approximately 20% of dependent coverage cost and employee's share will be auto-deducted from pay bi-weekly (24 periods a year). The City is a member of an insurance consortium and self funds a portion of the deductible.

2. Flexible Spending Account: The City affords its full time employees the ability to contribute amounts from their paycheck towards Health and/or Dependent Care up to the IRS limits. The city does not contribute to these plans and employee contributions will be auto-deducted from pay bi-weekly (24 periods a year).

3. Dental Insurance: The City pays for the full cost of the employee's coverage and approximately 80% for dependent's cost. The employee is responsible for approximately 20% of dependent coverage cost and employee's share will be auto-deducted from pay bi-weekly (24 periods a year).

4. Vision Insurance: The City pays for the full cost of the employee's coverage and approximately 80% for dependent's cost. The employee is responsible for approximately 20% of dependent coverage cost and employee's share will be auto-deducted from pay bi-weekly (24 periods a year).

5. Basic Life and AD&D: The City provides at no cost to the employee a flat benefit amount of

$50,000.

6. Voluntary Life By-up: The City affords its full time employees the ability to contribute amounts from their paycheck towards an additional life insurance plan. Coverage amounts are available for spouses and dependents. The city does not contribute to these plans and employee contributions will be auto-deducted from pay bi-weekly (24 periods a year).

Full-time employees are eligible to participate in the Short and Long-Term Disability plan, subject to all terms and conditions of the agreement between City of Bondurant and the insurance carrier. This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

7. Short Term Disability: The City pays for a supplementary benefit that covers 60% of weekly salary, up to $100 in the case of short term disability of the employee. The maximum benefit is 13 weeks, at no cost to the employee.

8. Long Term Disability: The City pays for a supplementary benefit that covers 60% of monthly salary, up to $6,000 in the case of long term disability of the employee.

Open enrollment for all coverage is available annually and life-changing events qualify for changes mid-year to coverage. For greater details about coverage and plans contact the City's insurance Client Service Consultant, Joan Nagel 515-974-5933, jnagel@holmesmurphy.com or the Finance Director.

3-11. EMPLOYEE ASSISTANCE PROGRAM

City of Bondurant provides the Employee Assistance Program, which offers qualified counselors to help employees cope with personal problems they may be facing, as well as many other resources. Further details can be obtained through Human Resources.

3-12. DEFERRED COMPENSATION (457 B) PLAN

Eligible employees who are Full-time are able to participate in the City of Bondurant's deferred compensation plan. For 457(b) plans, contributions to 457(b) plans are subject to Social Security tax at the time they are deferred from the employee's pay. The City of Bondurant does not make contributions to the plan.

Upon becoming eligible to participate in this plan, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the Finance & Employee Services Director if there are any further questions.

3-13. WELLNESS & MORAL PROGRAM

Wellness

The City of Bondurant is dedicated to promoting good health and overall wellness to all City employees. Healthy employees can result in long-term lower health care and lower Workers'

Compensation costs and improved overall productivity. Interested employees can become members of a Wellness Committee. Wellness benefits are available to employees (full-time and regular part-time), elected officials, and family members.

The City may from time to time sponsor activities, which are aimed at improving the overall physical and mental health and wellness of its employees. These activities may be provided at the discretion of the City Administrator and/or any employee committees so established for that purpose. Examples of such activities include but are not limited to: flu shots, dissemination of information, periodic presentations by wellness specialists, group activities, sponsorships of special programs, supplies, etc.

Flu Shots

Employees and elected officials can receive a flu shot free of charge. Family members covered by the City's insurance can also receive a flu shot free for charge.

Tobacco Cessation

While the City encourages all employees to avoid the use of tobacco products, we realize that this can be a difficult and expensive process. In order to help employees cover the costs associated with quitting, the City offers employees a cost-sharing program where the City pays up to $10 per month for up to 6 months per calendar year for the use of prescription or over the counter products that assist in tobacco use cessation.

Live Healthy Iowa

Employees wishing to participate in the Live Healthy Iowa Challenge Bondurant team will receive a free registration.

Special Programming

From time to time, the Wellness Committee will coordinate special programming, such as nutritional education; exercise classes; etc. This programming could be open to all city employees, including paid on call employees, depending on the program.

Wellness Benefits

The City recognizes that the organization is harmed when city employees report to work when ill. Therefore, the City offers sick leave as outlined in the Personnel Policy Handbook in order to promote wellness. Additionally, the City recognizes the value and importance of relaxation and that taking a physical as well as mental break from work promotes wellness and productivity. To that end, the City offers vacation and holidays as outlined in the Personnel Policy Handbook.

Health Screenings

Employees are offered occasional health screenings as part of the wellness program.

Morale

The following guidelines are approved by the Bondurant City Council for the purpose of purchasing flowers and supplies for events.

The City may purchase sustenance supplies for their departments, including plates, cups, utensils, napkins, coffee, tea, water, filters, sweeteners deemed necessary by the department head and

bearing the necessity of providing supplies for events, meetings or other activities directly associated with City business activities and events.

The City also may schedule and fund one annual Employee Recognition Event within budgeted guidelines.

As part of the Morale Policy, full and part-time regular permanent employees at the City of Bondurant will be eligible to receive a holiday turkey, contingent upon budget approval in the regular budget process. It's essential to highlight that this provision may be subject to discontinuation at any time, at the discretion of City management. This initiative is designed to enhance morale, foster a sense of community during the holiday season, and is aligned with our commitment to financial prudence and flexibility.

The City may send flowers, a plant, or some other type of physical memorial for the employees or family members of employees, elected officials, appointed officials or former City of Bondurant associates in a similar role who are suffering illness or a family death in the immediate family. Immediate family is designated in personnel policy handbooks, and the gift shall be for a one-time purchase per event. The maximum expenditures shall not exceed fifty dollars ($50) including delivery charges for either event, unless extenuating circumstances occur which are specifically approved by the City Administrator. Each department head is responsible for their department. The City Administrator may approve for others as deemed appropriate.

3-14. IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The Iowa Public Employees' Retirement System (IPERS) is a *defined benefit plan* and has a " *qualified plan*" status under Federal Internal Revenue Code § 401(a). The principal purpose of IPERS is to provide an adequate retirement plan for public employees. Contributions are made to IPERS for an employee's public service by both the member and employer. Employees are required to contribute to IPERS through payroll deductions. An employee's position or job classification determines the contribution rate applied to the member's covered wage.

To create a profile account, designate beneficiaries, find forms, estimate your pension, and more follow the link below.

https://member.ipers.org/prd/app?service=external/MemberPages:MemberLogin

3-15. BENEFITS TERMINATION

Upon notice of resignation, termination, or retirement being received by the department director, applicable information regarding continuation of insurance coverage, benefits payout, IPERS benefit or refund, final check, and other information can be forwarded to the employee. The Finance & Employee Services Director can provide information to terminating employees, answer questions, and assist employees; however, it is the employee's responsibility to complete and mail all forms to the applicable agency.

3-16. PROFESSIONAL DEVELOPMENT: TRAINING, CERTIFICATIONS, AND MEMBERSHIPS

The purpose of this policy is to provide employees with professional development opportunities that increase their skills and enhance their contributions to the organization. An employee's work performance is vital to the success of our organization. Providing professional development to our employees is an investment in their careers and our organization's future. Employees are encouraged to continue their formal education through participation in educational programs offered during off-duty/non-working hours. Employees may be eligible to pursue professional development and networking opportunities during duty/working hours of employment, as determined by their department head or the City Administrator. This policy applies to all City employees. The City encourages employees to enhance their knowledge and skills and to network with other professionals. The City recognizes that for development purposes, employees may need to attend training seminars or workshops conducted off-site or join professional associations that will enable them to remain abreast of best practices in their respective fields. This policy is subject to annual budgets established for external training and memberships. This is to assist in performing the essential job functions and increase contribution to the organization.

The City may use any resources available including outside consultants including internal subject matter experts to provide training needs. Department Directors should work to ensure employees are provided the opportunity to receive additional training, certifications and memberships relevant to their current position or a position directly recruited for by the City. Employees and department heads should collaborate to build a continuous professional development culture. It's an employee's responsibility to seek new learning opportunities. It's a department head's responsibility to coach their staff and identify employee development needs.

Training: Training is defined as any work-related program, seminar, conference, convention, course or workshop attended by an employee whose expenses are funded by the City while the employee is in a paid status with the City.

Certification: Certifications indicate competency of a set of standards and must be renewed with continuing education. Certifications also show the employee has the specific knowledge or skills needed to perform a job. Typically, an employee earns these credentials after they have completed their education or continued training.

Memberships: Membership requires a City staff member to belong to an organization or association that is job related. Membership comes with fees or dues paid by the City on behalf of a City program or individual employee to be a member thereof.

Professional development expenses may be paid directly or reimbursed by the City, as dictated by the budget and at the discretion of the City Administrator for the following:

A. Professional exams and exam preparation courses

B. Certificate programs and credentials

C. Courses offered by an accredited institution, including e-learning

D. Workshops, seminars, and conferences

E. Membership in professional organizations

F. Magazine and professional journal subscriptions

All employee development efforts should respect cost and time limitations, as well as individual and departmental needs. Leaves of absence without pay for educational purposes may be granted, at the discretion of the department director and approved by the City Administrator or governing body.

Training & Meetings:

City-sponsored training and meetings relating directly to the workplace should generally be arranged during regularly scheduled work hours. A department director may change the standard work hours to accommodate attendance at these training activities and meetings. Such training shall be recorded as time worked within the meaning of this policy. Attendance at non-mandatory training must be preapproved by your department head.

The department heads and the City Administrator will conduct a training needs assessment as needed. Training programs should be relevant to personal and/or job interests as well as provide the opportunity to interact with peers.

Certifications:

The City may require certifications for applicable positions within the organization for regulatory purposes or as required by law. The employee must maintain the required certifications as part of the terms and conditions of employment. The City may approve professional certification programs for positions within the organization at the discretion of the department head and City Administrator.

Memberships:

Employees may request direct payment or reimbursement for membership dues from a professional association. The association selected must have a direct relationship to the job the employee performs and be approved by the department head.

Professional journals, publications, or magazine subscriptions:

If employees want subscriptions to professional journals, publications, or magazines, they should make a request to their department head.

Section 4 - LEAVES OF ABSENCE

4-1. PERSONAL LEAVE

If employees are ineligible for any other leave of absence, the City of Bondurant, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days, or sick days. The City of Bondurant will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the City in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

Upon completion of the personal leave of absence, the City will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the City will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Short-Term Disability Leave of Absence benefits provided through City-sponsored insurance.

4-2. MILITARY LEAVE

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive a military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave. The first 30 calendar days of military leave each calendar year shall be without loss of regular pay. The employee shall submit a copy of their orders to the City Clerk's office. The dates indicated on the orders will be the basis for counting towards the 30 days, regardless of the number of days scheduled to work. The City will continue and pay for health/dental coverage for employees called to active military duty for a period of up to 12 months, with the employee maintaining voluntary deductions.

Eligible employees required to attend yearly Reserves or National Guard duty are entitled to apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that the City of Bondurant can maintain proper coverage while employees are away.

4-3. FAMILY AND MEDICAL LEAVE

Employees are entitled to an unpaid leave of absence of up to twelve (12) weeks for in accordance with the Family and Medical Leave Act. The City of Bondurant may require verification of disability. Timely notice of leave is required. Leave runs concurrently with any other leave provided by the City. Employees may use accrued time off for this purpose. For forms and question refer to the Finance Director.

4-4. LEAVE SHARING/DONATION POLICY

Policy Statement

The City of Bondurant recognizes that employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available sick/vacation time. To address this need, all eligible employees will be allowed to donate sick/vacation time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility

Employees who donate sick/vacation time must be employed with the City for a minimum of one year.

Guidelines

Employees who would like to make a request to receive donated sick/vacation time from their co-workers must have a situation that meets the following criteria;

1. Family Health Related Emergency - Critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. For purposes of this Policy, immediate family member is defined as a spouse, domestic partner, child, parent or other relationship in which the employee is the legal guardian or sole caretaker.

2. Other Personal Crisis - A personal crisis of a severe nature that directly impacts the employee. This may include a natural disaster impacting the employee's residence such as a fire or severe storm.

Employees who donate sick/vacation time from their unused balance must adhere to the following requirements:

1. Donation Minimum - Four (4) hours.

2. Donation Maximum - Forty (40) hours or no more than 50% of your current balance,

whichever is less.

Employees who donate time must have sufficient time in their balance and will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Employees can not borrow against future sick/vacation time to donate.

Employees who receive donated sick/vacation time may receive no more than 160 hours (4 weeks) within a rolling 12 month period.

Employees who are currently on an approved leave of absence can not donate sick/vacation time.

Procedure

Employees who would wish to donate sick/vacation time to a coworker must complete a Donation of Sick/Vacation Time Request Form.

All forms should be returned to the City Administrator.

Donated time will be given/received on an hour for hour basis.

Approval

Requests to donate sick/vacation time must be approved by the City Administrator. Donation requests which are denied may be appealed to the City Council.

Sick/vacation time donated that is in excess of the time off needed will be returned to the donor. When multiple donors share leave with an employee in excess of the time off needed, returns of time will be based on the percentage of the overall donation allocated by the donor.

Section 5 - GENERAL STANDARDS OF CONDUCT

5-1. PUNCTUALITY AND ATTENDANCE

Employees are hired to perform important functions at the City of Bondurant. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify supervisors as early as possible, but no later than one (1) hour prior to the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the City.

5-2. USE OF COMMUNICATIONS AND COMPUTER SYSTEMS

The City of Bondurant's communication and computer systems are intended primarily for business purposes; however limited personal usage will not normally lead to discipline if it does not hinder performance of job duties or violate any other City policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the City of Bondurant systems.

The City of Bondurant may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the City deems it appropriate to do so. The reasons for which the City may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that City operations continue appropriately during the employee's absence.

Further, the City of Bondurant may review Internet usage to ensure that such use with City property, or communications sent via the Internet with City property, are appropriate. The reasons for which the City may review employees' use of the Internet with City property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that City operations continue appropriately during the employee's absence.

The City may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The City's policies prohibiting harassment, in their entirety, apply to the use of City's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the City's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

5-3. USE OF SOCIAL MEDIA

The City of Bondurant respects the right of any employee to maintain a personal blog, web page, or to create a personal account on a social network, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect City interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with City equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the City and also expresses either a political opinion or an opinion regarding the City's actions that could pose an actual or potential conflict of interest with the City, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the City's position.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

5-4. PERSONAL AND COMPANY-PROVIDED PORTABLE COMMUNICATION DEVICES

City of Bondurant-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the City's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a City-provided or personal device, employees must comply with applicable City guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a City-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, City information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of City information. This is the only way currently possible to ensure that all City information is removed from the device at the time of termination. The removal of City information is crucial to ensure compliance with the City's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a City-issued device, the City's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on City business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees should refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

5-5. INSPECTIONS

The City of Bondurant reserves the right to require employees while on City property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on City or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, purses, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the City or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

5-6. SMOKING

Smoking, including the use of e-cigarettes and chewing tobacco, is prohibited on City premises and in all City vehicles.

5-7. SOLICITATION AND DISTRIBUTION

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing their work tasks for City of Bondurant. Solicitation of any kind by non-employees on City premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the City is prohibited at all times. Distribution of literature by non-employees on City premises is prohibited at all times.

5-8. BULLETIN BOARDS AND EMPLOYEE SHARED SERVICES

Important notices and items of general interest are continually posted on City of Bondurant bulletin boards and Employee Shared Services

https://ess.tyler-incode.com/bondurantia/Account/LogOn?userIsUnauthorized=False&ReturnUrl=%2Fbondurantia.
Employees should make it a practice to review bulletin boards frequently. This will assist employees in keeping up with what is current at City of Bondurant. To avoid confusion, employees should not post or remove any material from the bulletin board.

5-9. CONFIDENTIAL COMPANY INFORMATION

During the course of work, employees may become aware of confidential information about the City of Bondurant's business, including but not limited to information regarding City finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. Employees also may become aware of similar confidential information belonging to the City's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to the City of Bondurant's competitors or general public. Any employee who improperly copies, removes (whether physically or

electronically), uses or discloses confidential information to anyone outside of the City may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5-10. CONFLICT OF INTEREST AND BUSINESS ETHICS

It is the City of Bondurant's policy that all employees avoid any conflict between their personal interests and those of the City. The purpose of this policy is to ensure that the City's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the City.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the City, by any employee who is in a position to directly or indirectly influence either the City's decision to do business, or the terms upon which business would be done with such organization;
2. Holding any interest in an organization that competes with the City;
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the City or which competes with the City; and/or
4. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the City.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value, as long as such a gift does not violate applicable law or City policy.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the City.

5-11. USE OF FACILITIES, EQUIPMENT AND PROPERTY, INCLUDING INTELLECTUAL PROPERTY

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the City's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the City is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

5-12. HEALTH AND SAFETY

The health and safety of employees and others on City property are of critical concern to the City of Bondurant. The City intends to comply with all health and safety laws applicable to our business. To this end, the City must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the City's premises, or in a product, facility, piece of equipment, process, or business practice for which the City is responsible should be brought to the attention of management immediately.

Periodically, the City may issue rules and guidelines governing workplace safety and health. The City may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines as strict compliance will be expected. Additionally, employees are required to participate and support all facility and work site audits, accident investigation activities,and review accident reports and recommend corrective actions.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident. Anytime an employee is involved in an accident with a city vehicle which involves private property, where there is damage or not, the Sheriff's Department should be called immediately and a report shall accompany an investigation form. If an investigation determines an employee has contributed to the cause if incident by failure to obey laws, department or safety rules and regulations, disciplinary action may result. The Department Head shall provide a written response to any recommendations by a safety committee or an investigator that outlines corrective actions taken by the department.

Employer Investigation Reports are available at www.imwca.org/claims/pages/forms.aspx

Safety Reprimands

Should employees not follow documented safety rules/procedures, the employees will be subject to disciplinary actions up to and including termination. supervisors should make every effort to ensure employees are following safe work practices. The City has developed a progressive disciplinary policy that applies to the safety and heath program, as well as other aspect or this organization as follows. supervisors may issue verbal warnings to employees that commit minor infractions or violations of the safety rule or practice. Continued violations or verbal warnings will lead to more stringent action. supervisors will issue written warnings when an employee repeats minor violations or engages in single serious violations of a rule or practice that could have potentially resulted in

injury to themselves, another employee, or property. Should a supervisor believe that either of the two prior examples that qualify for a written warning rise to a more egregious level, they may recommend to the City Administrator disciplinary leave or termination.

Any employee that experiences two or more accidents or workers compensation claims in a five-year period will be provided with a Personal Safety Action Plan by his/her supervisor.

Management and Department Head Safety Responsibilities

Management is responsible for providing a place of employment that is free from recognized hazards that could result in injuries or accidents. Since it is impossible for managers to personally observe all employee activities, management must rely on and assure that all supervisors and employees are trained and aware of their safety responsibilities. Other safety responsibilities for managers include:

1. Provide leadership and direction concerning safety activities.
2. Participate actively in the continuous evaluation of the safety program.
3. Set goals concerning safety performance within your department.
4. Review losses for potential trends on a regular basis.
5. Enforce all safety rules.
6. Participate in facility and work site audits.
7. Participate and support all accident investigation activities.
8. Review accident reports and recommend corrective actions.

Supervisor's Safety Responsibilities

Safety is as much a part of the supervisor's responsibility as is getting the job done efficiently. Among the important safety responsibilities of each and every supervisor are:

1. Familiarize yourself with and enforce the safety rules and regulations that have been established by applicable local, state and federal organizations. These regulations are intended to set minimum standards for safety and the contents of the regulations should be enforced as minimum safety requirements for all activities on City of Bondurant's worksites and facilities.
2. Correct all reported hazards. Operating under known hazardous conditions will not be tolerated.
3. Do not permit new or inexperienced employees under your supervision to work with power tools, machinery or complex equipment without proper instruction and training.
4. Give adequate instructions. Do not assume that an employee knows how to do a job unless you personally have knowledge that the person can perform the task correctly.
5. Ensure tools, equipment and machinery being used in the workplace is in proper working condition. Do not allow the use of unsafe tools or equipment under any circumstances.
6. Ensure that proper personal protective equipment is available and used by employees when necessary or required.
7. Always set a good example in safety, such as wearing the proper safety equipment (safety glasses, hard hats, etc.), following policies/procedures, using seat belts, etc.
8. Consistently enforce the requirements of the organization's safety program and any associated rules or policies.

9. Ensure that all employees have access to a copy of the organization's safety program.
10. Encourage safety suggestions from employees under your supervision.
11. Obtain prompt first aid for injured employees.
12. Participate in accident or incident investigations involving your employees.
13. Conduct audits of all work areas and facilities on a regular basis in an effort to improve housekeeping, eliminate unsafe conditions and encourage safe work practices.

Employee Safety Responsibilities

All employees carry a certain amount of responsibility in any safety program. You must be aware that your actions, mental state, physical condition, and attitude directly affect the safety of yourself and your fellow employees. All employees are expected to:

1. Know your job, follow instructions, and think before you act.
2. Use protective equipment (eye protection, hard hats, gloves, etc.), as the job requires.
3. Work according to good safety practices as posted, instructed, and/or discussed.
4. Refrain from any unsafe act that might endanger yourself or your fellow workers.
5. Use all safety devices provided for your protection.
6. Report any unsafe situation or act to your supervisor immediately.
7. Assume responsibility for thoughtless or deliberate acts that may cause injury to yourself or your fellow workers.
8. Abide by all policies, procedures, rules, etc. associated with City of Bondurant's Safety Program
9. Never operate equipment that you are unfamiliar with or not trained to use. Also, equipment that is defective or in need of repair shall not be used and must be reported to your supervisor.
10. Report all accidents/incidents to your supervisor as soon as they occur. Failure to report any injury or incident may be cause for disciplinary action.

Safety Committees

A safety committee currently consists of all department heads and as the City grows, should be composed of five to seven employees representing each department or division and recognized for their good work, are safety conscious and have familiarity with the overall work area and equipment.

Employees from all work areas are currently present when safety topics are discussed and when incident reviews are conducted. The committees has the following responsibilities:

1. Review accident/injury investigation reports from all departments to see if corrective measures need to be implemented.
2. Ensure that quarterly inspections are conducted in each department's work areas, tools and equipment to identify safety hazards and recommend ways to correct hazards.
3. Coordinate the development of safety rules and safe work methods.
4. Coordinate safety training between departments when possible. This may include films, speakers and exhibits.
5. Report the activities of the committee by sending a copy of their meeting minutes to all departments for posting where all department employees have an opportunity to review them.

Medical Emergency Procedures

The following actions should be taken in the event of a medical emergency:

1. Call **911**.
2. Make sure site is safe before providing assistance. **Do not attempt rescue alone!**
3. Provide assistance to injured person.
4. Notify Name of Safety Committee Chair or designee at telephone number.

Each building will have emergency contacts and telephone numbers posted in a conspicuous manner.

Incident Reporting and Company Nurse

As a City of Bondurant of the Iowa Municipalities Workers' Compensation Association, City of Bondurant's employees are required to report all potential work-related injuries using Company Nurse. Reporting claims through Company Nurse provides employee's access to 24-hour, 7 days a week claims reporting and medical recommendations (triage) from a registered nurse. This report replaces the *First Report of Injury Form*.

To report a claim through Company Nurse, call 1-888-770-0928 and use group code: IMWCA. Employees that fail to report injuries to Company Nurse within 24 hours may be subject to discipline.

Injury and Incident Reporting and Investigation

Many incidents and injuries occurring in the workplace or that involve equipment and property are preventable. In order to prevent future incidents and injuries, it is necessary to immediately review the circumstances surrounding each incident. Once the primary cause for the incident has been established, action shall be taken to prevent recurrence. An Accident/Injury Investigation Form has been developed to facilitate the investigation. The assigned investigator shall complete this form and a copy will be forwarded to the department head and safety committee as applicable for the following incidences:

1. Any work-related accident resulting in an employee needing medical attention.
2. Any work-related accident resulting in damage to property or equipment.

Anytime an employee is involved in an accident with a city/county vehicle which involves private property, whether there is damage or not, the Police/Sheriff's Department should be called immediately. If the Police/Sheriff's Department is called on an incident, the police report shall accompany the *Investigation Form*.

If the investigation determines an employee has contributed to the cause of an incident by failure to obey laws, department or safety rules and regulations, disciplinary action may result.

The department head shall provide a written response to any recommendations by the safety committee or the investigator that outlines corrective actions taken by the department.

Copies of all incident reports and corrective actions shall be kept on file with a copy of the OSHA 300 log for the year that the incident occurred in.

