[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 15, 2025

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on December 15, 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 December 1, 2025, City Council Meeting Minutes
   b. Claims List and Treasurer's Report
   c. Applications for Council Approval
   d. Receive & File - BES November Monthly Report
   e. - Resolution approving action to order construction and set date of letting and public hearing for the SE Trunk Sewer Project
   f. - Resolution approving perpetual and temporary easement document for the SE Trunk Sewer Project
   g. - Resolution approving appointments to the BRAVO Board for CY26
   h. - Resolution approving appointments to the Des Moines Convention and Visitors' Bureau Board of Directors
   i. - Resolution approving City Council Meeting Dates for Calendar Year 2026
   j. - Resolution selecting persons to serve as Commissioner and Alternate for the Des Moines Regional Transit Authority (DART) for Calendar Year 2026
   k. - Resolution approving Appointments to Des Moines Area MPO and Des Moines Area MPO's Transportation Technical Committee
   l. - Resolution approving appointments to the Polk County Joint E911 Service Board for Calendar Year 2026

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.

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m. - Resolution appointing a Representative and alternates to Eastern Polk Innovation Collaboration (EPIC)

n. - Resolution approving appointments to the ICON Board for CY 2026

o. - Resolution approving appointments to the MWA Board for CY 2026

p. - Resolution designating the Official Newspapers of Record for 2026

q. - Resolution appointing a representative and alternate representative to the Polk County Emergency Management Commission

r. - Resolution approving appointments for City Legal Services for Calendar Year 2026

s. - Resolution approving appointments to the WRA Board and Technical Committee for CY 2026

t. - Resolution designating the Official Depositories for 2026

u. - Resolution approving Change Order No. 3 to RW Excavating Solutions LC for the Parkside Trail Connection Project in the amount of (-$30,024.60)

v. - Resolution approving pay request no. 5 to RW Excavating Solutions for the Parkside Trail Connection Project in the amount of $727.50

w. - Resolution approving pay request no. 6 (Release of Retainage) to RW Excavating Solutions for the Parkside Trail Connection Project in the amount of $13,884.45

x. - Resolution Approving Employee Handbook Updates

y. - Resolution Approving Updates to the Captain FIRE/EMS Coordinator Job Description

z. - Resolution Approving Changes to the Finance Director Job Description

aa. - Resolution Approving Wage Range Adjustments for FY27

bb. - Resolution approving Pay Request No. 1 to Core Construction Services, LLC for the Bondurant Parks & Recreation Event Center Facility Renovation (The Station) in the amount of $99,024.39

cc. - Resolution approving Pay Request No. 2 to Core Construction Services, LLC for the Bondurant Parks & Recreation Event Center Facility Renovation (The Station) in the amount of $99,024.39

dd. - Resolution appointing a representative to the Friends of the Chichaqua Valley Trail (CVT)

ee. - Resolution approving a grant agreement with Bravo Greater Des Moines in the amount of $50,000 for implementation of the Grain Silo

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Mural at Silo Commons

ff. - Resolution rejecting all proposals received related to the Grain District Tourism & Economic Impact Feasibility Study

gg. - Resolution Extending the Moratorium related ot the Temporary Suspension of Accessory Dwelling Unit (ADU) Approvals

hh. - Resolution approving pay request no. 1 to James Construction LLC for the 5th Court, NW Stormwater Project in the amount of $26,922.00

ii. - Resolution Setting Date for Public Hearing on Designation of the Expanded Bondurant Urban Renewal Area and on Urban Renewal Plan Amendment

jj. - Resolution approving a professional services agreement with Shive-Hattery in the amount of $2,953,000 for design, construction, and other engineering services related to the 32nd Street, SE and new north/south corridor project

kk. - Resolution approving proposal from Bell Brothers Heating and Air Condition in the amount of $17,844 for the purchase and installation of three AprilAire E-100 E-Series dehumidifiers at City Hall

6. Guests requesting to address the City Council

7. Action Items

   a. O-251201-229 - Second and possible third (final) Reading of 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

   b. - (First Reading) Ordinance amending various sections of the Bondurant Municipal Code to update publication and public notice requirements to four (4) and twenty (20) days in compliance with the 2025 Iowa Acts

   c. - (First Reading) Ordinance approving and establishing a water wheeling cost recovery policy and methodology

   d. - Resolution approving Seasonal Decor Contract with MidAmerican Energy Company

8. Discussion Items -

   a. - Discussion and possible consideration of resolution approving Occupational Health Services Review and Consideration of Employer Services Agreement with Exemplar Care

9. Reports / Comments and appropriate action thereon:

   a. Mayor

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b. Council Members

c. Administrator

d. Directors

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

11. 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.

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**A virtual meeting was offered.*

BONDURANT CITY COUNCIL
Minutes
December 1, 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, Assistant City Administrator Jene Jess, Public Works Director John Horton, Library Director Michell Klinker-Feld, Fire Chief Aaron Kreuder, City Planner Isaac Pezley

2. Call to Order and Declaring a Quorum

   Mayor Elrod 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 Peffer, seconded by McKenzie, to approve the agenda. Vote on Motion 5-0. Motion carried.

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. R-251201-341- 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. R-251201-342- 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. R-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

i. R-251201-344- Resolution approving extension of Lease Agreement with Twist for lease of the concrete pad space at 108 1st Street, SW

j. R-251201-345- Resolution authorizing the disposal of Surplus Property — BES Items

k. R-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 $558,617.56

l. R-251201-347- 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. R-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

n. R-251201-349- Resolution approving the Annual Finance Report to the State of Iowa for FY25, and Receiving and Filing for Audit

o. R-251201-350- Resolution approving pay request no. 4 to Sternquist Construction for the BFSD Truman Drive Project in the amount of $309,302.20

Council Member Cox inquired whether there was any additional interest in Item 5.i. Council Member Driscoll requested clarification on Items 5.e and 5.g.

Motion by Cox, seconded by Peffer, to Approve the Consent Agenda. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

6. Guests requesting to address the City Council

Lieutenant Grego reported 620 calls of service for November.

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

Mayor Elrod opened the public hearing at 06:11 PM.

Planning & Community Development Director Murray provided an overview of the request, explaining that the amendment would change the designation from Business Park/Light Industrial to Industrial to better align with the area's certified industrial status, long-term development potential, and proximity to Interstate 80. Murray noted that the change supports goals outlined in the Building Bondurant Comprehensive Plan and does not affect the current zoning of the adjacent agricultural parcels. One comment was received in support from property owner Don Timmins. No additional public comments were submitted.

Chris Shires of Confluence offered his perspective on the amendment and expressed support for aligning the Future Land Use Map with the area's long-term development strategy.

Mayor Elrod closed the public hearing at 06:18 PM.

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

Mayor Elrod opened the public hearing at 06:18 PM.

Planning & Community Development Director Murray provided an overview of the request, explaining that the rezoning aligns with the City's evaluation of certified industrial land, the site's long-term development potential, and its strategic location near Interstate 80. Murray noted the need for consistency between the Zoning Map and the Future Land Use Map and summarized applicable Comprehensive Plan goals supporting industrial employment growth. One comment in support was received from property owner Don Timmins. No additional public comments were offered.

Mayor Elrod closed the public hearing at 06:20 PM.

8. Action Items

a. R-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

Motion by McKenzie, seconded by Cox, to Approve R-251201-351. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

b. O-251201-229 - (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

Motion by McKenzie, seconded by Cox, to Approve the first reading of O-251201-229. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

c. R-251201-352- Resolution awarding Plans, Specifications, Estimate, and Award of Contract for BFSD Public Infrastructure Storm Sewer Facilities Project

Motion by McKenzie, seconded by Cox, to Approve R-251201-352. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

d. R-251201-353- Resolution approving award of contract to Graphite Construction Group for Eagle Parking Lot Improvements Project

Motion by McKenzie, seconded by Cox, to Approve R-251201-353. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

e. R-251201-354- Consideration of Resolutions Regarding the City of Bondurant’s Future Membership Status with the Des Moines Area Regional Transit Authority (DART)

The Council discussed the three membership options presented by DART for FY27 and beyond, including: (1) remaining a full DART member with continued fixed-route and paratransit service; (2) participating in the proposed three-year Paratransit-Only Membership Study, which would discontinue fixed-route service but retain voting rights during the study; and (3) fully withdrawing from DART effective July 1, 2027. Council members reviewed the long-term service, financial, and representation implications of each option and asked questions regarding levy impacts, projected costs, service reductions, and community mobility needs.

Jeff Cook, 708 Jefferson Avenue, SE, questioned the current level of DART service provided to Bondurant, how many residents actively use

the service, and how much the City spends annually on DART membership.

Following the discussion, the Council took action to approve full withdrawal from DART effective July 1, 2027.

Motion by Cox, seconded by Peffer, to Approve R-251201-354 to withdraw from the Des Moines Area Regional Transit Authority (DART) effective July 1, 2027. Roll Call: Ayes: Cox, Peffer, Sillanpaa. Nays: McKenzie, Driscoll. Absent: None. Motion carried 3-2.

9. Discussion Items -

a. Confluence Presentation regarding Zoning Code Development

Chris Shires of Confluence presented an update on the ongoing zoning and subdivision code development process, providing an overview of key revisions, project timeline, and next steps for Council consideration.

b. Utility Rate Discussions

City Administrator Oliver reviewed the need for future sewer rate adjustments, noting that rates have not changed since 2016, and updated WRA debt schedules necessitate increases. She recommended adopting a two-year rate structure for FY27–FY28 with reevaluation in FY28, and provided additional updates on other utility funds.

c. Employee Handbook Updates

Assistant City Administrator Jess presented a summary of the major changes proposed in the 2025 Draft Employee Handbook, highlighting new policies (including drug testing, background checks, and cash handling) and key updates related to emergency services, procurement, social media, and ethics. She stated that the revisions improve compliance and operational consistency. Full versions of the current and draft handbooks were provided for Council's review.

d. CY26 Council Appointments

The Council discussed the upcoming Calendar Year 2026 committee and board appointments. Mayor Elrod encouraged Council Members to reflect on areas of interest and consider taking on new roles to support a well-rounded and knowledgeable governing body. This item was for discussion only; formal appointments will be considered at a future meeting.

10. Reports / Comments and appropriate action thereon:

a. Mayor

Upcoming events this weekend.

b. Council Members

Peffer - None.
Cox - Chamber update, and WRA update.
Sillanpaa - Friends of CVT, and MAC update.
McKenzie - Interchange and Brownfield property inquiry.
Driscoll - Upcoming events.

c. Administrator

BES Ribbon Cutting and pancake breakfast this Saturday.

d. Directors

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

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 Peffer, seconded by Cox, to Move into Closed Session at 09:08 PM. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

Mayor Elrod closed the Closed Session at 09:14 PM.

12. Adjournment

Motion by Peffer, seconded by Cox, to adjourn at 09:14 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 December 1, 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.

**A virtual meeting was offered.*

_____

Doug Elrod, Mayor

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.b.
For Meeting of 12/15/2025
Motion

TITLE: Claims List and Treasurer's Report

CONTACT PERSON:
Jene Jess, Assistant City Administrator

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. Treasurer Report November FY26
2. Claims List

Honorable Mayor, Members of the Council, and Citizens of the City of Bondurant, Iowa

Submitted for your review is the Treasurer's Report for November of the Fiscal Year Ending 2026. Following this letter is the year-to-date Fund Balance Report, Consolidated Balance Sheet, Bank Reconciliation Spreadsheet, and Bank Statement Registers.

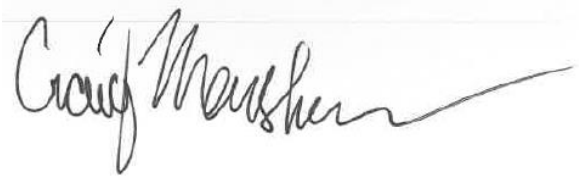
The City's general checking account had a beginning balance on November 1, 2025, of $12,411,832.59. The ending balance as of November 30, 2025, was $10,737,655.11. This account earned $34,883.53 of interest. The interest rate decreased from 3.66% to 3.55%. This account remains in strong financial condition.

The City's IPAIT account began November 2025 with a balance of $45,590,735.41 and ended the month at $43,991,758.48, earning $103,225.17 in interest across multiple funds. The City currently has $11,158,173.58 invested in 3-month CDs that mature on December 24, 2025.

Significant expenditures for this month include payments for debt payments, the Grain District, 2nd St widening, payroll, Civic Campus, BFSD Public Infrastructure, engineering, wholesale water, law enforcement, and the Waste Reclamation Authority. The total cleared checks and bank drafts for the month were $4,552,099.93.

Please do not hesitate to contact the City's Finance & Employee Services Department if you have any questions.

Respectfully,



Craig Marshman
Administrative Services Coordinator
cmarshman@cityofbondurant.com

Fund Balance Report

As Of 11/30/2025

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	8,312,692.80	2,630,978.54	3,501,530.23	7,442,141.11
110 - ROAD USE TAX	647,188.60	583,859.27	480,554.70	750,493.17
112 - EMPLOYEE BENEFIT	353,526.82	165,560.80	483,543.18	35,544.44
121 - LOCAL OPTION SALES & SERVICE TAX	525,518.37	679,276.70	0.00	1,204,795.07
125 - TIF	0.94	2,285,806.41	0.00	2,285,807.35
160 - ECONOMIC DEVELOPMENT	47,351.87	0.00	0.00	47,351.87
167 - LIBRARY GRANT	23,755.50	9,202.65	3,335.34	29,622.81
169 - PARK & REC	37,842.60	27,000.00	0.00	64,842.60
170 - DISASTER - EMERGENCY MANAGEMENT	2,573.71	0.00	0.00	2,573.71
172 - TREE FUND	37,703.85	0.00	0.00	37,703.85
200 - DEBT SERVICE	4,215,876.54	802,438.69	1,894,377.48	3,123,937.75
306 - CIVIC CAMPUS	8,795,399.91	97,419.10	6,231,889.31	2,660,929.70
324 - BRSC IMPROVEMENTS	0.00	0.00	0.00	0.00
325 - STREETS MASTER PLAN	15,196,800.59	200,955.07	2,692,889.65	12,704,866.01
327 - GRANT ST S/COMMUTER LOOP	177,226.92	10.11	0.00	177,237.03
329 - TIF-TRAIL TO CHICHAQUA	825,117.36	11,681.37	27,435.70	809,363.03
330 - COMMUNITY CENTER	3,567,210.12	73,348.36	103,281.74	3,537,276.74
335 - PARK IMPROVEMENTS	2,799,177.19	40,224.23	918,635.68	1,920,765.74
337 - THE GRAIN DISTRICT	4,971,479.20	302,354.82	1,145,012.56	4,128,821.46
341 - TIF-PARK LAND PURCHASE	0.00	0.00	0.00	0.00
342 - TIF-1ST&MAIN ECONOMIC DVL	0.00	0.00	0.00	0.00
343 - DOWNTOWN PARKING	0.00	4,363.34	0.00	4,363.34
344 - 16TH ST NE - GRANT TO HUBBELL	0.00	0.00	8,184.78	-8,184.78
346 - CITY HALL RECONSTRUCTION	0.00	0.00	0.00	0.00
347 - BRIDGE/INTERSECTION	2,772,081.57	26,072.32	1,032.00	2,797,121.89
348 - NE STORMWATER EXPANSION/DOWNSTREAM SW CAPACITY	0.00	0.00	0.00	0.00
349 - PLEASANT GROVE	0.00	0.00	0.00	0.00
351 - LIBRARY CAPITAL	73,015.78	0.00	0.00	73,015.78
352 - WATER FACILITIES	-627,475.15	878,504.24	1,304,834.99	-1,053,805.90
355 - CENTRAL DISTRICT STORMWATER IMPROVEMENTS	6,987,052.28	97,641.25	20,044.10	7,064,649.43
356 - CERTIFIED SITE IMPROVEMENTS	3,235,044.39	28,941.41	2,906,326.95	357,658.85
500 - CEMETERY PERPETUAL CARE	37,800.97	1,226.87	0.00	39,027.84
600 - WATER	2,169,146.08	1,303,000.71	902,824.86	2,569,321.93
610 - SEWER	1,355,773.02	930,455.07	771,060.61	1,515,167.48
670 - GARBAGE	56,330.88	258,970.47	202,328.32	112,973.03
741 - STORM WATER	238,411.48	196,978.79	211,317.86	224,072.41
820 - SELF-FUNDED INSURANCE	12.13	0.00	538.13	-526.00
999 - POOLED CASH	0.00	0.00	0.00	0.00
Report Total:	**66,833,636.32**	**11,636,270.59**	**23,810,978.17**	**54,658,928.74**

Consolidated Balance Sheet Report

Account Summary

As Of 11/30/2025

Account	Name	Balance	
Assets			
000-1100	POOLED CASH	10,330,619.19	
000-1101	CLAIM ON POOLED CASH	10,330,619.19	
000-1111	SAVINGS - CEMETERY XXX1037	57,652.48	
000-1113	CHECKING - WATER SINKING	261,501.17	
000-1114	CHANGE FUND - WATER	270.00	
000-1115	PETTY CASH - GENERAL	100.00	
000-1116	PETTY CASH - LIBRARY	200.00	
000-1117	CHANGE FUND - LIBRARY	20.00	
000-1150	IPAIT - GENERAL FUND 11763 MM	27,032,217.10	
000-1151	IPAIT CD - DEBT SERVICE 124	16,185,534.27	
000-1154	IPAIT - SEWER RESERVE 201	114,952.64	
000-1159	IPAIT - ROAD FUND 125	658,883.40	
000-1162	IPAIT - DEBT SERVICE 124	171.07	
000-1170	CHECKING - WATER DEPOSITS	90,381.74	
000-1300	DUE FROM GENERAL FUND	-25.00	
000-1437	DUE FROM GLWTE TO ALTOONA	1,229.65	
	Total Assets:	**65,064,326.90**	**65,064,326.90**
Liability			
050-2010	POOLED PAYABLES	1,204.65	
050-2011	PENDING POOLED PAYABLES	1,204.65	
050-2120	FEDERAL WITHHOLDING	0.00	
050-2122	STATE WITHHOLDING	368.88	
050-2123	IPERS WITHHOLDING	1,055.34	
050-2124	HEALTH INSURANCE WITHHOLDING	54,805.88	
050-2125	DENTAL INSURANCE	3,892.50	
050-2131	SELF-FUNDED WITHHOLDING	112.98	
050-2132	VISION WITHHOLDING	475.82	
050-2141	APPLIED CREDITS	11,658.27	
050-2300	DUE TO OTHER FUNDS	10,330,619.19	
	Total Liability:	**10,405,398.16**	
Equity			
050-3950	FUND BALANCE	66,833,636.32	
	Total Beginning Equity:	**66,833,636.32**	
Total Revenue		11,636,270.59	
Total Expense		23,810,978.17	
	Total Equity and Current Surplus (Deficit):	**54,658,928.74**	
	Total Liabilities, Equity and Current Surplus (Deficit):		**65,064,326.90**

BANK RECONCILIATION NOVEMBER 2025

Bank Statement Balance:	$	10,737,655.11
IPAIT balance	$	43,991,758.48
Cemetery Vision	$	5,152.44
Petty Cash	$	590.00
Less:		
Outstanding Checks:	$	2,652.97
(See listing next page)		
Calculated Book Balance:	$	54,732,503.06
Actual Incode10 Balance:	$	54,732,503.06
Fund Balances	$	54,658,928.74
DIFFERENCE:	$	-

Liabilities		73574.32
DIFFERENCE:	$	0.00

Bank Statement Register

General Fund

Period 11/1/2025 - 11/30/2025

Packet: BRPKT00322

Bank Statement		General Ledger	
Beginning Balance	12,411,832.59	Account Balance	10,735,002.14
Plus Debits	2,884,538.10	Less Outstanding Debits	0.00
Less Credits	4,558,715.58	Plus Outstanding Credits	2,652.97
Adjustments	0.00	Adjustments	0.00
Ending Balance	10,737,655.11	Adjusted Account Balance	10,737,655.11

Statement Ending Balance	10,737,655.11
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

001-000-1120	CHECKING - RENT DEPOSIT/SURETY
110-000-1110	CHECKING - ROAD USE
173-000-1110	FEMA DISASTER AID
200-000-1110	CHECKING - DEBT SERVICE
600-000-1113	CHECKING - WATER SINKING
600-000-1118	CHECKING - PARKSIDE WATER EXT
600-000-1170	CHECKING - WATER DEPOSITS
610-000-1113	CHECKING - SEWER SINKING
610-000-1119	CHECKING-DVLPMT CONST-NW SEWER
741-000-1111	CHECKING-STORMWATER SINKING
999-000-1100	POOLED CASH

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
11/01/2025	DEP0045340			SEWER SINKING FUND	18,340.42
11/01/2025	DEP0045341			STORMWATER SINKING FUND	11,733.34
11/01/2025	DEP0045342			WATER SINKING FUND	29,416.86
11/03/2025	DEP0044841			WPS HCCLAIMPMT	1,363.36
11/03/2025	DEP0044842			MARKETPLACE HCCLAIMPMT	367.58
11/03/2025	DEP0044845	001173 Point Of Sale	OpenEdge Pe	CLPKT12331 BG:CC	31.05
11/03/2025	DEP0044848	001174 Point Of Sale	OpenEdge Pe	CLPKT12332 BG:CC	6.00
11/03/2025	DEP0044851	002017 Insite	Visa - Insite	CLPKT12333 BG:Online Payments	598.05
11/03/2025	DEP0044854	001175 Point Of Sale	OpenEdge Pe	CLPKT12334 BG:CC	24.10
11/03/2025	DEP0044857	002018 Insite	Visa - Insite	CLPKT12335 BG:Online Payments	144.00
11/03/2025	DEP0044860			Utility Reverse Payment Packet UBPKT0	-150.00
11/03/2025	DEP0044863			CLPKT12336 BG:DD	150.00
11/03/2025	DEP0044866			Utility Reverse Payment Packet UBPKT0	-150.00
11/03/2025	DEP0044869			CLPKT12337 BG:DD	150.00
11/03/2025	DEP0044872			Utility Reverse Payment Packet UBPKT0	-150.00

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
11/03/2025	DEP0044875			CLPKT12338 BG:DD	150.00
11/03/2025	DEP0044896			CLPKT12343 BG:DD	457.50
11/03/2025	DEP0044930			MOVE 110K FROM IPAIT 335 TO VISION	110,000.00
11/04/2025	DEP0044899			CLPKT12340 BG:DD	1,190.24
11/04/2025	DEP0044902			CLPKT12344 BG:DD	1,828.57
11/05/2025	DEP0044890	002019 Insite	AmericanExpr	CLPKT12341 BG:Online Payments	5,948.90
11/05/2025	DEP0044893	000643 Point Of Sale	OpenEdge Uti	CLPKT12342 BG:CC	220.27
11/05/2025	DEP0044893	001176 Point Of Sale	OpenEdge Pei	CLPKT12342 BG:CC	7.10
11/05/2025	DEP0044903			MED-PAYMENT.COM COF CREDIT	170.59
11/05/2025	DEP0044904			IA CLAIMS HCCLAIMPMT	153.45
11/05/2025	DEP0044922			CLPKT12348 BG:DD	69.65
11/05/2025	DEP0044925			CLPKT12349 BG:DD	1,123.88
11/05/2025	DEP0044928			CLPKT12350 BG:DD	917.08
11/06/2025	DEP0044910	002020 Insite	Mastercard - I	CLPKT12345 BG:Online Payments	7,775.55
11/06/2025	DEP0044913	001177 Point Of Sale	OpenEdge Pei	CLPKT12346 BG:CC	63.20
11/06/2025	DEP0044916			Utility Reverse Payment Packet UBPKT0	-150.00
11/06/2025	DEP0044919			CLPKT12347 BG:DD	150.00
11/06/2025	DEP0044929			MARKETPLACE HCCLAIMPMT	922.24
11/06/2025	DEP0044937			CLPKT12352 BG:DD	5,899.74
11/06/2025	DEP0044942			CLPKT12353 BG:DD	2,224.88
11/07/2025	DEP0044939	002021 Insite	Mastercard - I	CLPKT12351 BG:Online Payments	5,905.63
11/07/2025	DEP0044945	001178 Point Of Sale	OpenEdge Pei	CLPKT12354 BG:CC	132.10
11/07/2025	DEP0044948			Utility Reverse Payment Packet UBPKT0	-150.00
11/07/2025	DEP0044951			CLPKT12355 BG:DD	150.00
11/07/2025	DEP0044988			CLPKT12365 BG:DD	2,833.21
11/07/2025	DEP0044991			CLPKT12366 BG:DD	1,489.83
11/10/2025	DEP0044954	002022 Insite	Discover - Ins	CLPKT12356 BG:Online Payments	4,746.26
11/10/2025	DEP0044957	002023 Insite	Mastercard - I	CLPKT12357 BG:Online Payments	4,485.78
11/10/2025	DEP0044960	002024 Insite	AmericanExpr	CLPKT12358 BG:Online Payments	2,508.15
11/10/2025	DEP0044963	001179 Point Of Sale	OpenEdge Pei	CLPKT12359 BG:CC	10.00
11/10/2025	DEP0044966	001180 Point Of Sale	OpenEdge Pei	CLPKT12360 BG:CC	50.00
11/10/2025	DEP0044969			Utility Reverse Payment Packet UBPKT0	-150.00
11/10/2025	DEP0044972			CLPKT12362 BG:DD	150.00
11/10/2025	DEP0044975			Utility Reverse Payment Packet UBPKT0	-150.00
11/10/2025	DEP0044978			CLPKT12363 BG:DD	150.00
11/10/2025	DEP0044981			Utility Reverse Payment Packet UBPKT0	-150.00
11/10/2025	DEP0044984			CLPKT12364 BG:DD	150.00
11/10/2025	DEP0044985			MARKETPLACE HCCLAIMPMT	9.00
11/10/2025	DEP0045013			CLPKT12372 BG:DD	851.66
11/10/2025	DEP0045016			CLPKT12373 BG:DD	3,054.54
11/10/2025	DEP0045019			CLPKT12374 BG:DD	3,706.60
11/10/2025	DEP0045022			CLPKT12375 BG:DD	3,402.48
11/10/2025	DEP0045025			CLPKT12376 BG:DD	5,748.41
11/12/2025	DEP0044995	002026 Insite	Mastercard - I	CLPKT12367 BG:Online Payments	9,093.90
11/12/2025	DEP0044998	002025 Insite	Visa - Insite	CLPKT12368 BG:Online Payments	2,208.52

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
11/12/2025	DEP0045001	001181 Point Of Sale	OpenEdge Per	CLPKT12369 BG:CC	1.75
11/12/2025	DEP0045004	001182 Point Of Sale	OpenEdge Per	CLPKT12370 BG:CC	79.00
11/12/2025	DEP0045004	000644 Point Of Sale	OpenEdge Uti	CLPKT12370 BG:CC	200.84
11/12/2025	DEP0045007			Utility Reverse Payment Packet UBPKT0	-150.00
11/12/2025	DEP0045010			CLPKT12371 BG:DD	150.00
11/12/2025	DEP0045028			CLPKT12377 BG:DD	362,077.88
11/12/2025	DEP0045031			CLPKT12378 BG:DD	44.15
11/12/2025	DEP0045037			CLPKT12380 BG:DD	42,321.57
11/12/2025	DEP0045040			CLPKT12381 BG:DD	3,118.59
11/12/2025	DEP0045043			CLPKT12382 BG:DD	4,035.40
11/12/2025	DEP0045046			CLPKT12383 BG:DD	188.59
11/12/2025	DEP0045051			CLPKT12384 BG:DD	13,459.40
11/12/2025	DEP0045097			11/12/25 EBS REFUND - JH UNCASHED	3,368.90
11/13/2025	DEP0045034	002027 Insite	Visa - Insite	CLPKT12379 BG:Online Payments	1,984.45
11/13/2025	DEP0045047			WPS HCCLAIMPMT	502.80
11/13/2025	DEP0045048			WELLPOINT IA5C HCCLAIMPMT	145.62
11/13/2025	DEP0045063			CLPKT12390 BG:DD	150.00
11/13/2025	DEP0045063			CLPKT12390 BG:DD	1,641.44
11/13/2025	DEP0045066			CLPKT12388 BG:DD	4,236.45
11/13/2025	DEP0045069			CLPKT12389 BG:DD	7,697.69
11/14/2025	DEP0045054	002028 Insite	Mastercard - I	CLPKT12385 BG:Online Payments	6,623.52
11/14/2025	DEP0045057	000645 Point Of Sale	OpenEdge Uti	CLPKT12386 BG:CC	9.11
11/14/2025	DEP0045060	001183 Point Of Sale	OpenEdge Per	CLPKT12387 BG:CC	2.25
11/14/2025	DEP0045070			MED-PAYMENT.COM COF CREDIT	810.00
11/14/2025	DEP0045071			CIGNA HCCLAIMPMT	784.74
11/14/2025	DEP0045072			IA CLAIMS HCCLAIMPMT	150.50
11/14/2025	DEP0045075			Utility Reverse Payment Packet UBPKT0	-150.00
11/14/2025	DEP0045078			CLPKT12391 BG:DD	150.00
11/14/2025	DEP0045081			Utility Reverse Payment Packet UBPKT0	-150.00
11/14/2025	DEP0045084			CLPKT12392 BG:DD	150.00
11/14/2025	DEP0045087			Utility Reverse Payment Packet UBPKT0	-150.00
11/14/2025	DEP0045090			CLPKT12393 BG:DD	150.00
11/14/2025	DEP0045093			Utility Reverse Payment Packet UBPKT0	-150.00
11/14/2025	DEP0045096			CLPKT12394 BG:DD	150.00
11/14/2025	DEP0045101			CLPKT12395 BG:DD	2,402.46
11/14/2025	DEP0045104			CLPKT12396 BG:DD	3,056.43
11/14/2025	DEP0045109			CLPKT12397 BG:DD	4,523.21
11/17/2025	DEP0045106			ACH Draft Packet UBPKT07522	201,289.01
11/17/2025	DEP0045112	001184 Point Of Sale	OpenEdge Per	CLPKT12398 BG:CC	9.75
11/17/2025	DEP0045116	001186 Point Of Sale	OpenEdge Per	CLPKT12399 BG:CC	7.00
11/17/2025	DEP0045119	002031 Insite	Mastercard - I	CLPKT12401 BG:Online Payments	19,075.31
11/17/2025	DEP0045121			CLPKT12400 BG:DD	5.55
11/17/2025	DEP0045123			WPS HCCLAIMPMT	915.51
11/17/2025	DEP0045125	000646 Point Of Sale	OpenEdge Uti	CLPKT12402 BG:CC	224.55
11/17/2025	DEP0045128	002029 Insite	Visa - Insite	CLPKT12403 BG:Online Payments	6,750.24

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
11/17/2025	DEP0045131	001185 Point Of Sale	OpenEdge Pe	CLPKT12404 BG:CC	363.00
11/17/2025	DEP0045131	000647 Point Of Sale	OpenEdge Uti	CLPKT12404 BG:CC	821.39
11/17/2025	DEP0045134	002030 Insite	Visa - Insite	CLPKT12405 BG:Online Payments	12,257.89
11/17/2025	DEP0045137			Utility Reverse Payment Packet UBPKT0	-150.00
11/17/2025	DEP0045140			CLPKT12406 BG:DD	150.00
11/17/2025	DEP0045143			Utility Reverse Payment Packet UBPKT0	-150.00
11/17/2025	DEP0045146			CLPKT12407 BG:DD	150.00
11/17/2025	DEP0045153			Utility Reverse Payment Packet UBPKT0	-514.29
11/17/2025	DEP0045162			CLPKT12410 BG:DD	9,837.07
11/17/2025	DEP0045165			CLPKT12411 BG:DD	6,884.11
11/17/2025	DEP0045168			CLPKT12412 BG:DD	3,795.08
11/17/2025	DEP0045171			CLPKT12413 BG:DD	3,032.95
11/17/2025	DEP0045174			CLPKT12414 BG:DD	20,030.75
11/18/2025	DEP0045156	002032 Insite	Mastercard - I	CLPKT12408 BG:Online Payments	3,831.06
11/18/2025	DEP0045159	001187 Point Of Sale	OpenEdge Pe	CLPKT12409 BG:CC	8.70
11/18/2025	DEP0045178			Utility Reverse Payment Packet UBPKT0	-79.24
11/18/2025	DEP0045180			CLPKT12415 BG:DD	111,762.25
11/18/2025	DEP0045183			Utility Reverse Payment Packet UBPKT0	-193.20
11/18/2025	DEP0045186			Utility Reverse Payment Packet UBPKT0	-161.52
11/18/2025	DEP0045189			Utility Reverse Payment Packet UBPKT0	-141.15
11/18/2025	DEP0045192			Utility Reverse Payment Packet UBPKT0	-129.84
11/18/2025	DEP0045195			Utility Reverse Payment Packet UBPKT0	-80.05
11/18/2025	DEP0045198			Utility Reverse Payment Packet UBPKT0	-68.74
11/18/2025	DEP0045212			CLPKT12420 BG:DD	6,065.47
11/18/2025	DEP0045215			CLPKT12421 BG:DD	3,352.45
11/18/2025	DEP0045218			CLPKT12422 BG:DD	2,145.81
11/19/2025	DEP0045147			TRANSFER 650K FROM IPAIT 325 TO VI	650,000.00
11/19/2025	DEP0045148			TRANSFER 100K FROM IPAIT 330 TO VI	100,000.00
11/19/2025	DEP0045201	002033 Insite	Visa - Insite	CLPKT12416 BG:Online Payments	6,516.12
11/19/2025	DEP0045206			Utility Reverse Payment Packet UBPKT0	-50.00
11/19/2025	DEP0045209			CLPKT12419 BG:DD	50.00
11/19/2025	DEP0045221			Utility Reverse Payment Packet UBPKT0	-98.15
11/19/2025	DEP0045222			WPS HCCLAIMPMT	926.26
11/19/2025	DEP0045225			Utility Reverse Payment Packet UBPKT0	-73.26
11/19/2025	DEP0045228			Utility Reverse Payment Packet UBPKT0	-147.94
11/19/2025	DEP0045231			Utility Reverse Payment Packet UBPKT0	-100.25
11/19/2025	DEP0045234			Utility Reverse Payment Packet UBPKT0	-45.43
11/19/2025	DEP0045237			Utility Reverse Payment Packet UBPKT0	-58.59
11/19/2025	DEP0045240			Utility Reverse Payment Packet UBPKT0	-64.06
11/19/2025	DEP0045261			CLPKT12430 BG:DD	1,823.58
11/19/2025	DEP0045264			CLPKT12429 BG:DD	1,920.05
11/19/2025	DEP0045267			CLPKT12428 BG:DD	74.35
11/20/2025	DEP0045149			TRANSFER 400K FROM IPAIT 337 TO \	400,000.00
11/20/2025	DEP0045150			TRANSFER 375K FROM IPAIT 356 TO VI	375,000.00
11/20/2025	DEP0045243	002034 Insite	Visa - Insite	CLPKT12424 BG:Online Payments	7,264.32

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
11/20/2025	DEP0045246	000649 Point Of Sale	OpenEdge Uti	CLPKT12425 BG:CC	111.41
11/20/2025	DEP0045246	001189 Point Of Sale	OpenEdge Pe	CLPKT12425 BG:CC	75.00
11/20/2025	DEP0045246	001188 Point Of Sale	OpenEdge Pe	CLPKT12425 BG:CC	120.75
11/20/2025	DEP0045246	000648 Point Of Sale	OpenEdge Uti	CLPKT12425 BG:CC	643.94
11/20/2025	DEP0045249			Utility Reverse Payment Packet UBPKT0	-150.00
11/20/2025	DEP0045252			CLPKT12426 BG:DD	150.00
11/20/2025	DEP0045255			Utility Reverse Payment Packet UBPKT0	-150.00
11/20/2025	DEP0045258			CLPKT12427 BG:DD	150.00
11/20/2025	DEP0045268			WELLPOINT IA5C HCCLAIMPMT	160.94
11/20/2025	DEP0045271			Utility Reverse Payment Packet UBPKT0	-64.20
11/20/2025	DEP0045274			Utility Reverse Payment Packet UBPKT0	-73.26
11/20/2025	DEP0045283			CLPKT12433 BG:DD	1,412.21
11/20/2025	DEP0045286			CLPKT12434 BG:DD	174.55
11/21/2025	DEP0045277	002035 Insite	Visa - Insite	CLPKT12431 BG:Online Payments	1,810.36
11/21/2025	DEP0045280	001190 Point Of Sale	OpenEdge Pe	CLPKT12432 BG:CC	16.49
11/21/2025	DEP0045280	000650 Point Of Sale	OpenEdge Uti	CLPKT12432 BG:CC	172.73
11/21/2025	DEP0045301			CLPKT12439 BG:DD	7,280.85
11/21/2025	DEP0045339			MED-PAYMENT.COM COF CREDIT	345.00
11/24/2025	DEP0045289	002037 Insite	Mastercard - I	CLPKT12435 BG:Online Payments	4,319.43
11/24/2025	DEP0045292	002036 Insite	Visa - Insite	CLPKT12436 BG:Online Payments	2,242.96
11/24/2025	DEP0045295	002038 Insite	Mastercard - I	CLPKT12437 BG:Online Payments	993.49
11/24/2025	DEP0045298	001193 Point Of Sale	OpenEdge Pe	CLPKT12438 BG:CC	40.00
11/24/2025	DEP0045304	001191 Point Of Sale	OpenEdge Pe	CLPKT12440 BG:CC	35.00
11/24/2025	DEP0045304	000651 Point Of Sale	OpenEdge Uti	CLPKT12440 BG:CC	198.82
11/24/2025	DEP0045307	000652 Point Of Sale	OpenEdge Uti	CLPKT12441 BG:CC	140.32
11/24/2025	DEP0045307	001192 Point Of Sale	OpenEdge Pe	CLPKT12441 BG:CC	385.00
11/24/2025	DEP0045310			Utility Reverse Payment Packet UBPKT0	-150.00
11/24/2025	DEP0045313			CLPKT12442 BG:DD	150.00
11/24/2025	DEP0045316			Utility Reverse Payment Packet UBPKT0	-150.00
11/24/2025	DEP0045319			CLPKT12443 BG:DD	150.00
11/24/2025	DEP0045322			Utility Reverse Payment Packet UBPKT0	-150.00
11/24/2025	DEP0045325			CLPKT12444 BG:DD	150.00
11/24/2025	DEP0045335			CLPKT12448 BG:DD	24,639.41
11/24/2025	DEP0045335			CLPKT12448 BG:DD	150.00
11/24/2025	DEP0045338			CLPKT12449 BG:DD	821.48
11/25/2025	DEP0045328	002039 Insite	Visa - Insite	CLPKT12445 BG:Online Payments	2,631.44
11/25/2025	DEP0045331	001194 Point Of Sale	OpenEdge Pe	CLPKT12446 BG:CC	1.20
11/25/2025	DEP0045361			CLPKT12453 BG:DD	2,817.40
11/26/2025	DEP0045343			TRANSFER $67,202.10 FROM IPAIT TO	67,202.10
11/26/2025	DEP0045344			SEWER SINKING FUND INTEREST PAYM	25,042.50
11/26/2025	DEP0045346			STORMWATER SINKING FUND INTERES	17,900.00
11/26/2025	DEP0045349	002040 Insite	Visa - Insite	CLPKT12450 BG:Online Payments	2,623.18
11/26/2025	DEP0045352	001195 Point Of Sale	OpenEdge Pe	CLPKT12451 BG:CC	45.00
11/26/2025	DEP0045352	000653 Point Of Sale	OpenEdge Uti	CLPKT12451 BG:CC	215.44
11/26/2025	DEP0045355			Utility Reverse Payment Packet UBPKT0	-199.96

Cleared Deposits

Item Date	Reference	OpenEdge Batch	Merchant	Description	Amount
11/26/2025	DEP0045358			CLPKT12452 BG:DD	49.96
11/26/2025	DEP0045358			CLPKT12452 BG:DD	150.00
11/26/2025	DEP0045409			CLPKT12465 BG:DD	239.40
11/26/2025	DEP0045412			CLPKT12464 BG:DD	4,917.48
11/28/2025	DEP0045364	002042 Insite	Visa - Insite	CLPKT12454 BG:Online Payments	1,712.12
11/28/2025	DEP0045367	002041 Insite	Visa - Insite	CLPKT12455 BG:Online Payments	887.06
11/28/2025	DEP0045370	001196 Point Of Sale	OpenEdge Pe	CLPKT12456 BG:CC	15.90
11/28/2025	DEP0045373	001197 Point Of Sale	OpenEdge Pe	CLPKT12457 BG:CC	0.50
11/28/2025	DEP0045385			Utility Reverse Payment Packet UBPKT0	-150.00
11/28/2025	DEP0045388			CLPKT12460 BG:DD	150.00
11/28/2025	DEP0045391			Utility Reverse Payment Packet UBPKT0	-150.00
11/28/2025	DEP0045394			CLPKT12461 BG:DD	150.00
11/28/2025	DEP0045397			Utility Reverse Payment Packet UBPKT0	-150.00
11/28/2025	DEP0045400			CLPKT12462 BG:DD	150.00
11/28/2025	DEP0045403			Utility Reverse Payment Packet UBPKT0	-150.00
11/28/2025	DEP0045406			CLPKT12463 BG:DD	150.00
11/28/2025	DEP0045413			WPS HCCLAIMPMT	904.74
11/28/2025	DEP0045414			36 TREAS 310 MISC PAY	846.50
11/30/2025	DEP0045490			INTEREST	34,883.53
				Total Cleared Deposits (214)	2,877,922.45

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
07/01/2025	64945	Check	MEGAN M BARNES	-32.23
09/18/2025	65049	Check	DORAMAE BENNETT	-17.84
09/30/2025	65055	Check	PIGOTT INC	-6,160.29
10/01/2025	65063	Check	ROBIN THOMPSON	-71.42
10/27/2025	65089	Check	NICOLE GRAY	-185.13
10/28/2025	65090	Check	AMAZON CAPITAL SERVICES	-2,313.12
10/28/2025	65092	Check	IOWA DEPT OF NATURAL RESOURCES	-230.00
10/28/2025	65093	Check	POLK COUNTY RECORDER	-3.00
10/28/2025	65094	Check	S.M. HENTGES & SONS INC.	-10.00
10/28/2025	65095	Check	STORY CONSTRUCTION	-100.00
11/03/2025	65096	Check	MATT DANNER	-63.75
11/03/2025	65097	Check	BRIAN & JAN STEVENSON	-113.75
11/03/2025	65098	Check	EDITH TARPEH	-152.14
11/03/2025	65100	Check	KIMBERLY A KIRGIS	-120.33
11/03/2025	65101	Check	STEPHANIE CLUTE	-65.94
11/03/2025	65102	Check	TRACY KENINGER	-138.53
11/03/2025	65104	Check	SYDNEY JOHNSON	-95.85
11/03/2025	65108	Check	KRISTINA R BROWN	-110.46
11/03/2025	65111	Check	DENNIS J BURK	-120.33
11/03/2025	65113	Check	CASSAUNDRA N STEPHENSON-FISHEL	-57.39

Cleared Checks

Item Date	Reference	Item Type	Description	Amount
11/03/2025	65115	Check	KALLON DALTON DEAN BEHRHORST	-115.94
11/03/2025	65116	Check	COLTON A LONEMAN	-111.55
11/03/2025	65117	Check	HUBBELL HOMES, LLC	-110.46
11/03/2025	65118	Check	D R HORTON - IOWA LLC	-121.42
11/06/2025	65119	Check	JEFFREY PAUL HOMES	-39.05
11/07/2025	65121	Check	SHELBY HAGAN	-895.11
11/07/2025	65122	Check	JENNIFER ADKISSON	-30.10
11/07/2025	65123	Check	KATIE KLUS	-99.64
11/07/2025	65124	Check	POSTMASTER	-672.52
11/12/2025	65125	Check	GOLDEN CIRCLE MUNIC OFFICERS A	-57.00
11/19/2025	65126	Check	GREAT PLANES MILLWORK, LLC	-3,850.00
11/19/2025	65127	Check	JOHN HORTON	-3,368.90
11/19/2025	65128	Check	IOWA LEAGUE OF CITIES	-120.00
11/19/2025	65129	Check	JENE JESS	-1,489.27
11/19/2025	65130	Check	POLK COUNTY EXTENSION OFFICE	-90.00
			Total Cleared Checks (35)	-21,332.46

Cleared Other

Item Date	Reference	Item Type	Description	Amount
11/01/2025	DFT0004237	Bank Draft	EBS	-1,942.34
11/01/2025	DFT0004240	Bank Draft	EBS	-23,731.82
11/01/2025	DFT0004241	Bank Draft	EBS	-1,292.02
11/01/2025	DFT0004243	Bank Draft	EBS	-1,720.69
11/01/2025	DFT0004244	Bank Draft	EBS	-3,894.00
11/01/2025	DFT0004245	Bank Draft	EBS	-236.58
11/01/2025	DFT0004272	Bank Draft	EBS	-1,920.99
11/01/2025	DFT0004275	Bank Draft	EBS	-24,990.34
11/01/2025	DFT0004276	Bank Draft	EBS	-1,261.20
11/01/2025	DFT0004278	Bank Draft	EBS	-1,612.11
11/01/2025	DFT0004279	Bank Draft	EBS	-3,841.50
11/01/2025	DFT0004280	Bank Draft	EBS	-233.48
11/01/2025	EFT0000817	EFT	SEWER SINKING FUND	-18,340.42
11/01/2025	EFT0000818	EFT	STORMWATER SINKING FUND	-11,733.34
11/01/2025	EFT0000819	EFT	WATER SINKING FUND	-29,416.86
11/03/2025	DFT0004292	Bank Draft	RW EXCAVATING SOLUTIONS, LLC	-82,719.91
11/03/2025	DFT0004293	Bank Draft	BALL TEAM, LLC	-8,979.40
11/03/2025	DFT0004294	Bank Draft	BALL TEAM, LLC	-13,415.90
11/04/2025	DFT0004291	Bank Draft	MIDAMERICAN ENERGY	-9,611.45
11/04/2025	DFT0004365	Bank Draft	POSTMASTER	-672.52
11/05/2025	DFT0004312	Bank Draft	GOOGLE LLC	-26.71
11/06/2025	DFT0004239	Bank Draft	ISOLVED BENEFIT SERVICES	-52.60
11/06/2025	DFT0004274	Bank Draft	ISOLVED BENEFIT SERVICES	-52.40
11/06/2025	DFT0004313	Bank Draft	TREASURER - STATE OF IOWA	-2,017.60

Cleared Other

Item Date	Reference	Item Type	Description	Amount
11/06/2025	DFT0004314	Bank Draft	TREASURER - STATE OF IOWA	-12,880.26
11/06/2025	DFT0004319	Bank Draft	FRANCOTYP-POSTALIA INC	-500.00
11/07/2025	65124	Check Reversal	POSTMASTER Reversal	672.52
11/07/2025	APA001353	AP Automation	AMAZON CAPITAL SERVICES	-2,681.81
11/07/2025	APA001354	AP Automation	BOLTON & HAY LLC	-1,840.98
11/07/2025	APA001355	AP Automation	BOUND TREE MEDICAL LLC	-701.78
11/07/2025	APA001356	AP Automation	CENTRAL IOWA MECHANICAL	-2,194.43
11/07/2025	APA001357	AP Automation	CONVERGINT TECHNOLOGIES LLC	-674.50
11/07/2025	APA001358	AP Automation	DEMCO	-294.21
11/07/2025	APA001359	AP Automation	DIAM PEST CONTROL	-75.00
11/07/2025	APA001360	AP Automation	GALLS LLC	-206.31
11/07/2025	APA001361	AP Automation	GANNETT MEDIA CORP	-873.93
11/07/2025	APA001362	AP Automation	HEIMAN FIRE EQUIPMENT	-1,675.64
11/07/2025	APA001363	AP Automation	I & S GROUP, INC.	-42,055.85
11/07/2025	APA001364	AP Automation	IAFC MEMBERSHIP	-215.00
11/07/2025	APA001365	AP Automation	INGRAM LIBRARY SERVICES	-3,469.99
11/07/2025	APA001366	AP Automation	KADETH INC	-1,578.34
11/07/2025	APA001367	AP Automation	KONICA MINOLTA BUSINESS SOLUTIONS	-565.80
11/07/2025	APA001368	AP Automation	KONICA MINOLTA PREMIER FINANCE	-10.72
11/07/2025	APA001369	AP Automation	Metzger Woodworks, LLC	-1,000.00
11/07/2025	APA001370	AP Automation	MIDWEST ALARM SERVICES	-576.67
11/07/2025	APA001371	AP Automation	MIDWEST TAPE, LLC	-627.43
11/07/2025	APA001372	AP Automation	MODLODE INC	-494.50
11/07/2025	APA001373	AP Automation	OPENGOV, INC.	-9,452.89
11/07/2025	APA001374	AP Automation	OPN ARCHITECTS	-20,130.71
11/07/2025	APA001375	AP Automation	PLAYCORE GROUP, INC. & SUBSIDIARIES	-15,191.05
11/07/2025	APA001376	AP Automation	STOREY-KENWORTHY COMPANY	-104.15
11/07/2025	APA001377	AP Automation	STRATUS BUILDNG SOLUTIONS IOWA	-851.56
11/07/2025	APA001378	AP Automation	UNIQUE	-34.95
11/07/2025	APA001379	AP Automation	US CELLULAR	-306.53
11/07/2025	APA001380	AP Automation	VEENSTRA & KIMM, INC.	-163,922.89
11/07/2025	APA001381	AP Automation	VENDNOVATION, LLC	-50.00
11/07/2025	APA001382	AP Automation	WT COX INFORMATION SERVICES	-547.36
11/07/2025	DFT0004300	Bank Draft	ISOLVED BENEFIT SERVICES	-2,813.47
11/07/2025	DFT0004310	Bank Draft	IRS USATAXPYMT	-32,888.56
11/07/2025	DFT0004315	Bank Draft	FIRST NATIONAL BANK OMAHA	-1,052.26
11/07/2025	EFT0000810	EFT	Payroll EFT	-100,418.14
11/10/2025	DFT0004322	Bank Draft	WEX BANK	-4,625.54
11/12/2025	DFT0004318	Bank Draft	FIRST NATIONAL BANK OMAHA	-1,711.02
11/19/2025	APA001383	AP Automation	A KINGS THRONE LLC	-240.00
11/19/2025	APA001384	AP Automation	ADAM JENSEN	-800.00
11/19/2025	APA001385	AP Automation	AIRGAS USA, LLC	-92.07
11/19/2025	APA001386	AP Automation	AMAZON CAPITAL SERVICES	-598.06
11/19/2025	APA001387	AP Automation	ANKENY SANITATION	-303.00
11/19/2025	APA001388	AP Automation	AT&T MOBILITY	-618.69

Cleared Other

Item Date	Reference	Item Type	Description	Amount
11/19/2025	APA001389	AP Automation	BOUND TREE MEDICAL LLC	-1,002.05
11/19/2025	APA001390	AP Automation	BRICK GENTRY P.C.	-6,580.00
11/19/2025	APA001391	AP Automation	CITY OF DES MOINES	-75,747.30
11/19/2025	APA001392	AP Automation	FEH ASSOCIATES, INC.	-11,868.20
11/19/2025	APA001393	AP Automation	FLOWCUS	-55,080.00
11/19/2025	APA001394	AP Automation	FP MAILING SOLUTIONS	-348.00
11/19/2025	APA001395	AP Automation	GANNETT MEDIA CORP	-1,869.01
11/19/2025	APA001396	AP Automation	HENRY ROBERT VEENSTRA JR.	-15,875.00
11/19/2025	APA001397	AP Automation	I & S GROUP, INC.	-1,035.00
11/19/2025	APA001398	AP Automation	IOWA LEAGUE OF CITIES	-220.00
11/19/2025	APA001399	AP Automation	ISU EXTENSION - POLK COUNTY	-800.00
11/19/2025	APA001400	AP Automation	KNOX COMPANY	-1,298.00
11/19/2025	APA001401	AP Automation	KONICA MINOLTA PREMIER FINANCE	-239.27
11/19/2025	APA001402	AP Automation	KONICA MINOLTA PREMIER FINANCE	-250.32
11/19/2025	APA001403	AP Automation	MACQUEEN EQUIPMENT, LLC	-2,955.33
11/19/2025	APA001404	AP Automation	PIGOTT INC	-12,320.57
11/19/2025	APA001405	AP Automation	SHIVE-HATTERY INC	-75,706.04
11/19/2025	APA001406	AP Automation	SWANK MOTION PICTURES INC	-325.00
11/19/2025	APA001407	AP Automation	TERRACON CONSULTANTS, INC	-3,242.50
11/19/2025	APA001408	AP Automation	UNITYPOINT CLINIC-OCCUPATI MED	-97.50
11/19/2025	APA001409	AP Automation	VEENSTRA & KIMM, INC.	-30,324.20
11/19/2025	APA001410	AP Automation	VERIZON WIRELESS	-1,791.18
11/19/2025	DFT0004341	Bank Draft	MCANINCH CORPORATION	-21,700.16
11/19/2025	DFT0004342	Bank Draft	STERNQUIST CONSTRUCTION, INC.	-259,975.68
11/19/2025	DFT0004343	Bank Draft	MANATT'S INC.	-375,916.79
11/19/2025	DFT0004344	Bank Draft	POSTMASTER	-118.95
11/20/2025	DFT0004340	Bank Draft	MANATT'S INC.	-389,755.70
11/20/2025	DFT0004346	Bank Draft	ALLIANCE CONSTRUCTION GROUP	-366,353.09
11/21/2025	DFT0004296	Bank Draft	MISSION SQUARE	-2,290.00
11/21/2025	DFT0004297	Bank Draft	MISSION SQUARE	-435.22
11/21/2025	DFT0004298	Bank Draft	MISSION SQUARE	-681.50
11/21/2025	DFT0004304	Bank Draft	IPERS	-626.77
11/21/2025	DFT0004308	Bank Draft	IPERS	-21,762.32
11/21/2025	DFT0004309	Bank Draft	TREASURER - STATE OF IOWA	-3,992.63
11/21/2025	DFT0004324	Bank Draft	MISSION SQUARE	-2,490.00
11/21/2025	DFT0004325	Bank Draft	MISSION SQUARE	-435.22
11/21/2025	DFT0004326	Bank Draft	MISSION SQUARE	-861.50
11/21/2025	DFT0004328	Bank Draft	ISOLVED BENEFIT SERVICES	-2,813.47
11/21/2025	DFT0004332	Bank Draft	IPERS	-626.77
11/21/2025	DFT0004336	Bank Draft	IPERS	-20,188.74
11/21/2025	DFT0004337	Bank Draft	TREASURER - STATE OF IOWA	-4,115.71
11/21/2025	DFT0004338	Bank Draft	IRS USATAXPYMT	-33,625.54
11/21/2025	EFT0000816	EFT	Payroll EFT	-101,343.56
11/26/2025	DFT0004345	Bank Draft	TCM BANK NA	-3,227.09
11/26/2025	DFT0004347	Bank Draft	UMB BANK	-600.00

Cleared Other

Item Date	Reference	Item Type	Description	Amount
11/26/2025	DFT0004348	Bank Draft	UMB BANK	-704,862.52
11/26/2025	DFT0004349	Bank Draft	UMB BANK	-216,574.84
11/26/2025	DFT0004350	Bank Draft	UMB BANK	-220,187.50
11/26/2025	DFT0004351	Bank Draft	UMB BANK	-18,195.00
11/26/2025	DFT0004352	Bank Draft	UMB BANK	-2,501.25
11/26/2025	DFT0004353	Bank Draft	UMB BANK	-7,555.00
11/26/2025	DFT0004354	Bank Draft	UMB BANK	-1,703.75
11/26/2025	DFT0004355	Bank Draft	UMB BANK	-24,150.00
11/26/2025	DFT0004356	Bank Draft	UMB BANK	-70,450.00
11/26/2025	DFT0004357	Bank Draft	UMB BANK	-34,487.50
11/26/2025	DFT0004358	Bank Draft	UMB BANK	-60,650.00
11/26/2025	DFT0004359	Bank Draft	UMB BANK	-144,000.00
11/26/2025	DFT0004360	Bank Draft	UMB BANK	-258,775.00
11/26/2025	DFT0004361	Bank Draft	UMB BANK	-17,900.00
11/26/2025	DFT0004362	Bank Draft	UMB BANK	-25,042.50
11/26/2025	DFT0004363	Bank Draft	TCM BANK NA	-1,698.65
11/26/2025	DFT0004364	Bank Draft	MI-FIBER LLC	-37.35
11/26/2025	EFT0000821	EFT	SEWER SINKING FUND INTEREST PAYMEN	-25,042.50
11/26/2025	EFT0000822	EFT	STORMWATER SINKING FUND INTEREST P	-17,900.00
11/28/2025	DFT0004366	Bank Draft	DES MOINES WATER WORKS	-91,153.52
			Total Cleared Other (134)	-4,530,767.47

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
08/01/2023	62410	Check	MARGARET BUTLER	-5.01
08/01/2024	64098	Check	TYLER M JOHNSTON	-36.19
01/02/2025	64721	Check	BROCK M CHAPMAN	-16.68
02/03/2025	64760	Check	KENNETH CORNELIUS	-10.73
03/03/2025	64781	Check	MATTHEW MCKENNA	-74.87
03/03/2025	64784	Check	WOLF CREEK PLAN LLC	-150.00
03/03/2025	64788	Check	JODI L THOMPSON	-44.00
03/03/2025	64789	Check	SHAWN A WILLIAMSON	-77.85
03/03/2025	64804	Check	K JOHNSON CONSTRUCTION	-150.00
03/03/2025	64805	Check	WORLD CLASS LIQUOR	-101.75
05/01/2025	64867	Check	ORTON HOMES LLC	-110.95
06/02/2025	64913	Check	NICHOLAS F TEW	-118.74
06/02/2025	64915	Check	SYDNEY COOPER	-20.99
06/02/2025	64916	Check	NDAYISHIMIYE ISHMAEL	-122.64
07/01/2025	64959	Check	CHLOE J CARSON	-104.90
08/01/2025	64992	Check	JORDAN E ALLEN	-11.86
08/01/2025	65005	Check	SOLOMON BLESS	-20.95
08/13/2025	65011	Check	DUSTIN SKOGERBOE	-330.00
09/02/2025	65027	Check	MONISSA GOLIC	-77.76

Outstanding Checks

Item Date	Reference	Item Type	Description	Amount
09/02/2025	65029	Check	DEVIN I EARLY	-119.23
09/02/2025	65036	Check	MICHAEL J LANCASTER	-66.44
09/02/2025	65042	Check	VINCENT GENERAL CONTRACTING	-14.20
10/01/2025	65062	Check	NICHOLAS KRONE	-11.98
11/03/2025	65099	Check	JULIE E INGRASSIA	-121.42
11/03/2025	65103	Check	BRIAN TREANOR	-97.92
11/03/2025	65105	Check	FREDRICK J PACE	-0.81
11/03/2025	65106	Check	SALIH H DAWY	-121.42
11/03/2025	65107	Check	JENNA D BATE	-109.37
11/03/2025	65109	Check	CHAD ANDERSON	-41.33
11/03/2025	65110	Check	VAN MICHAEL FLATTERY	-104.98
11/03/2025	65112	Check	ALYSSA N KNUDSEN	-118.13
11/03/2025	65114	Check	EMILY F MARTZ	-119.23
11/06/2025	65120	Check	UNA HOMES, LLC	-20.64
			Total Outstanding Checks (33)	-2,652.97

Bank Statement Register

Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
Bank Draft	68	0.00	-3,653,213.90	-3,653,213.90
Check	68	-2,652.97	-21,332.46	-23,985.43
Deposit	214	0.00	2,877,922.45	2,877,922.45
EFT	7	0.00	-304,194.82	-304,194.82
Check Reversal	1	0.00	672.52	672.52
AP Automation	58	0.00	-574,031.27	-574,031.27
		-2,652.97	-1,674,177.48	-1,676,830.45

Bank Statement Register

Iowa Public Agency Investment Trust

Period 11/1/2025 - 11/30/2025

Packet: BRPKT00320

Bank Statement		General Ledger	
Beginning Balance	45,590,735.41	Account Balance	43,888,533.31
Plus Debits	0.00	Less Outstanding Debits	0.00
Less Credits	1,702,202.10	Plus Outstanding Credits	0.00
Adjustments	103,225.17	Adjustments	103,225.17
Ending Balance	43,991,758.48	Adjusted Account Balance	43,991,758.48

Statement Ending Balance	43,991,758.48
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

001-000-1150	IPAIT - GENERAL FUND 11763 MM
110-000-1159	IPAIT - ROAD FUND 125
121-000-1150	IPAIT - LOSST 128
167-000-1150	IPAIT - LIBRARY T&A MM 110
200-000-1151	IPAIT CD - DEBT SERVICE 124
200-000-1162	IPAIT - DEBT SERVICE 124
306-000-1150	IPAIT - CITY CAMPUS 131
325-000-1150	IPAIT - STREETS MASTER PLAN 133
325-000-1151	IPAIT CD - STREET MASTER PLAN
327-000-1150	IPAIT - GRANT ST S/COMMUTER LOOP 126
329-000-1150	IPAIT - CVT EAST 203
330-000-1150	IPAIT - THE STATION 204
333-000-1150	IPAIT - DITCH 2 CREEK IMPROVEMENT 112
335-000-1150	IPAIT - PARKS 109
335-000-1151	IPAIT CD - PARKS
337-000-1150	IPAIT - THE GRAIN DISTRICT
338-000-1150	IPAIT - MAINSTREET STORMWATER 118
340-000-1150	IPAIT - UNDRPASS HWY65 114
341-000-1150	IPAIT - TIF PARKLAND 115
342-000-1150	IPAIT - IST & MAIN ECON
343-000-1150	IPAIT - DOWNTOWN PARKING 206
343-000-1151	IPAIT CD - DOWNTOWN PARKING 206
344-000-1150	IPAIT - 16TH ST NE - GRANT TO PLEASANT
346-000-1150	IPAIT - CITY HALL
347-000-1150	IPAIT - BRIDGE INTERSECTION 121
347-000-1151	IPAIT CD - 10TH ST BRIDGE 121
348-000-1150	IPAIT - NE STWATER EXPAN/DOWNSTRM CAP 122
350-000-1150	IPAIT - PROJECT BLUEJAY 202
351-000-1150	IPAIT - LIBRARY EXPANSION 129

353-000-1150	IPAIT - OMEGA 120
354-000-1150	IPAIT - COMMERCE CROSSING
355-000-1150	IPAIT - CENTRAL DISTRICT STORMWATER 134
356-000-1150	IPAIT - CERTIFIED SITE IMPROVEMENTS 132
500-000-1150	IPAIT - CEMETERY T/A 108
600-000-1151	IPAIT - WATER OPERAT 104
600-000-1159	IPAIT - UTILITY DEPOSITS 111
610-000-1151	IPAIT - SEWER OPERAT 103
610-000-1153	IPAIT - NW TRK SEWR EXT 117
610-000-1154	IPAIT - SEWER RESERVE 201
741-000-1150	IPAIT - STORM WATER RESERVE 2020E 130

Adjustments

Item Date	Reference	Item Type	Description	Offsetting Account Number	Amount
11/30/2025	INT0001425	Interest	INTEREST GENERAL	001-950-4-4300	10,508.45
11/30/2025	INT0001444	Interest	INTEREST STATION	330-440-4-4300	10,749.50
11/30/2025	INT0001443	Interest	INTEREST CVT	329-210-4-4300	2,171.96
11/30/2025	INT0001442	Interest	INTEREST 2020C	610-815-4-4300	350.70
11/30/2025	INT0001441	Interest	INTEREST CENTRAL	355-865-4-4300	18,154.91
11/30/2025	INT0001440	Interest	INTEREST STREETS	325-210-4-4300	23,659.48
11/30/2025	INT0001439	Interest	INTEREST CERTIFIED	356-520-4-4300	1,698.89
11/30/2025	INT0001438	Interest	INTEREST CAMPUS	306-150-4-4300	7,811.85
11/30/2025	INT0001437	Interest	INTEREST 2020E	741-865-4-4300	456.94
11/30/2025	INT0001436	Interest	INTEREST LOSST	121-950-4-4301	653.33
11/30/2025	INT0001435	Interest	INTEREST LOOP	327-210-4-4300	1.80
11/30/2025	INT0001434	Interest	INTEREST ROAD	110-210-4-4300	808.47
11/30/2025	INT0001433	Interest	INTEREST DEBT	200-710-4-4300	171.07
11/30/2025	INT0001432	Interest	INTEREST BRIDGE	347-520-4-4300	79.51
11/30/2025	INT0001431	Interest	INTEREST DEPOSITS	600-810-4-4300	1,201.51
11/30/2025	INT0001430	Interest	INTEREST LIBRARY	167-410-4-4300	19.77
11/30/2025	INT0001429	Interest	INTEREST PARKS	335-430-4-4300	5,668.98
11/30/2025	INT0001428	Interest	INTEREST CEMETERY	500-450-4-4300	101.50
11/30/2025	INT0001427	Interest	INTEREST WATER	600-810-4-4300	2,406.17
11/30/2025	INT0001426	Interest	INTEREST SEWER	610-815-4-4300	2,405.63
11/30/2025	INT0001445	Interest	INTEREST GRAIN	337-210-4-4300	13,368.79
11/30/2025	INT0001446	Interest	INTEREST PARKING	343-220-4-4300	775.96
				Total Adjustments (22)	103,225.17

Cleared Other

Item Date	Reference	Item Type	Description	Amount
11/03/2025	EFT0000811	EFT	MOVE 110K FROM IPAIT 335 TO VISION	-110,000.00
11/19/2025	EFT0000812	EFT	TRANSFER 650K FROM IPAIT 325 TO VISIC	-650,000.00
11/19/2025	EFT0000813	EFT	TRANSFER 100K FROM IPAIT 330 TO VISIC	-100,000.00
11/20/2025	EFT0000814	EFT	TRANSFER 400K FROM IPAIT 337 TO VISI	-400,000.00
11/20/2025	EFT0000815	EFT	TRANSFER 375K FROM IPAIT 356 TO VISIC	-375,000.00

Cleared Other

Item Date	Reference	Item Type	Description	Amount
11/26/2025	EFT0000820	EFT	TRANSFER $67,202.10 FROM IPAIT TO VIS	-67,202.10
			Total Cleared Other (6)	-1,702,202.10

Bank Statement Register

Transaction Summary

Transaction Type	Count	Outstanding	Cleared	Total
EFT	6	0.00	-1,702,202.10	-1,702,202.10
		0.00	-1,702,202.10	-1,702,202.10

Bank Statement Register

Cemetery Perpetual Care

Period 11/1/2025 - 11/30/2025

Packet: BRPKT00321

Bank Statement		General Ledger	
Beginning Balance	5,137.70	Account Balance	5,137.70
Plus Debits	0.00	Less Outstanding Debits	0.00
Less Credits	0.00	Plus Outstanding Credits	0.00
Adjustments	14.74	Adjustments	14.74
Ending Balance	5,152.44	Adjusted Account Balance	5,152.44

Statement Ending Balance	5,152.44
Bank Difference	0.00
General Ledger Difference	0.00

CASH BALANCE CONSISTS OF THE FOLLOWING GENERAL LEDGER ACCOUNTS

500-000-1111 SAVINGS - CEMETERY XXX1037

Adjustments

Item Date	Reference	Item Type	Description	Offsetting Account Number	Amount
11/30/2025	INT0001424	Interest	INTEREST CEMETERY	500-450-4-4300	14.74
				Total Adjustments (1)	14.74

Check Register

Packet: APPKT03020 - 12/2/25 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	12/03/2025	AP Automation	0.00	240.00	APA001411
3013	ABSOLUTE REPAIR LLC	12/03/2025	AP Automation	0.00	13,256.40	APA001412
2030	ALLEGRA	12/03/2025	AP Automation	0.00	106.14	APA001413
2705	AMAZON CAPITAL SERVICES	12/03/2025	AP Automation	0.00	3,803.98	APA001414
0049	BAKER GROUP	12/03/2025	AP Automation	0.00	6,004.68	APA001415
2996	BELL BROTHERS HEATING AND AIR C	12/03/2025	AP Automation	0.00	9,307.24	APA001416
2638	BOLTON & MENK, INC	12/03/2025	AP Automation	0.00	455.00	APA001417
2873	BUSINESS FURNITURE WAREHOUSE	12/03/2025	AP Automation	0.00	5,915.33	APA001418
2828	ELECTRIC PUMP INC.	12/03/2025	AP Automation	0.00	1,000.00	APA001419
3005	EOCENE ENVIRONMENTAL GROUP, I	12/03/2025	AP Automation	0.00	1,695.00	APA001420
2984	HAWKINS INC	12/03/2025	AP Automation	0.00	95.00	APA001421
0210	IMWCA	12/03/2025	AP Automation	0.00	8,653.00	APA001422
0904	INTERSTATE BATTERY	12/03/2025	AP Automation	0.00	152.95	APA001423
2836	ISPACE ENVIRONMENTS, INC.	12/03/2025	AP Automation	0.00	34,943.87	APA001424
1340	KONICA MINOLTA	12/03/2025	AP Automation	0.00	379.31	APA001425
0842	MENARDS - ALTOONA	12/03/2025	AP Automation	0.00	562.08	APA001426
0286	METRO WASTE AUTHORITY	12/03/2025	AP Automation	0.00	98,942.86	APA001427
0251	MICROBAC LABORATORIES, INC	12/03/2025	AP Automation	0.00	473.00	APA001428
2900	MISFIT STUDIOS-515 LLC	12/03/2025	AP Automation	0.00	400.00	APA001429
3017	MURTHA INDOOR SOLUTIONS	12/03/2025	AP Automation	0.00	2,251.03	APA001430
0939	OCCUPATIONAL HEALTH CENETERS	12/03/2025	AP Automation	0.00	362.00	APA001431
0939	OCCUPATIONAL HEALTH CENETERS	12/03/2025	AP Automation	0.00	413.00	APA001432
2192	OMNI EMS	12/03/2025	AP Automation	0.00	2,298.22	APA001433
1457	OREILLY AUTO PARTS	12/03/2025	AP Automation	0.00	256.98	APA001434
2930	PATRIOT CRITICAL POWER LLC	12/03/2025	AP Automation	0.00	2,259.81	APA001435
2958	PIGOTT INC	12/03/2025	AP Automation	0.00	4,635.35	APA001436
2691	POLK COUNTY SHERIFF	12/03/2025	AP Automation	0.00	73,616.25	APA001437
2691	POLK COUNTY SHERIFF	12/03/2025	AP Automation	0.00	73,616.25	APA001438
2789	ROOF, GERDES, ERLBACHER, PLC	12/03/2025	AP Automation	0.00	15,250.00	APA001439
1301	STOREY-KENWORTHY COMPANY	12/03/2025	AP Automation	0.00	275.86	APA001440
1534	STRATUS BUILDNG SOLUTIONS IOW/	12/03/2025	AP Automation	0.00	2,053.46	APA001441
1813	UNITYPOINT CLINIC-OCCUPATI MED	12/03/2025	AP Automation	0.00	84.00	APA001442
1813	UNITYPOINT CLINIC-OCCUPATI MED	12/03/2025	AP Automation	0.00	147.50	APA001443
2706	VALEO NETWORKS	12/03/2025	AP Automation	0.00	191.70	APA001444
2706	VALEO NETWORKS	12/03/2025	AP Automation	0.00	9,940.32	APA001445
1161	VEENSTRA & KIMM, INC.	12/03/2025	AP Automation	0.00	30,517.70	APA001446
2688	WORKSPACE	12/03/2025	AP Automation	0.00	31,649.59	APA001447

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	65	37	0.00	436,204.86
	65	**37**	**0.00**	**436,204.86**

	AP Automation	65	37	0.00	436,204.86

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2025	436,204.86
			436,204.86

Check Register

Packet: APPKT02966 - 12/2/2025 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						
2899	ERIC SHAFER	12/03/2025	Regular	0.00	200.00	65131
2896	MARK MICHAEL	12/03/2025	Regular	0.00	300.00	65132
0291	MIDAMERICAN ENERGY	12/03/2025	Regular	0.00	1,229.65	65133
0965	MANATT'S INC.	11/20/2025	Bank Draft	0.00	389,755.70	DFT0004340
1148	MCANINCH CORPORATION	11/19/2025	Bank Draft	0.00	21,700.16	DFT0004341
3009	STERNQUIST CONSTRUCTION, INC.	11/19/2025	Bank Draft	0.00	259,975.68	DFT0004342
0965	MANATT'S INC.	11/19/2025	Bank Draft	0.00	375,916.79	DFT0004343
0416	POSTMASTER	11/19/2025	Bank Draft	0.00	118.95	DFT0004344
2254	TCM BANK NA	11/26/2025	Bank Draft	0.00	3,227.09	DFT0004345
2412	ALLIANCE CONSTRUCTION GROUP	11/20/2025	Bank Draft	0.00	366,353.09	DFT0004346
0050	UMB BANK	11/26/2025	Bank Draft	0.00	600.00	DFT0004347
0050	UMB BANK	11/26/2025	Bank Draft	0.00	704,862.52	DFT0004348
0050	UMB BANK	11/26/2025	Bank Draft	0.00	216,574.84	DFT0004349
0050	UMB BANK	11/26/2025	Bank Draft	0.00	220,187.50	DFT0004350
0050	UMB BANK	11/26/2025	Bank Draft	0.00	18,195.00	DFT0004351
0050	UMB BANK	11/26/2025	Bank Draft	0.00	2,501.25	DFT0004352
0050	UMB BANK	11/26/2025	Bank Draft	0.00	7,555.00	DFT0004353
0050	UMB BANK	11/26/2025	Bank Draft	0.00	1,703.75	DFT0004354
0050	UMB BANK	11/26/2025	Bank Draft	0.00	24,150.00	DFT0004355
0050	UMB BANK	11/26/2025	Bank Draft	0.00	70,450.00	DFT0004356
0050	UMB BANK	11/26/2025	Bank Draft	0.00	34,487.50	DFT0004357
0050	UMB BANK	11/26/2025	Bank Draft	0.00	60,650.00	DFT0004358
0050	UMB BANK	11/26/2025	Bank Draft	0.00	144,000.00	DFT0004359
0050	UMB BANK	11/26/2025	Bank Draft	0.00	258,775.00	DFT0004360
0050	UMB BANK	11/26/2025	Bank Draft	0.00	17,900.00	DFT0004361
0050	UMB BANK	11/26/2025	Bank Draft	0.00	25,042.50	DFT0004362
2254	TCM BANK NA	11/26/2025	Bank Draft	0.00	1,698.65	DFT0004363
3025	MI-FIBER LLC	11/26/2025	Bank Draft	0.00	37.35	DFT0004364
0416	POSTMASTER	11/04/2025	Bank Draft	0.00	672.52	DFT0004365
0144	DES MOINES WATER WORKS	11/28/2025	Bank Draft	0.00	91,153.52	DFT0004366
0416	POSTMASTER	12/02/2025	Bank Draft	0.00	671.11	DFT0004367

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	3	0.00	1,729.65
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	28	28	0.00	3,318,915.47
EFT's	0	0	0.00	0.00
	31	**31**	**0.00**	**3,320,645.12**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2025	3,318,244.36
999	POOLED CASH	12/2025	2,400.76
			3,320,645.12

Check Register

Packet: APPKT03144 - 12/5/25 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						
2135	ACME TOOLS DES MOINES	12/05/2025	AP Automation	0.00	308.99	APA001448
0020	ALTOONA ACE HARDWARE	12/05/2025	AP Automation	0.00	39.92	APA001449
2705	AMAZON CAPITAL SERVICES	12/05/2025	AP Automation	0.00	2,653.23	APA001450
2905	ARMOR EQUIPMENT	12/05/2025	AP Automation	0.00	132.08	APA001451
2935	ASCENDANCE TRUCKS, LLC	12/05/2025	AP Automation	0.00	782.67	APA001452
2687	AT&T MOBILITY	12/05/2025	AP Automation	0.00	474.54	APA001453
2772	BAMWX LLC	12/05/2025	AP Automation	0.00	3,600.00	APA001454
1742	BAUER BUILT TIRE	12/05/2025	AP Automation	0.00	251.70	APA001455
2953	BEECHER EMISSION SOLUTION TECH	12/05/2025	AP Automation	0.00	19,992.00	APA001456
1537	BOUND TREE MEDICAL LLC	12/05/2025	AP Automation	0.00	429.75	APA001457
2510	CENTRAL IOWA MECHANICAL	12/05/2025	AP Automation	0.00	3,990.90	APA001458
0095	CFI SALES INC.	12/05/2025	AP Automation	0.00	439.22	APA001459
1228	CINTAS CORPORATION #762	12/05/2025	AP Automation	0.00	270.19	APA001460
2116	CONFLUENCE	12/05/2025	AP Automation	0.00	8,375.00	APA001461
1994	CONVERGINT TECHNOLOGIES LLC	12/05/2025	AP Automation	0.00	3,903.00	APA001462
2075	CORE & MAIN LP	12/05/2025	AP Automation	0.00	1,034.18	APA001463
1580	D & K PRODUCTS	12/05/2025	AP Automation	0.00	70.00	APA001464
0134	DEMCO	12/05/2025	AP Automation	0.00	560.88	APA001465
3028	Environmental Property Solutions, Ir	12/05/2025	AP Automation	0.00	1,700.00	APA001466
1525	GANNETT MEDIA CORP	12/05/2025	AP Automation	0.00	574.16	APA001467
0179	GRAYBAR	12/05/2025	AP Automation	0.00	211.56	APA001468
2970	HARN R/O SYSTEMS INC	12/05/2025	AP Automation	0.00	5,000.00	APA001469
0193	HAWKEYE TRUCK EQUIPMENT	12/05/2025	AP Automation	0.00	1,241.06	APA001470
3026	HILDE DEBRUYNE	12/05/2025	AP Automation	0.00	7,500.00	APA001471
2754	HR GREEN, INC.	12/05/2025	AP Automation	0.00	33,401.35	APA001472
2765	I & S GROUP, INC.	12/05/2025	AP Automation	0.00	8,117.25	APA001473
0230	IOWA ONE CALL	12/05/2025	AP Automation	0.00	228.80	APA001474
1062	IOWA PRISON INDUSTRIES	12/05/2025	AP Automation	0.00	4,607.38	APA001475
0233	IOWA RURAL WATER ASSOCIATION	12/05/2025	AP Automation	0.00	465.00	APA001476
0224	IOWA DEPT OF TRANSPORTATION	12/05/2025	AP Automation	0.00	2,472.98	APA001477
2091	IEDA	12/05/2025	AP Automation	0.00	855.00	APA001478
2937	INGRAM LIBRARY SERVICES	12/05/2025	AP Automation	0.00	797.65	APA001479
2078	KADETH INC	12/05/2025	AP Automation	0.00	685.00	APA001480
2659	LAWSON PRODUCTS, INC.	12/05/2025	AP Automation	0.00	90.36	APA001481
0842	MENARDS - ALTOONA	12/05/2025	AP Automation	0.00	869.48	APA001482
2409	MERCY NORTH PHARMACY	12/05/2025	AP Automation	0.00	150.22	APA001483
0251	MICROBAC LABORATORIES, INC	12/05/2025	AP Automation	0.00	87.50	APA001484
0291	MIDAMERICAN ENERGY	12/05/2025	AP Automation	0.00	5,320.68	APA001485
2100	MIDWEST TAPE, LLC	12/05/2025	AP Automation	0.00	559.62	APA001486
0308	MUNICIPAL SUPPLY, INC.	12/05/2025	AP Automation	0.00	29,084.84	APA001487
0979	NAPA AUTO PARTS	12/05/2025	AP Automation	0.00	13.62	APA001488
1457	OREILLY AUTO PARTS	12/05/2025	AP Automation	0.00	1,118.34	APA001489
1858	OVERDRIVE INC	12/05/2025	AP Automation	0.00	2,097.16	APA001490
0325	P & P SMALL ENGINES	12/05/2025	AP Automation	0.00	558.75	APA001491
0332	PLUMB SUPPLY	12/05/2025	AP Automation	0.00	233.13	APA001492
0619	RACOM CORPORATION	12/05/2025	AP Automation	0.00	555.56	APA001493
1498	SCOTT'S AUTO GLASS	12/05/2025	AP Automation	0.00	130.00	APA001494
2832	SECURITY EQUIPMENT, INC.	12/05/2025	AP Automation	0.00	36.00	APA001495
1504	SHIVE-HATTERY INC	12/05/2025	AP Automation	0.00	27,201.58	APA001496
1534	STRATUS BUILDNG SOLUTIONS IOW/	12/05/2025	AP Automation	0.00	851.56	APA001497
1346	STRYKER SALES CORPORATION	12/05/2025	AP Automation	0.00	4,661.28	APA001498
2222	SURVEYING AND MAPPING, LLC	12/05/2025	AP Automation	0.00	600.00	APA001499
2964	THE DEALT HAND	12/05/2025	AP Automation	0.00	100.00	APA001500
0940	THE DES MOINES REGISTER	12/05/2025	AP Automation	0.00	501.02	APA001501

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
3023	TIMBERPINE, INC.	12/05/2025	AP Automation	0.00	11,235.00	APA001502
2406	UNIQUE	12/05/2025	AP Automation	0.00	58.25	APA001503
0525	US CELLULAR	12/05/2025	AP Automation	0.00	306.53	APA001504
1161	VEENSTRA & KIMM, INC.	12/05/2025	AP Automation	0.00	114,315.33	APA001505
2595	VENDNOVATION, LLC	12/05/2025	AP Automation	0.00	50.00	APA001506

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	113	59	0.00	315,951.25
	113	**59**	**0.00**	**315,951.25**

	AP Automation	113	59	0.00	315,951.25

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2025	315,951.25
			315,951.25

Payable Register

Payable Detail by Vendor Name

Packet: APPKT02965 - PYPKT00759 - 11/03-11/16/25 PAID ON 11/21/25

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Payable Date	Due Date	Discount Date / On Hold	Amount	Tax	Shipping	Discount	Total
Vendor: 2304 - EBS									**Vendor Total:**	**31,465.65**
INV0005324	Invoice	12/1/2025	12/1/2025	12/1/2025	12/1/2025	1,971.51	0.00	0.00	0.00	1,971.51
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	**Payment Date:** 12/1/2025			**Bank Draft:**	DFT0004327

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DELTA DENTAL PAYMENT	Service	0.00	0.00	1,971.51	0.00	0.00	0.00	1,971.51

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2125	DENTAL INSURANCE		1,971.51	100.00%

INV0005327	Invoice	12/1/2025	12/1/2025	12/1/2025	12/1/2025	22,280.92	0.00	0.00	0.00	22,280.92
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	**Payment Date:** 12/1/2025			**Bank Draft:**	DFT0004330

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
HEALTH INSURANCE WELLMARK	Service	0.00	0.00	22,280.92	0.00	0.00	0.00	22,280.92

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDING		22,280.92	100.00%

INV0005328	Invoice	12/1/2025	12/1/2025	12/1/2025	12/1/2025	1,299.52	0.00	0.00	0.00	1,299.52
EBS ADMIN COST	AP Bank Code - AP Bank				No	**Payment Date:** 12/1/2025			**Bank Draft:**	DFT0004331

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
EBS ADMIN COST	Service	0.00	0.00	1,299.52	0.00	0.00	0.00	1,299.52

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDING		1,299.52	100.00%

INV0005330	Invoice	12/1/2025	12/1/2025	12/1/2025	12/1/2025	1,693.86	0.00	0.00	0.00	1,693.86
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	**Payment Date:** 12/1/2025			**Bank Draft:**	DFT0004333

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
LIFE & DIS PRINCIPAL	Service	0.00	0.00	1,693.86	0.00	0.00	0.00	1,693.86

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDING		1,693.86	100.00%

INV0005331	Invoice	12/1/2025	12/1/2025	12/1/2025	12/1/2025	3,977.50	0.00	0.00	0.00	3,977.50
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	**Payment Date:** 12/1/2025			**Bank Draft:**	DFT0004334

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SELF FUNDED DEDUCTABLE INSURANCE	Service	0.00	0.00	3,977.50	0.00	0.00	0.00	3,977.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDING		3,977.50	100.00%

INV0005332	Invoice	12/1/2025	12/1/2025	12/1/2025	12/1/2025	242.34	0.00	0.00	0.00	242.34
VISION AVISES	AP Bank Code - AP Bank				No	**Payment Date:** 12/1/2025			**Bank Draft:**	DFT0004335

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
VISION AVISES	Service	0.00	0.00	242.34	0.00	0.00	0.00	242.34

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2132	VISION WITHHOLDING		242.34	100.00%

Vendor: 0238 - IOWA WORKFORCE DEVELOPMENT **Vendor Total: 87.76**

INV0005336	Invoice	12/19/2025	12/19/2025	12/19/2025	12/19/2025	87.76	0.00	0.00	0.00	87.76
Unemployement Insurance	AP Bank Code - AP Bank				No	**Payment Date:** 12/19/2025			**Bank Draft:**	DFT0004339

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployement Insurance	NA	0.00	0.00	87.76	0.00	0.00	0.00	87.76

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2122	STATE WITHHOLDING		87.76	100.00%

Vendor: 0239 - IPERS **Vendor Total: 20,815.51**

INV0005329	Invoice	11/21/2025	11/21/2025	11/21/2025	11/21/2025	626.77	0.00	0.00	0.00	626.77
Payroll Contribution	AP Bank Code - AP Bank				No	**Payment Date:** 11/21/2025			**Bank Draft:**	DFT0004332

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	626.77	0.00	0.00	0.00	626.77

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		626.77	100.00%

INV0005333	Invoice	11/21/2025	11/21/2025	11/21/2025	11/21/2025	20,188.74	0.00	0.00	0.00	20,188.74
Payroll Contribution	AP Bank Code - AP Bank				No	**Payment Date:** 11/21/2025			**Bank Draft:**	DFT0004336

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	8,053.20	0.00	0.00	0.00	8,053.20

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		8,053.20	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	12,135.54	0.00	0.00	0.00	12,135.54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		12,135.54	100.00%

Vendor: 1512 - IRS USATAXPYMT **Vendor Total: 33,625.54**

INV0005335	Invoice	11/21/2025	11/21/2025	11/21/2025	11/21/2025	33,625.54	0.00	0.00	0.00	33,625.54
Federal Tax Withheld	AP Bank Code - AP Bank				No	**Payment Date:** 11/21/2025			**Bank Draft:**	DFT0004338

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Withholding	NA	0.00	0.00	17,517.76	0.00	0.00	0.00	17,517.76

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		17,517.76	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding	NA	0.00	0.00	4,096.96	0.00	0.00	0.00	4,096.96

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		4,096.96	100.00%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal Tax Withheld	NA	0.00	0.00	12,010.82	0.00	0.00	0.00	12,010.82

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
670-050-2120	FEDERAL WITHHOLDING		31.05	0.26%
610-050-2120	FEDERAL WITHHOLDING		934.29	7.78%
741-050-2120	FEDERAL WITHHOLDING		349.20	2.91%
600-050-2120	FEDERAL WITHHOLDING		1,004.78	8.37%
110-050-2120	FEDERAL WITHHOLDING		919.40	7.65%
001-050-2120	FEDERAL WITHHOLDING		8,772.10	73.03%

Vendor: 2249 - ISOLVED BENEFIT SERVICES **Vendor Total: 2,865.87**

INV0005325	Invoice	11/21/2025	11/21/2025	11/21/2025	11/21/2025	2,813.47	0.00	0.00	0.00	2,813.47
Payroll Deduction	AP Bank Code - AP Bank			No	**Payment Date:** 11/21/2025			**Bank Draft:**		DFT0004328

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	NA	0.00	0.00	2,813.47	0.00	0.00	0.00	2,813.47

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
820-050-2131	SELF-FUNDED WITHHOLDING		2,813.47	100.00%

INV0005326	Invoice	12/6/2025	12/6/2025	12/6/2025	12/6/2025	52.40	0.00	0.00	0.00	52.40
FSA ADMIN FEE	AP Bank Code - AP Bank			No	**Payment Date:** 12/6/2025			**Bank Draft:**		DFT0004329

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX SPENDING ADMINISTRATION FEE	Service	0.00	0.00	52.40	0.00	0.00	0.00	52.40

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
820-050-2131	SELF-FUNDED WITHHOLDING		52.40	100.00%

Vendor: 1274 - MISSION SQUARE **Vendor Total: 3,786.72**

INV0005321	Invoice	11/21/2025	11/21/2025	11/21/2025	11/21/2025	2,490.00	0.00	0.00	0.00	2,490.00
Payroll Deduction	AP Bank Code - AP Bank			No	**Payment Date:** 11/21/2025			**Bank Draft:**		DFT0004324

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	NA	0.00	0.00	2,490.00	0.00	0.00	0.00	2,490.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2130	ICMA-RC		2,490.00	100.00%

INV0005322	Invoice	11/21/2025	11/21/2025	11/21/2025	11/21/2025	435.22	0.00	0.00	0.00	435.22
DEFFERED COMPENSATION	AP Bank Code - AP Bank			No	**Payment Date:** 11/21/2025			**Bank Draft:**		DFT0004325

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DEFFERED COMPENSATION	Service	0.00	0.00	435.22	0.00	0.00	0.00	435.22

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2130	ICMA-RC		435.22	100.00%

INV0005323	Invoice	11/21/2025	11/21/2025	11/21/2025	11/21/2025	861.50	0.00	0.00	0.00	861.50
ICMA-ROTH	AP Bank Code - AP Bank			No	**Payment Date:** 11/21/2025			**Bank Draft:**		DFT0004326

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code			On Hold						

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ICMA-ROTH	NA	0.00	0.00	861.50	0.00	0.00	0.00	861.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
110-050-2130	ICMA-RC		5.00	0.58%
741-050-2130	ICMA-RC		2.48	0.29%
670-050-2130	ICMA-RC		2.50	0.29%
610-050-2130	ICMA-RC		79.54	9.23%
600-050-2130	ICMA-RC		77.06	8.94%
001-050-2130	ICMA-RC		694.92	80.66%

Vendor: 1832 - TREASURER - STATE OF IOWA **Vendor Total: 4,115.71**

INV0005334	Invoice	11/21/2025	11/21/2025	11/21/2025	11/21/2025	4,115.71	0.00	0.00	0.00	4,115.71
State Tax Withholding	AP Bank Code - AP Bank			No	**Payment Date:** 11/21/2025			**Bank Draft:**		DFT0004337

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding	NA	0.00	0.00	4,115.71	0.00	0.00	0.00	4,115.71

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
670-050-2122	STATE WITHHOLDING		12.49	0%
741-050-2122	STATE WITHHOLDING		145.32	0%
110-050-2122	STATE WITHHOLDING		337.68	0%
001-050-2122	STATE WITHHOLDING		2,958.89	0%
610-050-2122	STATE WITHHOLDING		317.48	0%
600-050-2122	STATE WITHHOLDING		343.85	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	16	96,762.76	0.00	0.00	0.00	96,762.76	96,762.76	0.00
	Grand Total:	**96,762.76**	**0.00**	**0.00**	**0.00**	**96,762.76**	**96,762.76**	**0.00**

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	8,772.10
001-050-2122	STATE WITHHOLDING	2,958.89
001-050-2130	ICMA-RC	3,620.14
	Total:	**15,351.13**

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	919.40
110-050-2122	STATE WITHHOLDING	337.68
110-050-2130	ICMA-RC	5.00
	Total:	**1,262.08**

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	21,614.72
112-050-2122	STATE WITHHOLDING	87.76
112-050-2123	IPERS WITHHOLDING	20,815.51
112-050-2124	HEALTH INSURANCE WITHHOLDING	29,251.80
112-050-2125	DENTAL INSURANCE	1,971.51
112-050-2132	VISION WITHHOLDING	242.34
	Total:	**73,983.64**

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	1,004.78
600-050-2122	STATE WITHHOLDING	343.85
600-050-2130	ICMA-RC	77.06
	Total:	**1,425.69**

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	934.29
610-050-2122	STATE WITHHOLDING	317.48
610-050-2130	ICMA-RC	79.54
	Total:	**1,331.31**

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	31.05
670-050-2122	STATE WITHHOLDING	12.49
670-050-2130	ICMA-RC	2.50
	Total:	**46.04**

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	349.20
741-050-2122	STATE WITHHOLDING	145.32
741-050-2130	ICMA-RC	2.48
	Total:	**497.00**

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,865.87
	Total:	**2,865.87**

Payroll Check Register

Checks

Pay Period: 11/17/2025-11/30/2025

Packet: PYPKT00765 - 11/17-11/30/25 PAID ON 12/05/225
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: 11/17/2025-11/30/2025

Packet: PYPKT00765 - 11/17-11/30/25 PAID ON 12/05/225
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
ADAMS, CASSANDRA	3148	12/05/2025	145.36	107224
ADAMS, CASSANDRA	3148	12/05/2025	145.37	107224
ADKISSON, JENNIFER	3145	12/05/2025	1,074.72	107225
AGANS, PAYTON	1602	12/05/2025	2,160.68	107226
BAAS, JAMIE	4147	12/05/2025	149.89	107227
BAILEY, BOYCE E	7104	12/05/2025	2,027.44	107228
BERGESON, JOHN W	7121	12/05/2025	2,098.72	107229
BRIGGS, ASHTON S	1511	12/05/2025	962.58	107230
CARPENTER, JOHN C	5129	12/05/2025	1,718.10	107231
CLAMAN, CATHERINE JO	3146	12/05/2025	194.32	107232
CLAMAN, CATHERINE JO	3146	12/05/2025	291.49	107232
COLLISON, PATRICK F	5103	12/05/2025	2,496.65	107233
CORY, JOHN P	7120	12/05/2025	2,762.69	107234
CRITTENDEN, MATTHEW	1567	12/05/2025	1,114.55	107235
DE LOS SANTOS, JUAN DAVID	7128	12/05/2025	2,096.36	107236
DENHAM, DARIN	7129	12/05/2025	1,973.13	107237
DENNY, KOLE	1585	12/05/2025	457.36	107238
ELLIOTT, KYLE	1568	12/05/2025	1,093.09	107239
GILSON, DUSTY ALAN	7124	12/05/2025	1,846.05	107240
HAGAN, SHELBY L	5118	12/05/2025	2,884.65	107241
HIGGINS, DAVID P.	7105	12/05/2025	2,460.23	107242
HORTON, JOHN C	7112	12/05/2025	100.00	107243
HORTON, JOHN C	7112	12/05/2025	3,867.50	107243
HUFF, TIMOTHY J	1559	12/05/2025	330.00	107244
HUFF, TIMOTHY J	1559	12/05/2025	2,726.90	107244
ISKE, BLAKE	1600	12/05/2025	725.86	107245
JESS, JENE' N	5123	12/05/2025	3,780.87	107246
JOHNSON, DEVIN	1610	12/05/2025	2,406.05	107247
KING, CHRISTINA M	3143	12/05/2025	659.60	107248
KLINKER-FELD, MICHELL M	3135	12/05/2025	2,755.26	107249
KLUS, KATIE	5134	12/05/2025	1,821.15	107250
KOBER, ANDREW M	1557	12/05/2025	605.22	107251
KREUDER, AARON M	1441	12/05/2025	4,006.60	107252
KRUSE, OSCAR	1586	12/05/2025	1,118.09	107253
LEINEN, DAVID	1608	12/05/2025	715.85	107254
LUING, TIFFANY A	5133	12/05/2025	2,134.60	107255
LUNDQUIST, BRADLEY D	1555	12/05/2025	729.83	107256
MARSHMAN, CRAIG A	5125	12/05/2025	2,144.56	107257
MASON, KYLE	1598	12/05/2025	1,132.25	107258
MATTSON, ELAINE	5135	12/05/2025	1,460.50	107259
MERRILL, SARAH J	1590	12/05/2025	2,623.05	107260
MEYERES, KYLEIGH	1601	12/05/2025	673.59	107261
MILLER, BRODY E	1582	12/05/2025	1,839.88	107262
MURRAY, MARGARET	5126	12/05/2025	3,488.44	107263
OLIVER, MARKETA S	8403	12/05/2025	300.00	107264
OLIVER, MARKETA S	8403	12/05/2025	4,195.24	107264
PEZLEY, ISAAC J	5132	12/05/2025	2,426.20	107265
RAUTERBERG, ANTHONY	1599	12/05/2025	2,954.83	107266
RETZLAFF, ADAM M	1609	12/05/2025	2,329.81	107267
REYNOLDS, RAY A	1537	12/05/2025	967.54	107268
RICCIO, ANTHONY F	1583	12/05/2025	928.46	107269

Packet: PYPKT00765 - 11/17-11/30/25 PAID ON 12/05/225
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
SCHINCKE, MEGAN	3137	12/05/2025	100.00	107270
SCHINCKE, MEGAN	3137	12/05/2025	1,623.03	107270
SEXTON, WILLIAM M	7125	12/05/2025	250.00	107271
SEXTON, WILLIAM M	7125	12/05/2025	1,620.98	107271
SIEVE, BENJAMIN JOSHUA	1606	12/05/2025	2,467.97	107272
SIMONI, ANDREW	1604	12/05/2025	2,209.33	107273
SIMONI, ANDREW	1604	12/05/2025	300.00	107273
SOCKNESS TEEPLE, MEGAN E	3147	12/05/2025	250.00	107274
SOCKNESS TEEPLE, MEGAN E	3147	12/05/2025	2,127.75	107274
SPOERRY, DANIELLE M	1527	12/05/2025	1,723.53	107275
STOULIL, JUSTIN	7131	12/05/2025	1,663.07	107276
SUHR, CARLENE E.F.	3144	12/05/2025	1,532.57	107277
SUMMERS, AANNA N	1575	12/05/2025	2,825.94	107278
SUMMERS, ALAN C	1534	12/05/2025	1,133.98	107279
WELTHA, CLAYTON	1566	12/05/2025	1,176.17	107280

Payroll Check Register

Report Summary

Pay Period: 11/17/2025-11/30/2025

Packet: PYPKT00765 - 11/17-11/30/25 PAID ON 12/05/225
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	107,105.48
Total	**66**	**107,105.48**

Payroll Check Register
Checks

Pay Period: 6/1/2025-11/30/2025

Packet: PYPKT00764 - 06/01-11/30/25 PPC PAID ON 12/05/25
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
SILLANPAA, MATTHEW D	8121	Regular	12/05/2025	1,499.23	1097

Payroll Check Register
Direct Deposits
Pay Period: 6/1/2025-11/30/2025

Packet: PYPKT00764 - 06/01-11/30/25 PPC PAID ON 12/05/25
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
COX, TARA K	8118	12/05/2025	1,499.23	107281
DRISCOLL, CHAD P	8120	12/05/2025	1,499.23	107282
ELROD, DOUG L	8117	12/05/2025	2,860.06	107283
MCKENZIE, ANGELA LEA	8119	12/05/2025	1,274.76	107284
PEFFER, BOB L	8115	12/05/2025	1,268.57	107285
SIDWELL, RICHARD A	1560	12/05/2025	277.05	107286

Payroll Check Register
Report Summary
Pay Period: 6/1/2025-11/30/2025

Packet: PYPKT00764 - 06/01-11/30/25 PPC PAID ON 12/05/25
Payroll Set: CITY OF BONDURANT, IA - 01

Type	Count	Amount
Regular Checks	1	1,499.23
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	6	8,678.90
Total	**7**	**10,178.13**

Payroll Check Register
Checks

Pay Period: 11/17/2025-11/30/2025

Packet: PYPKT00763 - RETZLAFF VACATION PAYOUT
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: 11/17/2025-11/30/2025

Packet: PYPKT00763 - RETZLAFF VACATION PAYOUT
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
RETZLAFF, ADAM M	1609	12/05/2025	247.17	107287

Payroll Check Register

Report Summary

Pay Period: 11/17/2025-11/30/2025

Packet: PYPKT00763 - RETZLAFF VACATION PAYOUT
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	1	247.17
Total	**1**	**247.17**

Refund Check Register

Refund Check Detail

UBPKT07620 - Refunds 01 UBPKT07618 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01204-05	MATTHEW RUSSELL	12/4/2025	65134	102.65			102.65	Generated From Billing
01-01934-01	CRAIG CAMPBELL	12/4/2025	65135	159.37			159.37	Generated From Billing
01-02268-02	LACY, AYLISSA C	12/4/2025	65136	111.55			111.55	Generated From Billing
01-02430-13	LAWRENCE EZELL	12/4/2025	65137	128.01			128.01	Generated From Billing
01-02750-02	PAGAN, JAMUEL A ALMENAS	12/4/2025	65138	112.65			112.65	Generated From Billing
01-02983-04	PINEGAR, TREVOR E	12/4/2025	65139	109.37			109.37	Generated From Billing
01-03123-08	CHRISTENSEN, ETHAN R	12/4/2025	65140	121.42			121.42	Generated From Billing
01-03153-13	HERRERA, JOSE A	12/4/2025	65141	47.50			47.50	Generated From Billing
01-03176-07	HENNICK, TANNER K	12/4/2025	65142	16.65			16.65	Generated From Billing
01-03183-14	WADE, HALEY M	12/4/2025	65143	119.23			119.23	Generated From Billing
01-03195-06	MAYNES, MACKENZIE	12/4/2025	65144	89.99			89.99	Generated From Billing
01-03543-02	LOGAN GIBBS	12/4/2025	65145	111.55			111.55	Generated From Billing
01-05180-08	BARR, ROBERT J	12/4/2025	65146	60.37			60.37	Generated From Billing
06-02432-04	BLUBAUGH, LISA S	12/4/2025	65147	124.72			124.72	Generated From Billing
07-01025-03	TKRG HOLDINGS LLC	12/4/2025	65148	111.22			111.22	Generated From Billing
07-01085-02	THE 101 LLC	12/4/2025	65149	139.04			139.04	Generated From Billing
14-03166-03	GRIM, BRENDA K	12/4/2025	65150	14.36			14.36	Generated From Billing
16-01406-03	CHUY, STEVEN M	12/4/2025	65151	102.65			102.65	Generated From Billing
16-01586-01	NETUSIL, SUSAN	12/4/2025	65152	84.54			84.54	Generated From Billing
16-01662-01	WHITNEY, ASHLEY D	12/4/2025	65153	120.33			120.33	Generated From Billing
16-01711-03	BRIGGS, CHARLES B	12/4/2025	65154	112.65			112.65	Generated From Billing
16-02038-01	LONG, SCOTT P	12/4/2025	65155	98.41			98.41	Generated From Billing
Total Refunds: 22			**Total Refunded Amount:**	2,198.23				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	2198.23
Revenue Total:	2198.23

General Ledger Distribution

Posting Date: 12/01/2025

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-2,198.23	Yes

Account Number	Account Name		Posting Amount	IFT
600-050-2141	APPLIED CREDITS		2,198.23	
		600 Total:	0.00	
Fund: 999 - POOLED CASH				
999-000-1100	POOLED CASH		-2,198.23	
999-050-2300	DUE TO OTHER FUNDS		2,198.23	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	

Iowa ABD Applications
December 15, 2025
City of Bondurant

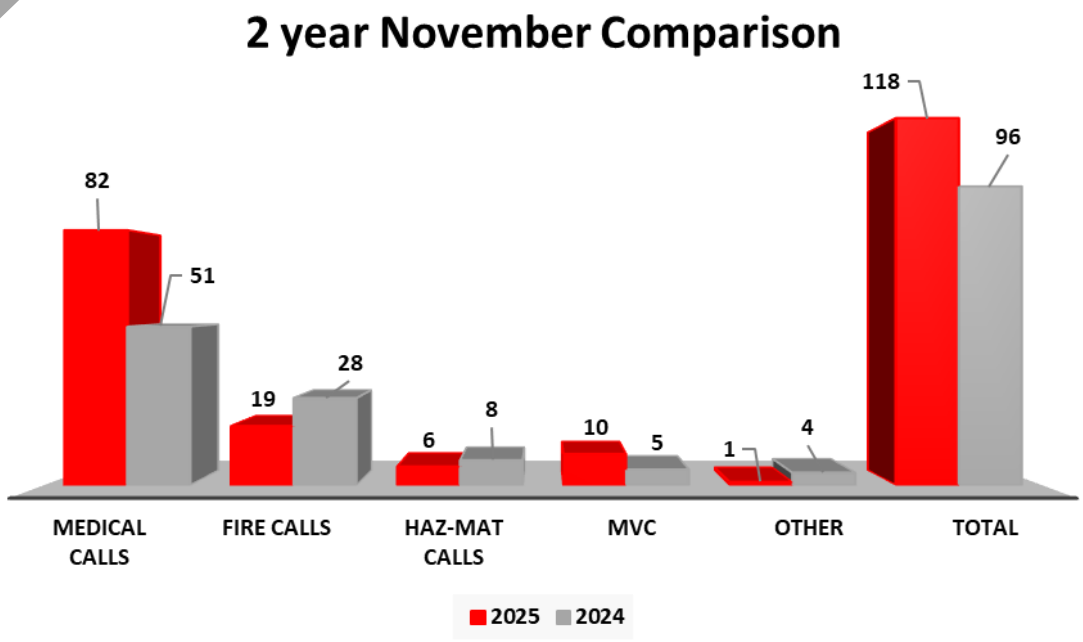
Name	Address	Type
Casey's General Stores	All Locations	Ownership Amendment
Bonita Mexican Grill	87 Paine Street, SE, Suites 5 & 6	Renewal
Abbie's	210 Lincoln Street, NE	Renewal

Bondurant Emergency Services

November 2025 Monthly Report

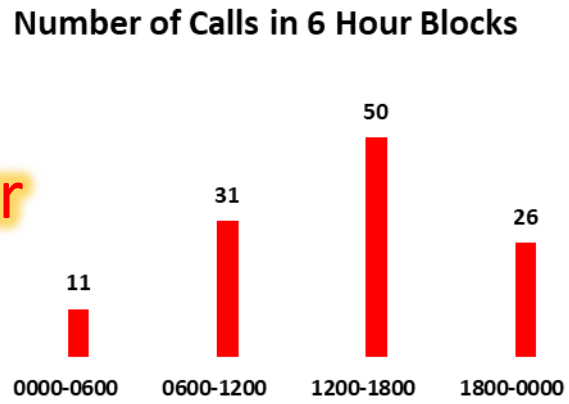


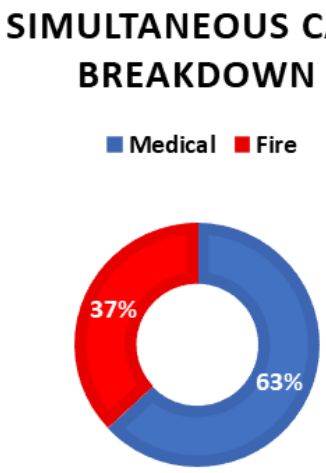
Operational Statistics



All-Time

Record Month for November





16%

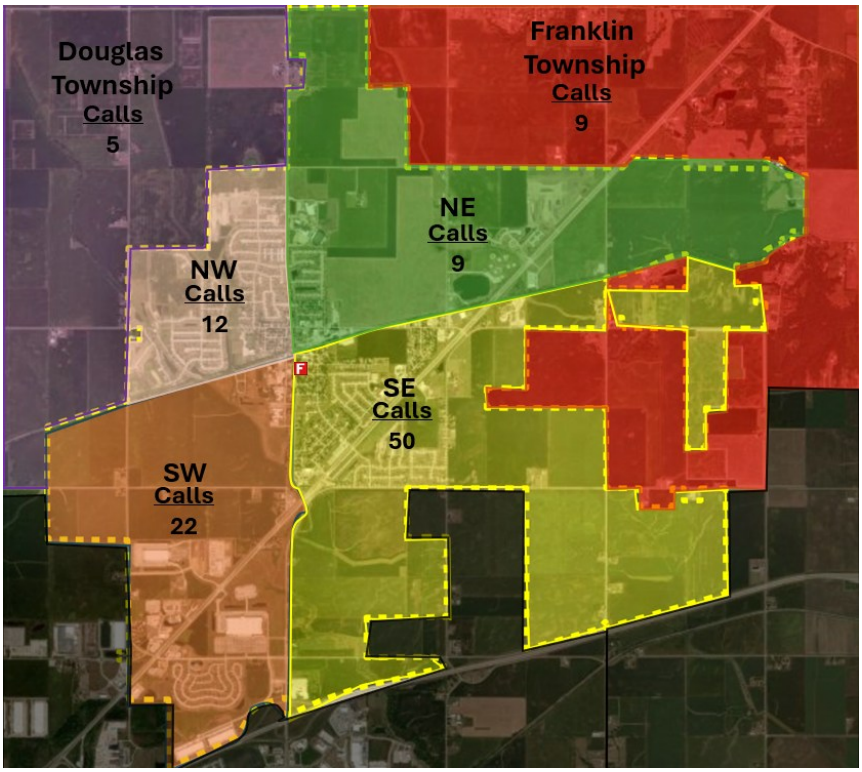
Simultaneous Calls

Simultaneous Calls			
2024		**2025**	
2nd out calls	7	2nd out calls	18
3rd out calls	0	3rd out calls	1
4th+ out calls	0	4th+ out calls	0
TOTAL	**7**	**TOTAL**	**19**
9% Multiple Calls		16% Multiple Calls	

Bondurant
Life Connecting

Operational Statistics

Number of Calls Per District In November

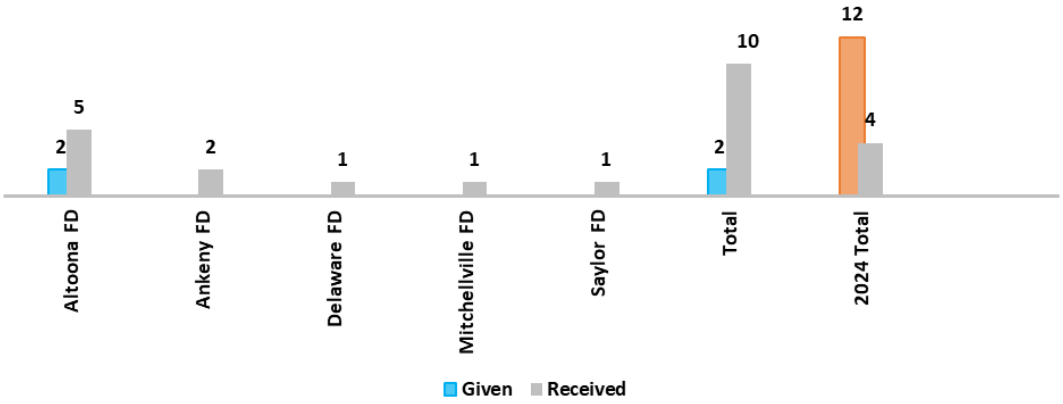


69% EMS

21% Fire

10% MVC

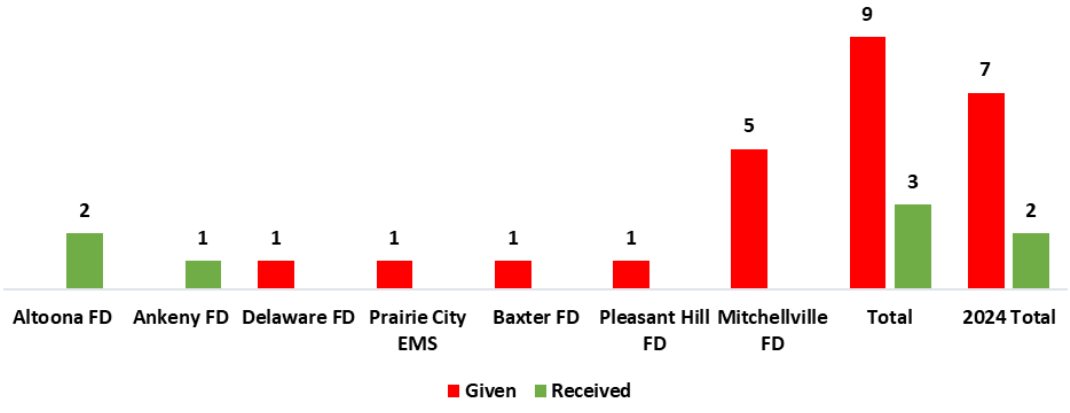
November Automatic Aid Given vs Received



Incidents Unable to Respond



November Mutual Aid Given vs Received

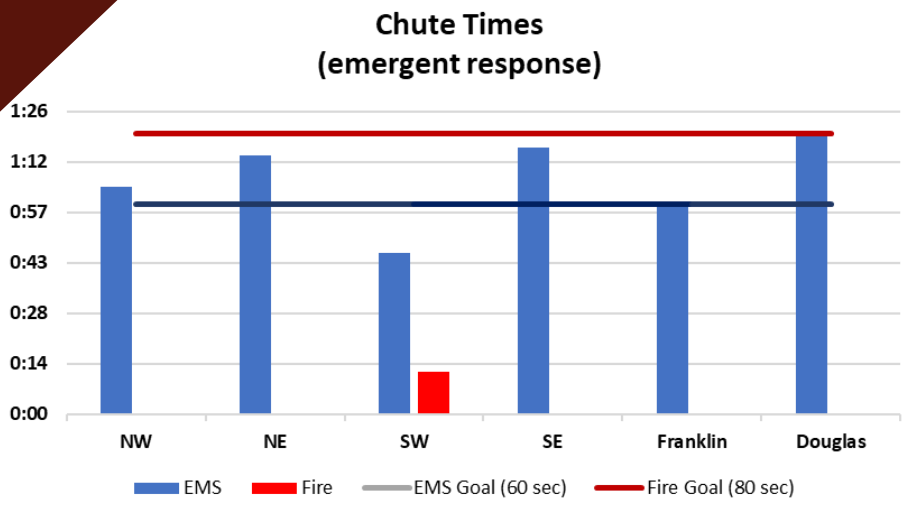


Bondurant
Life Connecting

Operational Statistics

Response Times

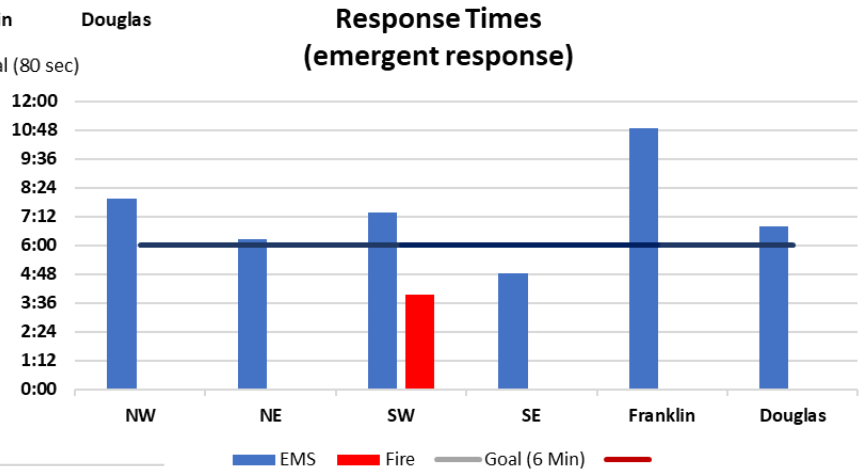
Emergent Response



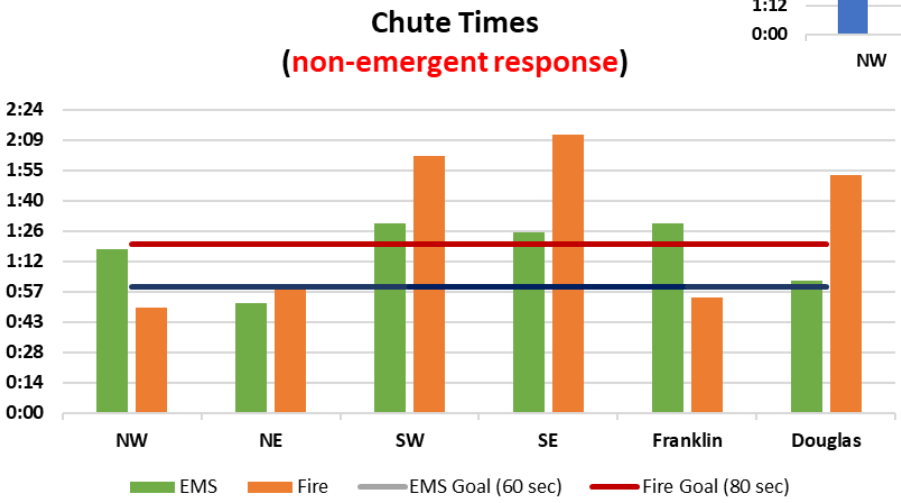
Delayed response due to multiple calls or staffing levels

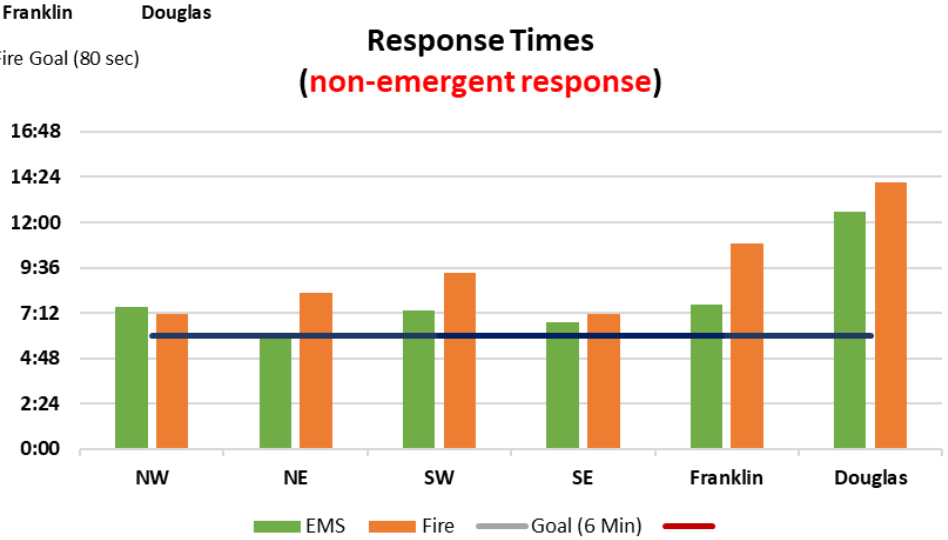
Chute– 2:30

Response– 7:53



Non-Emergent Response





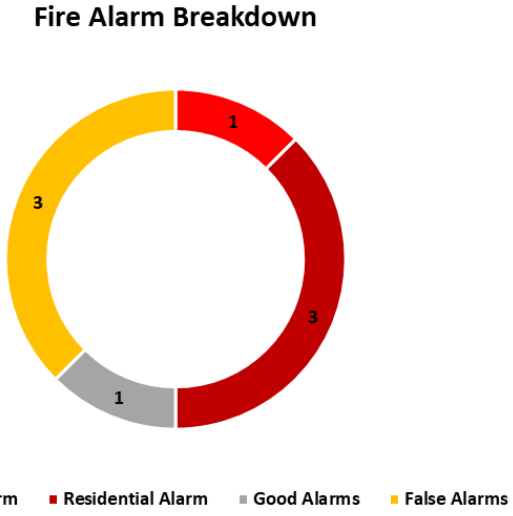
Mutual aid response times to Bondurant

10:00

Bondurant
Life Connecting

Fire Operational Statistics

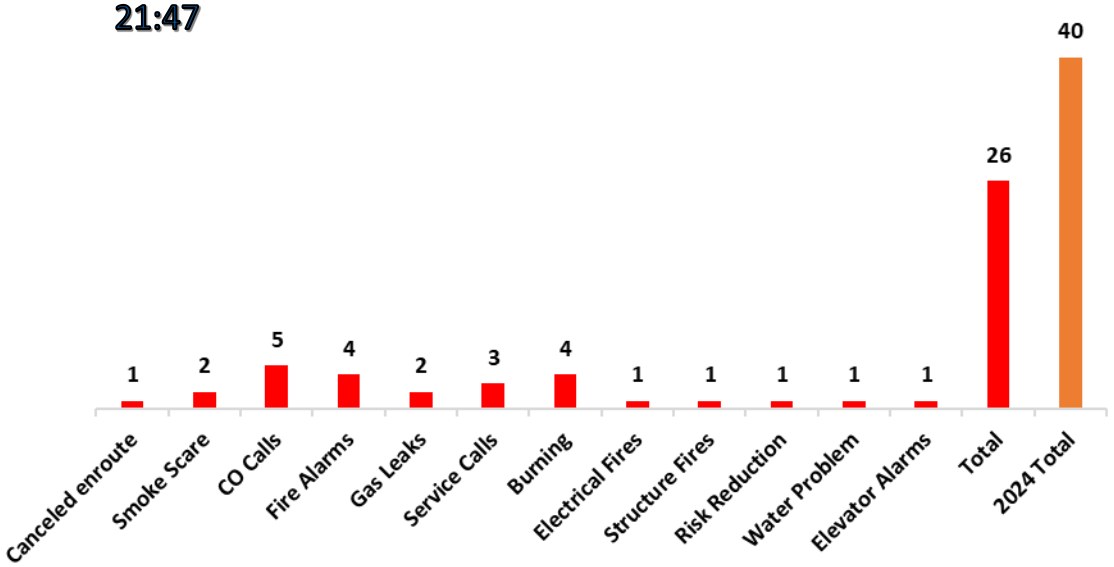
November Fire Saved vs. Loss					
2024			2025		
Saved	Loss	Total Value	Saved	Loss	Total Value
$0	$5,500	$5,500	$0	$0	$0





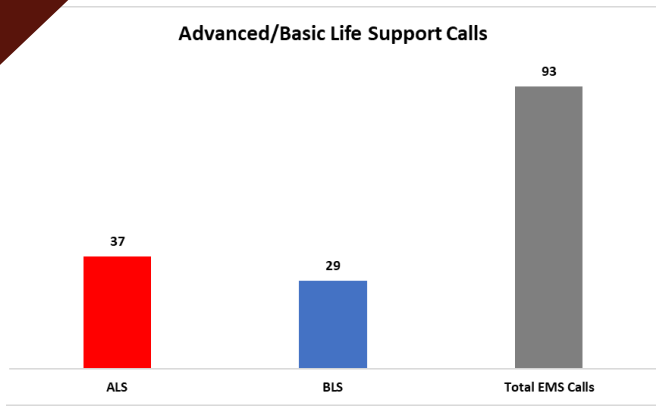
Average Fire Incident Time

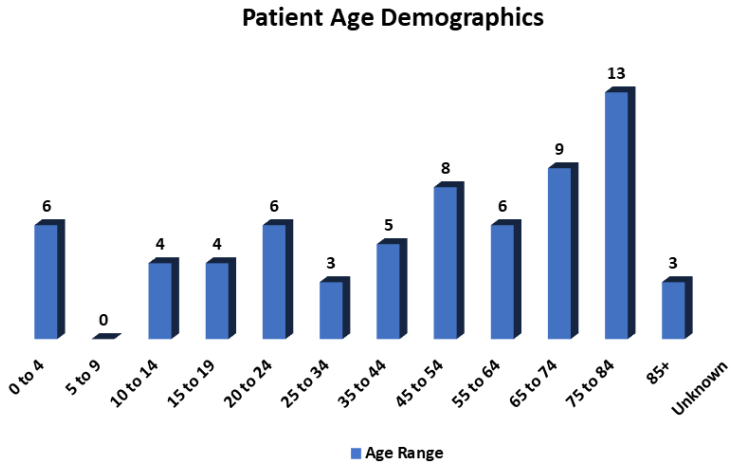
21:47

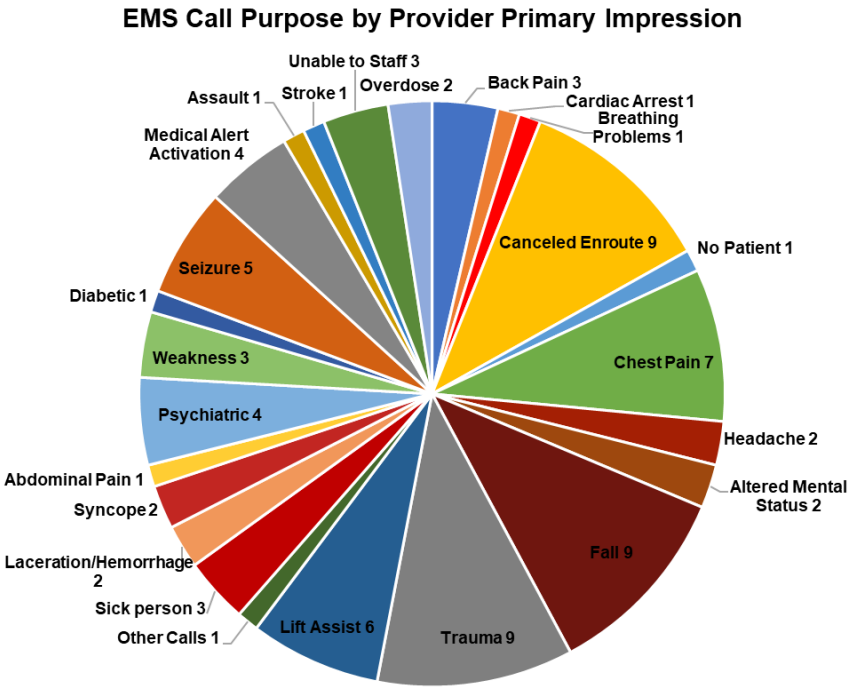


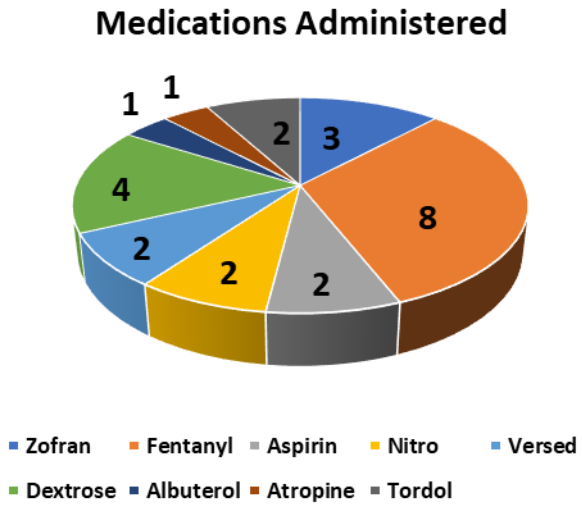
Bondurant
Life Connecting

EMS Operational Statistics





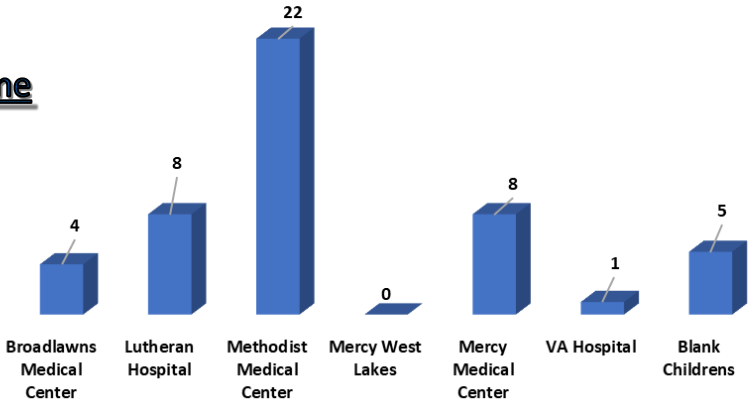






Average EMS Incident Time

56:47



Bondurant
Life Connecting

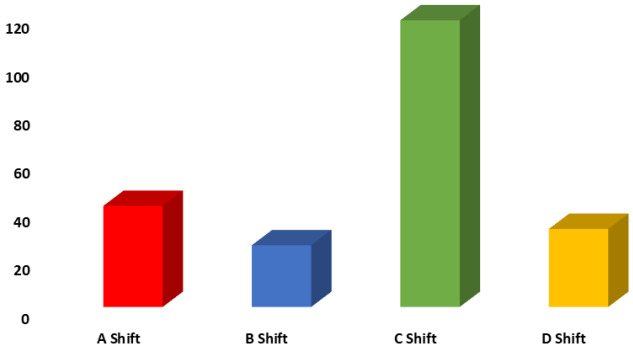
Training Division

For the month of November department members trained on the following:

Fire Training	EMS Training	Professional Development	SOG's/Protocol Review
Forcible Entry	Seizure Scenarios	Officer's Meeting	Apparatus & Equipment
SCBA Familiarization			Apparatus Staffing
Firefighter Survival Drill			Seizures
			Respiratory Protection
			Abuse & Neglect
			RIT
			Blood Glucose Check
			AED & Defib



Total Training Hours Per Shift

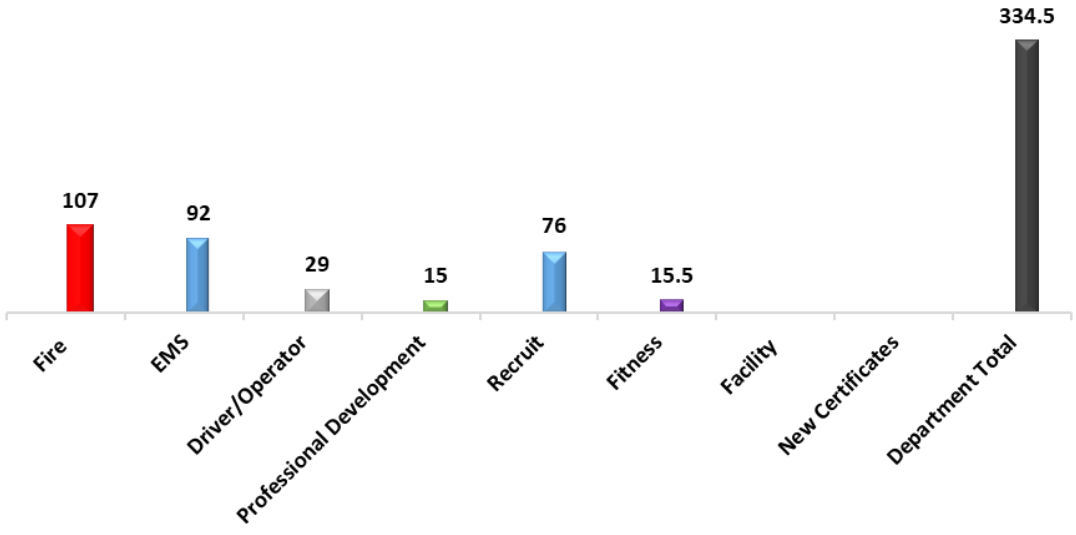


New Clearance

Devin Johnson– **Paramedic**

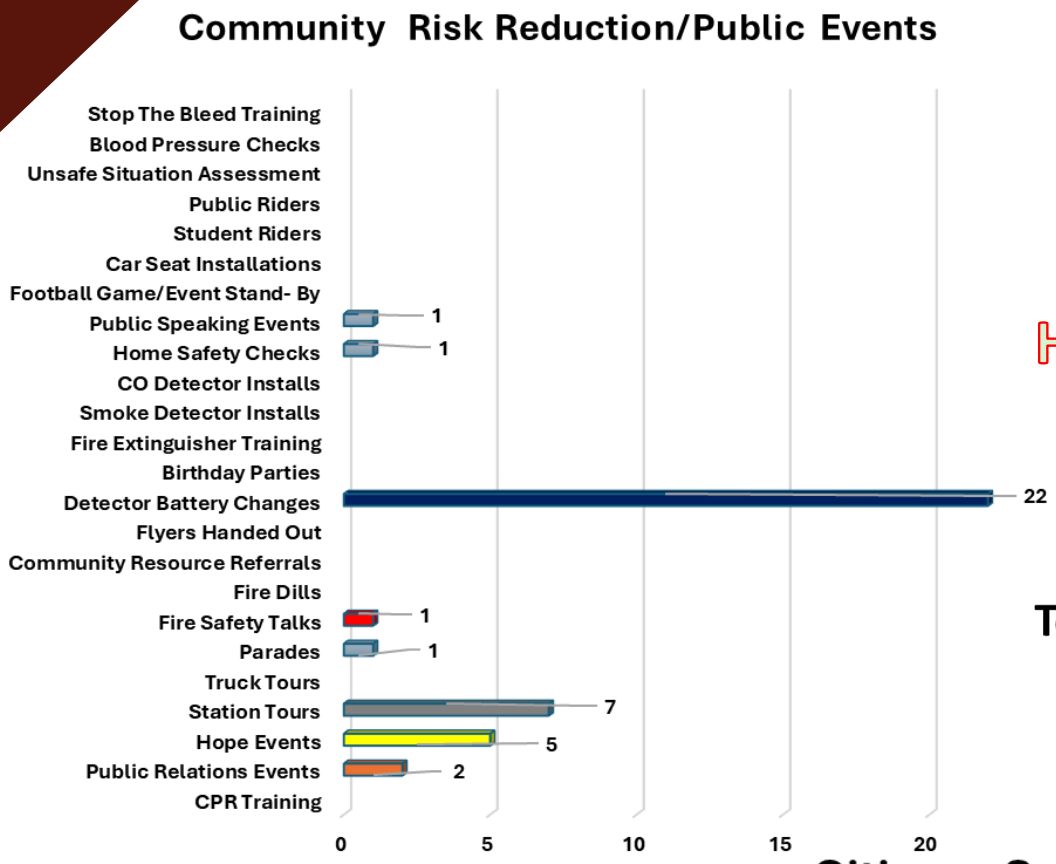
New Certifications

Training Hours By Type



Bondurant
Life Connecting

Community Risk Reduction/ Public Education



13

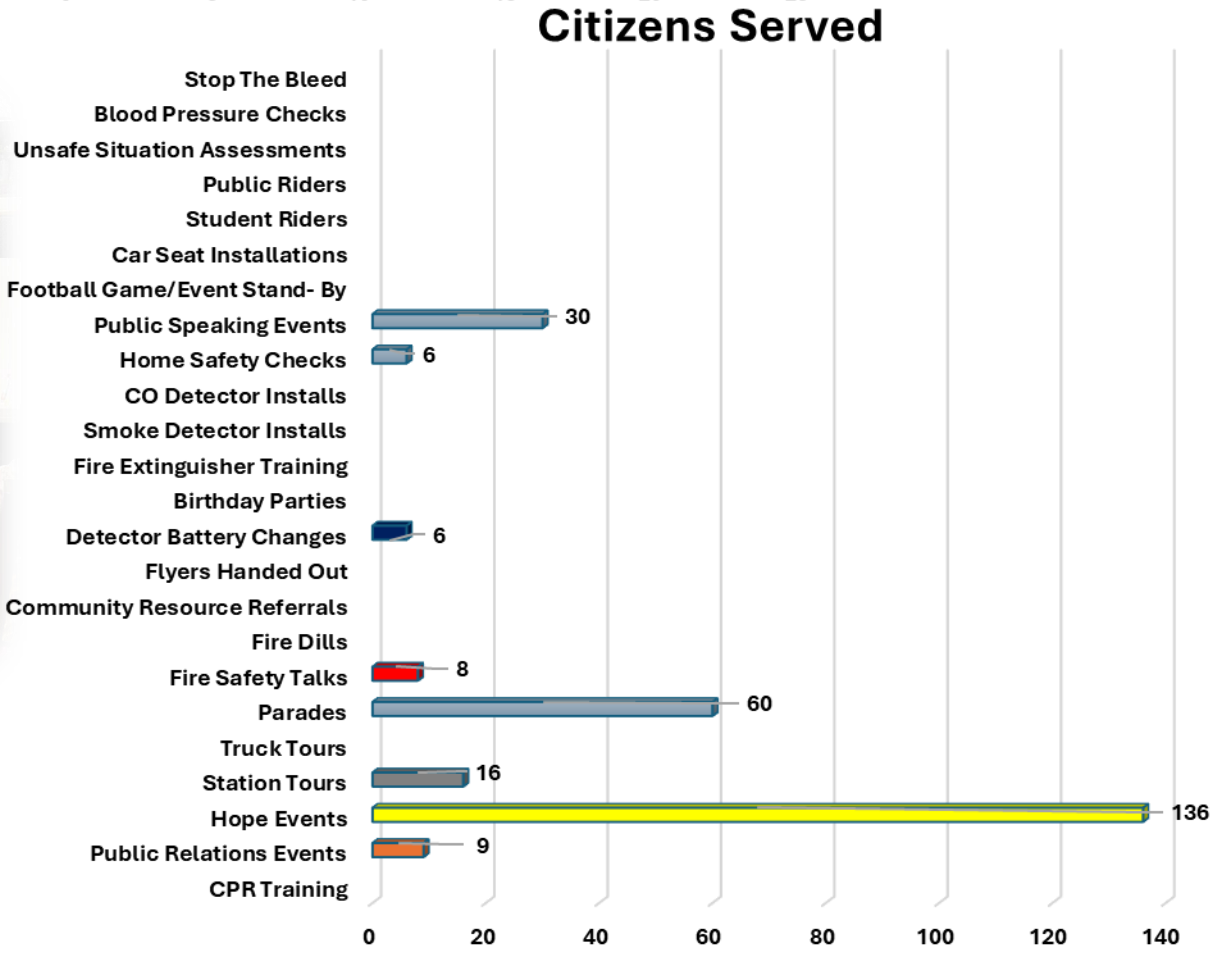
Total

Hours Dedicated

271

Total Citizens Outreached

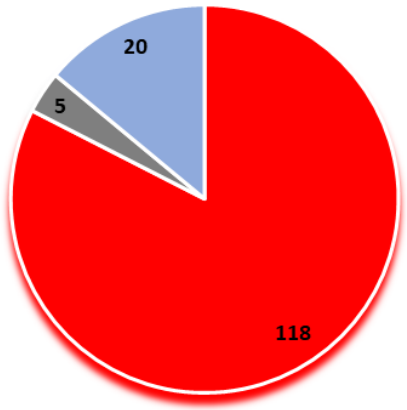




Bondurant
Life Connecting

Code Enforcement & Maintenance

Station Work Hours





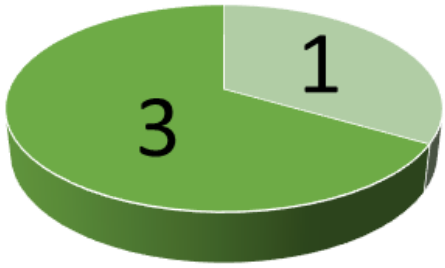
0

Total the engine has been out due to maintenance

0

Total days an ambulance has been out due to maintenance

Activities



Commercial Inspections Alarm Tests Site Plan Reviews

0

Total days the ladder has been out due to maintenance

Bondurant
Life Connecting

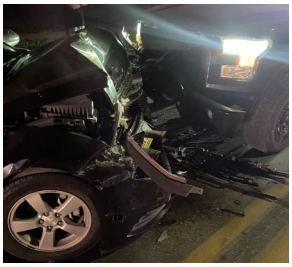
Incidents & Happenings

New Patch
500 Campus Dr. SE, Fire Station– Bondurant

A new patch for the department has been designed and approved. Thank you everyone that had a part in this.

New Employee
500 Campus Dr. SE, Fire Station– Bondurant

Devin Johnson started as a full-time Captain on the department. He is certified as a firefighter/paramedic. Devin brings experience from another department. Welcome Devin, we are happy to have you.



November 13th– Motor Vehicle Collision
100 Blk. Grant St. N.– Bondurant

E412, A413, & C421 responded to a head-on MVC. Crews arrived to find a 2 car, head-on style crash. Crews handled patient care and fluid clean up.

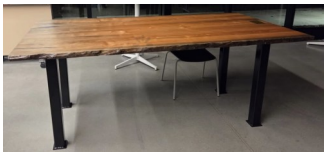
November 15th– Structure Fire
4000 Blk. NE 43rd Ct.– Delaware Township

E412 & C421 responded automatic aid for a structure fire. C421 was assigned safety and E412 crew assisted with overhaul and extinguishing any remaining fire. Crews were on scene for over an hour. No injuries were reported.



November 19th– Motor Vehicle Collision
6400 BLK. NE 94th Ave.– Bondurant

E412, A413 & C421 responded to an MVC with multiple patients. Mutual aid from Ankeny FD was requested and provided an ambulance. Upon arrival, crews found a 2 car, head-on MVC with both vehicles in the ditch. One patient was transported to a local hospital.



November 20th– New Table
500 Campus Dr. SE– Bondurant

A new table was delivered. This table is made from wood from the Peshtigo fire that happened in 1871. This fire is the most devastating in American history that swept through northeast Wisconsin, claiming 1200+ lives. Thank you FF/P's Ray Reynolds and Brody Miller on your work to make this a reality.



November 27th– Thanksgiving
500 Campus Dr. SE– Bondurant

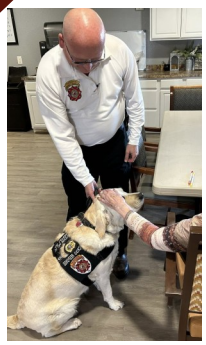
Crews on duty celebrated Thanksgiving. Thank you to those who brought up food for the crews, it was truly appreciated.



November 26th– Motor Vehicle Collision
MM 152 I-80 WB– Mitchellville

E412, A413, & C421 responded to a rollover MVC with one trapped. Crews arrived to find a 2 car crash, with one on its top. 2 patients were transported to local hospitals.