Employer Investigation Report available at www.imwca.org/Claims/pages/Forms.aspx

Training and Orientation

The department head or their designee will provide ongoing safety training in the following areas as the need arises:

- New equipment purchases.
- New/changes in operations.
- Identified areas of increased incidents and injury.
- Newly identified areas of exposure.
- Annual refresher training required for each program.

Documentation of Safety Training

Documentation from any training courses attended by employees, supervisors or managers will be kept for recordkeeping purposes. Documentation associated with safety meetings and training will be kept in the City Finance Director's office. Employees who do not attend regularly scheduled safety meetings or training activities will be identified and scheduled to attend make-up training. Documentation will be noted for employees that attend make-up training.

New Employee Safety Orientation

Department heads or their designee will provide an orientation to all new employees to address the hazards of their position. This will include a review of all safety rules, policies/procedures, equipment, etc., that are applicable to the new employee's area of assignment. The new employees will be given an opportunity to ask any relevant questions that may pertain to their assigned duties. Documentation of the safety orientation training for each new employee will be maintained in the City Finance Director's office

Hiring Practices

Safety starts with the proper hiring practices to ensure that the person being hired for a position is physically and technically capable of safely performing the task(s).

It is the policy of City of Bondurant that new employees may undergo a pre-placement physical. If necessary, the employee will be directed to the City of Bondurant's designated medical provider. The physician performing the physical shall present an opinion as to the employee's ability to perform the task. The costs of the physical shall be paid by the city.

Job Descriptions

It shall be the responsibility of the department head or their designee to provide a copy of the applicable job description to the physician conducting a pre-placement physical for each new employee undergoing a physical. Each department head shall be responsible for periodically updating all job descriptions within their department to ensure they adequately reflect the requirements of the job.

Medical Services

Designated Physician Policy

The City of Bondurant has designated the following facilities as its workers' compensation authorized treating healthcare provider as provided by law under Chapter 85.39 of the *Code of Iowa*. Employees with a work-related illness or injury will be required to have their initial evaluation with this healthcare

provider. If appropriate, and with prior approval from IMWCA, thephysician/clinic may make referrals to other specialists.

Type	Name	Address	City
Non-ER	Concentra	2100 Dixon St., Suite E	Des Moines
ER	Mercy Medical Center	1111 6th Avenue	Des Moines
ER	Iowa Methodist	1200 Pleasant	Des Moines
Non-ER	Unity Point Occ Health and Wellness	1810 SW White Birch Circle	Ankeny
Non-ER	Unity Point Urgent Care	3625 North Ankeny Boulevard	Ankeny

If an employee decides to go to another provider without the referral from the authorized treating physician/clinic, the employee will be responsible for all expenses related to those visits. No workers' compensation benefits may be claimed unless seen by the authorized treating physician/clinic.

First Aid

Any injury may be treated by the supervisor or other available personnel in accordance with their individual abilities and the severity of the injury. Each department supervisor or a designee will receive American Red Cross first aid training.

Medical treatment is mandatory for any of the following:

- Severe chest pains
- Traumatic injuries (head injury or severe cut)
- Loss of consciousness or severe dizziness

At least one first aid kit shall be maintained in each occupied building. In addition, a first aid kit shall be located in each vehicle, authorized by medical personnel. It is recommended that kits be inspected on a regular basis, replacing used, missing, soiled, damaged or outdated items. Make sure all employees are advised of the location of the first aid kits. Oral medications such as aspirin, antacids, or salt tablets are not to be provided in these kits.

An eye wash station suitable for quick drenching or flushing of the eyes and body shall be provided within the work area for immediate use if employees are exposed to harmful materials.

Return-to-Work Program

PURPOSE: It is the purpose of this program to provide guidelines for employees injured on the job who are unable to return to his/her regular job classification upon returning to work.

Objectives:

To return employees who are injured on the job to work as soon as possible when there is not a risk of harm to themselves and others.

To minimize financial hardship and emotional stress to the employee who has sustained a work-related injury.

To assist employees in returning to work at a level as close as practicable to his/her pre- injury earnings and productivity.

To retain qualified and experienced employees.

To reduce the cost of disability benefit programs.

POLICY

It is the policy of the City of Bondurant to provide modified or alternate work for employees injured on the job, who are unable to temporarily or permanently return to his/her regular job classifications. Regular modified and alternate work will be provided as available in compliance with the Americans with Disabilities Act (ADA) and Iowa Workers' Compensation Act.

The City of Bondurant will make reasonable accommodations to a disability unless the accommodations would impose an undue hardship on the employer. The disabled employee must be able to perform the essential functions of the job with or without reasonable accommodation. The feasibility of reasonable accommodations shall be determined on a case-by-case basis taking into consideration the employee, the specific physical or mental impairment, the essential functions of the job, the work environment, and the ability to provide accommodations.

Temporary Alternate Duty (TAD):

TAD is defined as modified duties or hours assigned to a worker injured on the job, when the physician indicates they can return to work but who are not yet physically capable of handling the entire job duties normally assigned, and his/her work-related injury has not reached maximum medical improvement.

The purpose of TAD is to provide temporary work, within medical restrictions, for employees injured on the job. TAD may be available with medical prognosis indicating that the employees are expected to return to full duty following a course of medical treatment.

If an alternate duty position is available, employees must be provided with TAD as soon as medically feasible. TAD should be consistent with the employee's physical/mental abilities.

Employees in TAD capacity will continue to receive the salary and benefits of his/her job classification. These will be proportionately adjusted in the case of part-time work. Status of TAD assignment should be reviewed after each medical appointment, normally every 7 to 14 days. TAD will not normally exceed three months.

TAD Procedures:

The City of Bondurant City Administrator or Workers' Compensation Designee:

1. Informs physician about the TAD program.
2. Informs employee about the TAD program.
3. Informs workers' compensation claims examiner of employee's availability to the TAD program.
4. Obtains information regarding medical condition of employee from physician(s).

Department Representative and/or Employee's supervisor, along with Workers' Compensation Designee:

1. Develops work assignments on a case-by-case basis, if available, depending on medical restrictions.
2. Develops appropriate TAD assignments, and monitors on-going medical and work adjustment.

   May meet with injured employees to review TAD status.

3.

Employee:

1. Reviews and signs Return to Work Program Statement of Acknowledgment.
2. When the physician has determined that Maximum Medical Improvement has been reached and the employee is able to perform the essential job duties of his/her job with or without reasonable accommodations, the employee shall return to the job classification and duties held prior to the work injury.
3. When the physician has determined that Maximum Medical Improvement has been reached, and the employee is unable to perform the essential job duties of his/her job with or without reasonable accommodations, the employee will be assigned to a Ninety (90) Day Modified Duty Assignment.
4. An employee assigned to a Modified Duty Assignment will report to in his/her regular department. The employee shall be assigned to do whatever work he/she is able to do, under the restrictions that the physician has placed on the employee.
5. An employee placed on Ninety (90) Day Modified Duty Assignment shall continue to receive the salary and benefits of his/her job classification.
6. During the ninety (90) day period, employees on Modified Duty Assignment will be encouraged and afforded opportunities to bid on or apply for other jobs for which they are able to perform the essential functions of the job.
7. The Human Resources Department will provide notices of available jobs to each employee on Modified Duty Assignments.
8. At the conclusion of their ninety (90) day Modified Duty Assignment period, employees who have been unsuccessful in obtaining other jobs for which they are qualified and for which they are able to perform the essential functions, shall be laid off. Laid off employees shall be afforded all rights and benefits included in applicable collective bargaining contracts and/or personnel policies in effect at the time of the layoff

?Permanent Restriction Resulting From Personal Injury/Illness:

1. Employees who are off work due to personal injuries or illnesses may be required to complete functional capacity examinations before they can return to his/her former jobs. The cost of such examination will be paid for by the employer.
2. When an employee's personal injury or illness has reached maximum medical improvement and there are restrictions that prohibit the employee from performing the essential functions of the employee's job, The City of Bondurant will return the employee to work in his/her former job if the restrictions can be reasonably accommodated.
3. If the permanent restrictions resulting from an employee's personal injury or illness prohibit the employee from performing his/her job's essential functions with or without reasonable accommodation, the employee shall be laid off. Laid off employees shall be afforded all rights and benefits included in applicable collective bargaining contracts and/or personnel policies in effect at the time of the layoff.
4. While the employee is laid off and eligible for recall to his/her former job, the Human Resources Department will provide the employee available job notices.
5. The City of Bondurant will assist employees laid off as a result of permanent restrictions to apply for permanent disability from Social Security and IPERS when it is appropriate.

Responsibilities of the Employee:

1. The laid off employee is responsible for notifying the Human Resources Department of any changes to his/her current mailing address. Job vacancy notices will be mailed to the last address shown on the City of Bondurant records.
2. To determine the appropriateness of the job assignment, the employee who is unable to return to work without restriction is responsible for keeping his Department Head (or the Department Head's designee) informed of the status of the employee's medical condition.
3. If the employee rejects any assignment which is compatible with given medical restrictions, the employee shall not be compensated by City of Bondurant or the City of Bondurant workers' compensation carrier with temporary, partial, temporary total or healing period benefits during the period of refusal (*Code of Io*wa, Section 85.33).
4. The employee assumes responsibility for contacting the Human Resources Department to apply for available jobs.

Outside Contractors

In hiring short term contractors, the City of Bondurant will require the contractors to submit proof of their safety programs and successful safety training. Before a contractor commences work in a City of Bondurant workplace, the project coordinator and/or supervisor who controls the work area will be responsible for informing all outside contractors of the elements of all safety programs of the city that affect the project.

Contractors who fail to follow safety program requirements will be asked to leave the premises. Contractors with an insufficient program will not be allowed to begin work until their program meets or exceeds the requirements of this program.

Disciplinary Policy

Each employee is required to comprehend and abide by the contents of City of Bondurant Safety Program.

Safety reprimands

Should employees be observed not following documented safety rules/procedures, the Employee will be subject to discipline up to and including discharge. supervisors should make every effort to ensure employees are following safe work practices.

The City of Bondurant has developed a progressive disciplinary policy that applies to the safety and health program, as well as other aspects, of this organization. The disciplinary policy is a tool to ensure enforcement of the rules and procedures for a safe and healthful working environment. The disciplinary policy applies to all employees of City of Bondurant.

Verbal warnings

supervisors may issue verbal warnings to employees that commit minor infractions or violations of the safety rules or safe work practices. Continued violations or verbal warnings will lead to more stringent action.

Written warnings

supervisors may issue written warnings for the following:

1. Repeated minor violations of safety rules or procedures.
2. Single serious violations of a rule or procedure that could have potentially resulted in injury to themselves or another employee or could have caused property damage.
3. Activities that could potentially result in injury or property damage.

Disciplinary leave

supervisors may recommend and management may institute disciplinary leave for the above reasons and the following:

1. A single serious violation of a rule or procedure that results in an injury to themselves, another employee or causes property damage.
2. Repeated violations or non-conformance to safety rules/procedures.

Termination

supervisors and management may recommend or carry out termination of any employee for repeated serious violations of the above circumstances.

Documentation

The supervisor will maintain records of disciplinary action. Violations of City of Bondurant rules, regulations or procedures will be documented by filling out an Employee Reprimand Report on the employee. The report will state the type of violation and corrective action(s) taken. The employee must read and sign the report acknowledging that they understand the seriousness of the violation.

Department Self-Inspection Checklists

Since the success of any safety program depends on identifying hazards and taking immediate corrective action, quarterly department self-inspections are required. Each department shall develop its own checklist to assist in the inspections. The completed checklist should be submitted to the safety committee and reviewed at the monthly safety committee meetings.

Reporting Unsafe Acts/Unsafe Conditions

All employees are encouraged and required to immediately report any unsafe acts or unsafe condition

1. Stop work immediately and secure the location or lockout unsafe equipment.
2. Inform immediate supervisor of problem.
3. Complete *Unsafe Conditions Report*.

Personal Protective Equipment

The City will also Personal Protective Equipment (PPE) to employees as appropriate. The Department Head/Employee supervisor is responsible for hazard assessment required for this program. Upon completion of the assessment, the program administrator will select and purchase the needed equipment. The supervisor will then ensure employees are trained on the proper fit, usage and maintenance of the required PPE. The supervisor is also charged with an annual review

of the program. Employees shall be trained in PPE usage guidelines, including:

1. What PPE is necessary for each situation encountered in the workplace,
2. How to properly adjust, put on, wear and remove PPE,
3. Limitations of the specific PPE provided by the employer, and
4. Proper maintenance, useful life and disposal of PPE.

General Safety Rules

1. Each employee will be required to comprehend and abide by the contents of this safety program.
2. All accidents, no matter how minor, shall be reported immediately to the supervisor.
3. All hazardous conditions, actions and/or practices shall be reported to the supervisor.
4. Work areas, including the inside and outside of vehicles and buildings, shall be kept clean and orderly at all times.
5. Employees are only to operate equipment/tools that they are trained and authorized to operate.
6. Smoking is prohibited in areas where there is a danger to equipment, materials, coworkers or buildings, or where "No Smoking" signs are posted.
7. Employees must use all safety devices and personal protective equipment provided for their protection.
8. Employees shall wear clothing and shoes suitable for the particular work they are doing.
9. Employees must use assisted lifting devices or obtain assistance from a coworker when lifting heavy objects.
10. Guards are never to be removed except when authorized to make repairs or adjustments. Replace guard immediately upon completion of work.
11. The use of drugs and alcohol during working hours is prohibited. Any employee reporting for work under the influence of alcohol or controlled substances is subject to disciplinary action.
12. Any employee taking prescription drugs or over-the-counter drugs that could impair assigned work shall report this fact to the supervisor as required by the Alcohol and Controlled Substances Policy.
13. Employees shall not engage in practical jokes or horseplay that could result in injury to themselves, others or cause property damage.

Specific Safety Programs and Procedures

Employees will be trained on specific programs and procedures in their departments that may include the following:

1. Personal Protective Equipment
2. Respiratory Protection
3. Hearing Conservation
4. Lockout/Tagout
5. Confined Spaces Entry
6. Hazardous Communications
7. Blood-Borne Exposure Control Plan

Eye and face protection

Suitable eye protectors (safety glasses, goggles, face shields, wire mesh masks, etc.) must be provided where there is potential for injury to the eyes or face from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, body fluids, potentially injurious light radiation or a combination of these. To read the standard go to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9778.

Respiratory Protection

Devices such as dust masks, canister respirators, self-contained breathing apparatus or other such apparatus must be provided to employees that are exposed to harmful dust, fogs, fumes, mists, gases, smoke, sprays, or vapors. Persons working in oxygen deficient or oxygen enhanced atmospheres must also be protected.

Persons using the devices must be fit-tested to the device, tested to see if they are physically able to use the devices, and trained in the use and care of the devices. To read the standard go to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=12716.

Head Protection

Employees working in a location where there is danger of being struck in the head by falling objects or other dangers from above such as electrical hazards must wear head protection. To read the standard go to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9785.

Foot Protection

Persons must have foot and leg protection if their feet are subject to crushing foot injury. The feet must also be protected from puncture by sharp objects, molten metal, hot surfaces, wet and slippery surfaces. This also requires leg protection for persons using chainsaws and other devices that could cause injury to legs. To read the standard for to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9786.

Electrical Protective Equipment

Persons involved in power generating or power distribution construction and maintenance must be protected from shock, electrocution and burn hazards. Appropriate clothing and PPE will be provided based on exposure Gloves, sleeves and fiberglass tools will be inspected by a qualified person. To read the standard go to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9787.

Hand Protection

Workers hands and arms must be protected from cuts, burns, chemicals, bodily fluids and other recognized hazards. Proper hand wear must be selected for the task. Material safety data sheets specify the type of hand wear needed for handling various chemicals. To read the standard go to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9788.

Occupational Noise Exposure - Hearing Conservation

The noise level of the workplace must be measured to determine if hearing protection is required. Hearing protection must be provided for persons exposed to noise levels exceeding limits set forth in 1910.95.

Employees must be tested for hearing capacity to establish a base line for use when succeeding tests are made. The employer must furnish ear protection that will diminish the noise to acceptable levels. Foam earplugs, ear "muffs", or other suitable method may be used to reduce noise exposure when no other way to reduce the noise level is possible.

Employees' hearing must be tested annually and compared to the base line test to see if the hearing conservation program is effective. If the tests reveal further hearing loss, the employer must make every effort to further reduce the noise level exposure to the employee. To read the standard go to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9735.

Water hazards

A U.S. Coast Guard approved life jacket or buoyant work vest is required when there is danger of falling into water at the work site. For emergency rescue operations, boats and ring buoys with at least 90 feet of line are required when working over or on water.

Visibility issues

Class 2 Hi Visibility clothing is required when working in or near the road right-of-way and exposed to traffic hazards. Class 3 Hi Visibility clothing with reflective material designed for high nighttime visibility is recommended for nighttime or low light conditions.

Personal wear items

The employer must furnish all PPE, except personal wear items. Personal wear items worn frequently or daily, such as safety toed footwear or prescription safety glasses are usually purchased by the employee, though the employer may choose to share the cost. Specialized footwear such as steel toed hip boots or other items used infrequently should be furnished by the employer.

Personal wear items should be replaced on a timely basis, e.g., yearly, every second year or whenever the item is damaged as a result of work activity. For example, an employee inspecting on an asphalt-paving project has safety toe shoes ruined by the tack oil and hot mix. This would be abnormal wear and the cost should be born by the employer. These situations should be judged on a case by case basis.

5-13. HIRING RELATIVES/EMPLOYEE RELATIONSHIPS

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the City of Bondurant may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the City. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The City generally will attempt to identify other available positions, but if no alternate position is available, the City retains the right to decide

which employee will remain with the City.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

5-14. EMPLOYEE DRESS AND PERSONAL APPEARANCE

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their department head for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well groomed and wearing the proper attire.

5-15. PUBLICITY/STATEMENTS TO THE MEDIA

All media inquiries regarding the position of the City as to any issues must be referred to the City Administrator. Only the City Administrator is authorized to make or approve public statements on behalf of the City. No employees, unless specifically designated by the City Administrator, are authorized to make those statements on behalf of the City. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the City must first obtain approval from the City Administrator.

5-16. OPERATION OF VEHICLES

All employees authorized to drive City-owned or leased vehicles or personal vehicles in conducting City business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on City property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

All employees operating official vehicles, equipment, and personal rental cars on official business and other occupants use seatbelts and shoulder restraints.

Employees operating on and off-road equipment with a Rollover Protective Structure (ROPS) shall use seatbelts when operating the equipment.

Employees are also prohibited from riding in or on parts of a vehicle not designed for human occupancy. This includes but is not limited to pick-up and truck boxes, fenders, steps, and bumpers. This also applies to trailers, ATV dump boxes and lift buckets.

City-owned or leased vehicles may be used only as authorized by management.

Portable Communication Device Use While Driving

Please refer to previous policy section 5-4.

5-17. EXIT INTERVIEWS

Employees who resign are requested to participate in an exit interview with the Department Head, if possible.

5-18. CODE OF ETHICS AND BEHAVIORAL CONDUCT

Build Trust and Credibility

The success of the City of Bondurant is dependent on the trust and confidence earned from employees, citizens and stakeholders. The city gains credibility by adhering to commitments, displaying honesty and integrity and reaching goals solely through honorable conduct. It is easy to *say* what must be done, but the proof is in *actions*.

When considering any action, it is wise to ask: Will this build trust and credibility for the City? Will it help create a working environment in which the City can succeed over the long term? Is the commitment being made one that can be followed through with? The only way to maximize trust and credibility is by answering "yes" to those questions and by working every day to build trust and credibility.

Respect for the Individual

Everyone deserves to work in an environment where they are treated with dignity and respect. The City of Bondurant is committed to creating such an environment because it brings out the full potential in everyone, which, in turn, contributes directly to success.

All City of Bondurant employees are also expected to support an inclusive workplace by adhering to the following conduct standards:

- Treat others with dignity and respect at all times.
- Address and report inappropriate behavior and comments that are discriminatory, harassing, abusive, offensive or unwelcome.
- Foster teamwork and employee participation, encouraging the representation of different employee perspectives.
- Seek out insights from employees with different experiences, perspectives and backgrounds.
- Avoid slang or idioms that might not translate across cultures.
- Support flexible work arrangements for co-workers with different needs, abilities and/or obligations.
- Confront the decisions or behaviors of others that are based on conscious or unconscious biases.
- Be open-minded and listen when given constructive feedback regarding others' perception of your conduct.

Create a Culture of Open and Honest Communication

At the City of Bondurant everyone should feel comfortable to speak his or her mind, particularly with respect to ethics concerns. Management has a responsibility to create an open and supportive environment where employees feel comfortable raising such questions. Everyone benefits

tremendously when employees exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right times.

5-19. PROCUREMENT POLICY

PURPOSE

The purpose of this procurement policy is to ensure that sound business judgement is utilized in all procurement transactions and that supplies, equipment, construction and services are obtained efficiently and economically and in compliance with applicable federal and state law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition. These procedures will ensure that all solicitations incorporate clear and accurate descriptions of the technical requirements for the goods or services being procured. Chapter 26 and Chapter 73 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply. Additionally, the purpose of this policy is to ensure that the City of Bondurant complies with Code of Federal Regulations, 2 CFR Section 200.113 that requires reporting of violations of federal criminal law involving fraud, bribery, or gratuity potentially affecting a federal grant. Finally, this policy is intended to ensure the efficient, fair, and professional administration of federal grant funds in compliance with 2 CFR Part 200.112 and other applicable federal and state standards, regulations, and laws.

APPLICATION

This policy applies to the procurement of all supplies, equipment, and construction and services of and for the City of Bondurant that include any federal program funding. In regard to any such federal programs, all procurement will be done in accordance with 2 CFR Part 200. Chapter 26 and Chapter 73 of the Iowa Code will be followed on all applicable purchases. All other appropriate sections of the Iowa Code shall also apply. When federal requirements conflict with local or state requirements, the federal requirement, or most restrictive requirement will be followed.

REPORTING

The City of Bondurant departments and/or employees are required to disclose, in writing and in a timely manner, all violations of federal criminal law involving fraud, bribery, or gratuity potentially affecting a federal award. This requirement applies to violations involving the City of Bondurant, its employees, and any sub-recipients of a federal grant. If a City of Bondurant department or employee learns of a violation of federal criminal law involving fraud, bribery, or gratuity potentially affecting a federal grant, the department or employee must report the violation to the City of Bondurant Auditor or Finance Director. Reportable violations include not only those violations concerning the City of Bondurant or its employees, but also include violations relating to sub-recipients of award monies. The City of Bondurant Auditor and Finance Director are responsible for reporting the violation to the relevant federal agency in writing and in a timely manner.

CONFLICT OF INTEREST

This Code of Conduct applies to all officers, employees, or agents of the City of Bondurant engaged in an award or administration of contracts supported by federal grant funds or any other public funds. No officer, employee, or agent of the City of Bondurant shall participate in the selection, award, or administration of a contract supported by federal grant funds or any other public funds, if a conflict of interest, real or apparent, is involved. Such a conflict would arise when any of the following has a

financial or other interest in the firm selected for award.

i. The employee, officer, or agent;
ii. Any member of his/her immediate family;
iii. His/her partner; or
iv. An organization which employs, or is about to employ any of the above.

The City of Bondurant officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or subcontractors. To the extent permitted by federal, state, or local laws or regulations, violation of these standards may cause penalties, sanctions, or other disciplinary actions to be taken against the City of Bondurant's officers, employees, or agents.

METHODS OF PROCUREMENT

Procurement under federal grants or any other public funds shall be made by one of the following methods, as described herein: (a) micro-purchases; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals:

A. Micro-Purchase Procedures

i. The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold - $15,000.
ii. To the extent practicable, we must distribute micro-purchases equitably among qualified suppliers.
iii. May be awarded without soliciting competitive quotations if the City of Bondurant considers the price to be reasonable.

B. Small Purchase Procedures

i. Are those relatively simple and informal procurement methods for securing services, supplies, or other property that does not cost more than the simplified acquisition threshold - $250,000.
ii. Price or rate quotations are to be obtained from an "adequate number" of qualified sources.

C. Sealed Bidding (formal advertising)

i. Lowest priced, responsive, responsible, bidder WINS.
ii. The preferred method for construction when sealed bidding is "feasible", which is when certain conditions are present.
iii. Bids must be solicited from an "adequate number of known suppliers", providing them with sufficient response time before the date for the opening of bids.
iv. Bids will be opened at the time and place prescribed in the invitation for bids.
v. Must publicly advertise the invitation for bids.
vi. Bids must be opened publicly.