Public Relations



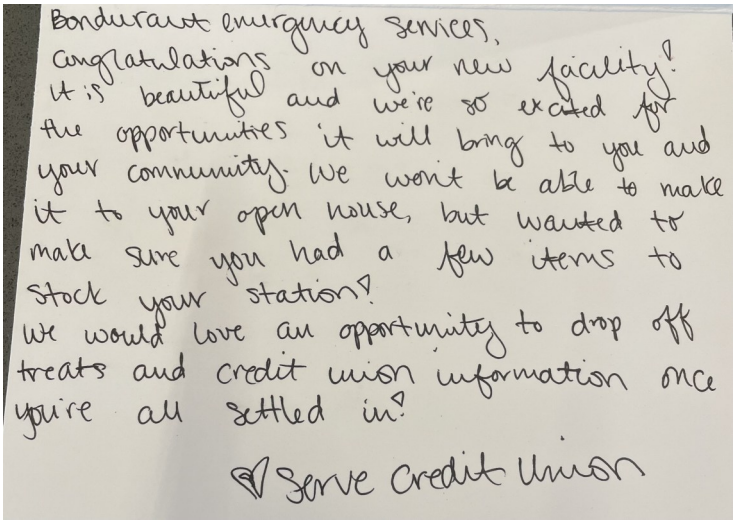
Weekly Visits– Courtyard Estates
600 BLK. Courtyard Dr. SE– Bondurant

Hope made her weekly visit to Courtyard Estates.

November 19th- Fire Safety Talk
Bondurant

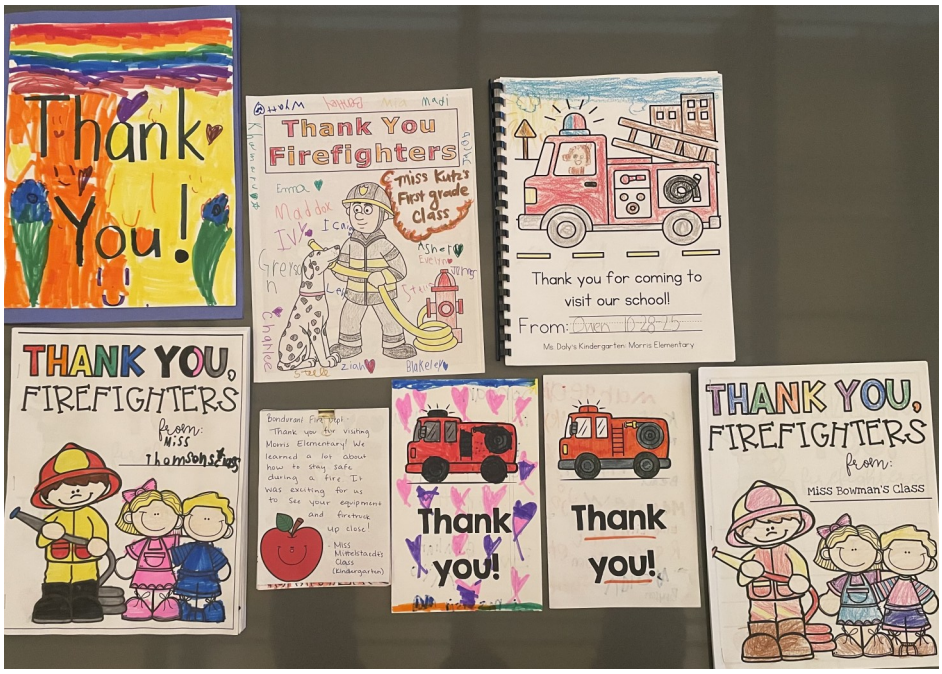
The crew went to a daycare, talked about fire safety and the kids got to see the trucks and equipment. Thanks for having us!

You've Been Caught Doing an Amazing Job!



Bondurant emergency services,
Congratulations on your new facility! It is beautiful and we're so excited for the opportunities it will bring to you and your community. We won't be able to make it to your open house, but wanted to make sure you had a few items to stock your station?
We would love an opportunity to drop off treats and credit union information once you're all settled in?

Serve Credit Union



BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.e.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving action to order construction and set date of letting and public hearing for the SE Trunk Sewer Project

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

BRIEF HISTORY & ANALYSIS:

The attached resolution approves action to order construction and sets the date of letting and public hearing for the SE Trunk Sewer Project.

This project will advance the trunk sewer from the current large trunk line to the east from Mud Creek on the south side of the GHolds property located south of 32nd Street SW/NE 62nd Ave and West of NE 80th Street, as identified in the map below.



FUNDING SOURCE:

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-355
2. Southeast Trunk Sewer Plans
3. Southeast Trunk Sewer Specifications
4. Southeast Trunk Sewer Cost Estimate
5. Notice of Public Hearing
6. Notice to Bidders

CITY OF BONDURANT
RESOLUTION NO. 251215-355

RESOLUTION APPROVING ACTION TO ORDER CONSTRUCTION AND SET DATE OF LETTING AND PUBLIC HEARING FOR THE SE TRUNK SEWER PROJECT

WHEREAS the City Council orders construction for the SE Trunk Sewer Project; AND

WHEREAS bids for the project are due and will be opened on January 13, 2026, at 11:00 a.m. Bondurant City Hall, 200 2nd Street NE, Bondurant, Iowa 50035; AND

WHEREAS a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the SE Trunk Sewer Project is scheduled for January 20, 2026, at 6:00 p.m. in the Bondurant City Center at 200 2nd Street, NE, Bondurant, Iowa 50035.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the action to order construction and to set the date of bid letting and public hearing for the SE Trunk Sewer Project is hereby approved as presented.

Passed this 15th 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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

SOUTHEAST TRUNK SEWER

CITY OF BONDURANT

SHEET INDEX

1 - COVER SHEET
2 - VICINITY MAP AND LEGEND
3 - PLAN AND PROFILE 1
4 - PLAN AND PROFILE 2
5 - PLAN AND PROFILE 3
6 - PLAN AND PROFILE 4
7 - PLAN AND PROFILE 5

LICENSED PROFESSIONAL ENGINEER
H. ROBERT VEENSTRA JR 9037
IOWA

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

November 26, 2025

H.R. VEENSTRA, P.E. IA. LIC. NO. 9037 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE UNLESS INDICATED HERE): 1-7

DATE	REVISIONS		
XXXXXXXXXX	XXXXXXXXXX	☐ PRELIMINARY	DATE 11.05.25
		☐ PERMIT	DRAWN XXXXXXXXX
		☐ FINAL	SCALE N/A
		☐ REVISED	
		☐ AS CONSTRUCTED	

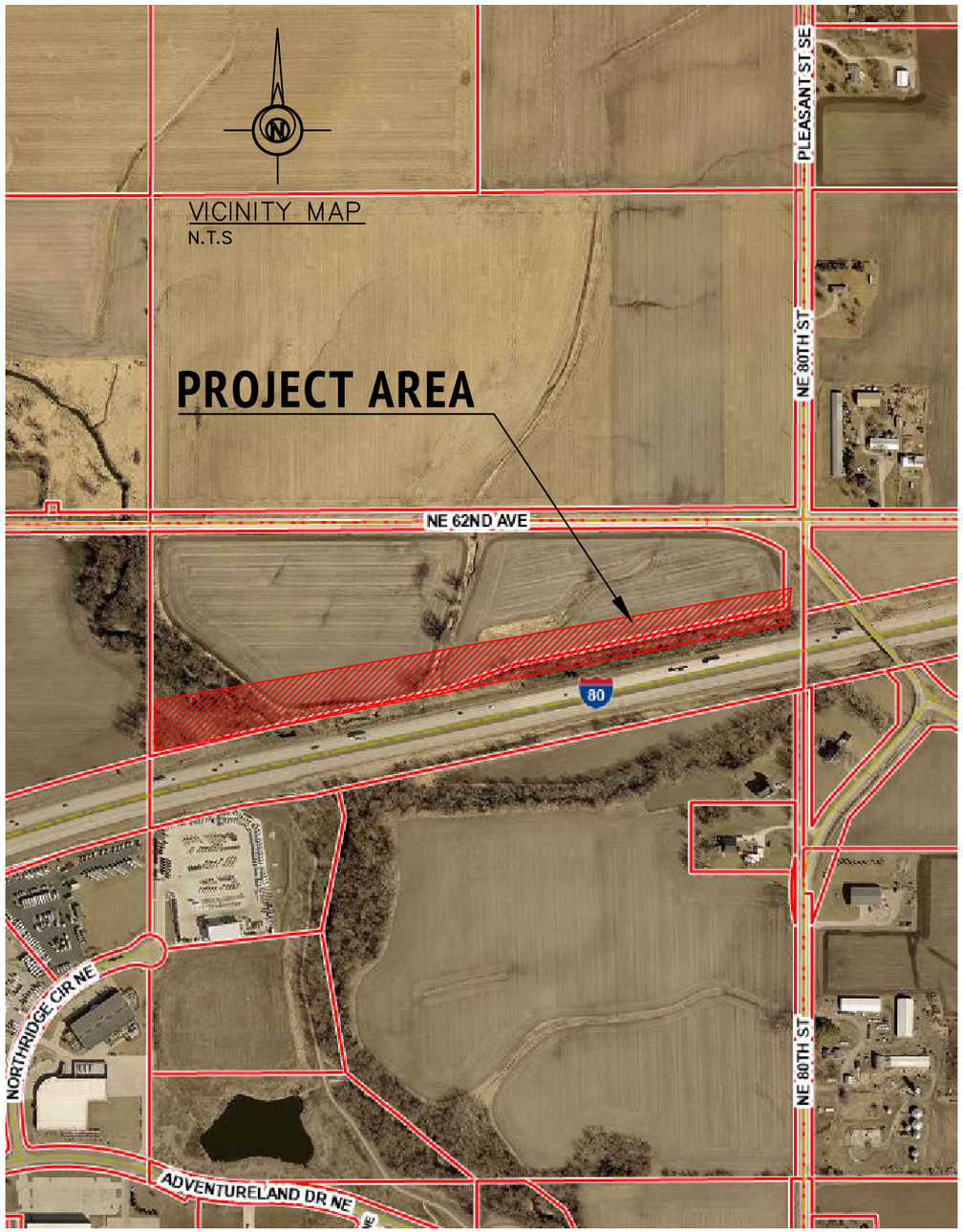
Greenwood Consulting

BONDURANT
SOUTHEAST TRUNK SEWER

Cover Sheet

1

PROJECT ---



UTILITY CONTACT INFORMATION

(1) (M52G) MIDAMER–GAS
Company name: MIDAMER–GAS
Design contact: Jaime Neer
Phone: 5152526972
Email: MECDSMDesignLocates@midamerican.com

(2) (BON) BONDURANT, CITY OF
Company name: BONDURANT, CITY OF
Design contact: PATRICK COLLISON
Phone: 5159716856
Email: pcollison@cityofbondurant.com

(3) (DWR) DES MOINES METRO WASTEWATER
Company name: DES MOINES METRO WASTEWATER
Design contact: JAMES BECK
Phone: 5153238055
Email: jpbeck@dmgov.org

(4) (ICN) IOWA COMMUNICATIONS NETWORK
Company name: IOWA COMMUNICATIONS NETWORK
Design contact: DAVE AUGSPURGER
Phone: 5157254604
Email: icnoutsideplantiowaonecall@iowa.gov

(5) (ICNDOT) IOWA DOT TOB FIBER
Company name: IOWA DOT TOB FIBER
Design contact: DAVE AUGSPURGER
Phone: 5157254604
Email: icnoutsideplantiowaonecall@iowa.gov

(6) (INS) AUREON NETWORK SERVICES
Company name: AUREON NETWORK SERVICES
Design contact: JEFF KLOCKO
Phone: 5158300445
Email: jeff.klocko@aureon.com

(7) (M52E) MIDAMER–ELEC
Company name: MIDAMER–ELEC
Design contact: JAMIE NEER
Phone: 5152526972
Email: mecdsmdesignlocates@midamerican.com

(8) (M57E) MIDAMER–ELEC
Company name: MIDAMER–ELEC
Design contact: JAMIE NEER
Phone: 5152526972
Email: mecdsmdesignlocates@midamerican.com

(9) (POLKIA1) MEDIACOM
Company name: MEDIACOM
Design contact: DAVE MEYERS
Phone: 5159917388
Email: dmeyers2@mediacomcc.com

(10) (SPR) SOUTHEAST POLK RURAL WATER DIS
Company name: SOUTHEAST POLK RURAL WATER DIS
Design contact: DMWW DESIGN REQUESTS
Phone: 5153236244
Email: onecallmaps@dmww.com

(11) (VFN3) VERO FIBER NETWORKS, LLC
Company name: VERO FIBER NETWORKS, LLC
Design contact: ANDREW ROSA
Phone: 6309568518
Email: andrew.rosa@terranzongroup.com

(12) (ZAY) ZAYO GROUP LLC
Company name: ZAYO GROUP LLC
Design contact: STEVEN SENGER
Phone: 6122108036
Email: zayo.relo.iowa@zayo.com

LEGEND:

+/-	MORE OR LESS
FL	FLOWLINE ELEVATION
	SIGN
	STREET LIGHT
	POWER POLE
	LIGHT POLE
	GUY ANCHOR
	UTILITY PEDESTAL
ET	ELEC. TRANSFORMER
EM	ELEC. METER
EB	ELEC. BOX
EV	ELEC. VAULT
FOV	FIBER OPTIC VAULT
TV	CABLE TV JUNCTION BOX
E	ELEC. MANHOLE
S	SANITARY SEWER MANHOLE
ST	STORM SEWER MANHOLE
T	TRAFFIC MANHOLE
	AREA INTAKE
	SINGLE INTAKE
	THROAT INTAKE
	FIRE HYDRANT
WV	WATER VALVE
P XX	PROPOSED UTILITY LINE
E XX	EXISTING UTILITY LINE
CATV	CABLE TELEVISION
FM	FORCE MAIN
FO	FIBER OPTIC
GAS	GAS LINE
OHE	OVERHEAD ELEC.
OHT	OVERHEAD TEL.
SAN	SANITARY SEWER
ST	STORM SEWER
UGE	UNDERGROUND ELEC.
UGT	UNDERGROUND TEL.
W	WATER

DATE	REVISIONS		
		☐ PRELIMINARY	DATE
		☐ PERMIT	DRAWN
		☐ FINAL	SCALE
		☐ REVISED	
		☐ AS CONSTRUCTED	

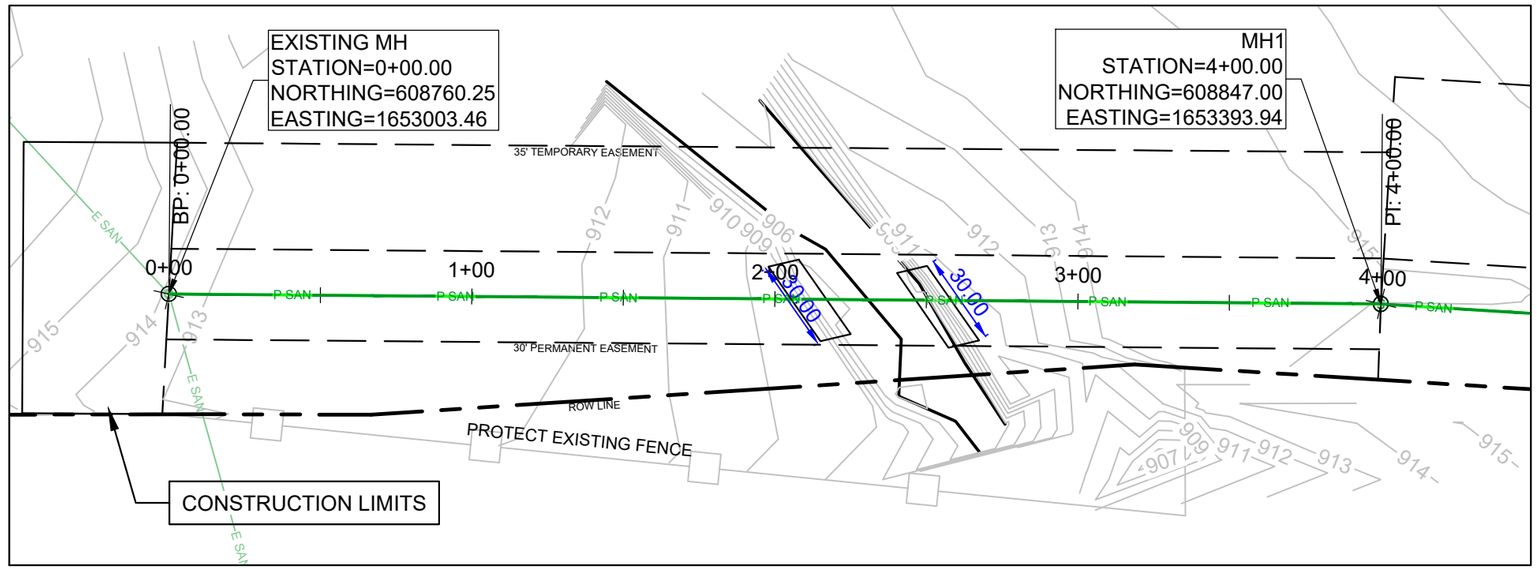
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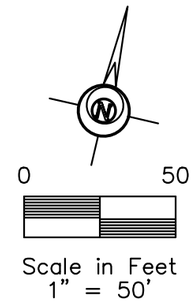
BONDURANT
SOUTHEAST TRUNK SEWER

Vicinity Map and Legend Sheet

2

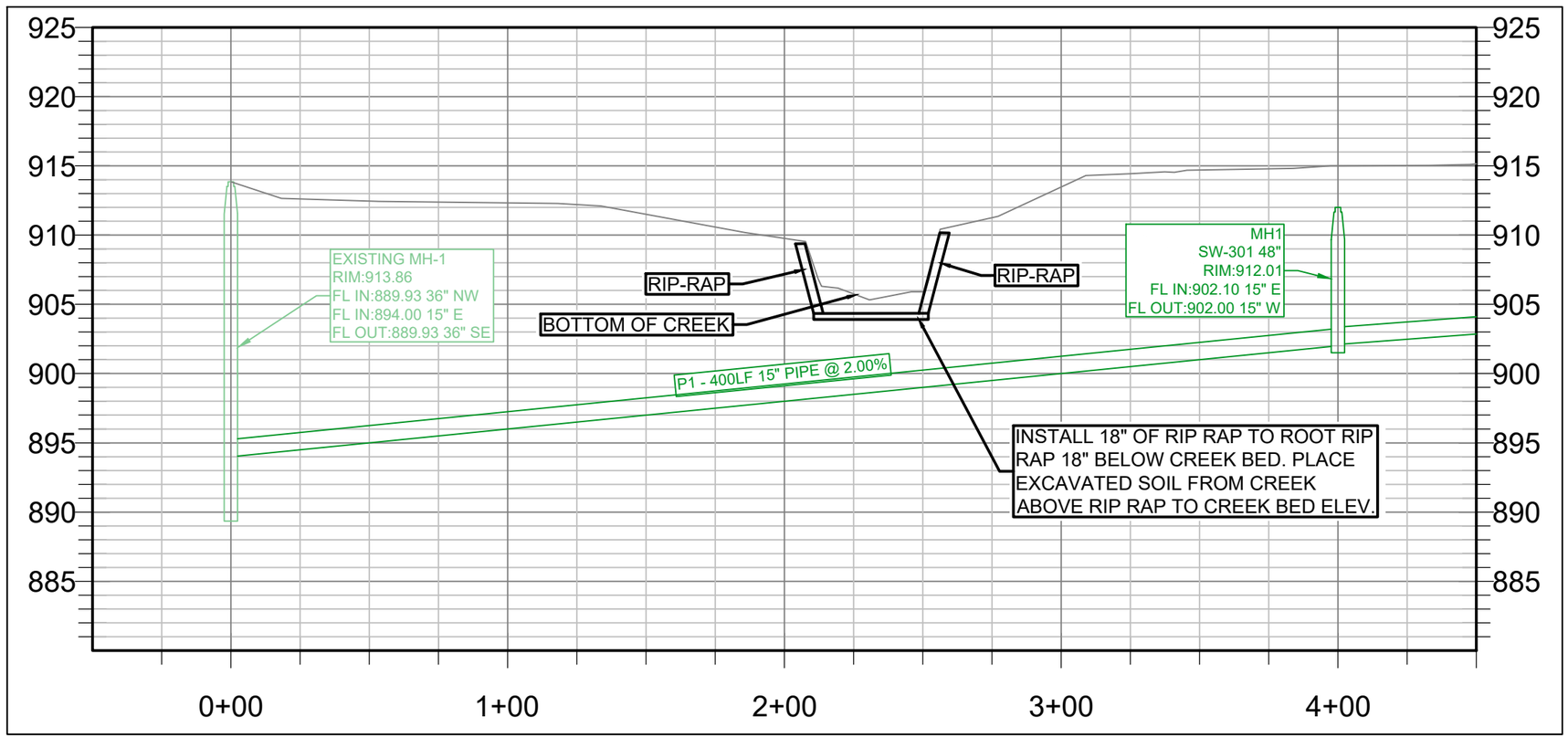
PROJECT ----





NOTES:

1) **REMOVE EXISTING FENCE, AND INSTALL TEMPORARY FENCE AS SHOWN. INSTALL NEW FENCE AT LOCATION OF EXISTING FENCE AT COMPLETION OF CONSTRUCTION.**



DATE	REVISIONS		
		☐ PRELIMINARY	DATE 11.05.25
		☐ PERMIT	DRAWN XXXXXXXXXX
		☐ FINAL	SCALE 1" = 50'
		☐ REVISED	
		☐ AS CONSTRUCTED	

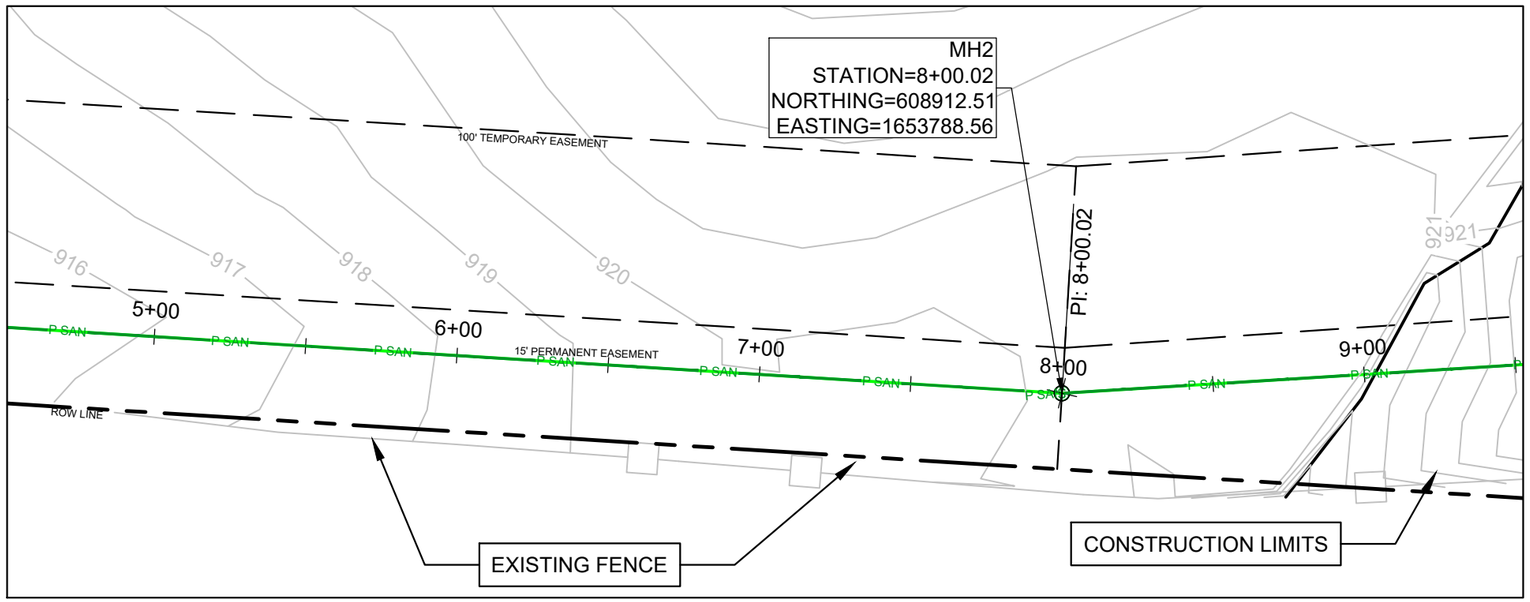
Greenwood Consulting

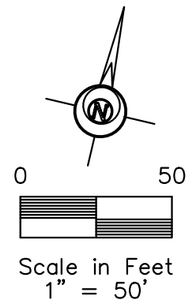
BONDURANT
SOUTHEAST TRUNK SEWER

Plan and Profile

3

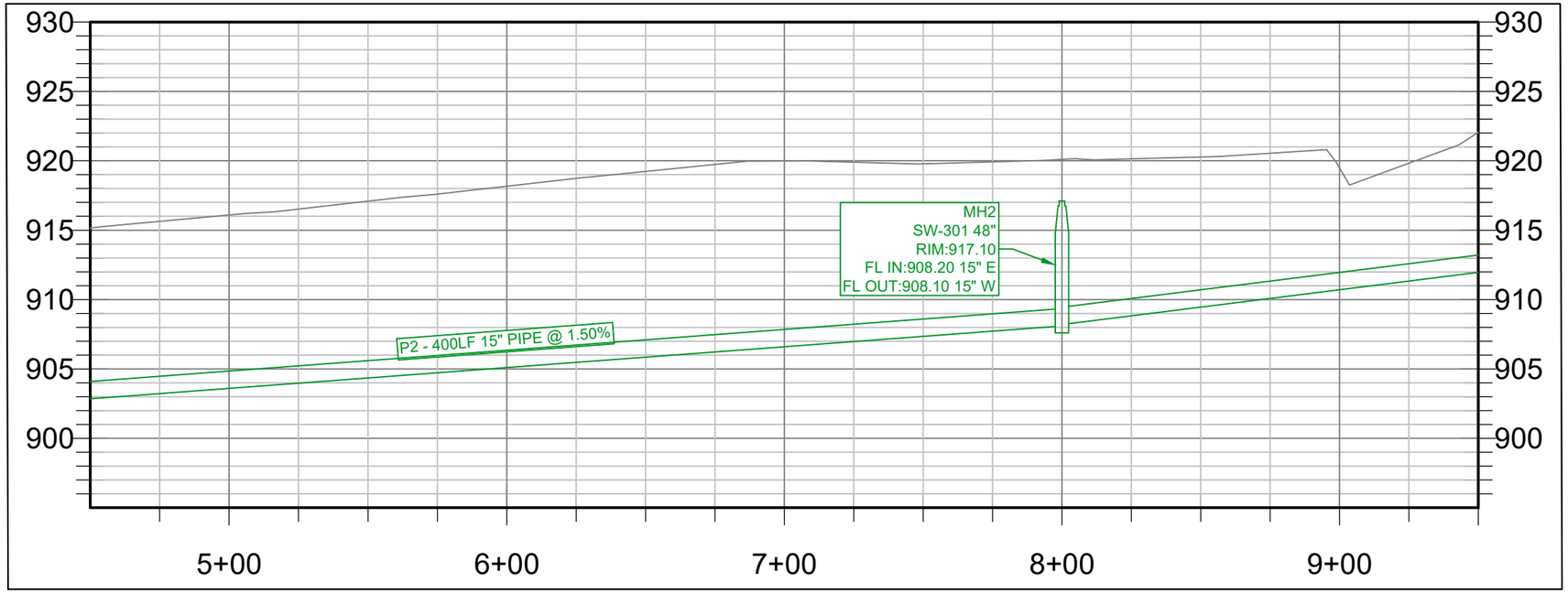
PROJECT ----



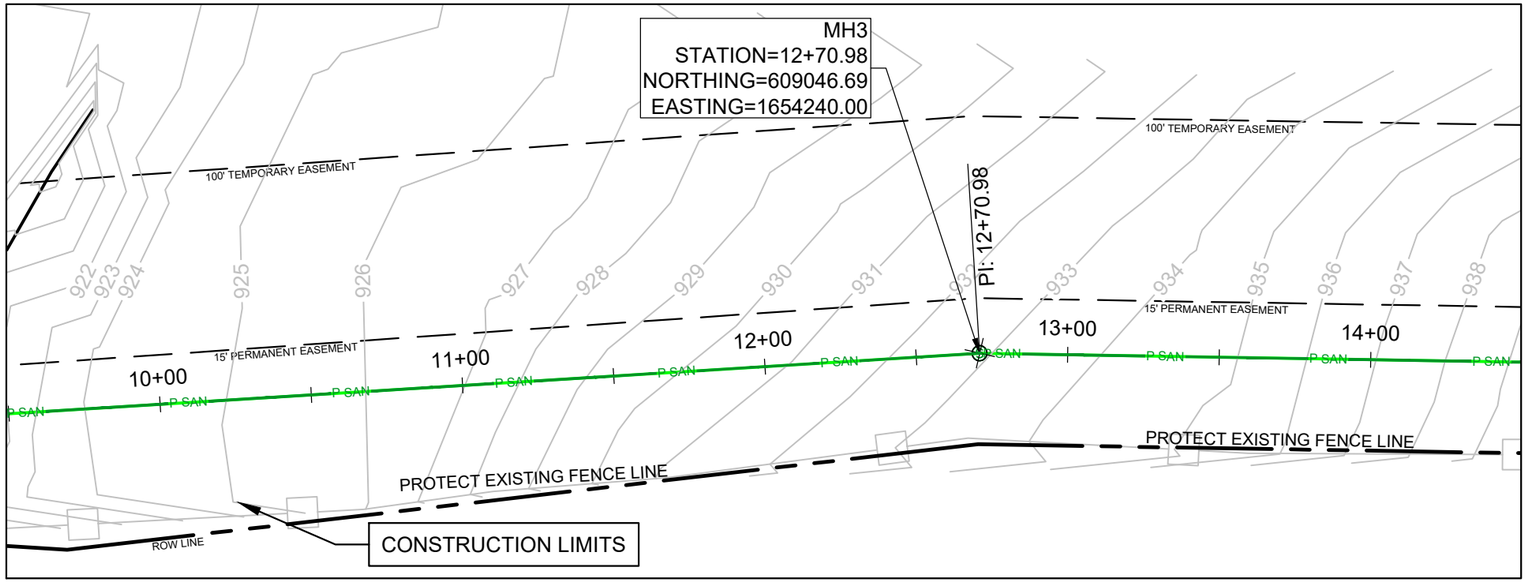


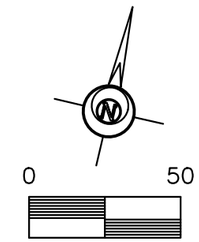
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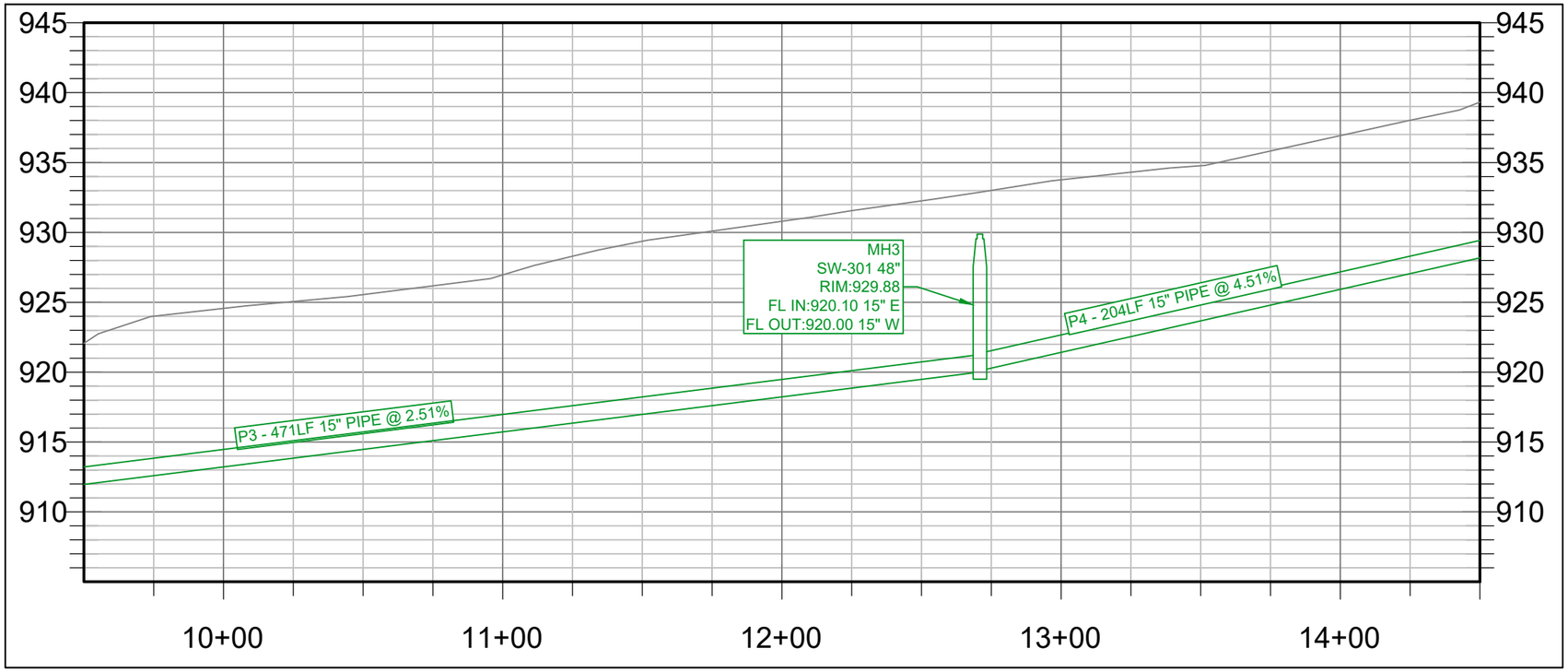
1) **REMOVE EXISTING FENCE, AND INSTALL TEMPORARY FENCE AS SHOWN. INSTALL NEW FENCE AT LOCATION OF EXISTING FENCE AT COMPLETION OF CONSTRUCTION.**



DATE	REVISIONS			HORIZONTAL SCALE	Greenwood Consulting	BONDURANT SOUTHEAST TRUNK SEWER	Plan and Profile	4
		☐ PRELIMINARY	DATE 11.05.25	1" = 50'				
		☐ PERMIT	DRAWN XXXXXXXXXX					
		☐ FINAL	SCALE 1" = 50'	VERTICAL SCALE				PROJECT ----
		☐ REVISED		1" = 4'				
		☐ AS CONSTRUCTED						







DATE	REVISIONS		
		☐ PRELIMINARY	DATE 11.05.25
		☐ PERMIT	DRAWN XXXXXXXXXX
		☐ FINAL	SCALE 1" = 50'
		☐ REVISED	
		☐ AS CONSTRUCTED	

HORIZONTAL SCALE
1" = 50'

VERTICAL SCALE
1" = 4'

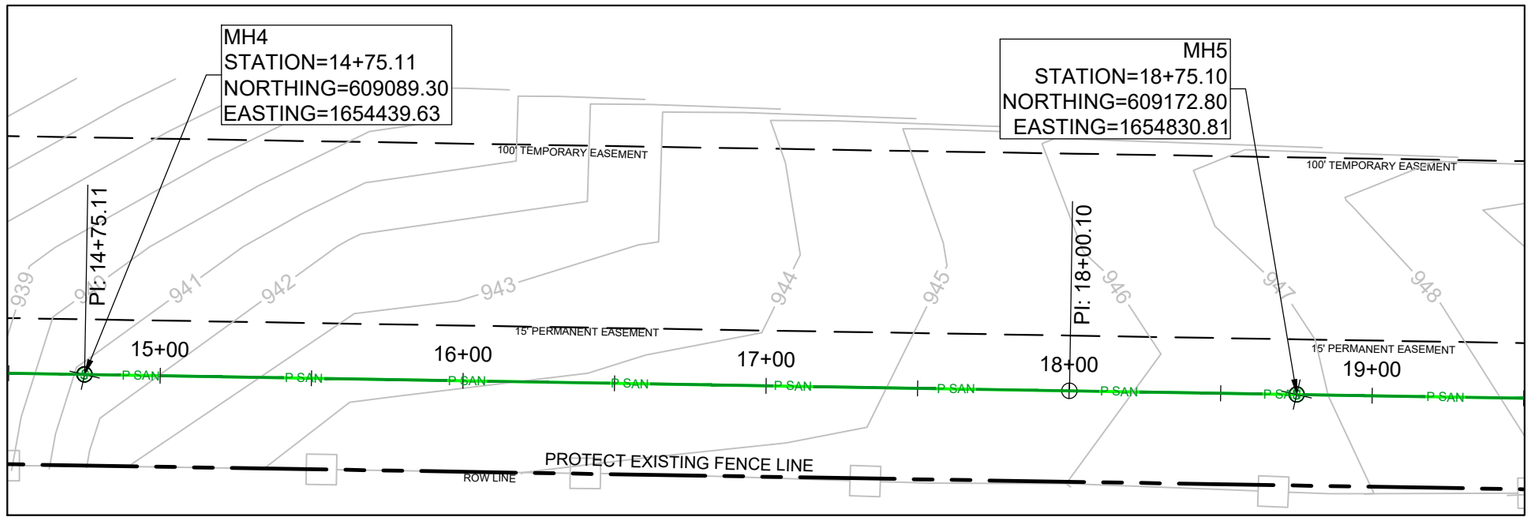
Greenwood Consulting

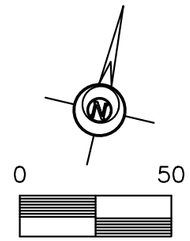
BONDURANT
SOUTHEAST TRUNK SEWER

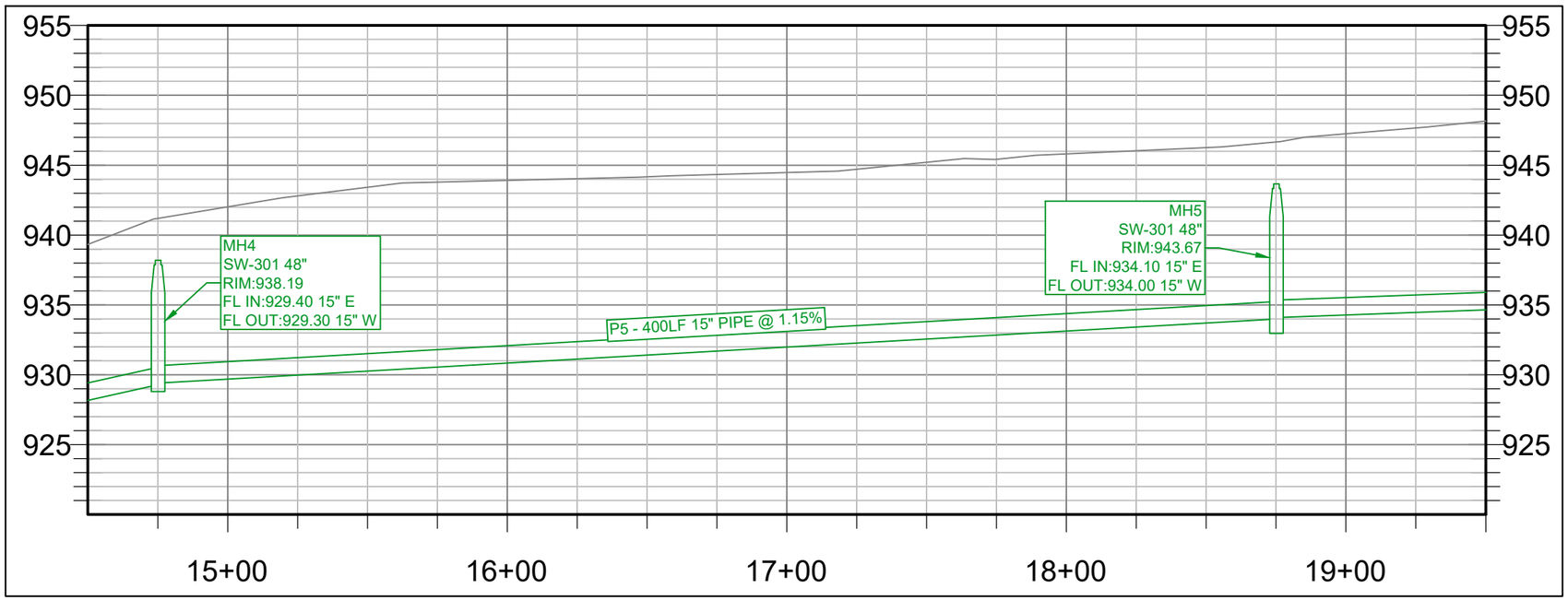
Plan and Profile

5

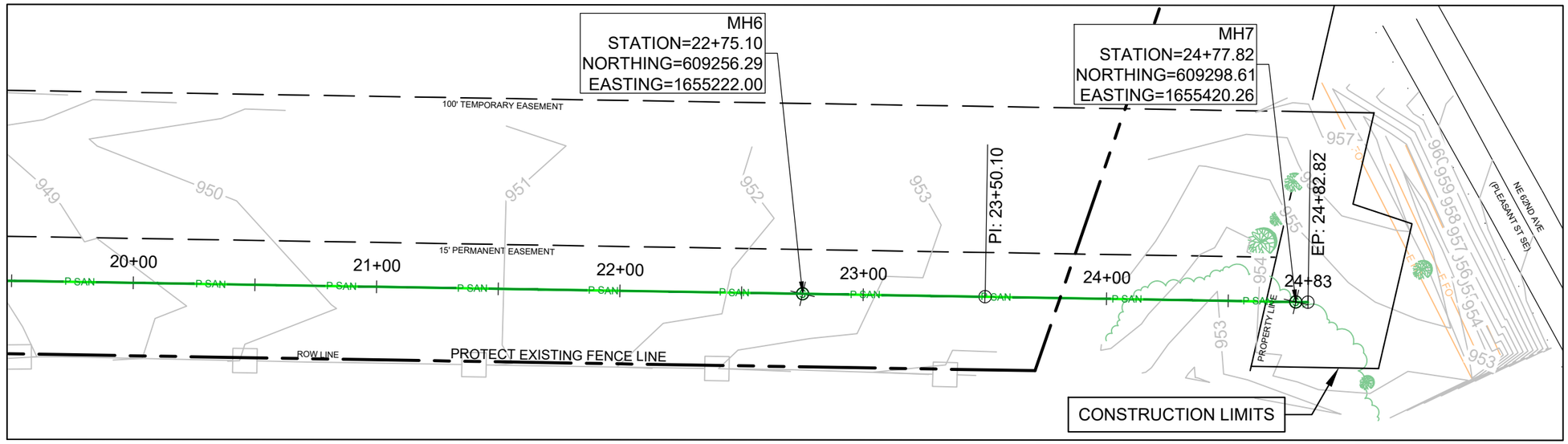
PROJECT ----

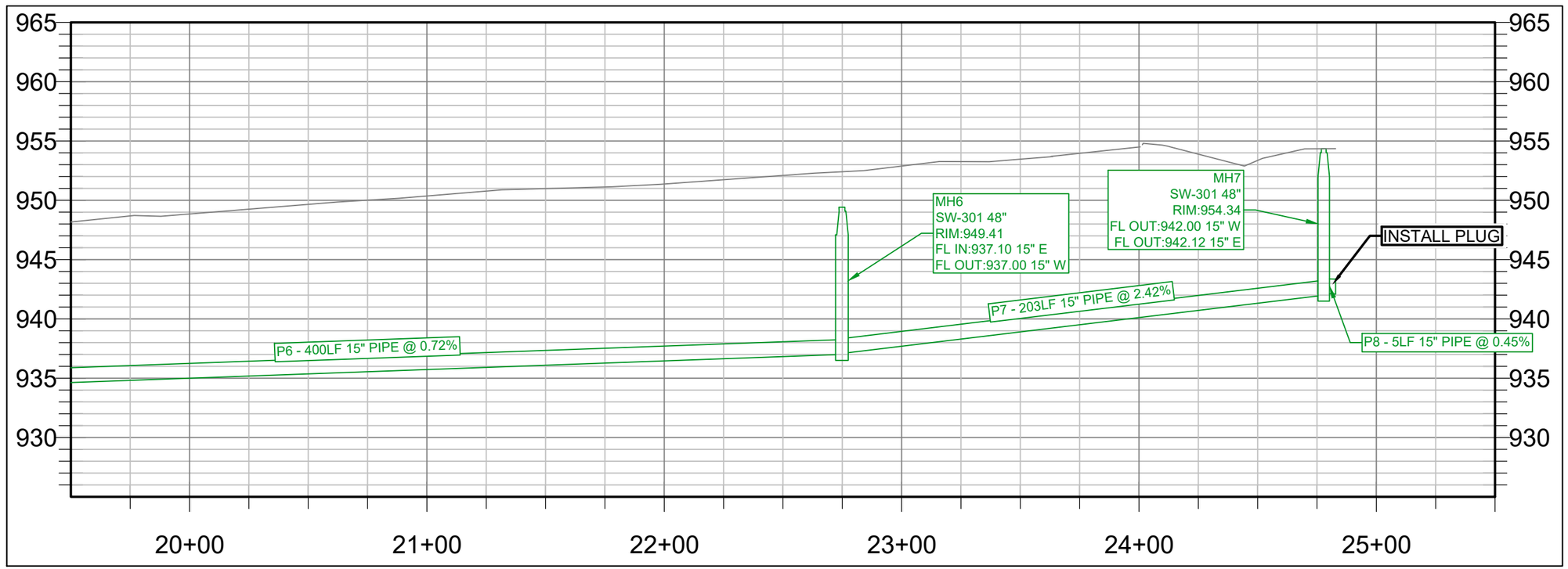






DATE	REVISIONS			HORIZONTAL SCALE		BONDURANT	Plan and Profile	6
		☐ PRELIMINARY	DATE 11.05.25	1" = 50'	Greenwood Consulting	SOUTHEAST TRUNK SEWER		
		☐ PERMIT	DRAWN XXXXXXXXXX	VERTICAL SCALE				PROJECT ----
		☐ FINAL	SCALE 1" = 50'	1" = 4'				
		☐ REVISED						
		☐ AS CONSTRUCTED						





DATE	REVISIONS		
		☐ PRELIMINARY	DATE 11.05.25
		☐ PERMIT	DRAWN XXXXXXXXXX
		☐ FINAL	SCALE 1" = 50'
		☐ REVISED	
		☐ AS CONSTRUCTED	

HORIZONTAL SCALE
1" = 50'

VERTICAL SCALE
1" = 4'

Greenwood Consulting

BONDURANT
SOUTHEAST TRUNK SEWER

Plan and Profile

7

PROJECT ----

SPECIFICATIONS

FOR

SOUTHEAST TRUNK SEWER

BONDURANT, IOWA

Greenwood Consulting

SPECIFICATIONS
FOR
SOUTHEAST TRUNK SEWER
BONDURANT, IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.



Signed: Date:

November 26, 2025

H. Robert Veenstra Jr., P.E.
Iowa License No. 9037
My license renewal date is December 31, 2026

Detailed parts covered by this seal:

All

Prepared by
GREENWOOD CONSULTING LLC
Des Moines, Iowa

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SOUTHEAST TRUNK SEWER
BONDURANT, IOWA

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NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE SOUTHEAST TRUNK SEWER FOR THE CITY OF BONDURANT, IOWA

At 6:00 P.M. on the 20th of January, 2026, the City Council of the City of Bondurant, Iowa will, in the Council Chambers at the City Hall, 200 2nd Street NE, Bondurant, Iowa, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the East Trunk Sewer project.

The description of the project is as follows:

SOUTHEAST TRUNK SEWER

Construct Southeast Trunk Sewer including all labor, materials and equipment necessary for approximately 2,483 linear feet of 15-inch sanitary sewer installed in open cut, connections to existing manhole, manholes, surface restoration and miscellaneous associated work, including cleanup. The project is located south of 32nd Street SE west of Pleasant Street SE in Bondurant, Iowa.

At said hearing, the City Council will consider the plans, specifications, proposed form of contract, and total estimated cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will receive and consider objections to said plans, specifications, estimate of cost and form of contract made by any interested party.

This notice is given by order of the City Council of the City of Bondurant, Iowa.

CITY OF BONDURANT, IOWA

By: Doug Elrod, Mayor

ATTEST:

Shelby Hagan, City Clerk

NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF SOUTHEAST TRUNK SEWER FOR THE CITY OF BONDURANT, IOWA.

Sealed proposals will be received by the City Clerk of the City of Bondurant, Iowa, at City Hall, 200 2nd Street NE, Bondurant, Iowa before 11:00 A.M. on the 13th day of January, 2026, for the construction of the East Trunk Sewer project as described in the plans and specifications therefore, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time, date and place specified above.

The location of the work to be done and the kinds and sizes of material proposed to be used are as follows:

SOUTHEAST TRUNK SEWER

Construct Southeast Trunk Sewer including all labor, materials and equipment necessary for approximately 2,483 linear feet of 15-inch sanitary sewer installed in open cut, connections to existing manhole, manholes, surface restoration and miscellaneous associated work, including cleanup. The project is located south of 32nd Street west of Pleasant Street in Bondurant, Iowa.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Bondurant, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to ten percent (10%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of ten percent (10%) of the bid.

The bid security should be made payable to THE CITY OF BONDURANT, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form found in the specifications.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the deadline for submission of bids.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

The work shall commence within ten (10) days after written Notice to Proceed and shall be completed by July 1, 2026.

Liquidated damages in the amount of Three Hundred Dollars ($300.00) per calendar day may be assessed for each day the project is not completed.

A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

Payment of the cost of said project will be made from any one or a combination of the following sources at the sole discretion of the City Council: (1) cash derived from the proceeds of the issuance and sale of General Obligation Bonds or Sewer Revenue Bonds of said City; (2) cash from such general funds of said City as may be legally used for such purpose; or (3) cash from the sewer utility.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment. The Engineer will, within fifteen (15) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the Board of Trustees, for examination by bidders. Copies may be obtained from Greenwood Consulting LLC, 4139 Greenwood Drive, Des Moines, Iowa 50312 at info@greenwoodconsultingia.com.

This notice is given by order of the Council of the City of Bondurant, Iowa.

CITY OF BONDURANT, IOWA

By: Doug Elrod, Mayor

ATTEST:

Shelby Hagan, City Clerk

INSTRUCTIONS TO BIDDERS

SOUTHEAST TRUNK SEWER
BONDURANT, IOWA

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1.02 CONTRACT DOCUMENTS
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PART 1 - GENERAL

1.01 DEFINITION OF TERMS

A. "Owner" shall mean the City of Bondurant, Iowa, acting through the City Council or an authorized representative of the City Council.

B. "Person" shall mean any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee or referee, whether appointed by a court or otherwise, and any combination of individuals.

C. "Bidder" shall mean any person who submits a Proposal to furnish the work described in the Contract Documents.

D. "Contractor" shall mean the person with whom the Owner may enter into contract for the execution of the work specified.

E. "Subcontractor" shall mean the person supplying materials, labor, equipment and appurtenances for the work, such person having contractual relations with the Contractor, but not with the Owner.

F. "Engineer" shall mean Greenwood Consulting LLC of Des Moines, Iowa.

G. "Standard Drawings" shall mean construction detail drawings bound with these specifications.

H. "Work" shall mean the work to be done and the equipment, materials, supplies and be furnished under the contract, unless some other meaning is indicated by the context.

I. "Station", "Sta." shall mean one hundred (100) linear feet measure.

J. "Or equal" shall follow manufacturers' names used to establish standards and, if not stated, is implied.

1.02 CONTRACT DOCUMENTS

A. Contract Documents, sometimes referred to as the "plans and specifications," shall mean and include the following parts as used herein:
   1. Notice to Bidders
   2. Instructions to Bidders
   3. Proposal Items
   4. Proposal
   5. Contract
   6. Bond
   7. General Conditions
   8. Special Conditions
   9. Plans List
   10. Detailed Specifications
   11. Plans listed in the specifications
   12. Numbered addenda issued to the foregoing.

1.03 EXAMINATION OF WORK

A. Bidders shall familiarize themselves with the specifications and with all conditions which will affect construction. It will be assumed that bidders have made a personal examination of the job and the physical conditions affecting the work.

1.04 QUALIFICATIONS OF BIDDERS

A. Bidders shall be prepared to satisfy Owner as to integrity, experience, adequacy of equipment and personnel, and financial ability to perform work specified.

B. If successful bidder is a non-Iowa corporation, he shall submit proof to Owner prior to execution of contract that he has been authorized by Secretary of State to do business in Iowa.

1.05 METHOD OF BIDDING

A. Bidders shall submit lump sum or unit prices, as required, for the work covered by the plans and specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.

B. In the case of an obvious and serious clerical or entry error in the Proposal where the City is able to clearly determine the bidder's intent from the Proposal the City may waive irregularities that are in the best interest of the City as long as the integrity of the bidding process is not affected by waiving the clerical or entry irregularity.

1.06 SUBMISSION OF BIDS

A. Bidders shall submit the Proposal in a sealed envelope. Envelope shall bear return address of the bidder and shall be addressed as follows:

To:	Proposal For:
City Clerk City of Bondurant 200 2nd Street NE Bondurant, Iowa 50035	Southeast Trunk Sewer

B. Bids shall be signed by a legally authorized representative of the bidder.

1.07 BID SECURITY

A. Each bid shall be accompanied by bid security in the form and amount set out in the Notice to Bidders.

B. Bid security shall be enclosed in a sealed envelope with the bid, or in a separate sealed envelope.

C. The bid security shall be forfeited and become the property of the Owner in case the bidder fails or refuses to enter into contract and to furnish bond within 10 calendar days after his proposal shall have been accepted.

D. Bid security of the unsuccessful bidders will be returned as soon as the successful bidder is determined or within 30 days, whichever is sooner; bid security of successful bidder will be returned upon execution of contract and furnishing of bond.

E. Use bid bond form included with specifications.

1.08 EVALUATION OF BIDS

A. Owner and Engineer will evaluate comparative performance of equipment bid upon, using guarantees submitted for expected operating conditions.

B. Time of completion of the work, delivery dates, experience and responsibility of the bidder will be considered in determining which bid is in the Owner's best interests.

C. Low bid will be determined on basis of lowest responsive bid from responsible bidder.

1.09 WITHDRAWAL OF BIDS

A. A bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bid shall be withdrawn for a period of 45 calendar days thereafter.

1.10 EXECUTION OF CONTRACT

A. The successful bidder shall enter into a written contract with the Owner, within 10 days after acceptance of his proposal on the forms included with these specifications, for the performance of the work awarded to him.

B. The contract, when executed, shall be deemed to include the entire agreement between the parties hereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any representative of the Owner or any other person.

1.11 CONTRACT TERMINATION

A. Provisions of law, as contained in Chapter 573A of the Code of Iowa shall apply to and be a part of this contract. Chapter 573A provides for termination of contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A shall be binding upon all parties thereto, including subcontractors and sureties upon any bond given or filed in connection therewith.

1.12 TAXES

A. The City will issue a sales tax exemption certificate for all materials purchased on the project. The City will issue the appropriate tax exemption certificates and authorization letters to the Contractor and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

B. Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. Contractor and subcontractors may make copies of the certificate and provide, to each supplier providing construction material, a copy of the tax exemption certificate.

C. Income tax:
   1. Successful bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
   2. If successful bidder is a non-Iowa partnership, individual or association, he shall furnish evidence prior to execution of contract, that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

1.13 PREFERENCE FOR LABOR AND MATERIALS

A. Contractor shall observe the laws of the State of Iowa with regard to preference for labor and materials. So far as may be done under the law, Contractor shall give preference to labor residing in vicinity of Shenandoah, Iowa, and to local concerns in purchase of materials, insurance and bonds.

B. The Iowa Reciprocal Preference Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.

1.14 PAYMENT

A. Payment will be made in cash as set forth in Notice to Bidders.

B. Payments will be made on the basis of estimates prepared by Contractor and approved by Engineer, solely for the purpose of payment; approval by Engineer shall not be deemed approval of workmanship or material.

1.15 APPROVAL OF MATERIALS

A. Approval of substitutions of any materials or equipment other than that specified shall be obtained in writing from the Engineer. Otherwise, it will be assumed Contractor will furnish materials or equipment specified.

1.16 PERIOD OF GUARANTEE AND BOND

A. Contractor shall guarantee work for a period of four (4) years from date of final acceptance as provided for in the Code of Iowa. Surety bond furnished by Contractor shall run for like period.

1.17 IOWA RECIPROCAL PREFERENCE

A. In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive.

PROPOSAL

SOUTHEAST TRUNK SEWER
BONDURANT, IOWA

Name of Bidder _____

Address of Bidder _____

To: City of Bondurant
200 2nd Street NE
Bondurant, Iowa 50035

The undersigned bidder submits herewith bid security amounting to ten percent (10%) of the total amount of the bid which shall become the property of the City of Bondurant should the undersigned fail or refuse to execute a contract and to furnish bond as called for in the specifications within the time provided.

The undersigned bidder, having examined the Contract Documents, and having familiarized himself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described in the specifications, and addenda ___, ___, ___, ___ and ___, within the time and for the sum or sums stated hereinafter on attached proposal schedule, which proposal schedule is hereby made a part of this Proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of his proposal and the specifications prepared by GREENWOOD CONSULTING LLC, that the provisions of the latter shall prevail.

Bidder _____

By _____

Title _____

PROPOSAL SCHEDULE

SOUTHEAST TRUNK SEWER

1. Construct Southeast Trunk Sewer for the following unit and lump sum prices:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Sanitary Sewer – Trenched, 15”	LF	2,483	$ _____	$ _____
2	Manholes, Type SW-301 48”	EA	7	_____	_____
3	Connection to Existing Manhole	EA	1	_____	_____
4	Field Tile Replacement – Up to 12”	LF	200	_____	_____
5	Rip Rap	TON	140	_____	_____
6	Seeding – SUDAS Type 2	ACRE	3	_____	_____
7	Construction Staking	LS	1	_____	_____
8	Trench Compaction Testing	LS	1	_____	_____
9	Erosion Control	LS	1	_____	_____
10	Traffic Control	LS	1	_____	_____
			TOTAL BID (Items 1 - 10)	$ _____	

2. The work under the contract shall commence within ten (10) days after date set forth in written Notice to Proceed. All work on the project shall be completed by July 1, 2026.

3. Liquidated damages in the amount of Three Hundred Dollars ($300.00) per calendar day will be assessed for each calendar day that work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

4. Required attachment:
   - Bidder Status Form

Bidder Status Form

To be completed by all bidders — Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders — Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

City, State, Zip: _____

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

City, State, Zip: _____

Dates: _____ /_____ /_____ to _____ /_____ /_____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders — Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

_____

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____

_____

You may attach additional sheet(s) if needed.

To be completed by all bidders — Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.

☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we,

_____

of _____ as Principal and_____
of _____as Surety, are held and firmly bound unto the City of Bondurant, Iowa, hereinafter defined as Obligee, in the penal sum of ten percent (10%) of the total amount of the bid ($_____), for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Bondurant, Iowa, a certain bid, in a sealed envelope, and hereby made a part hereof to enter into a contract in writing, for: Southeast Trunk Sewer.

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this_____ day of _____, 2026.

_____
Principal

By_____
Contractor's Signature

_____

_____
Surety

By_____
Attorney-in-Fact

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025, by and between the City of Bondurant, Iowa, party of the first part, hereinafter referred to as the "Owner", and

_____,

party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the 1st day of December, 2025, for Southeast Trunk Sewer under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

   SOUTHEAST TRUNK SEWER

   Construct East Trunk Sewer including all labor, materials and equipment necessary for approximately 2,483 linear feet of 15-inch sanitary sewer installed in open cut, connections to existing manhole, manholes, surface restoration and miscellaneous associated work, including cleanup for the sum of _____ and ___/100 Dollars ($_____) based on the unit and lump sum prices as shown on the Proposal. The project is located south of 32nd Street SE west of Pleasant Street SE in Bondurant, Iowa.

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

   2.1 Contract Documents, including:

   2.1.1 Notice of Public Hearing
   2.1.2 Notice to Bidders
   2.1.3 Instructions to Bidders
   2.1.4 Proposal
   2.1.5 Bond
   2.1.6 General Conditions
   2.1.7 Special Conditions
   2.1.8 Plans Lift
   2.1.9 Detailed Specifications
   2.1.10 Plans listed in the specifications
   2.1.11 Numbered addenda issues to the foregoing

   2.2 This Instrument.

   2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

CONTRACTOR

_____

By_____

Title_____

ATTEST:

_____

Title_____

CITY OF BONDURANT, IOWA

_____
Mayor

ATTEST:

_____
City Clerk

BOND

KNOW ALL MEN: That we, _____
of _____, hereinafter called the Principal, and

_____,
hereinafter called the surety, are held and firmly bound unto the City of Bondurant, Iowa, hereinafter called the Owner in the sum of

_____
Dollars ($_____), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated _____, 2026, entered into a Contract with the Owner for Southeast Trunk Sewer, which Agreement includes a guarantee of all work against defective workmanship and materials for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the Principal for labor or materials, failing which such persons shall have a direct right of action against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after five (5) years from the date of final acceptance of the work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the Owner shall retain until completion of the improvements, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

a. To the extension of time to the Principal in which to perform the Contract.

b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.

c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this _____ day of _____, 2026.

PRINCIPAL:

_____
Contractor

_____
Signature

_____
Title

SURETY:

_____
Surety Company

_____
Signature, Attorney-in-Fact

_____
Name of Attorney-in-Fact

_____
Company Name

_____
Company Address (Including Zip Code)

_____
Company Telephone Number

GENERAL CONDITIONS

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1.01 CONTRACT DOCUMENTS

A. All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.

B. Contract Documents shall be signed by Owner and Contractor. Copies of the original signed Contact Documents shall be considered as original signed documents.

C. Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. Materials or work described in words, which have a well known technical or trade meaning, shall be held to refer to such recognized standards.

1.02 SURETY BOND

A. Contractor shall furnish a good and sufficient surety bond in full amount of contract prior to signing contract. Surety bond shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, Owner may require additional and sufficient sureties. Contractor shall furnish said additional sureties to satisfaction of Owner within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided.

1.03 CONTRACTOR'S RESPONSIBILITY

A. Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.

B. Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. If requested by Owner, Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.

C. Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. Contractor shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.

1.04 SUBCONTRACTS

A. Contractor shall not assign or transfer the whole or any part of work herein specified without written consent of Owner. Subcontracting portions of the work shall not be subject to the Owner consent requirement. Assignment, subcontracting or transfer shall not relieve Contractor from its responsibilities set forth herein.

1.05 CONTRACTOR'S EMPLOYEES

A. Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Owner. Superintendent shall be authorized to receive instructions from Engineer.

B. Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by Owner. Such dismissed persons shall not be permitted to return to work without written consent of Owner.

C. Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

1.06 PERMITS AND REGULATIONS

A. In execution of work specified herein, Contractor shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain all permits and licenses as may be required for construction of work.

1.07 PATENTS

A. All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. Contractor shall protect and hold harmless Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment of construction furnished by Contractor.

1.08 GUARANTEE

A. Contractor shall guarantee all work against faulty workmanship and materials for the period specified after date of final acceptance of work by Owner unless otherwise set out in "SPECIAL CONDITIONS" or "INSTRUCTIONS TO BIDDERS." Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to Owner, without expense to Owner, within ten (10) days after written notification by Owner of such defect. If said repairs or replacements are not made within ten (10) days, Owner may make said repairs or replacements and charge the cost to Contractor.

B. Contractor shall provide Owner with a good and sufficient surety maintenance bond in the full amount of contract prior to signing contract. Maintenance bond shall run for the period specified from time of acceptance to protect Owner from defective workmanship and materials as outlined in preceding paragraph.

1.09 SHOP DRAWINGS

A. Contractor shall provide Engineer with drawings, data and information regarding materials or equipment specified, or as may be called for by Engineer, for its review, within a reasonable time after award of contract. After review, Engineer shall return to Contractor the shop drawings within a reasonable time after receipt. Unless otherwise provided, electronic or paper copy submittal of shop drawings is allowed. Use of third party software programs for processing shop drawings is subject to the approval of the Engineer.

B. Fabrication and shipment of materials or equipment prior to Engineer's review of drawings, data and information mentioned above shall be at Contractor's risk.

1.10 THE ENGINEER

A. Engineer shall make general observation of work as agent of Owner. Engineer's general observation shall not be construed that it may direct or control operations of Contractor. Without being deemed to be controlling the means or methods of the Contractor, the Engineer shall have the authority to prevent the contractor from performing defective work or is not in compliance with the contract documents,

1.11 PLANS AND SPECIFICATIONS

A. Engineer shall provide Contractor with the plans and specifications after execution of contract. If additional paper copies of the plans and specifications are required, Contractor shall compensate Engineer for costs of printing.

B. Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers' drawings and data on materials and equipment.

C. Engineer will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.

1.12 INTERPRETATION OF PLANS AND SPECIFICATIONS

A. Plans and specifications shall be interpreted by Engineer. Engineer’s decision shall be final and binding on all parties concerned.

B. Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

1.13 LINE AND GRADE

A. Engineer shall provide bench marks, base lines and reference coordinates. Unless the Contract Documents provide the detailed construction staking is to be provided by Owner or Engineer, Contractor shall provide competent men and tools, stakes and other materials as required to establish temporary or permanent reference marks in connection with the work. Contractor shall perform such detailed measurements and transfer elevations as required to properly lay out and construct work.

B. If Engineer or Owner provided the detailed construction staking the Contractor shall carefully preserve all stakes and reference points against destruction and shall promptly notify Engineer of any stakes which have been disturbed. In case of willful or careless destruction, Contractor will be charged for expense and damage from such destruction.

1.14 DECISIONS BY ENGINEER

A. Engineer shall make decisions, in writing or electronically, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except for appropriate legal recourse.

1.15 WORKMANSHIP AND MATERIALS

A. All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent labor and tradesmen shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment.

B. In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.

C. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Engineer. Provided, however, if the specifications provide that no substitutions are allowed the Contractor shall provide the specified materials or products.

D. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.

E. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.

F. When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.

G. Contractor shall abide by Engineer's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.

H. Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

1.16 ON-SITE REVIEW OR OBSERVATION

A. All materials used and all work done by Contractor shall be subject at all times to review, observation, tests and approval by Owner or Engineer. Contractor shall furnish samples of materials for observation and tests as requested by Owner or Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.

B. Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Owner or Engineer at plant or factory.

C. Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.

D. Defective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

1.17 RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS

A. Resident engineer and/or engineer technicians may be appointed by Engineer or Owner to insure that work is performed in accordance with plans and specifications.

B. Resident engineer and/or engineer technicians shall have authority to notify Contractor in writing of work which is not being properly performed. Contractor shall be liable for any work determined by Engineer as not being properly performed.

C. Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

1.18 TESTS

A. Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.

B. Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.

C. Tests shall be made in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, American Society for Testing Materials, and other recognized standards.

1.19 TIME

A. Contractor shall commence work within time specified and shall complete work within time specified in contract.

1.20 DELAYS

A. Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.

B. Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.

C. No extension of time shall be valid unless made in writing by Owner.

D. Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

1.21 CHANGES

A. Owner or Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable and without notice to sureties on Contractor's bond.

B. No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.

C. Amount due Contractor shall be adjusted for changes in following manner:
   1. Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.
   2. Where no such unit prices have been bid, Engineer and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 1.22.A. of "1.22 EXTRA WORK" shall apply to changes where compensation is negotiated.
   3. No changes shall be authorized unless they are acknowledged by the Engineer as approved by the Engineer.
   4. Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time to completion which shall be determined by Engineer. Provided, however, no additional time will be provided if the authorized changes do not affect the critical path for the completion of the work under the contract.

1.22 EXTRA WORK

A. Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than fifteen percent (15%) for Contractor's overhead and profit. Overhead and profit shall include all additional bond and insurance costs. No additional allowance allowed for general incidental costs for such items as tools and materials Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, five percent (5%) for subcontractor's profit. An additional allowance on subcontractor costs shall be allowed for bond costs. No additional allowance on subcontractor costs allowed for general insurance costs or general administration of subcontractor activities.

B. The term "extra work" as used herein shall not be construed to apply to changes described in "1.21 CHANGES".

C. No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.

D. Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.

E. If Contractor identifies work it believes is Extra Work the Contractor must notify the Engineer immediately upon identification of work it considers to be Extra Work. Failute to provide a timely notice shall constitute a waiver of any claim for additional compensation as the Owner would be prejudiced by not being able to track and document the activities the Contractor alleges is Extra Work. If Contractor provides notice in a timely manner the Contactor at its discretion may proceed with the work and submit its cost requests in a timely manner. Provided, however, the Owner or Engineer shall have the right to notify the contactor to not proceed with the additional work. If the Owner elects to notify the contractor to not proceed with the work the Owner shall compensate the Contactor for down time as the result of the notice not to proceed. If the Contractor elects to proceed with the work after providing notice there is no guarantee the Owner will agree to the request for Extra Work.

F. For Extra Work the Contractor will be allowed additional time as provided 1.21C.4. of "1.21 CHANGES".

1.23 OWNERSHIP OF MATERIALS

A. All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as relieving Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights of Owner to require fulfillment of all terms of contract.

1.24 OTHER CONTRACTS

A. Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly connect and coordinate its work with theirs.

B. When proper execution of Contractor's work depends upon work of another contractor, it shall inspect other work and report any defects to Engineer. Contractor's failure to inspect and report shall constitute an acceptance of other contractor's work except for defects which may develop in work after completion.

C. To insure proper execution of its subsequent work, Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and drawings.

1.25 OWNER'S RIGHT TO DO WORK

A. If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after five (5) days' written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor Provided, however, Engineer shall approve both such action and amount charged to Contractor.

1.26 OWNER'S RIGHT TO TERMINATE CONTRACT

A. Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:
   1. Contractor makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.
   2. Receiver is appointed on account of Contractor's insolvency.
   3. Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.
   4. Contractor fails to make prompt payment to subcontractors for material or labor.
   5. Contractor persistently disregards laws and ordinances or instructions of Engineer.
   6. Contractor violates a provision of contract.
   7. Contractor consistently performs work that is defective of incomplete.

B. If Owner terminates employment of Contractor, it shall take possession of premises and all materials, tools and appliances thereon. Owner shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.

C. If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

1.27 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

A. If Owner fails to pay to Contractor within forty (40) days of the presentation of a valid and supported partial payment estimate, then Contractor may, upon seven (7) days simultaneous written notice to Owner and Engineer, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice it shall recover from Owner payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

1.28 PAYMENTS WITHHELD

A. Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:
   1. Defective work not remedied (value of repair of defective work).
   2. Valid claims filed (twice the value of the valid claims).
   3. Damage to another contractor, Owner or third party (value of damage).
   4. Claims of Owner for liquidated damages (estimated amount of liquidated damages).
   5. Determination of overpayment based on Contractor requests for payment in relationship to the value of the balance of the work remaining to be completed on the contract (amount of the overpayment).

B. Payments shall be made for amounts withheld when above grounds are removed.

1.29 ACCEPTANCE AND FINAL PAYMENT

A. When work has been satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract. Provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above.

B. Making and acceptance of final payment shall constitute a waiver of all claims or defective work actually known by the Owner to exist unless the Owner at or before the time of acceptance notifies the contractor that certain claims or defects exist and are not being waived. Acceptance shall not constitute a waiver or any claim or defective work not known to the Owner at the time of acceptance, including but not limited to latent defects in the materials and/or workmanship by the Contractor.

1.30 SUSPENSION OF WORK

A. Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.

B. If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

1.31 CLEANING UP

A. Contractor shall keep premises free from accumulations of waste material or rubbish caused by its employees or work. After completion of work it shall remove all its rubbish and all its tools, scaffolding and surplus materials from work site. It shall leave its work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge costs to Contractor as Engineer shall determine to be just.

1.32 HAZARDOUS MATERIALS

A. The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The Contractor, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the Contractor to notify the Owner so that an appropriate substitution can be made in a timely manner so as not to delay the Project.

B. The Contractor shall provide the Owner a certificate that warrants that no materials, products, items or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items or equipment provided as part of this Contract, the Contractor shall be financially responsible for all costs resulting from removal in accordance with an Owner approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the Contractor shall not terminate with the end of the surety maintenance bond period, but shall continue through the life of the facility.

1.33 IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW

A. Owner's responsibility:
   1. Owner shall provide to the Contractor a list of known hazardous chemicals within the project site to which their employees may be exposed and suggestions for appropriate protective measures.

B. Contractor's responsibility:
   1. Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right-to-Know Law.
   2. Contractor shall provide to the Owner a list of known hazardous chemicals that they anticipate will be used on site as well as all pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to Owner upon request.

1.34 INTERRUPTIONS TO SERVICE

A. Existing utilities shall remain in substantially continuous operation during construction, including water and power lines.

B. Do work which will interrupt utility service only at times approved by Owner and Engineer; hold interruptions of service to minimum.

1.35 CONSTRUCTION LIMITS

A. Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations to construction limits shown or noted on plans.

B. Contractor will be held liable by Owner and adjacent property owners for damages outside construction limits; failure of Engineer to warn Contractor about incidence of trespassing does not relieve liability.

1.36 ORDER OF CONSTRUCTION

A. Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work.

B. Coordinate work with Owner and Engineer to assure orderly and expeditious progress of work.

C. Contractor shall establish schedule of working hours for construction, subject to approval of Owner and Engineer.

D. Schedule construction to minimize service interruptions and use of road barricades and detours; clean up each portion of work as it is completed.

1.37 SERVICE FACILITIES

A. Contractor shall make provisions for water and power requirements.

1.38 STORAGE OF MATERIALS AND EQUIPMENT

A. Limited storage space for materials and equipment will be available at project site.

B. Storage areas subject to approval of Owner and Engineer.

C. Store materials and equipment in manner which will preserve their quality and fitness.

1.39 CONSTRUCTION FACILITIES BY CONTRACTOR

A. Provide suitable protection necessary for proper storage of materials and equipment.
   1. Provide Owner and Engineer with at least two telephone numbers at which responsible representatives of Contractor can be reached evenings, weekends and holidays.

B. Provide telephone, attended at all times during working day; provide liaison between telephone and construction personnel for expeditious handling of messages.

C. Provide suitable storage buildings necessary for proper storage of materials and equipment.

D. Location of all construction facilities, including project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.

E. Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.

1.40 INSURANCE BY CONTRACTOR

A. Provide and maintain insurance throughout construction period in the following minimum amounts:
   1. Workmen’s compensation and occupational disease insurance in accordance with laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
   2. Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than $500,000 for one person

and $1,000,000 for each accident; for property damage, not less than $250,000 for each accident and $500,000 aggregate for accidents during policy period.

3. Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than $500,000 for one person and $1,000,000 for each accident; property damage limit of $500,000 for each accident.
4. Builders “all risk” insurance with extended coverage on all work done under the contract including materials and equipment delivered to plant site for incorporation into complete project, in amounts satisfactory to Owner.

B. Owner reserves right to approve insurance company.

C. Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.

D. Furnish certificates of insurance to Engineer made in favor of Owner showing compliance with foregoing requirements.

E. All certificates of insurance shall state that ten (10) days written notice will be given to Owner before policy is canceled or changed.

1.41 EMPLOYMENT PRACTICES

A. Contractor, or his subcontractors, shall not employ any person whose physical or mental condition is such that his employment will endanger the health and safety of himself or others employed on the project.

END OF SECTION

SPECIAL CONDITIONS

SOUTHEAST TRUNK SEWER
BONDURANT, IOWA

INDEX

PART 1 - GENERAL
1.01 INTENT
1.02 LOCATION
1.03 CONSTRUCTION STAKING
1.04 TESTING

1.01 INTENT

A. To supplement the provisions of the General Conditions by outlining special conditions applicable to project.

1.02 LOCATION

A. Work is located on public right-of-way with property owned by the City of Bondurant, Iowa.

B. Transportation facilities:
   1. Interstate Highway 80
   2. US Highway 69

1.03 CONSTRUCTION STAKING

A. Contractor shall provide construction staking.

B. Payment for construction staking is lump sum per bid item.

1.04 TESTING

A. Contractor to retain independent testing laboratory to complete on site testing.

B. Contractor provided testing includes compaction testing, concrete testing, HMA testing and any other on-site testing required under the specifications.

C. Cost of testing is incidental to construction. No separate payment provided for testing.

PLANS LIST

SOUTHEAST TRUNK SEWER
BONDURANT, IOWA

1. The work shall conform to the following drawings bound separately, all of which constitute the "plans" and are an integral part of the Contract Documents.

Title	Drawing Number	Revision Number
COVER SHEET	1	
VICINITY MAP AND LEGEND	2	
PLAN AND PROFILE – 1	3	
PLAN AND PROFILE – 2	4	
PLAN AND PROFILE – 3	5	
PLAN AND PROFILE – 4	6	
PLAN AND PROFILE – 5	7	

DETAILED SPECIFICATIONS

SOUTHEAST TRUNK SEWER
BONDURANT, IOWA

PART 1 - GENERAL REQUIREMENTS

1. FORM
2. INTENT
3. INTERPRETATION
4. WORK INCLUDED
5. STARTING AND COMPLETION TIME
6. INFORMATION FOR ENGINEER
7. SHOP DRAWINGS
8. PLANS AND SPECIFICATIONS
9. STANDARDS AND CODES
10. MATERIALS TESTS
11. TEMPORARY WORK
12. TRAFFIC CONTROL
13. FINAL REVIEW AND ACCEPTANCE
14. PAYMENT

1. FORM

   A. Detailed specifications are in outline form and include incomplete sentences. Omission of words or phrases is intentional. Supply omitted words or phrases by inference.

2. INTENT

   A. To set forth requirements of performance, type of equipment or structure desired, and standards of materials and construction.

   B. To describe work set out in Contract Documents, unless otherwise specifically indicated.

   C. To require performance of complete work in spite of omission of specific reference to any minor component parts.

   D. To provide for new materials and equipment, unless otherwise indicated.

3. INTERPRETATION

   A. Report errors or ambiguities in specifications to Engineer as soon as detected; Engineer will answer questions regarding and interpret intended meaning of specifications; his interpretation shall be accepted as final.

4. WORK INCLUDED

   A. Furnish all materials, labor and equipment to construct Southeast Trunk Sewer as set out in the Notice to Bidders.

5. STARTING AND COMPLETION TIME

   A. Start work within 10 calendar days after date set forth in written Notice to Proceed. It is anticipated that Notice to Proceed will be issued within 30 calendar days after date of receiving bids. Complete work within time set out in Notice to Bidders.

6. INFORMATION FOR ENGINEER

   A. After award of contract submit following information and drawings for Engineer's review: total number of reviewed copies required for distribution: 4 plus copies required by Contractor.

      1. Certified materials test as described hereinafter.

      2. Such other information as Engineer may request and information as specified with equipment.

   B. Within 15 days after award of contract, provide construction schedule, showing dates of starting and completing various portions of work and value of each portion of work.

   C. Provide 2 copies of following information:

      1. Contract price breakdown of lump sum bids for pump station for use in preparation of periodic payment estimates.

      2. Purchase orders and subcontracts without prices.

      3. Shipping papers for all materials.

      4. All materials test reports.

      5. Concrete mix design; submit 8 days before proposed mix is to be used.

7. SHOP DRAWINGS

   A. Intent of Engineer's review: to assist Contractor in interpreting plans and specifications.

   B. Contractor's responsibility: to check drawings prior to submission of coordination and conformance with contract; do not submit without checking.

C. Engineer's review is only for general conformance with design concept of project and general compliance with information given in contract documents. Any action shown is subject to requirements of plans and specifications. Contractor is responsible for dimensions which must be confirmed or correlated at job site; fabrication process and techniques of construction; coordination of work with that of all other trades, and satisfactory performance of work.

D. Prior to submission of shop drawings and catalog data to Engineer: affix Contractor's stamp with signature of responsible person to show that material submitted has been checked and approved by Contractor; shop drawings submitted without appropriate stamp and signature will be returned without Engineer's review.

8. PLANS AND SPECIFICATIONS

A. Engineer will furnish 5 sets of plans and specifications after award of contract. Contractor shall compensate Engineer for printing costs for additional copies required.

B. Subcontractors and suppliers will be furnished copies of plans and specifications only at request of Contractor. Engineer will be compensated for printing cost by Contractor.

C. Provide one set of plans and specifications for each foreman or superintendent in charge of each crew on job.

9. STANDARDS AND CODES

A. Do work in accordance with best present day construction practices.

1. Conform to and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to contrary:American Association of State Highway and Transportation Officials (AASHTO).

2. American Concrete Institute (ACI).

3. American Gear Manufacturers Association (AGMA).

4. American Institute of Steel Construction (AISC).

5. American National Standards Institute (ANSI).

6. American Society of Mechanical Engineers (ASME)

7. American Society for Testing and Materials (ASTM).

8. American Water Works Association (AWWA).

9. American Welding Society (AWS).

10. Anti-friction Bearing Manufacturers Association (AFBMA).

11. Factory Mutual Corporation (FM).

12. Federal Specifications (FS).

13. Hydraulic Institute (HI).

14. Industrial Fasteners Institute (IFI).

15. Industrial Risk Insurers (IRI).

16. Institute of Electrical and Electronic Engineers (IEEE).

17. Insulated Power Cable Engineers Association (IPCEA).

18. Iowa Department of Transportation (IDOT); latest edition of standard specifications and addenda.

19. Iowa Occupational Safety and Health Act of 1972 (Chapter 88, Code of Iowa 2025) (IOSHA).

20. Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).

21. National Electrical Manufacturers Association (NEMA).

22. National Electrical Safety Code (NESC).

23. National Fire Protection Association, Inc. (NFPA).

24. National Fire Protection Associations' National Electrical Code (NEC).

25. National Institute of Occupational Safety and Health (NIOSH).

26. National Lumber Manufacturers Association (NLMA).

27. National Safety Council (NSC).

28. Occupational Safety and Health Act of 1970 (Public Law 91-596) (OHSA).

29. Society of Automotive Engineers (SAE).

30. Steel Structures Painting Council (SSPC).

31. Underwriters' Laboratories, Inc. (UL).

32. Standards and codes of the State of Iowa and applicable standards and codes of the City of Bondurant.

33. Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

10. MATERIALS TESTS

A. Includes all materials tests or tests specified hereinafter.

B. Contractor shall employ and pay for approved testing laboratory for tests required to show that construction materials comply with specifications.

C. Provide samples of materials required for laboratory tests and pay cost of all tests including transportation charges on samples.

D. Incorporate no materials in work until laboratory tests have been furnished which show materials comply with specifications.

E. All materials subject to sampling, testing, inspection and rejection at site by Owner.

F. Laboratory tests for materials.

1. Aluminum-alloy: certify that materials provided conform to specifications; if specified alloys are not furnished, note on submittals and request approval of substitutions.

2. Cement: bin sample for entire requirement, ASTM C150.

3. Concrete aggregates: one (1) sample each, ASTM C33.

4. Reinforcing steel: certify that steel conforms to ASTM A615 for grade specified.

5. Ductile iron pipe: certify that pipe conforms to ANSI A21.51.

6. Steel casing pipe: certify that pipe conforms to ASTM A53 or A139.

7. Lined reinforced concrete pipe: test 1 piece of each diameter of each class furnished; ASTM C76.

8. Other pipe: certify that pipe conforms to applicable specifications.

G. Reinforcing steel: furnish original and one copy of certified test report by manufacturer.

H. Welded wire fabric: furnish original and one copy of certified test report by manufacturer.

I. Concrete compression cylinders: make 2 tests from trial batch of proposed mix before start of construction; ASTM C39; provide 7-day and 28-day tests.

J. Concrete compression cylinders for construction: make 3 cylinders for each day's pour if pour is less than 50 CY; if pour is more than 50 CY make 3 cylinders for each 50 CY or fraction thereof poured; provide 7-day and 28-day tests in accordance with ASTM C39.

K. Provide all cylinder molds, making of cylinders, transportation of cylinders and testing of concrete compression cylinders.

L. Concrete slump and air tests: provide 1 test per structural and pavement pours.

M. Compaction tests on pipe trench backfill: ASTM D698.

1. Where compacted backfill is specified tests to be taken every 50 LF of pipe trench and every 2' of vertical backfill.

2. Where ordinary backfill is specified, tests to be taken every 200 LF of pipe trench and very 2’ of vertical backfill.

11. TEMPORARY WORK

A. Make all temporary connections necessary for maintaining utility service during course of work.

B. Construct temporary drains or bulkheads to keep work in the dry.

12. TRAFFIC CONTROL

A. All traffic control shall be in accordance with the MUTCD.

13. FINAL REVIEW AND ACCEPTANCE

A. Notify Owner when installation is considered to be complete and ready for final review.

B. Owner will accept work and make final payment to Contractor:

1. When Owner has certified that he has reviewed the work of Contractor and determined the work is complete and in substantial conformance with specifications.

2. When Contractor has filed with Owner documents called for in specifications.

3. When all governmental agencies involved have indicated, in writing, that work is complete and acceptable.

14. PAYMENT

A. No separate payment will be made for work covered under this part of the specifications. Include all costs in applicable unit prices for items to which work pertains.

B. Traffic Control, LS: Lump Sum price includes all labor, materials and equipment to provide, place, maintain and remove lights, barricades and signs as required for traffic control.

C. Construction Staking, LS: Lump Sum price includes all labor, materials and equipment to provide construction staking for installation of sanitary sewer and all other work on the project requiring construction staking.

PART 2 - SPECIAL CONSTRUCTION

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1. GENERAL
2. COOPERATION WITH OTHERS
3. CONTINUITY OF EXISTING SEWER SYSTEM
4. CONSTRUCTION LIMITS AND TREE PROTECTION
5. TREE REMOVAL AND TREE PROTECTION
6. EROSION CONTROL
7. FENCE REMOVAL AND REPLACEMENT
8. CREEK CROSSING
9. CONSTRUCTION ACCESS
10. PAYMENT

1. GENERAL

A. Procedures outlined below are not intended to fully cover all special procedures or emergencies which may arise during construction but are offered as an aid to Contractor in planning work; Contractor will cooperate with City and Engineer to minimize inconvenience, construction delays and interruptions to continuous operation of existing sewer system.

B. Determine location of underground utilities and piping before starting work; locations of underground appurtenances are approximate and not guaranteed by City or Engineer.

C. Remove and replace all signs, mail boxes and other appurtenances which interfere with construction operations; replace damaged signs at no cost to Owner.

D. Remove and replace culverts as required for construction; if damaged, replace in kind with new culvert.

E. Limit construction operations to property, rights-of-way and easements provided by City; provide barricades, lights, signs and detours as necessary to reroute traffic around construction areas.

F. Arrange with operating utilities for relocation or temporary removal of utilities in conflict with construction and for services needed during construction.

G. Dispose of materials removed during construction at locations as designated and directed by Owner.

1. Dispose of waste products containing putrescible materials at approved location.

2. Dispose of surfacing, broken concrete or rubble, brush, trees, excess excavated materials or spoil not suitable for backfill at approved location not located in Bondurant.

H. Notify residents 2 days in advance when construction will disrupt or block access to property.

I. Remove and replace fencing where required for construction; replace fences as work progresses; keep cleanup concurrent with construction.

J. Provide snowfence along boundaries of construction area as specified hereinafter and as directed by Owner.

1. Install snowfence when area is prepared for excavation; install on steel posts with maximum spacing of 8'; maintain until work is completed.

2. Provide snowfence around all open trenches or open structures when left unattended.

3. Provide snowfence as necessary to contain livestock; maintain until work is completed and permanent fences have been reinstalled.

K. Clean up and provide surface restoration as construction progresses.

L. Submit complete detailed construction procedure schedule after award of contract for planning, scheduling and controlling construction of project.

M. Contractor will be expected to provide adequate personnel and equipment to perform work within specified time of construction.

N. If delays in delivery of materials become apparent, notify Owner promptly; take action to accomplish one of the following:

1. Substitute alternate materials with approval of Owner.

2. Expedite delivery of materials.

O. Extensions of contract period will be given consideration upon written request of Contractor; request must include valid supporting data and bonafide reasons for requesting extension; City expects work to be complete and ready for final acceptance within completion time specified.

P. Maintain reasonable access to properties along route of sewer unless property owners agree to other arrangements and Owner approves; cost of maintaining access is incidental to construction.

Q. In locations where sewer alignment requires removal of lot pins or markers, pins or markers must be replaced by registered professional land surveyor; cost is incidental to construction.

2. COOPERATION WITH OTHERS

A. Advise all utilities prior to excavating in area where construction might affect underground gas, electrical, telephone or water service.

1. Advise telephone company of proposed construction schedule as it relates to telephone service.

2. Advise power company of proposed construction schedule as it relates to electrical service.

3. Advise gas company of proposed construction schedule as it relates to gas service.

4. Advise Bondurant Water Department of proposed construction schedule as it relates to water service.

5. Advise cable television company of proposed construction schedule as it relates to cable television service.

B. Cooperate with State and Federal regulatory agencies in matters under their jurisdiction over construction operations.

C. Cooperate with local governmental agencies; secure necessary building permits and arrange for inspections at proper time.

3. CONTINUITY OF EXISTING SEWER SYSTEM

A. Prepare detailed construction procedure schedule after award of contract; show definite and positive action which will be taken to prevent interruption of flow in existing sewer system and to prevent discharge of untreated wastes to other than sanitary sewer system.

B. Divert flow in existing sewers to new or existing sanitary sewers as required for new construction.

   1. Provide all equipment, materials and labor for diversion operations.

C. Start sewer construction at downstream end and construct upstream; do not activate new sewer or make connection from existing to new sewer until downstream sections of new sewer have been tested and written approval of Engineer is obtained.

D. Handling of sewage flow is incidental to construction; include in unit price for new sewer construction.

4. CONSTRUCTION LIMITS AND TREE PROTECTION

   A. Tree removal allowed within the construction limits as necessary for actual construction.

   B. City is aware of the space limitations imposed by the construction limits and the limitations on working space due to tree protection requirements and specified tree removal.

   C. Contractor responsible to develop and implement construction procedures to comply with requirements relative to tree protection and tree removal and to work within designated construction limits.

5. TREE REMOVAL AND TREE PROTECTION

   A. Plan drawings include specific requirements relative to tree protection and designate trees allowed for removal.

   B. Only trees designated for removal may be removed in whole or in part to accommodate construction.

   C. Trees must be removed from site and disposed of at approvable location; burning, chipping, shredding and burial of trees not allowed.

   D. Contractor responsible to protect all other trees, including trees specifically designated for protection.

   E. Tree removal is incidental to construction. Include cost in unit price for sewer construction.

F. Tree protection and associated work to protect trees is incidental to construction. Include cost in unit price for sewer construction.

G. City and property owner reserve the right to remove and use trees marked for removal.

H. All tree removal must occur between October 31 and March 15 due to the potential presence of Indiana Bat habitat.

I. If Contractor wishes to remove trees prior to October 31 Contractor responsible to complete necessary investigation and testing to determine if tree removal can be allowed because the trees removed are not potential bat habitat trees.

6. EROSION CONTROL

A. Project will disturb more than 1 acre; General Permit No. 2 from Iowa Department of Resources is required for construction of the project.

B. Erosion control and permit requirements:

1. Contractor will be the responsible party for applying for, implementing and complying with a General Permit No. 2 for stormwater discharge for the construction activities associated with this project. Contractor shall be the permittee and solely responsible for compliance and costs associated therewith, including those specifically referenced herein. Contractor will be responsible for preparation of a Storm Water Pollution Prevention Plan.

2. Contractor responsible to retain or engage persons knowledgeable in the preparation of a Storm Water Pollution Prevention Plan. The Storm Water Pollution Prevention Plan shall be prepared in a manner that complies with all applicable requirements.

3. Contractor will be the responsible party for publishing notice in newspapers as required for General Permit No. 2. The contractor will be the responsible party for preparing and submitting Notice of Intent to the Iowa Department of Natural Resources for General Permit No. 2. Contractor responsible to pay all fees and costs associated with preparation of the Storm Water Pollution Prevention Plan, Publication of notice and filing of Notice of Intent for coverage under General Permit No. 2.

4. Contractor will be responsible party for implementation and monitoring of compliance with Storm Water Pollution Prevention Plan requirements and General Permit No. 2.

5. Contractor responsible party for filing of Notice of Discontinuation of General Permit No. 2 after vegetative growth has been re-established to the required levels of the permit.

6. Contractor will be responsible party for all fees and fines associated with the permit and permit violations.

7. Contractor will be responsible for maintaining a copy of the Storm Water Pollution Prevention Plan on the project site and for all site inspections and monitoring required by the permit.

8. Contractor will become the permittee. Contractor must identify which contracting entity will be responsible for each portion of the Storm Water Pollution Prevention Plan and maintain the site in compliance with the Pollution Prevention Plan and NPDES Permit.

9. All subcontractors must sign the NPDES certification statement before conducting any work at the site. The certification must be signed in accordance with the signatory requirements found in the general permit and must be incorporated in the Storm Water Pollution Prevention Plan.

10. In the event the Iowa Department of Natural Resources considers the City of Bondurant to be the permittee or the co-permittee, the contractor agrees to indemnify and hold harmless the City of Bondurant for all issues and activities relating to the Storm Water Pollution Prevention Plan and permit including, but not limited to, fines and penalties.

11. Contractor must submit Storm Water Pollution Prevention Plan and documentation relating to General Permit No. 2 to the City of Bondurant. The City may review and require modification of said plan and documentation, but is not required to do so by this contract or by law.

12. Contractor responsible to develop phasing and staging plans for implementation of Storm Water Pollution Prevention Plan.

13. The City of Bondurant will not be responsible for maintenance or inspection of erosion control facilities or other activities or devices identified under the Storm Water Pollution Prevention Plan.

14. Contractor responsible to complete all requirements for NPDES General Permit No. 2 in a timely manner to avoid any delays in start of construction; notice to proceed for construction will not be issued until all General Permit No. 2 requirements have been met; no extension of time for completion of construction will be granted for failure to timely meet requirements of General Permit No. 2.

C. Include all costs associated with preparation, implementation and monitoring of Storm Water Pollution Prevention Plan and all necessary pollution control measures to be constructed and maintained by the contractor in the lump sum price for erosion control.

7. FENCE REMOVAL AND REPLACEMENT

   A. Contractor responsible to carefully remove fence in conflict with construction.

   B. Notify property owner 5 days in advance of scheduled removal of fence.

   C. Following completion of sewer construction replace fence removed for construction provide replacement fence comparable to condition before removal.

   D. Replace fence at existing location unless City notifies Contractor to replace fence at alternative location.

   E. Cost for removal and replacement of all fences is incidental to construction.

8. CREEK CROSSING

   A. Intent is for creek crossing to be constructed in open cut.

   B. Contractor responsible to handle creek flow during installation of creek crossing.

   C. Maximum width of disturbed area of creek bank and creek bed is 50 feet perpendicular to the centerline of the sewer. Contractor to manage construction methods to limit disturbance to maximum allowed width.

   D. In actual creek channel top of new rip-rap to be 9 inches below the natural creek bed to allow the creek flow to silt over the top of the rip-rap.

   E. No separate creek crossing for construction access allowed.

9. CONSTRUCTION ACCESS

   A. Construction access to the project is from the existing field entrance located on the south side of 32nd Street SE just west of Pleasant Street SE.

   B. From field entrance contractor to access the project along the east edge of the agricultural field area to reach east end of project.

   C. No access allowed from Pleasant Street SE.

   D. No access allowed from 32nd Street SE to the west end of the project unless the

contractor enters into a separate arrangement with the property owner. The property owner, Gholds, owns the property on the east side of the creek and a small area on the west side of the creek where the connection to the existing manhole is located.

E. Property to the west of the connection manhole and south of 32nd Street SE under different ownership.

F. Contractor responsible to restore all access routes and seed all non-crop production access route areas. Cost for access including establishment, maintenance and restoration incidental to construction.

G. Field access from 32nd Street SE must remain accessible at all times for property owner and tenant farmer to access field areas for crop production activities.

10. PAYMENT

A. No separate payment will be made for work covered under this part of the specifications. Include all costs in applicable unit prices for items to which work pertains.

B. Erosion Control, LS: Lump sum price includes all labor, material and equipment to implement and undertake requirements for erosion control including, but not limited to, development of Storm Water Pollution Prevention Plan, obtaining General Permit No. 2, installation and maintaining of erosion control measures, monitoring and reporting of erosion control, modifications of plans and devices as required to meet permit requirements, removal of erosion control devices and reporting of discontinuance.

PART 3 - EXCAVATION AND BACKFILL

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1. GENERAL
2. DEFINITIONS
3. TRENCH EXCAVATION
4. SHEETING, SHORING AND BRACING
5. DEWATERING
6. EXISTING UTILITIES
7. SURFACING REMOVAL
8. TRENCH BACKFILL
9. SURFACE RESTORATION
10. EXISTING STORM SEWERS AND WATER MAINS
11. RIP-RAP
12. PAYMENT

1. GENERAL

A. Excavate all materials encountered to depth indicated or specified; comply with safety rules of the state and federal governments.

B. Schedule work to keep streets, roads and utilities in usable condition; avoid inconvenience to property owners insofar as practicable during construction.

C. Remove, replace and repair items such as fences, culverts, signs, clotheslines, hanging wires, shrubbery, flowers, trees and other obstructions to accommodate construction equipment or to facilitate excavation.

D. Remove trees, plantings and shrubbery where shown on plans; remove other plantings only with written authorization of Engineer; any plantings removed or damaged for convenience of Contractor: replace with equal plantings at no cost to Owner.

E. Pile excavated material suitable for backfill in an orderly manner sufficient distance back from edge of excavation to avoid slides or cave-ins; 2' minimum clear distance; cast dirt as directed by Engineer.

F. Remove soil not suitable for backfill; waste at disposal area designated by Engineer; removal is incidental to construction; include cost in unit price for sewer construction.

G. Where new work crosses existing utilities or utility services, excavate in advance of pipe laying; determine crossing arrangement including exact construction line and grade.

H. Excavate in open cut under existing streets, utilities and structures except as noted on plans or as modified by Engineer.

A. Reference to percent maximum density shall mean a soil density not less than the stated percent of maximum density for soil as determined by ASTM D698 Moisture-Density Relations of Soils, using 5.5-lb. Rammer and 12-in. Drop (Standard Proctor Method).

2. DEFINITIONS

A. Earth: all materials, including clay, silt, sand, gravel, hardpan, disintegrated shale, shale, limestone, rock, debris, junk, brick, loose stones and boulders.

3. TRENCH EXCAVATION

A. Keep width of trench as narrow as possible and still provide adequate room for backfill and jointing.

B. Keep sides of trench as nearly vertical as practical; maintain vertical walls of excavation below top of pipe.

C. Maximum desirable width of trench at top of pipe: as shown on Standard Drawings.

D. If trench at top of pipe exceeds that shown on Standard Drawings provide higher type bedding at no cost to Owner.

E. Bottom of sewer trench:

1. Bedding for lined reinforced concrete pipe: Class C Bedding - Granular Type 1 as shown on Standard Drawings.

2. Bedding for ductile iron pipe: Class C, Type 1 as shown on Standard Drawings.

3. Bedding for reinforced concrete culvert pipe: Class C Bedding - Shaped Trench Bottom, Type 1 as shown on Standard Drawings.

4. Bedding for field drain lines: Class C, Type 1 as shown on Standard Drawings

5. Excavate full depth by machine; place pipe bedding in bottom of trench.

6. Pipe bedding: sharp, clean crushed stone; comply with following gradation, dependent upon pipe diameter:

	Pipe Diameter	
	8" - 18"	Over 18"
Sieve	% Passing	% Passing
1-1/2"		100
1"	100	95-100
3/4"	80-95	35-70
1/2"	50-60	25-50
3/8"	20-40	10-30
No. 4	0-5	0-5

   a) Engineer may authorize change in gradation subject to bedding material available locally at time of construction.

7. Compact bedding by rodding or slicing with shovel.

8. Provide bell holes at each pipe joint in pipe bedding; provide access around circumference of pipe for proper jointing.

9. Pipe bedding incidental to construction; include cost in unit price for Sewer Pipe in Place.

10. Trench excavated below required grade: backfill to property elevation with pipe bedding, as specified, at no cost to Owner.

11. Where hand shaped trench bottom is shown on plans:

    a) Delete pipe bedding material.

    b) Hand shape to provide uniform bearing and support for full length of pipe barrel against undisturbed earth for at least 1/4 circumference.

    c) Provide suitable bell holes at each pipe joint after bottom of trench has been graded.

F. When unstable material is encountered which may not provide a suitable foundation for pipe:

   1. Notify City immediately.

2. City will investigate questionable material to determine its suitability for pipe foundation.

3. If material is considered unsuitable for foundations, Engineer will specify and authorize remedial measures in writing.

4. If removal of unsuitable material is authorized:

   a) Replace with stabilizing material.

   b) Stabilizing material: sharp, clean crushed stone; comply with following gradation:

Sieve	Passing
2-1/2"	100
2"	90-100
1-1/2"	35-70
1"	0-15
1/2	0-5

   c) Place pipe bedding on top of stabilizing material.

   d) Authorized overexcavation and stabilizing material will be paid for as Stabilizing Material.

5. Authorized remedial measures not covered by contract unit prices will be paid for as Extra Work.

G. Excavate by hand:

   A. Under tree roots 3" and larger.

   B. Under and around utilities.

   C. Where overhead clearance prevents use of machine.

   D. To protect trees and shrubs where shown on plans.

   E. Trenches in garden areas, parkings, lawns, street rights-of-way, pastures and farm fields:

      1. Remove top 24" of topsoil and store in segregated stockpiles for backfill prior to trench excavation.

4. SHEETING, SHORING AND BRACING

   A. Construct tight sheeting, shoring and bracing to hold walls of excavation where shown on plans or at other locations, to provide safety for workmen, to protect existing utilities or structures or to permit construction in the dry.

   B. Leave in place all sheeting below a level 2' over top of pipe if pulling of sheeting disturbs pipe.

   C. Leave sheeting and shoring in place above 2' over top of pipe when removal, in the opinion of Engineer, might damage new pipe, existing utilities or structures.

   D. Contractor may be required to install sheeting by regulatory agencies when not required by Owner or Engineer; in such case, Owner will only pay for sheeting left in place, as directed by Engineer.

   E. Sheeting paid for as MFBM (1,000 feet board measure); if steel sheeting is used, Contractor will be paid based on comparable square footage of wood sheeting requirements using 3" thick lumber.

5. DEWATERING

   A. Do all work in dry; obtain Engineer's approval on methods of dewatering.

   B. Provide for handling of water encountered during construction.

   C. Lay no pipe in or pour no concrete on excessively wet soil.

   D. Prevent surface water from flowing into excavation; remove water as it accumulates.

   E. Divert stream flow away from areas of construction.

   F. Do no pump water onto adjacent property.

   G. Dewatering is incidental to construction; include cost in appropriate unit cost.

6. EXISTING UTILITIES

A. Locations of utility lines, mains, cables and appurtenances are in accordance with information provided by utility companies and from records of City; confirm locations of underground utilities by excavating ahead of work; Contractor fully responsible for damage to utilities during construction.

B. Conflicting utilities not shown on plans, except services: notify Engineer immediately.

C. Utility services are not generally shown on plans; protect services during construction.

1. If gas services are in direct conflict with line and/or grade of new pipe, allow gas company to remove and replace service at no cost to Contractor; if Contractor wants other gas services removed, make own arrangements with gas company.

2. Cut water services only if they conflict with line and grade of new work; if services are cut, use hose or other flexible connector to maintain service while new work is installed; reinstall permanent service use 3/4" copper service pipe; handling of services is incidental to construction.

3. Maintain sanitary sewer services without damage; if services conflict with line and grade of new work, re-lay service as required; re-laying sewer service will be paid for as Extra Work; replacement of services because of breakage due to carelessness of Contractor or for his convenience is incidental to construction.

D. Water main and sanitary sewer conflicts: notify Owner and Engineer immediately; provide all necessary shut-down, repair and relocation where conflicts occur; furnish labor, equipment, pipe and fittings; repair and relocation will be paid for as Extra Work; when broken due to carelessness, repair is incidental to construction.

E. Utility lines, poles and appurtenances, except water mains and sewer lines in direct conflict with line and grade of work will be relocated by utility company before or during construction at no expense to Contractor unless plans direct Contractor to perform work; Owner will advise utility companies of lines, poles and appurtenances to be moved after award of contract; cooperate with utility companies in relocation of lines, poles and appurtenances.

F. Support and protect, by timbers or other means, all utility pipes, conduits, poles, wires and other apparatus not to be moved; protective measures subject to approval of Engineer.

G. No utility or utility service will be moved to accommodate equipment, method of operation or for convenience of Contractor when utility or utility services does not conflict directly with line and grade of work; arrange with utility company for relocation with approval of new location by Owner and Engineer; relocation is incidental to construction.

7. SURFACING REMOVAL

A. Remove existing street, road, sidewalk and driveway surfacing, minimum of 1' outside edge of trench where open cut construction is specified; see plans for designation of surfacing.

1. Remove on lines approximately parallel or perpendicular to centerline of trench.

2. Cut vertically and horizontally on straight lines; saw cut full depth of surfacing.

3. Portland cement concrete pavement: remove to nearest joint or as directed by City; cut steel as necessary.

4. If remaining surfacing along saw cut line becomes cracked or broken during construction, provide additional saw cuts, surface removal and surface replacement as directed by Engineer at no cost to Owner.

B. Dispose of waste material at disposal area approved by Engineer.

C. Surfacing removal is incidental to construction; include cost in applicable unit price.

8. TRENCH BACKFILL

A. Backfill trench immediately after Engineer has recorded location of connections and appurtenances and testing has been completed, or at Engineer's direction.

B. Allow no more than 200' of trench to be open at one time; construct manholes and appurtenances and backfill as work progresses.

C. Backfill with material excavated from trench except where sand or compacted road stone backfill is specified and as noted hereafter; use no large stones, large clods, organic matter, rubbish, frozen or unsuitable materials, in backfill.

D. Backfill simultaneously on both sides of pipe to prevent displacement.

E. Use compacted backfill where designated on plans, under all driveways and in all street right-of-way.

1. Carefully hand place and compact suitable backfill to 1' over top of pipe.

2. Continue backfill operation with excavated material placed in layers not to exceed 12" up to subgrade surface in surfaced areas and 24" below required ground surface in unsurfaced areas; moisten as required; compact to 95% maximum density, moisture level between -1% and +3% of optimum moisture.

3. Fill upper 12" of trench in unsurfaced areas with topsoil; match surrounding ground surface; compact to 85% maximum density.

4. Future street right-of-way shown on plans requires compacted backfill.

F. Use ordinary backfill at all other locations.

1. Carefully hand place and compact suitable backfill to 1' over top of pipe.

2. Continue backfill operation with excavated material placed in layers not to exceed 12" up to subgrade surface in surfaced areas and 24" below required ground surface in unsurfaced areas; moisten as required; compact to 90% maximum density, moisture level between -1% and +6% of optimum moisture.

3. Fill upper 12" of trench in unsurfaced areas with topsoil; match surrounding ground surface; compact to 85% maximum density.

G. Compaction in agricultural areas

1. This section establishes specific procedures for trench excavation and backfill in areas used for agricultural row crop production.

2. Contractor responsible to strip and stockpile minimum 24” of topsoil. Topsoil must be segregated from other excavated material. In the event topsoil horizon is less than 24” City may approve a lesser thickness of topsoil stripping. Any reduction in stripping of topsoil must be approved by City.

3. In agricultural areas all trench compaction more than 10 feet below the ground surface will be in accordance with standard specifications for ordinary backfill.

4. In agricultural areas trench backfill from 10’ below ground surface to 5’ below ground surface will be a target compaction of 88% standard proctor density. Compaction cannot exceed 92% of standard proctor density.

5. From 5’ below ground surface to 2’ below ground surface target compaction is 83% of standard proctor density. Minimum compaction 80% standard proctor density and maximum compaction 85% of standard proctor density.

6. In top 2’ of trench Contractor to replace stripped topsoil. For topsoil no minimum compaction standard established. Contractor to compact topsoil only as incidental to placement of topsoil.

7. Contractor required to have backfill in agricultural areas tested in the compaction ranges specified in this section. Contractor cannot proceed to compact next compaction range without City review of test results.

8. In the event tests reveal over compaction in agricultural areas implement remedial measures to reduce compaction to within specified range.

9. Special compaction standards in agricultural areas designed to reduce the long term negative impact on crop production from trench compaction.

H. In agricultural areas outside of actual trench backfill at completion of construction Contractor to deep rip all areas to a nominal depth of 12” to reduce impact of soil compaction from construction activity.

I. New line below existing water, sewer, or gas main: backfill under existing water, sewer, or gas main with sand; compact to 95% maximum density; length of sand backfill at elevation of existing utility: equal to depth of excavation below utility; sand backfill is incidental to sewer construction.

J. If removal of sheeting disturbs compacted backfill, recompact backfill to comply with specifications.

K. Use stabilizing material for backfill where shown on plans.

1. Payment will be made for quantity of stabilizing material shown on plans.

L. If settlement of any trench occurs within period of guarantee and bond: refill, compact, level off and restore surfacing.

9. SURFACE RESTORATION

A. Parking, lawns, street rights-of-way, pastures and farm fields: replace 24" of topsoil removed during excavation.

B. Replaced damaged flowers, shrubbery and trees with new plantings of equal type and quality at no cost to Owner; trees removed because of conflict with alignment of pipe shall not be replaced, except where shown on plans.

C. Grade tops of trenches to smooth, uniform lines without large lumps, clods or debris.

D. Dispose of all brush and rubbish as directed by Engineer.

E. Water seeded area sufficiently to saturate seed bed.

F. Contractor is responsible for turning over to Owner full stand of grass; replant or redevelop bare spots or areas which do not attain a full stand during first growing season.

G. Seeding to comply with SUDAS Type 2 seeding.

10. EXISTING STORM SEWERS AND WATER MAINS

A. Plan drawings illustrate location of existing storm sewer and water main in vicinity of new sanitary sewer; information is taken from available records.

B. Contractor responsible to confirm location and elevation of storm sewer, water main and other utilities in area of open cut construction; confirmation shall be in advance of pipe laying reaching location of utility; if conflict is identified notify City immediately.

C. Location of water mains is taken from best available information; Contractor responsible to carefully locate water main in advance of pipe laying.

11. RIP-RAP

A. Rip-rap materials: conform with IDOT 4130.05, nominal size – 6”, maximum size – 9”, minimum size – 3”, 5% maximum muds balls, meet freeze thaw requirements for erosion stone – 15% with Method C.

B. Install geotextile fabric under rip-rap, conform to IDOT 4196.01.C.

12. PAYMENT

A. No separate payment will be made for work covered under this part of the specifications. Include all costs in applicable unit prices for items to which work pertains.

B. Seeding, Acre: Unit price includes all labor, material and equipment to seed using SUDAS Type 2 including all preparatory and post seeding requirements.

C. Stabilizing Material, Ton: Unit price includes all labor, material and equipment to provide and place stabilizing material. Unit price includes removal and disposal of material displaced by stabilizing material.

   1. All use of stabilizing material must be approved by Engineer.

   2. No payment for stabilizing material will be made when Contractor does not adequately dewater sewer trench.

D. Rip-Rap, Tons: Unit price includes all labor, material and equipment to provide and place rip-rap as specified and as shown on plan drawings.

PART 4 - SEWER PIPES AND STRUCTURES

INDEX

1. PIPE MATERIALS
2. PIPE JOINTS
3. JOINT PROTECTION AND INSPECTION
4. SEWER PIPE INSTALLATION
5. WATER MAIN CONFLICTS
6. MANHOLES
7. PIPE CONNECTORS
8. TESTS FOR GRAVITY SEWERS
9. VIDEO INSPECTION
10. CONNECTION TO EXISTING MANHOLE
11. FIELD TILE
12. PAYMENT

1. PIPE MATERIALS

A. Truss pipe (TP): ASTM D2680 composite wall construction, pvc thermoplastic double wall; use for sanitary sewers 15" in diameter and smaller.

B. High density polyethylene pipe (HDPE): AASHTO M 294 Type S corrugated exterior and smooth interior. Minimum stiffness at 5% deflection in accordance with ASTM F477, pipe material ASTM D3350, minimum resin Cell Classification 33 5420C; use for field tile replacement.

C. Steel casing: New steel pipe meeting requirements of ASTM A 139 Grade B, ASTM A 252 Grade 2 or ASTM A 53 Grade B. Pipe may be welded or seamless

2. PIPE JOINTS

A. Truss pipe: gasketed joint; ASTM D2680.

B. For HDPE storm sewer use premanufactured couplings.

3. JOINT PROTECTION AND INSPECTION

A. Carefully protect joints from injury while handling and storing pipe.

B. Use no deformed, gouged or otherwise impaired joints.

C. Clean bell and spigot surface of dirt and foreign matter before jointing pipe.

D. Make joints in strict accordance with manufacturer's recommendations.

4. SEWER PIPE INSTALLATION

A. Before laying pipe, verify all measurements at site; make necessary field measurements to accurately determine sewer make-up lengths or closures.

B. Begin at lowest point in line; lay groove or bell ends pointing upstream.

C. Keep pipe free of all dirt and foreign material.

D. Use no defective pipe; check each length for defects and hairline cracks at ends prior to lowering into trench.

E. Repair damaged reinforced concrete pipe lining; apply by brush as recommended by manufacturer.

F. Lower pipe carefully into trench; lay true to line and grade.

G. Provide a smooth and uniform invert; bear spigots against bell shoulders.

H. Pull joints together with equipment recommended by pipe manufacturer; do not use backhoe to push joints together.

I. Line and grade:

1. Provide, install and operate laser light equipment for line and grade control.

a) Provide and install detection equipment to constantly monitor laser light to prevent movement or drift of light from line and grade.

2. Check line and grade of each pipe with laser light; check grade with surveyor's level 50' upstream of manhole and minimum once per day to check laser light.

J. Continuously check alignment of sewer by flashing light between manholes or between last piece of pipe laid and opening at downstream manhole; correct misalignment, displacement or otherwise defective sewer at Contractor's expense.

5. WATER MAIN CONFLICTS

   A. Where new sewer parallels existing water main with less than 10' lateral separation, and top (crown) of sewer is less than 18" below bottom (invert) of water main notify Engineer immediately.

   B. Sewers with less than 10' lateral clearance and top of sewer less than 18" below bottom of water main: use ductile iron pipe for sewer, maintain minimum 3' lateral clearance; pressure test sewer at 30 psi for 1 hour to assure watertightness before backfilling.

   C. Where new sewer crosses over water main or service or where top of sewer is within 18" of bottom of water main or service; provide 20' length of ductile iron pipe for sewer centered at the water main; backfill trench with low permeability soil for 20' length centered on crossing.

   D. Provide all necessary shut-down, repair and relocation of water mains where conflicts occur; furnish labor, equipment, pipe and fittings; repair and relocation will be paid for as Extra Work; when broken due to carelessness, repair is incidental to construction.

      1. Conflicts as specified in EXCAVATION AND BACKFILL.

6. MANHOLES

   A. Construct manholes in accordance with Statewide Urban Standard Specifications Type SW-301. See Appendix A for manhole detailed drawing.

   B. Provide no steps.

   C. Manhole castings:

      1. SUDAS Type A.

   D. Install exterior chimney seals on all SW-301 manholes.

7. PIPE CONNECTORS

   A. Provide rigid pipe connectors on each end of sanitary sewer where connections between pipe are constructed; flexible connectors not allowed; all hardware on connectors shall be stainless steel.

8. TESTS FOR GRAVITY SEWERS

   A. Allowable leakage test shall be completed prior to activation of sewer.

   B. Allowable leakage - sewer:

      1. Maximum allowable infiltration or exfiltration for any new sanitary sewer section, including all manholes is 200 gallons per inch of diameter per mile of pipe per day; manholes may be tested separately.

   C. Leakage test - sewer:

      1. Conduct all infiltration and exfiltration tests after backfill for sewer line and manholes is complete; test sewer lines by low pressure air testing; ASTM C924 and as specified herein.

         a) Isolate and test all sections of pipe between manholes.

         b) Install plugs in accordance with manufacturer's recommendations; allow no one in manholes during testing.

         c) Wet line by flushing to produce consistent results.

         d) Plug and brace all stoppers to resist test pressure.

         e) Determine the test duration for the section under test from Table No. 1; interpolate test duration as required.

Table No. 1

Size Pipe (In.)	For Pipe Length Test Period Duration (min.) 100’	200’	300’	400’	500’
8	1.2	2.4	3.6	4.8	6.0
10	1.5	3.0	4.5	6.0	7.5
12	1.8	3.6	5.4	7.2	9.0
15	2.1	4.2	6.3	8.4	10.5
18	2.4	4.8	7.2	9.6	12.0

The pressure holding time is based on an average holding pressure of 3 psi gauge or a drop from 3.5 psi to 2.5 psi gauge.

f) Add air to the line segment being tested until the internal air pressure of the sewer line is raised to approximately 4.0 psi gauge greater than the average back pressure of any groundwater that may be over the top of the pipe; at least 2 min. shall be allowed for the air pressure to stabilize.

g) When the pressure has stabilized and is at or above the starting test pressure of 3.5 psi gauge, commence the test; record the drop in pressure for the test period; if the pressure has dropped more than 1.0 psi gauge during the test period as per Table No. 1, the line is presumed to have failed; test may be discontinued when the prescribed test time has been completed, even though the 1.0 psi gauge drop has not occurred.

h) In areas of known groundwater above the pipe section being tested, the total height in water in feet above the pipe shall be divided by 2.31 to establish the pounds in pressure (psi gauge) that will be added to all readings; for example, if the height of water is 5' then the added pressure will be 2.2 psi gauge. This increases the 3.5 psi gauge to 5.7 psi gauge and the 2.5 psi gauge to 4.7 psi gauge; allowable drop of 1.0 psi and the timing remain the same; do not exceed 6.0 psi pressure.

2. Engineer may require water testing of sewers if results of air testing are unsatisfactory or indefinite.

a) Test sewers at infiltration test manholes designated by Engineer.

b) Line infiltration test using weir: cover crown of pipe with minimum 2' of water at highest point in section being tested; maintain test head for not less than 24 hours before weir measurement is made; measure infiltration by means of V- notch weir located in downstream manhole; cap or plug all

service connections and stubs to prevent entrance of groundwater into line at these connections.

c) Line exfiltration test: close inlet of upstream and downstream manholes with watertight bulkheads; fill sewer and upstream manhole with water until elevation of water in upstream manhole is 2' higher than top of pipe in line being tested, or 2' above existing groundwater in trench, whichever is higher elevation; measure exfiltration by determining amount of water required to maintain initial water elevation for 1 hour from start of test; if average head above section being tested exceeds 2', allowable leakage can be increased by 5% for each additional foot of head; this test is preferable for dry areas where groundwater head over pipe does not exist at time of test.

3. Manhole exfiltration test:

a) Plug inlet and outlet of manhole and fill manhole to depth used in testing line; allow water to stand 1 hour and refill to original elevation; after specific time, usually 15 min. to 1 hour, record difference in elevation and convert into gallons per hour lost through manhole leakage.

b) To get actual line exfiltration subtract manhole loss from loss determined during line exfiltration test.

D. Deflection test - sanitary sewer:

1. Truss pipe: provide deflection test 30 days after backfill of trench is completed; maximum allowable deflection: 5%.

2. Run rigid ball or mandrel without mechanical pulling device through pvc truss pipe and profile wall pipe sewer; diameter of ball or mandrel equal to 95% of inside pipe diameter.

9. VIDEO INSPECTION

A. Provide final inspection of completed project by closed circuit video inspection; provide report and video recording in digital format to Owner; if defects are found by TV inspection, correct to conform to specifications; cost of repair or reconstruction at expense of Contractor. Comply with current requirements of City for format of report and digital files. Video inspection incidental to construction.

10. CONNECTION TO EXISTING MANHOLE

A. Contractor responsible to make connections to existing manholes at downstream end of project.

B. Construction to comply with requirements of Des Moines Metropolitan WRA as set forth in Appendix B.

C. Replace manhole casting and anchor casting as required by WRA regardless of condition of existing casting.

D. Provide required notifications to WRA.

11. FIELD TILE

A. Contractor will encounter and sewer is likely to cross existing field tile that extends north along east side of new sewer. Existing tile is believed to cross alignment of new sewer.

B. Location and alignment of existing tile is unknown.

C. Field tile to be replaced with HDPE pipe as specified.

D. Unit price is for field tile replacement up to 18” diameter regardless of size of tile.

E. If there is an elevation conflict between new sewer and existing field tile promptly notify Engineer and City. Engineer will develop a plan to address the elevation conflict. If additional work is required to address conflict compensation for additional work will be at negotiated price.

12. PAYMENT

A. No separate payment will be made for work covered in this part of the specifications except as set forth below. Contract unit prices include all costs for each item of work.

B. Sanitary Sewer, Trenched, LF:

1. Unit price includes furnishing pipe, handling, laying, pipe bedding, materials, trench excavation, dewatering, connections between dissimilar pipes, connections to existing system; sheeting, shoring and bracing, backfilling, testing and miscellaneous associated work.

2. Length will be measured along centerline of pipe with no deduction for manholes.

C. Manhole, EA: Unit price includes furnishing, installing, excavating, concrete, frame and cover, steps, connections of or to existing sewers, backfill and miscellaneous associated work for manholes.

D. Connection to Existing Manhole, EA: Unit price includes all labor, material and equipment to connect new 15” sanitary sewer to existing manhole meeting requirements of the WRA.

E. Field Tile, LF: Unit price includes all labor, material and equipment to replace field tile excavated during construction. Unit price includes all field tile replacement with diameter 12” or smaller.

PART 5 - SEWER PIPE BEDDING REQUIREMENTS

INDEX

1. TYPE OF SEWER PIPE BEDDING 2. PAYMENT

1. TYPE OF SEWER PIPE BEDDING

A. Type of bedding shown on table herein; conform to following classes of bedding and load factors.

Type of Bedding	Class of Bedding	Load Factor
I	C	1.5
II	B	1.9
III	A	2.2
IV	A	2.4
V	A	2.8
VI	A	3.4
VII	A	4.8

B. Definition of terms:

1. Width of trench at top of pipe - Trench Width, Bd.
2. Polyvinylchloride pipe, AWWA C900 and AWWA C905 - pvc.
3. Lined reinforced concrete pipe, ASTM C76, Class IV - LRCP.
4. Reinforced concrete pipe, ASTM C76, Class IV - RCP.
5. Reinforced concrete arch pipe, ASTM C506, Class A-III - RCAP.
6. Ductile iron pipe, ANSI 21.51 - DI.
7. Truss pipe, ASTM D2680 - TP.
8. Corrugated metal pipe, AASHTO M36- CMP.

C. Bedding for iron gravity sewer in open cut: Granular Type 1.

D. Field drain lines: Granular Type I.

E. Bedding for CMP: Granular Type II.

F. Bedding for DI or pvc force main: AWWA C151, Type I; flat trench bottom with no granular material.

G. Bedding for truss pipe: lay pipe on 6" deep pipe bedding material; fill around pipe full width of trench to 12" over top of pipe with bedding material; compact all bedding material by vibration.

2. PAYMENT

A. No separate payment will be made for work covered under this part of the specifications. Include all costs in applicable unit prices for items to which work pertains.

APPENDIX 1

SUDAS TYPE SW-301 MANHOLE

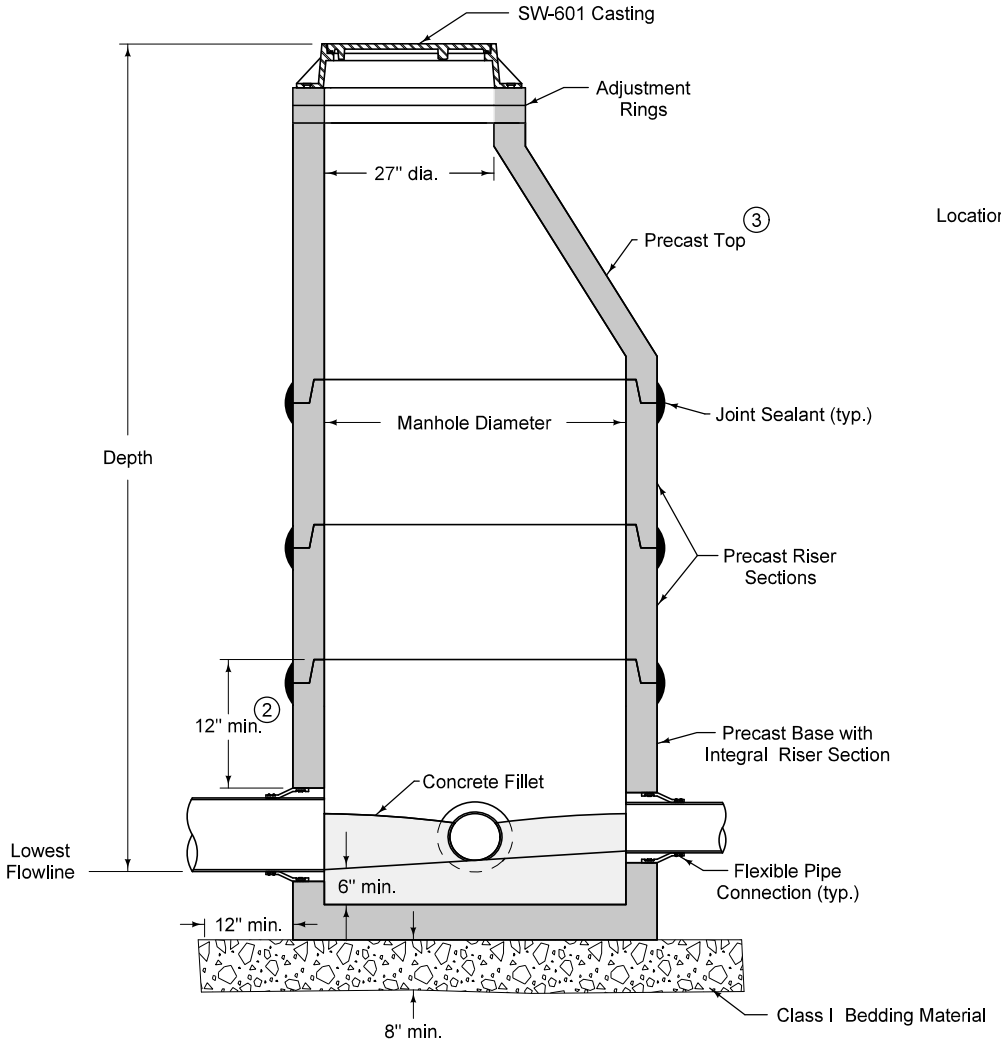
If manhole depth exceeds 20 feet, install steps.

Install infiltration barrier.

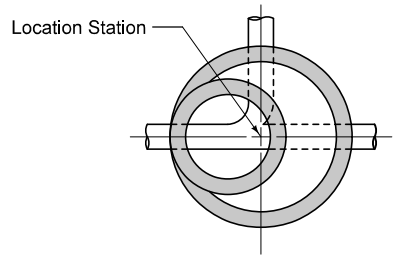
(1) For additional configurations, maintain a minimum of 12 inches of concrete between vertical edges of pipe openings.

(2) 12 inch minimum riser height above all pipe openings.

(3) When specified, provide an eccentric flat top In Lieu of eccentric cone section.



TYPICAL SECTION



PLAN

Manhole Diameter (inches)	Maximum Pipe Diameter (1) (inches) for 2 Pipes	
	At 180° Separation	At 90° Separation
48	24	18
60	36	24
72	42	30
84	48	36
96	60	42

SUDAS | IOWADOT | REVISION 5 10-18-22

FIGURE 6010.301 | STANDARD ROAD PLAN | SW-301 SHEET 1 of 1

REVISIONS: Added circle note 3.

Paul D. Wigand, SUDAS DIRECTOR | Stuart Nicholson, DESIGN METHODS ENGINEER

CIRCULAR SANITARY SEWER MANHOLE

FIGURE 6010.301 SHEET 1 OF 1

APPENDIX 2

WRA REQUIREMENTS FOR CONNECTION TO MANHOLE

POLICY FOR CONNECTIONS TO THE WRA CONVEYANCE SYSTEM

Section I – Design Review of Connection to WRA Sewer

1. Des Moines Metropolitan Wastewater Reclamation Authority (WRA) conveyance system is comprised of large interceptor sewers that serve to collect wastewater from WRA through Participating Communities connection of collector sewers to the WRA interceptor sewers. This WRA Policy for Connections to the WRA Conveyance System applies to all connections of collective sewers to the WRA interceptor sewers. Individual connections to WRA interceptor sewers are discouraged and generally not permitted and require written authorization from the WRA Director and the Participating Community. If such connection receives such written authorization, said connection is subject to such additional requirements as determined by the WRA Director. The WRA shall review and approve plans which show the elevation and location of every proposed connection to a WRA interceptor sewer prior to issuance of plans for construction. No new connections will be allowed to the WRA conveyance system until the WRA has reviewed and approved the connection in writing.
2. Preliminary plans for new connections should be sent electronically to Aaron Johnson with the WRA (amjohnson@dmgov.org).
    a. Plans should be sent to the WRA by the community representative where the new service area is being constructed so the WRA can coordinate the connection requirements with the community representative.
    b. Plans received from a consulting engineer will not be reviewed but will be returned with instructions to route the request through the appropriate community representative.
    c. Plans will be reviewed by WRA and project-specific requirements for the connection will be sent to the requesting community representative.
    d. All design and construction of connections to WRA interceptor sewers shall be in accordance with current SUDAS requirements except where modified herein.
    e. Plans should not be issued for construction until requirements have been finalized.
    f. Failure to include WRA requirements for a connection does not relieve that associated community nor its contractor of fulfilling the connection requirements.
    g. Costs for fulfilling requirements for connection to WRA interceptor sewer will be a project cost incurred by the connecting community.

Section II – Construction of Connection to WRA Sewer

1. Contractor shall contact the WRA in writing via email at three different times during construction of the new connection.
    a. The first contact shall be made in writing via email at least 72 hours prior to any excavation within the WRA easement area to allow the WRA and the contractor to coordinate the inspection procedure.
    b. The second contact shall be made in writing via email after excavating around the WRA manhole and at least 24 hours prior to making any modifications or physical connections to the WRA pipe or manhole to allow the WRA to field verify the existing conditions and to determine whether modifications need to be made to connection requirements.
    c. The final contact shall be made in writing via email at least 24 hours prior to backfilling the new connection to allow the WRA to inspect the work. If the new collector sewer connection is backfilled prior to final inspection and approval by the WRA, the

contractor will be required to re-expose the entire connection to allow for WRA inspection and approval. Any connections not inspected and approved (including final restoration and grading) by WRA will be temporarily plugged until final inspection and approval. No portions of this requirement will be waived. Photo documentation and/or inspection by agency other than WRA will not be considered to constitute final inspection.

d. Notification periods do not include weekends; any notifications received after 4:00 pm will be considered to have been received at 7:00 a.m. the following day.
e. Notification shall be made in writing via email to the following email address: amjohnson@dmgov.org
f. Notification shall include, at a minimum, the contractor's name and contact information (including office number, cell phone number and email address), name of the project and project location.
g. It shall be the responsibility of the community to obtain the necessary property interests for construction of the connection to the WRA conveyance system.

2. All design and construction of connections to the WRA conveyance system shall be in accordance with current SUDAS requirements except where modified herein.

3. When excavating for connection to the WRA manhole, the contractor shall excavate evenly around the existing WRA manhole to prevent unbalanced soil loading around the manhole. In the case of any movement of the WRA manhole during the installation of the connection, the contractor will be responsible for removing and reinstalling the WRA manhole to its true upright position.

4. Any damage to the WRA interceptor sewer, manhole, and any other WRA improvements during excavation will be repaired at the contractor's expense. If the Contractor fails to repair the WRA interceptor sewer, manhole and other WRA improvements; it shall be the Community's responsibility to secure the repair as required by the WRA.

5. Any new manhole or manhole section installed on a WRA interceptor sewer shall be lined or coated in a manner consistent with adjacent manholes on the same WRA interceptor sewer. Coating or lining installation and material is subject to approval by WRA.

6. If a new "doghouse" manhole is installed, the following requirements apply:
    a. The new manhole must be 48" with a cone section at the top – no reducers allowed below the top cone section.
    b. Manhole must have a reinforced concrete base poured under the pipe for support and seal. All portions of the new manhole must be sealed around the existing pipe and manhole base using a WRA approved seal or mastic strip at all interfaces followed by tightly packing non-shrink grout at all interfaces on the inside and outside of the manhole.
    c. WRA pipe inside of new manhole must have top half cut out. Pipe cut must extend to within 2" of the interior manhole wall at each end of the pipe.

d. Manhole must have a concrete bench poured around the bottom half of the pipe and be finished even with the top of the remaining pipe section.
e. The new manhole shall be core-drilled in the field to facilitate the connection of the collector sewer.
f. Collector sewer shall be constructed so it is perpendicular to the manhole surface at the point of connection.
g. The collector sewer shall consist of a minimum of 15 LF of ductile iron pipe extending outward from the inside face of the manhole. Ductile iron pipe shall be poly-wrapped prior to backfilling.
h. Granular bedding material shall be placed and compacted under the new incoming collector sewer.
i. The new collector sewer shall be sealed at the manhole wall using a GPT Industries Link-Seal with stainless steel hardware. Link Seal tightening must be performed in accordance with manufacturers recommendations (no tightening with power tools). Link seal tightening bolt heads must face the inside of the manhole for future adjustments.
j. If the WRA interceptor sewer is ductile iron, an external protective wrap shall be placed on both sides of the manhole over the ductile iron pipe. The new wrap must overlap the existing wrap by 2 feet and must also encompass the manhole/pipe interface to prevent corrosion. All wrap must be sealed off with pipe wrap tape. The WRA must approve pipe wrapping prior to backfilling the manhole.

7. If a collector sewer connection is made to an existing WRA manhole, the following requirements apply:
    a. When connecting to the horizontal pipe section of a T-Base manhole, the new collector sewer connection shall be made so that the center of the diameter of the collector sewer is at mid-pipe of the horizontal pipe section of the WRA T-Base manhole.
    b. The collector sewer penetration shall be core-drilled in the field to facilitate the connection of the new collector sewer.
    c. New collector sewer shall be constructed so it is perpendicular to the manhole surface at the point of connection.
    d. The collector sewer shall consist of a minimum of 15 LF of ductile iron pipe extending outward from the inside face of the manhole. Ductile iron pipe shall be poly-wrapped prior to backfilling.
    e. Granular bedding material shall be placed and compacted under the new incoming collector sewer.
    f. The new collector sewer shall be sealed at the manhole wall using a GPT Industries Link-Seal with stainless steel hardware. Link Seal tightening must be performed in accordance with manufacturers recommendations (no tightening with power tools). Link seal tightening bolt heads must face the inside of the manhole for future adjustments.

8. The new collector sewer shall not protrude more than 2” beyond the inside face of the manhole.

9. If the WRA interceptor sewer line or and/or manhole is lined with a T-Lok liner, the contractor shall cut out a small circular section of the plastic T-Lok liner on the inside of the WRA manhole. The diameter of the section of T-Lok liner removed shall be the same as the diameter of the concrete core removed from the WRA manhole. Once the collector sewer is inserted, the contractor shall be responsible for properly repairing the T-Lok liner. The T-Lok liner must be repaired by a certified T-Lok welder; the contractor may contact the WRA to obtain a list of contractors who are certified to repair the T-Lok.

10. If the existing manhole has been spray-lined or substitution from T-Lok is needed, any area of newly exposed concrete must be spray lined with a Zebron spray-on lining material.

11. The new collector sewer connection shall be installed so the invert of the new collector sewer is within 2 vertical feet of the invert of the WRA pipe.

12. If the incoming collector sewer invert elevation exceeds the 2 vertical feet maximum, the standard detail found in the 2016 edition of SUDAS for a drop connection shall be used (Figure 6010.307 SW-307). Adjustments may be made to this requirement if the normal flow in the WRA pipe is above the planned invert of the collector sewer connection.
13. Any connection to a WRA manhole which currently has the casting buried will require that the manhole be raised to the surface in accordance with sections 14 – 17 below.

14. Any manhole with a new connection will require that the manhole casting and frame be replaced, regardless of current condition.
    a. The top of the new manhole casting must be 4” above finished surrounding grade unless special conditions exist (subject to WRA approval). In no circumstance will the new manhole casting be allowed to be buried.
    b. The new manhole casting and frame must be a Composite Access Products (CAP) or East Jordan GMI composite casting with two locking tabs. The tool for the locking tabs must be provided to the WRA. The word “SEWER” shall be stamped on the top of the manhole cover. Contact Brett Warga at 402-575-8988 for information on Composite Access Products for composite casting and frame. Model shall include stiff paddle lock and penta-head locking bolt.
    c. For any connections within the roadway, the new manhole castings shall follow SUDAS SW-601 type "D" 3-piece casting. Stainless steel anchor hardware with min. 4" embedments to the manhole lid. Include stainless steel hardware for the bolt down lids with anti-sieze on the bolts. All 3-piece castings shall use utilize an internal chimney seal to be installed after the casting adjusting bolts have been removed after concrete placement.
    d. The manhole casting must be fastened through to the cone section using stainless steel all-thread rods which are embedded and epoxied into the top of the cone section. Minimum embedment depth is 4”. Hilti 250 epoxy to be used.
    e. Maximum of 18” of adjusting rings allowed and nor more than three adjusting rings allowed. Pro Ring adjustment rings are to be used and installed according to the manufacturer’s recommendations.
    f. Manhole casting and any adjusting rings to be sealed using Ramneck or similar watertight sealant acceptable to the WRA.
    g. If adjusting rings are used, an internal chimney seal must be installed. This is not necessary when Pro Ring specific adjustment rings are used.
    h. New cone section positioned towards the upstream flow if possible. New sections should not have ladders.
    i. Section 10 should be followed for any manhole adjustments including barrels or cone sections.
15. Area around manhole shall be graded so water does not pond around the manhole casting.

16. Any disturbed areas around the WRA manhole must be restored to a smooth and level condition and be re-seeded.

17. The connecting community is responsible for coordinating and obtaining any required amended easement with property owners to allow raising of manholes in agricultural areas. The Connecting community shall contact the WRA in writing as to the need to raise the manhole in

agricultural areas during the preliminary plans notification in Section I, Paragraph 2 herein.

CITY OF BONDURANT
SOUTHEAST TRUNK SEWER
ENGINEER'S ESTIMATE OF COST

12/1/2025

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	Sanitary Sewer -Trenched, 15"	LF	2483	$155	$384,865
2	Manhole Type SW-301, 48" Diameter	EA	7	$8,000	$56,000
3	Connection to Existing Manhole	LS	1	$5,000	$5,000
4	Field Tile Replacment - Up to 12"	LF	200	$40	$8,000
5	Rip-Rap	TON	140	$60	$8,400
6	Seeding - SUDAS Type 2	ACRE	3	$2,000	$6,000
7	Construction Staking	LS	1	$7,500	$7,500
8	Trench Compaction Testing	LS	1	$8,000	$8,000
9	Erosion Control	LS	1	$15,000	$15,000
10	Traffic Control	LS	1	$2,500	$2,500
		ESTIMATED CONSTRUCTION COST			$501,265

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR CONSTRUCTION OF THE SOUTHEAST TRUNK SEWER FOR THE CITY OF BONDURANT, IOWA

At 6:00 P.M. on the 20th of January, 2026, the City Council of the City of Bondurant, Iowa will, in the Council Chambers at the City Hall, 200 2nd Street NE, Bondurant, Iowa, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the East Trunk Sewer project.

The description of the project is as follows:

SOUTHEAST TRUNK SEWER

Construct Southeast Trunk Sewer including all labor, materials and equipment necessary for approximately 2,483 linear feet of 15-inch sanitary sewer installed in open cut, connections to existing manhole, manholes, surface restoration and miscellaneous associated work, including cleanup. The project is located south of 32nd Street SE west of Pleasant Street SE in Bondurant, Iowa.

At said hearing, the City Council will consider the plans, specifications, proposed form of contract, and total estimated cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will receive and consider objections to said plans, specifications, estimate of cost and form of contract made by any interested party.

This notice is given by order of the City Council of the City of Bondurant, Iowa.

CITY OF BONDURANT, IOWA

By: Doug Elrod, Mayor

ATTEST:

Shelby Hagan, City Clerk

NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF SOUTHEAST TRUNK SEWER FOR THE CITY OF BONDURANT, IOWA.

Sealed proposals will be received by the City Clerk of the City of Bondurant, Iowa, at City Hall, 200 2nd Street NE, Bondurant, Iowa before 11:00 A.M. on the 13th day of January, 2026, for the construction of the East Trunk Sewer project as described in the plans and specifications therefore, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced by the City Clerk at the time, date and place specified above.

The location of the work to be done and the kinds and sizes of material proposed to be used are as follows:

SOUTHEAST TRUNK SEWER

Construct Southeast Trunk Sewer including all labor, materials and equipment necessary for approximately 2,483 linear feet of 15-inch sanitary sewer installed in open cut, connections to existing manhole, manholes, surface restoration and miscellaneous associated work, including cleanup. The project is located south of 32nd Street west of Pleasant Street in Bondurant, Iowa.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Bondurant, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for receiving bids. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to ten percent (10%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of ten percent (10%) of the bid.

The bid security should be made payable to THE CITY OF BONDURANT, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form found in the specifications.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The Council reserves the right to reject any or all bids and to waive informalities or technicalities in any bid.

The Council reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the deadline for submission of bids.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City Council.

The work shall commence within ten (10) days after written Notice to Proceed and shall be completed by July 1, 2026.

Liquidated damages in the amount of Three Hundred Dollars ($300.00) per calendar day may be assessed for each day the project is not completed.

A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

Payment of the cost of said project will be made from any one or a combination of the following sources at the sole discretion of the City Council: (1) cash derived from the proceeds of the issuance and sale of General Obligation Bonds or Sewer Revenue Bonds of said City; (2) cash from such general funds of said City as may be legally used for such purpose; or (3) cash from the sewer utility.