D. Competitive Proposals

Used when conditions are not appropriate for the use of sealed bids.

i.
ii. The appropriate method when more than one source is expected to submit an offer and either a fixed-price or cost-reimbursement type contract is awarded.
iii. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with ***price*** and other factors considered.
iv. Requests for proposals ***must be publicized*** and identify all evaluation factors and their relative importance.
v. Proposals must be solicited from an adequate number of qualified sources.
vi. Must have written method for conducting technical evaluations of the proposals received and for selection of the contract.

E. Noncompetitive Proposals

i. Procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

    a. **One Source**: the item is available only from a single source.
    b. **Exigency/Emergency**: an exigency or emergency will not permit a delay resulting from competitive solicitation.
    c. **Awarding Agency Approval:** the federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the City of Bondurant.
    d. **Inadequate Competition**: after the solicitation of a number of sources, competition is determined inadequate.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
3. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
4. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
5. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5).

CONTRACT PRICING

1. The cost plus a percentage of cost and percentage of construction cost method of contracting

shall not be used.

2. The City of Bondurant shall perform some form of cost/price analysis for every procurement action, including contract modifications, amendments, or change orders. The City of Bondurant shall make an independent estimate prior to receiving a bid or proposal.
3. The City of Bondurant shall negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. In determining a fair and reasonable profit, the City of Bondurant must consider the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance and the industry profit rates in the surrounding geographical area.

PROCUREMENT RECORDS

A. The City of Bondurant shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
B. The City of Bondurant must make available, upon request of a federal awarding agency or pass-through entity, technical specifications on proposed procurements where the federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition.
C. The City of Bondurant must make available upon request, for a federal awarding agency or pass-through entity preprocurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

    i. The City of Bondurant's procurement procedures or operation fails to comply with the procurement standards in this part;
    ii. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
    iii. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
    iv. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
    v. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold; OR
    vi. The City of Bondurant is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this Part.

D. The City of Bondurant may request that its procurement system be reviewed by a federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
E. The City of Bondurant may self-certify its procurement system. Such self-certification must not limit a federal awarding agency's right to survey the system. Under a self-certification procedure, a federal awarding agency may rely on written assurances from City of Bondurant that it is complying with these standards. The City of Bondurant must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and

have its system available for review.

AWARDED CONTRACTS

When the contract is funded by a federal awarding agency or pass-through entity

A. The City of Bondurant will not award a contract to a party listed as debarred, suspended, or otherwise excluded in the System for Award Management (SAM). www.sam.gov .
B. Contracts awarded shall contain the applicable contract provisions described in 2 CFR 200.326 and Appendix II to Part 200.
C. The City of Bondurant will maintain written standards of conduct covering conflicts of interest and must provide for disciplinary action to be applied for violations of such standards as defined in 2 CFR 200.318 (c) (1).

MICROPURCHASING POLICY IN DETAIL

General Practices

A. Whenever possible, purchases shall be requested to allow for ample time for processing and delivering the order.
B. Supplies shall be of a quality to suit the intended purpose at the least expense.
C. Every purchase must have a source document such as a receipt, invoice, or order confirmation.
D. All purchases will be initialed and coded to an expense line by the appropriate Department Head or authorized individual on the source document.
E. Every effort shall be made to purchase supplies and services from vendors who have businesses within the City of Bondurant/metro area. Exceptions to this policy may include:

i. When supplies or services are not available from local vendors or the prices of local vendors exceed the prices of vendors located outside the corporate limits.
ii. When supplies or services are available locally but have to be ordered or scheduled, requiring inordinate delay in the department's work, project or activity.
iii. In emergency situations when local businesses are closed or personnel are outside the City.

Department Heads and Authorized Individuals

The department head of the requesting department must first approve any request for purchase with source documents. The department head may appoint an individual in writing within the department to maintain inventories and prepare requests for the department. Notification of such an appointment shall be made to the Finance Director and/or the City Administrator. With respect to this policy, the Finance Director may act on behalf of the City Administrator in his/her absence.

City Administrator

Any order over the amount of $5,000 once approved by the department head or authorized individual and reviewed by the Finance Director, shall be forwarded to the City Administrator for approval. The City Administrator may approve up to $5,000 for unbudgeted items, and up to $15,000 for budgeted items. Any item over these amounts will

go before the City Council.

Finance Director

The Finance Director will ensure that, for accounting purposes, necessary records are kept and made available for reference.

City Council

City Council approval will be necessary for applicable purchases over $15,000.

Petty Cash

Petty cash may be used to make purchases of under 50.00. Approval is required by the department head and must be signed out from the petty cash custodian. A receipt is required for all petty cash purchases. The City Finance Director's Office must authorize any increases or decreases to a department's petty cash. The petty cash drawer, under no circumstances, is to be used for one's own personal use. Starting cash drawer money is not considered petty cash and should not be used to make any purchases.

City employees may be allowed, with approval from the City Administrator or Finance Director, to use an amount of Petty Cash for a City event. Any employee that is given this authorization will adhere to the procedures set in place for cash handling, record retention, and regulations.

1. Cash must be counted in front of another employee to the amount of use and their signature must be logged on a voucher that will be placed in the cash drawer until the cash is replenished.
2. Cash will remain in a secure locked box, under the supervision of the authorized employee.
3. Receipts must be issued at the time of a cash transaction for both the customer and the City.
4. Upon completion of the event, the authorized employee shall return cash to the drawer in front of another employee who must sign the voucher.
5. All sales that occur during the event must be entered into the accounting software by the authorized employee.
6. Any payouts for contests or donations may be approved by council and a check will be cut by the Finance Department upon receipt of the warrant request.
7. All paper records utilized during and for the event regarding handling of cash and this policy must be scanned into the appropriate electronic file.

On-Going Purchases

Any item or service which is used by the City on an on-going basis and which, by the nature of the item or service, is not subject to comparative buying, is available only through one vendor, accordingly billed at regular, consistent, and predictable intervals, or is an on-going purchase. Under any of those circumstances, payment will be made with an interim warrant.

List of On-Going Purchases

Only those items, services, and/or vendors listed in this section are on-going purchases. Any

changes or additions to the following list must be made with the approval of the City Council.

1. Publication of city proceedings, as required by law.
2. Postal services, including routine postage fees including: utility bills, postage meter, newsletter and postage stamps.
3. Printing of monthly city newsletter.
4. Contractual purchases and maintenance agreements. Those items or services which are provided as a result of the City entering into a binding and legal agreement with the vendor are contractual purchases. Maintenance agreements for equipment initially purchased according to the purchasing policy. Such expenditures shall be processed in accordance with the established financial policy and, as determined by the Finance Director and City Administrator.
5. Payroll and payroll related expenses to include: federal/state, FICA, IPERS, health and dental premiums, payroll deductions per pay period, and flexible spending.
6. Utility bills.
7. Education and training up to $1,500 per person.
8. Bonds and lease payments including interest due.
9. Approved Library Board expenditures as set forth in the Bondurant Municipal Code.
10. Sales tax due from utility billing and applicable parks and recreation programs.
11. Routine replenishing of petty cash.
12. Refunds due to residents or program participants to include: utility deposits and park and recreation classes, events or programs.
13. Fuel purchases.
14. Business credit card payments.
15. Immediate payment of amounts due, which if not paid promptly would result in loss of discount penalty for late payment or additional interest costs.

5-20. CREDIT CARD POLICY

Purpose

The purpose of the City of Bondurant Credit Card Policy is to provide a means to provide specific employees of the City, to charge specifically identified costs on a bank issued major credit card. The procedure provides controls to insure proper charges and payments are made, as well as an audit trail to assist the City in its annual audit.

General Provisions

Cards for the department heads will be issued individually in the name of the employee with the City of Bondurant identified. Each department head will be responsible for the safekeeping of his or her card. The department head shall only make necessary purchases with the City credit card issued in his or her name. Cards may also be issued to other management employees, exempt employees or other employees as deemed appropriate by the City Administrator, in the name of the employee with the City of Bondurant identified. These cards will be kept in the Finance Director's office and checked out as needed. Loss of a City credit card should be reported to the Finance Director's office immediately. Only detailed receipts will be acceptable for payment.

Credit limit

$2,000 - $5,000

Cards Assigned

The City has the ability to assign cards to individuals who are responsible for the safekeeping of the card bearing his/her name:

City Administrator

City Clerk

Director of Public Works

Fire Chief

Planning and Community Development Director

Individuals in the following positions may have a card issued in his/her name, but the card will be kept in the Finance Director or Department Head's office and can be checked out for necessary occasions, such as travel.

Assistant Fire Chief(s)

Communications and Events Specialist

Any other employees, who may have need for a credit card, should talk with their Department Head who will make appropriate arrangements with the City Administrator to have a card issued and kept on file with the Finance Director's office.

The individual shall not use the City of Bondurant credit card for any personal use. The Credit Cards will only be used for the following purposes unless otherwise approved by the City Council.

1. Purchases that comply with the City's Purchasing Policy.
2. Purchasing requiring immediate payment where City is unable to issue a check for the purchase. Purchases require prior approval for non-budgeted items.
3. Costs for training, education and travel, their meals, including a tip up to 15% (unless dictated by the restaurant), accommodations and transportation are per the City Training, Education and Travel Policy. No alcoholic beverages can be included.
4. On-line purchases requiring a credit card when no other payment or billing option is available. On-line purchases require prior approval for non-budgeted items.
5. Emergency vehicle maintenance and equipment.
6. No cash advances shall be allowed on the credit card.

All receipts must be brought into the Finance Director's office upon charging any item, will support all eligible expenses, and have the Department Head or authorized individual's initials and an expense code written on it. Original receipts will be submitted for payment in a timely manner to the Finance Director's office by the department. Failure to turn in original receipts to the Finance Director's Office will result in an individual being required to reimburse said expenses to the City.

Any altered receipts will not be accepted. A detailed receipt is mandatory for documentation.

Misuse of City Credit Cards, failure to secure or to report stolen or missing Credit Cards immediately upon discovering could result in disciplinary action toward employee and possible termination of employment. Employees may be held responsible for any unauthorized purchases on their card while the card is in their possession. Employees would not be held responsible for any charges to the credit card after it has been reported missing or stolen.

Each individual issued a purchasing/procurement card will be required to sign an affidavit acknowledging responsibility for the safe keeping and proper use of the card. Upon employee termination, both voluntarily and due to disciplinary action, the purchasing/procurement card shall be returned to the finance department and all purchases will be suspended and reconciled.

Purchases using the city credit card may be made by telephone, fax or secure internet sites. Precautions shall be made in all cases to insure security and protection from theft or unauthorized use. Each transaction shall reflect the appropriate credit card number, expiration date, signature of user and detailed invoices (receipts), which should be forwarded to the Finance Department. When using the card for orders placed via phone, fax or mail, or online, you must request a receipt, detailing merchandise price, sales/use tax, freight, etc. be included with the goods mailed/shipped. Any charges without a valid receipt become the responsibility of the card bearer.

5-21. REFERENCES

The City of Bondurant will respond to reference requests through the Finance & Employee Services Department. The City will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Finance & Employee Services Department.

Only the Finance & Employee Services Department may provide references.

5-22. IF YOU MUST LEAVE US

Should any employees decide to leave the City, we ask that they provide a Supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated. All City, property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of the City's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the City (through payroll deduction, if lawful) for any lost or damaged City property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

5-23. A FEW CLOSING WORDS

This handbook is intended to give employees a broad summary of things they should know about the City of Bondurant. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, the City of Bondurant, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or

change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the City or its personnel policies and practices.

5-24. WORKPLACE CONDUCT

City of Bondurant endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the City's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing City of Bondurant property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of City of Bondurant's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of City of Bondurant's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on City property.
11. Willful or careless destruction or damage to City assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of City of Bondurant's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of City of Bondurant policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and City of Bondurant reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The City will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, City of Bondurant will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

The City strives to create a positive, inclusive, and collaborative environment, and understands that differences between department heads and employees can arise. Solutions to those differences should be pursued in earnest and resolved based on honesty, common sense, and fair play. Whenever possible, differences should be resolved between the parties involved by the parties. It is the responsibility of every employee of the City of Bondurant at all levels to communicate and collaborate to overcome obstacles. Should differences not be resolved between the parties, it is important to collaborate with the City Administrator.

Section 6 - EMPLOYMENT POSTERS

6-1. MINIMUM WAGE

EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

FEDERAL MINIMUM WAGE

$7.25 PER HOUR

BEGINNING JULY 24, 2009

STATE AND LOCAL GOVERNMENT EMPLOYEES

OVERTIME PAY

At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

Law enforcement and fire protection personnel: You may be paid overtime on the basis of a "work period" of between 7 and 28 consecutive days in length, rather than on a 40-hour workweek basis.

COMPENSATORY TIME

Employees may receive compensatory time off instead of cash overtime pay, at a rate of not less than 1½ hours for each overtime hour worked, where provided pursuant to an agreement or understanding that meets the requirements of the Act.

EXEMPTIONS

The Act does not apply to persons who are not subject to the civil service laws of State or local governments and who are: elected public officials, certain immediate advisors to such officials, certain individuals appointed or selected by such officials to serve in various capacities, or employees of legislative branches of State and local governments. Employees of legislative libraries do not come within this exclusion and are thus covered by the Act.

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements.

Any law enforcement or fire protection employee who in any workweek is employed by a public agency employing less than 5 employees in law enforcement or fire protection activities is exempt from the overtime pay provisions.

YOUTH EMPLOYMENT

16 years old is the minimum age for most occupations. An 18-year old minimum applies to hazardous occupations. Minors 14 and 15 years old may work outside school hours under certain conditions. For more information, visit the YouthRules! Web site at www.youthrules.dol.gov.

ENFORCEMENT

The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA's child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

ADDITIONAL INFORMATION

- Some state laws provide greater employee protections; employers must comply with both.
- Employees under 20 years of age may be paid a youth minimum wage of not less than $4.25 an hour during their first 90 consecutive calendar days after initial employment by an employer.
- Employers are required to display this poster where employees can readily see it.

The law requires employers to display this poster where employees can readily see it.

WHD WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

6-2. FMLA

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WHD WAGE AND HOUR DIVISION

6-3. OSHA

OSHA Occupational Safety and Health Administration

Job Safety and Health
IT'S THE LAW!

All worhrs have ttie right to:

- A safe wortplace.
- Raise a safety or health concern with your employer or OSHA, or report a wort-related injury or illness, without being retaliated against.
- Receive information and training on job hazan±s, including all hazardous substanoes in '\fOUrworkplace.
- Request a confidential OSHA inspection of your wortplaoe ,*t* you believe there ari;: unsafe or unhealthy conditions. You **have** the right to have a representative contact OS.HA on your behalf.
- Participate {or have your representative participate] **in** an OSf-IA inspection and speak in private to the inspector.
- File a complamt with OSHA withm 30 days !by phone, onl1ne or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, t,ests that me111sure hazards m the:wortpl111oe, and the workplace injury and illness log-.

This *posler is available f=* .!ram *OSHA.*

Employers must:

- PrOVJde employees a workplace free from recognized haz,a rds. It 1s illegal to reraliate agains1 an employee for using any of their rights under the law, iocludi ng raising a health and safety concern with you or with OSHA, **or** reporting a work-relatoo injury or illness.
- Comply with all applicable OSf-IA standards.
- Notify OSHA wnhm 8 hours of a work:plare fatahty or vvith1n 24 hourn of any work-related inp;i ent hospitalization, amputation, or loss of an eye.
- PrOVJde required training to all workers ma language and vocabulary 1hey can understand.
- Prominently display this. pos-rer in the workplace.
- Post OSf-IA citations at or ne.ar the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized elT1ploy8fs, **without** citation or penalty, through OSHA-supported oonsultanon programs 1n every statiet.

Contact OSHA. We can help.

1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov

6-4. POLYGRAPH

EMPLOYEE RIGHTS

EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS

Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS

Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits polygraph (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.

EXAMINEE RIGHTS

Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT

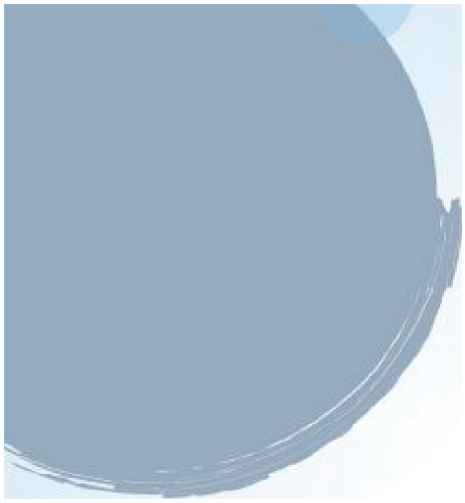
The Secretary of Labor may bring court actions to restrain violations and assess civil penalties against violators. Employees or job applicants may also bring their own court actions.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.

WHD
WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

6-5. TITLE VI



Bondurant

kFC

Human Resources EEO Statement

The City of Bondurant provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics. protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, compensation and training.

Human Resources ADA Statement

Pursuant to the Americans with Disabilities Act (ADA) Amendments Act of 2008 (ADAM), Titles I and II of the ADA of 1990, and Sections 503 and 504 of the Rehabilitation Act of 1973, The City of Bondurant has a commitment to making its services and facilities accessible to all segments of our community

Human Resources VI Statement

The City of Bondurant endeavors to ensure that no person shall, on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the Civil Rights Restoration Act of 1987, Public Law No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance The City of Bondurant further assures every effort to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

200 2nd St NE
Bondurant, IA 50035

515-630-6981

jness@cityofbondurant.com

Jene Jess, **Finance Director & Title VI & ADA Coordinator**

GENERAL HANDBOOK ACKNOWLEDGMENT

This Employee Handbook is an important document intended to help employees become acquainted with the City of Bondurant. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the City's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

I have received and read a copy of the City of Bondurant's Employees Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the City at any time.

I further understand that my employment is terminable at will, either by myself or the City, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of the City of Bondurant other than The City Council may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the City's Employee Handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

RECEIPT OF NON-HARASSMENT POLICY

It is the City of Bondurant's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by the City of Bondurant.

The purpose of this policy is to ensure that no one harasses another individual in the workplace, including while on City premises, while on City business (whether or not on City premises) or while representing the City. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

Employees are encouraged to express their objection to behaviors that could constitute sexual harassment to the person engaging in the behavior. If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the City Administrator. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact any member of management. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy, such as the Mayor or a member of Council.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the City will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

I have read and I understand the City of Bondurant's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

City of Bondurant Employee Handbook

Bondurant

Life Connecting

11/19/2025

Iowa

ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with the City of Bondurant. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and the Assistant City Administrator - Administrative Services Director also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. The City of Bondurant adheres to the policy of employment at will, which permits the City or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No City representative other than The City Council may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate City documents. Employees should check with City to determine which documents are controlling over any statement made in this handbook or by any member of management.

This handbook states only general City guidelines. The City may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and The City Council.

This handbook is subject to the terms of any applicable collective bargaining agreement.

This handbook supersedes all prior handbooks.

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Section 1 - GOVERNING PRINCIPLES OF EMPLOYMENT

1-1. INTRODUCTION

For employees who are commencing employment with City of Bondurant ("City of Bondurant" or "the City"), on behalf of City of Bondurant, let me extend a warm and sincere welcome.

For employees who have been with us, thanks for your past and continued service.

I extend my personal best wishes for success and happiness here at City of Bondurant. We understand that it is our employees who provide the services that our citizens rely upon, and who will enable us to create new opportunities in the years to come. You are a part of a team effort that is committed to providing its best effort on behalf of the citizens for whom we work. It is their tax dollars and fees that pay us and allow us to plan and staff the right people to help meet their needs.

The objectives of the City of Bondurant are to provide you with a competitive work environment, a safe workplace that respects the differences of all its employees, and a work site in which you are pleased to work. If you have any ideas on how to improve services or your job, please let your supervisor know. The City of Bondurant embraces the concept of continual improvement. As the City of Bondurant changes, so do our jobs and our responsibilities to the citizens of the community.

You have this handbook for future reference. The City will notify you of changes in the policy as they are adopted by the Council. If you have questions about certain policies or their interpretation in this handbook, contact the City Administrator or designee to get clarification. The City of Bondurant is committed to having a positive environment with a teamwork approach.

The Mayor and City Council develop policy for the City, and serve as the elected representatives of the community. The City of Bondurant incorporates a multiple-purpose organization consisting of Fire, EMS, Law Enforcement, Public Works (Streets, Utilities and Buildings & Grounds), Library Services, Parks and Recreation, Community Development, and Administrative Services.

Marketa Oliver, City Administrator

1-2. INTRODUCTION TO THE CITY OF BONDURANT

The City of Bondurant was founded in 1884. Bondurant had a low growth rate until the 2000's, with a rapid growth caused by new construction and annexation. At the last US Census 2020, the City of Bondurant was the second fastest growing city in Iowa.

The City exists to provide services to the citizens of the community. The City provides many services. Some are more traditional, such as fire protection, water/sewer services and maintenance of safe and adequate streets. Other services are more recent in origin, such as community planning, maintenance of building standards, and parks and recreational programming. Some services are provided in partnership with public and private partners, such as law enforcement, provided through a contractual arrangement with the Polk County Sheriff's Office and community planning through a partnership with a local engineering firm. Revenues to pay for many of these services derive from levying taxes on the community, primarily property tax. Users provide revenues for other services, such as water and sewer.

All the services the City provides are important to the citizens of the community. The quality of life in Bondurant depends upon the services provided by the City and the quality of the services depends on how well we do our jobs.

The City of Bondurant operates under a Council/Mayor form of government with an appointed City Administrator.

The City Council is the legislative and policymaking body of the City of Bondurant, and consists of five (5) members elected at large for staggered terms. The Council passes ordinances, adopts resolutions, approves a budget submitted by the City Administrator and Finance Director, appoints the City Administrator and the City Attorney and sets policies. The Council also appoints representatives of the statutory boards and commissions.

The Mayor is the chief elected official of Bondurant's government and coordinates activities between the appointed officials and the Council.

The City Administrator is the chief appointed administrative officer of the City. The City Administrator is responsible to the Mayor and Council and has the power or duties for carrying out certain functions.

1-3. ORGANIZATION CHART

1-4. AUTHORITY

Except as otherwise specifically provided, this manual applies to all employees of the City. However, this manual does not apply to elected officials; the City Attorney, members of City boards, commissions and committees or volunteer personnel.

Employees of the City shall be covered by the policies outlined in this Handbook, except for specific exceptions to these policies granted by an individual contract or agreement with the City Council or hiring authority, either in writing or by resolution.

Standard operating procedures of the City of Bondurant may vary somewhat between departments. This is necessary because of various duties and hours required of some departments, and various state and federal regulations that must be followed.

Each Department Head may establish separate policies for the purpose of handling matters applicable to a specific department. Such policies shall not; however, conflict with the policies established by the City and must be approved by the City Administrator.

The City of Bondurant recognizes that the attitude, efficiency and productivity of employees depend in large part upon a pleasant working environment, where equitable treatment and respectful relationships exist. Employees shall be kept informed of policies and procedures, which affect their duties or conditions of employment, and they shall be encouraged to offer suggestions for work improvement. Employees have certain responsibilities to the City. They are expected to work a full day and to do their part in maintaining good working relationships with supervisors and fellow employees and with citizens. Employees are expected to preserve and respect the corporate image of the City. The City's reputation is a valuable corporate asset. Illegal, unethical or inappropriate behavior will not be tolerated. Failure to meet these responsibilities by any employee of the City shall be cause for disciplinary action and ultimately lead to the possibility of dismissal.

This Handbook is not an employment contract. It is intended solely to give employees a short description of the benefits and working conditions of the City. Any representations made by a City official that are contrary to this Handbook shall have no force or effect. The City of Bondurant is an employment-at-will employer. If at any time there should be conflict between a policy in this

Handbook and an applicable state or federal statute, or both, the terms of the Agreement or statute will govern. Personnel policies are at the discretion of the City of Bondurant and may be withdrawn, applied, or amended at any time.

1-5. EQUAL EMPLOYMENT OPPORTUNITY

The City of Bondurant is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, or genetic information. This policy extends to all terms, conditions and privileges of employment, as well as the use of all Employer facilities and participation in all Employer-sponsored activities as follows: 1. Recruitment, advertising, and job application procedures; 2. Hiring, promotion, demotion, transfer, layoff, termination, right of return from layoff, and rehiring; 3. Rates of pay or any other form of compensation and changes in compensation; 4. Job assignments, job classifications, organizational structure, position descriptions, lines of progression, and seniority lists; 5. Leaves of absence, sick leave, or any other leave; 6. Fringe benefits, available by virtue of employment, whether or not administered by the City. 7. Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities and selection for leaves of absence to pursue training; 8. Activities sponsored by a covered entity including social, and recreational programs; and 9. Any other term, condition, or privilege of employment. Harassment, retaliation, coercion, interference, or intimidation of any employee is strictly forbidden and any employee who experiences such behavior should report it immediately to his or her supervisor, Department Head, or the City Administrator., The City of Bondurant's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

The City will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the City's business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact the Assistant City Administrator - Administrative Services Director to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. The City then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. The City will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of The City's decision regarding the request within a reasonable period. The City treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Assistant City Administrator - Administrative Services Director. The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to

any such retaliation, they should contact the Assistant City Administrator - Administrative Services Director. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

1-6. NON-HARASSMENT

It is the City of Bondurant's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by the City of Bondurant.