At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner, as will establish the Owner's title to the material and equipment. The Engineer will, within fifteen (15) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the Board of Trustees, for examination by bidders. Copies may be obtained from Greenwood Consulting LLC, 4139 Greenwood Drive, Des Moines, Iowa 50312 at info@greenwoodconsultingia.com.

This notice is given by order of the Council of the City of Bondurant, Iowa.

CITY OF BONDURANT, IOWA

By: Doug Elrod, Mayor

ATTEST:

Shelby Hagan, City Clerk

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.f.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving perpetual and temporary easement document for the SE Trunk Sewer Project

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS:

The attached resolution approves a perpetual easement and a temporary construction easement needed for the SE Trunk Sewer Project.

In May 2025, the Bondurant City Council hired Greenwood Consulting to design the SE Trunk Sewer Project. The Building Bondurant Comprehensive Plan identifies the area along Interstate 80, east of Mud Creek, as a potential location for future industrial development. Sanitary sewer service is not currently available to support development in this area.

Greenwood Consulting has designed a new trunk sanitary sewer that will run along the north side of Interstate 80, beginning at the existing WRA Mud Interceptor and extending east to the west side of Pleasant Street SE. Extending sewer service to this area is consistent with the Building Bondurant Comprehensive Plan, including Policies 9B and 9D and Action Item 26A, and aligns with recommendations in the City's Sanitary Sewer Master Plan.

The easement document included with this resolution provides the City with the necessary access to install and maintain the new sewer line, as well as temporary access needed during construction. Approval of these easements is a key step in moving the SE Trunk Sewer Project forward toward construction.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 251215-356
2. GHOLDS Sewer Easement

CITY OF BONDURANT
RESOLUTION NO. 251215-356

RESOLUTION ACCEPTING PERPETUAL EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT DOCUMENT FOR THE SE TRUNK SEWER PROJECT

WHEREAS the City of Bondurant adopted the Sanitary Sewer Master Plan in 2023 to guide long-range sanitary sewer infrastructure planning, including identification of trunk sewer, force main, and lift station improvements necessary to serve projected growth areas; AND

WHEREAS the City anticipates future industrial development in portions of Area A of the Sanitary Sewer Master Plan, located along Mud Creek north of Interstate 80; AND

WHEREAS sanitary sewer service is not currently available to this area; AND

WHEREAS the City hired Greenwood Consulting in May 2025 to design a trunk sanitary sewer along the north side of Interstate 80, extending from the existing WRA Mud Creek Interceptor easterly to the west side of Pleasant Street SE; AND

WHEREAS Greenwood Consulting has prepared the attached Perpetual Easement and Temporary Construction Easement document necessary for the SE Trunk Sewer Project; AND

WHEREAS the property owner of Parcel 7922-07-200-001 has executed the Perpetual Easement and Temporary Construction Easement document; AND

WHEREAS, due to the anticipated construction timeline for the SE Trunk Sewer Project, the City acknowledges that crop loss may occur on the affected property and therefore agrees to reimburse the property owner for documented crop loss in an amount not to exceed $3,500.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the Perpetual Easement and Temporary Construction Easement for the SE Trunk Sewer Project are hereby accepted; that the City agrees to reimburse the property owner for documented crop loss in an amount not to exceed $3,500; and that the Mayor is authorized to execute all necessary documents on behalf of the City.

Passed this 15th 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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Prepared by: City of Bondurant, 200 2nd Street NE, Bondurant, Iowa 50035
Return to: City of Bondurant, 200 2nd Street NE, Bondurant, Iowa 50035 (515) 967-2418

PERPETUAL SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENT that we, the undersigned property owner GHOLDS, LLC, and Iowa limited liability company, (hereinafter called "Grantor"), in consideration of $1.00 in hand paid by the CITY OF BONDURANT, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Bondurant, Iowa a municipal corporation, in the County of Polk, State of Iowa, an easement under, through and across the following described real estate:

A part of the Northeast Quarter (NE 1/4) of Section 7 Township 79 North, Range 22 West of the 5th Principal Meridian, all being in and forming a part of the City of Bondurant, Polk County Iowa.

Perpetual Easement

COMMENCING at the North Quarter corner of said Section 7 South 00°00'22" East, a distance of 918.80 feet along the West line of the said Northeast Quarter; THENCE along a curve, with an arc length of 246.55 feet, a radius of 11,610.00 feet, a delta angle of 1°13'00" a chord bearing North 76°21'32" East, a chord distance of 246.55 feet, and a tangent of 123.28 feet along the North line of the Interstate 80 right of way as presently established; THENCE North 09°50'56" West, a distance of 24.72 feet to the POINT OF BEGINNING;

THENCE North 09°50'56" West, a distance of 30.00 feet; THENCE North 76°12'17" East, a distance of 350.11 feet; THENCE North 80°34'49" East, a distance of 450.45 feet; THENCE North 74°02'21" East, a distance of 469.17 feet; THENCE North 77°57'05" East, a distance of 1,115.31 feet to a point on the Northeasterly line of the said Interstate 80 right of way; THENCE South 05°58'37 West, a distance of 47.32 feet along the said Northeasterly line to a point on the North line of said right of way; THENCE South 77°57'05" West, a distance of 1,100.16 feet along the said North line; THENCE South 70°23'51" West, a distance of 302.63 feet along the said North line; THENCE South 80°34'29" West, a distance of 621.27 feet along the said North line; THENCE North 09°25'42" West, a distance of 14.96 feet; THENCE South 76°12'58" West, a distance of 349.89 feet to the POINT OF BEGINNING.

Containing 106,268 square feet, more or less.

Temporary Easement

COMMENCING at the North Quarter corner of said Section 7 South 00°00'22" East, a distance of 918.80 feet along the West line of the said Northeast Quarter; THENCE along a curve, with an arc length of 200.32 feet, a radius of 11,610.00 feet, a delta angle of 0°59'19" a chord bearing North 76°14'51" East, a chord distance of 200.31 feet, and a tangent of 100.16 feet along the

North line of the Interstate 80 right of way as presently established to the POINT OF BEGINNING. THENCE North 12°41'32” West, a distance of 89.98 feet; THENCE North 77°18'28” East, a distance of 50.68 feet; THENCE North 76°11'28” East, a distance of 350.38 feet; THENCE North 09°25'26” West, a distance of 19.85 feet;

THENCE North 80°34'26" East, a distance of 450.45 feet; THENCE North 73°59'42" East, a distance of 464.80 feet; THENCE North 77°57'05" East, a distance of 1,135.08 feet to a point on the Northeasterly line of said right of way; THENCE South 05°52'37" West, a distance of 57.84 feet along the said Northeasterly line; THENCE South 77°57'05" West, a distance of 1,115.31 feet; THENCE South 74°02'21" West, a distance of 469.17 feet; THENCE South 80°34'49" West, a distance of 450.45 feet; THENCE South 76°12'17" West, a distance of 350.11 feet; THENCE South 09°50'56" East, a distance of 30.00 feet; THENCE South 76°12'58" West, a distance of 349.89 feet; THENCE South 09°25'31" East, a distance of 14.96 feet to the North line of said Right of Way; THENCE South 80°34'29" West, a distance of 29.31 feet along the said North line; THENCE South 73°14'36" West, a distance of 252.53 feet along the said North line; THENCE along a curve, with an arc length of 115.18 feet, a radius of 11,610.00 feet, a delta angle of 0°34'06”, a chord bearing South 77°01'34” West, a chord length of 115.18 feet, and a tangent of 57.59 feet along the said North line to the POINT OF BEGINNING.

Containing 135,820 square feet, more or less.

That said easement is granted unto the City of Bondurant, Iowa for the purpose of the construction, installation and maintenance of the following described public improvement:

Sanitary Sewer

In connection herewith it is specifically agreed that by this easement, the City of Bondurant shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repairs, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The temporary construction easement shall terminate on July 15, 2026 but can be extended by mutual agreement.

That said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

It is further agreed that no permanent improvement shall be built or placed upon the above described easement, and that is such improvements are build or constructed, in violation of this easement, the City of Bondurant shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance or repair of the aforesaid improvements.

That the grantors do hereby covenant with said grantee, and successors in interest, that said grantors hold said real estate by title and see simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be herein above stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words phrases herein including acknowledgement hereof shall be construed as in the singular or plural number, as masculine or feminine gender, according to the context.

Signed this _____ day of _____, 20_____.

GHOLDS, LLC
an Iowa Limited Liability company

By:_____
Timothy J. George, Member

STATE OF IOWA :
: ss.
COUNTY OF POLK :

On the _____ day of _____, 2025 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Timothy J. George, who, being by me duly sworn did state that he in the Manager of GHOLDS, LLC, a manager-managed Iowa limited liability company; that the foregoing instrument was signed on behalf of the company, and that we, as the manager, acknowledged the execution of the instrument to be the voluntary act and deed of the company.

_____
Notary Public in and for the State of Iowa

Signed this _____ day of _____, 20_____.

ACCEPTANCE BY CITY

STATE OF IOWA :
: ss.
COUNTY OF POLK :

I, Shelby Hagan, City Clerk of the City of Bondurant, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Bondurant by Resolution No _____ passed on the _____ day of _____, 20_____ and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 20_____.

By:_____
City Clerk of Bondurant, Iowa

PREPARED BY: PELDS DESIGN SERVICES. - 2323 DIXON STREET, DES MOINES, IOWA 50316 - PH. (515)265-8196

EASEMENT EXHIBIT

(SANITARY SEWER EASEMENT P1)

LEGAL DESCRIPTION:

A part of the Northeast Quarter (NE 1/4) of Section 7 Township 79 North, Range 22 West of the 5th Principal Meridian, all being in and forming a part of the City of Bondurant, Polk County Iowa, is more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 7 South 00°00'22" East, a distance of 918.80 feet along the West line of the said Northeast Quarter; THENCE along a curve, with an arc length of 246.55 feet, a radius of 11,610.00 feet, a delta angle of 1°13'00" a chord bearing North 76°21'32" East, a chord distance of 246.55 feet, and a tangent of 123.28 feet along the North line of the Interstate 80 right of way as presently established; THENCE North 09°50'56" West, a distance of 24.72 feet to the POINT OF BEGINNING;

THENCE North 09°50'56" West, a distance of 30.00 feet; THENCE North 76°12'17" East, a distance of 350.11 feet; THENCE North 80°34'49" East, a distance of 450.45 feet; THENCE North 74°02'21" East, a distance of 469.17 feet; THENCE North 77°57'05" East, a distance of 1,115.31 feet to a point on the Northeasterly line of the said Interstate 80 right of way; THENCE South 05°58'37 West, a distance of 47.32 feet along the said Northeasterly line to a point on the North line of said right of way; THENCE South 77°57'05" West, a distance of 1,100.16 feet along the said North line; THENCE South 70°23'51" West, a distance of 302.63 feet along the said North line; THENCE South 80°34'29" West, a distance of 621.27 feet along the said North line; THENCE North 09°25'42" West, a distance of 14.96 feet; THENCE South 76°12'58" West, a distance of 349.89 feet to the POINT OF BEGINNING.

Containing 106,268 square feet, more or less.

SYMBOLS LEGEND

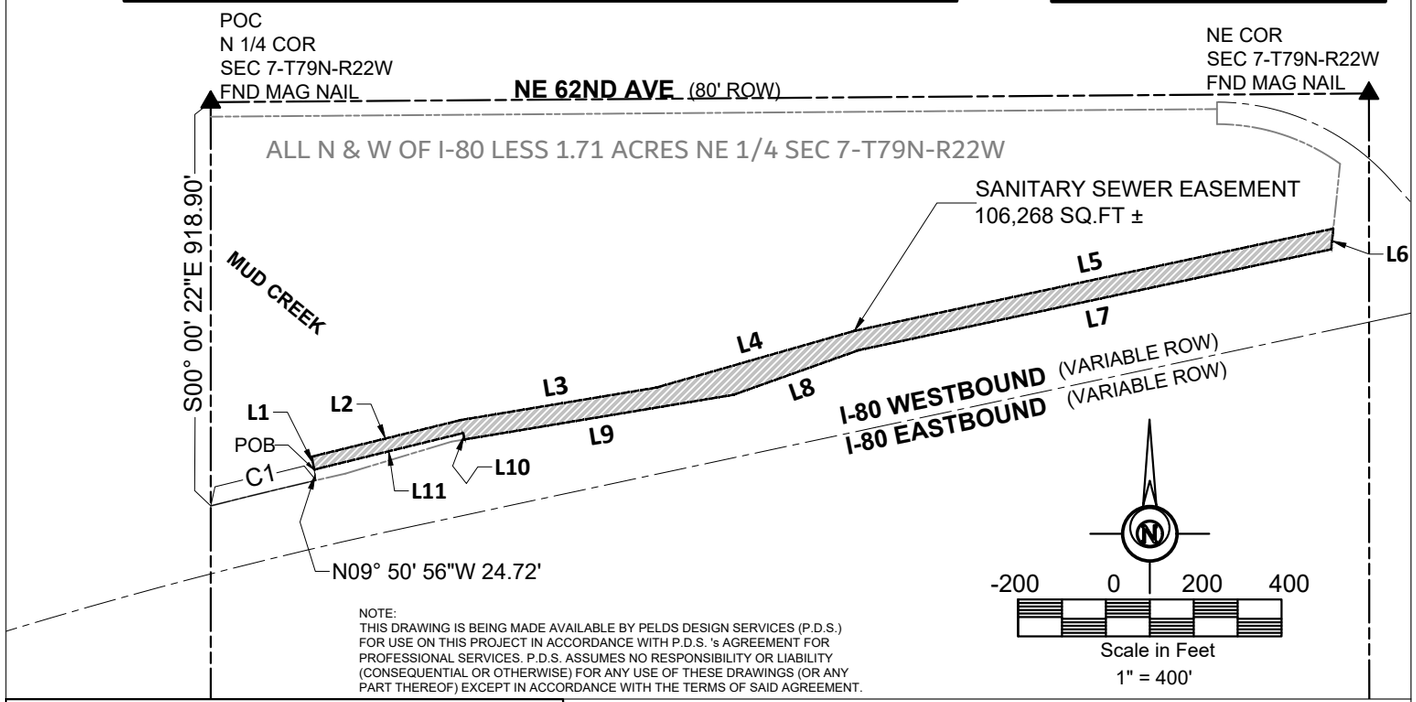
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
±	MORE OR LESS
▲	FOUND SECTION CORNER

Line Table

Line #	Direction	Length
L1	N09° 50' 56"W	30.00'
L2	N76° 12' 17"E	350.11'
L3	N80° 34' 49"E	450.45'
L4	N74° 02' 21"E	469.17'
L5	N77° 57' 05"E	1115.31'
L6	S05° 58' 37"W	47.32'
L7	S77° 57' 05"W	1100.16'
L8	S70° 23' 51"W	302.63'
L9	S80° 34' 29"W	621.27'
L10	N09° 25' 42"W	14.96'
L11	S76° 12' 58"W	349.89'

Curve Table

Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	246.55'	11610.00'	1°13'00"	N76° 21' 42"E	246.55'	123.28'



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

PELDS DESIGN SERVICES
Architecture | Engineering | Surveying
2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

EASEMENT EXHIBIT FOR SOUTHEAST TRUNK SEWER
BONDURANT, IOWA

COPYRIGHT DATE:	DRAWN BY:	SCALE:	LATEST REVISION:	DRAWING NO:
	A.BRADFIELD	1" = 400'	11.19.2025	25-071

FILE PATH: J:\2025 PROJECTS\25-071 BONDURANT SANITARY VEENSTRA\ENGINEERING\SHEET SET\EASEMENTS\EASEMENT PERM OBE.DWG

PREPARED BY: PELDS DESIGN SERVICES. - 2323 DIXON STREET, DES MOINES, IOWA 50316 - PH. (515)265-8196

EASEMENT EXHIBIT

(CONSTRUCTION EASEMENT T1)

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

LEGAL DESCRIPTION:

A part of the Northeast Quarter (NE 1/4) of Section 7 Township 79 North, Range 22 West of the 5th Principal Meridian, all being in and forming a part of the City of Bondurant, Polk County Iowa, is more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 7 South 00°00'22" East, a distance of 918.80 feet along the West line of the said Northeast Quarter; THENCE along a curve, with an arc length of 200.32 feet, a radius of 11,610.00 feet, a delta angle of 0°59'19" a chord bearing North 76°14'51" East, a chord distance of 200.31 feet, and a tangent of 100.16 feet along the North line of the Interstate 80 right of way as presently established to the POINT OF BEGINNING.

THENCE North 12°41'32" West, a distance of 89.98 feet; THENCE North 77°18'28" East, a distance of 50.68 feet; THENCE North 76°11'28" East, a distance of 350.38 feet; THENCE North 09°25'26" West, a distance of 19.85 feet; THENCE North 80°34'26" East, a distance of 450.45 feet; THENCE North 73°59'42" East, a distance of 464.80 feet; THENCE North 77°57'05" East, a distance of 1,135.08 feet to a point on the Northeasterly line of said right of way; THENCE South 05°52'37" West, a distance of 57.84 feet along the said Northeasterly line; THENCE South 77°57'05" West, a distance of 1,115.31 feet; THENCE South 74°02'21" West, a distance of 469.17 feet; THENCE South 80°34'49" West, a distance of 450.45 feet; THENCE South 76°12'17" West, a distance of 350.11 feet; THENCE South 09°50'56" East, a distance of 30.00 feet; THENCE South 76°12'58" West, a distance of 349.89 feet; THENCE South 09°25'31" East, a distance of 14.96 feet to the North line of said Right of Way; THENCE South 80°34'29" West, a distance of 29.31 feet along the said North line; THENCE South 73°14'36" West, a distance of 252.53 feet along the said North line; THENCE along a curve, with an arc length of 115.18 feet, a radius of 11,610.00 feet, a delta angle of 0°34'06", a chord bearing South 77°01'34" West, a chord length of 115.18 feet, and a tangent of 57.59 feet along the said North line to the POINT OF BEGINNING.

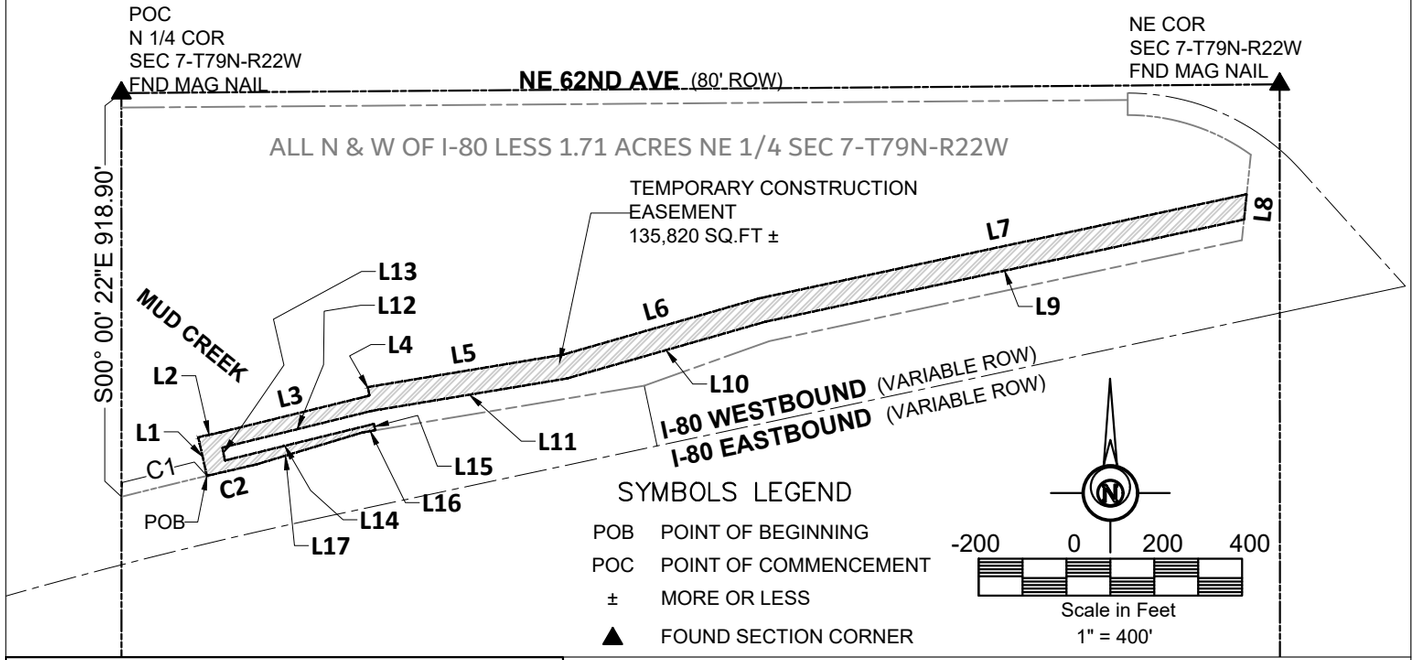
Containing 135,820 square feet, more or less.

Line Table

Line #	Direction	Length
L1	N12° 41' 32"W	89.98'
L2	N77° 18' 28"E	50.68'
L3	N76° 11' 28"E	350.38'
L4	N09° 25' 26"W	19.85'
L5	N80° 34' 26"E	450.45'
L6	N73° 59' 42"E	464.80'
L7	N77° 57' 05"E	1135.08'
L8	S05° 58' 37"W	57.84'
L9	S77° 57' 05"W	1115.31'
L10	S74° 02' 21"W	469.17'
L11	S80° 34' 49"W	450.45'
L12	S76° 12' 17"W	350.11'
L13	S09° 50' 56"E	30.00'
L14	S76° 12' 58"W	349.89'
L15	S09° 25' 31"E	14.96'
L16	S80° 34' 29"W	29.41'
L17	S73° 14' 36"W	252.53'

Curve Table

Curve #	Arc Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	200.32'	11610.00'	0°59'19"	N76° 14' 51"E	200.31'	100.16'
C2	115.18'	11610.00'	0°34'06"	S77° 01' 34"W	115.18'	57.59'



PELDS DESIGN SERVICES

Architecture | Engineering | Surveying

2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

EASEMENT EXHIBIT FOR SOUTHEAST TRUNK SEWER BONDURANT, IOWA

COPYRIGHT DATE:	DRAWN BY:	SCALE:	LATEST REVISION:	DRAWING NO:
	A.BRADFIELD	1" = 400'	11.19.2025	25-071

FILE PATH: J:\2025 PROJECTS\25-071 BONDURANT SANITARY VEENSTRA\ENGINEERING\SHEET SET\EASEMENTS\EASEMENT T3 OBE.DWG

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.g.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving appointments to the BRAVO Board for CY26

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: Bravo Greater Des Moines requires each participating municipality to appoint representatives to serve on the Bravo Board of Directors for the upcoming calendar year. Each city must designate both a Primary Board Representative and an Alternate Representative, who will participate in meetings, represent the community's interests, and support regional arts, culture, and tourism initiatives.

For Calendar Year 2026, Council Member Chad Driscoll has expressed willingness to serve as the Primary Representative, and Council Member Tara Cox has agreed to serve as the Alternate Representative. Both individuals have previously engaged in regional partnerships and are well positioned to represent Bondurant's interests on the Bravo Board.

Approval of this resolution will formally designate Bondurant's representatives for CY 2026.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-357

CITY OF BONDURANT
RESOLUTION NO. 251215-357

RESOLUTION APPROVING APPOINTMENTS TO THE BRAVO BOARD FOR CY 2026

WHEREAS, BRAVO of Greater Des Moines requests the City of Bondurant to appoint an elected official, member of city council, mayor or community member to serve on its Board of Directors for calendar year 2026; AND

WHEREAS the appointments must be a Primary Board Appointment and a Board Alternate Appointment; AND

WHEREAS Chad Driscoll has agreed to appointment as Primary Board Representative and Tara Cox have agreed to appointment as Board Alternate Representative,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the BRAVO Board are hereby approved as presented.

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.h.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving appointments to the Des Moines Convention and Visitors' Bureau Board of Directors

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The City of Bondurant is a participating member of the Des Moines Convention and Visitors Bureau (CVB), which plays a key role in promoting the Greater Des Moines region as a tourism, convention, and events destination. The CVB's ongoing efforts generate increased economic activity for member communities through visitor spending, regional branding, and partnership-driven marketing initiatives.

As part of its membership, the City is invited to appoint representatives to the CVB Board of Directors. These representatives attend quarterly meetings, provide input on regional tourism strategies, and ensure Bondurant's interests and opportunities are included in broader destination-marketing discussions.

For the upcoming calendar year, Council Member Chad Driscoll has agreed to serve as Bondurant's Primary Representative, with Council Member Tara Cox serving as the Alternate Representative. Both individuals have expressed interest in regional collaboration and are well-positioned to represent the City in this capacity.

Approval of this resolution will formally designate Bondurant's representatives to the CVB Board of Directors for Calendar Year 2026.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-358

CITY OF BONDURANT
RESOLUTION NO. 251215-358

RESOLUTION APPROVING APPOINTMENTS TO THE DES MOINES CONVENTION AND VISITORS' BUREAU BOARD OF DIRECTORS

WHEREAS the City is a member of the Des Moines Convention and Visitors Bureau (CVB); AND

WHEREAS the Des Moines CVB markets the region as a visitor destination increasing economic growth; AND

WHEREAS City representation is requested on the Board of Directors; AND

WHEREAS Chad Driscoll and Tara Cox have offered to represent Bondurant at the quarterly CVB Board of Director meetings,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Chad Driscoll and Tara Cox are named as primary and alternate representatives respectively to the Des Moines CVB Board of Directors for the 2026 calendar year.

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.i.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving City Council Meeting Dates for Calendar Year 2026

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS:

The Bondurant City Council traditionally meets on the first and third Monday of each month, as established by City Code. In certain years, these dates coincide with federally recognized holidays. When a scheduled meeting date falls on a holiday, City Code requires the meeting to be moved to the next business day.

For Calendar Year 2026, three regularly scheduled Monday meeting dates fall on holidays: Martin Luther King Jr. Day, Presidents Day, and Labor Day. In accordance with City Code, these meetings must be shifted to the following Tuesday.

The following adjustments are proposed for CY 2026:

Original Date	Reason	New Date
Monday, January 19	Martin Luther King Jr. Day	Tuesday, January 20
Monday, February 16	Presidents Day	Tuesday, February 17
Monday, September 7	Labor Day	Tuesday, September 8

Approval of this resolution will formally adopt the revised meeting schedule for the 2026 calendar year.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 251215-359

CITY OF BONDURANT
RESOLUTION NO. 251215-359

RESOLUTION APPROVING CITY COUNCIL MEETING DATES FOR CALENDAR YEAR 2026

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

WHEREAS meetings fall on holidays throughout CY 2026; AND

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

WHEREAS the following are the changes to the CY 2025 City Council Meeting dates:

Original Date	Reason	New Date
Monday, January 19	MLK Jr. Day	Tuesday, January 20
Monday, February 16	President's Day	Tuesday, February 17
Monday, September 7	Labor Day	Tuesday, September 8

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

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

CY2026 City Council Meeting Dates

Monday, January 5
Tuesday, January 20
Monday, February 2
Tuesday, February 17
Monday, March 2
Monday, March 16
Monday, April 6
Monday, April 20
Monday, May 4
Monday, May 18
Monday, June 1
Monday, June 15
Monday, July 6
Monday, July 20
Monday, August 3
Monday, August 17
Tuesday, September 8
Monday, September 14
Monday, October 5
Monday, October 19
Monday, November 2
Monday, November 16
Monday, December 7
Monday, December 21

CY2026 City Council Special Meeting Dates

Monday, March 30
Monday, June 29
Monday, August 31
Monday, November 30

CY2026 Planning & Zoning Commission Meeting Dates

Thursday, January 8
Thursday, February 12
Thursday, March 12
Thursday, April 9
Thursday, May14
Thursday, June 11
Thursday, July 9
Thursday, August 13
Thursday, September 10
Thursday, October 8
Thursday, November 12
Thursday, December 10

CY2026 Parks & Recreation Board Meeting Dates

Thursday, January 15
Thursday, February 19
Thursday, March 19
Thursday, April 16
Thursday, May 21
Thursday, June 18
Thursday, July 16
Thursday, August 20
Thursday, September 17
Thursday, October 15
Thursday, November 19
Thursday, December 17

CY2026 Board of Adjustment Meeting Dates

Tuesday, January 13
Tuesday, February 10
Tuesday, March 10
Tuesday, April 14
Tuesday, May 12
Tuesday, June 9
Tuesday, July 14
Tuesday, August 11
Tuesday, September 8
Tuesday, October 13
Tuesday, November 10
Tuesday, December 8

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.j.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution selecting persons to serve as Commissioner and Alternate for the Des Moines Regional Transit Authority (DART) for Calendar Year 2026

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The City of Bondurant is a participating member of the Des Moines Regional Transit Authority (DART) pursuant to the Substituted and Restated 28E Agreement. As long as the City remains a member, it is required to appoint a representative and an alternate to serve on the DART Commission for the upcoming calendar year.

On December 1, 2025, the City Council adopted A Resolution Providing Notice of the City of Bondurant's Intent to Withdraw from DART Effective July 1, 2027. Under the 28E Agreement, this notice must be submitted to DART by December 31, 2025, and withdrawal will formally occur at the end of FY27. Until that date, Bondurant remains a full DART member, continues to receive service, and retains its voting rights and representation on the DART Commission.

Accordingly, the City must still appoint a Commissioner and Alternate for Calendar Year 2026 to ensure Bondurant maintains active participation in regional transit governance during the transition period. These representatives will continue to advocate for Bondurant's interests, monitor system changes, and support planning related to the City's withdrawal and future transit needs.

For CY 2026, Council Member Matt Sillanpaa has agreed to serve as Bondurant's DART Commission Member, with Mayor Doug Elrod serving as the Alternate.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-360

CITY OF BONDURANT
RESOLUTION NO. 251215-360

RESOLUTION SELECTING PERSONS TO SERVE AS COMMISSIONER AND ALTERNATE FOR THE DES MOINES REGIONAL TRANSIT AUTHORITY (DART) FOR CALENDAR YEAR 2026

WHEREAS pursuant to the Substituted and Restated 28E Agreement for the Des Moines Regional Transit Authority, the Mayor and City Council for the City of Bondurant, Iowa have selected Council Member Matt Sillanpaa, as the DART Commission Member representing the City of Bondurant, Iowa a participating community of DART; and has selected Mayor Doug Elrod, as the Alternate for the Calendar Year 2026.

NOW, THEREFORE, BE IT RESOLVED by the City of Bondurant, Iowa that the appointment of the above-referenced representatives for the DART Commission is hereby approved.

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.k.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving Appointments to Des Moines Area MPO and Des Moines Area MPO's Transportation Technical Committee

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The Des Moines Area Metropolitan Planning Organization (MPO) serves as the regional transportation planning body responsible for coordinating federally funded transportation projects, long-range planning, transit coordination, and regional mobility initiatives. Member communities, including the City of Bondurant, are required under the MPO's 28E Agreement to designate official representatives to both the MPO Policy Committee and the Transportation Technical Committee (TTC).

These appointments ensure Bondurant maintains active participation in regional transportation decision-making, including the development of the Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), and project funding allocations. The Policy Committee includes elected and appointed officials who guide regional strategy, while the TTC is composed of professional staff who provide technical review and recommendations.

Each member jurisdiction must appoint a primary representative and alternate for both committees on an annual basis.

For Calendar Year 2026, Mayor Doug Elrod has agreed to serve as the City's Primary Representative to the MPO, with City Administrator Marketa Oliver serving as the Alternate Representative. For the Transportation Technical Committee, City Planner Isaac Pezley has agreed to serve as Primary Representative, with Planning & Community Development Director Maggie Murray serving as Alternate Representative.

These appointments ensure the City remains fully engaged in regional transportation planning activities and continues to advocate for Bondurant's mobility, safety, and infrastructure priorities.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-361

CITY OF BONDURANT
RESOLUTION NO. 251215-361

RESOLUTION APPROVING APPOINTMENTS TO DES MOINES AREA MPO AND DES MOINES AREA MPO'S TRANSPORTATION TECHNICAL COMMITTEE

WHEREAS the Des Moines Area Metropolitan Planning Organization (MPO) requests the City of Bondurant to appoint or reappoint its representatives to the DM Area MPO and MPO Transportation Technical Committee (TTC); AND

WHEREAS the City of Bondurant through the 28E Agreement, has one primary representative and one alternate representative on both the MPO and TTC; AND

WHEREAS Mayor Doug Elrod has agreed to an appointment as MPO Primary Representative, and City Administrator Oliver will serve as the MPO Alternate Representative; AND

WHEREAS, City Planner Isaac Pezley has agreed to an appointment as TTC Primary Representative and Planning & Community Development Director Maggie Murray has agreed to an appointment as TTC Alternate Representative,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the DM Area MPO and TTC for CY 2026, are hereby approved as presented.

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.l.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving appointments to the Polk County Joint E911 Service Board for Calendar Year 2026

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The Polk County Joint E911 Service Board oversees the coordination, funding, and delivery of emergency communications services throughout Polk County. Member jurisdictions, including the City of Bondurant, are required to designate representatives to participate in board activities, which include policy development, budget approvals, and systemwide planning for 911 operations.

Participation on this board ensures that Bondurant's public safety needs—particularly related to emergency dispatch, communications infrastructure, and interagency coordination—are represented in countywide decision-making. Each member community appoints a primary representative and an alternate on an annual basis.

For Calendar Year 2026, Fire Chief Aaron Kreuder has agreed to serve as the Primary Representative, given his direct operational involvement with emergency services. City Administrator Marketa Oliver has agreed to serve as the First Alternate Representative to provide administrative continuity and support.

These appointments ensure continued coordination between the City of Bondurant and the countywide emergency communications system.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-362

CITY OF BONDURANT
RESOLUTION NO. 251215-362

RESOLUTION APPROVING APPOINTMENTS TO THE POLK COUNTY JOINT E911 SERVICE BOARD FOR CALENDAR YEAR 2026

WHEREAS the Polk County E911 requests the City Council to appoint a representative and alternate to serve on the Service Board for calendar year 2026; AND

Whereas Chief Aaron Kreuder is appointed as the Primary Board Representative and City Administrator Marketa Oliver is appointed as the First Alternate Representative.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the E911 Service Board are hereby approved as presented.

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.m.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution appointing a Representative and alternates to Eastern Polk Innovation Collaboration (EPIC)

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The Eastern Polk Innovation Collaborative (EPIC) is a regional initiative focused on fostering collaboration among Eastern Polk County communities, school districts, and partner organizations to support economic development, workforce readiness, community advancement, and shared regional priorities. Member jurisdictions participate through appointed representatives who attend Board meetings, engage in strategic discussions, and help guide regional initiatives that benefit participating communities.

The City of Bondurant has historically appointed a representative to ensure that the community's interests and perspectives are included in EPIC's work. For Calendar Year 2026, Council Member Tara Cox has agreed to serve as the City's Primary Representative, providing continuity in leadership and engagement. Marketa Oliver, City Administrator and Tiffany Luing, Economic Development Coordinator, have agreed to serve as Alternate Representatives, ensuring Bondurant maintains consistent involvement and representation at EPIC meetings.

These appointments support ongoing regional collaboration and strengthen the City's role in initiatives that impact economic vitality and quality of life throughout Eastern Polk County.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-363

CITY OF BONDURANT
RESOLUTION NO. 251215-363

RESOLUTION APPOINTING A REPRESENTATIVE TO EASTERN POLK INNOVATION COLLABORATIVE (EPIC)

WHEREAS the Eastern Polk Innovation Collaborative (EPIC) requests the City of Bondurant to appoint or reappoint a representative to serve on the Board; AND,

WHEREAS the EPIC requests appointees to attend Board meetings; AND,

WHEREAS, City Council Member Tara Cox has agreed to represent the City of Bondurant through December 31, 2026, as the primary representative and Marketa Oliver, City Administrator and Tiffany Luing, Economic Development Coordinator as the alternates.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to EPIC, are hereby approved as presented.

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.n.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving appointments to the ICON Board for CY 2026

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The Iowa Confluence Water Trails (ICON) initiative is a regional effort aimed at enhancing recreation, conservation, and economic development opportunities along Central Iowa waterways. As a participating community, the City of Bondurant is asked each year to appoint representatives to the ICON Board of Directors to ensure municipal input, collaboration, and coordination on water trail planning and implementation activities.

Board representation includes both a Primary and Alternate appointment to ensure consistent participation in board meetings and decision-making. For Calendar Year 2026, Council Member Angela McKenzie has agreed to serve as the Primary Representative, and Council Member Matt Sillanpaa has agreed to serve as the Alternate Representative.

These appointments allow Bondurant to continue contributing to regional water trail development, public access improvements, and outdoor recreation initiatives that advance quality of life and support long-term regional connectivity.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-364

CITY OF BONDURANT
RESOLUTION NO. 251215-364

RESOLUTION APPROVING APPOINTMENTS TO THE ICON BOARD FOR CY 2026

WHEREAS, the Iowa Confluence Water Trails requests the City of Bondurant to appoint an elected official, member of city council or mayor to serve on its Board of Directors for calendar year 2026; AND

WHEREAS, the appointments should be a Primary Board Appointment and a Board Alternate Appointment; AND

WHEREAS, Angela McKenzie has agreed to appointment as Primary Board Representative and Matt Sillanpaa has agreed to appointment as Board Alternate Representative,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the ICON Board are hereby approved as presented.

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.o.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving appointments to the MWA Board for CY 2026

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The Metro Waste Authority (MWA) provides regional solid waste management services and environmental programs to member communities throughout Polk County and the metro area. As a member agency, the City of Bondurant is required annually to appoint representatives to the MWA Board of Directors to ensure active participation in governance, policy development, budgeting, and long-range planning for regional waste services.

MWA requests that each member community appoint both a Primary Representative and an Alternate Representative for the upcoming calendar year. For Calendar Year 2026, Council Member Tara Cox has agreed to serve as the Primary Representative, with Mayor Doug Elrod serving as the Alternate Representative.

These appointments ensure Bondurant continues to have a voice in regional decisions affecting waste disposal, recycling services, environmental stewardship, and long-term infrastructure planning.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-365

CITY OF BONDURANT
RESOLUTION NO. 251215-365

RESOLUTION APPROVING APPOINTMENTS TO THE MWA BOARD FOR CY 2026

WHEREAS the Metro Waste Authority requests the City of Bondurant to appoint an elected official, member of city council or mayor to serve on its Board of Directors for calendar year 2026; AND

WHEREAS the appointments must be a Primary Board Appointment and a Board Alternate Appointment; AND

WHEREAS Tara Cox has agreed to appointment as Primary Board Representative and Doug Elrod has agreed to appointment as Board Alternate Representative,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the MWA Board are hereby approved as presented.

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.p.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution designating the Official Newspapers of Record for 2026

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The City of Bondurant is required by law and City Code to publish certain official actions—including ordinances, public notices, hearings, and other proceedings—in a newspaper that meets statutory requirements for legal publication. These requirements include weekly publication and general circulation within the City.

Historically, the Herald-Index and the Des Moines Register have served as the City's official newspapers of record, both meeting the legal standards for timely public notice and broad community accessibility. Designating official newspapers annually ensures compliance with the Iowa Code and City Ordinances and supports transparent communication with residents.

For Calendar Year 2026, staff recommends continuing the designation of the Herald-Index and the Des Moines Register as the City's official newspapers of record.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-366

CITY OF BONDURANT
RESOLUTION NO. 251215-366

RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS OF RECORD FOR 2026

WHEREAS the City Clerk is required to publish all ordinances, enactments, proceedings, and official notices according to City Ordinance; and

WHEREAS a publication required by the Code of Ordinances or law must be published once a week and having general circulation in the City; AND

WHEREAS the *Herald-Index* and *Des Moines Register* meet the requirements of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that these newspapers are designated the Official Newspapers of Record for 2026.

Passed and adopted this 15th day of December 2025,

_____
Doug Eliod, 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.q.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution appointing a representative and alternate representative to the Polk County Emergency Management Commission

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: Iowa Code Chapter 29C requires each county to establish a local Emergency Management Commission composed of representatives from the County Board of Supervisors, the Sheriff, and each Mayor (or their appointed designee). This Commission is responsible for coordinating countywide emergency planning, preparedness, response, and recovery efforts, including training, administration, and multi-jurisdictional coordination in the event of a disaster.

The Polk County Emergency Management Commission meets monthly and serves as the primary liaison among local governments, ensuring consistent communication and operational readiness across jurisdictions. Each participating city must annually appoint a representative and alternate(s) to serve on the Commission and act as the City's point of contact for emergency management activities.

For Calendar Year 2026, Mayor Doug Elrod has agreed to serve as the City's Primary Representative, with City Administrator Marketa Oliver and Police Chief Aaron Kreuder serving as Alternate Representatives.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-367

CITY OF BONDURANT
RESOLUTION NO. 251215-367

RESOLUTION APPOINTING A REPRESENTATIVE AND ALTERNATIVE REPRESENTATIVE TO THE POLK COUNTY EMERGENCY MANAGEMENT COMMISSION

WHEREAS the County Board of Supervisors, City Councils and school district Boards of Education in each county shall cooperate with the Homeland Security and Emergency Management Division of the Department of Public Defense to establish a local emergency management commission (Commission) to carry out the provisions of Iowa Code Chapter 29C; AND

WHEREAS the Commission shall be composed of a member of the Board of Supervisors or an appointed representative, the Sheriff or the Sheriff's representative, and the Mayor or the Mayor's representative from each city within the county and members shall be the operations liaison officers between their respective jurisdiction and the Commission; AND

WHEREAS the Commission shall meet monthly to determine the mission of its agency and program and provide direction for the delivery of the emergency management services of planning, administration, coordination, training, and support for local governments and their departments and the Commission shall coordinate emergency services in the event of a disaster.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Polk County, Iowa, that Doug Elrod be appointed as the Polk County Emergency Management Commission Representative for calendar year 2026; AND

NOW THEREFORE, BE IT FURTHER RESOLVED, by the City Council of Bondurant, Polk County, Iowa, that City Administrator Oliver, and Chief Aaron Kreuder be appointed as the Alternative Representatives for calendar year 2026; AND

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Polk County, Iowa, that the Representative or Alternative Representative attends the monthly Commission meetings on behalf of the City of Bondurant, Polk County, Iowa.

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.r.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving appointments for City Legal Services for Calendar Year 2026

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: Each year, the City Council approves appointments for professional service providers that support the City's legal, regulatory, and technical operational needs. The City Attorney plays an essential roles in land use matters, contract development, infrastructure planning, project design, and compliance with state and federal regulations.

For Calendar Year 2026, staff recommends renewal of the City's existing legal service provider—Brick Gentry Law Firm as City Attorney—through December 31, 2026.

The 2026 appointment ensures continuity of legal support.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-368

CITY OF BONDURANT
RESOLUTION NO. 251215-368

RESOLUTION APPROVING APPOINTMENTS FOR CITY LEGAL SERVICES FOR CALENDAR YEAR 2026

WHEREAS the City of Bondurant requires legal advice in its everyday conducting of serving the residents of Bondurant; AND

WHEREAS the following recommended professional firms are presented for approval:

Name	**Term (CY 2023)**	**Board/Position**
Brick Gentry Law Firm	1-1-2026 – 12-31-2026	City Attorney

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

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.s.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving appointments to the WRA Board and Technical Committee for CY 2026

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The Des Moines Metropolitan Wastewater Reclamation Authority (WRA) is a regional entity responsible for wastewater conveyance, treatment, and long-range infrastructure planning that serves Bondurant and surrounding communities. As a member community, Bondurant is required to appoint representatives to both the WRA Board of Directors and the WRA Technical Committee for each calendar year.

The WRA Board provides policy direction, approves budgets and capital improvements, and oversees operational and financial matters. The Technical Committee supports the Board by reviewing engineering, operational, and regulatory components of the WRA system and providing professional recommendations.

For Calendar Year 2026, Council Member Angela McKenzie has agreed to serve as the Primary Board Representative, with Council Member Matt Sillanpaa serving as the Alternate. Public Works Director John Horton has agreed to continue as the Primary Technical Committee Representative, with John Bergeson continuing as the Alternate.

These appointments ensure Bondurant's continued participation in regional wastewater planning and coordination, consistent with the City's infrastructure needs and long-term utility management goals.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-369

CITY OF BONDURANT
RESOLUTION NO. 251215-369

RESOLUTION APPROVING APPOINTMENTS TO WRA BOARD AND TECHNICAL COMMITTEE FOR CY 2026

WHEREAS the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) requests the City Council to appoint a representative and alternate to serve on the Board for the calendar year; AND

WHEREAS the Des Moines Metropolitan WRA requests appointees to the WRA Technical Committee; AND

WHEREAS, Council Member Angela McKenzie has agreed to appointment as Primary Board Representative and Council Member Matt Sillanpaa have agreed to appointment as Alternate Representative and Public Works Director John Horton has agreed to reappointment as WRA Technical Committee Primary, and John Bergeson has agreed to reappointment as the Alternate.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the WRA Board and Technical Committee are hereby approved as presented.

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.t.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution designating the Official Depositories for 2026

CONTACT PERSON:
Jene Jess, Assistant City Administrator
Marketa Oliver, ICMA-CM, SPHR, City Administrator
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The State of Iowa Code Sections 452 and 453 require cities to designate financial institutions that they plan to deposit money during the calendar year. Attached is a resolution that designates official depositories and maximum amounts that can be deposited in each institution. The amounts are increased due to large capital projects and the influx of bond funds.

FUNDING SOURCE: All funds are affected by this resolution.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-370

CITY OF BONDURANT
RESOLUTION NO. 251215-370

RESOLUTION DESIGNATING THE OFFICIAL DEPOSITORIES FOR 2026

WHEREAS the City of Bondurant is required to choose financial depositories for City of Bondurant funds in conformance with all applicable provisions of Iowa Code 452 and 453 (1983), as amended by 1984 Iowa Act, S.F. 2220; AND

WHEREAS the following list of financial institutions meets these criteria and are presented for consideration:

Depository Name	Location of Home Office	Maximum Balance in effect under prior resolution	Maximum Balance in effect under this resolution
Vision Bank (formerly Legacy Bank)	Altoona, IA	$27,000,000.00	$100,000,000.00
IPAIT	Des Moines, IA	$47,000,000.00	$100,000,000.00

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that these financial institutions are hereby designated official depositories for 2025; AND

BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Iowa, that the City Administrator and/or Finance Director are hereby authorized to deposit City of Bondurant funds in amounts not to exceed the maximum approved for each respective designated financial institution.

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.u.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving Change Order No. 3 to RW Excavating Solutions LC for the Parkside Trail Connection Project in the amount of (-$30,024.60)

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve change order #3 in the amount of (-$30,024.60) related to the Parkside Trail Connection Project. This change order was needed to zero out all unused quantities for the contract. This project is to connect the Park Side neighborhood with the rest of the trail system via a connection through the Bondurant Recreational Sports Complex at Lake Petocka. The contract prior to change is $492,839.68 and post change is $462,815.08.

This project is completed now that all of the native plantings have been installed.

FUNDING SOURCE: LWCF Grant/Bond Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-371
2. Park Side Trail Connection Change Order No. 3

CITY OF BONDURANT
RESOLUTION NO. 251215-371

RESOLUTION APPROVING CHANGE ORDER NO. 3 TO RW EXCAVATING SOLUTIONS FOR THE PARKSIDE TRAIL CONNECTION PROJECT IN THE AMOUNT OF $-30,024.60

WHEREAS the Parkside Trail Connection Project Change Order No. 3 was submitted on December 3, 2025; AND

WHEREAS, this project is to connect the Park Side neighborhood with the rest of the trail system via a connection through the Bondurant Recreational Sports Complex at Lake Petocka; AND

WHEREAS the change order is submitted to reflect the materials used and balance the contract; AND

WHEREAS the contract prior to change is $492,839.68 and post change is $462,815.08; AND

WHEREAS, City Staff have reviewed the pay application for accuracy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the above-referenced pay application to RW Excavating Solutions is hereby approved.

Passed This 15th 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				

Change Order No. 3

Date of Issuance: 11-29-2025
Owner: City of Bondurant
Contractor: RW Excavating Solutions, LC
Engineer: ShiveHattery Architecture + Engineering
Project: Park Side Trail Connection Project

Effective Date: 06-21-2024 Owner's Contract No.:
Contractor's Project No.:
Engineer's Project No.: 2142301580
Contract Name: Park Side Trail Connection Project

The Contract is modified as follows upon execution of this Change Order:
Description: Balancing contract.

Approximate Updates to Quantities:

Bid Item	ITEM DESCRIPTION	BID QUANTITY	NEW QUANTITY	UNIT	ADDED/ SUBTRACTED QUANTITY	UNIT PRICE	NET CHANGE IN CONTRACT PRICE
10	GRANULAR MATERIAL FOR WORKING BLANKET	111		TN	207.08	$ 45.00	$ 9,318.60
16	3/8" MINUS CRUSHED LIMESTONE, 5 IN.	14		TN	3.84	$ 60.00	$ 230.40
18	HYDRAULIC SEEDING, FERTILIZING SUDAS TYPE 1	2.2		AC	0.33	$ 3,500.00	$ 1,155.00
20	HYDRAULIC SEEDING, FERTILIZING SUDAS TYPE 5	3.1		AC	-3.1	$ 2,000.00	$ (6,200.00)
29	TEMPORARY RECP, EROSION CONTROL BLANKET	250		SQ	-250	$ 30.00	$ (7,500.00)
30	RIP-RAP, CLASS E	250		TN	11.02	$ 70.00	$ 771.40
32	SILT FENCE OR DITCH CHECK	750		LF	-750	$ 3.00	$ (2,250.00)
33	SILT FENCE OR DITCH CHECK, REMOVAL OF SEDIMENT	750		LF	-750	$ 0.50	$ (375.00)
34	SILT FENCE OR DITCH CHECK, REMOVAL OF DEVICE	750		LF	-750	$ 0.50	$ (375.00)
35	EROSION CONTROL MULCHING, HYDROMULCH	6.2		AC	-6.2	$ 4,000.00	$ (24,800.00)
						Net Change =	$ (30,024.60)

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: $ 467,721.18	***[note changes in Milestones if applicable]*** Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2: $ 25,1118.50	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days

Contract Price prior to this Change Order: $ 492,839.68	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: -$30,024.60	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: $ 462,815.08	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

Recommended:	Accepted:	Accepted:
By: John Horton	By:	By: Leah West
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Public Works Director	Title:	Title: Admin Manager
Date: 12-04-2025	Date:	Date: 12/3/25

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.v.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving pay request no. 5 to RW Excavating Solutions for the Parkside Trail Connection Project in the amount of $727.50

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #5 in the amount of $727.50 related to the Parkside Trail Connection Project.

As a reminder, the Parkside Trail Connection project is a new trail connection from the Parkside Development across Santiago Creek along the west side of the ballfields at BRSC and connecting to the new parking lot at BRSC and to the trail around Lake Petocka. This project also included enhancements to the public fishing area in Parkside Development to create and fishing node and some rock outcrop areas for residents to enjoy the public fishery more.

This pay application has been reviewed by city staff for accuracy and is for work completed through November 29th ,2025

FUNDING SOURCE: LWCF Grant/Bond funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-372
2. Park Side Trail Connection Pay Request No. 5

CITY OF BONDURANT
RESOLUTION NO. 251215-372

RESOLUTION APPROVING PAY REQUEST NO. 5 TO RW EXCAVATING SOLUTIONS FOR THE PARKSIDE TRAIL CONNECTION PROJECT IN THE AMOUNT OF $727.50

WHEREAS the Parkside Trail Connection Project Pay Request No. 5 was submitted on December 4, 2025; AND

WHEREAS the pay application is for work completed on the Parkside Trail Connection Project through November 29, 2025; AND

WHEREAS, City Staff have reviewed the pay application for accuracy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the above-referenced pay application to RW Excavating Solutions is hereby approved.

Passed This 15th 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 No. 5

	Application Period: 10-2-2025 - 11-29-2025	Application Date: 11/29/2025
To (Owner): City of Bondurant	From (Contractor): RW Excavating Soltuions, LC	Via (Engineer): Shive Hattery
Project: Park Side Trail Connection Project	Contract: Park Side Trail Connection Project	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 2142301580

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO1	$10,668.50	
CO2	$14,450.00	
CO3	-$30,024.60	
TOTALS	-$4,906.10	
NET CHANGE BY CHANGE ORDERS	**-$4,906.10**	

1. ORIGINAL CONTRACT PRICE	$	$467,721.18
2. Net change by Change Orders	$	-$4,906.10
3. Current Contract Price (Line 1 ± 2)	$	$462,815.08
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$462,815.08
5. RETAINAGE:		
a. 3% X $462,815.08 Work Completed	$	$13,884.45
b. X Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	$13,884.45
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$448,930.63
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$448,203.13
8. AMOUNT DUE THIS APPLICATION	$	$727.50
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	$13,884.45

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

By: [signature] Date: 12-2-2025

Payment of: $ $727.50
(Line 8 or other - attach explanation of the other amount)

is recommended by: John Horton (Engineer) 12-04-2025 (Date)
Public Works Director

Payment of: $ $727.50
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

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

Item No. 5.w.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving pay request no. 6 (Release of Retainage) to RW Excavating Solutions for the Parkside Trail Connection Project in the amount of $13,884.45

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #6 in the amount of $13,884.45 related to the Parkside Trail Connection Project. This project is now complete and the total paid to the contractor after the release of this retainage is $462,815.08.

As a reminder the Parkside Trail Connection project is a new trail connection from the Parkside Development across Santiago Creek along the west side of the ballfields at BRSC and connecting to the new parking lot at BRSC and to the trail around Lake Petocka. This project also included enhancements to the public fishing area in Parkside Development to create a fishing node and some rock outcrop areas for residents to enjoy the public fishery more.

This pay application has been reviewed by city staff for accuracy and is for the release of retainage on the contract. Project is now closed out.

FUNDING SOURCE: LWCF Grant/ Bond funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-373
2. Park Side Trail Connection Pay Request No. 6 (Retainage)

CITY OF BONDURANT
RESOLUTION NO. 251215-373

RESOLUTION APPROVING PAY REQUEST NO. 6 FOR RETAINAGE RELEASETO RW EXCAVATING SOLUTIONS FOR THE PARKSIDE TRAIL CONNECTION PROJECT IN THE AMOUNT OF $13,884.45

WHEREAS the Parkside Trail Connection Project Pay Request No. 6 was submitted on December 4, 2025; AND

WHEREAS the pay application is for the retainage for work completed on the Parkside Trail Connection Project; AND

WHEREAS this project is now complete and the total paid to the contractor after the release of this retainage is $462,815.08; AND

WHEREAS, City Staff have reviewed the pay application for accuracy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the above-referenced pay application to RW Excavating Solutions is hereby approved.

Passed This 15th 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 No. 6

	Application Period: 11/29/2025 - 12-29-2025	Application Date: 12/29/2025
To (Owner): City of Bondurant	From (Contractor): RW Excavating Soltuions, LC	Via (Engineer): Shive Hattery
Project: Park Side Trail Connection Project	Contract: Park Side Trail Connection Project	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 2142301580

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO1	$10,668.50	
CO2	$14,450.00	
CO3	-$30,024.60	
TOTALS	-$4,906.10	
NET CHANGE BY CHANGE ORDERS	-$4,906.10	

1. ORIGINAL CONTRACT PRICE			$ $467,721.18
2. Net change by Change Orders			$ -$4,906.10
3. Current Contract Price (Line 1 ± 2)			$ $462,815.08
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)			$ $462,815.08
5. RETAINAGE:			
a.	X $462,815.08	Work Completed	$
b.	X	Stored Material	$
c. Total Retainage (Line 5.a + Line 5.b)			$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)			$ $462,815.08
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)			$ $448,930.63
8. AMOUNT DUE THIS APPLICATION			$ $13,884.45
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)			$

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

By: [signature] Date: 12-2-2025

Payment of: $ $13,884.45
(Line 8 or other - attach explanation of the other amount)

is recommended by: John Horton (Engineer) 12-04-2025 (Date)
Public Works Director

Payment of: $ $13,884.45
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

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

Item No. 5.x.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution Approving Employee Handbook Updates

CONTACT PERSON:
Jene Jess, Assistant City Administrator
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.

This information was discussed by the City Council at its meeting on December 1, 2025.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 251215-374
2. Handbook updated and approved 12.02.2024
3. Handbook updated and draft 11.19.2025

CITY OF BONDURANT
RESOLUTION NO. 251215-374

A RESOLUTION APPROVING REVISIONS AND ADDITIONS TO THE CITY OF BONDURANT EMPLOYEE HANDBOOK

WHEREAS the City of Bondurant is committed to maintaining an up-to-date Employee Handbook that ensures compliance with federal and state law, supports organizational goals, and reflects operational needs across departments; and

WHEREAS the Employee Services Department has conducted a comprehensive review and recommended the following revisions and additions to the Employee Handbook:

1. **Adoption of a new Section 3-14 – Employee Fitness Facility Usage Policy**, establishing formal guidelines for employee access, rules of conduct, and line-of-duty fitness activities for emergency services personnel;
2. **Adoption of a new Section 1-7 – Background Check Policy**, outlining the City's procedures for conducting pre-employment and volunteer background checks in accordance with the Fair Credit Reporting Act and EEOC guidelines;
3. **Amendment of Section 2-4 – Working Hours and Schedule**, clarifying general scheduling rules and codifying special provisions for Fire/EMS operations;
4. **Amendment of Section 3-2 – Paid Holidays**, refining eligibility criteria, holiday scheduling, and alternate observance procedures for exempt employees;
5. **Amendment of Section 5-10 – Conflict of Interest, Business Ethics, and Whistleblower Protections**, expanding ethical conduct expectations, regulating employee contact with elected officials, and establishing protections for employees who report misconduct;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA:

That the above-listed revisions and additions to the City of Bondurant Employee Handbook are hereby approved and adopted, effective immediately upon passage of this resolution.

Passed This 15th 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 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 <u>not</u> 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

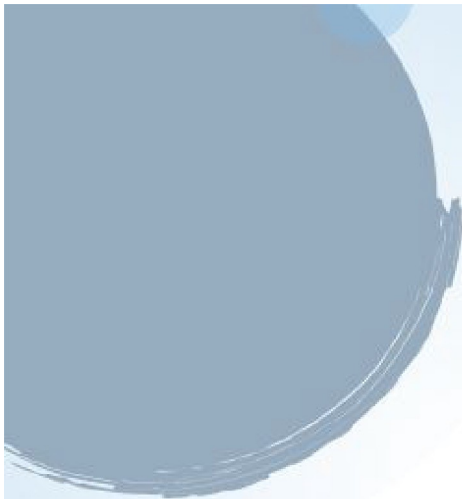
The Secretary of Labor may bring court actions to restrain violations and assess civil penalties against violators. Employees or job applicants may also bring their own court actions.

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

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, 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 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.

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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.

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- 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. 5.y.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution Approving Updates to the Captain FIRE/EMS Coordinator Job Description

CONTACT PERSON:
Jene Jess, Assistant City Administrator

BRIEF HISTORY & ANALYSIS:

Background

When the Captain Fire/EMS position was originally created, portions of the generic Lieutenant Firefighter/Paramedic job descriptions were copied into the document to maintain consistency in structure and language. In doing so, several references applicable only to frontline Lieutenant Firefighter/Paramedic roles were unintentionally retained. These elements created ambiguity about the intended scope of the Captain position and suggested a greater degree of emergency response activity than the role is designed to perform.

The updated Captain Fire/EMS Coordinator job description removes this incorrect language and more accurately reflects the supervisory and managerial nature of the position. The revision also clarifies that the role is an exempt, salaried position whose primary responsibility is leadership, oversight, and coordination rather than frontline emergency response.

Purpose of the Update

This revision aligns the job description with the City's determination—supported by a detailed legal review—that the Captain position qualifies for the Executive Exemption under the Fair Labor Standards Act and Iowa's wage and hour provisions. While Captains may currently assist with emergency response during staffing shortages, these duties are incidental and not the core function of the position. Captains spend the majority of their time—approximately 80 percent—engaged in administrative,

supervisory, and managerial duties and have autonomous decision-making authority over their assigned shift.

As the Emergency Services Department continues implementing its multi-year staffing plan, the need for Captains to provide supplemental emergency response will decrease significantly. By FY2030, Captains are expected to serve almost exclusively as scene commanders rather than operational responders.

Ensuring that the written job description accurately reflects this reality is essential for compliance, transparency, and future audits or legal reviews.

Summary of Key Changes

The revised job description includes the following updates:

- Clarifies that the position is overtime-exempt and salaried.
- Removes residual language copied from generic Firefighter/Paramedic descriptions that implied frontline operational duties as a primary function.
- Emphasizes that Captains only engage in emergency response when staffing shortages necessitate supplemental support.
- Strengthens descriptions of supervisory, administrative, planning, training, and compliance-related duties that make up the majority of the position.
- Aligns the role with the department’s long-term staffing model, which reduces frontline response expectations as full-time staffing levels grow.

Rationale for Council Action

Approval of the updated job description ensures:

- Compliance with federal and state wage and hour requirements.
- Accurate reflection of the supervisory and managerial nature of the position.
- Consistency with the City’s adopted Emergency Services staffing plan and operational structure.
- Clear expectations for employees, auditors, and regulatory bodies regarding the intent and function of the Captain role.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff recommend approval of the revised Captain Fire/EMS Coordinator job description to support legal compliance, operational clarity, and alignment with the department's long-term staffing and organizational strategy.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-375
2. Captain Fire-EMS Coordinator
3. Recruited Job Description Actual Posting for the Captains Jobs

CITY OF BONDURANT
RESOLUTION NO. 251215-375

A RESOLUTION CLARIFYING THE FLSA CLASSIFICATION LANGUAGE IN THE FIRE/EMS CAPTAIN JOB DESCRIPTION AND DIRECTING CORRECTION IN THE NEXT REVISION CYCLE

WHEREAS, the City of Bondurant conducts an annual review of its employee handbook, salary structure, job descriptions, and related employment documents to ensure accuracy, compliance, and alignment with City policy; and

WHEREAS, during this review an error was identified in the job description for the Fire/EMS Captain position, specifically a line stating, “This is an hourly position with overtime paid after working 40 hours in a work week (Monday through Sunday)”; and

WHEREAS, this language does not reflect the intended—and actual—Fair Labor Standards Act (FLSA) classification of the Fire/EMS Captain position; and

WHEREAS, the Fire/EMS Captain role is, and has been since its creation, a salaried, exempt supervisory position, consistent with onboarding discussions, offer details, and FLSA standards for managerial roles; and

WHEREAS, the misworded line was intended to describe the overtime structure applicable to hourly Firefighter/Paramedic positions and was inadvertently placed in the Captain job description; and

WHEREAS, City staff have prepared corrected language to be incorporated into the next round of job description revisions to accurately reflect the exempt status and supervisory responsibilities of the Fire/EMS Captain position, reading substantially as follows:

“This is an overtime-exempt, salaried position. The individuals in this role provide supervision and leadership to a team of firefighter/paramedics who are classified as hourly employees and eligible for overtime pay after working 40 hours in a work week (Monday through Sunday). The Fire Department operates on a structured shift schedule consisting of 12-hour shifts to ensure continuous coverage and effective team rotation. This schedule follows a two-week cycle:

• Team A alternates between 48-hour and 36-hour work weeks.

• Teams B and D follow a similar structure, adjusting for overnight coverage to maintain a consistent 42-hour work week.

• Team C rotates between 36-hour and 48-hour weeks to evenly distribute workload across shifts.

This operational structure supports round-the-clock readiness while balancing workload, rest, and recovery for all team members.”; and

WHEREAS, the City Council finds it necessary and appropriate to formally acknowledge the misworded language, affirm the correct exempt status of the Fire/EMS Captain position, and direct the appropriate corrections.

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

The City hereby affirms that the Fire/EMS Captain position is a salaried, FLSA-exempt supervisory role and has been classified as such since its implementation.

The misworded language referencing hourly status and standard overtime eligibility is acknowledged as an administrative error and shall be removed.

The corrected language, substantially in the form presented herein, shall be incorporated into the next scheduled revision of the Fire/EMS Captain job description.

The City extends appreciation to staff for identifying and correcting this issue and reaffirms its commitment to maintaining clear, accurate, and compliant employment documentation.

Passed this 15th 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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Addendum: Internal Audit Review and Updated Recommendations for Bondurant Emergency Services Department

As part of the City of Bondurant's internal audit process, periodic reviews of departmental operations are conducted, particularly during times of change. Following the Council-approved recommendations outlined in the **BES Operational Report 2024**, insights from the implementation process have revealed opportunities to refine the department's organizational structure and staffing model. This addendum highlights two key updates based on operational needs and findings:

---

1. Recommendation to Replace Shift Lieutenants with Captains

Rationale

The implementation of the Lieutenant Fire/Paramedic Coordinator position has provided valuable operational oversight; however, a more robust leadership role is necessary to enhance departmental efficiency and align with the department's long-term goals. The proposed **Captain Fire/EMS** role addresses these needs by incorporating broader administrative, training, and fire prevention responsibilities.

Key Responsibilities of the Captain Position

- Oversee department-wide operations, including training programs and fire prevention initiatives.
- Act as Incident Commander for complex emergency situations, ensuring compliance with procedures across shifts.
- Supervise fire investigations, community risk reduction programs, and public education efforts.
- Provide technical guidance on fire codes, life safety systems, and building inspections to external stakeholders.

Alignment with Department Needs

The expanded scope of the Captain position is critical for addressing the department's growth and operational complexity. By transitioning from Lieutenants to Captains, the department can:

- Centralize responsibilities for fire prevention and rental inspections under the Captain's purview, streamlining processes.
- Enhance training and operational readiness through strategic leadership.
- Strengthen interdepartmental communication and collaboration by consolidating oversight roles.

CITY OF BONDURANT
JOB DESCRIPTION

Title: Captain Fire/EMS
Department: Emergency Services
FLSA: Non-Exempt
Reports to: Emergency Services Director and Assistant Chiefs

Date: 11/21/2024

PURPOSE OF POSITION / SUMMARY

This position reports to and receives general supervision from the Emergency Services Director and Assistant Chiefs, who review and evaluate work performance. The Captain Fire/EMS serves as a critical leadership role, supervising, planning, and directing daily operations, training, and fire prevention activities. Captains are responsible for overseeing personnel readiness, compliance with safety regulations, and managing emergency responses, including fire suppression, EMS operations, hazardous material incidents, and community outreach. Captains will perform the same duties as a firefighter and Paramedic, including advanced medical procedures within approved protocols. This is an hourly position with overtime paid after working 40 hours in a work week (Monday through Sunday).

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Establishes and maintains effective working relationships with staff, City officials, other fire departments, outside agencies, and the public.
2. Supervises and manages daily operations, including shift scheduling, readiness, and performance of personnel.
3. Responds to emergency incidents and serves as Incident Commander, overseeing fire suppression, EMS activities, and hazardous material mitigation until relieved by a higher-ranking officer.
4. Plans, implements, and evaluates training programs, ensuring staff meet and maintain all certifications and operational competencies.
5. Conducts fire investigations for suspicious or undetermined causes, prepares detailed reports, and testifies in court as needed.
6. Supervises fire prevention efforts, including building inspections, fire code enforcement, and community risk reduction programs.
7. Represents the department in public education initiatives, community events, and safety outreach programs.

8. Maintains and ensures proper functioning of apparatus, tools, and equipment, recommending replacements or upgrades when necessary.
9. Provides technical guidance to developers, contractors, and other stakeholders regarding fire codes, life safety systems, and hazardous materials.
10. Motivates and provides feedback to staff, addressing disciplinary matters as needed and issuing verbal or written reprimands when appropriate.
11. Participates in departmental planning, budget recommendations, and procedural updates to improve operational efficiency.
12. Ensures compliance with local, state, and federal regulations, maintaining accurate training and operational records.
13. Utilizes City technology systems for documentation, reporting, and pre-incident planning.
14. Performs other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES, CERTIFICATIONS & EXPERIENCE

- **Knowledge:**
    - Fire suppression tactics, EMS procedures, hazardous materials operations, and Incident Command System (ICS).
    - Building construction, fire codes, and fire prevention strategies.
    - Training program development and regulatory compliance.
- **Skills:**
    - Leadership, personnel supervision, and effective team management.
    - Strong oral and written communication skills, including technical reporting.
    - Proficiency in firefighting, EMS, and modern incident management tools.
- **Abilities:**
    - Make sound decisions under pressure and problem-solve in high-stress scenarios.
    - Foster collaboration with internal and external stakeholders, including the community.
    - Balance operational, administrative, and public engagement responsibilities effectively.
- **Certifications:**

    - Firefighter II, Fire Officer II, Instructor I, Hazardous Materials Operations, ICS (100, 200, 300, 400, 700).
    - Iowa Paramedic Certification or RN Exception through the Iowa Department of Public Health.
    - Driver/Operator – Pumper certification.
    - Must possess a valid driver’s license and be insurable by the City's liability insurance.
- **Experience:**
    - Minimum of 5 years of Fire/EMS experience, including increasing leadership responsibilities in operations, training, or prevention.

SUPPLEMENTAL INFORMATION

- **Physical Requirements:**
    - Ability to perform physically demanding tasks, including lifting up to 100 pounds and working in extreme conditions (heat, cold, confined spaces, hazardous materials).
- **Environmental Conditions:**
    - Regular exposure to fire hazards, toxic materials, adverse weather, and potentially dangerous situations.
- **Work Schedule:**
    - Flexible, including evenings, weekends, and emergency call-ins.
- **Job Functions:**
    - As outlined by **NFPA 1582** (National Fire Protection Association), which defines medical and physical requirements for fire service personnel.

CITY OF BONDURANT
JOB DESCRIPTION

Title: Captain Fire/EMS Coordinator
Department: Emergency Services
FLSA: Exempt
Reports to: Emergency Services Director and Assistant Chiefs

Date: 12/15/2025

PURPOSE OF POSITION / SUMMARY

This position reports to and receives general supervision from the Emergency Services Director and Assistant Chiefs, who provide directions and evaluate work performance. The Captain Fire/EMS Coordinator serves as a key leadership role responsible for supervising, planning, and directing daily operations, personnel readiness, training, and fire prevention activities. Captains ensure compliance with safety regulations and oversee emergency responses, including fire suppression, EMS operations, hazardous materials incidents, and community risk-reduction efforts. Captains also perform the same duties as a firefighter/paramedic, including advanced medical procedures within approved protocols, when staffing limitations require.

This is an overtime-exempt, salaried position. Individuals in this role provide supervision and leadership to a team of firefighter/paramedics who are classified as hourly employees and eligible for overtime after working 40 hours in a work week (Monday through Sunday).

The Fire Department operates on a structured shift schedule consisting of 12-hour shifts to ensure continuous coverage and effective team rotation. The two-week cycle is organized as follows:

- Team A alternates between 48-hour and 36-hour work weeks.
- Teams B and D follow a similar structure, adjusting for overnight coverage to maintain a consistent 42-hour work week.
- Team C rotates between 36-hour and 48-hour weeks to evenly distribute workload and shift responsibilities.

This structure supports round-the-clock readiness while balancing workload, rest, and recovery for all team members.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Establishes and maintains effective working relationships with staff, City officials, other fire departments, outside agencies, and the public.

2. Supervises and manages daily operations, including shift scheduling, readiness, and performance of personnel.
3. Responds to emergency incidents and serves as Incident Commander, overseeing fire suppression, EMS activities, and hazardous material mitigation until relieved by a higher-ranking officer.
4. Plans, implements, and evaluates training programs, ensuring staff meet and maintain all certifications and operational competencies.
5. Conducts fire investigations for suspicious or undetermined causes, prepares detailed reports, and testifies in court as needed.
6. Supervises fire prevention efforts, including building inspections, fire code enforcement, and community risk reduction programs.
7. Represents the department in public education initiatives, community events, and safety outreach programs.
8. Maintains and ensures proper functioning of apparatus, tools, and equipment, recommending replacements or upgrades when necessary.
9. Provides technical guidance to developers, contractors, and other stakeholders regarding fire codes, life safety systems, and hazardous materials.
10. Motivates and provides feedback to staff, addressing disciplinary matters as needed and issuing verbal or written reprimands when appropriate.
11. Participates in departmental planning, budget recommendations, and procedural updates to improve operational efficiency.
12. Ensures compliance with local, state, and federal regulations, maintaining accurate training and operational records.
13. Utilizes City technology systems for documentation, reporting, and pre-incident planning.
14. Performs other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES, CERTIFICATIONS & EXPERIENCE

- **Knowledge:**
    - Fire suppression tactics, EMS procedures, hazardous materials operations, and Incident Command System (ICS).
    - Building construction, fire codes, and fire prevention strategies.
    - Training program development and regulatory compliance.

- **Skills:**
    - Leadership, personnel supervision, and effective team management.
    - Strong oral and written communication skills, including technical reporting.
    - Proficiency in firefighting, EMS, and modern incident management tools.
- **Abilities:**
    - Make sound decisions under pressure and problem-solve in high-stress scenarios.
    - Foster collaboration with internal and external stakeholders, including the community.
    - Balance operational, administrative, and public engagement responsibilities effectively.
- **Certifications:**
    - Firefighter II, Fire Officer II, Instructor I, Hazardous Materials Operations, ICS (100, 200, 300, 400, 700).
    - Iowa Paramedic Certification or RN Exception through the Iowa Department of Public Health.
    - Driver/Operator – Pumper certification.
    - Must possess a valid driver’s license and be insurable by the City's liability insurance.
- **Experience:**
    - Minimum of 5 years of Fire/EMS experience, including increasing leadership responsibilities in operations, training, or prevention.

SUPPLEMENTAL INFORMATION

- **Physical Requirements:**
    - Ability to perform physically demanding tasks, including lifting up to 100 pounds and working in extreme conditions (heat, cold, confined spaces, hazardous materials).
- **Environmental Conditions:**
    - Regular exposure to fire hazards, toxic materials, adverse weather, and potentially dangerous situations.
- **Work Schedule:**

- Flexible, including evenings, weekends, and emergency call-ins.
- Unlike traditional 24 hours on duty fire/EMS service, with our 12 hour shift service it is not expected for employees to sleep during the work shift.

- **Job Functions:**
  - As outlined by **NFPA 1582** (National Fire Protection Association), which defines medical and physical requirements for fire service personnel.

Recruited Job Description Actual Posting for the Captains Jobs

Job Description

This position reports to and receives general supervision from the Emergency Services Director and Assistant Chief, who review and evaluate work performance. The Captain Fire/EMS serves as a critical leadership role, supervising, planning, and directing daily operations, training, and fire prevention activities. Captains are responsible for overseeing personnel readiness, compliance with safety regulations, and managing emergency responses, including fire suppression, EMS operations, hazardous material incidents, and community outreach. Captains will perform the same duties as a firefighter and Paramedic, including advanced medical procedures within approved protocols.

The Fire Department operates on a structured shift schedule consisting of 12-hour shifts, ensuring continuous coverage and efficient team rotation. The schedule follows a two-week cycle, with Team A alternating between 48-hour and 36-hour workweeks, working either four or three 12-hour shifts. Teams B and D follow a similar pattern but adjust for overnight shifts, resulting in a consistent 42-hour workweek. Team C rotates between 36-hour and 48-hour weeks, ensuring fair distribution of workload across the department. This structured schedule balances staffing needs with rest periods, promoting both efficiency and well-being for personnel.

Essential Duties and Responsibilities

1. Establishes and maintains effective working relationships with staff, City officials, other fire departments, outside agencies, and the public.
2. Supervises and manages daily operations, including shift scheduling, readiness, and performance of personnel.
3. Responds to emergency incidents and serves as Incident Commander, overseeing fire suppression, EMS activities, and hazardous material mitigation until relieved by a higher-ranking officer.
4. Plans, implements, and evaluates training programs, ensuring staff meet and maintain all certifications and operational competencies.
5. Conducts fire investigations for suspicious or undetermined causes, prepares detailed reports, and testifies in court as needed.
6. Supervises fire prevention efforts, including building inspections, fire code enforcement, and community risk reduction programs.
7. Represents the department in public education initiatives, community events, and safety outreach programs.
8. Maintains and ensures proper functioning of apparatus, tools, and equipment, recommending replacements or upgrades when necessary.
9. Provides technical guidance to developers, contractors, and other stakeholders regarding fire codes, life safety systems, and hazardous materials.
10. Motivates and provides feedback to staff, addressing disciplinary matters as needed and issuing verbal or written reprimands when appropriate.
11. Participates in departmental planning, budget recommendations, and procedural updates to improve operational efficiency.

12. Ensures compliance with local, state, and federal regulations, maintaining accurate training and operational records.
13. Utilizes City technology systems for documentation, reporting, and pre-incident planning.
14. Performs other duties as assigned.

Required Knowledge, Skills, Abilities, Certifications & Experience

Knowledge:
o Fire suppression tactics, EMS procedures, hazardous materials operations, and Incident Command System (ICS).
o Building construction, fire codes, and fire prevention strategies.
o Training program development and regulatory compliance.

Skills:
o Leadership, personnel supervision, and effective team management.
o Strong oral and written communication skills, including technical reporting.
o Proficiency in firefighting, EMS, and modern incident management tools.

Abilities:
o Make sound decisions under pressure and problem-solve in high-stress scenarios.
o Foster collaboration with internal and external stakeholders, including the community.
o Balance operational, administrative, and public engagement responsibilities effectively.

Certifications:
o Firefighter II, Fire Officer II, Instructor I, Hazardous Materials Operations, ICS (100, 200, 300, 400, 700).
o Iowa Paramedic Certification or RN Exception through the Iowa Department of Public Health.
o Driver/Operator – Pumper certification.
o Must possess a valid driver’s license and be insurable by the City's liability insurance.

Experience:
o Minimum of 5 years of Fire/EMS experience, including increasing leadership responsibilities in operations, training, or prevention.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.z.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution Approving Changes to the Finance Director Job Description

CONTACT PERSON:
Jene Jess, Assistant City Administrator

BRIEF HISTORY & ANALYSIS:

Last year, the City Council approved the creation of the Assistant City Administrator (ACA) position to support the City's long-range organizational development, succession planning efforts, and increasing administrative demands. As outlined in the personnel plan, this position currently carries responsibility for the City's financial operations and serves in the combined capacity of Assistant City Administrator, Finance Director, and Employee Services Director until a future transition occurs in FY27. This structure was designed to provide stability while the organization builds internal capacity and prepares for the next phase of growth.

The personnel plan anticipates separating the Finance Director duties from the ACA role in FY27. At that time, the City will fill the Finance Director position as a standalone department head role. The job description for this position has already been drafted to reflect the City's growing financial needs, including financial reporting, compliance, payroll oversight, forecasting, debt and investment management, and leadership of the City's financial strategies and internal controls. Establishing this position as a dedicated role supports a more sustainable administrative framework as workload and complexity continue to increase.

It is anticipated that the current Administrative Services Coordinator will transition into the Finance Director role when it becomes active. He has been mentored and supported through ongoing training and development to prepare for this opportunity. He is also actively pursuing the Certified Public Finance Officer credential through the Government Finance Officers Association, which is a condition for the transition. This succession plan reflects the City's commitment to developing internal talent and supporting employees in advancing their careers through structured investment and preparation.

Following this transition, the Administrative Services Coordinator position will be backfilled with a Specialist-level role that will report directly to the Finance Director. This position will take on the Coordinator's current responsibilities related to payroll, HR data entry, and other administrative and technical functions. This adjustment ensures continuity in employee services operations while allowing the Finance Director to focus on high-level financial management and departmental leadership.

Overall, this phased structure supports a thoughtful evolution of the City's administrative organization. It strengthens internal capacity, provides a clear path for succession, and positions the City to maintain strong financial oversight and operational efficiency as it continues to grow.

FUNDING SOURCE: The Finance Director position is funded across all funds.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-376
2. Finance Director

CITY OF BONDURANT
RESOLUTION NO. 251215-376

A RESOLUTION APPROVING THE JOB DESCRIPTION FOR THE FINANCE DIRECTOR POSITION

WHEREAS, the City of Bondurant conducts regular reviews of its employee handbook, salary structure, job descriptions, and related employment documentation to ensure accuracy, compliance, and alignment with organizational needs and City policy; and

WHEREAS, City staff have prepared a job description for the Finance Director position, which outlines the responsibilities, qualifications, and expectations for the role, including financial management, reporting, payroll processing, cash and revenue oversight, and leadership functions essential to the City's fiscal operations; and

WHEREAS, the Finance Director position serves as a key leadership role responsible for managing the City's financial operations, ensuring compliance with applicable laws and regulations, and supporting strategic financial planning and reporting requirements as documented in the proposed job description draft Finance Director; and

WHEREAS, the City Council has reviewed the proposed Finance Director job description and finds it to be accurate, complete, and reflective of the needs and operational structure of the City of Bondurant; and

WHEREAS, the City Council desires to formally approve the job description for implementation and inclusion in the City's official set of employment documents.

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

1. The Finance Director job description, substantially in the form presented to the Council and attached hereto, is hereby approved.
2. The job description shall be incorporated into the City's official job description repository and used for hiring, evaluation, and organizational planning purposes.
3. City staff are directed to take all necessary administrative steps to implement this job description and ensure alignment with City policies and practices.

Passed this 15th 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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Addendum: Internal Audit Review and Updated Recommendations for Bondurant Emergency Services Department

As part of the City of Bondurant's internal audit process, periodic reviews of departmental operations are conducted, particularly during times of change. Following the Council-approved recommendations outlined in the **BES Operational Report 2024**, insights from the implementation process have revealed opportunities to refine the department's organizational structure and staffing model. This addendum highlights two key updates based on operational needs and findings:

---

1. Recommendation to Replace Shift Lieutenants with Captains

Rationale

The implementation of the Lieutenant Fire/Paramedic Coordinator position has provided valuable operational oversight; however, a more robust leadership role is necessary to enhance departmental efficiency and align with the department's long-term goals. The proposed **Captain Fire/EMS** role addresses these needs by incorporating broader administrative, training, and fire prevention responsibilities.

Key Responsibilities of the Captain Position

- Oversee department-wide operations, including training programs and fire prevention initiatives.
- Act as Incident Commander for complex emergency situations, ensuring compliance with procedures across shifts.
- Supervise fire investigations, community risk reduction programs, and public education efforts.
- Provide technical guidance on fire codes, life safety systems, and building inspections to external stakeholders.

Alignment with Department Needs

The expanded scope of the Captain position is critical for addressing the department's growth and operational complexity. By transitioning from Lieutenants to Captains, the department can:

- Centralize responsibilities for fire prevention and rental inspections under the Captain's purview, streamlining processes.
- Enhance training and operational readiness through strategic leadership.
- Strengthen interdepartmental communication and collaboration by consolidating oversight roles.

CITY OF BONDURANT
JOB DESCRIPTION

Title: Captain Fire/EMS
Department: Emergency Services
FLSA: Non-Exempt
Reports to: Emergency Services Director and Assistant Chiefs

Date: 11/21/2024

PURPOSE OF POSITION / SUMMARY

This position reports to and receives general supervision from the Emergency Services Director and Assistant Chiefs, who review and evaluate work performance. The Captain Fire/EMS serves as a critical leadership role, supervising, planning, and directing daily operations, training, and fire prevention activities. Captains are responsible for overseeing personnel readiness, compliance with safety regulations, and managing emergency responses, including fire suppression, EMS operations, hazardous material incidents, and community outreach. Captains will perform the same duties as a firefighter and Paramedic, including advanced medical procedures within approved protocols. This is an hourly position with overtime paid after working 40 hours in a work week (Monday through Sunday).

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Establishes and maintains effective working relationships with staff, City officials, other fire departments, outside agencies, and the public.
2. Supervises and manages daily operations, including shift scheduling, readiness, and performance of personnel.
3. Responds to emergency incidents and serves as Incident Commander, overseeing fire suppression, EMS activities, and hazardous material mitigation until relieved by a higher-ranking officer.
4. Plans, implements, and evaluates training programs, ensuring staff meet and maintain all certifications and operational competencies.
5. Conducts fire investigations for suspicious or undetermined causes, prepares detailed reports, and testifies in court as needed.
6. Supervises fire prevention efforts, including building inspections, fire code enforcement, and community risk reduction programs.
7. Represents the department in public education initiatives, community events, and safety outreach programs.

8. Maintains and ensures proper functioning of apparatus, tools, and equipment, recommending replacements or upgrades when necessary.
9. Provides technical guidance to developers, contractors, and other stakeholders regarding fire codes, life safety systems, and hazardous materials.
10. Motivates and provides feedback to staff, addressing disciplinary matters as needed and issuing verbal or written reprimands when appropriate.
11. Participates in departmental planning, budget recommendations, and procedural updates to improve operational efficiency.
12. Ensures compliance with local, state, and federal regulations, maintaining accurate training and operational records.
13. Utilizes City technology systems for documentation, reporting, and pre-incident planning.
14. Performs other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES, CERTIFICATIONS & EXPERIENCE

- **Knowledge:**
    - Fire suppression tactics, EMS procedures, hazardous materials operations, and Incident Command System (ICS).
    - Building construction, fire codes, and fire prevention strategies.
    - Training program development and regulatory compliance.
- **Skills:**
    - Leadership, personnel supervision, and effective team management.
    - Strong oral and written communication skills, including technical reporting.
    - Proficiency in firefighting, EMS, and modern incident management tools.
- **Abilities:**
    - Make sound decisions under pressure and problem-solve in high-stress scenarios.
    - Foster collaboration with internal and external stakeholders, including the community.
    - Balance operational, administrative, and public engagement responsibilities effectively.
- **Certifications:**

    - Firefighter II, Fire Officer II, Instructor I, Hazardous Materials Operations, ICS (100, 200, 300, 400, 700).
    - Iowa Paramedic Certification or RN Exception through the Iowa Department of Public Health.
    - Driver/Operator – Pumper certification.
    - Must possess a valid driver’s license and be insurable by the City's liability insurance.
- **Experience:**
    - Minimum of 5 years of Fire/EMS experience, including increasing leadership responsibilities in operations, training, or prevention.

SUPPLEMENTAL INFORMATION

- **Physical Requirements:**
    - Ability to perform physically demanding tasks, including lifting up to 100 pounds and working in extreme conditions (heat, cold, confined spaces, hazardous materials).
- **Environmental Conditions:**
    - Regular exposure to fire hazards, toxic materials, adverse weather, and potentially dangerous situations.
- **Work Schedule:**
    - Flexible, including evenings, weekends, and emergency call-ins.
- **Job Functions:**
    - As outlined by **NFPA 1582** (National Fire Protection Association), which defines medical and physical requirements for fire service personnel.

City of Bondurant
Job Description

Title: Finance Director
Department: Finance
Range:

$123,851.16	$148,621.39	$165,134.88

FLSA: Exempt
Reports To: Assistant City Administrator/Administrative Services Director

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Purpose of Position

The Finance Director is responsible for managing the financial operations of the City of Bondurant, including financial reporting, payroll processing, and maintaining compliance with all relevant laws and regulations. This position provides strategic financial leadership to ensure the fiscal health of the City and supports the Assistant City Administrator/Administrative Services Director in the effective management of financial policies, planning, and operations.

Essential Duties and Responsibilities

The following duties are illustrative of this position and are not intended to be all-inclusive.

Financial Management

- Develop and maintain financial policies and procedures to ensure compliance with applicable laws and standards, including Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) requirements.
- Monitor the City's financial position, analyzing revenues and expenditures to provide regular financial forecasts and reports to the City Council and leadership team.
- Oversee the City’s investment and debt management programs, ensuring optimal performance and compliance with statutory requirements.

Payroll Processing

- Administer the City’s payroll processes, ensuring accurate and timely preparation and distribution of employee compensation.

- Maintain compliance with all payroll-related regulations, including tax withholding, reporting, and benefits deductions.
- Collaborate with Employee Services to resolve payroll issues and provide necessary reporting for audits and compliance.

Financial Reporting and Compliance

- Prepare and present monthly, quarterly, and annual financial reports, including the Treasurer's report, audit documents, and other required filings.
- Ensure compliance with state and federal reporting requirements, including tax filings, grant documentation, and transparency standards.
- Act as the primary liaison with external auditors, overseeing the annual audit process and responding to findings or recommendations.

Cash and Revenue Management

- Oversee accounts receivable and revenue collection processes, ensuring proper reconciliation and tracking of funds.
- Manage cash flow to ensure sufficient resources for operational needs and strategic initiatives.

Leadership and Collaboration

- Provide guidance and training to staff on financial policies, budget management, and accounting practices.
- Work collaboratively with department heads to develop financial strategies that support the City's goals and priorities.
- Support special projects and initiatives requiring financial analysis or planning.

Qualifications

Education and Experience

- Bachelor's degree in Finance, Accounting, Public Administration, or a related field.
- At least five years of progressively responsible experience in municipal finance or public sector accounting.
- Certified Public Accountant (CPA) or Certified Public Finance Officer (CPFO) designation preferred.

Knowledge, Skills, and Abilities

- Comprehensive knowledge of municipal finance practices, budgeting, and payroll processing.
- Strong analytical and problem-solving skills with the ability to interpret complex financial data.
- Familiarity with relevant software systems for accounting, payroll, and financial reporting.
- Excellent organizational skills and attention to detail to manage multiple priorities and meet deadlines.
- Strong communication and interpersonal skills to effectively present financial information to diverse audiences.

Certificates, Licenses, Registrations

- Valid driver’s license required.
- CPA or CPFO certification preferred but not required.

Physical Demands and Work Environment

- The physical demands described here are representative of those that must be met to perform the essential functions of the job. Reasonable accommodations may be made for individuals with disabilities.
    - Primarily sedentary work with occasional walking, bending, and lifting of up to 25 pounds.
    - Frequent use of a computer and other office equipment.
    - Work is typically performed in an office environment with minimal exposure to adverse conditions.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.aa.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution Approving Wage Range Adjustments for FY27

CONTACT PERSON:
Jene Jess, Assistant City Administrator

BRIEF HISTORY & ANALYSIS:

As part of the City Council's annual review of employee compensation and in accordance with the Council-approved Compensation Philosophy and Compensation Policy, staff has prepared the updated wage ranges for all City positions. The policy directs that in years when a full wage study is not conducted, the established wage ranges are to be adjusted by the Midwest Consumer Price Index as published in the Iowa League of Cities Special Budget Report. For the upcoming fiscal year, the Midwest CPI is 2.8 percent, and the wage ranges have been updated accordingly.

The proposed wage ranges reflect this 2.8 percent adjustment and are presented for Council consideration and approval. Adoption of the updated ranges ensures continued alignment with market conditions, maintains internal equity, and supports the City's commitment to competitive and transparent compensation practices.

FUNDING SOURCE: Funding sources include general property tax, road use funds, enterprise funds, and TIF revenues.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-377

CITY OF BONDURANT
RESOLUTION NO. 251215-377

A RESOLUTION APPROVING THE FISCAL YEAR 2027 WAGE RANGES FOR THE CITY OF BONDURANT

WHEREAS the City of Bondurant conducts a comprehensive wage study every three years to ensure that employee compensation aligns with market conditions, supports the City's Compensation Philosophy and Policy, and remains competitive in attracting and retaining high-quality staff; and

WHEREAS in years between comprehensive wage studies, the City applies a cost-of-living adjustment (COLA) based on the Midwest Consumer Price Index (CPI) as reported in the Iowa League of Cities Special Report, which for this year is 2.8%; and

WHEREAS the wage ranges for Fiscal Year 2027 (FY27) have been updated to reflect the results of the recent wage study and COLA adjustment; and

WHEREAS the City Council is required to review and adopt the updated wage ranges annually to maintain transparency and compliance with the City's Compensation Philosophy and Policy;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Bondurant, Iowa, that the updated wage ranges for FY27, as attached in Exhibit A, are hereby approved and adopted, effective June 15, 2026.

BE IT FURTHER RESOLVED that the City will continue to apply cost-of-living adjustments annually and conduct wage studies every three years to ensure compensation remains aligned with the City's policy objectives and market conditions.

Passed and adopted this 15th 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				

Salary Ranges
Fiscal Year 2027

Ranges effective 6/15/2026; Phone Stipends effective July 1, 2022

Position	Min A	Mid B	Max C
Emergency Medical Technician	$19.35	$23.22	$25.80
Library Circulation Assistant (Part-Time)	$17.03	$20.43	$22.70
Crossing Guard Technician	$17.27	$19.19	$21.32
Public Works Operations Technician - Seasonal	$17.27	$19.19	$21.32
Public Works Utility Technician	$19.57	$23.48	$26.09
Administrative Specialist - Front Desk	$50,117.31	$60,140.78	$66,823.09
Administrative Specialist - Utility Billing	$50,222.70	$60,267.24	$66,963.60
Youth and Teen Services Librarian	$54,677.19	$65,612.63	$72,902.92
Public Works Operations Specialist**	$55,075.84	$66,091.01	$73,434.45
Parks & Recreation Operations Specialist	$55,075.84	$66,091.01	$73,434.45
Administrative Specialist - Operations & Training	$56,327.97	$67,593.56	$75,103.96
Adult Service Librarian	$59,786.33	$71,743.59	$79,715.10
Building Inspector 1	$61,046.20	$73,255.44	$81,394.93
Communication & Events Specialist	$66,359.36	$79,631.23	$88,479.14
Fire/Advanced EMT Specialist	$63,414.16	$76,097.00	$84,552.22
Administrative Specialist - EMT	$63,414.16	$76,097.00	$84,552.22
Employee Services & Communications Specialist	$67,303.79	$80,764.54	$89,738.38
Fire/Paramedic Specialist	$69,755.58	$83,706.70	$93,007.44
Administrative Services Coordinator*	$74,929.77	$89,915.72	$99,906.36
Communication & Events Coordinator *	$66,359.36	$79,631.23	$88,479.14
Water/Wastewater Coordinator	$79,419.89	$95,303.86	$105,893.18
Associate Planner	$64,500.19	$77,400.23	$86,000.25
Lieutenant Fire/EMS Coordinator	$77,280.38	$92,736.45	$103,040.50
Senior Planner	$75,120.22	$90,144.26	$100,160.29
Assistant Library Director	$83,264.94	$99,917.93	$111,019.93
Assistant Fire Chief – Inspection Coordinator	$85,612.25	$102,734.70	$114,149.67
Assistant Fire Chief – EMS Coordinator	$103,978.63	$124,774.36	$138,638.18
Public Works Operations Coordinator*	$96,552.45	$115,862.94	$128,736.60
Economic Development Coordinator*	$80,574.25	$96,689.09	$107,432.33
Captain Fire/EMS	$97,115.58	$116,538.70	$129,487.44
City Clerk*	$91,990.74	$110,388.89	$122,654.32
Parks & Recreation Director*	$111,197.81	$133,437.38	$153,700.10
Library Director	$113,162.52	$135,795.02	$150,883.36
Community Development Director*	$127,581.64	$153,097.97	$170,108.85
Finance & Employee Services Director*	$123,851.16	$148,621.39	$165,134.88
Public Works Director*	$128,644.42	$154,373.31	$171,525.90
Emergency Services Director	$131,647.86	$157,977.43	$175,530.48
Assistant City Administrator	$138,996.03	$166,795.24	$185,328.05

*Position also receives monthly a $50 mobile phone stipend.
**Public Works Operations Specialist who handles Code Enforcement receives a stipend.
Library wage ranges are determined by the Library Board of Trustees.
City Administrator salary is determined in a contract by City Council.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.bb.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving Pay Request No. 1 to Core Construction Services, LLC for the Bondurant Parks & Recreation Event Center Facility Renovation (The Station) in the amount of $99,024.39

CONTACT PERSON:
Katie Klus, Communication & Events Coordinator

BRIEF HISTORY & ANALYSIS: The City of Bondurant entered into a construction contract with Core Construction Services, LLC for the Bondurant Parks & Recreation Event Center Facility Renovation (The Station). Work is progressing in accordance with the approved plans and schedule. The Contractor has submitted Pay Application No. 1, requesting payment for work completed through October 31, 2025.

The pay application, reviewed and certified by the project architect, includes accepted work totaling $99,024.39, reflecting completed improvements associated with early-stage renovation activities. All required documentation has been submitted, and the Architect has verified that the work is in compliance with contract requirements. Staff recommends approval of this pay application, which represents the first payment under the contract.

Approval of Pay Application No. 1 will allow the City to maintain the project's established payment schedule and support continued progress toward completion of the facility renovation.

FUNDING SOURCE: Grants, LOSST, and Bond funding, supported by TIF.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-378
2. Pay Request No. 1

CITY OF BONDURANT
RESOLUTION NO. 251215-378

RESOLUTION APPROVING PAY REQUEST NO. 1 TO CORE CONSTRUCTION SERVICES, LLC FOR THE BONDURANT PARKS & RECREATION EVENT CENTER FACILITY RENOVATION (THE STATION) PROJECT IN THE AMOUNT OF $99,024.39

WHEREAS, the City of Bondurant entered into a contract with Core Construction Services, LLC for *The Station – Parks & Recreation Event Center Facility Renovation Project*; and

WHEREAS, the Contractor has submitted Pay Request No. 1, dated October 25, 2025, for work completed through October 31, 2025; and

WHEREAS, the Architect has reviewed the application and certified that the amount of $99,024.39 is due and payable in accordance with the Contract Documents; and

WHEREAS, City staff recommends approval of Pay Request No. 1 as submitted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that Pay Request No. 1 to Core Construction Services, LLC, in the amount of Ninety-Nine Thousand Twenty-Four Dollars and Thirty-Nine Cents ($99,024.39) is hereby approved for payment.

Passed This 15th 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 (G702)

TO:	City of Bondurant 200 2nd Street NE Bondurant, IA 50035 ATTN:	PROJECT:	Bondurant Parks & Recreation Event Center Facility Renovation 101 Grant Street North Bondurant , IA 50035 CM:	Application No:	01
				App. Date:	10/25/25
FROM:	Core Construction Services, LLC 3093 NW Prairie Lane Des Moines, IA 50313	VIA ARCHITECT:	Email	Period To:	10/31/25
				Project #:	
				Contract Date:	8/25/25

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [X] OTHER
- [ ]
- [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below in connection with the **Contract Continuation Sheet, Document G703**, is attached.

1.	**ORIGINAL CONTACT SUM**		$ 2,843,299.00
2.	**Net change by Change Orders**		$ -
3.	**CONTRACT SUM TO DATE (Line 1 + 2)**		$ 2,843,299.00
4.	**TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$ 102,087.00
5.	**RETAINAGE:**		
a.	3% % of Completed Work (Column D + E on G703)	$ 3,062.61	
b.	3% % of Stored Material (Column F on G703)	$ -	
	Total Retainage (Line 5a + 5b or Total in Column I of G703)		$ 3,062.61
6.	**TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$ 99,024.39
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$ -
8.	**CURRENT PAYMENT DUE**		$ 99,024.39
9.	**BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)		$ 2,744,274.61

Change Order Summary			
		Additions	Deductions
Change Orders approved in previous months by Owner			
TOTAL		$ -	
Approved this Month			
Number	Date Approved		
		$ -	
		$ -	
TOTALS		$ -	$ -
Net change by Change Orders		$ -	$ -

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 paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Core Structural Services, LLC

By: _____ Date: 10/23/25

State of: Iowa County of: Polk

Subscribed and sworn to before me this 23 day of Oct 20 25

Notary Public: _____

My Commission expires: 4/14/26

KATHERINE L. OGLE
Commission Number 767580
My Commission Expires
April 14, 2026

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's 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 $99,024.39

(Attach explanation if amount certified differs from the amount applied for.)

By: _____ Date: 12-8-2025

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

CONTINUATION SHEET (G703)

G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest penny.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **01**
APPLICATION DATE: **10/25/25**
PERIOD TO: **10/31/25**
ARCHITECT'S PROJECT NO:

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED From Previous Application (D+E)	WORK COMPLETED This Period	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
1				-			-		-	-
2				-			-		-	-
3	10000			-			-		-	-
4		Bond	22,109	-	22,109.00		22,109.00	100.00%	-	1,105.45
5		General Conditions	258,336	-	29,404.00		29,404.00	11.38%	228,932.00	1,470.20
6	24100						-		-	-
7		Building Demo E	3,700	-			-	0.00%	3,700.00	-
8		Building Demo L	31,300	-			-	0.00%	31,300.00	-
9	33000			-			-		-	-
10		Bldg. Concrete GC's	22,370	-			-	0.00%	22,370.00	-
11		CIP Curb L	2,535	-			-	0.00%	2,535.00	-
12		CIP Curb M	1,229	-			-	0.00%	1,229.00	-
13		Drilled Piers L	2,431	-			-	0.00%	2,431.00	-
14		Drilled Piers M	1,815	-			-	0.00%	1,815.00	-
15		Formed Pier L	2,392	-			-	0.00%	2,392.00	-
16		Formed Pier M	1,297	-			-	0.00%	1,297.00	-
17		Iso. Ftg. L	2,531	-			-	0.00%	2,531.00	-
18		Iso. Ftg. M	2,776	-			-	0.00%	2,776.00	-
19		Paving L	24,034	-			-	0.00%	24,034.00	-
20		Paving M	19,168	-			-	0.00%	19,168.00	-
21		Rebar Labor	3,000	-			-	0.00%	3,000.00	-
22		Rebar Material	4,310	-			-	0.00%	4,310.00	-
23		Site Formed Curb L	6,039	-			-	0.00%	6,039.00	-
24		Site Formed Curb M	5,240	-			-	0.00%	5,240.00	-
25		Site Ftg. L	2,509	-			-	0.00%	2,509.00	-
26		Site Ftg. M	3,790	-			-	0.00%	3,790.00	-
27		Site Wall L	2,468	-			-	0.00%	2,468.00	-
28		Site Wall M	1,231	-			-	0.00%	1,231.00	-
29		SOG L	3,229	-			-	0.00%	3,229.00	-
30		SOG M	7,387	-			-	0.00%	7,387.00	-
31		Stoops L	2,498	-			-	0.00%	2,498.00	-
32		Stoops M	2,671	-			-	0.00%	2,671.00	-
33		Trench Ftg. L	5,566	-			-	0.00%	5,566.00	-
34		Trench Ftg. M	8,912	-			-	0.00%	8,912.00	-
35		Walks L	18,431	-			-	0.00%	18,431.00	-
36		Walks M	25,570	-			-	0.00%	25,570.00	-
37	42000			-			-		-	-
38		Masonry Labor	9,880	-			-	0.00%	9,880.00	-
39		Masonry Material	4,545	-			-	0.00%	4,545.00	-
40	51200			-			-		-	-
41		Misc Steel Labor	14,000	-			-	0.00%	14,000.00	-

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED From Previous Application (D+E)	WORK COMPLETED This Period	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
42		Steel Labor	31,000	-			-	0.00%	31,000.00	-
43		Steel Material	95,000	-			-	0.00%	95,000.00	-
44	61000			-			-		-	-
45		Rough Carpentry L	9,826	-			-	0.00%	9,826.00	-
46		Rough Carpentry M	6,528	-			-	0.00%	6,528.00	-
47	64100			-			-		-	-
48		Milwork Labor	13,402				-	0.00%	13,402.00	-
49		Milwork Material	19,380	-			-	0.00%	19,380.00	-
50	72500			-			-		-	-
51		Weather Barriers L	1,770	-			-	0.00%	1,770.00	-
52		Weather Barriers M	675	-			-	0.00%	675.00	-
53	74213			-			-		-	-
54		Metal Wall Panels L	11,144	-			-	0.00%	11,144.00	-
55		Metal Wall Panels M	10,485	-			-	0.00%	10,485.00	-
56	74213.23			-			-		-	-
57		Metal Panel Install	9,993	-			-	0.00%	9,993.00	-
58	75400			-			-		-	-
59		Membrane Roof L	3,878	-			-	0.00%	3,878.00	-
60		Membrane Roof M	2,883	-			-	0.00%	2,883.00	-
61	79200			-			-		-	-
62		Joint Sealants L	3,133	-			-	0.00%	3,133.00	-
63		Joint Sealants M	922	-			-	0.00%	922.00	-
64	81100			-			-		-	-
65		Door & HW Labor	4,096	-			-	0.00%	4,096.00	-
66		Door Frame Labor	3,968	-			-	0.00%	3,968.00	-
67		Door Frame Material	17,780	-			-	0.00%	17,780.00	-
68	81416			-			-		-	-
69		Wood Door Material	7,223	-			-	0.00%	7,223.00	-
70	83100			-			-		-	-
71		Access Doors	750	-			-	0.00%	750.00	-
72	83223			-			-		-	-
73		Sliding Glazed I	2,925	-			-	0.00%	2,925.00	-
74		Sliding Glazed M	21,365	-			-	0.00%	21,365.00	-
75	83313			-			-		-	-
76		Coiling Door L	800	-			-	0.00%	800.00	-
77		Coiling Door M	5,300	-			-	0.00%	5,300.00	-
78		Coiling Door SD	500	-			-	0.00%	500.00	-
79	84313			-			-		-	-
80		Alum Storefront OH	17,719	-			-	0.00%	17,719.00	-
81		Alum Storefront PM	10,632	-			-	0.00%	10,632.00	-
82		Distrubution	2,681	-			-	0.00%	2,681.00	-
83		Engineering	13,924	-			-	0.00%	13,924.00	-
84		Equipment	10,771	-			-	0.00%	10,771.00	-
85		Fabrication	21,518	-			-	0.00%	21,518.00	-
86		Layout	5,200	-			-	0.00%	5,200.00	-
87		Moblization	3,544	-			-	0.00%	3,544.00	-
88		Storefront Glass I	894	-			-	0.00%	894.00	-
89		Storefront Install	4,631	-			-	0.00%	4,631.00	-

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED From Previous Application (D+E)	WORK COMPLETED This Period	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
90		Storefront Material	6,042	-			-	0.00%	6,042.00	-
91	84413			-			-		-	-
92		Curtainwall Glass I	7,962	-			-	0.00%	7,962.00	-
93		Curtainwall Install	44,520	-			-	0.00%	44,520.00	-
94		Curtainwall Material	89,798	-			-	0.00%	89,798.00	-
95	87100			-			-		-	-
96		Door HW Material	61,997	-			-	0.00%	61,997.00	-
97	88000			-			-		-	-
98		Glazing Install	1,218	-			-	0.00%	1,218.00	-
99		Glazing Material	3,237	-			-	0.00%	3,237.00	-
100	92116			-			-		-	-
101		Gyp Bd Assemb GC's	37,435	-			-	0.00%	37,435.00	-
102		Gyp Ceiling L	3,051	-			-	0.00%	3,051.00	-
103		Gyp Ceiling M	6,520	-			-	0.00%	6,520.00	-
104		Gyp Int. Wall L	47,461	-			-	0.00%	47,461.00	-
105		Gyp Int. Wall M	59,203	-			-	0.00%	59,203.00	-
106	93000			-			-		-	-
107		Tile Labor	6,383	-			-	0.00%	6,383.00	-
108		Tile Material	3,721	-			-	0.00%	3,721.00	-
109	95100			-			-		-	-
110		ACT Labor	6,017	-			-	0.00%	6,017.00	-
111		ACT Material	6,205	-			-	0.00%	6,205.00	-
112		Gyp Bulkhead L	14,821	-			-	0.00%	14,821.00	-
113		Gyp Bulkhead M	11,707	-			-	0.00%	11,707.00	-
114	96500			-			-		-	-
115		Base Labor	1,628	-			-	0.00%	1,628.00	-
116		Base Mateiral	3,899	-			-	0.00%	3,899.00	-
117		LVT Labor	8,716	-			-	0.00%	8,716.00	-
118		LVT Material	25,848	-			-	0.00%	25,848.00	-
119	96813			-			-		-	-
120		Carpet Labor	943	-			-	0.00%	943.00	-
121		Carpet Material	5,420	-			-	0.00%	5,420.00	-
122	98430			-			-		-	-
123		Baffles L	8,012	-			-	0.00%	8,012.00	-
124		Baffles M	16,560	-			-	0.00%	16,560.00	-
125	99000			-			-		-	-
126		Paint Labor	18,880	-			-	0.00%	18,880.00	-
127		Paint Material	10,084	-			-	0.00%	10,084.00	-
128	033500			-			-		-	-
129		Concrete sealer	1,200	-			-	0.00%	1,200.00	-
130		Concrete Topping L	13,000	-			-	0.00%	13,000.00	-
131		Concrete Topping M	29,900	-			-	0.00%	29,900.00	-
132	100000			-			-		-	-
133		Specialties Labor	14,184	-			-	0.00%	14,184.00	-
134	101400			-			-		-	-
135		6" Vinyl Labor	300	-			-	0.00%	300.00	-
136		6" Vinyl Material	400	-			-	0.00%	400.00	-
137		8" Vinyl Labor	150	-			-	0.00%	150.00	-

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED From Previous Application (D+E)	WORK COMPLETED This Period	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
138		8" Vinyl Material	100	-			-	0.00%	100.00	-
139		Channel Letter L	4,000	-			-	0.00%	4,000.00	-
140		Channel Letter M	11,800	-			-	0.00%	11,800.00	-
141		Plaque Labor	300	-			-	0.00%	300.00	-
142		Plaque Materials	1,428	-			-	0.00%	1,428.00	-
143		Restroom Sign L	450	-			-	0.00%	450.00	-
144		Restroom Sign M	648	-			-	0.00%	648.00	-
145		Room ID Sign L	1,800	-			-	0.00%	1,800.00	-
146		Room ID Sign M	1,368	-			-	0.00%	1,368.00	-
147	102113			-			-		-	-
148		Toilet Compart M	20,350	-			-	0.00%	20,350.00	-
149	102226			-			-		-	-
150		Operable Part SD	2,800	-			-	0.00%	2,800.00	-
151		Operable Partition L	4,700	-			-	0.00%	4,700.00	-
152		Operable Partition M	33,000	-			-	0.00%	33,000.00	-
153	102600			-			-		-	-
154		Wall and CG M	1,275	-			-	0.00%	1,275.00	-
155	104400			-			-		-	-
156		Fire Extinguishers M	985	-			-	0.00%	985.00	-
157	107316.33			-			-		-	-
158		Film Material	10,988	-			-	0.00%	10,988.00	-
159		Glazed Canopie I	5,687	-			-	0.00%	5,687.00	-
160		Glazed Canopies M	24,637	-			-	0.00%	24,637.00	-
161		Panels Material	34,504	-			-	0.00%	34,504.00	-
162	111810			-			-		-	-
163		Keybox M	975	-			-	0.00%	975.00	-
164	122413			-			-		-	-
165		Roller Shades L	3,586	-			-	0.00%	3,586.00	-
166		Roller Shades M	21,966	-			-	0.00%	21,966.00	-
167	129300			-			-		-	-
168		Bike Racks	2,500	-			-	0.00%	2,500.00	-
169	210000			-			-		-	-
170		Fire Sprinkler L	19,409	-			-	0.00%	19,409.00	-
171		Fire Sprinkler M	16,591	-			-	0.00%	16,591.00	-
172	220000			-			-		-	-
173		Demo Labor	15,034	-			-	0.00%	15,034.00	-
174		Plumbing Labor	74,000	-			-	0.00%	74,000.00	-
175		Plumbing Material	49,800	-			-	0.00%	49,800.00	-
176		Submittals	39,419	-	3,411.00		3,411.00	8.65%	36,008.00	170.55
177	230000			-			-		-	-
178		Controls Labor	18,970	-			-	0.00%	18,970.00	-
179		Controls Material	10,510	-			-	0.00%	10,510.00	-
180		Duct Accessories L	5,766	-			-	0.00%	5,766.00	-
181		Duct Accessories M	16,297	-			-	0.00%	16,297.00	-
182		Ductwork Labor	9,532	-			-	0.00%	9,532.00	-
183		Ductwork Material	22,063	-			-	0.00%	22,063.00	-
184		Equipment L	7,198	-			-	0.00%	7,198.00	-
185		Equipment M	137,598	-			-	0.00%	137,598.00	-

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED From Previous Application (D+E)	WORK COMPLETED This Period	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
186		Fan,Grill,Louver L	1,948	-			-	0.00%	1,948.00	-
187		Fan,Grill,Louver M	12,584	-			-	0.00%	12,584.00	-
188		Insulation Labor	15,450	-			-	0.00%	15,450.00	-
189		Insulation Material	7,850	-			-	0.00%	7,850.00	-
190		Rental Equipment	9,022	-			-	0.00%	9,022.00	-
191		Shop Drawings	11,659	-	4,163.00		4,163.00	35.71%	7,496.00	208.15
192		TAB Labor	3,400	-			-	0.00%	3,400.00	-
193		TAB Material	900	-			-	0.00%	900.00	-
194	260050			-			-		-	-
195		Common Work L	3,520	-			-	0.00%	3,520.00	-
196		Hangers and Supp L	1,760	-			-	0.00%	1,760.00	-
197		Hangers and Supp M	385	-			-	0.00%	385.00	-
198	260090			-			-		-	-
199		Electrical Demo L	4,290	-			-	0.00%	4,290.00	-
200	260519			-			-		-	-
201		Power L	19,800	-			-	0.00%	19,800.00	-
202		Power M	9,917	-			-	0.00%	9,917.00	-
203	260526			-			-		-	-
204		Grounding L	660	-			-	0.00%	660.00	-
205		Grounding M	545	-			-	0.00%	545.00	-
206	260553			-			-		-	-
207		ID Electrical Sys L	440	-			-	0.00%	440.00	-
208		ID Electrical Sys M	180	-			-	0.00%	180.00	-
209	260533.13			-			-		-	-
210		Raceway L	41,800	-			-	0.00%	41,800.00	-
211		Raceway M	8,650	-			-	0.00%	8,650.00	-
212	260533.16			-			-		-	-
213		Boxes L	1,320	-			-	0.00%	1,320.00	-
214		Boxes M	560	-			-	0.00%	560.00	-
215	260923			-			-		-	-
216		Lighting Control L	5,830	-			-	0.00%	5,830.00	-
217		Lighting Control M	9,405	-			-	0.00%	9,405.00	-
218	262416			-			-		-	-
219		Panelboard L	2,860	-			-	0.00%	2,860.00	-
220		Panelboard M	22,300	-			-	0.00%	22,300.00	-
221	262726			-			-		-	-
222		Wiring Devices L	6,600	-			-	0.00%	6,600.00	-
223		Wiring Devices M	1,950	-			-	0.00%	1,950.00	-
224	262816.16			-			-		-	-
225		Enclosed Switches L	550	-			-	0.00%	550.00	-
226		Enclosed Switches M	1,525	-			-	0.00%	1,525.00	-
227	263600			-			-		-	-
228		Transfer Switch L	440	-			-	0.00%	440.00	-
229		Transfer Switch M	3,225	-			-	0.00%	3,225.00	-
230	264300			-			-		-	-
231		Surge Device L	110	-			-	0.00%	110.00	-
232		Surge Device M	1,950	-			-	0.00%	1,950.00	-
233	265100			-			-		-	-

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED From Previous Application (D+E)	WORK COMPLETED This Period	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
234		Int. Lighting L	13,640	-			-	0.00%	13,640.00	-
235		Int. Lighting M	49,803	-			-	0.00%	49,803.00	-
236	265600			-			-		-	-
237		Ext. Lighting L	1,760	-			-	0.00%	1,760.00	-
238		Ext. Lighting M	9,896	-			-	0.00%	9,896.00	-
239	271000			-			-		-	-
240		Struc Cable M	26,000	-			-	0.00%	26,000.00	-
241	274100			-			-		-	-
242		AV material	63,000	-			-	0.00%	63,000.00	-
243	281300			-			-		-	-
244		Security Material	61,016	-			-	0.00%	61,016.00	-
245	284600			-			-		-	-
246		Fire Alarm Material	11,285	-			-	0.00%	11,285.00	-
247	310000			-			-		-	-
248		Aggregate - Material	14,500	-			-	0.00%	14,500.00	-
249		Amended soils - Labo	3,000	-			-	0.00%	3,000.00	-
250		Amended Soils - Mate	6,000	-			-	0.00%	6,000.00	-
251		Demo - Labor	18,500	-	10,500.00		10,500.00	56.76%	8,000.00	525.00
252		Mobilization	2,000	-			-	0.00%	2,000.00	-
253		Rough grade - Labor	3,500	-			-	0.00%	3,500.00	-
254		Site grading - Labor	21,000	-			-	0.00%	21,000.00	-
255		Strip site and pile	2,000	-			-	0.00%	2,000.00	-
256	321723			-			-		-	-
257		Pavement Markings	12,019	-			-	0.00%	12,019.00	-
258	329300			-			-		-	-
259		Landscape Labor	22,766	-			-	0.00%	22,766.00	-
260		Landscape Material	23,614	-			-	0.00%	23,614.00	-
261		Landscape Pavers	13,125	-			-	0.00%	13,125.00	-
262		Landscape Temp Water	2,500	-			-	0.00%	2,500.00	-
263		Lime Stone Blocks	8,865	-			-	0.00%	8,865.00	-
264		MOBILE PLANTERS	42,790	-			-	0.00%	42,790.00	-
265		Paver Sub-Base Matei	15,840	-			-	0.00%	15,840.00	-
266	330000			-			-		-	-
267		Utilities - Labor	25,000	-	10,000.00		10,000.00	40.00%	15,000.00	500.00
268		Utilities - Material	42,500	-	22,500.00		22,500.00	52.94%	20,000.00	1,125.00
269				-			-		-	-
270				-			-		-	-
521				-			-		-	-
		TOTAL Scheduled Values	$ 2,843,299.00	$ -	$ 102,087.00	$ -	$ 102,087.00	3.59%	$ 2,741,212.00	$ 5,104.35

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.cc.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving Pay Request No. 2 to Core Construction Services, LLC for the Bondurant Parks & Recreation Event Center Facility Renovation (The Station) in the amount of $99,024.39

CONTACT PERSON:
Katie Klus, Communication & Events Coordinator

BRIEF HISTORY & ANALYSIS: Core Construction Services, LLC is under contract with the City of Bondurant for the Bondurant Parks & Recreation Event Center Facility Renovation Project. The contractor has submitted Pay Request No. 2, dated November 25, 2025, requesting payment in the amount of $99,024.39 for work completed and materials stored through the current billing period.

The project architect has reviewed and approved the pay request as consistent with work completed to date. Staff has also reviewed the request and determined that progress on the project aligns with the quantities and values reflected in the request.

Pay Request No. 2 represents continued progress on the renovation work, and approval will allow the City to remain in compliance with the contracted payment schedule and ensure timely progress of the project.

Staff recommends approval.

FUNDING SOURCE: Grants, LOSST, and Bonds, supported by TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-379
2. Pay Request No. 2

CITY OF BONDURANT
RESOLUTION NO. 251215-379

RESOLUTION APPROVING PAY REQUEST NO. 2 TO CORE CONSTRUCTION SERVICES, LLC FOR THE BONDURANT PARKS & RECREATION EVENT CENTER FACILITY RENOVATION (THE STATION) PROJECT IN THE AMOUNT OF $99,024.39

WHEREAS, the City of Bondurant entered into a contract with Core Construction Services, LLC for *The Station – Parks & Recreation Event Center Facility Renovation Project*; and

WHEREAS, the Contractor has submitted Pay Request No. 2, dated November 25, 2025, for work completed through November 30, 2025; and

WHEREAS, the Architect has reviewed the application and certified that the amount of $99,024.39 is due and payable in accordance with the Contract Documents; and

WHEREAS, City staff recommends approval of Pay Request No. 2 as submitted.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that Pay Request No. 2 to Core Construction Services, LLC, in the amount of Ninety-Nine Thousand Twenty-Four Dollars and Thirty-Nine Cents ($99,024.39) is hereby approved for payment.

Passed This 15th 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 (G702)

TO:	City of Bondurant 200 2nd Street NE Bondurant, IA 50035 ATTN:	PROJECT:	Bondurant Parks & Recreation Event Center Facility Renovation 101 Grant Street North Bondurant , IA 50035 CM:	Application No:	02	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☒ OTHER ☐ ☐
FROM:	Core Construction Services, LLC 3093 NW Prairie Lane Des Moines, IA 50313	VIA ARCHITECT:	Email	App. Date:	11/25/25	
				Period To:	11/30/25	
				Project #:		
				Contract Date:	8/25/25	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below in connection with the **Contract Continuation Sheet, Document G703**, is attached.

1.	**ORIGINAL CONTACT SUM**		$	2,843,299.00
2.	**Net change by Change Orders**		$	-
3.	**CONTRACT SUM TO DATE (Line 1 + 2)**		$	2,843,299.00
4.	**TOTAL COMPLETED & STORED TO DATE** (Column G on G703)		$	324,605.00
5.	**RETAINAGE:**			
a.	3% % of Completed Work (Column D + E on G703)	$ 7,795.65		
b.	3% % of Stored Material (Column F on G703)	$ 1,942.50		
	Total Retainage (Line 5a + 5b or Total in Column I of G703)		$	9,738.15
6.	**TOTAL EARNED LESS RETAINAGE** (Line 4 less Line 5 Total)		$	314,866.85
7.	**LESS PREVIOUS CERTIFICATES FOR PAYMENT** (Line 6 from prior Certificate)		$	99,024.39
8.	**CURRENT PAYMENT DUE**		$	215,842.46
9.	**BALANCE TO FINISH, PLUS RETAINAGE** (Line 3 less Line 6)		$	2,528,432.15

Change Order Summary			
	Additions	Deductions	
Change Orders approved in previous months by Owner			
TOTAL	$ -		
Approved this Month			
Number / Date Approved			
	$ -		
	$ -		
TOTALS	$ -	$ -	
Net change by Change Orders	$ -	$ -	

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 paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Core Structural Services, LLC

By: _____ Date: 11/24/25

State of: Iowa County of: Polk

Subscribed and sworn to before me this 24 day of Nov, 2025

Notary Public: _____

My Commission expires: 4/14/26

KATHERINE L. OGLE
Commission Number 767580
My Commission Expires
April 14, 2026

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the date comprising the above application, the Architect certifies to the Owner that to the best of the Architect's 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 $99,024.39

(Attach explanation if amount certified differs from the amount applied for.)

By: _____ Date: 12-8-2025

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

CONTINUATION SHEET (G703)

G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest penny.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: **02**
APPLICATION DATE: **11/25/25**
PERIOD TO: **11/30/25**
ARCHITECT'S PROJECT NO:

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED From Previous Application (D+E)	WORK COMPLETED This Period	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
1				-			-		-	-
2				-			-		-	-
3	10000			-			-		-	-
4		Bond	22,109	22,109.00			22,109.00	100.00%	-	1,105.45
5		General Conditions	258,336	29,404.00	25,725.00		55,129.00	21.34%	203,207.00	2,756.45
6	24100			-			-		-	-
7		Building Demo E	3,700	-	3,700.00		3,700.00	100.00%	-	185.00
8		Building Demo L	31,300	-	26,300.00		26,300.00	84.03%	5,000.00	1,315.00
9	33000			-			-		-	-
10		Bldg. Concrete GC's	22,370	-			-	0.00%	22,370.00	-
11		CIP Curb L	2,535	-			-	0.00%	2,535.00	-
12		CIP Curb M	1,229	-			-	0.00%	1,229.00	-
13		Drilled Piers L	2,431	-			-	0.00%	2,431.00	-
14		Drilled Piers M	1,815	-			-	0.00%	1,815.00	-
15		Formed Pier L	2,392	-			-	0.00%	2,392.00	-
16		Formed Pier M	1,297	-			-	0.00%	1,297.00	-
17		Iso. Ftg. L	2,531	-			-	0.00%	2,531.00	-
18		Iso. Ftg. M	2,776	-			-	0.00%	2,776.00	-
19		Paving L	24,034	-			-	0.00%	24,034.00	-
20		Paving M	19,168	-			-	0.00%	19,168.00	-
21		Rebar Labor	3,000	-			-	0.00%	3,000.00	-
22		Rebar Material	4,310	-	4,310.00		4,310.00	100.00%	-	215.50
23		Site Formed Curb L	6,039	-			-	0.00%	6,039.00	-
24		Site Formed Curb M	5,240	-			-	0.00%	5,240.00	-
25		Site Ftg. L	2,509	-			-	0.00%	2,509.00	-
26		Site Ftg. M	3,790	-			-	0.00%	3,790.00	-
27		Site Wall L	2,468	-			-	0.00%	2,468.00	-
28		Site Wall M	1,231	-			-	0.00%	1,231.00	-
29		SOG L	3,229	-			-	0.00%	3,229.00	-
30		SOG M	7,387	-			-	0.00%	7,387.00	-
31		Stoops L	2,498	-			-	0.00%	2,498.00	-
32		Stoops M	2,671	-			-	0.00%	2,671.00	-
33		Trench Ftg. L	5,566	-			-	0.00%	5,566.00	-
34		Trench Ftg. M	8,912	-			-	0.00%	8,912.00	-
35		Walks L	18,431	-			-	0.00%	18,431.00	-
36		Walks M	25,570	-			-	0.00%	25,570.00	-
37	42000			-			-		-	-
38		Masonry Labor	9,880	-			-	0.00%	9,880.00	-
39		Masonry Material	4,545	-			-	0.00%	4,545.00	-
40	51200			-			-		-	-
41		Misc Steel Labor	14,000	-			-	0.00%	14,000.00	-

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED From Previous Application (D+E)	WORK COMPLETED This Period	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
42		Steel Labor	31,000	-			-	0.00%	31,000.00	-
43		Steel Material	95,000	-		64,750.00	64,750.00	68.16%	30,250.00	3,237.50
44	61000			-			-		-	-
45		Rough Carpentry L	9,826	-			-	0.00%	9,826.00	-
46		Rough Carpentry M	6,528	-			-	0.00%	6,528.00	-
47	64100			-			-		-	-
48		Milwork Labor	13,402	-			-	0.00%	13,402.00	-
49		Milwork Material	19,380	-			-	0.00%	19,380.00	-
50	72500			-			-		-	-
51		Weather Barriers L	1,770	-			-	0.00%	1,770.00	-
52		Weather Barriers M	675	-			-	0.00%	675.00	-
53	74213			-			-		-	-
54		Metal Wall Panels L	11,144	-			-	0.00%	11,144.00	-
55		Metal Wall Panels M	10,485	-			-	0.00%	10,485.00	-
56	74213.23			-			-		-	-
57		Metal Panel Install	9,993	-			-	0.00%	9,993.00	-
58	75400			-			-		-	-
59		Membrane Roof L	3,878	-			-	0.00%	3,878.00	-
60		Membrane Roof M	2,883	-			-	0.00%	2,883.00	-
61	79200			-			-		-	-
62		Joint Sealants L	3,133	-			-	0.00%	3,133.00	-
63		Joint Sealants M	922	-			-	0.00%	922.00	-
64	81100			-			-		-	-
65		Door & HW Labor	4,096	-			-	0.00%	4,096.00	-
66		Door Frame Labor	3,968	-			-	0.00%	3,968.00	-
67		Door Frame Material	17,780	-			-	0.00%	17,780.00	-
68	81416			-			-		-	-
69		Wood Door Material	7,223	-			-	0.00%	7,223.00	-
70	83100			-			-		-	-
71		Access Doors	750	-			-	0.00%	750.00	-
72	83223			-			-		-	-
73		Sliding Glazed I	2,925	-			-	0.00%	2,925.00	-
74		Sliding Glazed M	21,365	-			-	0.00%	21,365.00	-
75	83313			-			-		-	-
76		Coiling Door L	800	-			-	0.00%	800.00	-
77		Coiling Door M	5,300	-			-	0.00%	5,300.00	-
78		Coiling Door SD	500	-	500.00		500.00	100.00%	-	25.00
79	84313			-			-		-	-
80		Alum Storefront OH	17,719	-	3,544.00		3,544.00	20.00%	14,175.00	177.20
81		Alum Storefront PM	10,632	-	2,127.00		2,127.00	20.01%	8,505.00	106.35
82		Distrubution	2,681	-			-	0.00%	2,681.00	-
83		Engineering	13,924	-	13,924.00		13,924.00	100.00%	-	696.20
84		Equipment	10,771	-			-	0.00%	10,771.00	-
85		Fabrication	21,518	-			-	0.00%	21,518.00	-
86		Layout	5,200	-			-	0.00%	5,200.00	-
87		Moblization	3,544	-			-	0.00%	3,544.00	-
88		Storefront Glass I	894	-			-	0.00%	894.00	-
89		Storefront Install	4,631	-			-	0.00%	4,631.00	-

A		B	C	D	E	F	G	%	H	I
ITEM NO	Division	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED From Previous Application (D+E)	WORK COMPLETED This Period	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
90		Storefront Material	6,042	-			-	0.00%	6,042.00	-
91	84413			-			-		-	-
92		Curtainwall Glass I	7,962	-			-	0.00%	7,962.00	-
93		Curtainwall Install	44,520	-			-	0.00%	44,520.00	-
94		Curtainwall Material	89,798	-			-	0.00%	89,798.00	-
95	87100			-			-		-	-
96		Door HW Material	61,997	-			-	0.00%	61,997.00	-
97	88000			-			-		-	-
98		Glazing Install	1,218	-			-	0.00%	1,218.00	-
99		Glazing Material	3,237	-			-	0.00%	3,237.00	-
100	92116			-			-		-	-
101		Gyp Bd Assemb GC's	37,435	-			-	0.00%	37,435.00	-
102		Gyp Ceiling L	3,051	-			-	0.00%	3,051.00	-
103		Gyp Ceiling M	6,520	-			-	0.00%	6,520.00	-
104		Gyp Int. Wall L	47,461	-			-	0.00%	47,461.00	-
105		Gyp Int. Wall M	59,203	-			-	0.00%	59,203.00	-
106	93000			-			-		-	-
107		Tile Labor	6,383	-			-	0.00%	6,383.00	-
108		Tile Material	3,721	-			-	0.00%	3,721.00	-
109	95100			-			-		-	-
110		ACT Labor	6,017	-			-	0.00%	6,017.00	-
111		ACT Material	6,205	-			-	0.00%	6,205.00	-
112		Gyp Bulkhead L	14,821	-			-	0.00%	14,821.00	-
113		Gyp Bulkhead M	11,707	-			-	0.00%	11,707.00	-
114	96500			-			-		-	-
115		Base Labor	1,628	-			-	0.00%	1,628.00	-
116		Base Mateiral	3,899	-			-	0.00%	3,899.00	-
117		LVT Labor	8,716	-			-	0.00%	8,716.00	-
118		LVT Material	25,848	-			-	0.00%	25,848.00	-
119	96813			-			-		-	-
120		Carpet Labor	943	-			-	0.00%	943.00	-
121		Carpet Material	5,420	-			-	0.00%	5,420.00	-
122	98430			-			-		-	-
123		Baffles L	8,012	-			-	0.00%	8,012.00	-
124		Baffles M	16,560	-			-	0.00%	16,560.00	-
125	99000			-			-		-	-
126		Paint Labor	18,880	-			-	0.00%	18,880.00	-
127		Paint Material	10,084	-			-	0.00%	10,084.00	-
128	033500			-			-		-	-
129		Concrete sealer	1,200	-			-	0.00%	1,200.00	-
130		Concrete Topping L	13,000	-			-	0.00%	13,000.00	-
131		Concrete Topping M	29,900	-			-	0.00%	29,900.00	-
132	100000			-			-		-	-
133		Specialties Labor	14,184	-			-	0.00%	14,184.00	-
134	101400			-			-		-	-
135		6" Vinyl Labor	300	-			-	0.00%	300.00	-
136		6" Vinyl Material	400	-			-	0.00%	400.00	-
137		8" Vinyl Labor	150	-			-	0.00%	150.00	-

A		B	C	D	E	F	G	%	H	I
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138		8" Vinyl Material	100	-			-	0.00%	100.00	-
139		Channel Letter L	4,000	-			-	0.00%	4,000.00	-
140		Channel Letter M	11,800	-			-	0.00%	11,800.00	-
141		Plaque Labor	300	-			-	0.00%	300.00	-
142		Plaque Materials	1,428	-			-	0.00%	1,428.00	-
143		Restroom Sign L	450	-			-	0.00%	450.00	-
144		Restroom Sign M	648	-			-	0.00%	648.00	-
145		Room ID Sign L	1,800	-			-	0.00%	1,800.00	-
146		Room ID Sign M	1,368	-			-	0.00%	1,368.00	-
147	102113			-			-		-	-
148		Toilet Compart M	20,350	-			-	0.00%	20,350.00	-
149	102226			-			-		-	-
150		Operable Part SD	2,800	-	2,800.00		2,800.00	100.00%	-	140.00
151		Operable Partition L	4,700	-			-	0.00%	4,700.00	-
152		Operable Partition M	33,000	-			-	0.00%	33,000.00	-
153	102600			-			-		-	-
154		Wall and CG M	1,275	-			-	0.00%	1,275.00	-
155	104400			-			-		-	-
156		Fire Extinguishers M	985	-			-	0.00%	985.00	-
157	107316.33			-			-		-	-
158		Film Material	10,988	-			-	0.00%	10,988.00	-
159		Glazed Canopie I	5,687	-			-	0.00%	5,687.00	-
160		Glazed Canopies M	24,637	-			-	0.00%	24,637.00	-
161		Panels Material	34,504	-			-	0.00%	34,504.00	-
162	111810			-			-		-	-
163		Keybox M	975	-			-	0.00%	975.00	-
164	122413			-			-		-	-
165		Roller Shades L	3,586	-			-	0.00%	3,586.00	-
166		Roller Shades M	21,966	-			-	0.00%	21,966.00	-
167	129300			-			-		-	-
168		Bike Racks	2,500	-			-	0.00%	2,500.00	-
169	210000			-			-		-	-
170		Fire Sprinkler L	19,409	-			-	0.00%	19,409.00	-
171		Fire Sprinkler M	16,591	-			-	0.00%	16,591.00	-
172	220000			-			-		-	-
173		Demo Labor	15,034	-	13,418.00		13,418.00	89.25%	1,616.00	670.90
174		Plumbing Labor	74,000	-	8,400.00		8,400.00	11.35%	65,600.00	420.00
175		Plumbing Material	49,800	-			-	0.00%	49,800.00	-
176		Submittals	39,419	3,411.00	15,441.00		18,852.00	47.82%	20,567.00	942.60
177	230000			-			-		-	-
178		Controls Labor	18,970	-			-	0.00%	18,970.00	-
179		Controls Material	10,510	-			-	0.00%	10,510.00	-
180		Duct Accessories L	5,766	-	912.00		912.00	15.82%	4,854.00	45.60
181		Duct Accessories M	16,297	-	3,488.00		3,488.00	21.40%	12,809.00	174.40
182		Ductwork Labor	9,532	-	2,001.00		2,001.00	20.99%	7,531.00	100.05
183		Ductwork Material	22,063	-	5,197.00		5,197.00	23.56%	16,866.00	259.85
184		Equipment L	7,198	-			-	0.00%	7,198.00	-
185		Equipment M	137,598	-			-	0.00%	137,598.00	-

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186		Fan,Grill,Louver L	1,948	-			-	0.00%	1,948.00	-
187		Fan,Grill,Louver M	12,584	-			-	0.00%	12,584.00	-
188		Insulation Labor	15,450	-			-	0.00%	15,450.00	-
189		Insulation Material	7,850	-			-	0.00%	7,850.00	-
190		Rental Equipment	9,022	-			-	0.00%	9,022.00	-
191		Shop Drawings	11,659	4,163.00	3,981.00		8,144.00	69.85%	3,515.00	407.20
192		TAB Labor	3,400	-			-	0.00%	3,400.00	-
193		TAB Material	900	-			-	0.00%	900.00	-
194	260050			-			-		-	-
195		Common Work L	3,520	-			-	0.00%	3,520.00	-
196		Hangers and Supp L	1,760	-			-	0.00%	1,760.00	-
197		Hangers and Supp M	385	-			-	0.00%	385.00	-
198	260090			-			-		-	-
199		Electrical Demo L	4,290	-			-	0.00%	4,290.00	-
200	260519			-			-		-	-
201		Power L	19,800	-			-	0.00%	19,800.00	-
202		Power M	9,917	-			-	0.00%	9,917.00	-
203	260526			-			-		-	-
204		Grounding L	660	-			-	0.00%	660.00	-
205		Grounding M	545	-			-	0.00%	545.00	-
206	260553			-			-		-	-
207		ID Electrical Sys L	440	-			-	0.00%	440.00	-
208		ID Electrical Sys M	180	-			-	0.00%	180.00	-
209	260533.13			-			-		-	-
210		Raceway L	41,800	-			-	0.00%	41,800.00	-
211		Raceway M	8,650	-			-	0.00%	8,650.00	-
212	260533.16			-			-		-	-
213		Boxes L	1,320	-			-	0.00%	1,320.00	-
214		Boxes M	560	-			-	0.00%	560.00	-
215	260923			-			-		-	-
216		Lighting Control L	5,830	-			-	0.00%	5,830.00	-
217		Lighting Control M	9,405	-			-	0.00%	9,405.00	-
218	262416			-			-		-	-
219		Panelboard L	2,860	-			-	0.00%	2,860.00	-
220		Panelboard M	22,300	-			-	0.00%	22,300.00	-
221	262726			-			-		-	-
222		Wiring Devices L	6,600	-			-	0.00%	6,600.00	-
223		Wiring Devices M	1,950	-			-	0.00%	1,950.00	-
224	262816.16			-			-		-	-
225		Enclosed Switches L	550	-			-	0.00%	550.00	-
226		Enclosed Switches M	1,525	-			-	0.00%	1,525.00	-
227	263600			-			-		-	-
228		Transfer Switch L	440	-			-	0.00%	440.00	-
229		Transfer Switch M	3,225	-			-	0.00%	3,225.00	-
230	264300			-			-		-	-
231		Surge Device L	110	-			-	0.00%	110.00	-
232		Surge Device M	1,950	-			-	0.00%	1,950.00	-
233	265100			-			-		-	-

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234		Int. Lighting L	13,640	-			-	0.00%	13,640.00	-
235		Int. Lighting M	49,803	-			-	0.00%	49,803.00	-
236	265600			-			-		-	-
237		Ext. Lighting L	1,760	-			-	0.00%	1,760.00	-
238		Ext. Lighting M	9,896	-			-	0.00%	9,896.00	-
239	271000			-			-		-	-
240		Struc Cable M	26,000	-			-	0.00%	26,000.00	-
241	274100			-			-		-	-
242		AV material	63,000	-			-	0.00%	63,000.00	-
243	281300			-			-		-	-
244		Security Material	61,016	-			-	0.00%	61,016.00	-
245	284600			-			-		-	-
246		Fire Alarm Material	11,285	-			-	0.00%	11,285.00	-
247	310000			-			-		-	-
248		Aggregate - Material	14,500	-	4,500.00		4,500.00	31.03%	10,000.00	225.00
249		Amended soils - Labo	3,000	-			-	0.00%	3,000.00	-
250		Amended Soils - Mate	6,000	-			-	0.00%	6,000.00	-
251		Demo - Labor	18,500	10,500.00			10,500.00	56.76%	8,000.00	525.00
252		Mobilization	2,000	-			-	0.00%	2,000.00	-
253		Rough grade - Labor	3,500	-			-	0.00%	3,500.00	-
254		Site grading - Labor	21,000	-			-	0.00%	21,000.00	-
255		Strip site and pile	2,000	-			-	0.00%	2,000.00	-
256	321723			-			-		-	-
257		Pavement Markings	12,019	-			-	0.00%	12,019.00	-
258	329300			-			-		-	-
259		Landscape Labor	22,766	-			-	0.00%	22,766.00	-
260		Landscape Material	23,614	-			-	0.00%	23,614.00	-
261		Landscape Pavers	13,125	-			-	0.00%	13,125.00	-
262		Landscape Temp Water	2,500	-			-	0.00%	2,500.00	-
263		Lime Stone Blocks	8,865	-			-	0.00%	8,865.00	-
264		MOBILE PLANTERS	42,790	-			-	0.00%	42,790.00	-
265		Paver Sub-Base Matei	15,840	-			-	0.00%	15,840.00	-
266	330000			-			-		-	-
267		Utilities - Labor	25,000	10,000.00	7,500.00		17,500.00	70.00%	7,500.00	875.00
268		Utilities - Material	42,500	22,500.00	10,000.00		32,500.00	76.47%	10,000.00	1,625.00
269				-			-		-	-
270				-			-		-	-
521				-			-		-	-
		TOTAL Scheduled Values	$ 2,843,299.00	$ 102,087.00	$ 157,768.00	$ 64,750.00	$ 324,605.00	11.42%	$ 2,518,694.00	$ 16,230.25

TABULATION ON STORED MATERIALS

Architecture Engineering Planning Interiors

Page 1 of 1

Contractor Core Construction

Application for Payment No. 2

Application Date 11/25/25 Project Bondurant Parks & Recreation

Pay-App Line	Description of Material	(1) Materials Stored in Last Application OffSite	*(2) Material Added Since Last Application OffSite	*(2) Material Added Since Last Application OnSite	*(2) Material Added Since Last Application	(3) Materials Used Since Last Application	(4) Materials Stored in this Application	Sub
43	Steel Material	$ -	$ 64,750.00				$ 64,750.00	USEI
		$ -					$ -	
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							$ -	
							$ -	
							$ -	
							$ -	
		$ -					$ 64,750.00	

storedmaterialstabulation

REQUEST FOR PAYMENT

From: US Erectors, Inc.
5760 Metro East Drive
Pleasant Hill, IA 50327

To: Core Structural Services, LLC
3093 NW Prairie Ln
Des Moines, IA 50313

Invoice: 46172112
Draw: 1
Invoice date: 11/24/2025
Period ending date: 11/30/2025

Contract For:

Request for payment:

Original contract amount	$140,000.00	
Approved changes	$0.00	
Revised contract amount		$140,000.00
Contract completed to date		$64,750.00
Add-ons to date	$0.00	
Taxes to date	$0.00	
Less retainage	$1,937.97	
Total completed less retainage		$62,812.03
Less previous requests	$0.00	
Current request for payment		$62,812.03
Current billing		$64,750.00
Current additional charges	$0.00	
Current tax	$0.00	
Less current retainage	$1,937.97	
Current amount due		$62,812.03
Remaining contract to bill	$77,187.97	

Project: 2500-061
Bondurant Parks & Rec Center

Contract date:

Architect:

Scope:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

I hereby certify that the work performed and the materials supplied to date , as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Core Structural Services , LLC relating to the above referenced project . I also certify that the contractor has paid all amounts previously billed and paid by the owner .