The purpose of this policy is to ensure that no one harasses another individual in the workplace, including while on City premises, while on City business (whether or not on City premises) or while representing the City. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or

- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

Employees are encouraged to express their objection to behaviors that could constitute sexual harassment to the person engaging in the behavior. If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the City Administrator. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact any member of management. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy, such as the Mayor or a member of Council.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the City will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

1-7. DRUG-FREE AND ALCOHOL-FREE WORKPLACE

To help ensure a safe, healthy and productive work environment for our employees and others, to protect City property, and to ensure efficient operations, the City of Bondurant has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the City.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol or open containers of alcohol by an individual anywhere on City premises, while on City business (whether or not on City premises) or while representing the City, is strictly prohibited. Employees and other individuals who work for the City also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. Additionally, the use of alcohol within the prohibited time frame before work ("Safety Sensitive" employees, employees who hold a Commercial Driver's License and employees whose duties include operation of a City vehicle or who carry a firearm) is prohibited. Employees in those circumstances are restricted from reporting to work within four hours after having consumed alcohol, unless expressly permitted by a supervisor. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

Violation of this policy will result in disciplinary action, up to and including discharge.

The City maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any City employee, including themselves.

Employees must notify the City within five (5) calendar days if they are convicted of a criminal drug violation in the workplace. Within ten (10) days of such notification or other actual notice, the City will advise the contracting agency of such conviction.

All employees are hereby advised that full compliance with the foregoing policy shall be a condition of employment at the City.

Any employee who violates the foregoing drug-free workplace policy described above shall be subject to discipline up to and including immediate discharge.

In the discretion of the City, any employee who violates the drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the City's satisfaction in an approved drug assistance or rehabilitation program.

In order to maintain a drug-free workplace, the City has established a drug-free awareness program to educate employees on the dangers of drug abuse in the workplace; the City's drug-free workplace policy; the availability of any drug-free counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed for violations of our drug-free workplace policy. Such education may include: (1) distribution of the City's drug-free workplace policy at the employment interview; (2) a discussion of the City's policy at the new employee orientation session; (3) distribution of a list of approved drug assistance agencies, organizations, and clinics; (4) distribution of published educational materials regarding the dangers of drug abuse; (5) reorientation of all involved employees in cases in which a drug-related accident or incident occurs; (6) inclusion of the policy in handbooks and any other personnel policy publications; (7) lectures or training by local drug abuse assistance experts; (8) discussion by the City's safety experts on the hazards associated with drug abuse; and (9) video tape presentations on the hazards of drug abuse.

Pre-Employment Drug and Alcohol Testing

As part of its commitment to a safe, healthy, and productive work environment, the City of Bondurant requires pre-employment drug and alcohol testing for certain positions. Prospective employees who receive a conditional offer of employment for designated roles will be required to undergo drug and alcohol screening at a third-party testing facility.

Testing will be conducted in accordance with applicable laws and best practices. In the event of a positive test result, the prospective employee will be notified and expected to follow the instructions provided for submitting appropriate documentation (e.g., a valid prescription or a note from a licensed medical provider) supporting a legitimate medical explanation for the result.

Retests will be permitted only at the discretion of City management. Prospective employees who test positive for substances and fail to provide valid supporting documentation may be disqualified from employment with the City.

1-8. DRUG TESTING

As used in this policy "drug test" means any blood, urine, saliva, breath or skin tissue test conducted for the purpose of detecting the presence of chemical substance in an individual. In the event the city has reason to believe that an employee's faculties are impaired on the job in violation of this policy, the employee shall be required to submit to chemical testing of blood, breath or urine sample.

The test sample withdrawn from the employee shall be analyzed at a laboratory testing facility approved under the rules adopted by the Iowa Department of Public Health, or in the case of alcohol breath testing, the Polk County Sheriff. Should it be necessary to drive to a testing site, the employee is not permitted to drive themselves. To avoid possible injury from driving impaired the employee must be transported for off-site testing by another staff member or the Polk County Sheriff.

Drug testing of employees required to possess a commercial driver's license (CDL) as well as operates fire trucks or ambulances will be conducted in accordance with applicable federal law and the City's Substance Abuse Policy.

If the test results are positive, the employee has the right to request an alternate method of analysis.

The second analysis being at the employee's expense. When possible and practical, a second test shall use a portion of the same test sample withdrawn from the employee for use in the first test.

An employee shall be accorded a reasonable opportunity to rebut or explain the results of a blood test. The City may request additional testing to confirm those explanations.

The first time an employee's drug test indicates the presence of alcohol or drugs, the City will provide substance abuse evaluation and treatment if recommended, with the cost apportioned as provided under City's employee benefit plan. No disciplinary action against the employee due to the employee's positive drug test shall be taken. If the employee fails to undergo substance abuse evaluation required or fails to successfully complete substance abuse treatment when recommended, the employee shall be discharged. Any substance abuse evaluation and treatment provided by the City shall take place under a program approved by the Iowa Department of Public Health or accredited by the Joint Commission on Accreditation of Hospitals. An employee must sign a waiver to release the evaluation and or treatment results.

An employee who refuses to sign such release will be subject to immediate discharge.

An employee who refuses to consent to or to submit to testing will be subject to immediate discharge. An employee having a second positive test will also be subject to immediate discharge.

1-9. WORKPLACE VIOLENCE

The City of Bondurant is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to City and personal property.

The City of Bondurant does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, the City of Bondurant specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, the City of Bondurant does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in City policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any City employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto City premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede the City of Bondurant's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the City determines, after an appropriate good faith investigation, that someone has violated this policy, the City will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the City to be aware of any potential danger in its offices. Indeed, the City wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

1-10. WORK RULES AND DISCIPLINARY ACTION

The City reserves the right to discipline employees as it may be deemed by the Department Head to be necessary and appropriate. Such discipline measures may include:

1. Verbal Counseling - The employee's supervisor may give the employee a verbal warning, a record of which will be placed in the employee's personnel file.
2. Written Reprimand - If unsatisfactory conduct continues, the employee's supervisor may issue a written warning and a possible referral to EAP.
3. Suspension - If sufficient improvement has not been made, the conduct continues or the situation warrants, the employee may be suspended without pay. The maximum number of hours an employee may be suspended without pay is forty (40) hours by the Department Head and eighty (80) hours with the approval of the City Administrator.
4. Demotion - Demotion is permanent removal from one job to a job in a lower classification or a pay decrease. This may occur as a result of a violation of a standard of behavior and a preservation of the City's corporate image that the City expects all employees to observe.
5. Termination - If conduct continues or the severity of the situation warrants, the City may terminate employment.

In the event an investigation is undertaken, an employee may be placed on administrative leave with pay. This does not constitute a disciplinary action, but the investigation may lead to a disciplinary action.

While discipline is normally progressive in nature, each case shall be considered in conjunction with the severity of the offense or conduct and need not follow the progression. Unpaid suspensions of employees who are exempt under the Fair Labor Standards Act shall be for periods of complete workweeks in accordance with the provisions of the act.

1-11. RESIDENCY REQUIREMENT

All employees, except the City Administrator, Public Works Director, and Emergency Services Director will be allowed to reside outside the city limits. Essential employees may have residency restrictions regarding response time radius to the city limits, as determined by the Department Head and City Administrator.

Each employee must meet his or her respective residency requirement within twelve (12) months of his or her appointment to City employment. Should an employee establish residency outside of the required area of residency in violation of this policy, the employee shall be deemed to have voluntarily resigned from employment.

Every employee that is subject to this policy shall maintain an up-to-date current residence address in their employment file.

For the purpose of this policy, "residence" shall mean the actual domicile of the employee where that employee normally eats, sleeps, and maintains the normal personal and household effects necessary for day-to-day living. "Residence" shall not include a place secured solely for the purpose of meeting the requirements of this policy, which is maintained in addition to the employee's actual place of residence outside the designated response requirement.

Any consideration for an exemption of the residency requirement is subject to review by the City Manager and respective Department Head.

1-12. REASONABLE ACCOMMODATIONS & INTERACTIVE DIALOGUE

City of Bondurant is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom City of Bondurant has notice may require such an accommodation, without regard to any protected classifications, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact the Assistant City Administrator - Administrative Services Director. Accommodation requests can be made in writing using a form which can be obtained from the Assistant City Administrator - Administrative Services Director. If an individual who has requested an accommodation has not received an initial response within five (5) business days, the employee should contact the Assistant City Administrator - Administrative Services Director.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, City of Bondurant will engage in an interactive dialogue with the employee.

Even if employee has not formally requested an accommodation, City of Bondurant may initiate an interactive dialogue under certain circumstances, such as when City of Bondurant has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event City of Bondurant initiates an interactive dialogue with an employee, it should not be construed as City of Bondurant's belief an individual requires an accommodation, but will serve as an invitation for the employee to share with City of Bondurant any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, City of Bondurant will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how City of Bondurant may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, City of Bondurant will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. City of Bondurant is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

As part of the interactive dialogue, City of Bondurant reserves the right to request supporting documentation to the maximum extent permitted by applicable law.

City of Bondurant will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

City of Bondurant will not allow any form of retaliation against employees who have requested an accommodation, for whom City of Bondurant has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact the Assistant City Administrator - Administrative Services Director.

1-13. BACKGROUND CHECK POLICY

As part of the City of Bondurant's commitment to providing a safe and effective municipal workforce and volunteer program, all hiring decisions-whether for new employment, promotion, or reassignment-as well as volunteer placements in roles involving public interaction, vulnerable populations, or sensitive responsibilities-are subject to appropriate background checks in compliance with applicable federal and state laws.

Disclosure and Consent

Before conducting any background check, the City will provide the applicant or employee with a standalone disclosure and obtain their written authorization as required under the Fair Credit Reporting Act (FCRA).

Pre-Adverse Action Requirements

If the City considers taking adverse employment action based on a background report, the individual will be:
- Notified of the potential action
- Provided with a copy of the consumer report used to make the decision
- Given "A Summary of Your Rights Under the FCRA"
- Allowed a reasonable opportunity to dispute or explain the findings before final action is taken.

Adverse Action Requirements

If adverse action is taken, the City will notify the individual that:
- The decision was based on information in the background report
- They have the right to dispute the accuracy of the report

Evaluation Criteria

The City uses a position-based evaluation matrix aligned with EEOC guidelines and SHRM standards. When reviewing criminal history, the following three factors will be considered:
1. The nature and gravity of the offense
2. The time elapsed since the offense or completion of sentence
3. The nature of the job sought or held

Background Check Matrix Definitions

Term	Definition
Case-by-case	Evaluated individually based on time, rehabilitation, and job relevance.
Disqualifier	Automatically excludes an individual from employment in that role.
1 allowed if unrelated to duties	A single past offense may be allowed if unrelated to job responsibilities.
Allowed	Not a barrier to employment but may be reviewed in context of other findings.

Position-Based Matrix

See Excel matrix: 'Bondurant_Background_Check_Matrix.xlsx' for specific tolerance levels by role, by request from the Assistant city Administrator - Director of Administrative Services.

Section 2 - OPERATIONAL POLICIES

2-1. EMPLOYEE CLASSIFICATIONS

For purposes of this handbook, all City of Bondurant employees fall within one of the classifications below.

Full-Time Employees - Employees who regularly work at least 40 hours per week who were not hired on a short-term basis. Emergency Services Department full-time employees work in two-week blocks where one week is 48 hours and the other is 36 hours. Teams, due to the nature of overnight shifts, work 42 hours per week in both weeks of the two-week cycle.

Part-Time Employees - Employees who regularly work fewer than 40 hours per week who were not hired on a short-term basis.

Short-Term Employees - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term employees generally are not eligible for City benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

2-2. TRIAL PERIOD

The first year of employees' employment is an introductory period. This is an opportunity for the City of Bondurant to evaluate the employee's performance. It also is an opportunity for employees to decide whether they are happy being employed by the City. The City may extend the introductory period if it desires. Completion of the introductory period does not alter the employee's at-will status.

City of Bondurant will conduct a formal performance review at the end of the introductory period.

2-3. YOUR EMPLOYMENT RECORDS

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Employees should keep their personnel file up to date by logging into the Employee Shared Services Portal @

https://ess.tyler-incode.com/bondurantia/Account/LogOn?userIsUnauthorized=False&ReturnUrl=%2Fbondurantia

to make any changes. Employees also should add to the Employee Shared Services profile and record any specialized training or skills they acquire, as well as any changes to any required visas.

Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

2-4. WORKING HOURS AND SCHEDULE

The City of Bondurant is typically open for business from **8:00 a.m. to 4:30 p.m., Monday through Friday.** Department-specific hours may vary and are determined by each Department Head with oversight from the City Council.

All employees are assigned a regular work schedule and are expected to begin and end their shifts according to that schedule. The City reserves the right to modify schedules on a short- or long-term basis in response to operational needs.

Full-Time Employees (Non-Emergency Services):

Full-time employees are scheduled to work **forty (40) hours per week**. They receive either a **30-minute or one (1) hour meal break**, as determined by departmental scheduling. **Thirty (30) minutes of the meal period is paid**, provided the employee works a minimum of **four hours and fifteen minutes** during the day. Employees also receive **two unpaid 15-minute rest breaks** per full shift. With supervisory approval, rest breaks may be combined.

Part-Time Employees:

The appropriate Department Head will determine weekly schedules and rest periods for part-time employees based on departmental needs.

Emergency Services Employees (Fire/EMS):

Due to the unique, around-the-clock nature of Fire and EMS operations, Emergency Services employees are subject to the following provisions in lieu of the standard rest and meal break policy:

- **Work Hours:** Emergency Services employees are scheduled for **twelve (12) hour shifts**, supporting the City's **24/7 operational structure**.
- **Rest Time:** Employees may be allowed up to **ninety (90) minutes of paid rest time** per 12-hour shift. This rest is:
    - **Not guaranteed or accrued.**
    - **Not an entitlement, but a goal and maximum allowance**, subject to operational demands.
    - **Interruptible at any time** due to calls for service or other operational requirements.
- **Definition of Rest:**
  Rest may include:
    - Group or individual meals
    - Personal time (e.g., reading, phone use, watching television)
    - Playing board games or other informal downtime activities
    - Passive time when relieved of duties or after completion of station chores
- **Rest Administration:**

- Rest time may be taken in full or in increments, as permitted by the shift supervisor.
- All rest periods are at the discretion of the shift supervisor and may be modified, delayed, or denied due to workload or staffing needs.
- Employees are expected to immediately abandon rest time to respond to calls or emergencies without delay.

This structure ensures that while Emergency Services personnel are compensated for all hours on duty, including designated rest time, they remain fully accountable to the demands and unpredictability inherent in emergency response work.

Inclement Weather and Worksite Closing

Because the City serves citizens, City offices will typically remain open during regularly scheduled hours. In rare and extreme circumstances, such as severe snowstorm (blizzard conditions as determined by the National Weather Service), or other severe weather conditions, such as a tornado or flooding conditions, it may be necessary to close City offices or there may be city employees who are unable to make it to work. For those events, the following policy will be in effect:

1. An employee will be allowed to charge such an absence, to vacation, sick, or compensatory time provided he/she has the time accumulated. If no paid time is available, the employee may choose to take the time off without pay with supervisor approval.
2. In the event a severe snowstorm or other severe weather conditions should occur the day before or on the day after one of the observed holidays, holiday pay would be paid to all eligible employees, whether or not they worked the day before or the day after the holiday.
3. Employees in departments that serve the public during severe weather related to weather activities, such as snow plowing, are expected to report to work during severe weather conditions.

2-5. REMOTE WORK/TELECOMMUTING

The City of Bondurant may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by the City. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by the City at any time and at the discretion of the City. Employees also may discontinue the arrangement but may not be guaranteed office space at the City's location.

At-Will Employment

This policy and any individual agreement addressing this work arrangement do not create a contract

of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by the City or employee without notice, cause, or liability.

Hours of Work

Employees will work full time from home. Scheduled hours of work will be set by the employees manager or supervisor. Employees should maintain regular contact with their supervisors and managers.

Nonexempt employees must accurately record all hours worked pursuant to the City's timekeeping system and take rest and meal breaks as if in the City's workplace and as required by law. Nonexempt employees may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or supervisor.

Location

Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any City-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by the City.

Duties

Employees are expected to follow all existing City policies and procedures. The duties, obligations, responsibilities, and conditions of employment with the City remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked and the employee may be subject to discipline up to and including termination. Employees are expected to follow existing City policies with respect to scheduled and unscheduled time off, including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

Accidents and Injuries

Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on City premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the employees are working will apply. Employees must notify their supervisors or manager immediately and complete all necessary and/or requested documents regarding the reported injury. The City assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

Equipment

Employees agree to use electronic equipment that has been encrypted and meets all of the City's security requirements. If the City provides equipment for home use, employees agree to provide a secure location for City-owned equipment and will not use, or allow others to use, such equipment for purposes other than City business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by the City. The City will bear the

expense of removal of any such equipment, linkages, and installations provided by the City upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby release the City from any damage or liability incurred in the installing or removal of the equipment provided by the City.

Return of City Property

All equipment, records, and materials provided by the City will remain City property. Employees agree to return City equipment, records, and materials upon request. All City equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the employees.

Expenses

Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, the City will reimburse employees for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

Confidentiality

Employees agree that they are subject to the City's policies prohibiting the nonbusiness use or dissemination of the City's confidential business information. Employees will take all appropriate steps to safeguard the City's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding the City's confidential information includes all public records identified in Iowa Code Section 22.7, including but not limited to, personnel files, medical records, trade secrets, attorney work product, library records, public health reports, and any other information or document as directed by the City Administrator or law.

Contact

If employees have any questions concerning this policy or would like to apply to work remotely, they should contact their Department Head.

2-6. TIMEKEEPING PROCEDURES

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, by clocking in and out using the City's time clock portal Executime @

https://bondurantia.aws.executime.com/ExecuTime/Login.action?bmark=Index.action

Executime

Regular Fulltime Employees (Excluding Fire/EMS)

Clock In & Out at the Beginning and End of Every Shift

System Setup Basis

General	Public Works
8.5 Hour Day	9 Hour Day
30 Minute Meal Break Paid, Earned After Working 4 Hours and 15 Minutes of the Day	30 Minute Meal Break Paid, Earned After Working 4 Hours and 15 Minutes of the Day
2, 15-Minute Rest Breaks Unpaid	2, 15-Minute and 1, 30-Minute Rest Breaks UnPaid
Paid For 8 Hours Worked	Paid for 8 Hours Worked

- Overtime and/or Comp Time Accrual **Must Be** Preapproved By supervisors
- Vacation, Sick, and Comp Time Taken Do Not Count to Calculate Overtime
- Holiday Hours are Earned in 4, and 8 Hour Increments and Do Count to Calculate Overtime
- Time Worked on a Holiday is Calculated at Overtime Rates
- Comp Time Can Be Requested In Lieu of Overtime and is Earned 1.5 hours for Every 1 H Worked Overtime
- Meal breaks auto-deduct from the timesheet, so no need to clock in/out for regularly schedu meal breaks (except Library Department employees)
- If worked through meal break exclude the auto-deduction and request the appropriate paid br time (except Library Department employees)

Flex Time Hours from One Day to the Next, In the Same Week to Avoid Unauthorized Overtime

Part-time and Seasonal (Excluding Fire/EMS)

Clock In & Out at the Beginning and End of Every Shift

System Setup Basis

Part-time	Seasonal Public Works
As need and Available	9 Hour Day
30 Minute Meal Break Paid, Earned After Working 4 Hours and 15 Minutes of the Day	30 Minute Meal Break Paid, Earned After Working 4 Hours and 15 Minutes of the Day
Upon supervisor Discretion and Unpaid	2, 15-Minute and 1, 30-Minute Rest Breaks UnPaid
Paid For Hours Worked	Paid for 8 Hours Worked

- Overtime and/or Comp Time Accrual **Must Be** Preapproved By supervisors
- Time Worked on a Holiday is Calculated at Overtime Rates
- Comp Time Can Be Requested In Lieu of Overtime and is Earned 1.5 hours for Every 1 Hour Worked Overtime

Flex Time Hours from One Day to the Next, In the Same Week to Avoid Unauthorized Overtime

Regular Fulltime Employees (Fire/EMS)

Clock In & Out at the Beginning and End of Every Shift

System Setup Basis

Fire/EMS
12 Hour Work Day
Breaks Are Taken on the Clock
Paid For 12 Hours Worked

- Overtime and Comp Time Accruals **Must Be** Preapproved By Supervisors (excluding the required 8 hours in the respective week in the rotation)
- Vacation, Sick and Comp Time Do Not Count to Calculate Overtime
- Holiday Hours are Earned in 4 and 8 Hour Increments Depending on the Holiday and Do Count to Calculate Overtime
- Time Worked on a Holiday is Calculated at Overtime Rates
- Comp Time Can Be Requested In Lieu of Overtime and is Earned 1.5 hours for Every 1 Hour Worked Overtime

Shift Schedule:

- The standard shift for full-time Fire/EMS personnel is a **12-hour workday**.
- The schedule follows a **two-week cycle**:
  - **Week One:**
    - **Team A** works 48 hours (4 shifts of 12 hours each).
    - **Team B and Team D** work 42 hours (3 shifts of 12 hours each), adjusted due to the split nature of overnight shifts.
    - **Team C** works 36 hours (3 shifts of 12 hours each).
  - **Week Two:**
    - **Team A** works 36 hours (3 shifts of 12 hours each).
    - **Team B and Team D** work 42 hours (4 shifts of 12 hours each), adjusted due to the split nature of overnight shifts.
    - **Team C** works 48 hours (4 shifts of 12 hours each).
- **The schedule weeks for each team will switch on the first pay period of each fiscal year** to ensure fairness in the rotation and balance of shifts across all teams.
- Employees may work a **maximum of 16 consecutive hours**. After reaching 16 hours of work, employees are required to take a **mandatory 8-hour break**, which must be **off-duty and away from City property** to ensure rest and safety before starting the next shift, unless they are

engaged in an active call at the end of a shift that cannot be avoided. In such cases, the run must be documented, and a report filed with the direct supervisor or schedule coordinator.

Holidays:

- If employees work on designated holidays, they will receive overtime pay, and any holiday hours are included in the calculation of overtime eligibility.
- **Paid holidays** will follow the **true calendar schedule** (observing holidays on the actual calendar date).

Flex Time Hours from One Day to the Next, In the Same Week to Avoid Unauthorized Overtime

Regular Part-time Employees (Fire/EMS)

Clock In & Out at the Beginning and End of Every Shift

System Setup Basis

Fire/EMS
12 Hour Work Day
Breaks Are Taken on the Clock
Paid For 12 Hours Worked

Clocking In and Out:

- Part-time employees are required to **clock in and out** at the beginning and end of every shift using the timekeeping system.

Work Schedule:

- Part-time employees work **as needed and available**, following the 12-hour shifts as assigned, in coordination with the full-time employee schedule.
- Employees may work a **maximum of 16 consecutive hours**. After reaching 16 hours of work, employees are required to take a **mandatory 8-hour break**, which must be **off-duty and off City property** before starting the next shift.

Breaks:

- Breaks are **taken on the clock** and included in the paid time for part-time shifts.

Overtime Calculation:

- Overtime must be **preapproved** by supervisors, with compensation provided at overtime rates for hours worked over **40 hours in a workweek**.
- Time worked on holidays is calculated at **overtime rates**.

Comp Time:

- Comp time can be **requested in lieu of overtime** and will be earned at 1.5 hours for every hour worked in overtime.

Holidays:

- If employees work on designated holidays, they will receive overtime pay, and any holiday hours are included in the calculation of overtime eligibility.
- **Paid holidays** will follow the **true calendar schedule** (observing holidays on the actual calendar date).

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

2-7. OVERTIME

Periodically, overtime work by employees may be necessary to maintain City operations. Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law. An employee can request "Comp Time" in lieu of overtime and earn 1.5 hours for every hour worked of overtime. Holidays shall be counted as work time for purposes of determining overtime. Vacation, sick time, and comp time pay should not be considered hours worked because they do not count toward the calculation of overtime. The maximum compensatory time accumulation is sixty (60) hours. The City may choose to cash out compensatory balances at any time.

Employees may work overtime only with prior management authorization, except for emergencies.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

2-8. TRAVEL TIME FOR NON-EXEMPT EMPLOYEES, AUTHORIZATION AND EXPENSES FOR NON-EXEMPT/EXEMPT EMPLOYEES

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling during their normal working

hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

Out-of-Town Trips for One Day

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

Local Travel

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip to and from home, however, is non-compensable when the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

Commuting Time

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

Travel Authorization and Expense Guidelines

Any travel outside the employee's normal worksite will need pre-authorization from either the Department Head or the City Administrator. Any out-of-state travel needs both the approval of the appropriate Department Head and the City Administrator. Requests for approval should include the date, purpose, location and cost projections for travel.

Officials and employees shall be entitled to reimbursement for expenses which may lawfully be incurred when they are required to make necessary out-of-pocket expenses within or without the City, of a nature beyond those normally associated with the performance of the routine official duties of such individuals, for purposes which principally promote, develop or publicize the City's best interests.

Transportation, lodging, and meals shall be the most reasonable and economical method of travel considering: distance, travel time, number of persons making trip, duration of stay, other commitments and other factors as may be appropriate.?

Expenses for lodging, airfare, auto rental, registration fees shall be supported by a bill, statement, or other evidence of such expenses incurred and attached to the Travel Expense Record/Reimbursement Request submitted by any such official or employee.

Following completion of travel, a Travel Expense Record/Reimbursement Request must be submitted and must be signed by the City Administrator prior to any reimbursement.

Mileage reimbursement shall be based on the current IRS rate in effect when using a privately owned automobile.

Plane reservations must be made at least three weeks prior to traveling in economy class whenever possible. If employee preference requires a different mode of transportation, the City will only incur the expense of the least expensive mode of travel.

Should an employee choose to drive to a meeting/conference venue instead of flying, the employee will be reimbursed for the price of the plane ticket or mileage, whichever is lower. Additionally, an employee choosing to drive will only be granted the time to accomplish the quickest form of travel. Any additional time off will be subtracted from the employee's annual leave bank.

Lodging expenses shall be reasonable and comparable to the average cost of lodging in the area in which the travel is taking place, or as determined by the City Administrator. Whenever an employee travels with family members, the City will incur no more than the single room hotel/motel rate.

Expenses for meals shall be reasonable and comparable to the average cost of the area in which the travel is taking place, or as determined by the City Administrator. Expenses for alcoholic beverages are not eligible for reimbursement and should be paid for on separate tabs of the meal whenever possible.

2-9. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is the City of Bondurant's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for the City of Bondurant. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- Full-day absences for personal reasons;
- Full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- Full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- The first or last week of employment in the event the employee works less than a full week; and

- Any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability;
- An absence because the City has decided to close a facility on a scheduled work day;
- Absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact the Assistant City Administrator - Administrative Services Director or any other supervisor in the City of Bondurant with whom the employee feels comfortable.

2-10. YOUR PAYCHECK

Employees will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, the City of Bondurant is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of the Assistant City Administrator - Administrative Services Director immediately so the City can resolve the matter amicably.

Paystubs will be delivered via email and may also be viewed and printed from the Employee Shared Services (ESS) portal at https://ess.tyler-incode.com/bondurantia/Account/LogOn?userIsUnauthorized=False&ReturnUrl=%2Fbondurantia.

2-11. DIRECT DEPOSIT

The City of Bondurant requires employees to use direct deposit. Direct Deposit updates can be made using the Employee Shared Services portal @

https://ess.tyler-incode.com/bondurantia/Account/LogOn?userIsUnauthorized=False&ReturnUrl=%2Fbondurantia

Paystubs will be delivered via email and may also be viewed and printed from the Employee Shared Services (ESS) portal at.

2-12. SALARY ADVANCES

The City of Bondurant does not permit advances on paychecks or against accrued paid time off.

2-13. PERFORMANCE REVIEW

Depending on the employee's position and classification, the City of Bondurant endeavors to review performance annually. Typical procedures include the employee submitting a self review prior to the evaluation. A positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the City encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

2-14. RECORD RETENTION

The City of Bondurant acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the City and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the City Administrator to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the City that may have an impact on record retention protocols.

2-15. JOB POSTINGS

To the extent required by law, whenever possible, when a position becomes available, a notice of such an opening will be posted for filling the position. The notice will contain the position title, a brief job description, and minimum hiring specifications.

City of Bondurant is dedicated to assisting employees in managing their careers and reaching their

professional goals through promotion and transfer opportunities. For current employees to be eligible consideration for an open position, the employees must meet the following requirements:

- Maintain a performance rating of satisfactory or above;
- Not be on conduct/performance-related probation or warning;
- Meet the job qualifications listed on the job posting; and
- Provide their current manager with notice prior to applying for the position.

If employees find a position of interest on the job posting website and they meet the eligibility requirements, the application instruction on the posting must be completed in order to be considered for the position.

Any honorably discharged veteran, as defined in Chapter 35C of the Code of Iowa, shall be entitled to preference in appointment, employment and promotion over other applicants of no greater qualifications.

2-16. REDUCTION AND RECALLS IN WORKFORCE

If it becomes necessary in the City's judgment to reduce the number of employees, layoffs will be made by the City based upon the needs of the City, in its sole discretion. The City is not required to take into consideration factors such as on the basis of status, qualifications, length of service and performance evaluations, but on skills and professional attributes needed by the organization. Employees on layoff are not eligible for holidays, vacation, sick leave, or city group insurance programs. City paid medical insurance coverage terminates at the end of the calendar month or as established by the current health insurance plan. However, employees may continue coverage at their own expense (See Continuation of Health Coverage).

An employee must return to work within three workdays of the notification to report to work, or his/her employment will be terminated, unless other arrangements are made with the department head. Employment of employees who are not called back to work within six months will be terminated.

2-17. PRE-EMPLOYMENT AND CONTINUING EMPLOYMENT PHYSICALS

Prospective eligible employees may be required to submit to a pre-employment physical examination by a qualified physician designated by the City. This examination must be completed after a conditional offer of employment is made but prior to the start of employment. The expense of the physical will be borne by the City.

The City may, as required by the City's Worker's Compensation provider, require certain employees to undergo a medical examination every 5 years to demonstrate their ability to continue employment. The expense of the physical will be borne by the City. Any employee refusing to submit to an examination when requested shall be deemed to have voluntarily resigned from City employment.

2-18. ARTIFICIAL INTELLIGENCE

The City recognizes that the use of AI tools can potentially assist employees with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all employees who wish to use AI tools must receive management approval and, if granted, comply with the below best practices.

Evaluation of AI tools. Employees must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Employees should also review the reputation of the tool developer and any third-party services used by the tool. But most importantly, employees **must** receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.

Protection of confidential data. In using any AI tool, employees must not upload or share any confidential, proprietary, or protected data without prior written approval from the immediate manager. This includes data related to customers, employees, or partners. Similarly, employees must ensure any AI tool does not utilize confidential or copyrighted information of a third party.

Access control. Employees must not give access to any AI tools approved for business use to anyone outside the company without prior approval from the immediate manager and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.

Compliance with security policies. Employees must apply the same security best practices we use for all company and customer data. This includes using strong passwords, keeping software up-to-date, and following the City's data retention and disposal policies.

2-19. OPEN DOOR POLICY

All employees have the opportunity to express ideas and opinions to management. The City believes that open communication is essential to a successful work environment, as well as to the City's success. All employees may express ideas and opinions directly to City management. Employees who would like to bring an idea or suggestion to the City's attention, or just simply wishes to discuss an issue not covered by a separate reporting procedure, are always welcome to send an email or make a call to Human Resources.

Section 3 - BENEFITS

3-1. BENEFITS OVERVIEW

In addition to good working conditions and competitive pay, it is the City of Bondurant's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs the City of Bondurant provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Assistant City Administrator - Administrative Services Director. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, the City of Bondurant (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the City intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have general questions regarding benefits, they should contact the Assistant City Administrator - Administrative Services Director. To make changes, file for benefits, COBRA, or find forms, contact Carter Pietzsch at cpietzsch@holmesmurphy.com, 515-381-7449

For coverage questions, Vicky McCoy at vmccoy@ebs-tpa.com, 319-758-8476 or Margie Baxter at mbacter@ebs-tpa.com, 319-758-8459

3-2. PAID HOLIDAYS

The City of Bondurant recognizes the following paid holidays for full-time employees:

- New Year's Eve (close at 12:00 p.m.)
- New Year's Day
- Martin Luther King, Jr. Day

- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Additional Christmas Holiday (close at 12:00 p.m.)
- Christmas Eve
- Christmas Day

Holiday Pay Eligibility and Definitions

- A **"day's pay" is defined as 8 hours** at the employee's **regular straight-time rate** for **non-exempt** employees.
- For **exempt employees**, a "day's pay" is equivalent to the **full length of their regularly scheduled shift** (e.g., 12 hours for Emergency Services).

Holiday Scheduling Rules

- Holidays falling on a **Saturday** are typically observed on the **preceding Friday**.
- Holidays falling on a **Sunday** are typically observed on the **following Monday**.
- Employees whose regular schedule **includes weekends** will observe the **actual calendar holiday** if it falls on a scheduled workday.

Working on a Holiday

- **Non-exempt full-time employees** who work on a holiday receive:
    - Regular straight-time pay for the holiday **(8 hours)**
    - **Overtime pay** for all hours actually worked on the holiday
- **Part-time employees**:
    - Receive no holiday pay if they do not work on a holiday
    - Are paid **overtime for hours worked** on a holiday

Holiday During Leave

If a holiday occurs during a period of approved vacation, sick leave, jury duty, or bereavement leave, the day will be treated as a holiday (paid at straight-time) rather than being deducted from the employee's accrued leave.

Eligibility for Holiday Pay

To qualify for holiday pay, an employee must work or be on approved leave the last scheduled workday before and the first scheduled workday after the holiday.
If absent due to illness, the City may require satisfactory documentation to approve holiday pay.

Holiday Expectations for Exempt Employees

- **Exempt employees** (including Emergency Services personnel) are expected to receive a full day off in observance of the holiday if it falls on their regular schedule.
    - **Example 1**: An Emergency Services employee scheduled for a 12-hour shift on Monday (a holiday) who must work that day is expected to take their next regularly scheduled day off within the same workweek in lieu of the holiday.
    - **Example 2**: An exempt employee who does not work on the holiday because it falls on their scheduled day off is expected to take the next available regularly scheduled workday off in that same workweek.
- If the holiday falls at the end of an exempt employee's workweek, the preceding regularly scheduled workday within that same week should be used as the observed holiday.
- If operational demands prevent an exempt employee from taking a day off within the same workweek, they may work with their supervisor to schedule an alternative day off. While this is a goal, it is not guaranteed.

3-3. PAID VACATIONS

The City of Bondurant appreciates how hard employees work and recognizes the importance of providing time for rest and relaxation. The City of Bondurant fully encourages employees to get this rest by taking vacation time.

Full-time employees are eligible for paid vacation based upon their anniversary dates of hire according to the following schedule. Department Heads receive the vacation accruals as listed below, plus five (5) days, however, no employee will accrue more than 25 days.

Length of Continuous Service	Vacation
One (1) year	10 Days (6.67 Hours Monthly)
Five (5) years	15 Days (10 Hours Monthly)
Ten (10) years	20 Days (13.33 Hours Monthly)
Twenty (20) years	25 Days (16.67 Hours Monthly)

Part-time employees are eligible for vacation pay of five (5) days, earned at 3.33 hours per month.

Terms

Vacation becomes available on the first day of the month after it has accrued. Vacation begins to accrue after thirty (30) days of continuous employment, accrues as of the 10th of each month, and posts to the employee's balance on the second paycheck of each month. Every effort will be made

to grant employees' vacation preferences, consistent with operating schedules. However, if too many employees request the same period of time off, the City reserves the right to determine who may take vacation during that period. The decision will be based on the City's operational needs. Vacation requests must be submitted to managers at least two (2) weeks in advance of the requested vacation dates.

Carryover

Vacation becomes available on the first day of the month after it has accrued. Employees may not accrue vacation time in excess of an amount equal to 150% of the employee's annual eligibility.

Vacation Pay upon Termination

If your employment with the City is terminated for any reason during your first year of service, no vacation is due upon termination. If your employment is terminated voluntarily (not for cause) after your first year of service, you will be paid for unused earned vacation up to the amount equal to 150% of the employee's annual eligibility. If an employee fails to give management a written two (2) week notices (10 business days), all earned vacation time will be forfeited. Pay out rate (up to the maximum vacation allowed to be accrued under this paragraph) is at the employee's current rate of pay. Vacation cannot be taken during a two (2) week notice period.

Accrual of Vacation during Unpaid Leaves

Vacation will not accrue during unpaid leaves of absence.

3-4. SICK DAYS

Full-time employees are eligible to receive up to twelve (12) paid sick days each year, one (1) per month. Part-time employees are eligible to receive up to six (6) paid sick days each year, one half day (0.5) per month. Sick leave begins to accrue after thirty (30) days of continuous employment, accrues as of the 10th of each month, and posts to the employee's balance on the second paycheck of each month. Sick leave does not accrue during any unpaid leave of absence.

Use of Sick Leave

Notification of Absence

Employees must notify their supervisor as early as possible, but no later than one (1) hour before the start of their scheduled workday, if they are unable to report to work due to illness. Supervisors may request a doctor's note to validate an employee's fitness to return to work, based on the circumstances of the absence.

Department-Initiated Sick Leave

A Department Head may place an employee on sick leave if the employee appears unable to safely perform their duties. An evaluation may be required before the employee returns to work.

Use for Family Illness

Sick leave may be used to care for an ill family member, including civil union partners, or for other reasons permitted by law. Employees may also use sick leave for their own illness or injury, or to care for a spouse, parent or in-law, grandparent, grandchild, or step-relative.

Holiday During Sick Leave

If a paid holiday occurs during an approved sick leave, the employee will receive holiday pay, and the day will not be deducted from their sick leave balance.

Accrual and Carryover
Sick leave accrues monthly and becomes available on the first day of the following month. Employees may accrue up to 1,200 hours.

Payout at Retirement
Employees who retire after a minimum of seven (7) years of service and with eligibility for retirement benefits may be paid for 50% of their unused sick leave, up to 150 days (1,200 hours). A minimum of ten (10) business days' notice is required. No payout is provided for separation other than retirement.

Sick Leave Abuse
Abuse of sick leave is not tolerated. If patterns of absenteeism or questionable usage arise, the City may require documentation to verify the need for leave. Supervisors will address concerns in a counseling session, and a plan may be implemented to improve attendance. Continued misuse may lead to disciplinary action, up to and including termination.

Attendance and Punctuality
Consistent attendance is vital to operations. Employees must notify their supervisor directly if they will be absent. Relaying a message through others is not acceptable. Three (3) consecutive days of unreported absences may be considered a voluntary resignation.

3-5. LACTATION ACCOMMODATIONS

The City of Bondurant will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The City will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable. The City may not be able to provide additional break time if doing so would seriously disrupt the City's operations, subject to applicable law. Please consult the Assistant City Administrator - Administrative Services Director with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

3-6. WORKERS' COMPENSATION

On-the-job injuries are covered by the City of Bondurant's Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow the City procedures may affect the ability of employees to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

Steps to take when an issue arises for workers' compensation

1. If the injury is life-threatening, call 911 and seek medical attention immediately.

2. Employees must notify management immediately

3. Call Company Nurse Injury Hotline (888-770-0928) with supervisor present (Group Code IA056).

4. Company Nurse will gather information and help assess proper treatment. Failure to adhere to the evaluator's recommendation could result in disciplinary actions.

5. If the employee needs to be seen by a doctor for a **non-emergency** work-related incident, the following facilities are designated for treatment. In these cases, employees should be transported by a staff member using a City vehicle. **In the event of a life- or limb-threatening emergency, employees should be transported directly to the nearest hospital emergency room.**

a. Exemplar Care - 103 2nd Street NE, Bondurant
b. Ankeny UnityPoint Urgent Care - 3625 North Ankeny Blvd, Ste F
c. Concentra - 2100 Dixon St, Ste E, Des Moines
d. Iowa Methodist Occupational Medicine - Ankeny - 1810 SW Birch Cl, Ste 111
e. Mercy Hospital Emergency - 1111 6th Ave, Des Moines
f. Iowa Methodist Medical Center - 1200 Pleasant St, Des Moines

6. Let Company Nurse know which facility the employee will be going to. They will fax a case notice to the facility, so they know the employee is on their way.

7. Any paperwork received at the facility should be shared with management.

8. Worker's compensation benefits start three days after the facility initial visit.

3-7. JURY DUTY

The City of Bondurant realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; the City is **not required** and will not to pay wages to non-exempt (hourly) employees during jury duty, however, exempt employees will be paid their full salary for any day in which time is missed due to jury duty only if work is performed for the City during such day.

3-8. BEREAVEMENT LEAVE

The death of a family member is a time when employees wish to be with their families. If the employee is full-time and loses a close relative, the employee will be allowed paid time off of up to 4 working days off to assist in attending to obligations and commitments. Obligations and commitments include attendance at memorial services. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, sibling, grandparent, grandchild, in-law versions of the previously listed, and any other relative living in the same household as the employee or any other relation required by applicable law. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, the City of Bondurant may require verification of death. Once an employee has exhausted the bereavement benefit, they may use an additional 3 days of sick leave for obligations and commitments, including attendance at memorial services.

3-9. VOTING LEAVE

In accordance with state and federal voting rights laws, you are allowed to have a block of three continuous hours in which to exercise your right to vote. If your work hours, on a day that the polls are open would not normally allow you to vote, you must make a request in writing, to your supervisor, prior to voting day, for time off to vote. Your supervisor will advise you of the time that you may be off to vote. The City's scheduled workday normally allows an employee the required time to vote either prior to or following his/her work on that day. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

3-10. INSURANCE PROGRAMS

Full-time employees may participate in the City of Bondurant's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

When Coverage Begins

Coverage for eligible employees is effective on the first day of the month following employment. The insurance program, coverage and eligibility will be subject to all terms and conditions of the contract with the insurance carrier selected by the City. Details of the plan are explained in the City group health insurance plan booklet. If you do not elect plan coverage for your dependents within five (5) days of employment, you may do so at a later date subject to the requirements and conditions of the insurance carrier. Please see the Plan booklet for details on enrolling your eligible dependents.

When Coverage Ends

Insurance coverage terminates on the last day of the month following termination or as established by the current health insurance plan. Please review the policy set forth in this handbook regarding continuing health insurance benefits after termination of employment

Upon becoming eligible to participate in these plans, employees will receive summary plan

descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact the Assistant City Administrator - Administrative Services Director with any further questions.

Coverage Types

The city offers the following benefits to it's full time employees. Offerings may change at any time at the discretion of the City of Bondurant.

1. Health Insurance and Prescription Drug coverage: The City pays for the full cost of the employee's coverage and approximately 80% for dependent's cost. The employee is responsible for approximately 20% of dependent coverage cost and employee's share will be auto-deducted from pay bi-weekly (24 periods a year). The City is a member of an insurance consortium and self funds a portion of the deductible.

2. Flexible Spending Account: The City affords its full time employees the ability to contribute amounts from their paycheck towards Health and/or Dependent Care up to the IRS limits. The city does not contribute to these plans and employee contributions will be auto-deducted from pay bi-weekly (24 periods a year).

3. Dental Insurance: The City pays for the full cost of the employee's coverage and approximately 80% for dependent's cost. The employee is responsible for approximately 20% of dependent coverage cost and employee's share will be auto-deducted from pay bi-weekly (24 periods a year).

4. Vision Insurance: The City pays for the full cost of the employee's coverage and approximately 80% for dependent's cost. The employee is responsible for approximately 20% of dependent coverage cost and employee's share will be auto-deducted from pay bi-weekly (24 periods a year).

5. Basic Life and AD&D: The City provides at no cost to the employee a flat benefit amount of $50,000.

6. Voluntary Life By-up: The City affords its full time employees the ability to contribute amounts from their paycheck towards an additional life insurance plan. Coverage amounts are available for spouses and dependents. The city does not contribute to these plans and employee contributions will be auto-deducted from pay bi-weekly (24 periods a year).

Full-time employees are eligible to participate in the Short and Long-Term Disability plan, subject to all terms and conditions of the agreement between City of Bondurant and the insurance carrier. This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

7. Short Term Disability: The City pays for a supplementary benefit that covers 60% of weekly salary, up to $100 in the case of short term disability of the employee. The maximum benefit is 13 weeks, at no cost to the employee.

8. Long Term Disability: The City pays for a supplementary benefit that covers 60% of monthly salary, up to $6,000 in the case of long term disability of the employee.

Open enrollment for all coverage is available annually and life-changing events qualify for changes mid-year to coverage. For greater details about coverage and plans contact the City's Administrative Services Department.

3-11. EMPLOYEE ASSISTANCE PROGRAM

City of Bondurant provides the Employee Assistance Program, which offers qualified counselors to help employees cope with personal problems they may be facing, as well as many other resources.

Employee Assistance Program (EAP)

The City of Bondurant is committed to supporting the overall well-being of our employees and their families. Through our Employee Assistance Program (EAP), you and your immediate family members have access to free and confidential services designed to help manage both everyday and unexpected challenges.

Support Services Available

The EAP provides a variety of resources to help with:

- **Managing stress and anxiety**
- **Coping with grief or loss**
- **Handling relationship or family concerns**
- **Achieving work-life balance**
- **Navigating life transitions**
- **And more**

In addition to personal support, the EAP also offers tools and discounts on major brands and everyday services.

Counseling Services

You and your family members may receive up to three free counseling sessions per year. These can be conducted in person or remotely via phone, video, text, or live chat with licensed professionals.

Legal, Financial, and Identity Theft Resources

- **Legal Assistance: One free 60-minute consultation for issues such as traffic matters, divorce, custody, or landlord/tenant concerns.**
- **Financial Wellness: Up to three 30-minute consultations on topics such as budgeting, debt management, or retirement planning.**
- **Identity Theft: One free 60-minute consultation to assist with restoring your identity if compromised.**

Work-Life Services

The EAP includes access to helpful content including webinars, articles, and live talks on topics such as:

- **Childcare and elder care**
- **Parenting**
- **Education and college planning**
- **Daily living tips and support**

24/7 Access and Confidentiality

Support is available any time-day or night. Your EAP services are 100% confidential and offered at no cost to you.

Contact Information:

- **Phone (U.S.): 800-450-1327**
- **International: 800-662-4504**
- **TTY: 711**
- **Online: Member.MagellanHealthcare.com** ↗
    - **Program Name: Principal Core**

3-12. DEFERRED COMPENSATION (457 B) PLAN

Eligible full-time employees are able to participate in the City of Bondurant's deferred compensation plan, which includes both a Traditional 457(b) plan and a Roth 457(b) option.

- **Traditional 457(b):**
  Contributions are made on a pre-tax basis, which reduces your taxable income for the year. Taxes on both contributions and earnings are deferred until you withdraw the funds in retirement.
- **Roth 457(b):**
  Contributions are made on an after-tax basis, meaning they do not reduce your taxable income in the year of contribution. Since taxes are already paid, qualified withdrawals, including earnings, are tax-free.

The City of Bondurant provides a matching contribution of up to $600 annually to the Traditional 457(b) plan for full-time employees. The match is applied based on employee contributions to the Traditional plan.

Upon becoming eligible to participate in these plans, employees will receive a Summary Plan Description (SPD) that provides comprehensive details about the plans. For additional questions, please feel free to speak with the Assistant City Administrator - Administrative Services Director.

3-13. WELLNESS & MORAL PROGRAM

Wellness

The City of Bondurant is dedicated to promoting good health and overall wellness to all City employees. Healthy employees can result in long-term lower health care and lower Workers' Compensation costs and improved overall productivity. Interested employees can become members of a Wellness Committee. Wellness benefits are available to employees (full-time and regular part-time), elected officials, and family members.

The City may from time to time sponsor activities, which are aimed at improving the overall physical and mental health and wellness of its employees. These activities may be provided at the discretion of the City Administrator and/or any employee committees so established for that purpose. Examples of such activities include but are not limited to: flu shots, dissemination of information, periodic presentations by wellness specialists, group activities, sponsorships of special programs, supplies, etc.

Flu Shots

Employees and elected officials can receive a flu shot free of charge. Family members covered by the City's insurance can also receive a flu shot free for charge.

Tobacco Cessation

While the City encourages all employees to avoid the use of tobacco products, we realize that this can be a difficult and expensive process. In order to help employees cover the costs associated with quitting, the City offers employees a cost-sharing program where the City pays up to $10 per month for up to 6 months per calendar year for the use of prescription or over the counter products that assist in tobacco use cessation.

Special Programming

From time to time, the Wellness Committee will coordinate special programming, such as nutritional education; exercise classes; etc. This programming could be open to all city employees, including paid on call employees, depending on the program.