CONTRACTOR: US Erectors, Inc.

By: [signature]

Date: 11/21/25

State Of Iowa County Of Polk

Subscribed and sworn to before me this 21 day of November 2025

Notary Public [signature]

My commission expires: 5-11-27

TORRI TASCO
Commission Number 831924
My Commission Expires
5-11-27

REQUEST FOR PAYMENT DETAIL

Project: 2500-061 / Bondurant Parks & Rec Center Invoice: 46172112 Draw: 1 Period Ending Date: 11/30/2025

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
01	Structural	31,000.00						31,000.00	
02	Misc. Steel	14,000.00						14,000.00	
03	Steel (FAB)	95,000.00			64,750.00	64,750.00	68.16	30,250.00	1,937.97
Totals		140,000.00			64,750.00	64,750.00	46.25	75,250.00	1,937.97

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 11/24/2025

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee, IA 50263	**PHONE** (A/C, No, Ext): 800-247-7756 **FAX** (A/C, No): **E-MAIL ADDRESS:** selectcertificate@holmesmurphy.com **CODE:** **SUB CODE:** **AGENCY CUSTOMER ID #:**
COMPANY American Select Insurance Compay PO Box 5001 Westfield Center, OH 44251	
INSURED Steel Structures Limited 4921 Douglas Ave Ste 6 Des Moines IA 50310	**LOAN NUMBER** **POLICY NUMBER** 436397W **EFFECTIVE DATE** 09/01/2025 **EXPIRATION DATE** 09/01/2026 ☐ CONTINUED UNTIL TERMINATED IF CHECKED **THIS REPLACES PRIOR EVIDENCE DATED:**

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Business Personal Property, Special (Including Theft), Replacement Cost	5,000	1,000
Business Income with Extra Expense and Rental Value, Special (Including Theft)	ALS	

REMARKS (Including Special Conditions)

Stored Materials - $64,750. - Mid-States Steel Corporation, 2515 Industrial Park Rd, Boone, IA 50036

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS City of Bondurant 200 2nd Street NE Bondurant, IA 50035	☐ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE ☐ MORTGAGEE ☐ LOAN # **AUTHORIZED REPRESENTATIVE**

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 11/24/2025

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AGENCY
Holmes Murphy & Associates
2727 Grand Prairie Parkway
Waukee, IA 50263

PHONE (A/C, No, Ext): 800-247-7756

FAX (A/C, No):

E-MAIL ADDRESS: selectcertificate@holmesmurphy.com

CODE:

SUB CODE:

AGENCY CUSTOMER ID #:

COMPANY
American Select Insurance Compay
PO Box 5001
Westfield Center, OH 44251

INSURED
Steel Structures Limited
4921 Douglas Ave Ste 6
Des Moines IA 50310

LOAN NUMBER

POLICY NUMBER
436397W

EFFECTIVE DATE	EXPIRATION DATE	
09/01/2025	09/01/2026	☐ CONTINUED UNTIL TERMINATED IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Business Personal Property, Special (Including Theft), Replacement Cost	5,000	1,000
Business Income with Extra Expense and Rental Value, Special (Including Theft)	ALS	

REMARKS (Including Special Conditions)

Stored Materials - $64,750. - Mid-States Steel Corporation, 2515 Industrial Park Rd, Boone, IA 50036

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

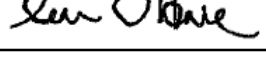
NAME AND ADDRESS

Core Construction
3093 NW Prairie Ln
Des Moines, IA 50313

☒ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE ☐

LOAN #

AUTHORIZED REPRESENTATIVE



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BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.dd.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution appointing a representative to the Friends of the Chichaqua Valley Trail (CVT)

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS:

The Friends of the Chichaqua Valley Trail (CVT) is a regional volunteer organization that supports maintenance, promotion, and enhancement of the Chichaqua Valley Trail system. Each trail community participates by designating a representative to attend monthly meetings, share updates, and coordinate on trail-related initiatives.

Bondurant has actively collaborated with the Friends group as trail improvements progress, including the Grain District/Silo Commons connection, upcoming wayfinding updates, and planning for future extensions. Council Member Matt Sillanpaa has been attending recent meetings on the City's behalf and has expressed willingness to continue serving in this role.

Appointing an official representative ensures Bondurant remains fully engaged in regional trail development efforts, event coordination, and communication with partner communities and conservation agencies.

Staff recommends formalizing the appointment for Calendar Year 2026.

FUNDING SOURCE: N/Z

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-380

CITY OF BONDURANT
RESOLUTION NO. 251215-380

RESOLUTION APPOINTING A REPRESENTATIVE TO THE FRIENDS OF THE CHICHAQUA VALLEY TRAIL

WHEREAS, the Friends of the Chichaqua Valley Trail (CVT) is a regional nonprofit organization that supports maintenance, enhancement, promotion, and community engagement efforts along the Chichaqua Valley Trail; and

WHEREAS, the City of Bondurant participates in CVT community coordination efforts, receives updates related to trail maintenance, expansion, and regional planning, and benefits from representation at monthly CVT meetings; and

WHEREAS, the Friends of CVT have requested that each trail community identify a representative to attend meetings, share updates, and coordinate communication with local officials; and

WHEREAS, Council Member Matt Sillanpaa has been actively participating in CVT meetings on behalf of the City and is willing to continue serving as the City of Bondurant's designated representative for Calendar Year 2026; and

WHEREAS, staff recommends formalizing this appointment to support consistent communication and representation as trail initiatives—including the Bondurant Grain District extension and regional signage updates—advance in 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that Council Member Matt Sillanpaa is hereby appointed to serve as the City of Bondurant's representative to the Friends of the Chichaqua Valley Trail for Calendar Year 2026.

Passed and adopted this 15th 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

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.ee.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving a grant agreement with Bravo Greater Des Moines in the amount of $50,000 for implementation of the Grain Silo Mural at Silo Commons

CONTACT PERSON:
Tiffany Luing, Economic Development Coordinator
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution approves the also-attached grant agreement with Bravo Greater Des Moines for grant funding in the amount of $50,000 to assist with installing the Grain Silo Mural project at Silo Commons.

In November 2025, the Bondurant City Council approved a resolution selecting five artists/artist groups to move forward with submitting a detailed response to the Grain Silo Mural RFP. The City anticipates a top artist/artist firm will be selected in March/April of 2026, where then the mural can be installed in May-October of 2026. The Grain Silo Mural will be installed above the outdoor amphitheater space at Silo Commons and will serve as a dynamic backdrop to the area. The mural will be lit with interactive lighting both during events and during non-events.

The attached grant agreement notes the City will submit a midterm report by July 15, 2026, and will submit a final report within 30 days of the project's completion OR by January 15, 2028.

Implementation of the Grain Silo Mural is consistent with the Art, Culture, & Wayfinding Master Plan, the Grain District Downtown Redevelopment Plan, and the Silo Commons Concept Plan.

FUNDING SOURCE: This is a grant revenue.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-381
2. BRAVO Silo Mural Grant Agreement

CITY OF BONDURANT
RESOLUTION NO. 251215-381

RESOLUTION APPROVING A GRANT AGREEMENT WITH BRAVO GREATER DES MOINES IN THE AMOUNT OF $50,000 FOR IMPLEMENTATION OF THE GRAIN SILO MURAL AT SILO COMMONS

WHEREAS the City of Bondurant submitted a Public Art Grant application to Bravo Greater Des Moines for funding assistance to install the Grain Silo Mural at Silo Commons, for which Bravo has awarded the City a grant in the amount of $50,000; AND

WHEREAS the Grain Silo Mural will be installed above the outdoor amphitheater space at Silo Commons and will function as a dynamic visual anchor for community gatherings, providing an artistically significant backdrop supported by interactive lighting both during events and non-event hours; AND

WHEREAS in November 2025, the Bondurant City Council approved a resolution selecting five artists/artist groups to advance in the evaluation process for the Grain Silo Mural Request for Proposals (RFP), with final artist selection anticipated in March or April 2026 and mural installation expected between May and October 2026; AND

WHEREAS implementation of the Grain Silo Mural aligns with the City's adopted planning documents, including the Art, Culture, & Wayfinding Master Plan, the Grain District Downtown Redevelopment Plan, and the Silo Commons Concept Plan, each of which identifies public art as a key strategy supporting placemaking, cultural identity, and activation of public spaces; AND

WHEREAS the attached Grant Agreement with Bravo Greater Des Moines (GC26 Public Art Grant Agreement) establishes the terms under which the City may receive and use grant funds, including; AND

- A funding term of January 1, 2026, through December 31, 2026;
- A project completion term of January 1, 2025, through December 31, 2027;
- A requirement that the City submit a midterm report by July 15, 2026, and a final report within 30 days of project completion or by January 15, 2028, whichever comes first; AND

WHEREAS acceptance of the grant requires adherence to all terms of the agreement, including use of funds solely for the Silo Commons Mural Project, compliance with reporting obligations, and permanent recognition of Bravo Greater Des Moines as a financial contributor; AND

WHEREAS City staff recommends approval of the Grant Agreement to secure funding essential to successful implementation of the Grain Silo Mural.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of

Bondurant, Iowa, by the City Council of the City of Bondurant, Iowa, that the City Council hereby approves the Grant Agreement with Bravo Greater Des Moines iCommons and of $50,000 for implementation of the Grain Silo Mural at Silo Commons, and authorizes staff to execute said agreement.

Passed this 15th 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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Application: City of Bondurant

Tiffany Luing - tluing@cityofbondurant.com
Public Art Grant

Summary

ID: GC26-0000000041
Last submitted: Sep 26 2025 11:07 AM (CDT)

GC26 PAG Agreement

Incomplete

GC26 Public Art Grant Agreement

This GC26 Public Art Grant (PAG) Agreement must be signed and fully submitted by 3:00 on January 30, 2026 unless additional time has been agreed upon by Bravo.

RECIPIENT

City of Bondurant

PROJECT TITLE

Silo Commons Art Mural Project

GRANT AWARD

$50,000

FUNDING TERM

January 1, 2026 - December 31, 2026

PROJECT COMPLETION TERM

January 1, 2025 - December 31, 2027

GRANT CONTINGENCY

Failure to adhere to the terms herein may result in forfeiture of the grant award and may impact the eligibility of City of Bondurant (“Recipient”) for future funding from Bravo Greater Des Moines (“Bravo”).

Section 1 – ELIGIBILITY

Recipient represents and warrants that it is eligible and in good standing with Bravo:

- Is a municipality with a current 28E Agreement with Bravo. Any termination or amendment of the current 28E Agreement may, in Bravo’s sole discretion, result in the termination, reduction, or delay of funds to Recipient and/or termination of this Public Art Grant Agreement;
- Fully and completely meets all requirements in this Agreement;
- Accurately represents its project and its activities in all documents submitted to Bravo. This includes, but is not limited to grant application, final reports, mid-year evaluations (if applicable), financial reports and any other information requested by Bravo;
- Continues to meet the grant eligibility criteria;
- Submits grant information, documents and reports on or before the due date

Section 2 – FUNDING

2.1 Funding Source The source of funding for the PAG Program is Bravo's local government partners, the cities of Altoona, Ankeny, Bondurant, Carlisle, Clive, Des Moines, Grimes, Indianola, Johnston, Norwalk, Pleasant Hill, Polk City, Urbandale, Waukee, West Des Moines and Windsor Heights and Polk County pursuant to 28E Agreements.

2.2 Receipt of Funds All payments under this Agreement are subject to the possession by Bravo of enough funds for the GC26 PAG Program. Any termination, reduction or delay of funds from Bravo's local government partners to Bravo may, in Bravo's sole discretion, result in the termination, reduction or delay of PAG funds to Recipient and/or termination of this Agreement.

2.3 Use of Funds Recipient hereby agrees that grant funding will be used within the funding term and for the awarded Project as described in the original application for funding or, if applicable, as described in the grant award notification provided to Recipient by Bravo. All grant funds not expended in a manner agreed to by Recipient and Bravo may result in the return of funds to Bravo. The project must be completed within the project completion term outlined above.

2.4 Cost Variation In the event that the actual project cost is less than the Total Project Cost amount specified in this Agreement, the Grant award may be reduced by the same ratio as the difference between the actual costs and the Total Project Cost specified in this Agreement divided by the Total Project Cost. Any Grant funds disbursed in excess of the reduced amount may need to be returned to Bravo.

Example: If the total amount spent to complete the Project is less than the Total Project Cost specified in this Agreement, Bravo shall calculate the amount of Grant funds to be returned as follows:

1. The actual amount spent on the project within the Funding Term is subtracted from the Total Project Cost specified in the Agreement to determine the change in the Project cost.
2. The change in the Project cost is divided by the Total Project Cost specified in the Agreement.
3. This percentage is multiplied by the original Grant Award.
4. The product is the amount of the Grant Award that Recipient must return to Bravo.

2.5 Prior Costs Grant funds may not be used to pay for expenditures made or costs incurred outside the dates of the Funding Term.

2.6 Disbursement of Funds Full payment of Grant funds will be made upon execution of this Agreement.

Section 3 – REPORTS

Recipient shall prepare and submit reports as specified below in the form and content specified by Bravo. Upon the request of Bravo, additional progress reporting may be required during the duration of this Agreement.

1. Midterm Report shall be provided by July 15, 2026.
2. Final Report shall be provided within 30 days of the project completion OR by January 15, 2028.

Section 4 – COVENANTS OF RECIPIENT

4.1 Affirmative Covenants Until the terms of this Agreement are fulfilled, Recipient covenants to Bravo that:

(a) **Notice of Proceedings** Recipient shall promptly notify Bravo of the initiation of any claims, lawsuits, bankruptcy proceedings or other proceedings brought against Recipient that would adversely impact the Project.

(b) **Indemnification** Recipient shall indemnify, defend and hold harmless Bravo and its officers, employees and agents from and against all losses, liabilities, penalties, fines, damages and claims, including but not limited to taxes and all related costs and expenses, including but not limited to reasonable attorneys' fees and disbursements and cost of investigation, litigation, settlement, judgments, interests and penalties arising from or in connection with the following:

1. Any claim, demand, action, citation or legal proceeding arising out of or resulting from the Project;
2. Any claim, demand, action, citation or legal proceeding arising out of or resulting from a breach by Recipient of any representation or warranty made by Recipient in this Agreement;
3. Any claim, demand, action, citation or legal proceeding arising out of or related to occurrences that Recipient is required to insure against as provided for in this Agreement; and
4. Any claim, demand, action, citation or legal proceeding that results from an act or omission of Recipient or any of its agents in its capacity as an employer of a person.

4.2 Negative Covenants Throughout the Funding Term of this Agreement, Recipient shall not, without prior written disclosure to Bravo and prior written consent of Bravo:

(a) **Recipient's Interest** Assign, waive or transfer any of Recipient's rights, powers, duties or obligations under this Agreement.

(b) **Property/Collateral** Sell, transfer, convey, assign, encumber or otherwise dispose of any of the real property for the Project.

(c) **Restrictions** Place or permit any restrictions, covenants or any similar limitations on the real property for the Project.

(d) **Removal of Project Property** Remove from the Project site all or any part of the Project property.

(e) **Recipient Operation** Materially change the scope or use of the Project or the nature of the business and activities being conducted or proposed to be conducted by Recipient as described in Recipient's application, unless the change is approved in writing by Bravo. Bravo shall determine the materiality of the change.

Section 5 – DEFAULT; REMEDIES & TERMINATION

5.1 Notice of Event(s) of Default Recipient shall promptly notify Bravo upon becoming aware of an actual or imminent Event of Default by Recipient.

5.2 Events of Default Each of the following shall constitute an Event of Default under this Agreement:

(a) **Material Misrepresentation** Any representation, warranty or statement made or furnished to Bravo by, or on behalf of, Recipient in connection with this Agreement to induce Bravo to make a Grant to Recipient shall be determined by Bravo to be incorrect, false, misleading or erroneous in any material respect when made or furnished.

(b) **Noncompliance** Recipient fails to comply with any of the terms contained in this Agreement or documents executed pursuant to this Agreement.

(c) **Recipient Changes** A material change in Recipient's eligibility, as defined in Section 1, that occurs without prior written disclosure to Bravo.

(d) **Misspending** Recipient expends Grant funds for purposes not described in the GC24 Public Art Grant Application as approved by Bravo.

(e) **Insolvency or Bankruptcy** Recipient becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or Recipient applies for or consents to the appointment of a trustee or receiver for Recipient or for the major part of its property; or if a trustee or receiver is appointed for Recipient or for all or a substantial part of the assets of Recipient and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors are instituted by or against Recipient and, if instituted against Recipient, are consented to, or, if contested by Recipient, such proceeding is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(f) **Insurance** Loss, theft, damage or destruction of any substantial portion of the Project property occurs for which there is either no insurance coverage or for which, in the opinion of Bravo, there is insufficient insurance coverage.

(g) **Conveyance of Responsibilities** Recipient assigns, waives or transfers any of Recipient's rights, powers, duties or obligations under this Agreement without written permission of Bravo.

(h) **Conveyance of Property** Recipient sells, transfers, conveys, assigns, encumbers or otherwise disposes of any real property of the Project without written permission of Bravo.

5.3 Notice of Default Bravo shall issue a written notice of default providing therein a thirty (30) day period during which Recipient shall have an opportunity to cure. Notwithstanding this Section 5.3, if Bravo determines cure is not possible or feasible, Bravo may immediately deem Recipient in default without prior written notice or opportunity to cure.

5.4 Remedies Upon Default Upon the occurrence of any Event of Default, Bravo shall have the right to terminate this Agreement and to require immediate repayment of the full amount of funds disbursed to Recipient under this Agreement without presentment, demand, protest, notice of protest, notice of intention to accelerate or other notice of any kind, all of which are expressly waived by Recipient.

5.5 Termination for Convenience In addition to termination due to an Event of Default or no allocation of PAG funds, this Agreement may be terminated in whole, or in part, when Bravo and Recipient agree that continuation would not produce beneficial results commensurate with the future disbursement of funds.

5.6 Procedure Upon Termination If this Agreement is terminated, Bravo may, in its sole discretion, allow reimbursement for costs expended up to the date of termination as determined by Bravo. Recipient shall return to Bravo all unencumbered Grant funds within one week of receipt of Notice of Termination.

Section 6 – MODIFICATION

This Agreement may only be amended through written prior approval of Bravo. Examples of situations where amendments are required include, but not limited to, extensions for completion of Project activities and changes to the Project including alternation of approved activities or inclusion of new activities. If the proposed amendment substantially alters the circumstances under which the Project funding was originally approved or if it is not in alignment with and does not uphold the investment priorities of Bravo, grant funds may need to be returned.

Section 7 – RECOGNITION

Recipient shall permanently recognize Bravo in its donor acknowledgment for the financial contribution to the Project.

SIGNATURE

Authorized Representative



Date

(No response)

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.ff.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution rejecting all proposals received related to the Grain District Tourism & Economic Impact Feasibility Study

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Tiffany Luing, Economic Development Coordinator

BRIEF HISTORY & ANALYSIS:

In November 2025, the Bondurant City Council authorized release of the Grain District 13-Acre Site: Tourism & Economic Impact Feasibility Study RFP. Six proposals were received by the December 8 deadline, and four firms were interviewed by the Review Committee (City Administrator, Assistant City Administrator, Planning & Community Development Director, and Economic Development Coordinator).

Following interviews, the Review Committee, consisting of the City Administrator, Assistant City Administrator, Planning & Community Development Director, and Economic Development Coordinator, conducted an initial review, interviewed four firms, and recommends rejecting all proposals.

After listening to consultant proposals and weighing the amount of required investment, staff determined that further foundational guidance and information would be more beneficial in determining future actions.

Staff requires additional time to research current market trends and development conditions to better understand the tourism and economic potential associated with the site. Staff recommend that the City Council hold a work session in 2026 to further discuss desired uses for the property and during the interim staff will continue gathering relevant market data to reevaluate a feasibility study or whether the City should instead initiate a public RFP process to attract potential buyers/users for the site.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 251215-382

CITY OF BONDURANT
RESOLUTION NO. 251215-382

RESOLUTION REJECTING ALL PROPOSALS RECEIVED RELATED TO THE GRAIN DISTRICT TOURISM & ECONOMIC IMPACT FEASIBILITY STUDY

WHEREAS in November 2025, the Bondurant City Council authorized release of the Grain District 13-Acre Site: Tourism & Economic Impact Feasibility Study Request for Proposals (RFP); AND

WHEREAS the purpose of the RFP was to evaluate tourism potential, economic impacts, and development viability for a City-owned 13-acre parcel located within the Grain District; AND

WHEREAS six proposals were received by the December 8, 2025, deadline, seven of which would require a significantly higher investment than expected; AND

WHEREAS the Review Committee, consisting of the City Administrator, Assistant City Administrator, Planning & Community Development Director, and Economic Development Coordinator, conducted an initial review and interviewed four firms; AND

WHEREAS following interviews, the Review Committee recommends rejecting all proposals received; AND

WHEREAS after listening to consultant proposals and weighing the amount of required investment, staff determined that further foundational guidance and information would be more beneficial in determining future actions; AND

WHEREAS staff requires additional time to research current market trends and development conditions to better understand the tourism and economic potential associated with the site; AND

WHEREAS staff recommend that the City Council hold a work session in 2026 to further discuss desired uses for the property and during the interim staff will continue gathering relevant market data to reevaluate a feasibility study or whether the City should instead initiate a public RFP process to attract potential buyers/users for the site.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Iowa, by the City Council of the City of Bondurant, Iowa, that all proposals received in response to the Grain District 13-Acre Site: Tourism & Economic Impact Feasibility Study RFP are hereby rejected in full.

Passed this 15th 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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.gg.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution Extending the Moratorium related ot the Temporary Suspension of Accessory Dwelling Unit (ADU) Approvals

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

BRIEF HISTORY & ANALYSIS: The Iowa Legislature passed Senate File 592 which amends Section 364.3.20 of Iowa Code to require cities to allow a minimum of one accessory dwelling unit per single-family lot. The new subsection provides maximum size requirements on accessory dwelling units, restriction of architectural design standards, restriction of separate utility lines to potential accessory dwelling units, and certain other requirements.

The City of Bondurant's Zoning Code does not currently address accessory dwelling units or accessory dwelling unit standards. The City entered into an agreement with Confluence to update the City's Zoning, Subdivision and Sign Code. This process was originally anticipated to be completed by the end of 2025, but now is anticipated to be completed in early 2026. City Council approved a moratorium on the approval of ADUs at their August 4, 2025 meeting, with the moratorium set to expire on January 1, 2026. An extension of this moratorium to March 31, 2026, would allow staff, Confluence, the Planning and Zoning Commission and City Council the ability to address ADU requirements and finish adopting the updated Zoning, Subdivision and Sign code.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-383

CITY OF BONDURANT
RESOLUTION NO. 251215-383

RESOLUTION EXTENDING THE TEMPORARY SUSPENSION OF ACCESSORY DWELLING UNIT (ADU) APPROVALS

WHEREAS on July 1, 2025, Iowa Code Section 364.3(20) was amended to require all cities to allow a minimum of one Accessory Dwelling Unit (ADU) on single-family residential lots; AND

WHEREAS under Iowa Code § 364.3(20)(b)(1), the City may adopt setback requirements pertaining to ADUs, provided such requirements are not more restrictive than those established for single-family residences; AND

WHEREAS the City of Bondurant's Zoning Code does not currently address the topic of ADUs; AND

WHEREAS the City Council, on July 29, 2024, entered into an agreement with Confluence for professional services related to an update of the City's Zoning, Subdivision, and Sign Codes; AND

WHEREAS Confluence anticipates the Zoning, Subdivision, and Sign Code update will be completed by the beginning of 2026; AND

WHEREAS the City Council has determined that it is in the best interest of the City to immediately study and review potential text amendments to the Zoning Code concerning ADUs; AND

WHEREAS the City Council also feels this ADU topic should be comprehensively evaluated, vetted, and integrated as part of the broader Zoning Code update process to ensure internal consistency with existing and proposed development standards, land use goals, and community context; AND

WHEREAS under Iowa Code § 414.1, the City of Bondurant is empowered to adopt zoning regulations for the purpose of promoting the public health, safety, morals, and general welfare of the community, and the City Council finds that evaluating the placement of ADUs as part of the ongoing Zoning Code update is necessary to ensure such regulations balance housing choice with the long-term health, safety, and welfare needs of Bondurant's neighborhoods; AND

WHEREAS the City Council deems it appropriate that, during the period in which the City is actively engaged in a comprehensive update of its Zoning Code, anticipated to conclude by the beginning of 2026, and prior to the formal adoption of any amendments addressing ADUs, a temporary moratorium be placed on the approval of ADUs in order to allow sufficient time for thoughtful evaluation, stakeholder engagement, and integration of ADU standards into the updated Zoning Code. AND

WHEREAS the City Council approved the placement of a moratorium on the approval of ADUs at their August 4, 2025, meeting. The approved moratorium was set to expire on January 1, 2026. AND

WHEREAS the completion of the update to the City's Zoning, Subdivision and Sign Codes are anticipated to be completed in early 2026, warranting an extension of the moratorium on the approval of ADUs until Zoning Code is updated and regulates the construction of ADUs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that a moratorium is hereby extended on the approval of ADUs.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Iowa, that the existing moratorium on the approval of Accessory Dwelling Units is hereby extended and will remain in place until 8:00 a.m. on Thursday, March 31, 2026, unless repealed or amended earlier, including but not limited to circumstances where an ordinance addressing ADUs is adopted sooner or an extension is warranted based on the progress of the Zoning Code update.

Passed this 15th 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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.hh.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving pay request no. 1 to James Construction LLC for the 5th Court, NW Stormwater Project in the amount of $26,922.00

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #1 in the amount of $26,922.00 related to the 5th Ct. NW Stormwater Project.

As a reminder, this project is to help address some backyard stormwater drainage issues in the 5th Ct. NW area that backs up to Eagle Park. This was one of the project areas identified in the city's Stormwater Master Planning effort. Staff worked with property owners and engineers from McClure engineering to develop an additional subdrain in the rear yard areas to help mitigate the nuisance water that was ponding after rain events. This project is substantially completed other than sod restoration that will occur as soon as the weather allows.

This pay application has been reviewed by city staff for accuracy and is for work completed through December 2nd, 2025.

FUNDING SOURCE: Budgeted Stormwater Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-384
2. Pay Request No. 1

CITY OF BONDURANT
RESOLUTION NO. 251215-384

A RESOLUTION APPROVING PAY REQUEST NO. 1 FOR THE 5TH COURT, NW STORMWATER PROJECT

WHEREAS, the City of Bondurant has undertaken the 5th Court, NW Stormwater Project to address stormwater drainage issues affecting residential rear yards adjacent to Eagle Park, as identified in the City's Stormwater Master Plan; and

WHEREAS, City staff, in coordination with McClure Engineering and affected property owners, developed a project scope that includes installation of a rear-yard subdrain system to reduce nuisance ponding following rain events; and

WHEREAS, the project is substantially complete, with sod restoration to be completed when weather conditions allow; and

WHEREAS, the City has received Pay Request No. 1 in the amount of $26,922.00 for work completed through December 2, 2025; and

WHEREAS, City staff has reviewed the pay application for accuracy and recommends approval of the payment;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA, that Pay Request No. 1 for the 5th Court, NW Stormwater Project, in the amount of $26,922.00**,** is hereby approved for payment.

Passed this 15th 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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

INVOICE

JAMES CONSTRUCTION LLC
1601 E 29th St
Des Moines, IA 50317

jeremylrjames@gmail.com
+1 (515) 783-2013
jamesconstructionia.com

Bill to
John Horton
The City of Bondurant

Ship to
John Horton
The City of Bondurant

Invoice details
Invoice no.: 1049
Terms: Net 30
Invoice date: 12/02/2025
Due date: 01/01/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**service**	12" nyoplast drain basin with frame and grate.	3	$2,146.00	$6,438.00
2.	**service**	connect 1.5" sump line to intake	1	$250.00	$250.00
3.	**service**	182 LF 6" perforated HDPE pipe. Includes drainage rock, fabric and spoil export.	182	$52.00	$9,464.00
4.	**service**	230 LF 6" single wall solid HDPE pipe	230	$14.00	$3,220.00
5.	**service**	trail restoration	100	$16.00	$1,600.00
6.	**service**	drainage outlet rodent guard	1	$75.00	$75.00
7.	**service**	erosion control-8" filter sock	100	$2.75	$275.00
8.	**service**	temporary trail closure	1	$500.00	$500.00
9.	**service**	mobilization	1	$1,300.00	$1,300.00
10.	**service**	tree trimming (light trim work on low hanging branches to achieve adequate access)	1	$400.00	$400.00
11.	**service**	temporary construction fence	850	$4.00	$3,400.00

Total **$26,922.00**

Ways to pay

BANK

Note to customer

Invoice does not include Sod price - $1820.00
Sod will be placed if there is a dry enough window before spring or will be installed during spring.

View and pay

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.ii.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution Setting Date for Public Hearing on Designation of the Expanded Bondurant Urban Renewal Area and on Urban Renewal Plan Amendment

CONTACT PERSON:
Marketa Oliver, ICMA-CM, SPHR, City Administrator
Maggie Murray, Planning & Community Development Director
Jene Jess, Assistant City Administrator

BRIEF HISTORY & ANALYSIS:

The City of Bondurant is undertaking an amendment to the **Bondurant Urban Renewal Area** and its associated **Urban Renewal Plan** to add additional property and authorize a new economic development project within the expanded area. Bond counsel (Dorsey & Whitney) has prepared the required resolutions and supporting documents for the City Council to set **January 20, 2026**, as the date for the required public hearing.

The proposed amendment would:

1. **Expand the boundaries** of the existing Urban Renewal Area to include additional property intended for future commercial and industrial development; and

2. **Add a new urban renewal project**, the *Timmins Industrial Park Public Infrastructure Project*, which would allow the use of Tax Increment Financing (TIF) to construct streets, utilities, stormwater, signalization, and related public improvements needed to support development in and around the Timmins Industrial Park.

In accordance with Iowa Code Chapter 403, several procedural steps must occur prior to adoption:

- **Publication of the Public Hearing Notice** between 4 and 20 days before the hearing.

- **Referral to the Planning & Zoning Commission** for review and a written recommendation on whether the plan amendment conforms to the City's Comprehensive Plan.

- **Consultation meeting** with affected taxing entities, specifically **Polk County** and the **Bondurant–Farrar Community School District**, with required notice and distribution of the draft amendment.

- **Agricultural landowner consent** for any included agricultural parcels.

- **County consent resolution**, as part of the amendment area lies within two miles of the city limits.

Upon approval of the resolution setting the hearing date, staff will complete these statutory requirements and return the final materials for Council consideration on January 20, 2026.

The amendments position the City to facilitate future economic development, support infrastructure investment, and leverage TIF as an important financial tool in advancing Bondurant’s long-term planning and growth strategies.

FUNDING SOURCE: The Urban Renewal Area will enable us to use TIF for the development of infratructure in the area.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-385

CITY OF BONDURANT
RESOLUTION NO. 251215-385

RESOLUTION SETTING DATE FOR PUBLIC HEARING ON DESIGNATION OF THE EXPANDED BONDURANT URBAN RENEWAL AREA AND ON URBAN RENEWAL PLAN AMENDMENT

WHEREAS, this City Council of the City of Bondurant, Iowa (the "City"), by resolution previously established the Bondurant Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the "Property") lying within the general description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of using tax increment financing to pay the costs of constructing public infrastructure improvements to support commercial and/or industrial development; and

WHEREAS, a portion of the Property meets the definition of "agricultural land" under Section 403.17 of the Code of Iowa and, pursuant to said law, consent agreements (the "Ag Land Consents") have been prepared for execution by the owners (the "Ag Landowners") of the Property; and

WHEREAS, a portion of the Property is located outside but within two miles of the incorporated limits of the City, and a resolution (the "County Consent Resolution") has been prepared for adoption by the Board of Supervisors of Polk County, Iowa in satisfaction of the consent requirements of Section 403.17(4) of the Code of Iowa; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the expansion of the Urban Renewal Area and on the Amendment;

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

Section 1. This City Council will meet at the Bondurant City Center, Bondurant, Iowa, on January 20, 2026, at 6:00 p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the applicable form attached hereto, which publication shall be made in a legal newspaper

of general circulation in Bondurant, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, or her designee, is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Polk County and the Bondurant-Farrar Community School District be invited to participate in the consultation.

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Section 5. In satisfaction of the consent requirements set forth in Section 403.17(10) of the Code of Iowa with respect to the inclusion of "agricultural land" in an urban renewal area, the City Clerk is hereby directed to present the Ag Land Consents for execution to the Ag Landowners.

Section 6. The County Consent Resolution is hereby approved for presentation to Polk County, Iowa for execution and delivery to the City prior to the public hearing on January 20, 2026.

Passed and approved December 15, 2025.

_____
Mayor

Attest:

_____
City Clerk

• • • • •

On motion and vote the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.jj.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving a professional services agreement with Shive-Hattery in the amount of $2,953,000 for design, construction, and other engineering services related to the 32nd Street, SE and new north/south corridor project

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS:

The attached resolution authorizes a professional services agreement with Shive-Hattery in the amount of $2,953,000 for design, permitting, right-of-way acquisition support, bidding, construction administration, and construction observation services associated with public roadway and utility infrastructure improvements. These improvements include Phase 1 reconstruction of 32nd Street SE from Grant Street S to the western boundary of the Timmins Industrial Park and Phase 2 construction of a new north–south roadway corridor extending from the Phase 1 limits north to 15th Street SE.

The scope of services includes full civil engineering design; land surveying; transportation and traffic engineering; structural engineering; wetland delineation; environmental and floodplain permitting; utility coordination; subsurface exploration; right-of-way acquisition services; preparation of a Traffic Impact Study; functional, preliminary, and final road design; and construction administration and resident construction observation for both phases. Two separate bid packages are anticipated for the project.

As identified in the City's Major Streets Master Plan (2024), both the east–west corridor along 32nd Street SE and the north–south corridor connecting to 15th Street SE serve as future arterial and collector streets that will support long-range east–west and north–south travel in this area. This area includes approximately 1,000 acres annexed into the City in 2023. The Building Bondurant Comprehensive Plan designates this general area along Interstate 80 for future industrial growth. The Comprehensive Plan also notes a potential future interchange to the east along Interstate 80. The roadway and utility improvements designed under this agreement will establish foundational public

infrastructure necessary to support long-term economic development consistent with these adopted plans.

The agreement also includes design of public utility extensions to be constructed concurrently with roadway improvements, as well as construction oversight.

Because the improvements are anticipated to be eligible for Iowa DOT Revitalize Iowa's Sound Economy (RISE) funding, the scope includes substantial coordination with IDOT, preparation of RISE application materials.

The proposed project schedule anticipates functional design and RISE application submittal in early 2026, Phase 1 bid letting in August 2026, Phase 1 construction through 2027, and Phase 2 construction in 2027.

Approval of the professional services agreement is structured to be contingent upon a major industrial economic development project committing to a site on the western parcel of the Timmins Industrial Park, ensuring that engineering work proceeds only if a qualifying development project is secured. This is a proactive step to prepare for future development.

FUNDING SOURCE: Grants, Intergovernmental Revenues, TIF, and Bonds, supported by TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-386
2. Timmins Industrial Park Roadway Improvement Proposal

CITY OF BONDURANT
RESOLUTION NO. 251215-386

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SHIVE-HATTERY IN THE AMOUNT OF $2,953,000 FOR DESIGN, CONSTRUCTION, AND OTHER ENGINEERING SERVICES RELATED TO THE 32ND STREET, SE AND NEW NORTH/SOUTH CORRIDOR PROJECT

WHEREAS the City of Bondurant has identified the reconstruction of 32nd Street, SE and the construction of a new north–south roadway corridor extending north to 15th Street SE as priority public infrastructure improvements necessary to support long-range transportation mobility and future economic development within newly annexed growth areas; AND

WHEREAS the City's Major Streets Master Plan (2024) designates the 32nd Street, SE east–west corridor and the north–south corridor to 15th Street SE as future arterial and collector streets that will serve long-term regional access needs; AND

WHEREAS the Building Bondurant Comprehensive Plan identifies this general area along Interstate 80 as a future industrial growth area and notes the potential for a future Interstate 80 interchange to the east, and the proposed roadway and utility improvements will provide foundational public infrastructure to support that future development; AND

WHEREAS the City desires to engage a qualified engineering consultant to provide comprehensive design, permitting, right-of-way acquisition support, bidding services, and construction administration and observation for public roadway and utility improvements for both Phase 1 and Phase 2 of the project, including:

- Phase 1: Reconstruction of 32nd Street, SE from Grant Street S to the western boundary of the Timmins Industrial Park;
- Phase 2: Construction of a new north–south roadway corridor from the Phase 1 limits north to 15th Street, SE; AND

WHEREAS Shive-Hattery has submitted a Professional Services Agreement outlining the scope of work, including but not limited to: full civil engineering design, land surveying, traffic and transportation engineering, structural engineering, wetland delineation, environmental and floodplain permitting, utility coordination, subsurface exploration, right-of-way acquisition services, Traffic Impact Study preparation, functional, preliminary, and final roadway design, and construction administration and resident construction observation services for both phases of the project; AND

WHEREAS the agreement also includes design of public utility extensions to be constructed concurrently with roadway improvements, and substantial coordination with the Iowa Department of Transportation (IDOT), including preparation and submittal of required materials for potential Revitalize Iowa's Sound Economy (RISE) funding; AND

WHEREAS the total fee for services under the agreement is a fixed amount of $2,953,000, inclusive of all expenses, allocated as follows: Phase 1 Design, Phase 1 Construction Services, Phase 2 Design, and Phase 2 Construction Services; AND

WHEREAS the anticipated project schedule includes functional design and RISE application submittal in early 2026, Phase 1 bid letting in August 2026, Phase 1 construction through 2027, and Phase 2 construction in 2027;

WHEREAS approval of the professional services agreement is structured to be contingent upon the commitment of a major industrial economic development project to the western parcel of the Timmins Industrial Park, ensuring that engineering work proceeds only if a qualifying development project is secured; AND

WHEREAS the City Council finds it in the best interest of the City to approve the agreement with Shive-Hattery to allow the City to initiate necessary engineering work associated with these planned roadway and utility improvements, subject to the stated contingency.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Iowa, by the City Council of the City of Bondurant, Iowa, that the Professional Services Agreement with Shive-Hattery for engineering and professional services related to the 32nd Street, SE and new north/south corridor project, in the total amount of $2,953,000, is hereby approved, contingent upon commitment of a qualifying major industrial economic development project on the western parcel of the Timmins Industrial Park, and that the Mayor and City Administrator are authorized to execute the agreement.

Passed this 15th 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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

PROFESSIONAL SERVICES AGREEMENT

ATTN: Maggie Murray
CLIENT: City of Bondurant, IA
200 Second Street NE
PO Box 37
Bondurant, IA 50035-0037

PROJECT: Bondurant -Timmins Industrial Park Roadway Improvements

PROJECT LOCATION: Bondurant, IA

DATE OF AGREEMENT: December 10, 2025

PROJECT DESCRIPTION

Shive-Hattery will provide design and construction administration services for Phase 1 and Phase 2 road infrastructure improvements to serve the west parcel of the Timmins Industrial Park. Phase 1 will consist of road reconstruction from Grant Street Southeast to the western portion of the property and Phase 2 will consist of new construction at the north/south street corridor from the limits of Phase 1 north to 15th Street SE. Coordination with the Iowa Department of Transportation (IDOT) will be required due to anticipated funding of the project by an IDOT Revitalize Iowa's Sound Economy (RISE) Grant. It is anticipated the project will be let through a City of Bondurant local letting.

The project is anticipated to be completed within two separate bid packages.

Refer to attached **Scope Exhibit** for project location and identification of overall project elements.

SCOPE OF SERVICES

We will provide the following services for the project:

Civil Engineering, Land Surveying, Traffic Engineering, Structural Engineering, Transportation Engineering, Wetland Delineation, Right-of-Way Acquisition Services, Subsurface Exploration, Construction Administration, and Construction Observation.

These services will consist of the following tasks:

Design Engineering Services

1. Project Meetings

A. Kickoff Meeting - The Consultant shall coordinate and lead a project kickoff meeting with appropriate City of Bondurant staff.
B. Kickoff Meeting - The consultant shall coordinate and lead a project kickoff meeting with appropriate Department of Transportation (DOT) staff.
C. Progress Meetings – The consultant shall lead bi-weekly/weekly project meetings with City of Bondurant and Developer teams during the design phase.
D. Prepare meeting minutes and documentation of items discussed at project meetings.

2. Progress Reports

A. The Consultant shall provide progress reporting with action items on a bi-weekly basis throughout the design process.

3. Quality Control

A. The Consultant will provide on-going quality control throughout the design process.

4. Coordination

A. The Consultant will coordinate with the Timmins site development team during the preparation of plans.
B. Coordination with Adjacent Property Owners – The Consultant shall coordinate with adjacent properties owners as required. It is anticipated a maximum of 2 meetings with each of the property owners will be required.
C. Coordination with utility providers with facilities within the project limits.
D. The Consultant shall coordinate with utility companies in the corridor to discuss impacts to their facilities by the proposed roadway improvements.
E. It is anticipated up to two meetings with each of the utilities will be held to discuss their impacts to their facilities and a plan for relocation. The meetings may be in person, virtual, or through exchanges of emails.

5. RISE Coordination and Application Submittal.

A. Coordinate with Iowa DOT on potential RISE funding for the project.
B. Assist Developer and City with RISE funding discussions as requested along with preparing required exhibits and budgetary cost opinions.
C. Preparation of a RISE application and associated submittals to the Iowa DOT.
D. Coordinate RISE submittal requirements with Developer and City.
E. Meet and review conceptual plans with City and Developer. Request City and Client approvals of final conceptual plans and scope of public improvements.
F. Coordination with RISE following the application submittal and provide supplemental information and submittals as requested.
G. It is assumed this project meets the criteria for an immediate need RISE opportunity.

6. Surveys and Mapping

A. The Consultant shall perform field and office tasks required to collect topographic data and right-of-way information deemed necessary to complete the project.
B. The Consultant will conduct field surveys to obtain topographic data, ground elevations, and cross sections required for the development of the Project and to supplement the existing mapping available from the City.
C. The Consultant shall obtain high resolution georeferenced orthomosaic map of the site (aerial photography).
D. The Consultant will contact the various utility companies and collect available information on underground utility locations and incorporate such available utility information into the base mapping of the project. Utilities to be researched include sanitary sewer, storm sewer, electric, gas, water, telephone, cable vision, and fiber optic lines.
E. The Consultant will research City, County, and State Records to establish locations of property lines, right-of-way lines, and property ownership for the properties affected by the project and incorporate this data into the base mapping of the project.
F. The Consultant will provide acquisition platting. It is anticipated a maximum of 11 parcels will require acquisition platting for Right-of-Way or permanent easement.

G. The Consultant shall complete required platting of the right-of-way for the project. The platting shall include:
   1) Right-of-way acquisition required for improvements
   2) Temporary grading and construction easements.
   3) Permeant easement for sanitary sewer and storm sewer.

H. The Consultant will provide staking of the Right-of-Way or proposed roadway project features (edge of pavement, Centerline of future Storm Sewer, etc.) for the purposes of relocation of utilities throughout the corridor as required.

I. The Consultant shall provide staking for soil boring locations.

J. The Consultant shall provide staking and as-built documentation of any pot holing completed. Pot holing to be completed by Others.

7. Right-of-Way Acquisition Services (by Subconsultant)

The Consultant will perform the following tasks related to right-of-way acquisition. The City shall be considered the Acquiring Authority. It is anticipated a maximum of 11 parcels may require acquisition, of which 8 are assumed to require appraisal and appraisal review. Relocation assistance is not included.

A. Record of Property Ownership and Liens Certificates
   1) At the request of Consultant during the design process SUBCONSULTANT will place title orders to assist Consultant in identifying ownership, property legal descriptions and/or encumbrances on properties that may be impacted by the project. For acquisition purposes, a certified Record of Ownership and Liens report(s) will be obtained by Consultant from a local abstractor and verified to identify all the owners, easements and encumbrances, judgments, mortgages, and other interest holders needed to obtain possession of the interests in land being acquired.

B. Compensation Valuation
   1) Consultant will prepare offers of compensation based upon current fair market value of similar property in the vicinity of the project. To adequately determine the fair market value of right of way sought to be acquired, Consultant will search public records for comparable sales data for each land use type encountered for allocation of just compensation payments. If the proposed acquisition for any parcel is complicated and/or estimated to exceed $25,000.00, Consultant will recommend the services of an experienced Eminent Domain Appraiser to prepare the appraisal products for the CITY. If requested, Consultant will also recommend an experienced Eminent Domain Review Appraiser to complete the valuation process. The CITY shall approve the Review Appraiser's allocation of value to be offered to the affected property owner(s) as Just Compensation for the acquisition of each parcel.

C. Acquisition Process
   1) Forms of transfer documents and purchase agreements will be submitted to the CITY for approval and acceptance. Where applicable, preparation of Warranty deeds for the conveyance of fee ownership interests will be the responsibility of the CITY's attorney, or other attorney to comply with state law.
   2) Consultant shall make a good faith effort to negotiate the purchase of the land, or interests in the land, needed for the project. Consultant shall make contacts with the property owners, tenants and/or their legal representative to explain the effect of the acquisition, answer questions, and make a written offer to acquire the property. Nonresident landowners shall be contacted by mail, return receipt requested if necessary. If an agreement cannot be reached with a property owner through good faith negotiations, Consultant shall consider any evidence of value or an appraisal provided by the landowner; report landowner counteroffers; and/or make a recommendation whether

a settlement should be attempted at an amount other than that previously offered. No action shall be taken based on such recommendations until it has been approved by the CITY.

3) Negotiations shall be considered complete upon occurrence of one of the following:
   a) both the owner and tenant accept the offer or an administrative settlement, or
   b) either the owner or tenant fails or refuses to sign the offer or administrative settlement, or
   c) in the judgment of the CITY, negotiations have reached an impasse.
4) For every parcel on which negotiations have reached an impasse or that cannot be acquired by negotiated agreement, Consultant shall deliver as much of the file to the CITY as is necessary for the CITY's Attorney, or other attorney, to begin preparation for the condemnation of the parcel.

D. Relocation Assistance – (Task Not Included)

E. Closing Process
1) Upon completion of the acquisition of right of way, Consultant will organize and verify data for each parcel file's closing and payment process and return the parcel file data to the CITY for payment processing and the closing process. The completed file will contain originals of all executed conveyance documents, a signed W-9 form, and, if necessary, an Allocation of Proceeds statement directing the split of payment(s) to be made.

F. Condemnation Support
1) In the event condemnation should become necessary, Consultant will provide parcel file documents and information necessary for the CITY and/or the ACQUIRING AUTHORITY's attorney, or other attorney, to file the Application for Condemnation. If requested, (UNDER A SEPARATE ADDENDUM TO THIS AGREEMENT) attend necessary meetings in support of the condemnation proceeding and/or appear as an expert witness at the condemnation hearing. In addition to the items contained in the Scope of Services for this Agreement, Consultant will also provide additional support and administrative services as requested by the CITY's attorney in support of the condemnation process on a case-by-case basis.

8. Subsurface Exploration (by Subconsultant)

A. Geotechnical Exploration
1) Consultant shall prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual descriptions of materials observed during drilling and the driller's interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.
2) Mobilization with truck and ATV drilling equipment, traffic control, utility locations (Iowa One Call), drill up to 26 borings; 10 to 120 feet deep (20 roadway borings, 6 culvert or bridge structure).

B. Laboratory Testing
1) The Consultant will review field data and assign laboratory tests to understand select engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, it is anticipated the following laboratory testing may be performed:
   a) Water content
   b) Unit weight

c) Unconfined compressive strength
d) Atterberg limits (up to 10 tests)
e) Grain size distribution (up to 10 tests)
f) One dimensional consolidation (up to 4 tests)
g) Consolidated-undrained (CU) triaxial compression (up to 2 tests)

2) Laboratory testing includes examination of soil samples. Based on the results of the field and laboratory programs, Consultant shall describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

C. Engineering and Project Delivery

1) The results of the field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared. The geotechnical engineering report will provide the following:
   a) Boring logs with field and laboratory data
   b) Stratification based on visual soil descriptions
   c) Subsurface water levels observed during and after the completion of drilling, when applicable
   d) Site Location and Exploration Plans
   e) Subsurface exploration procedures
   f) Description of subsurface conditions
   g) Earthwork Analysis:
      - Site preparation
      - Shrink-swell soil design considerations, if applicable
      - Cut and Fill Construction
      - Structural fill material types, including suitability of on-site soils
      - Structural fill compaction criteria
      - Excavation considerations
   h) Pavement Analysis
      - Opinions of minimum pavement thickness (PCC)
      - Subgrade preparation recommendations for pavements
      - Subsurface drainage recommendations for pavements
   i) Proposed bridge/culverts analysis, consisting of:
      - 2 global slope stability cross-sections the bridge/culvert
      - 2 settlement calculations (same locations as noted above)

9. Traffic Impact Study and Engineering

A. Traffic Impact Study (TIS) scope will include the proposed site development only and not future development of surrounding lots.

B. The TIS will include the following intersections:
1) 32nd St SW & Grant St S
2) 32nd St SE & Pleasant St SE
3) Jorie Way & Proposed N-S Rd
4) Proposed NS Road and 15th St SE
5) Two Access from the site to adjacent streets

C. Traffic data collection:
1) Collect 12-hour turning movement counts at the 4 intersections
   a) 32nd St SW & Grant St S, 32nd St SE & Pleasant St SE
   b) 15th St SE & Pleasant St SE, 15th St SE and Eisenhower Dr SE

D. The TIS will analyze the following scenarios:
1) 2026 (existing conditions)
2) 2027 (opening day) Buildout only
3) 2047 (Design year) No Build

4) 2047 (Design Year) Buildout

E. Evaluate Traffic Signal and Turning Lane Warrants
   1) Evaluate warrants for right and left turn lanes where the traffic analysis indicates a need.
   2) Review Access Locations.
   3) Review adjacent streets and identify proposed changes.

F. Land Use
   1) Existing land usage, existing trip generation and distribution
   2) Proposed trip generation will be provided by the Client.
   3) Trip distribution will be accomplished by using Vistro and distribution patterns at current intersections.

G. Traffic Forecast
   1) The background traffic growth will be calculated using Iowa DOT AADT maps and MPO projections.
   2) Peak hour traffic generated by the proposed development shall be provided by the Client.
   3) Traffic forecast will be developed for the open year and design year scenarios.

H. Traffic Modelling
   1) Traffic models will be developed in Synchro or Vistro for the four (4) previously identified scenarios
   2) Analysis will be done using either Synchro/Simtraffic or Vistro, as needed
   3) The analysis will rely on delays and queue lengths.
   4) Analysis will utilize peak traffic volumes (provided by Client).

I. Conclusions and Recommendations
   1) A draft report will be prepared, summarizing the findings and recommendations on the following:
      a) Roadway and intersection safety and operations
      b) Geometric impacts to the streets and intersections (addition of turning lanes, change in control, signalization).
   2) A FINAL report will be prepared, summarizing the findings and recommendations incorporating any review comments received

J. Additional Services
   1) Additional traffic services may be required dependent on preliminary results, Client requests, and construction phasing. These additional services will be negotiated once the additional scope can be defined.
   2) Separate modeling and evaluation of peak season traffic generation is not currently included in our scope.

10. Environmental Permitting

A. Wetland and Waters of the United States (WOTUS) Delineation
   1) Conduct a wetland and WOTUS delineation to determine if the project site contains aquatic features that may be regulated by the US Army Corps of Engineers under Section 404 of the Clean Water Act.
      a) The delineation will define wetland and WOTUS boundaries and document vegetation, hydrology, and soils per the USACE Wetland Delineation Manual (1987) and Midwest Regional Supplement (2010).
      b) Conduct a preliminary desktop review using USGS topo maps, NWI maps, USDA Soil Survey maps, and historical aerial imagery.
      c) Conduct an on-site assessment of suspected wetland areas to collect data on vegetation, soils, and hydrology:
         1. Classify vegetation by stratum and species.
         2. Evaluate soils for hydric indicators via sampling.
         3. Document hydrology indicators.

d) Map boundaries of identified wetlands and waters with GPS (sub-meter accuracy).

2) Submit a Wetland and Waters of the United States Delineation Report to the client that can be used for submittal to the USACE. This report will include, but is not limited to sample locations, data forms, site photos, maps of the wetland area(s), and explanation of the results of the investigation.

B. Wetland and Stream Permitting

1) Permit applications will be prepared and submitted to the Iowa Department of Natural Resources through the Permit and Environmental Review Management Tool (PERMT) and to the Rock Island District Corps of Engineers through the Regulatory Request System (RRS). These applications will be utilized to obtain applicable Iowa DNR Flood Plain Management, Sovereign Lands/Environmental Review, Section 401 Water Quality Certification, and U.S. Army Corps of Engineers Section 404 permits. Applications will be submitted in two phases corresponding to roadway construction Phase 1 and Phase 2.

2) Shive-Hattery will act as the Authorized Agent throughout the permitting process. During this process, Shive-Hattery staff will respond to inquiries from the Iowa Department of Natural Resources and Rock Island District Corps of Engineers.

3) Phase 1 Permitting

a) Impacts to jurisdictional waters are anticipated during Phase 1. Total impacts are expected to be less than 0.5 acres, qualifying the project for Nationwide Permit #14 – Linear Transportation Projects.

b) Stream impacts will require compensatory mitigation. Shive-Hattery will:

1. Obtain quotes from approved mitigation banks within the project's service area.
2. Coordinate the purchase with the selected bank sponsor.
3. Provide proof of sale to the assigned USACE regulator.

4) Phase 2 Permitting

a) To confirm jurisdictional status of waters identified during delineation, Shive-Hattery will request an Approved Jurisdictional Determination (AJD) from USACE. The AJD will guide final roadway alignment to avoid impacts that could trigger an Individual Permit.

1. A *Request for Corps Jurisdictional Determination* package will be prepared and submitted to the Rock Island District Corps of Engineers. This request will be utilized to obtain the official Corps determination that jurisdictional waters of the United States are either present or absent on the subject property. Shive-Hattery will act as the Authorized Agent throughout the determination request process. During this process, Shive-Hattery staff will respond to inquiries from the Rock Island District Corps of Engineers.

b) If impacts remain less than 0.5 acres, Nationwide Permit #14 will apply.

c) Compensatory mitigation may be required for Phase 2. Shive-Hattery will:

1. Obtain quotes from approved mitigation banks within the project's service area.
2. Coordinate the purchase with the selected bank sponsor.
3. Provide proof of sale to the assigned USACE regulator.

C. Hydraulic Analysis & Floodplain Permitting

1) At the primary culvert location over Mud Creek, the Creek has a drainage area of approximately 10.4 square miles and is located within the city limits of Bondurant. Since the culvert location is in an urban area on a stream draining greater than two square miles, a floodplain permit will be required.

2) The effective floodplain insurance rate map (Panel #19153C0240F) became effective in February 2019. The FIRM Panel shows the project location to be mapped in Zone AE. Based on this and Iowa DNR rules, the replacement culvert will be required to meet "no-rise" criteria for the 100-year stream flow. The HEC-RAS model used to develop the

FIRM will be obtained for the project area to be used as the model baseline unless a different model is required to be used by Iowa DNR.

3) Iowa DOT methodology will be used to determine/validate stream flows at the project location and a modified effective model will be prepared, adding additional cross sections as needed to model both the existing bridges and proposed culvert.
4) Shive-Hattery will prepare a hydraulic memo and "no-rise" certification detailing hydraulic impact of the proposed structure, submit to the DNR for floodplain permitting and address questions from Iowa DNR during the review period until a permit is obtained.
    a) It should be noted that at this time, about 90 days is anticipated from the date of the submittal until receipt of a floodplain permit by Iowa DNR.
5) One additional secondary culvert located east of Mud Creek will be sized according to SUDAS design criteria. The culvert will not require floodplain review and has a drainage area of approximately 0.4 square miles.

D. Federal and State Section 7 Threatened & Endangered Species and Migratory Bird Habitat Review
    1) Federally Listed Species Review
        a) Shive-Hattery will conduct a habitat-based review of the review area in accordance with the U.S. Fish & Wildlife Service's (USFWS) Endangered Species Act (ESA) Section 7 and the Migratory Bird Treaty Act (MBTA). The review will include:
            (i) Obtaining an official species list via the USFWS IPaC system.
            (ii) Desktop analysis of species habitat requirements and potential occurrence within the review area.
            (iii) Field reconnaissance by qualified environmental staff to identify potential habitat features. GPS data will be collected.
            (iv) Preparation of a report summarizing findings, including maps of potential habitat and supporting documentation.
        b) Because the project will involve federal permitting (USACE) or funding, Shive-Hattery will prepare a Section 7 memo with effect determinations ("No Effect," "May Affect – Not Likely to Adversely Affect," or "May Affect – Likely to Adversely Affect") consistent with USFWS guidance. For non-federal projects, a Section 9 memo will assess potential "take" under ESA.
    2) State Listed Species Review
        a) In addition to federally listed species, Shive-Hattery will review potential habitat for state-listed threatened and endangered species within the review area. For projects in Iowa, an Environmental Review Request will be submitted to the Iowa Department of Natural Resources (Iowa DNR) through the PERMT system. This request will include project details, location maps, and a description of potential impacts to state-listed species and sensitive habitats. The Iowa DNR will provide a response identifying any concerns or required coordination. Shive-Hattery will incorporate the results of this review into the project documentation and recommend avoidance or minimization measures as needed.
    3) Tree Clearing Coordination (Bat Species)
        (a) Various tree species are present within the project area that may require clearing. Some trees could qualify as bat habitat, specifically downstream of the existing Mud Creek culvert. There are also trees located on the north side of the road along a portion of the roadway. These may or may not be considered suitable bat habitat.
            (i) <u>In order to proceed without schedule delay, Shive-Hattery recommends that trees to the north of the road within the Right of Way be cleared before April 1, 2026.</u> If the trees are cleared and the project does not include additional tree clearing, a supplemental bat habitat assessment may not be required.
            (ii) If trees are not cleared ahead of April 1, 2026, a habitat survey and report for the project area will be conducted so that trees not considered bat habitat could be

cleared between April 1, 2026, and September 30, 2026. Suitable bat habitat trees may not be cleared during that time and if present may delay construction progress.

E. The Consultant shall coordinate the required NPDES permit publishing of the public notice of stormwater discharge and provide proof of publication to the contractor.

F. The consultant shall coordinate with the Iowa Department of Natural Resources (IDNR) to obtain an IDNR Public Water Supply Construction Permit as necessary for Phase 2 roadway improvements.

11. Functional Design Development 30%

A. Prior to preliminary design, the consultant shall develop a functional design plan for all roadway sections including a design criteria memo to document the design criteria to be utilized for the project.
   1) The functional design will establish necessary ROW, proposed roadway cross section, identify existing utilities, potential conflicts and relocations.
   2) Functional Design will also include 20%-30% design refinement, associated plan sheets, and cost opinion establishing cost share for RISE funding.
   3) The functional design plans, cost estimate and RISE application will then be submitted to the RISE committee for review and consideration.

12. Preliminary Design and Plan Preparation

A. Following the Functional Design Phase, the Consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed grading, drainage, paving, signing, public and private located within the proposed right-of-way, aesthetics, and other features of the project. The plans for the project will be approximately 60% complete upon completion of the Preliminary Design. Plans will be prepared in accordance with the Iowa SUDAS.

B. Tasks included within the preliminary design include:

   1) Roadway design and modeling.
   2) Hydraulic modeling of Mud Creek at proposed crossing to determine type/size of culvert crossing.
   3) Preliminary design and layout of storm sewer, sanitary sewer, and water utilities
   4) Generate surface models to be used for earthwork calculations.
   5) Identify constraints or conflicts which affect the anticipated cost & location of the proposed facilities.
   6) Establish project bid items and quantities.
   7) Coordination of the proposed project with existing utilities. (Refer to Utility Coordination Section)
   8) Prepare and submit various wetland and floodplain permitting to governing jurisdictions for review and comment. (Refer to Permitting Section)
   9) Prepare Opinion of Probable Cost

C. Preliminary Design plans will include the following:

   1) Title and General Information Sheets (A Sheets)
   2) Preliminary Typical Cross Sections (B Sheets)
   3) Preliminary Plan and Profile Sheets (D and E Sheets)
   4) Reference Ties and Bench Marks (G Sheets)
   5) Preliminary Staging (J Sheets)
   6) Preliminary Stormwater Drainage Design (M Sheets)
   7) Preliminary Sanitary Sheets (MSA Sheets)
   8) Preliminary Watermain Sheets (MWM Sheets)

9) Preliminary Traffic Signal, Pavement Marking, and Signage (N Sheets)
10) Preliminary Culvert Type, Size, and Location Plans (V Sheets)
11) Preliminary Cross Section Sheets (W, X, Y Sheets)

D. An Opinion of Probable Construction Cost will be completed with Preliminary Design.
E. Deliverables: Preliminary Plans, Preliminary Opinion of Probable Cost.

13. Utility Coordination

A. The Consultant shall coordinate with utility companies in the corridor to discuss impacts to their facilities by the proposed roadway improvements. The anticipated utilities located within the corridor are listed below:

1) Bondurant Water
2) Bondurant/WRA Sanitary
3) Mid-American Gas & Electric
4) Northern Natural Gas
5) Windstream
6) Lumen/CenturyLink
7) Zayo Fiber

B. It is anticipated up to two (2) meetings with each of the utilities will be held to discuss their impacts to their facilities and a plan for relocation.
C. The Consultant shall coordinate with the utilities during relocation of their facilities, as necessary.

14. Final Plans and Specifications

A. Based upon approved preliminary design, the Consultant shall subsequently proceed with final design, construction drawings, specifications, and an opinion of probable construction cost for the award of a single contract for the construction of the proposed improvements. Final Plans and Specifications to include the following:

1) Title and General Information Sheets (A Sheets)
2) Typical Cross Sections (B Sheets)
3) Estimate of Quantities, Estimate Reference Information, Tabulations (C Sheets)
4) Plan and Profile Sheets (D and E Sheets)
5) Reference Ties and Bench Marks (G Sheets)
6) Right-of-way Sheets (H Sheets)
7) Traffic Control and Staging (J Sheets)
8) Intersection Geometrics and Jointing Plans (L Sheets)
9) Stormwater Drainage Design (M Sheets)
10) Sanitary Sheets (MSA Sheets)
11) Watermain Sheets (MWM Sheets)
12) Preliminary Traffic Signal, Pavement Marking, and Signage (N Sheets)
13) Watermain sheets (O Sheets)
14) Street Lighting Design and Electrical Sheets (Street lighting layout and photometric calculations shall in be included, it is anticipated circuitry and installation of any wiring will be by the utility provider (P Sheets)
15) Erosion Control Sheets (RR Sheets)
16) Curb Ramp, Sidewalk, and Trail Plans and tabulations (S Sheets)
17) Culvert Type, Size, and Location Plans (V Sheets)
18) Detailed Cross Sections (W, X, Y Sheets)

B. Opinion of Probable Cost
C. Deliverables: Final Plans and Specifications, Final Opinion of Probable Cost

15. Bidding

A. The Consultant will coordinate and manage the letting process for the project including preparing the formal Notice of Hearing and Letting, and plan clarification and addenda. Consultant to attend bid opening, prepare the bid tabulation, make recommendation of award of contract, and secure the necessary contractual documents.
B. Provide the Iowa DOT RISE office the bid tabulation and associated documents to request award of the contract (Phase 1)
C. A maximum of two (2) bid packages are assumed for the project.

Construction Engineering Services

1. Construction Administration

A. Construction Administration services shall consist of office-based services to assist the City in implementing the construction contract for this project. The work tasks to be performed by the Consultant shall include the following:
   1) Attend a Pre-Construction Meeting after the award of the construction contract for the Contractor, Subcontractors, Utility Companies and other interested parties.
   2) Review Shop drawings, samples, and other data which the Contractor is required to submit.
   3) Participate in weekly Construction meetings. For budgeting purposes, it is assumed meetings will completed in accordance with the schedule included within this professional services agreement.
   4) Provide visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor's work. For budgeting purposes, it is assumed two site visits per week will be completed in accordance with the schedule included within this professional services agreement and shall coincide with the timing of the weekly construction meetings.
   5) Provide a final review of work for each phase to determine if work has been completed satisfactorily according to contract documents. Prepare a list of deficient items to the Contractor as required.
   6) Review final payment application, bonds, and provide recommendation to Owner for final project acceptance.
   7) Issue necessary interpretations and clarifications of the plans, and in connection therewith, prepare change orders as required.
   8) Assist in processing Pay Requests and Change orders and RISE Reimbursement coordination.
   9) Prepare construction record drawings defining the actual location of improvements and fixtures showing those changes made during construction, based on the marked-up drawings and other data furnished by the contractor and the Resident Construction observer. Field survey of the constructed project is not included.

2. Resident Construction Observation

A. Work to be performed under this phase of the Project shall include fresh concrete testing and frequent resident observation of the construction work in addition to that included under Construction Administration. The Consultant shall determine the monthly quantities of work completed and recommend, in writing, payments to the Contractor in such amounts. Resident Construction Observation Services are assumed to be completed in accordance with schedule

included within this professional services agreement.

B. Documentation of construction progress as observed by resident construction observers including photographs and written field reports containing information on unexpected issues encountered in the field, timing of when individual infrastructure items are installed, and weather conditions on site.

C. Work shall include observing the performance of construction work and advising the Contractor and the City of non-complying work or materials incorporated into the project.

D. Testing of mature concrete (strength testing of hardened concrete samples), moisture and density of soil shall be by an independent testing consultant and has been included under this agreement. Coordination and scheduling of material testing is to be performed by the contractor.

E. It is anticipated that resident construction observation will be completed on a near daily basis to aid in construction progress and respond to construction issues quickly. Additionally, due to the location of the work and project spanning a large area one to two resident construction observers may be required at a given time depending on the contractor's operation.

3. Construction Staking

A. Construction survey - Perform construction staking for Phase 1 and 2 Roadway Improvements as show in the attached Exhibit. Construction staking to include the following:
   1) Mobilization – control network\gps machine control verification for mass grading
   2) Project limit stakes – right-of-way and easements
   3) Removal limit stakes
   4) Storm sewer stakes
   5) Water main stakes
   6) Paving stakes
   7) Sidewalk and trail stakes
   8) Traffic signal poles
   9) Restaking and miscellaneous item allowance.
      a) The base scope of survey services to be provided by the Owner includes an allowance for restaking and additional miscellaneous items requested by the Contractor. This allowance includes a maximum of an additional ten (10) trip to the site.

B. Additional Staking Services
   1) The following items are not included in the construction survey scope of services but can be provided by Shive-Hattery to the Contractors.
      a) Silt fence or stormwater control locations.
      b) Rough grade stakes or grade stakes if GPS equipment is not utilized.
      c) Traffic control equipment, wiring, and interconnections.
      d) Landscaping locations and limits.
      e) Pavement markings.
      f) Restaking of above listed items.
      g) Staking of additional items not specifically described above.

4. Construction Materials Testing

A. Construction Materials Testing (By SubConsultant) SubConsultant will provide employees appropriately trained and equipped to respond to the testing and special inspection needs of this project. The scope of the on-call services includes:
   1) Earthwork compaction testing
      a) Site preparation observation
      b) Site grading fill placement
      c) Utility trench backfill

2) Laboratory soil/aggregate testing
   a) Standard Proctors
   b) Atterberg limits
   c) Relative densities
3) Portland cement concrete testing
   a) Laboratory compressive strength testing of cylinders or beams
4) Project Management
   a) Attend pre-construction meetings and periodic project meetings at Client's request
   b) Supervision of laboratory and field services
   c) Preparation and review of project reports

B. Proposed testing methods and frequencies are based on SUDAS specifications.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

• Phase 1 (P1) Functional Design	January - February 2026
• Submit RISE Application and Function Dsn.	February 13, 2026
• Award RISE Funding – DOT Commission Mtg	March 10, 2026
• Utility Coordination, Permitting	April - August 2026
• 60% P1 Design Submittal (City Review)	May 2026
• Property Acquisition	April - June 2026
• 90% P1 Plans/Specs Submittal (City & RISE Review)	June 11, 2026
• 100% P1 Construction Docs (City & RISE Review)	June 25, 2026
• Approve Plans & Specs – DOT Concurrence	July 6, 2026
• Local Bid Letting, Award Construction	August 5, 2026
• Begin P1 Construction	August 2026
• P1 Substantial Completion – Open for Traffic	July 23, 2027
• P1 Final Completion	November 2027
• Phase 2 (P2) Design	August – November 2026
• Phase 2 (P2) Construction	March – November 2027

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Phase 1 Design Services	Fixed Fee	$ 1,560,000	Included	$ 1,560,000
Phase 1 Construction Services	Fixed Fee	$ 266,000	Included	$ 266,000
Phase 2 Design Services	Fixed Fee	$ 893,000	Included	$ 893,000
Phase 2 Construction Services	Fixed Fee	$ 234,000	Included	$ 234,000
	TOTAL	**$ 2,953,000**	Included	**$ 2,953,000**

Fee Types:

1. Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

2. Included - For Fixed Fee Type, expenses have been included in the Fee amount. For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

See attached Standard Hourly and Expense Fee Schedule.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design-related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Environmental permitting beyond what has been identified within the above scope of services
2. Making changes subsequent to previously approved design decisions.
3. Additional Bid Lettings or Packages beyond the two identified.
4. Additional Construction Administration and Construction Resident Engineering required due to revisions to anticipated construction schedules.
5. Potholing, Subsurface Utility Investigations.
6. Aesthetic improvements

EXHIBITS

1. Exhibit A – Scope of Public Improvements
2. Exhibit B – Public Improvements Project Schedule

STANDARD TERMS AND CONDITIONS

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PARTIES

"S-H" or “Shive-Hattery” shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., Helix Design Group, a Division of Shive-Hattery, Inc., Shive-Hattery New Jersey, Inc., WSM, a Division of Shive-Hattery, Inc., or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys’ fees, experts’ fees, or any other legal costs , in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars ($50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys’ fees, experts’ fees, or other legal costs to the extent caused by S-H’s negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys’ fees, expert’s fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney’s fees, experts’ fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H’s drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H’s Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY
The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT
Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION
Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS
S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs , expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES
Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS
CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW
If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to

permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT’s contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H’s services, additional costs and expenses in S-H’s performance of its services, or other effects in S-H’s services, stemming in whole or part from such events and circumstances (collectively, “Excusable Events” or, singularly, an “Excusable Event”): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT’s contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT’s suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT’s contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT’s contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H’s time for performance of its services, as well as equitably

increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT
Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER
Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW
This Agreement shall be governed pursuant to the laws in the state that the project is located.