Wellness Benefits

The City recognizes that the organization is harmed when city employees report to work when ill. Therefore, the City offers sick leave as outlined in the Personnel Policy Handbook in order to promote wellness. Additionally, the City recognizes the value and importance of relaxation and that taking a physical as well as mental break from work promotes wellness and productivity. To that end, the City offers vacation and holidays as outlined in the Personnel Policy Handbook.

Health Screenings

Employees are offered occasional health screenings as part of the wellness program.

Morale

The following guidelines are approved by the Bondurant City Council for the purpose of purchasing flowers and supplies for events.

The City may purchase sustenance supplies for their departments, including plates, cups, utensils, napkins, coffee, tea, water, filters, sweeteners deemed necessary by the department head and bearing the necessity of providing supplies for events, meetings or other activities directly associated with City business activities and events.

The City also may schedule and fund one annual Employee Recognition Event within budgeted guidelines.

As part of the Morale Policy, full and part-time regular permanent employees at the City of Bondurant will be eligible to receive a holiday turkey, contingent upon budget approval in the regular budget process. It's essential to highlight that this provision may be subject to discontinuation at any time, at the discretion of City management. This initiative is designed to enhance morale, foster a sense of community during the holiday season, and is aligned with our commitment to financial prudence and flexibility.

The City may send flowers, a plant, or some other type of physical memorial for the employees or family members of employees, elected officials, appointed officials or former City of Bondurant associates in a similar role who are suffering illness or a family death in the immediate family. Immediate family is designated in personnel policy handbooks, and the gift shall be for a one-time purchase per event. The maximum expenditures shall not exceed fifty dollars ($50) including delivery charges for either event, unless extenuating circumstances occur which are specifically approved by the City Administrator. Each department head is responsible for their department. The City Administrator may approve for others as deemed appropriate.

3-14. IOWA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The Iowa Public Employees' Retirement System (IPERS) is a *defined benefit plan* and has a " *qualified plan*" status under Federal Internal Revenue Code § 401(a). The principal purpose of IPERS is to provide an adequate retirement plan for public employees. Contributions are made to IPERS for an employee's public service by both the member and employer. Employees are required to contribute to IPERS through payroll deductions. An employee's position or job classification determines the contribution rate applied to the member's covered wage.

To create a profile account, designate beneficiaries, find forms, estimate your pension, and more follow the link below.

https://ipersprodmss.v3locity.com/login/home

3-15. BENEFITS TERMINATION

Upon notice of resignation, termination, or retirement being received by the department director, applicable information regarding continuation of insurance coverage, benefits payout, IPERS benefit or refund, final check, and other information can be forwarded to the employee. The Assistant City Administrator - Administrative Services Director can provide information to terminating employees, answer questions, and assist employees; however, it is the employee's responsibility to complete and mail all forms to the applicable agency.

3-16. PROFESSIONAL DEVELOPMENT: TRAINING, CERTIFICATIONS, AND MEMBERSHIPS

The purpose of this policy is to provide employees with professional development opportunities that increase their skills and enhance their contributions to the organization. An employee's work performance is vital to the success of our organization. Providing professional development to our employees is an investment in their careers and our organization's future. Employees are encouraged to continue their formal education through participation in educational programs offered during off-duty/non-working hours. Employees may be eligible to pursue professional development and networking opportunities during duty/working hours of employment, as determined by their department head or the City Administrator. This policy applies to all City employees. The City encourages employees to enhance their knowledge and skills and to network with other professionals. The City recognizes that for development purposes, employees may need to attend training seminars or workshops conducted off-site or join professional associations that will enable them to remain abreast of best practices in their respective fields. This policy is subject to annual budgets established for external training and memberships. This is to assist in performing the essential job functions and increase contribution to the organization.

The City may use any resources available including outside consultants including internal subject matter experts to provide training needs. Department Directors should work to ensure employees are provided the opportunity to receive additional training, certifications and memberships relevant to their current position or a position directly recruited for by the City. Employees and department heads should collaborate to build a continuous professional development culture. It's an employee's responsibility to seek new learning opportunities. It's a department head's responsibility to coach their staff and identify employee development needs.

Training: Training is defined as any work-related program, seminar, conference, convention, course or workshop attended by an employee whose expenses are funded by the City while the employee is in a paid status with the City.

Certification: Certifications indicate competency of a set of standards and must be renewed with continuing education. Certifications also show the employee has the specific knowledge or skills needed to perform a job. Typically, an employee earns these credentials after they have completed their education or continued training.

Memberships: Membership requires a City staff member to belong to an organization or association that is job related. Membership comes with fees or dues paid by the City on behalf of a City program or individual employee to be a member thereof.

Professional development expenses may be paid directly or reimbursed by the City, as dictated by the budget and at the discretion of the City Administrator for the following:

A. Professional exams and exam preparation courses

B. Certificate programs and credentials

C. Courses offered by an accredited institution, including e-learning

D. Workshops, seminars, and conferences

E. Membership in professional organizations

F. Magazine and professional journal subscriptions

All employee development efforts should respect cost and time limitations, as well as individual and departmental needs. Leaves of absence without pay for educational purposes may be granted, at the discretion of the department director and approved by the City Administrator or governing body.

Training & Meetings:

City-sponsored training and meetings relating directly to the workplace should generally be arranged during regularly scheduled work hours. A department director may change the standard work hours to accommodate attendance at these training activities and meetings. Such training shall be recorded as time worked within the meaning of this policy. Attendance at non-mandatory training must be preapproved by your department head.

The department heads and the City Administrator will conduct a training needs assessment as needed. Training programs should be relevant to personal and/or job interests as well as provide the opportunity to interact with peers.

Certifications:

The City may require certifications for applicable positions within the organization for regulatory purposes or as required by law. The employee must maintain the required certifications as part of the terms and conditions of employment. The City may approve professional certification programs for positions within the organization at the discretion of the department head and City Administrator.

Memberships:

Employees may request direct payment or reimbursement for membership dues from a professional association. The association selected must have a direct relationship to the job the employee performs and be approved by the department head.

Professional journals, publications, or magazine subscriptions:

If employees want subscriptions to professional journals, publications, or magazines, they should make a request to their department head.

3-17. EMPLOYEE FITNESS FACILITY USAGE POLICY

Purpose

The City of Bondurant provides an employer-owned fitness facility to encourage employee wellness, reduce health risks, and promote overall well-being. This policy outlines eligibility, access, and appropriate use of the facility by City employees.

1. Eligibility and Access

- The fitness facility is available to all current City of Bondurant employees.
- Use is voluntary and considered a privilege, not a condition of employment.
- Access is permitted outside of regular work hours unless otherwise specified by department policy or supervisor authorization. However, the City may hold wellness events during work hours as part of the wellness program.
- Employees must complete a Facility Use Agreement and Liability Waiver before initial use.

2. General Rules and Responsibilities

- Cleanliness & Equipment Care
    - Users are responsible for wiping down equipment after use and returning all items to proper locations.
    - Report damaged or malfunctioning equipment immediately to the designated facility coordinator?
- Safety & Conduct
    - Employees must exercise caution and use equipment properly.
    - Unsafe behavior, horseplay, or misuse of equipment is strictly prohibited.
    - The City is not responsible for personal injury, illness, or loss of personal property arising from voluntary fitness activity.
    - It is expected for colleagues to be aware of each other and act in the case of an emergency.?
- Attire
    - Appropriate workout clothing and footwear are required at all times.?
- Guests
    - The facility is for employee use only. Guests are not permitted unless approved for special events or wellness initiatives.?

?**3. Hours of Operation**

The facility will be accessible to all employees 24/7. Departments may impose additional restrictions as needed to ensure operational continuity and safety.

4. Employee Use During Paid Work Hours

Except as provided for emergency services employees, use of the fitness facility is not permitted during paid working hours. Employees may use the facility before or after shifts or during meal breaks, with the exception of City sponsored events.

5. Emergency Services Employees (Fire/EMS)

To support physical readiness essential to public safety, the following provisions apply to City of Bondurant Fire and Emergency Medical Services personnel:

- Authorized Use on Duty (outside of supervisor-led training)
    - Fire and EMS personnel are authorized to use the fitness facility for up to one (1) hour per shift during paid time. This includes time for showering and cleanup.?
- Operational Requirements
    - Personnel must remain available for emergency response at all times during workouts.
    - Workouts must not interfere with emergency readiness or station responsibilities.
    - Supervisors may temporarily restrict workout time during high operational demand or emergencies.

- Line of Duty Coverage
  In recognition of the essential role of physical fitness in maintaining operational readiness, participation in approved physical fitness activities by Fire and EMS personnel shall be considered "in the line of duty" under City policy.
  Accordingly, the City affirms that:

  - Physical training undertaken during approved duty time and in accordance with this policy is a required and integral part of maintaining readiness for emergency response.
  - Injuries or fatalities incurred during authorized workouts while on duty may be considered line-of-duty incidents for the purposes of eligibility under the Public Safety Officers' Benefits (PSOB) Program, in accordance with 34 U.S.C. § 10281 et seq., and applicable federal guidance.
  - The City will cooperate with any federal or state agencies in documentation and certification related to PSOB claims arising from such incidents.?

6. Liability and Waiver

All employees must sign the City's Fitness Facility Waiver and Acknowledgment Form, confirming:

- Understanding of the risks associated with exercise;
- Agreement to follow all facility rules;
- Acknowledgment that participation is voluntary and at their own risk (except where expressly designated as line of duty for emergency services).

7. Administration and Enforcement

- The Administrative Services Department shall oversee facility management, access authorization, and policy enforcement.
- Department Heads and Supervisors are responsible for ensuring employee compliance with the provisions of this policy.
- Violations may result in loss of facility privileges and disciplinary action under City policy.

8. Policy Review and Amendment

This policy may be reviewed periodically and amended by City administration as needed to ensure compliance with federal and state law and alignment with organizational wellness goals.

Section 4 - LEAVES OF ABSENCE

4-1. PERSONAL LEAVE

If employees are ineligible for any other leave of absence, the City of Bondurant, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days, or sick days. The City of Bondurant will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the City in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

Upon completion of the personal leave of absence, the City will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the City will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Short-Term Disability Leave of Absence benefits provided through City-sponsored insurance.

4-2. MILITARY LEAVE

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive a military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

In accordance with Iowa Code § 29A.28, the first 30 calendar days of military leave each calendar year shall be without loss of regular pay. This paid leave applies to employees who are members of the National Guard, Organized Reserves, or any component of the uniformed services when they are ordered to state active duty, National Guard duty, or federal active duty.

The employee shall submit a copy of their military orders to the Administrative Services' Office. The dates indicated on the orders will be the basis for counting toward the 30-day entitlement, regardless of the number of days scheduled to work.

The City will continue and pay for health and dental coverage for employees called to active military duty for a period of up to 12 months, with the employee maintaining voluntary deductions.

They should give management as much advance notice of their need for military leave as possible so that the City of Bondurant can maintain proper coverage while employees are away.

4-3. FAMILY AND MEDICAL LEAVE

Employees are entitled to an unpaid leave of absence of up to twelve (12) weeks for in accordance with the Family and Medical Leave Act. The City of Bondurant may require verification of disability. Timely notice of leave is required. Leave runs concurrently with any other leave provided by the City. Employees may use accrued time off for this purpose. For forms and question refer to Jené Jess, the Assistant City Administrator - Administrative Services Director, jnjess@cityofbondurant.com or 515-630-6981.

4-4. LEAVE SHARING/DONATION POLICY

Policy Statement

The City of Bondurant recognizes that employees may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available sick/vacation time. To address this need, all eligible employees will be allowed to donate sick/vacation time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility

Employees who donate sick/vacation time must be employed with the City for a minimum of one year.

Guidelines

Employees who would like to make a request to receive donated sick/vacation time from their co-workers must have a situation that meets the following criteria;

1. Family Health Related Emergency - Critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. For purposes of this policy, an immediate family member is defined as a spouse, domestic partner, child, parent or other relationship in which the employee is the legal guardian or sole caretaker.

2. Other Personal Crisis - A personal crisis of a severe nature that directly impacts the employee. This may include a natural disaster impacting the employee's residence such as a fire or severe storm.

Employees who donate sick/vacation time from their unused balance must adhere to the following

requirements:

1. Donation Minimum - Four (4) hours.

2. Donation Maximum - Forty (40) hours or no more than 50% of your current balance, whichever is less.

Employees who donate time must have sufficient time in their balance and will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Employees can not borrow against future sick/vacation time to donate.

Employees who receive donated sick/vacation time may receive no more than 160 hours (4 weeks) within a rolling 12-month period.

Employees who are currently on an approved leave of absence can not donate sick/vacation time.

Procedure

Employees who would wish to donate sick/vacation time to a coworker must complete a Donation of Sick/Vacation Time Request Form.

All forms should be returned to the City Administrator.

Donated time will be given/received on an hour-for-hour basis.

Approval

Requests to donate sick/vacation time must be approved by the City Administrator. Donation requests which are denied may be appealed to the City Council.

Sick/vacation time donated that is in excess of the time off needed will be returned to the donor. When multiple donors share leave with an employee in excess of the time off needed, returns of time will be based on the percentage of the overall donation allocated by the donor.

4-5. FAMILY AND MEDICAL LEAVE

The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact, Jené Jess, the Assistant City Administrator - Administrative Services Director, jnjess@cityofbondurant.com or 515-630-6981.

I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," the employee must: 1) have been employed by the City for at least 12 months (which need not be consecutive); 2) have been employed by the City for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

II. Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

A. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date the employee uses their family and medical leave. Leave may be taken for any one (1), or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one (1) or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents employees from performing the functions of their job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is

otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five (5) years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the City substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The City will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the City telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) City's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The City may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the City's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the City and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the City of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform the Assistant City Administrator - Administrative Services Director of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the City to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the City's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the City has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the City notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the City and make a reasonable effort to schedule treatment so as not to unduly disrupt the City's operations, subject to the approval of the employee's health care provider. Employees must consult with the City prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the City and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect

to fulfill this obligation, the City may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the City may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the City of the reason why such leave is medically necessary. In such instances, the City and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the City's operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three (3) types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the City with timely, complete and sufficient medical certifications. Whenever the City requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the City's request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. The City will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. The City will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the City (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the City with authorization allowing it to clarify or authenticate certifications with health care providers, the City may deny FMLA leave if certifications are unclear.

Whenever the City deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the City has reason to doubt initial medical certifications, it may require employees to obtain a

second opinion at the City's expense. If the opinions of the initial and second health care providers differ, the City may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the City and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the City may require employees to provide recertification of medical conditions giving rise to the need for leave. The City will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the City with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The City may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the City may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the City may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the City may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA Leave

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the City will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage under the same

conditions as if they had continued to work. Unless the City notifies employees of other arrangements, whenever employees are receiving pay from the City during FMLA leave, the City will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the City upon leave.

The City's obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the City will send a letter notifying the employees that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the City for the cost of the premiums the City paid for maintaining coverage during their unpaid FMLA leave.

IV. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact the Assistant City Administrator - Administrative Services Director. The City is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Assistant City Administrator - Administrative Services Director immediately. The City will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

V. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state, or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the City's other leave policies in this handbook or contact, Jené Jess, the Assistant City Administrator - Administrative Services Director, jnjess@cityofbondurant.com, 515-630-6981.

Section 5 - GENERAL STANDARDS OF CONDUCT

5-1. PUNCTUALITY AND ATTENDANCE

Employees are hired to perform important functions at the City of Bondurant. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

Notification of Absence
Employees must notify their supervisor as early as possible, but no later than one (1) hour before the start of their scheduled workday, if they are unable to report to work due to illness. Supervisors may request a doctor's note to validate an employee's fitness to return to work, based on the circumstances of the absence.

Sick Leave Abuse
Abuse of sick leave is not tolerated. If patterns of absenteeism or questionable usage arise, the City may require documentation to verify the need for leave. Supervisors will address concerns in a counseling session, and a plan may be implemented to improve attendance. Continued misuse may lead to disciplinary action, up to and including termination.

Attendance and Punctuality
Reliable attendance and punctuality are essential to the City's operations. Unnecessary absences and habitual tardiness interfere with workflow, disrupt services, and create inequity among coworkers. Repeated attendance or punctuality issues will not be tolerated and are subject to disciplinary action at the supervisor's discretion. Employees must notify their supervisor directly of any absence. Using a coworker or third party to relay the message is unacceptable. Three (3) consecutive days of unreported absences may be treated as a voluntary resignation.

5-2. USE OF COMMUNICATIONS AND COMPUTER SYSTEMS

The City of Bondurant's communication and computer systems are intended primarily for business purposes; however limited personal usage will not normally lead to discipline if it does not hinder performance of job duties or violate any other City policy, such as social media policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the City of Bondurant systems.

The City of Bondurant may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the City deems it appropriate to do so. The reasons for which the City may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that City operations continue appropriately during the employee's absence.

Further, the City of Bondurant may review Internet usage to ensure that such use with City property, or communications sent via the Internet with City property, are appropriate. The reasons for which the City may review employees' use of the Internet with City property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that City operations continue appropriately during the employee's absence.

The City may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The City's policies prohibiting harassment, in their entirety, apply to the use of City's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the City's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

5-3. USE OF SOCIAL MEDIA

The City of Bondurant respects the right of any employee to maintain a personal blog, web page, or to create a personal account on a social network, X, Facebook and LinkedIn or similar sites. However, to protect City interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as X, Facebook and LinkedIn or similar site, during work time or at any time with City equipment or property, unless it is a repost of a City social media post, such as a job posting, event advertisement, or professional award announcement.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as X, Facebook and LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, X, Facebook and LinkedIn or similar site or on someone else's, if the employee mentions the City and also expresses either a political opinion or an opinion regarding the City's actions that could pose an actual or potential conflict of interest with the City, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the City's position.

Any conduct that is impermissible under the law if expressed in any other form or forum is

impermissible if expressed through a blog, web page, social networking, X, Facebook and LinkedInor similar site. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

5-4. PERSONAL AND COMPANY-PROVIDED PORTABLE COMMUNICATION DEVICES

City of Bondurant-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the City's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a City-provided or personal device, employees must comply with applicable City guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a City-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, City information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of City information. This is the only way currently possible to ensure that all City information is removed from the device at the time of termination. The removal of City information is crucial to ensure compliance with the City's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a City-issued device, the City's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on City business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees should refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before

placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

5-5. INSPECTIONS

The City of Bondurant reserves the right to require employees while on City property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on City or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, purses, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the City or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

5-6. SMOKING

Smoking, including the use of e-cigarettes and chewing tobacco, is prohibited on City premises and in all City vehicles and outside of authorized breaks.

5-7. SOLICITATION AND DISTRIBUTION

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time and in all immediate employment areas. "Work time" is defined as the time the employees are engaged, or should be engaged, in performing their tasks for City of Bondurant. Solicitation of any kind by non-employees on City premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in immediate employment areas and all other working areas of City is prohibited at all times. Distribution of literature by non-employees on City premises is prohibited at all times.

5-8. BULLETIN BOARDS AND EMPLOYEE SHARED SERVICES

Important notices and items of general interest are continually posted on City of Bondurant bulletin boards and Employee Shared Services

https://ess.tyler-incode.com/bondurantia/Account/LogOn?userIsUnauthorized=False&ReturnUrl=%2Fbondurantia.
Employees should make it a practice to review bulletin boards frequently. This will assist employees in keeping up with what is current at City of Bondurant. To avoid confusion, employees should not

post or remove any material from the bulletin board.

5-9. CONFIDENTIAL COMPANY INFORMATION

During the course of work, employees may become aware of confidential information about the City of Bondurant's business, including but not limited to information regarding City finances, pricing, products and new economic development, software and computer programs, marketing strategies, suppliers, personnel records or discipline and customers and potential customers. Employees also may become aware of similar confidential information belonging to the City's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to the City of Bondurant's competitors or general public. Any employee who improperly copies, removes (whether physically or electronically), passes along to be posted to social media, uses or discloses confidential information to anyone outside of the City may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5-10. CONFLICT OF INTEREST AND BUSINESS ETHICS

The City of Bondurant is committed to the highest standards of ethical conduct, transparency, and accountability. All employees are expected to conduct themselves in a manner that protects the public trust and supports the integrity of the City's operations.

This section establishes expectations regarding conflicts of interest, appropriate boundaries between personal and professional matters, interactions with elected officials, and protections for employees who report misconduct (whistleblowing).

A. Conflict of Interest

A conflict of interest occurs when an employee's personal, financial, or professional interests interfere-or appear to interfere-with their duty to act in the best interests of the City. Or when the image, conduct, or communication of an employee of the City creates a conflict with the mission, vision, values, and goals of the City of Bondurant as driven by the Council, Mayor, and City Administrator. Or when communication by the employee could be misconstrued or perceived to be presented in an employee's official capacity. Employees must avoid any activity, relationship, or circumstance that could compromise or reasonably be perceived to compromise impartiality in performing official duties.

Examples of prohibited conflicts include, but are not limited to:

1. **Holding a financial interest** in or accepting free or discounted goods from any vendor, contractor, or entity doing or seeking to do business with the City, where the employee can directly or indirectly influence related decisions.
2. **Simultaneous employment** or serving on a board that impedes operations, undermines the City's goals, or creates an unsafe environment.
3. **Receiving personal financial benefits**-such as commissions, kickbacks, or honoraria-from any person or organization in exchange for City-related influence or access.
4. **Family member involvement** in any of the above circumstances where the employee may benefit or influence outcomes.
5. **Public advocacy or campaigning** using public platforms or communications to campaign for personal advantage in employment-related decisions that do not serve the public interest.

This policy does not prohibit modest business courtesies (e.g., a business meal or promotional item of minor value) that are customary and legal, provided they do not create an actual or perceived conflict and are in compliance with Iowa public employee gift laws.

All employees are required to disclose any real or potential conflict immediately to the Assistant City Administrator or City Administrator.

B. Separation of Personal Interests from City Operations

Employees must maintain a clear separation between personal employment-related matters and the business of the City. Personal employment-related matters include, but are not limited to:

- Work schedule preferences or shift assignments
- Disputes with supervisors or coworkers
- Concerns about grooming, hygiene, or behavior
- Dissatisfaction with standard operating procedures or policies

Employees are prohibited from directly contacting or lobbying elected officials (e.g., City Council members, Mayor) in their capacity as employees regarding these personal matters. These concerns must be addressed through standard organizational channels (e.g., direct supervisor, department head, Assistant City Administrator, city Administrator).

C. Interactions with Elected Officials

Employees may engage elected officials in the following circumstances:

- **In the course of performing job duties**, when the employee's official role requires communication or reporting to elected officials (e.g., presentations at Council meetings, operational updates).
- **As a private citizen**, by contacting the City Clerk to request placement on a City Council meeting agenda.

To request an agenda item, the employee must:

1. Submit a written request to the City Clerk (email or written letter).
2. Clearly identify the topic of public interest to be addressed.
3. If the item concerns a personnel matter, the employee must:
    - Clearly request a closed session discussion under **Iowa Code §21.5(1)(i)**.
    - Understand that the Council must vote to enter a closed session and that the topic must meet the legal criteria to be held in private.

D. Whistleblower Protection

The City of Bondurant strictly prohibits retaliation against any employee who makes a good faith report of wrongdoing, unethical behavior, or legal violations.

Definition of Whistleblower Activity:

Under federal and state law, whistleblowing is the act of reporting information, as an employee, that the individual reasonably believes evidences:

- A violation of law, rule, or regulation
- Gross mismanagement or waste of public funds
- Abuse of authority or unethical conduct
- A substantial and specific danger to public health or safety

Reports may be made to any of the following:

- A direct supervisor
- Assistant City Administrator
- The City Administrator
- The City Clerk (for matters of public concern)
- An appropriate government agency or law enforcement authority

Protection from Retaliation:

Per **Iowa Code §70A.28** and applicable federal laws:

- Employees who engage in whistleblower activity are protected from adverse employment action, including dismissal, demotion, denial of benefits, harassment, or intimidation.
- Any supervisor, Department Head, or official who retaliates against a whistleblower will be subject to disciplinary action, up to and including termination.

Employees are encouraged to document concerns thoroughly and follow the internal reporting process when possible. However, nothing in this policy prevents an employee from exercising their rights under state or federal whistleblower statutes.

E. Enforcement and Accountability

Violations of this policy-whether related to conflicts of interest, inappropriate official interactions, or retaliation-will result in disciplinary action, up to and including termination of employment. Employees are expected to ask questions and seek clarification if they are unsure whether a situation might create a conflict or cross professional boundaries.

For questions, disclosures, or concerns related to this policy, contact the Assistant City Administrator.

5-11. USE OF FACILITIES, EQUIPMENT AND PROPERTY, INCLUDING INTELLECTUAL PROPERTY

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for

repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the City's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the City is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

5-12. HEALTH AND SAFETY

The health and safety of employees and others on City property are of critical concern to the City of Bondurant. The City intends to comply with all health and safety laws applicable to our business. To this end, the City must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the City's premises, or in a product, facility, piece of equipment, process, or business practice for which the City is responsible should be brought to the attention of management immediately.

Periodically, the City may issue rules and guidelines governing workplace safety and health. The City may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines as strict compliance will be expected. Additionally, employees are required to participate and support all facility and work site audits, accident investigation activities,and review accident reports and recommend corrective actions.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident. Anytime an employee is involved in an accident with a city vehicle which involves private property, where there is damage or not, the Sheriff's Department should be called immediately and a report shall accompany an investigation form. If an investigation determines an employee has contributed to the cause if incident by failure to obey laws, department or safety rules and regulations, disciplinary action may result. The Department Head shall provide a written response to any recommendations by a safety committee or an investigator that outlines corrective actions taken by the department.

Employer Investigation Reports are available at https://imwca.org/claims/

Safety Reprimands

Should employees not follow documented safety rules/procedures, the employees will be subject to disciplinary actions up to and including termination. supervisors should make every effort to ensure employees are following safe work practices. The City has developed a progressive disciplinary policy that applies to the safety and heath program, as well as other aspect or this organization as follows. Supervisors may issue verbal warnings to employees that commit minor infractions or

violations of the safety rule or practice. Continued violations or verbal warnings will lead to more stringent action. Supervisors will issue written warnings when an employee repeats minor violations or engages in single serious violations of a rule or practice that could have potentially resulted in injury to themselves, another employee, or property. Should a supervisor believe that either of the two prior examples that qualify for a written warning rise to a more egregious level, they may recommend to the City Administrator disciplinary leave or termination.

Any employee that experiences two or more accidents or workers compensation claims in a five-year period will be provided with a Personal Safety Action Plan by his/her supervisor.

Management and Department Head Safety Responsibilities

Management is responsible for providing a place of employment that is free from recognized hazards that could result in injuries or accidents. Since it is impossible for managers to personally observe all employee activities, management must rely on and assure that all supervisors and employees are trained and aware of their safety responsibilities. Other safety responsibilities for managers include:

1. Provide leadership and direction concerning safety activities.
2. Participate actively in the continuous evaluation of the safety program.
3. Set goals concerning safety performance within your department.
4. Review losses for potential trends on a regular basis.
5. Enforce all safety rules.
6. Participate in facility and work site audits.
7. Participate and support all accident investigation activities.
8. Review accident reports and recommend corrective actions.

Supervisor's Safety Responsibilities

Safety is as much a part of the supervisor's responsibility as is getting the job done efficiently. Among the important safety responsibilities of each and every supervisor are:

1. Familiarize yourself with and enforce the safety rules and regulations that have been established by applicable local, state and federal organizations. These regulations are intended to set minimum standards for safety and the contents of the regulations should be enforced as minimum safety requirements for all activities on City of Bondurant's worksites and facilities.
2. Correct all reported hazards. Operating under known hazardous conditions will not be tolerated.
3. Do not permit new or inexperienced employees under your supervision to work with power tools, machinery or complex equipment without proper instruction and training.
4. Give adequate instructions. Do not assume that an employee knows how to do a job unless you personally have knowledge that the person can perform the task correctly.
5. Ensure tools, equipment and machinery being used in the workplace is in proper working condition. Do not allow the use of unsafe tools or equipment under any circumstances.
6. Ensure that proper personal protective equipment is available and used by employees when necessary or required.
7. Always set a good example in safety, such as wearing the proper safety equipment (safety glasses, hard hats, etc.), following policies/procedures, using seat belts, etc.

8. Consistently enforce the requirements of the organization's safety program and any associated rules or policies.
9. Ensure that all employees have access to a copy of the organization's safety program.
10. Encourage safety suggestions from employees under your supervision.
11. Obtain prompt first aid for injured employees.
12. Participate in accident or incident investigations involving your employees.
13. Conduct audits of all work areas and facilities on a regular basis in an effort to improve housekeeping, eliminate unsafe conditions and encourage safe work practices.

Employee Safety Responsibilities

All employees carry a certain amount of responsibility in any safety program. You must be aware that your actions, mental state, physical condition, and attitude directly affect the safety of yourself and your fellow employees. All employees are expected to:

1. Know your job, follow instructions, and think before you act.
2. Use protective equipment (eye protection, hard hats, gloves, etc.), as the job requires.
3. Work according to good safety practices as posted, instructed, and/or discussed.
4. Refrain from any unsafe act that might endanger yourself or your fellow workers.
5. Use all safety devices provided for your protection.
6. Report any unsafe situation or act to your supervisor immediately.
7. Assume responsibility for thoughtless or deliberate acts that may cause injury to yourself or your fellow workers.
8. Abide by all policies, procedures, rules, etc. associated with City of Bondurant's Safety Program
9. Never operate equipment that you are unfamiliar with or not trained to use. Also, equipment that is defective or in need of repair shall not be used and must be reported to your supervisor.
10. Report all accidents/incidents to your supervisor as soon as they occur. Failure to report any injury or incident may be cause for disciplinary action.

Safety Committees

A safety committee currently consists of all department heads and as the City grows, should be composed of five to seven employees representing each department or division and recognized for their good work, are safety conscious and have familiarity with the overall work area and equipment.

Employees from all work areas are currently present when safety topics are discussed and when incident reviews are conducted. The committees has the following responsibilities:

1. Review accident/injury investigation reports from all departments to see if corrective measures need to be implemented.
2. Ensure that quarterly inspections are conducted in each department's work areas, tools and equipment to identify safety hazards and recommend ways to correct hazards.
3. Coordinate the development of safety rules and safe work methods.
4. Coordinate safety training between departments when possible. This may include films, speakers and exhibits.
5. Report the activities of the committee by sending a copy of their meeting minutes to all

departments for posting where all department employees have an opportunity to review them.

Medical Emergency Procedures

The following actions should be taken in the event of a medical emergency:

1. Call **911**.
2. Make sure site is safe before providing assistance. **Do not attempt rescue alone!**
3. Provide assistance to injured person.
4. Notify Name of Safety Committee Chair or designee at telephone number.

Each building will have emergency contacts and telephone numbers posted in a conspicuous manner.

Incident Reporting and Company Nurse

As a City of Bondurant of the Iowa Municipalities Workers' Compensation Association, City of Bondurant's employees are required to report all potential work-related injuries using Company Nurse. Reporting claims through Company Nurse provides employee's access to 24-hour, 7 days a week claims reporting and medical recommendations (triage) from a registered nurse. This report replaces the *First Report of Injury Form*.

To report a claim through Company Nurse, call 1-888-770-0928 and use group code: IMWCA. Employees that fail to report injuries to Company Nurse within 24 hours may be subject to discipline.

Injury and Incident Reporting and Investigation

Many incidents and injuries occurring in the workplace or that involve equipment and property are preventable. In order to prevent future incidents and injuries, it is necessary to immediately review the circumstances surrounding each incident. Once the primary cause for the incident has been established, action shall be taken to prevent recurrence. An Accident/Injury Investigation Form has been developed to facilitate the investigation. The assigned investigator shall complete this form and a copy will be forwarded to the department head and safety committee as applicable for the following incidences:

1. Any work-related accident resulting in an employee needing medical attention.
2. Any work-related accident resulting in damage to property or equipment.

Anytime an employee is involved in an accident with a city/county vehicle which involves private property, whether there is damage or not, the Police/Sheriff's Department should be called immediately. If the Police/Sheriff's Department is called on an incident, the police report shall accompany the *Investigation Form*.

If the investigation determines an employee has contributed to the cause of an incident by failure to obey laws, department or safety rules and regulations, disciplinary action may result.

The department head shall provide a written response to any recommendations by the safety committee or the investigator that outlines corrective actions taken by the department.

Copies of all incident reports and corrective actions shall be kept on file with a copy of the OSHA 300 log for the year that the incident occurred in.

Employer Investigation Report available at https://imwca.org/claims/

Training and Orientation

The department head or their designee will provide ongoing safety training in the following areas as the need arises:

- New equipment purchases.
- New/changes in operations.
- Identified areas of increased incidents and injury.
- Newly identified areas of exposure.
- Annual refresher training required for each program.

Documentation of Safety Training

Documentation from any training courses attended by employees, supervisors or managers will be kept for recordkeeping purposes. Documentation associated with safety meetings and training will be kept in the City Finance Director's office. Employees who do not attend regularly scheduled safety meetings or training activities will be identified and scheduled to attend make-up training. Documentation will be noted for employees that attend make-up training.

New Employee Safety Orientation

Department heads or their designee will provide an orientation to all new employees to address the hazards of their position. This will include a review of all safety rules, policies/procedures, equipment, etc., that are applicable to the new employee's area of assignment. The new employees will be given an opportunity to ask any relevant questions that may pertain to their assigned duties. Documentation of the safety orientation training for each new employee will be maintained in the City's training platform and employee files.

Hiring Practices

Safety starts with the proper hiring practices to ensure that the person being hired for a position is physically and technically capable of safely performing the task(s).

It is the policy of City of Bondurant that new employees may undergo a pre-placement physical. If necessary, the employee will be directed to the City of Bondurant's designated medical provider. The physician performing the physical shall present an opinion as to the employee's ability to perform the task. The costs of the physical shall be paid by the city.

Job Descriptions

It shall be the responsibility of the department head or their designee to provide a copy of the applicable job description to the physician conducting a pre-placement physical for each new employee undergoing a physical. Each department head shall be responsible for periodically updating all job descriptions within their department to ensure they adequately reflect the requirements of the job.

Medical Services

Designated Physician Policy

The City of Bondurant has designated the following facilities as its workers' compensation authorized treating healthcare provider as provided by law under Chapter 85.39 of the *Code of Iowa*. Employees with a work-related illness or injury will be required to have their initial evaluation with this healthcare provider. If appropriate, and with prior approval from IMWCA, the physician/clinic may make referrals to other specialists.

Type	Name	Address	City
Non-ER	Concentra	2100 Dixon St., Suite E	Des Moines
ER	Mercy Medical Center	1111 6th Avenue	Des Moines
ER	Iowa Methodist	1200 Pleasant	Des Moines
Non-ER	Exemplar Care	88 Paine Cir SE Suite 1	Bondurant
Non-ER	Unity Point Occ Health and Wellness	1810 SW White Birch Circle	Ankeny
Non-ER	Unity Point Urgent Care	3625 North Ankeny Boulevard	Ankeny

If an employee decides to go to another provider without the referral from the authorized treating physician/clinic, the employee will be responsible for all expenses related to those visits. No workers' compensation benefits may be claimed unless seen by the authorized treating physician/clinic.

First Aid

Any injury may be treated by the supervisor or other available personnel in accordance with their individual abilities and the severity of the injury. Each department supervisor or a designee will receive American Red Cross first aid training.

Medical treatment is mandatory for any of the following:

- Severe chest pains
- Traumatic injuries (head injury or severe cut)
- Loss of consciousness or severe dizziness

At least one first aid kit shall be maintained in each occupied building. In addition, a first aid kit shall be located in each vehicle, authorized by medical personnel. It is recommended that kits be inspected on a regular basis, replacing used, missing, soiled, damaged or outdated items. Make sure all employees are advised of the location of the first aid kits. Oral medications such as aspirin, antacids, or salt tablets are not to be provided in these kits.

An eye wash station suitable for quick drenching or flushing of the eyes and body shall be provided within the work area for immediate use if employees are exposed to harmful materials.

Return-to-Work Program

PURPOSE: It is the purpose of this program to provide guidelines for employees injured on the job who are unable to return to his/her regular job classification upon returning to work.

Objectives:

To return employees who are injured on the job to work as soon as possible when there is not a risk of harm to themselves and others.

To minimize financial hardship and emotional stress to the employee who has sustained a work-related injury.
To assist employees in returning to work at a level as close as practicable to his/her pre- injury earnings and productivity.
To retain qualified and experienced employees.
To reduce the cost of disability benefit programs.

POLICY

It is the policy of the City of Bondurant to provide modified or alternate work for employees injured on the job, who are unable to temporarily or permanently return to his/her regular job classifications. Regular modified and alternate work will be provided as available in compliance with the Americans with Disabilities Act (ADA) and Iowa Workers' Compensation Act.

The City of Bondurant will make reasonable accommodations to a disability unless the accommodations would impose an undue hardship on the employer. The disabled employee must be able to perform the essential functions of the job with or without reasonable accommodation. The feasibility of reasonable accommodations shall be determined on a case-by-case basis taking into consideration the employee, the specific physical or mental impairment, the essential functions of the job, the work environment, and the ability to provide accommodations.

For questions regarding the return to work or reasonable accommodation policy, reach out to the Assistant City Administrator.

Temporary Alternate Duty (TAD):

TAD is defined as modified duties or hours assigned to a worker injured on the job, when the physician indicates they can return to work but who are not yet physically capable of handling the entire job duties normally assigned, and his/her work-related injury has not reached maximum medical improvement.

The purpose of TAD is to provide temporary work, within medical restrictions, for employees injured on the job. TAD may be available with medical prognosis indicating that the employees are expected to return to full duty following a course of medical treatment.

If an alternate duty position is available, employees must be provided with TAD as soon as medically feasible. TAD should be consistent with the employee's physical/mental abilities.

Employees in TAD capacity will continue to receive the salary and benefits of his/her job classification. These will be proportionately adjusted in the case of part-time work. Status of TAD assignment should be reviewed after each medical appointment, normally every 7 to 14 days. TAD will not normally exceed three months.

TAD Procedures:

The City of Bondurant City Administrator or Workers' Compensation Designee:

1. Informs physician about the TAD program.
2. Informs employee about the TAD program.
3. Informs workers' compensation claims examiner of employee's availability to the TAD program.
4. Obtains information regarding medical condition of employee from physician(s).

Department Representative and/or Employee's supervisor, along with Workers' Compensation Designee:

1. Develops work assignments on a case-by-case basis, if available, depending on medical restrictions.
2. Develops appropriate TAD assignments, and monitors on-going medical and work adjustment.
3. May meet with injured employees to review TAD status.

Employee:

1. Reviews and signs Return to Work Program Statement of Acknowledgment.
2. When the physician has determined that Maximum Medical Improvement has been reached and the employee is able to perform the essential job duties of his/her job with or without reasonable accommodations, the employee shall return to the job classification and duties held prior to the work injury.
3. When the physician has determined that Maximum Medical Improvement has been reached, and the employee is unable to perform the essential job duties of his/her job with or without reasonable accommodations, the employee will be assigned to a Ninety (90) Day Modified Duty Assignment.
4. An employee assigned to a Modified Duty Assignment will report to in his/her regular department. The employee shall be assigned to do whatever work he/she is able to do, under the restrictions that the physician has placed on the employee.
5. An employee placed on Ninety (90) Day Modified Duty Assignment shall continue to receive the salary and benefits of his/her job classification.
6. During the ninety (90) day period, employees on Modified Duty Assignment will be encouraged and afforded opportunities to bid on or apply for other jobs for which they are able to perform the essential functions of the job.
7. The Administrative Services Department will provide notices of available jobs to each employee on Modified Duty Assignments.
8. At the conclusion of their ninety (90) day Modified Duty Assignment period, employees who have been unsuccessful in obtaining other jobs for which they are qualified and for which they are able to perform the essential functions, shall be laid off. Laid off employees shall be afforded all rights and benefits included in applicable collective bargaining contracts and/or personnel policies in effect at the time of the layoff

?Permanent Restriction Resulting From Personal Injury/Illness:

1. Employees who are off work due to personal injuries or illnesses may be required to complete functional capacity examinations before they can return to his/her former jobs. The cost of such examination will be paid for by the employer.
2. When an employee's personal injury or illness has reached maximum medical improvement and there are restrictions that prohibit the employee from performing the essential functions of the employee's job, The City of Bondurant will return the employee to work in his/her former job if the restrictions can be reasonably accommodated.
3. If the permanent restrictions resulting from an employee's personal injury or illness prohibit

the employee from performing his/her job's essential functions with or without reasonable accommodation, the employee shall be laid off. Laid off employees shall be afforded all rights and benefits included in applicable collective bargaining contracts and/or personnel policies in effect at the time of the layoff.

4. While the employee is laid off and eligible for recall to his/her former job, the Human Resources Department will provide the employee available job notices.
5. The City of Bondurant will assist employees laid off as a result of permanent restrictions to apply for permanent disability from Social Security and IPERS when it is appropriate.

Responsibilities of the Employee:

1. The laid off employee is responsible for notifying the Administrative Services Department of any changes to his/her current mailing address. Job vacancy notices will be mailed to the last address shown on the City of Bondurant records.
2. To determine the appropriateness of the job assignment, the employee who is unable to return to work without restriction is responsible for keeping his Department Head (or the Department Head's designee) informed of the status of the employee's medical condition.
3. If the employee rejects any assignment which is compatible with given medical restrictions, the employee shall not be compensated by City of Bondurant or the City of Bondurant workers' compensation carrier with temporary, partial, temporary total or healing period benefits during the period of refusal (*Code of Io*wa, Section 85.33).
4. The employee assumes responsibility for contacting the Administrative Services Department to apply for available jobs.

Outside Contractors

In hiring short term contractors, the City of Bondurant will require the contractors to submit proof of their safety programs and successful safety training. Before a contractor commences work in a City of Bondurant workplace, the project coordinator and/or supervisor who controls the work area will be responsible for informing all outside contractors of the elements of all safety programs of the city that affect the project.

Contractors who fail to follow safety program requirements will be asked to leave the premises. Contractors with an insufficient program will not be allowed to begin work until their program meets or exceeds the requirements of this program.

Disciplinary Policy

Each employee is required to comprehend and abide by the contents of City of Bondurant Safety Program.

Safety reprimands

Should employees be observed not following documented safety rules/procedures, the employee will be subject to discipline up to and including discharge. supervisors should make every effort to ensure employees are following safe work practices.

The City of Bondurant has developed a progressive disciplinary policy that applies to the safety and health program, as well as other aspects, of this organization. The disciplinary policy is a tool to

ensure enforcement of the rules and procedures for a safe and healthful working environment. The disciplinary policy applies to all employees of City of Bondurant.

Verbal warnings

Supervisors may issue verbal warnings to employees that commit minor infractions or violations of the safety rules or safe work practices. Continued violations or verbal warnings will lead to more stringent action.

Written warnings

Supervisors may issue written warnings for the following:

1. Repeated minor violations of safety rules or procedures.
2. Single serious violations of a rule or procedure that could have potentially resulted in injury to themselves or another employee or could have caused property damage.
3. Activities that could potentially result in injury or property damage.

Disciplinary leave

Supervisors may recommend and management may institute disciplinary leave for the above reasons and the following:

1. A single serious violation of a rule or procedure that results in an injury to themselves, another employee or causes property damage.
2. Repeated violations or non-conformance to safety rules/procedures.

Termination

Supervisors and management may recommend or carry out termination of any employee for repeated serious violations of the above circumstances.

Documentation

The supervisor will maintain records of disciplinary action. Violations of City of Bondurant rules, regulations or procedures will be documented by filling out an Employee Reprimand Report on the employee. The report will state the type of violation and corrective action(s) taken. The employee must read and sign the report acknowledging that they understand the seriousness of the violation.

Department Self-Inspection Checklists

Since the success of any safety program depends on identifying hazards and taking immediate corrective action, quarterly department self-inspections are required. Each department shall develop its own checklist to assist in the inspections. The completed checklist should be submitted to the safety committee and reviewed at the monthly safety committee meetings.

Reporting Unsafe Acts/Unsafe Conditions

All employees are encouraged and required to immediately report any unsafe acts or unsafe conditions

1. Stop work immediately and secure the location or lockout unsafe equipment.
2. Inform immediate supervisor of problem.

3. Complete *Unsafe Conditions Report*.

Personal Protective Equipment

The City will also Personal Protective Equipment (PPE) to employees as appropriate. The Department Head/Employee supervisor is responsible for hazard assessment required for this program. Upon completion of the assessment, the program administrator will select and purchase the needed equipment. The supervisor will then ensure employees are trained on the proper fit, usage and maintenance of the required PPE. The supervisor is also charged with an annual review of the program. Employees shall be trained in PPE usage guidelines, including:

1. What PPE is necessary for each situation encountered in the workplace,
2. How to properly adjust, put on, wear and remove PPE,
3. Limitations of the specific PPE provided by the employer, and
4. Proper maintenance, useful life and disposal of PPE.

General Safety Rules

1. Each employee will be required to comprehend and abide by the contents of this safety program.
2. All accidents, no matter how minor, shall be reported immediately to the supervisor.
3. All hazardous conditions, actions and/or practices shall be reported to the supervisor.
4. Work areas, including the inside and outside of vehicles and buildings, shall be kept clean and orderly at all times.
5. Employees are only to operate equipment/tools that they are trained and authorized to operate.
6. Smoking is prohibited in areas where there is a danger to equipment, materials, coworkers or buildings, or where "No Smoking" signs are posted.
7. Employees must use all safety devices and personal protective equipment provided for their protection.
8. Employees shall wear clothing and shoes suitable for the particular work they are doing.
9. Employees must use assisted lifting devices or obtain assistance from a coworker when lifting heavy objects.
10. Guards are never to be removed except when authorized to make repairs or adjustments. Replace guard immediately upon completion of work.
11. The use of drugs and alcohol during working hours is prohibited. Any employee reporting for work under the influence of alcohol or controlled substances is subject to disciplinary action.
12. Any employee taking prescription drugs or over-the-counter drugs that could impair assigned work shall report this fact to the supervisor as required by the Alcohol and Controlled Substances Policy.
13. Employees shall not engage in practical jokes or horseplay that could result in injury to themselves, others or cause property damage.

Specific Safety Programs and Procedures

Employees will be trained on specific programs and procedures in their departments that may include the following:

1. Personal Protective Equipment
2. Respiratory Protection
3. Hearing Conservation
4. Lockout/Tagout
5. Confined Spaces Entry
6. Hazardous Communications
7. Blood-Borne Exposure Control Plan

Eye and face protection

Suitable eye protectors (safety glasses, goggles, face shields, wire mesh masks, etc.) must be provided where there is potential for injury to the eyes or face from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, body fluids, potentially injurious light radiation or a combination of these. To read the standard go to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9778.

Respiratory Protection

Devices such as dust masks, canister respirators, self-contained breathing apparatus or other such apparatus must be provided to employees that are exposed to harmful dust, fogs, fumes, mists, gases, smoke, sprays, or vapors. Persons working in oxygen deficient or oxygen enhanced atmospheres must also be protected.

Persons using the devices must be fit-tested to the device, tested to see if they are physically able to use the devices, and trained in the use and care of the devices. To read the standard go to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=12716.

Head Protection

Employees working in a location where there is danger of being struck in the head by falling objects or other dangers from above such as electrical hazards must wear head protection. To read the standard go to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9785.

Foot Protection

Persons must have foot and leg protection if their feet are subject to crushing foot injury. The feet must also be protected from puncture by sharp objects, molten metal, hot surfaces, wet and slippery surfaces. This also requires leg protection for persons using chainsaws and other devices that could cause injury to legs. To read the standard for to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9786.

Electrical Protective Equipment

Persons involved in power generating or power distribution construction and maintenance must be protected from shock, electrocution and burn hazards. Appropriate clothing and PPE will be provided based on exposure Gloves, sleeves and fiberglass tools will be inspected by a qualified person. To read the standard go to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9787.

Hand Protection

Workers hands and arms must be protected from cuts, burns, chemicals, bodily fluids and other recognized hazards. Proper hand wear must be selected for the task. Material safety data sheets

specify the type of hand wear needed for handling various chemicals. To read the standard go to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9788.

Occupational Noise Exposure - Hearing Conservation

The noise level of the workplace must be measured to determine if hearing protection is required. Hearing protection must be provided for persons exposed to noise levels exceeding limits set forth in 1910.95.

Employees must be tested for hearing capacity to establish a base line for use when succeeding tests are made. The employer must furnish ear protection that will diminish the noise to acceptable levels. Foam earplugs, ear "muffs", or other suitable method may be used to reduce noise exposure when no other way to reduce the noise level is possible.

Employees' hearing must be tested annually and compared to the base line test to see if the hearing conservation program is effective. If the tests reveal further hearing loss, the employer must make every effort to further reduce the noise level exposure to the employee. To read the standard go to: https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=STANDARDS&p_id=9735.

Water hazards

A U.S. Coast Guard approved life jacket or buoyant work vest is required when there is danger of falling into water at the work site. For emergency rescue operations, boats and ring buoys with at least 90 feet of line are required when working over or on water.

Visibility issues

Class 2 Hi Visibility clothing is required when working in or near the road right-of-way and exposed to traffic hazards. Class 3 Hi Visibility clothing with reflective material designed for high nighttime visibility is recommended for nighttime or low light conditions.

Personal wear items

The employer must furnish all PPE, except personal wear items. Personal wear items worn frequently or daily, such as safety toed footwear or prescription safety glasses are usually purchased by the employee, though the employer may choose to share the cost. Specialized footwear such as steel toed hip boots or other items used infrequently should be furnished by the employer.

Personal wear items should be replaced on a timely basis, e.g., yearly, every second year or whenever the item is damaged as a result of work activity. For example, an employee inspecting on an asphalt-paving project has safety toe shoes ruined by the tack oil and hot mix. This would be abnormal wear and the cost should be born by the employer. These situations should be judged on a case by case basis.

5-13. HIRING RELATIVES/EMPLOYEE RELATIONSHIPS

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, the City of Bondurant may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises,

even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the City. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The City generally will attempt to identify other available positions, but if no alternate position is available, the City retains the right to decide which employee will remain with the City.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

5-14. EMPLOYEE DRESS AND PERSONAL APPEARANCE

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their department head for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well groomed and wearing the proper attire.

5-15. PUBLICITY/STATEMENTS TO THE MEDIA

All media inquiries regarding the position of the City as to any issues must be referred to the Communication and Events Coordinator or City Administrator. Only the Communication and Events Coordinator or City Administrator are authorized to make or approve public statements on behalf of the City. No employees, unless specifically designated by the City Administrator, are authorized to make those statements on behalf of the City. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the City must first obtain approval from the City Administrator.

5-16. OPERATION OF VEHICLES

All employees authorized to drive City-owned or leased vehicles or personal vehicles in conducting City business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on City property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

All employees operating official vehicles, equipment, and personal rental cars on official business and other occupants use seatbelts and shoulder restraints.

Employees operating on and off-road equipment with a Rollover Protective Structure (ROPS) shall use seatbelts when operating the equipment.

Employees are also prohibited from riding in or on parts of a vehicle not designed for human occupancy. This includes but is not limited to pick-up and truck boxes, fenders, steps, and bumpers. This also applies to trailers, ATV dump boxes and lift buckets.

City-owned or leased vehicles may be used only as authorized by management.

Portable Communication Device Use While Driving

Please refer to previous policy section 5-4.

5-17. EXIT INTERVIEWS

Employees who resign are requested to participate in an exit interview with Assistant City Administrator - Administrative Services Director or City Administrator, if possible.

5-18. CODE OF ETHICS AND BEHAVIORAL CONDUCT

Build Trust and Credibility

The success of the City of Bondurant is dependent on the trust and confidence earned from employees, citizens and stakeholders. The city gains credibility by adhering to commitments, displaying honesty and integrity and reaching goals solely through honorable conduct. It is easy to *say* what must be done, but the proof is in *actions*.

When considering any action, it is wise to ask: Will this build trust and credibility for the City? Will it help create a working environment in which the City can succeed over the long term? Is the commitment being made one that can be followed through with? The only way to maximize trust and credibility is by answering "yes" to those questions and by working every day to build trust and credibility.

Respect for the Individual

Everyone deserves to work in an environment where they are treated with dignity and respect. The City of Bondurant is committed to creating such an environment because it brings out the full potential in everyone, which, in turn, contributes directly to success.

All City of Bondurant employees are also expected to support an inclusive workplace by adhering to the following conduct standards:

- Treat others with dignity and respect at all times.
- Address and report inappropriate behavior and comments that are discriminatory, harassing, abusive, offensive or unwelcome.
- Foster teamwork and employee participation, encouraging the representation of different employee perspectives.
- Seek out insights from employees with different experiences, perspectives and backgrounds.
- Avoid slang or idioms that might not translate across cultures.
- Support flexible work arrangements for co-workers with different needs, abilities and/or obligations.
- Confront the decisions or behaviors of others that are based on conscious or unconscious biases.
- Be open-minded and listen when given constructive feedback regarding others' perception of

your conduct.

Create a Culture of Open and Honest Communication

At the City of Bondurant everyone should feel comfortable to speak his or her mind, particularly with respect to ethics concerns. Management has a responsibility to create an open and supportive environment where employees feel comfortable raising such questions. Everyone benefits tremendously when employees exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right times.

5-19. PROCUREMENT POLICY

Purpose

This policy establishes consistent and transparent procurement standards to ensure sound business judgment is used when acquiring goods, services, construction, and equipment. The policy aims to ensure purchases are made efficiently, economically, and in compliance with applicable federal and state laws, including Chapters 26 and 73 of the Iowa Code, and all other applicable sections. It also ensures alignment with federal grant standards under 2 CFR Part 200, including the requirement to report violations of federal criminal law (2 CFR § 200.113), and to administer federal funds fairly and professionally (2 CFR § 200.112).

Application

This policy applies to all procurement activities for supplies, equipment, construction, and services that involve federal funding. In cases where federal, state, or local requirements differ, the stricter requirement will apply.

Reporting Requirements

Departments and employees must promptly report, in writing, any known or suspected violations of federal criminal law involving fraud, bribery, or gratuity related to a federal award. Reports must be submitted to the City Auditor or Assistant City Administrator, who will notify the appropriate federal agency.

Conflict of Interest

Employees, officers, or agents involved in procurement must avoid actual or apparent conflicts of interest. No employee or associated individual (including immediate family or partner) may benefit from a contract award. Gratuities or favors from contractors or vendors are strictly prohibited. Violations may result in disciplinary action, including termination.

Procurement Methods

Procurement must use one of the following methods based on the value and nature of the acquisition:

A. Micro-Purchases (? $15,000)

- No competitive quotes required if the price is reasonable.
- Distribution of purchases among qualified vendors is encouraged.

B. Small Purchases (? $250,000)

- Requires quotes from an adequate number of qualified sources.

C. Sealed Bids

- Used when selection based on price is feasible.
- Publicly solicited; bids must be opened publicly and awarded to the lowest responsive and responsible bidder.

D. Competitive Proposals

- Used when sealed bids are not suitable.
- Publicized RFPs must outline evaluation factors.
- Proposals are evaluated to identify the most advantageous offer.

E. Noncompetitive Proposals

- Used only in specific cases: sole-source, emergency, lack of competition, or written approval from the funding agency.

Contracting with Diverse Businesses

Efforts must be made to include small, minority-owned, women-owned, and labor surplus area firms. These include maintaining solicitation lists, dividing contracts for accessibility, adjusting delivery schedules, and working with the SBA or Minority Business Development Agency.

Contract Pricing Requirements

- Cost-plus-percentage methods are prohibited.
- Cost/price analysis must be conducted for all procurements.
- Profit must be negotiated separately and fairly in non-competitive situations.

Procurement Records

All records must document the rationale for procurement methods, contractor selection, pricing, and contract type. Federal agencies may request pre-procurement reviews under specific circumstances.

Awarded Contracts

- Contracts cannot be awarded to parties debarred or suspended (check SAM.gov).
- Contracts must include all federally required clauses per 2 CFR § 200.326 and Appendix II.

Micropurchasing Practices

- Purchases must be supported by receipts and coded to budget lines.
- Department heads or designated staff authorize and document purchases.
- Preference is given to local vendors unless unavailable, uncompetitive, or impractical due to time or emergency.

Approval Process

- Department Heads authorize routine purchases.
- The City Administrator approves purchases over $5,000.
- City Council approval is required for purchases exceeding $15,000.

Petty Cash Use

- Limited to purchases under $50.
- Requires Department Head approval and receipts.
- Special event use must follow specific cash-handling protocols.

Ongoing Purchases

Items or services that are regularly billed, sole-sourced, or contractually obligated are treated as ongoing purchases. These include postage, utilities, payroll, fuel, training, legal publications, and credit card payments. A full list is maintained and updated with City Council approval.

5-20. CREDIT/PROCUREMENT CARD POLICY

Purpose

The purpose of this policy is to authorize the use of City-issued credit cards by designated employees for legitimate City business purchases. This policy ensures that all transactions are conducted in accordance with the City's purchasing and financial procedures, supported by appropriate documentation, and subject to regular audits for transparency and accountability.

General Provisions

City credit cards may be issued to directors and above, as well as to other employees who have been designated by their Department Head and approved by the City Administrator. Each credit card will be issued in the name of the employee and must include the City of Bondurant identifier.

Directly issued cards must be secured by the named employee and used solely for authorized City expenditures. Cards issued for shared or occasional use will be stored securely in the Finance Director's office and checked out as needed. Any lost or stolen credit cards must be reported to the Finance Director immediately.

Only original, itemized receipts are acceptable for substantiating purchases. Missing, altered, or incomplete receipts may require the employee to reimburse the City for the associated charges.

Credit Limits

Each credit card will have an assigned credit limit, typically ranging from $3,000 to $5,000, based on the operational needs and spending authority of the cardholder.

Card Assignment and Use

City-issued credit cards may be assigned to the following:

- Directors and above - ($5,000 limit).
- Employees designated by their Department Head and approved by the City Administrator - ($3,000 limit)

Cardholders are responsible for the security and proper use of the credit card issued in their name. Cards assigned to designated employees will be maintained by the Finance Director and checked out on an as-needed basis.

Authorized Uses
Credit cards may only be used for the following approved purposes:

- Purchases that comply with the City's Procurement Policy.
- Payments requiring immediate processing when issuing a check is not feasible.
- Pre-approved non-budgeted purchases.
- Authorized expenses related to training, education, travel, lodging, transportation, and meals (excluding alcohol and with gratuities not exceeding 20%) in accordance with the City's Training, Education, and Travel Policy.
- Online purchases when no other form of payment is accepted, with prior approval for non-budgeted items.
- Emergency maintenance or equipment for City vehicles.

Prohibited Uses
Credit card use is strictly prohibited for:

- Personal expenses.
- Cash advances.
- Purchases without proper documentation or required prior approval.

Receipt and Documentation Requirements

- All receipts must be submitted promptly to the Finance Department.
- Receipts must be detailed and include the approving Department Head's initials and the appropriate expense code.
- Failure to provide original, detailed receipts will result in reimbursement obligations.
- Any charge lacking a valid receipt is the responsibility of the cardholder.

Security and Accountability
Cardholders must ensure the credit card is safeguarded against loss or misuse. Misuse of the credit card, failure to report a lost or stolen card, or use for personal expenses may result in disciplinary action, including termination. Employees will not be held responsible for unauthorized charges made after a card has been reported lost or stolen.

Cardholder Agreement
Prior to issuance, each cardholder must sign an agreement acknowledging their responsibility for appropriate use and security of the card. Upon an employee's separation from the City, whether voluntary or involuntary, the card must be returned to the Finance Department immediately for cancellation and reconciliation of all outstanding charges.

Purchasing Procedures
Credit card purchases may be made via phone, fax, or secure internet platforms. Cardholders must ensure secure handling of all payment information and request itemized receipts that detail the total charges, including taxes and shipping. Documentation must accompany the goods or be submitted

upon purchase.

5-21. REFERENCES

The City of Bondurant will respond to reference requests through the Administrative Services Department. The City will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Please refer all requests for references to the Administrative Services Department.

Only the Administrative Services Department may provide references.

5-22. IF YOU MUST LEAVE US

Should any employees decide to leave the City, we ask that they provide a Supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated. All City, property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of the City's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the City (through payroll deduction, if lawful) for any lost or damaged City property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

5-23. A FEW CLOSING WORDS

This handbook is intended to give employees a broad summary of things they should know about the City of Bondurant. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, the City of Bondurant, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the City or its personnel policies and practices.

5-24. WORKPLACE CONDUCT

City of Bondurant endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the City's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing City of Bondurant property or a co-worker's property, and/or disclosure of confidential information.

3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of City of Bondurant's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of City of Bondurant's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on City property.
11. Willful or careless destruction or damage to City assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of City of Bondurant's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of City of Bondurant policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and City of Bondurant reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The City will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, City of Bondurant will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

The City strives to create a positive, inclusive, and collaborative environment, and understands that differences between department heads and employees can arise. Solutions to those differences should be pursued in earnest and resolved based on honesty, common sense, and fair play. Whenever possible, differences should be resolved between the parties involved by the parties. It is the responsibility of every employee of the City of Bondurant at all levels to communicate and collaborate to overcome obstacles. Should differences not be resolved between the parties, it is important to collaborate with the City Administrator.

5-25. CASH MANAGEMENT AND INTERNAL CONTROL POLICY

Purpose
This policy establishes the framework for managing the financial operations of the City of Bondurant. It outlines procedures and internal controls to safeguard City funds, ensure transparency, and maintain compliance with all applicable laws. The Finance Director, as the City's chief financial and accounting officer, is responsible for administering and enforcing this policy.

Objectives
This policy supports the following objectives:

- Compliance with all applicable federal, state, and local laws.
- Adherence to generally accepted accounting principles (GAAP).
- Fulfillment of statutory financial obligations, including retirement and trust funds.
- Maximization of interest earnings through responsible investment, per the City's Investment Policy.
- Effective budget administration and financial reporting.
- Competitive procurement of banking services.
- Timely reconciliation of financial transactions.
- Oversight of cash handling and transaction integrity.
- Processing of payroll and accounts payable across all departments.
- Preparation of monthly financial reports for elected officials.
- Accurate payroll processing and reporting.
- Management of accounts receivable, including utility billing.
- Integration of audit findings into financial practices.

Internal Controls and Cash Handling Practices
To ensure proper custody and accounting of City funds:

- All incoming funds must be recorded at the time of receipt, and a receipt issued to the payer.
- Cash, coins, and checks must never be left unsecured or accessible to unauthorized persons.
- Checks must be payable to the City of Bondurant; third-party or endorsed checks are not accepted.
- Post-dated checks will not be accepted.
- No employee may process a transaction involving themselves, especially for payments of a personal nature. These transactions must be processed by another authorized employee to maintain objectivity and accountability.
- All employees must pay for their own purchases (e.g., concessions or merchandise) and may not handle the corresponding payment.
- Lending City funds to employees or the public is strictly prohibited.
- Purchases may not be made using collected funds or starting cash; all purchasing must follow established policies.

Event Cash Handling Procedures

- An event-specific folder must be created in the shared administrative drive.
- A petty cash voucher must be prepared and signed by both an approver and a witness (neither may be the cash handler).
- Two copies of all receipts must be issued-one for the customer and one for City records.
- Cash must be secured in a locked box at all times.
- The original handler must enter all proceeds into the cashiering system the next business day.
- A second employee must count and verify returned funds against the original voucher.
- All documentation must be scanned into the event folder and retained per the records retention schedule.
- A warrant request must be completed for any pass-through disbursements, and payment processed through regular accounts payable and submitted for Council approval.

Deposits and Department Practices

- All receipts must be deposited daily into a City Council-approved financial institution. The employee who receives funds may not also make the deposit.
- ACH and credit card transactions are receipted and processed similarly.
- Departments must reconcile all cash drawers and boxes daily.
- Change funds must be locked and secured.
- Deposits should be accompanied by reconciliation documentation and submitted to the Administration Department.
- Night deposits must be conducted by two employees for safety.

Starting Cash and Change Funds

- Change funds are regulated by City Code §3-1-3(D).
- Funds must not be removed from deposits to supplement change or starting cash.
- Requests for additional or seasonal starting cash must go through the City Clerk.
- All departments must return seasonal starting cash at the end of their operational period.

Accounts Payable

- Claims are entered for approval by the Thursday preceding a City Council meeting.
- Payments may only be made prior to Council approval when authorized by resolution, except for ongoing purchases or contract services necessary for daily operations. While these payments do not require prior approval, they must be included in the claims list submitted on the Council agenda for review and documentation.
- All City-issued checks require two signatures, City Administrator and City Clerk .
- Voided checks are recorded, secured, and later destroyed according to the records retention policy.
- 1099 forms will be prepared and submitted per federal regulations.

Transfers and Purchasing Cards

- All fund transfers must be authorized by the Finance Director and approved by the City Council, whether budgeted or not.
- Purchasing cards may be issued upon request by a Department Director, with limits based on need. Cardholders must comply with the City's Purchasing Card Policy.

Credit Accounts and Petty Cash

- Vendor credit accounts are limited; any required credit application must be approved by the Finance Director.
- A $260 petty cash fund is maintained under City Code §3-1-3(C), managed by the Finance Director. It is not for personal use or unreceipted expenses. Only authorized individuals may access the fund.

Payroll

- Employees must submit accurate, approved time cards by 10:00 a.m. on the Monday before payday.
- Payroll is processed biweekly via ACH.
- All changes to payroll must be submitted through designated channels; employees may not adjust their own records.

Bank Information and ACH Transfers

- No bank account or routing information may be shared via phone, email or internet without Finance Director approval.
- ACH and wire transfers require Finance Director authorization. Designated staff may process routine transactions under supervision.

Collections and Write-Offs

- The City will use all available methods to collect past-due funds, including third-party agencies, income offsets, and liens.
- Uncollectable debts may be written off in accordance with the bad debt and write-off policy and reversed in the accounting system. Recovered funds will be treated as new revenue.

Returned Checks

- A $10 fee applies to returned checks.
- Business with individuals or entities with unresolved returned checks is suspended until repayment.
- Repeat check writers may be required to use alternate payment methods.
- After 30 days, unresolved checks may be referred to collections.

Policy Review
This policy is subject to revision as needed to reflect operational or regulatory changes.

Section 6 - EMPLOYMENT POSTERS

6-1. MINIMUM WAGE

EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

FEDERAL MINIMUM WAGE

$7.25 PER HOUR

BEGINNING JULY 24, 2009

STATE AND LOCAL GOVERNMENT EMPLOYEES

OVERTIME PAY

At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

Law enforcement and fire protection personnel: You may be paid overtime on the basis of a "work period" of between 7 and 28 consecutive days in length, rather than on a 40-hour workweek basis.

COMPENSATORY TIME

Employees may receive compensatory time off instead of cash overtime pay, at a rate of not less than 1½ hours for each overtime hour worked, where provided pursuant to an agreement or understanding that meets the requirements of the Act.

EXEMPTIONS

The Act does not apply to persons who are not subject to the civil service laws of State or local governments and who are: elected public officials, certain immediate advisors to such officials, certain individuals appointed or selected by such officials to serve in various capacities, or employees of legislative branches of State and local governments. Employees of legislative libraries do not come within this exclusion and are thus covered by the Act.

Certain types of workers are exempt from the minimum wage and overtime pay provisions, including bona fide executive, administrative, and professional employees who meet regulatory requirements.

Any law enforcement or fire protection employee who in any workweek is employed by a public agency employing less than 5 employees in law enforcement or fire protection activities is exempt from the overtime pay provisions.

YOUTH EMPLOYMENT

16 years old is the minimum age for most occupations. An 18-year old minimum applies to hazardous occupations. Minors 14 and 15 years old may work outside school hours under certain conditions. For more information, visit the YouthRules! Web site at www.youthrules.dol.gov.

ENFORCEMENT

The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA's child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

ADDITIONAL INFORMATION

- Some state laws provide greater employee protections; employers must comply with both.
- Employees under 20 years of age may be paid a youth minimum wage of not less than $4.25 an hour during their first 90 consecutive calendar days after initial employment by an employer.
- Employers are required to display this poster where employees can readily see it.

The law requires employers to display this poster where employees can readily see it.

WHD
WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

6-2. FMLA

EMPLOYEE RIGHTS
UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

BENEFITS & PROTECTIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division

WHD WAGE AND HOUR DIVISION

6-3. OSHA

OSHA® Occupational Safety and Health Administration

Job Safety and Health
IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request a confidential OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Notify OSHA within 8 hours of a workplace fatality or within 24 hours of any work-related inpatient hospitalization, amputation, or loss of an eye.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

On-Site Consultation services are available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.

Contact OSHA. We can help.

1-800-321-OSHA (6742) • TTY 1-877-889-5627 • www.osha.gov

6-4. POLYGRAPH

EMPLOYEE RIGHTS

EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS

Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS

Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits polygraph (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.

EXAMINEE RIGHTS

Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT

The Secretary of Labor may bring court actions to restrain violations and assess civil penalties against violators. Employees or job applicants may also bring their own court actions.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.

WHD
WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

6-5. TITLE VI

Bondurant
Life Connecting

Human Resources EEO Statement

The City of Bondurant provides equal employment opportunities to all employees and applicants for employment and prohibits discrimination and harassment of any type without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state or local laws. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Human Resources ADA Statement

Pursuant to the Americans with Disabilities Act (ADA) Amendments Act of 2008 (ADAAA), Titles I and II of the ADA of 1990, and Sections 503 and 504 of the Rehabilitation Act of 1973, The City of Bondurant has a commitment to making its services a facilities accessible to all segments of our community.

Human Resources VI Statement

The City of Bondurant endeavors to ensure that no person shall, on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The City of Bondurant further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

200 2nd St NE
Bondurant, IA 50035

515-630-6981

jnjess@cityofbondurant.com

Jené Jess, Finance Director & Title VI & ADA Coordinator

GENERAL HANDBOOK ACKNOWLEDGMENT

This Employee Handbook is an important document intended to help employees become acquainted with the City of Bondurant. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the City's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

I have received and read a copy of the City of Bondurant's Employees Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the City at any time.

I further understand that my employment is terminable at will, either by myself or the City, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of the City of Bondurant other than The City Council may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the City's Employee Handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

RECEIPT OF NON-HARASSMENT POLICY

It is the City of Bondurant's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by the City of Bondurant.

The purpose of this policy is to ensure that no one harasses another individual in the workplace, including while on City premises, while on City business (whether or not on City premises) or while representing the City. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

Employees are encouraged to express their objection to behaviors that could constitute sexual harassment to the person engaging in the behavior. If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the City Administrator. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact any member of management. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy, such as the Mayor or a member of Council.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the City will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

I have read and I understand the City of Bondurant's Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 9.d.
For Meeting of 12/1/2025
Discussion Item

TITLE: CY26 Council Appointments

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: Each year, the City Council reviews and updates its committee and board appointments for the upcoming calendar year. These appointments ensure Council representation on regional boards, advisory bodies, and intergovernmental organizations that support Bondurant's strategic goals and daily operations.

In preparation for Calendar Year 2026 appointments, Council is asked to review the current assignments, consider areas of interest, and evaluate opportunities to broaden experience and representation across various committees. Mayor Elrod has encouraged Council Members to reflect not only on their existing service but also on the potential benefit of trying new appointments to support a well-rounded and knowledgeable governing body.

This item is scheduled for discussion only. Formal appointment resolutions will be placed on the December 15, 2025, agenda and/or the first meeting in January for adoption.

A summary of current (2025) appointments and the roster for the 2026 appointment cycle has been provided for reference.

City Council Terms & Appointments: Annual Summary			
Position/Committee	**Meeting Dates**	**Last Year's Appointment (2025)**	**Upcoming Year Appointment (2026)**
Mayor Pro Tem		Sillanpaa	
Convention & Visitors Bureau (CVB)		McKenzie, Driscoll	
DART	1st Tuesday @ Noon	McKenzie, Elrod	
Parks & Recreation Board	3rd Thursday @ 6:00 p.m.	Peffer	
Planning & Zoning Commission	2nd Thursday @ 6:00 p.m.	Sillanpaa	
Chamber/BDI	2nd Tuesday @ 8:30 a.m.	Cox	
Library Board	1st Wednesday @ 6:00 p.m.	Cox	
Polk Co. Emergency Management	3rd Wednesday @ 2:30 p.m.	Elrod, Krueder, Oliver, Sillanpaa	
EPIC		Cox	
Metro Waste Authority	3rd Wednesday @ 5:45 p.m.	Peffer, Driscoll	
Metropolitan Planning Organization (Policy)	3rd Thursday @ 4:00 p.m.	Elrod, Oliver	
Metropolitan Planning Organization (Tech)		Pezley, Murray	
Wastewater Reclamation Authority		Cox, Driscoll	
Wastewater Reclamation Authority (Tech)		Horton, Bergeson	
Metro Advisory Council		Sillanpaa, Driscoll	
BRAVO		Driscoll, Cox	
Polk Co. Joint 911		Kreuder, Oliver	
MIALG		Elrod	
Bondurant Community Foundation		Peffer	
ICON		McKenzie, Sillanpaa	
Mayor Doug Elrod	Term Expires 2030		
Council Member Tara Cox	Term Expires 2027		
Council Mmeber Angela McKenzie	Term Expires 2027		
Council Member Chad Driscoll	Term Expires 2027		
Council Member Matt Sillanpaa	Term Expires 2030		
Council Member Dennis Lyman	Term Expires 2030		

FUNDING SOURCE: NA

STAFF RECOMMENDATION:

Discussion only. No action required at this meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Council Appointments

Position/Committee	Meeting Dates	Last Year's Appointment (2025)	Upcoming Year Appointment (2026)
Mayor Pro Tem		Sillanpaa	
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