EQUAL EMPLOYMENT OPPORTUNITY
It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

HARASSMENT
If either party becomes aware of any form of harassing conduct by the other party's employees, agents, contractors, consultants, vendors, or affiliated companies, the party receiving the harassing conduct will promptly investigate the reported conduct and take appropriate action that may include termination of this Agreement by providing written notice to the other party. Prior to the written notice to terminate, all applicable obligations contained in this Agreement by either party remain in effect. Harassment conduct includes any verbal, physical, and visual or pictorial content that creates an intimidating, offensive, obscene, or hostile working environment, unwanted and unsolicited verbal comments, sexual advances or innuendo, unwelcome jokes or banter, threats, or derogatory comments.

COMPLETE AGREEMENT
This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE
Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



David Fliehler, Civil Engineer
dfliehler@shive-hattery.com

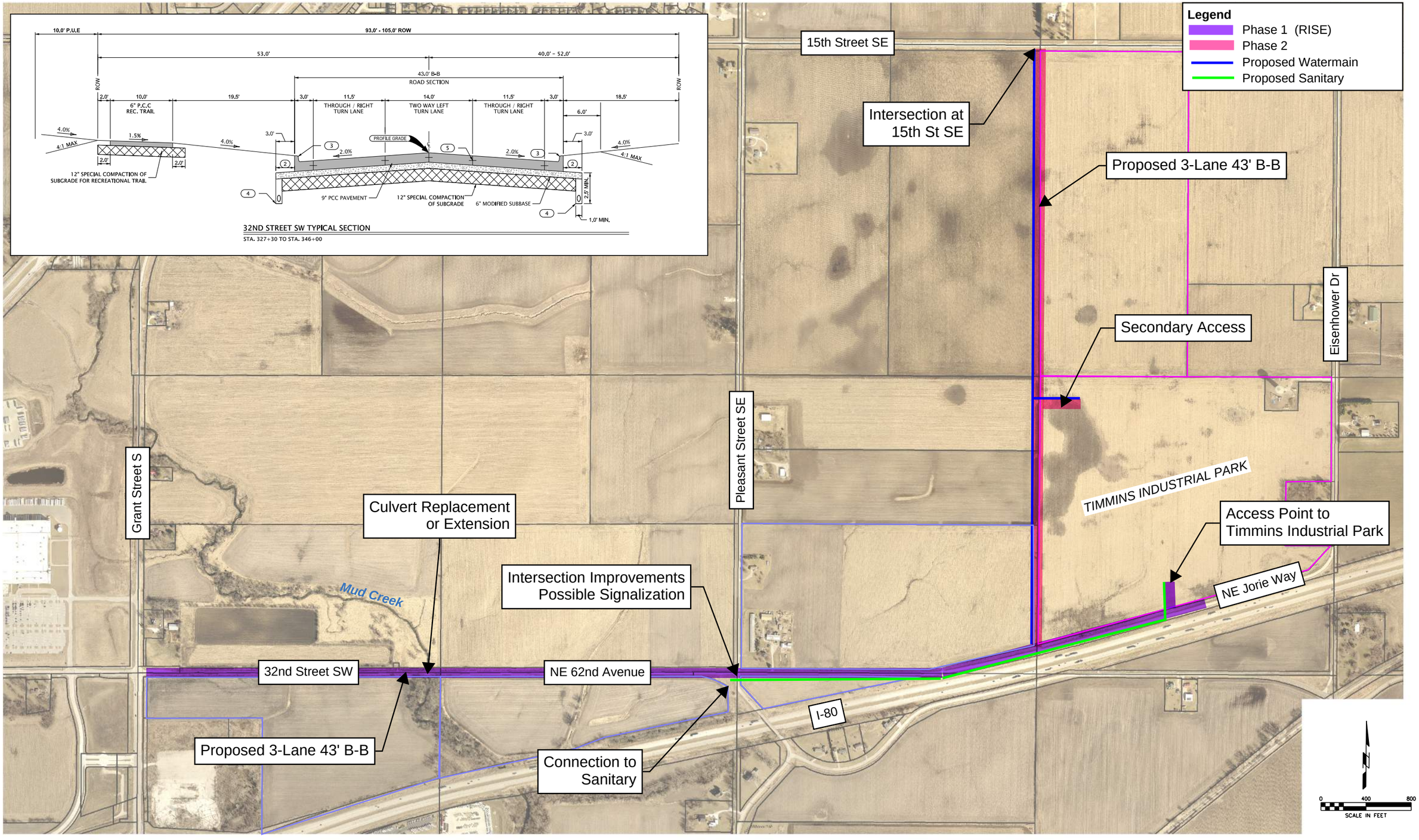
AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Bondurant, IA

BY:_____ **TITLE:**_____
(signature)

PRINTED NAME:_____ **DATE ACCEPTED:**_____

CC: Nathan Hardisty
Victoria Watts

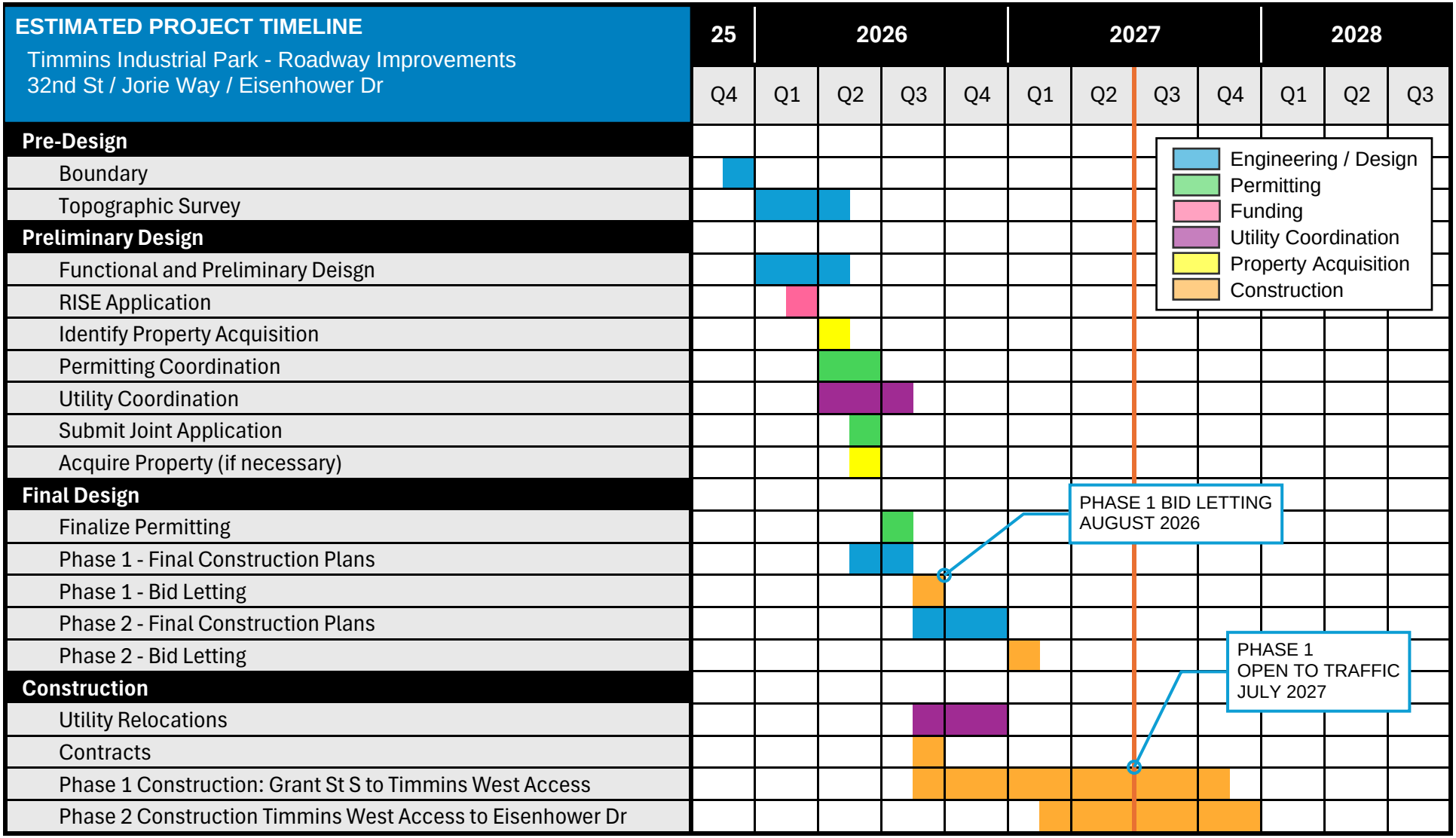

10.0' P.U.E
93.0' - 105.0' ROW
53.0'
40.0' – 52.0'
43.0' B-B
ROAD SECTION
ROW
2.0'
10.0'
6" P.C.C
REC. TRAIL
19.5'
3.0'
11.5'
THROUGH / RIGHT
TURN LANE
14.0'
TWO WAY LEFT
TURN LANE
11.5'
THROUGH / RIGHT
TURN LANE
3.0'
18.5'
6.0'
ROW
4.0%
4:1 MAX
1.5%
2.0'
12" SPECIAL COMPACTION OF
SUBGRADE FOR RECREATIONAL TRAIL
4.0%
3.0'
2.0%
PROFILE GRADE
2.0%
3.0'
4.0%
4:1 MAX
9" PCC PAVEMENT
12" SPECIAL COMPACTION
OF SUBGRADE
6" MODIFIED SUBBASE
2.5' MIN.
1.0' MIN.
32ND STREET SW TYPICAL SECTION
STA. 327+30 TO STA. 346+00
Legend
Phase 1 (RISE)
Phase 2
Proposed Watermain
Proposed Sanitary
15th Street SE
Intersection at
15th St SE
Proposed 3-Lane 43' B-B
Secondary Access
Eisenhower Dr
Grant Street S
Pleasant Street SE
TIMMINS INDUSTRIAL PARK
Access Point to
Timmins Industrial Park
NE Jorie Way
Culvert Replacement
or Extension
Mud Creek
Intersection Improvements
Possible Signalization
32nd Street SW
NE 62nd Avenue
I-80
Proposed 3-Lane 43' B-B
Connection to
Sanitary
N
0
400
800
SCALE IN FEET

ATTACHMENT B - PROJECT SCHEDULE

12/09/2025

ESTIMATED PROJECT TIMELINE

Timmins Industrial Park - Roadway Improvements
32nd St / Jorie Way / Eisenhower Dr



BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.kk.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving proposal from Bell Brothers Heating and Air Condition in the amount of $17,844 for the purchase and installation of three AprilAire E-100 E-Series dehumidifiers at City Hall

CONTACT PERSON:
Jene Jess, Assistant City Administrator

BRIEF HISTORY & ANALYSIS:

City staff recommends approval of a proposal from Bell Brothers Heating and Air Conditioning, Inc. to provide and install three AprilAire E-100 E-Series dehumidifiers at City Hall. The proposed equipment is ENERGY STAR® Most Efficient rated and is designed to remove excess moisture to improve indoor air quality and protect the facility from humidity-related issues.

The scope of work includes installation per manufacturer specifications, new sheet metal ductwork for whole-building functionality, all required electrical work, system start-up and testing, and owner operation and maintenance instructions. The proposal includes a 5-year parts warranty and 2-year labor warranty.

The total cost of the project is $17,844.00, which includes equipment, labor and materials. No carpentry, drywall, or ceiling repairs are included in this proposal.

Humidity has been a problem at City Hall and led to the need to remediate a growing mildew/potential mold problem last summer.

Funding is available in the approved City Hall facilities maintenance budget (or applicable fund, as determined by staff).

FUNDING SOURCE: City Hall Capital Fund and/or General Fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 251215-387
2. City of Bondurant Dehumidifier Proposal (Itemized)

CITY OF BONDURANT
RESOLUTION NO. 251215-387

A RESOLUTION APPROVING A PROPOSAL FROM BELL BROTHERS HEATING AND AIR CONDITIONING, INC. FOR THE PURCHASE AND INSTALLATION OF DEHUMIDIFIERS AT CITY HALL

WHEREAS, the City of Bondurant has identified the need to improve humidity control and indoor air quality within City Hall; and

WHEREAS Bell Brothers Heating and Air Conditioning, Inc. submitted a proposal dated October 8, 2025, for the purchase and installation of three (3) AprilAire E-100 E-Series dehumidifiers, including all associated equipment, labor, materials, electrical work, and system start-up; and

WHEREAS the proposed dehumidifiers are ENERGY STAR® Most Efficient rated and include a five (5) year parts warranty and a two (2) year labor warranty; and
WHEREAS, the total cost of the proposal is Seventeen Thousand Eight Hundred Forty-Four Dollars ($17,844.00), inclusive of labor and materials; and

WHEREAS City staff has reviewed the proposal and recommends approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA, that the proposal from Bell Brothers Heating and Air Conditioning, Inc. in the amount of $17,844.00 for the purchase and installation of dehumidifiers at City Hall is hereby approved.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute any necessary documents related to this proposal, and the City Clerk is authorized to process payment in accordance with City policies.

Passed this 15th 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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

HEATING AND AIR CONDITIONING, INC

2822 6TH Ave. ● DES MOINES, IOWA 50313 ● 515-244-8911 ● (FAX) 515-244-0344

www.bellbrothers.com

October 8th, 2025

PROPOSAL FOR:

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

Bell Brothers Heating and A/C Inc. is pleased to offer you this proposal for the new boiler system for your home.

Bell Brothers To Provide The Following Items:

3/EA AprilAire E-100 E-Series Dehumidifier. The AprilAire Dehumidifier, recognized as ENERGY STAR® Most Efficient, effectively removes up to 100 pints (12.5 gallons) of moisture daily, ensuring optimal indoor air quality. The built-in control feature allows for a "set it and forget it" experience, automatically initiating dehumidification when humidity levels exceed the target.

- Installation of the new equipment per approved per manufacturers specifications.
- Provide and install new sheet metal ductwork for whole home functionality.
- Inclusion of all necessary high and low voltage electrical work.
- Owner's operation and maintenance instructions.
- Complete equipment checks test and start-up procedures per manufacturer's specifications.

Warranty Coverage:

- **5-year** all parts warranty.
- **2-year** all labor warranty with 24 hours Bell Brothers services.
- All other manufacturer's warranties apply.

Notes & Exclusions:

- Only the above items are included in this proposal. Any additional items required will be supplied only upon your approval and paid for as extra.
- Any carpentry, drywall, ceiling etc., repairs are NOT included.

Equipment and MaterialCost: $12,491.00
Labor Cost: $5,353.00

Total Due to Bell Brothers: $17,844.00

**Price included tax's, labor, and materials. **

Terms and Conditions on Page 3 of this document are Part Hereof

TRUST THE EXPERTS

Proposal Acceptance: The above prices, specifications, and conditions are satisfactory and here-by accepted. Bell Brothers is authorized to do the work as specified. Payment will be made upon completion of the job or as specified above.

_____	_____
City of Bondurant Owner	Brandon Reynolds Comfort Consultant

Terms and Conditions on Page 3 of this document are Part Hereof

TRUST THE EXPERTS

Terms and Conditions

1. This proposal may be withdrawn by the Company if not accepted within 30 days.

2. The Company shall provide only trained and qualified technicians employed by us.

3. All labor is to be performed during Company's regular working hours, unless noted in this proposal.

4. Until final payment is made, the Company will retain the title to all materials and equipment it installs.

5. Unless noted in this proposal, payment is due in full upon completion of work. A monthly finance charge of 1 1/2 percent per month may be levied on Customer's account if delinquent over 30 days.

6. Customer shall assume risk of loss or damage to equipment after it is set in place on the job, and carry appropriate fire, extended coverage and other necessary insurance.

7. Every attempt will be made to complete the work on the date(s) specified, but because the Company may have no control over equipment availability and delivery, all completion dates are estimates only.

8. The Company shall not be liable for damage, loss or delays resulting from fire, explosion, flooding, the elements, labor troubles, or any other cause beyond our control.

9. The Company shall use ordinary care in performing all work, but shall not be liable for incidental or consequential damages, nor shall it be liable for injuries to persons or damage to property except those directly caused be negligent acts of the Company's employees.

10. Seller makes no warranties (including any warranties as to merchantability or fitness) either express or implied with respect to the equipment unless endorsed hereon in writing. Buyer shall be limited to the warranties of the respective manufacturers of the products sold.

11. The Company shall not be liable for any present and future taxes, charges or other governmental fees, or any items of equipment, labor or special tests required or recommended by insurance companies, equipment vendors or governmental authorities.

12. The Company shall not be liable for the identification, detection, abatement, encapsulation, storage, removal or transportation of any regulated or hazardous substances. Regulated or hazardous substances may include, but are not limited to asbestos, certain refrigerants and refrigerant oils. If any such products or materials are encountered during the course of work, the Company can discontinue work until regulated or hazardous materials have been removed or hazard or liability is eliminated. The Company shall receive an extension equal to the time of delay to complete the work and reserves the right to be compensated for any loss due to a delay.

13. This agreement contains the entire understanding between the Company and the Customer, any modifications, amendments or changes must be in writing and signed by both parties.

Terms and Conditions on Page 3 of this document are Part Hereof

TRUST THE EXPERTS

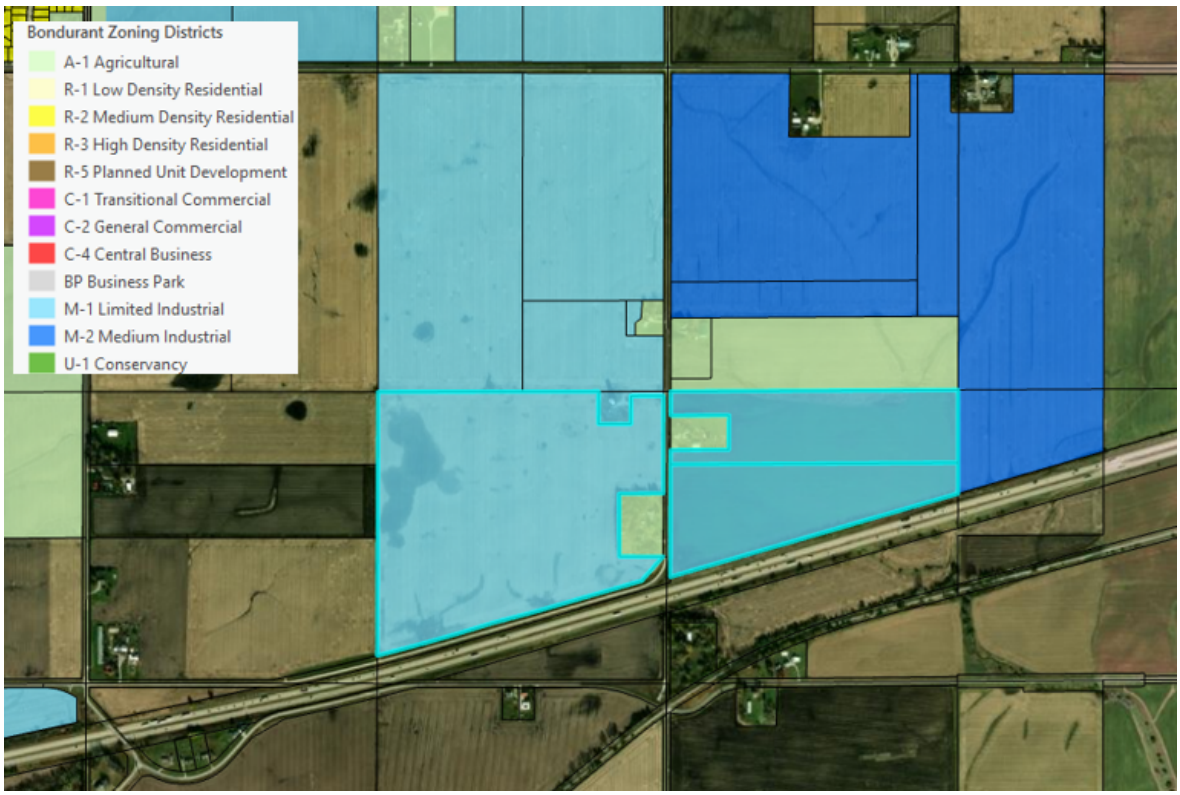
BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 7.a.
For Meeting of 12/15/2025
Ordinance

TITLE: - Second and possible third (final) Reading of 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

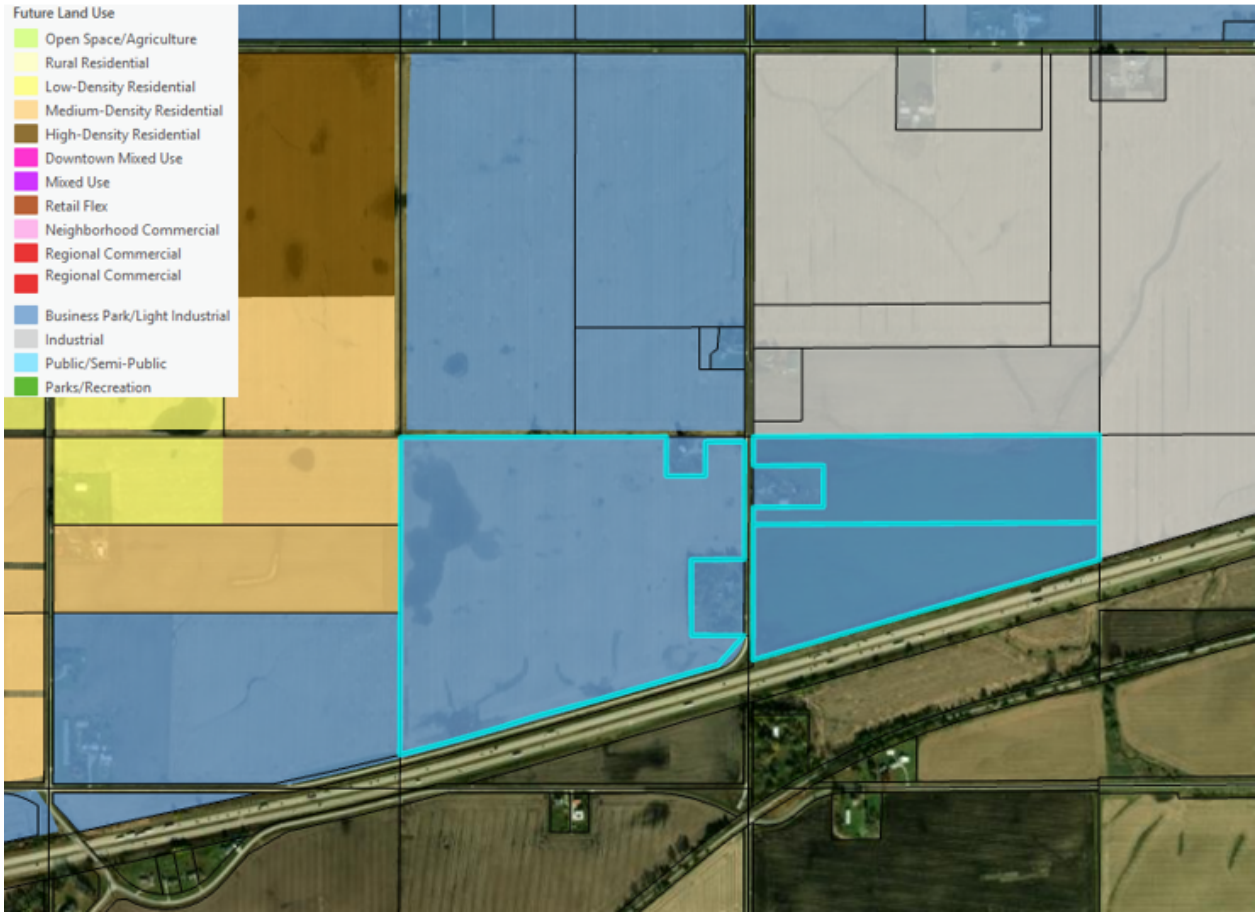
BRIEF HISTORY & ANALYSIS: A public hearing for the rezoning request was held earlier on the agenda. The Planning and Zoning Commission also held a public hearing on this on December 1, 2025. The City has initiated a rezoning process to consider changing the zoning classification of the Certified Timmins 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.

The first reading of this ordinance was approved at the December 1, 2025, council meeting.

FUNDING SOURCE: The publication for this is funded through the General Fund/Planning.

STAFF RECOMMENDATION: Waive second and approve ordinance on third (final) reading.

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. 7.b.
For Meeting of 12/15/2025
Ordinance

TITLE: - (First Reading) Ordinance amending various sections of the Bondurant Municipal Code to update publication and public notice requirements to four (4) and twenty (20) days in compliance with the 2025 Iowa Acts

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS:

During the 2025 legislative session, the Iowa Legislature enacted amendments to Iowa Code Chapter 362 and various cross-referenced statutes that govern municipal publication and public notice requirements. The new legislation standardizes all municipal notice periods to **not less than four (4) days and not more than twenty (20) days** prior to the meeting, hearing, or action for which the notice is required. This change replaces several long-standing timelines in state law, including the former 10-day and 15-day minimum notice periods commonly found in zoning, subdivision, Board of Adjustment, and other procedural chapters.

Because numerous sections of the Bondurant Municipal Code contain embedded notice timelines based on the previous statutory requirements, updates are necessary to ensure alignment with state law and to maintain consistent, legally compliant procedures across all departments. The Code sections affected include:

- **Chapter 122.17 – Notice Requirements**
- **Chapter 179.04 – Amendment Procedure** *(also slated for broader revision during the comprehensive Zoning Code update anticipated for adoption in 2026)*
- **Chapter 180.04 – Zoning Public Hearing Notice Requirements**
- **Chapter 180.11 – Board of Adjustment Notice Requirements**
- **Section 27.02.2.E – BOA Powers and Duties (Notice Provisions)**
- **Section 18.05 – Publication Requirements**

This ordinance updates these sections by replacing the outdated timelines with the new statutory requirement of **4–20 days**. This amendment ensures procedural consistency, reduces the risk of defective or noncompliant notices, and provides clarity for staff, applicants, and the public.

Adopting this ordinance aligns the City's notice procedures with current Iowa law and supports transparent and predictable public engagement practices. No additional administrative impacts are anticipated beyond updating internal checklists and standard operating procedures.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. ORDINANCE NO. 251215-230

CITY OF BONDURANT
ORDINANCE NO. 251215-230

AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE BONDURANT MUNICIPAL CODE TO UPDATE PUBLICATION AND PUBLIC NOTICE REQUIREMENTS TO FOUR (4) AND TWENTY (20) DAYS IN COMPLIANCE WITH THE 2025 IOWA ACTS

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

SECTION 1. PURPOSE.
The purpose of this ordinance is to update the City of Bondurant Municipal Code to align with the 2025 Iowa legislative amendments to Iowa Code Chapter 362 and related statutes, which require municipal public notices to be published or posted not less than four (4) days and not more than twenty (20) days before the meeting, hearing, or action for which the notice is required.

SECTION 2. AMENDMENTS.
The following sections of the Bondurant Municipal Code are hereby amended by striking the previous public notice timeline language and replacing it with:

“Notice shall be published or posted not less than four (4) days nor more than twenty (20) days prior to the meeting, hearing, or action, in accordance with Iowa Code Chapter 362 as amended.”

The sections amended include:

1. Chapter 122.17 – Notice Requirements
2. Chapter 179.04 – Amendment Procedure
   (Note: This section will also be reviewed and updated as part of the comprehensive Zoning Code update anticipated for adoption in early 2026.)
3. Chapter 180.04 – Notice of Public Hearing (Zoning)
4. Chapter 180.11 – Board of Adjustment Notice Requirements
5. Section 27.02.2.E – Powers and Duties of the Board of Adjustment (Notice Provisions)
6. Section 18.05 – Publication Requirements

Any reference in these sections to prior notice periods (e.g., 10 days, 15 days, or 30 days) is hereby replaced with the new 4–20-day notice window.

SECTION 3. CONSISTENCY WITH STATE LAW.
If any other portion of the Bondurant Municipal Code contains a notice requirement inconsistent with the 2025 Iowa Acts regarding public notice timelines, the requirements of state law shall govern until such time as the City formally amends those sections.

SECTION 4. SEVERABILITY.
If any section or provision of this ordinance is held invalid, the remainder shall remain in

full force and effect.

SECTION 5. REPEALER.
All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 6. EFFECTIVE DATE.
This ordinance shall become effective after its final passage, approval, 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 15, 2025
SECOND CONSIDERATION:
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. 7.c.
For Meeting of 12/15/2025
Ordinance

TITLE: - (First Reading) Ordinance approving and establishing a water wheeling cost recovery policy and methodology

CONTACT PERSON:
Jene Jess, Assistant City Administrator

BRIEF HISTORY & ANALYSIS:

Subject

Consideration of an ordinance amending Chapter 92 of the City Code to establish a methodology for recovering Bondurant's operations, maintenance, and capital depreciation costs associated with Des Moines Water Works, DMWW, wheeling water through Bondurant's municipal water distribution system.

Background

The City of Bondurant and Des Moines Water Works entered into a Water Wheeling Agreement in 2020. Under this agreement, DMWW conveys water through Bondurant's water distribution mains to reach DMWW customers located east of the community. The agreement requires Bondurant to pay DMWW a proportionate share of operating and maintenance costs related to the DMWW booster station that delivers wholesale water to Bondurant, and the volume of water DMWW wheels through Bondurant's system is deducted from Bondurant's share of O&M to avoid subsidizing DMWW's booster operations. While the agreement accounts for DMWW's use of DMWW-owned facilities, it does not reimburse Bondurant for the use of Bondurant-owned infrastructure. DMWW's wheeling activity travels through Bondurant's mains, valves, pressure zones, and water tower, contributing to operational workload, long-term capital wear, and depreciation borne solely by Bondurant's ratepayers. City staff completed a cost recovery analysis to determine Bondurant's proportionate O&M and depreciation costs attributable to DMWW's use of City infrastructure. The proposed ordinance does not bill DMWW directly, because the Wheeling Agreement requires a written

amendment before billing may occur. The ordinance establishes the City's official calculation methodology for use in seeking such an amendment.

As wheeling activity has increased, staff conducted a cost-of-service analysis to identify the impacts to Bondurant's system and to ensure Bondurant's ratepayers are not subsidizing infrastructure use by external parties. The analysis determined that both operational impacts and long-term capital depreciation costs are attributable to wheeling flows and should be recovered proportionally.

On both September 30, 2025 and November 21, 5025, City staff met with DMWW leadership to present the findings of the cost recovery analysis and to communicate the City's intent to pursue a negotiated amendment to the Wheeling Agreement. DMWW was informed that the City intends to adopt a transparent, consistent methodology for cost recovery as part of its internal policy framework.

The proposed ordinance does not impose charges on DMWW or any other entity. Rather, it establishes the City's official methodology for internal cost calculation and positions the City to negotiate contractual amendments consistent with that methodology. Under existing agreements, any charge to an external wheeling user must be implemented through a mutually executed contract amendment.

Analysis

The proposed ordinance:

- **Establishes a standardized cost-of-service methodology reflecting both operating costs and capital depreciation.**
- Utilizes a proportional-use factor based on system mapping and hydraulic routing.
- Ensures Bondurant ratepayers are protected from subsidizing external system use.
- Provides annual recalculation and documentation requirements for transparency.
- Clearly states that no charges apply unless authorized by a written agreement with the external user.

Adopting the ordinance will strengthen the City's negotiating position by demonstrating that Bondurant is applying a consistent, equitable methodology for system cost recovery. The ordinance also provides administrative clarity for future staff and for any future wheeling agreements with other utilities.

Based on system mapping and hydraulic routing, DMWW uses 12.91 percent of

Bondurant's water distribution system to wheel water to its rural service territory. This proportion is applied to both operational and capital cost categories. For FY2025, DMWW wheeled 71,978,559 gallons through Bondurant's system. Using Bondurant's O&M water rate of $9.19 per 1,000 gallons, the O&M basis equals $661,482.95. Applying the 12.91 percent proportional use factor results in an O&M allocation of $85,398.45. Bondurant's system replacement value is $110,297,952.10, producing annual depreciation of $1,838,299.20. Applying the proportional use factor results in a DMWW depreciation allocation of $237,462.53. Combined, the FY2025 recoverable cost is $322,860.98. Projected recoverable totals increase with scheduled water rate adjustments, with FY2026 at $333,509.69 and FY2027 at $345,477.47. The ordinance formalizes the methodology used to produce these figures, ensuring that Bondurant's customers do not subsidize external utility use.

FUNDING SOURCE: This would be a water utility revenue source.

STAFF RECOMMENDATION: Staff recommends approval of the ordinance establishing a Water Wheeling Cost Recovery methodology and authorization to negotiate an amendment to the Wheeling Agreement consistent with this methodology.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. ORDINANCE NO. 251512-231
2. Wheeling Agreement Cost Recovery Update

CITY OF BONDURANT
ORDINANCE NO. 251512-231

ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BONDURANT, IOWA, 2002, BY AMENDING CHAPTER 92, WATER RATES, TO ADD A WATER WHEELING COST RECOVERY SECTION

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

Section 1. SECTION ADDED. Chapter 92 of the Code of Ordinances of the City of Bondurant, Iowa, is amended by adding the following section:

92.14 WATER WHEELING COST RECOVERY. The City establishes a method for calculating operations, maintenance, and depreciation costs associated with the wheeling of water owned by an external entity through the City of Bondurant's water distribution system. Charges derived from this methodology may only be applied when authorized by a written agreement executed by the City and the external entity. The following definitions and allocation procedures apply for determining cost recovery for wheeling service.

1. Definitions. For purposes of this section, Wheeling Service means the conveyance of water owned by an external utility through Bondurant's water system. External Wheeling User means any utility or entity receiving Wheeling Service under a written agreement. Proportional Use Factor means the percentage of Bondurant's water system that is used to convey wheeled water, based on hydraulic routing and system mapping. Operating Cost Component means the portion of annual O&M costs attributable to Wheeling Service. Capital Depreciation Component means the portion of annual depreciation of City-owned water infrastructure attributable to Wheeling Service. Annual Cost Recovery Charge means the sum of the Operating Cost Component and the Capital Depreciation Component.

2. Operating Cost Component. The Operating Cost Component shall be calculated by determining the number of gallons wheeled in the prior year, multiplying that volume by the City's O&M-based water usage rate in effect under Chapter 92, and applying the Proportional Use Factor.

3. Capital Depreciation Component. The Capital Depreciation Component shall be calculated by determining the annual depreciation of City-owned water infrastructure and applying the Proportional Use Factor to establish the amount attributable to wheeling service.

4. Annual Cost Recovery Charge. The Annual Cost Recovery Charge shall equal the sum of the Operating Cost Component and the Capital Depreciation Component

and shall be recalculated each fiscal year to reflect updated usage, rates, and depreciation.

5. Contract Requirement. No External Wheeling User shall be billed under this section unless a written agreement executed by the City authorizes cost recovery based upon the methodology defined herein.

6. Administration. The Assistant City Administrator or designee shall prepare the annual cost recovery calculations, maintain documentation supporting the methodology, and issue any required notices pursuant to applicable agreements.

Section 2. IMPLEMENTATION. Upon approval and publication, this section shall be incorporated into Chapter 92 of the Code of Ordinances and shall serve as the basis for negotiation of amendments to existing wheeling agreements or the formation of future agreements with external users.

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

PASSED AND APPROVED by the City Council this 15th day of December 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

_____
DOUG ELROD, MAYOR

ATTEST:

_____
SHELBY HAGAN, CITY CLERK

FIRST CONSIDERATION: December 15, 2025
SECOND CONSIDERATION: January 5, 2025
THIRD CONSIDERATION: January 20, 2025

Wheeling Agreement: Annual Cost Recovery

Bondurant
Life Connecting

21 November 2025

Jené Nichelle Jess, MPA, ICMA-CM, SHRM-CP, CPFO
Assistant City Administrator

Distribution System
FY2025 Basis (Updated to Include Water Tower Infrastructure)

Purpose
This report documents the method for recovering Bondurant's costs when Des Moines Water Works (DMWW) wheels water through Bondurant's distribution mains to serve DMWW customers. The cost recovery includes operating expenses and capital depreciation, prorated based on DMWW's use of Bondurant's infrastructure. The proportionality concept reflects the cost-sharing principles established in the Water Wheeling Agreement.

Agreement Summary
The 2020 Water Wheeling Agreement allows DMWW to convey water through Bondurant's water mains along NE Morgan Drive to serve customers in DMWW's rural service area. DMWW owns and maintains the connection and downstream facilities, while Bondurant owns and maintains its mains, valves, and pumping equipment.
The agreement requires DMWW to pay a proportionate share of Bondurant Booster Station O&M expenses. While the agreement does not explicitly list all cost-recovery categories, it establishes that Bondurant is entitled to recover costs where its infrastructure is used by DMWW. Because Bondurant's broader system is required to convey DMWW's water, it is consistent with the agreement that Bondurant also recovers long-term capital depreciation and operational impacts associated with wheeling service.

Justification for the Dual-Basis Cost Recovery Approach
Bondurant's dual-basis method mirrors DMWW's own cost-of-service methodology. DMWW allocates costs through two broad categories: operating expenses and capital-related expenses (depreciation and return on assets). Bondurant follows this same logic by using:

1. An operating component based on prior-year consumption and the current water rate
2. A capital component based on allocation of system-wide depreciation

This ensures fairness, transparency, and compatibility between the utilities' cost-recovery frameworks.

Proportioning Method for Assigning Costs to DMWW
Bondurant identified the proportion of its mains used by DMWW:
• Total system length: 300,887.26 ft
• Logical hydraulic path used by DMWW: 38,845 ft
• Proportional use factor: 38,845 ÷ 300,887.26 = 12.91%
This proportion is applied to both operating recovery and depreciation recovery.

Approach to Determining Bondurant's Operating and Maintenance Costs
Bondurant operates on a cash-basis rate methodology. Its current rate of $9.19 per 1,000 gallons includes only operating costs—labor, purchased water, utilities, maintenance, and administrative expenses.

Depreciation is not included in the water rate and must be recovered separately in the wheeling methodology.

Approach to Assessing Value of Bondurant's System-Wide Water Infrastructure
Bondurant maintains a detailed inventory of its water mains (300,887.26 ft) and applies industry-standard unit costs by pipe size and material. This yields:
• Replacement Asset Value (mains only): $105,859,679
• Additional infrastructure (new water tower): $4,438,273.10
• Total system replacement value: **$110,297,952.10**
Using a 60-year straight-line depreciation schedule:
Annual depreciation (system-wide) =
$110,297,952.10 ÷ 60 = **$1,838,299.20**
Approximate net book value with average age of 20 years:
$110,297,952.10 × (40/60) ≈ $73.53 million

Allocation of Capital Asset Depreciation to Des Moines Water Works
DMWW's proportional use remains 12.91%.
Allocated depreciation =
$1,838,299.20 × 12.91% = **$237,462.53**
This represents DMWW's annual share of long-term capital wear on Bondurant's system infrastructure, including the new water tower that is required to maintain system pressure and service levels for all users, including wheeling flows.

Proposed Annual Cost Recovery to Des Moines Water Works
1. Operating and Maintenance Component (FY2025)
• 2024 wheeled volume: 71,978,559 gallons
• Operating basis:
71,978.559 thousand gallons × $9.19 = $661,482.95
• O&M allocation at 12.91%:
$661,482.95 × 12.91% = **$85,398.45**
2. Capital Depreciation Component (FY2025)
• Annual depreciation (updated): $1,838,299.20
• Allocation: 12.91% × $1,838,299.20 = **$237,462.53**
3. Total FY2025 Cost Recovery (Updated)
$85,398.45 + $237,462.53 = **$322,860.98**

Annual Adjustments Based on Scheduled Water Rate Increases
Bondurant's wheeling charge updates annually based on:
1. Prior-year wheeled volume
2. Current year water rate
3. Updated infrastructure value (including new assets)
4. Updated depreciation
5. Changes in system proportion used by DMWW, if any

Bondurant's scheduled rate increases:
• Effective 7/1/2025 (FY2026): $10.34
• Effective 7/1/2026 (FY2027): $11.63

Using the same 2024 wheeled volume and updated depreciation:

FY2026 Cost Recovery (Rate = $10.34)
Operating Component
71,978.559 × $10.34 = $744,264.27
O&M allocation = $744,264.27 × 12.91% = **$96,047.16**
Depreciation Component
$1,838,299.20 × 12.91% = **$237,462.53**
Total FY2026 Cost Recovery
$96,047.16 + $237,462.53 = **$333,509.69**

FY2027 Cost Recovery (Rate = $11.63)
Operating Component
71,978.559 × $11.63 = $837,091.66
O&M allocation = $837,091.66 × 12.91% = **$108,014.94**
Depreciation Component
$1,838,299.20 × 12.91% = **$237,462.53**
Total FY2027 Cost Recovery
$108,014.94 + $237,462.53 = **$345,477.47**

Final Recommendation
Bondurant should recover the following amounts from DMWW under the Water Wheeling Agreement:

Fiscal Year	Operating	Depreciation	Total
FY2025	$85,398.45	$237,462.53	**$322,860.98**
FY2026	$96,047.16	$237,462.53	**$333,509.69**
FY2027	$108,014.94	$237,462.53	**$345,477.47**

These values should be recalculated annually to ensure the City continues to recover actual, equitable costs and that Bondurant ratepayers do not subsidize DMWW’s use of the City’s infrastructure.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 7.d.
For Meeting of 12/15/2025
Resolution

TITLE: - Resolution approving Seasonal Decor Contract with MidAmerican Energy Company

CONTACT PERSON:
Marketa Oliver, ICMA-CM, SPHR, City Administrator
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Last year, MidAmerican Energy sent the City of Bondurant a contract related to seasonal decor on MidAmerican poles. Pursuant to that information, they would have assessed a $250 application fee, $25 “pre-inspection fee” per pole and $300 “post inspection” fee, per pole, which would cost approximately $8,800. Additionally, they would have required a $5M umbrella policy and the City has a $3M policy. To upgrade to the $5M policy would be an additional $2,041 annually. City staff declined to advance the agreement and waited for some discussions occurring amongst other communities in the metro on how to approach this issue.

Staff had a meeting with MidAmerican representatives on December 4. Following that discussion, MidAmerican agreed not to charge the City this year for pole inspection and to reduce the umbrella coverage requirement to $3M for this year. It should be noted that if the City does not approve this agreement, MEC has informed us that the decorations must be removed on December 16, 2025. Upon the time of writing this agreement, staff checked with other metro communities and those that have Christmas decorations on MEC poles have not received the same direction.

With the agreement, MidAmerican Energy Company grants the City of Bondurant a temporary license to install seasonal decorative lighting on specific approved MEC utility poles. The décor may be installed and operated only between **November 15, 2025 and January 31, 2026**, and any changes to décor design or pole locations require a new application.

All décor must comply with MEC’s **technical, safety, and clearance requirements** and must be installed and maintained by a **qualified electrician** following the Iowa

Electrical Safety Code, NESC, OSHA, and Iowa Utilities Board regulations. Décor size is limited to **30” × 72”**, and only one décor item may be attached per pole.

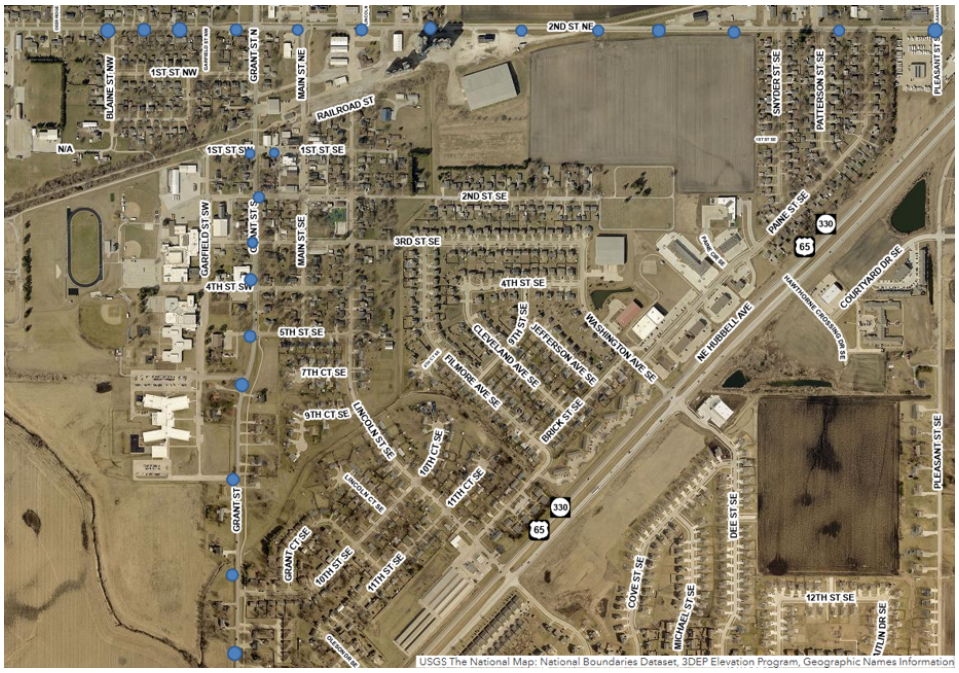
MEC retains full priority use of its poles and may **remove décor at any time, with or without notice**, if it is deemed unsafe or in conflict with utility operations or pole attachment laws. The City is responsible for **all costs** associated with MEC’s work related to the décor, including power connection, make-ready work, inspections, and any damage caused to MEC facilities or third-party attachments.

The City must **indemnify and hold MEC harmless** from claims arising from the décor installation or maintenance and must maintain substantial insurance coverage, naming MEC as an additional insured (Exhibit B).

The license automatically terminates on **January 31, 2026**, and the City has **10 days** thereafter to remove all décor. Indemnification and damage provisions survive termination.

Moving forward, the City will identify city-owned poles for the City's holiday decorations and therefore the contract requirements (that would require a fee and a $5M umbrella policy) become a moot point for the City. However, a larger issue is the flags on poles. MidAmerican **will not allow** seasonal décor **(i.e. Flag Day, Memorial Day, July 4, and Veterans’ Day flags)** on the poles without an agreement. (The City has a $3M umbrella policy.) They also require a different type of fixture than is currently on the poles.

Staff will work to identify alternatives for the City's Christmas lights. Staff will also work with other community groups to identify alternatives for flag installation on holidays such as Memorial Day, Flag Day, Independence Day, and Veterans’ Day, as MidAmerican Energy will no longer allow flags on those poles without new holding fixtures and a $5M umbrella policy. The map below shows where the decorations currently hang.



FUNDING SOURCE: NA

STAFF RECOMMENDATION: Unless we intend to remove the decorations, we must approve the agreement. Following up on this, staff recommend to identify alternatives for decor placement as we see the request as not reasonable.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-388
2. MidAmerican Energy Company Seasonal Decor Contract

CITY OF BONDURANT
RESOLUTION NO. 251215-388

A RESOLUTION APPROVING A SEASONAL DÉCOR LICENSE AGREEMENT WITH MIDAMERICAN ENERGY COMPANY FOR THE 2025 CALENDAR YEAR

WHEREAS the City of Bondurant desires to maintain the seasonal decorative lighting that is currently installed within the community during the 2025 holiday season; and

WHEREAS MidAmerican Energy Company requires execution of a Seasonal Décor License Agreement to allow the installation of decorative lighting on designated utility poles within the city or the City will be required to remove the decorations on December 16, 2025; and

WHEREAS the proposed Seasonal Décor License Agreement authorizes the installation and operation of seasonal décor during a limited period ending January 31, 2026; and

WHEREAS City staff have reviewed the Agreement and recommend approval for the 2025 calendar year only.

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

1. The Seasonal Décor License Agreement between the City of Bondurant and MidAmerican Energy Company is hereby approved for ending December 31, 2026.
2. Approval of this Agreement shall not be construed as approval for any subsequent year, and any future use of MidAmerican Energy Company utility poles for seasonal décor shall require separate City Council approval.
3. The Mayor and/or City Administrator is authorized to execute the Agreement on behalf of the City consistent with this resolution.

Passed this 15th 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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

LICENSE FOR SEASONAL DÉCOR

MidAmerican Energy Company ("MidAmerican") grants City of Bondurant ("Licensee") a license to use its utility poles for seasonal decor comprised of decorative lighting (“DÉCOR”). All Decor is subject to the following:

1. Decor that comprises decorative lighting shall be limited to the period November 15, 2025 to January 31, 2026.

2. The utility poles included in this License are located in the city of Bondurant, Iowa. This agreement is only for the specific pole locations and decorations approved within this License. Any future changes or additional poles shall require a new application. Any changes to decoration designs to existing poles or new poles shall also require a new application.

3. Exhibit A to this License contains the required criteria that Licensee must follow in order to attach Decor to MidAmerican poles. The overall width, length and top (vertical from ground line) of the Décor shall not exceed the dimensions as described in MidAmerican’s MEC Decor Criteria set forth in Exhibit A. All work performed by Licensee relating in any way to the attachment of Decor to a MidAmerican pole under this License, whether done by Licensee, its agents, representatives, employees, contractors or subcontractors, or the agents, representatives, or employees of Licensee’s contractors or subcontractors, must be performed in accordance with Exhibit A and all other terms set forth in this License.

4. All Decor on MidAmerican poles shall be installed, owned and maintained by the Licensee. All Decor on MidAmerican poles shall be installed and maintained by the Licensee’s qualified electrician/electrical contractor. Decor shall be installed in accordance with the requirements and specifications of the presently adopted Iowa Electrical Safety Code, National Electrical Safety Code (NESC), the Occupational Safety and Health Act (OSHA) and all Distribution Standards and Conditions, and Orders issued pursuant thereto of the Iowa Utilities Board (see referenced drawings).

5. All Decor shall be controlled by a dusk to dawn photocell or timer installed by the Licensee or by the Licensee’s qualified electrician/electrical contractor and serve no other electrical load other than Decor lighting on the same pole. MidAmerican shall be **solely responsible for connecting/disconnecting the receptacles to a power source.** As used in this License, the term "Facilities" includes, but is not limited to, MidAmerican's poles, the receptacles and the electric power to the

receptacles. All cost of work performed by MidAmerican personnel to install, remove, make-ready, make safe, maintain or inspect the Facilities associated with the Licensee's Decor lighting shall be reimbursed by the Licensee on a time-and-material basis.

6. Licensee's right to use MidAmerican's poles under this License is subordinate to MidAmerican's right to use its poles for any purpose at any time, including but not limited to electrical service. If MidAmerican, in its sole discretion, determines any Decor or associated equipment or apertures affixed thereto poses any threat to the safety of utility workers or the public, interferes with the performance of MidAmerican's service obligations, poses any threat to the integrity of MidAmerican's poles, Facilities, or electric system reliability, or creates any conflict of any kind with any cable television system or provider of telecommunication services authorized to attach under 47 U.S.C. §224(f) or 47 C.F.R. §1.1401, et. seq., MidAmerican may remove such Decor, associated equipment or appurtenances, without prior notice to Licensee and at Licensee's sole risk and expense.

7. Licensee acknowledges that it is not a cable television system or provider of telecommunications service under 47 U.S.C. §224(f) or 47 C.F.R. §1.1401, et. seq. Licensee acknowledges that, in addition to the subordination of rights set forth above, any rights Licensee obtains under this License are subordinate to all rights that a cable television system or provider of telecommunications service may currently have, or may obtain in future, under a pole attachment contract with MidAmerican. Licensee also acknowledges that any rights Licensee obtains under this License are also subordinate to all federal and state statutes, laws, rules and regulations applicable to pole attachments, including but not limited to the FCC rules relating to pole attachments at 47 CFR §1.1401, et., seq.

8. Licensee acknowledges and agrees that, notwithstanding anything to the contrary in this License, Licensee's Decor, associated equipment or appurtenances may be removed by MidAmerican at any time, for any reason, with or without cause.

9. Licensee shall defend, indemnify and hold harmless MidAmerican, its parent, subsidiary and affiliated companies and its agents, officers and employees from all losses or liabilities, including those involving personal injury, bodily injury, death, property damage, or violation of any state or federal constitutional provision, statute, rule or regulation, of any nature to any person or entity, including but not limited to the owner of a pole attachment under 47 U.S.C. §224 and 47 C.F.R. §1.1401, et. seq., arising from or caused by any of the following:

a) Licensee's use of the Decor, associated equipment or appurtenances in a manner that violates state or federal law, including but not limited to, 47 U.S.C. §224 and 47 C.F.R. §1.1401, et. seq.;

b) Licensee's failure to perform any obligation under this Contract;
c) Licensee's Installation, erection, maintenance, repair, replacement, presence, use, or removal of Decor, associated equipment or appurtenances, or any other attachments or other property owned or maintained by Licensee, whether authorized under this Contract or not;
d) Licensee's failure to comply with any applicable safety code or requirement, including but not limited to the NESC or any other code, regulation or requirement cited or required by this Contract, and including but not limited to MidAmerican's construction and Installation requirements with respect to Licensee's Decor, associated equipment or appurtenances or other property owned or maintained by Licensee on or around MidAmerican's Poles or facilities, whether authorized under this contract or not; and

e) Any other act or omission of Licensee.

Subparagraphs a) through e) above shall constitute the "Covered Claims." As used in paragraphs (a) through (e) above, "Licensee" shall include Licensee's agents, representative, employees, or contractors or subcontractors, and the agents, representatives, or employees of any of Licensee's contractors or subcontractors.

If a Covered Claim is instituted by any person or entity against the MidAmerican Indemnified Parties, Licensee will assume the defense of that claim, legal action, or suit, upon being notified to do so by MidAmerican and will pay any judgment or settlement rendered in such action or suit. It is understood and agreed by Licensee that if the MidAmerican Indemnified Parties are named a defendant in any such claim, legal action or suit and Licensee fails or neglects to assume the defense thereof after having been notified to do so, MidAmerican may compromise and settle or defend the claim, legal action or suit and Licensee is bound to reimburse MidAmerican for the amount expended by MidAmerican in paying any judgment or settlement, together with all reasonable attorney's fees and court costs, incurred by MidAmerican by reason of its defense or settlement of such legal action or suit. Any judgment or amount expended by MidAmerican in compromising or settling such legal action or suit shall be conclusive as determining the amount for which Licensee is liable to reimburse MidAmerican.

If a Covered Claim is brought against any MidAmerican Indemnified Party by a) an agent, representative or employee of Licensee or b) an agent, representative or employee of any of Licensee's contractors or subcontractors, or c) anyone directly or indirectly employed by Licensee or any of Licensee's contractors or subcontractors, or
d) anyone for whose acts Licensee or any Licensee's contractors or subcontractors may be liable, Licensee's indemnification obligations under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Licensee or any of Licensee's contractors or subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

10. In addition to the foregoing:

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a) Licensee shall at all times during the performance of any work or exercise of any right or obligation under this License exercise due diligence to protect MidAmerican's property and facilities from damage and to prevent interference with or interruption of MidAmerican's services. Licensee shall reimburse MidAmerican for all damages, either immediate or consequential, sustained by MidAmerican or by any of MidAmerican's property and facilities or in any manner affected by the performance of any work or exercise of any right or obligation under this License caused by any act or omission (whether tortious or not) of Licensee, it agents, representatives, employees, contractors or subcontractors, or the agents, representatives, or employees of Licensee's contractors or subcontractors. Any property so damaged shall be repaired or replaced at Licensee's expense in a condition equal to that existing immediately prior to the damage and to MidAmerican's satisfaction.

b) Licensee shall at all times during the performance of any work or exercise of any right or obligation under this License also exercise due diligence to protect the pole attachments of cable television systems or providers of telecommunications services that are attached to MidAmerican poles, and to prevent any damage, movement, interference or interruption to the pole attachments and any related facilities or equipment. Licensee agrees it is legally responsible for any such damage, movement, interference or interruption caused by its actions or those of its agents, representatives, employees, contractors or subcontractors, or the agents, representatives, or employees of Licensee's contractors or subcontractors. Any property so damaged, moved, interfered with, or interrupted, shall be repaired, replaced or restored at Licensee's expense in a condition equal to that existing immediately prior thereto and to MidAmerican's satisfaction. The terms of this section 7(b) shall not in any way limit Licensee's obligations under section 6. They are applicable to Licensee in addition to the terms set forth in section 6, and not in lieu thereof.

c) Licensee releases and holds harmless MidAmerican from any liability for damage or loss to Licensee's Decor, associated equipment or appurtenances, or for any interruption, discontinuance, or interference with Licensee's service to its customers, caused by or resulting from such damage or loss, which may be caused, or which may be claimed to have been caused, by any action of MidAmerican undertaken in furtherance of the purposes of this Contract, except as limited by this subsection 10(c). In addition, Licensee shall defend, indemnify, hold harmless and release the MidAmerican Indemnified Parties from and against any and all claims, demands, causes of action, costs (including attorneys' fees), or other liabilities arising from any interruption, discontinuance, or interference with Licensee's service to its customers which may be caused, or which may be claimed to have been caused, by any action of MidAmerican undertaken in furtherance of the purposes of this Contract, except as limited by this subsection 10(c).

Licensee's obligations under this subsection 10(c) shall not extend to losses or liability caused by the negligence or willful misconduct of MidAmerican, its agents, representatives, or employees.

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11. MidAmerican must emphasize the presence of its electric wires and Facilities and the potentially dangerous nature of electricity. Licensee shall notify its agents, servants, employees and all others who are involved with work in the area of MidAmerican's Facilities of the potentially dangerous nature of electricity and the need to notify MidAmerican prior to using equipment in any area where work cannot be performed safely. Licensee shall notify MidAmerican, Attention: Pole Attachments group, poleattachments@midamerican.com, in writing in the event that Licensee determines that the installation of Decor or Decor lighting receptacles cannot be performed safely in the area of MidAmerican's electric lines or Facilities. Licensee, its agents, servants, employees and all others will cease work and notify MidAmerican so that appropriate measures may be taken to avoid a potentially hazardous situation.

12. Licensee shall maintain insurance with MidAmerican named as additional insured, to cover all risks in paragraphs 9 and 10 and shall provide a copy of the insurance certificate to MidAmerican upon execution of this License. The coverage and limits are specified on Exhibit B, attached hereto and incorporated herein by this reference.

13. Licensee acknowledges that MIDAMERICAN MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE FITNESS, DESIGN, OR CONDITION OF THE FACILITIES OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. MIDAMERICAN HAS AGREED TO ALLOW LICENSEE TO USE, AND LICENSEE UNDERSTANDS THAT THE FACILITIES ARE PROVIDED, AS IS, WITH ALL FAULTS.

14. In the event of any matter or dispute arising out of or related to this License, it is agreed between the parties that the law of the State of Iowa (including statute of limitations provisions) will be given the interpretation, validity, and effect of this License without regard to the place of execution or place of performance thereof, or any conflicts of law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LICENSE. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

15. The License shall become effective on December 10, 2025. Any Décor attached to MidAmerican utility poles before this effective date shall also be governed by the terms of this License. The License will automatically terminate on January 31, 2026. The License can also be terminated by MidAmerican immediately without notice if Licensee fails to comply with any provisions of this License. This License can also be terminated immediately upon written notice by MidAmerican to Licensee that the actions of the Licensee or any

of the Attachments of the Licensee conflict with any applicable federal, state, or local laws, ordinances, rules, or regulations applicable to pole attachments of cable television systems or providers of telecommunications services, including, but not limited to, 47 U.S.C. §224 and the FCC pole attachment regulations located at 47 C.F.R. §1.1401, et. seq. This License can also be terminated immediately upon written notice by MidAmerican to Licensee that the actions of the Licensee or any of the Attachments of the Licensee conflict with any terms or provisions of a pole attachment agreement in effect between MidAmerican and any cable television system or provider of telecommunications service. The provisions of sections 9 and 10 shall survive termination. Licensee shall have 10 days from termination to remove all Décor from MidAmerican's utility poles.

16. MidAmerican may assign its interests in this License to a successor corporation. The obligations of paragraphs 9 and 10 shall survive termination of this License.

Acceptance of the terms and conditions stated herein is indicated by the authorized person dating and signing in the space provided below. The person(s) executing this License warrant and represent that they have authority to sign as, or on behalf of, the party for whom they are signing.

MidAmerican Energy Company

By_____

Printed William Albertsen

Title Program Manager - Joint Facilities Management

City of Bondurant

By_____

Printed_____

Title_____

Representing City of Bondurant _____

Accepted and agreed to this day of_____, 2025

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Exhibit A – MEC Decor Criteria

MidAmerican will allow cities to attach Decor on MidAmerican poles if the following conditions are met:

2.01 The **maximum dimension for Decor is 30" wide by 72" tall.** Decor must not exceed these sizes in either dimension.

2.02 Only (1) Decor per pole is permitted. Each pole will be inspected prior to attachment to confirm viability for attachment.

2.03 Only one type of attachment per pole, for example, if there are banner arms on a pole, there cannot be any Decor, cameras, flags, small cell or other type of attachments.

2.04 Decor brackets must be mounted using stainless steel banding. **No drilling of holes into the poles is allowed.**

2.05 Decor shall not be allowed on poles with existing electrical or communication risers on (up the side of) the pole. This includes u-guards, masts, weatherheads, etc.

2.06 Pole height must accommodate Decor installation parameters.

2.07 Decor shall maintain a minimum of 40" vertical clearance below any electrical wiring (secondary wiring or neutral wiring).

2.08 Decor shall maintain a minimum of 40" vertical clearance below any luminaries from where the ballasts connect to the poles.

2.09 Decor shall maintain a minimum of 12" vertical clearance below any communications wiring on the poles.

2.10 Decor that are attached on the curb side of a pole shall be:

a) A minimum 8' above the sidewalk surface.
b) A minimum of 18" clear from the face of the curb.
c) A minimum of 16.5' clear above travel lane if portions hang over travel lane.

2.11 Decor that are attached on the sidewalk side of the pole shall be:

a) A minimum of 8' above the sidewalk.
b) A minimum of 18" back from curb face.

2.12 Decor shall not be mounted less than 2' above an existing sign on the pole.

2.13 Decor shall not interfere with the visibility of traffic signals or signs or identified historic or artistic installations.

2.14 Decor shall be controlled by a dawn to dusk photocell or timer which will be provided and installed by the Licensee or by the Licensee's qualified electrician/electrical contractor.

3.0 NOTIFICATION

3.01 All Applications for Attachments, Notices of Removal, associated maps and correspondence shall be forwarded to:

MidAmerican Energy Company/Pole Attachment
Department 3500 104th Street, Urbandale, IA 50322
Electronic notification: Email: poleattachments@midamerican.com

4.0 APPLICATION APPROVAL PROCESS

4.01 Application form shall be submitted to MidAmerican including map with requested poles included with application, design specification/drawings of decorations and pictures of Decor.

4.02 Application information shall be submitted through poleattachments@midamerican.com. All submitted application information will be reviewed internally; review shall include the following:

a. Pre-Inspection of poles for viability to support attachments.
b. Review of Decor for size, method of attachment and power requirements. Pre-approval by MidAmerican of decorations and locations is recommended before the purchase of decorations.
c. Any pole work required to allow safe installation of Decor on selected poles.
d. If requesting electric receptacles, the electric contractor must be approved by MidAmerican prior to any work on the poles.
If requesting electric receptacles, MidAmerican will connect the receptacles to power once the receptacle installation has been inspected.

4.03 Once pole viability, decoration design and power (if applicable) have been reviewed, MidAmerican will notify Licensee if any make ready work is required and the cost of the make ready work.

4.04 If required, payment will need to be received before make ready will be completed.

4.05 When the make ready work has been completed, the Licensee will be notified they are approved to complete attachments.

4.06 Once Licensee has attached, MidAmerican must be notified so a post installation inspection can be completed to ensure installation meets NESC code.

Exhibit B – Insurance Requirements

Prior to beginning attachment to MidAmerican's facilities, and at all times during the term of the License, Licensee shall purchase, at its own expense, and maintain with insurance companies in good standing and acceptable to MidAmerican, such insurance as will protect Licensee from liability and claims for injuries and damages which may arise out of or result from Licensee's operations under the License and for which Licensee may be legally liable, whether such operations are by Licensee or by a contractor or subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

MidAmerican intends that this contract shall also be one of indemnity, and that such indemnification shall be covered by insurance. For the further protection of Licensee and MidAmerican, but without restricting or waiving any obligations of Licensee herein contained, Licensee shall insure the risks associated with the work, the Decor, and this License with minimum coverages and limits as set forth below:

1. Commercial General Liability Insurance, written on an Occurrence Basis, with limits of
$1,000,000.00 per occurrence / aggregate Bodily Injury and Property Damage, including the following coverages:

Premises and
Operations Coverage
Independent
Contractor's Coverage
Contractual Liability covering liabilities assumed under this Contract Products and Completed Operations Coverage
Broad Form Property Damage Liability endorsement Personal Injury Liability, including Contractual

2. Workers' Compensation (or maintenance of a legally permitted and governmentally approved program of self-insurance) covering Licensee's employees pursuant to applicable state workers' compensation laws for work-related injuries suffered by employees of Licensee. Liability Insurance limits shall not be less than:

Bodily Injury by Accident	$500,000	Each Accident
Bodily Injury by Disease	$500,000	Policy Limit
Bodily Injury by Accident	$500,000	Each Employee

and covering location of all workplaces involved in this Agreement.

3. Comprehensive Automobile Liability Insurance covering owned, hired and non-owned vehicles with limits of $1,000,000.00 per occurrence. Bodily Injury and Property Damage combined single limits, including Sudden and Accidental Pollution Liability, as appropriate.

4. Umbrella Liability Insurance with a minimum combined single limit of $3,000,000.00 each occurrence / aggregate where applicable to be excess of the coverages and limits required in 1, 2, (employers' liability only) and 3, above.

Licensee will provide MidAmerican with certificates of insurance evidencing this coverage. All of the above described insurance policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against MidAmerican, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-ventures, agents, directors, officers, servants, and insurers; it being the intention of the parties that the insurance as effected shall protect all parties, and Licensee's carrier shall be primarily liable for any and all losses covered by the described insurance.

MidAmerican, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-ventures, agents, directors, officers, employees, and servants shall be named as an additional insured in each of Licensee's insurance policies (except statutory Workers' Compensation).

CONTRACTOR'S INSURANCE

Should MidAmerican permit Licensee to further sublet, contract or subcontract any portion of the Work, Licensee shall, prior to the commencement of Work by any contractor or subcontractor, provide to MidAmerican's Engineering and Operations, certificates of insurance evidencing that each such contractor or subcontractor carries insurance as required by the insurance terms in this Exhibit B or evidencing that such contractors or subcontractor are named insureds under Licensee's insurance coverages. As with Licensee's insurance coverage, MidAmerican, its parent, divisions, affiliates, subsidiary companies, co-lessees, or co-ventures, agents, directors, officers, employees and servants shall be named as an additional insured on any contractor or subcontractor insurance required by this section.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 8.a.
For Meeting of 12/15/2025
Discussion Item

TITLE: - Discussion and possible consideration of resolution approving Occupational Health Services Review and Consideration of Employer Services Agreement with Exemplar Care

CONTACT PERSON:
Jene Jess, Assistant City Administrator

BRIEF HISTORY & ANALYSIS:

This topic was originally discussed at the November 3, 2025, council meeting. The reason for this continued discussion originates from findings during the City's annual Worker's Compensation Audit. During the audit, it was discovered that the City is out of compliance in two required areas:

1. **Pre-employment physicals** for Emergency Services personnel are not meeting State and industry standards; and

2. **Five-year follow-up physicals** for Emergency Services employees have not been conducted or documented as required.

These findings broadened a conversation that department heads have been raising for several years—specifically, that they are dissatisfied with our current occupational health providers due to excessive time commitments, long wait times, mandatory travel outside the community, and inconsistent or insufficient operational service.

With both compliance and operational concerns converging, staff initiated discussions with Exemplar Care to explore whether a partnership could address these gaps. Initial information on this potential partnership was presented to the City Council on November 3, 2025. At that meeting, Council requested:
• **Comparative data** from peer cities; and
• Analysis of whether Exemplar Care's model would result in offsetting cost savings, particularly related to our current health insurance claims.

This agenda item provides the additional information requested and continues the Council's discussion on how best to proceed.

Peer City Comparison

Staff contacted several municipalities (Norwalk, Pleasant Hill, Waukee, West Des Moines, Windsor Heights, Altoona, DART, Dallas Center, and Des Moines) to compare provider models, annual costs, and scope of services.

Key findings:
• Most cities rely on multiple providers, not a single integrated solution.
• Public safety physicals range $700–$1,100 per exam.
• Employees in most cities must travel outside their community for required screenings.
• Annual estimated costs among peers range from $7,992 to more than $15,000, depending on service type and volume.

This reinforced that Bondurant's current model is both non-compliant and operationally burdensome relative to the service complexity we require.

Exemplar Care Proposal and Cost Offset Review

Exemplar Care proposed an employer membership model offering:
• Pre-employment physicals and drug/alcohol testing
• Five-year firefighter physicals
• Workplace injury assessment and reporting
• Unlimited urgent care, primary care, labs, X-rays, prescriptions
• Access for all employees, including part-time staff
• Local, scheduled service without travel burden

Annual Cost:
$75 per employee × 50 employees × 12 months = **$45,000**

Current Costs Eliminated if Transition Occurs

- Direct occupational health costs eliminated: **$9,362**
- Opportunity costs eliminated: **$7,149.07**, including:
  • **$6,208.07** in avoided Wellmark insurance claims
  • **$941.20** in mileage and travel costs (portion of above)
- Employee productivity and out-of-pocket savings: **$1,815.00**

Net Annual Cost Impact to Employer

$45,000 – $9,362 – $7,149.07 = $28,488.93

This represents the additional annual investment to transition to a consolidated, compliant, and employee-centric occupational health model.

Service and Employee Implications

Transitioning to Exemplar Care would:
• Resolve both compliance deficiencies
• Eliminate employee travel for occupational health services
• Remove wait times and provider scheduling issues
• Provide structured handling of workplace injuries
• Expand healthcare access at no cost to employees
• Support part-time staff who currently have no health coverage
• Reduce pressure on Wellmark claims, stabilizing long-term premium growth
• Improve operational efficiency across all departments

Requested Council Direction

Staff requests Council discussion and guidance. The attached resolution authorizes staff to negotiate an agreement with the company for up to $75 per employee. The goal would be to secure a lower price due to the number of people covered.

FUNDING SOURCE: Employee Benefits and Enterprise Funds

STAFF RECOMMENDATION: Discuss and approve resolution to proceed, if desired.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 251215-389
2. Exemplar Care Employer Services Agreement

CITY OF BONDURANT
RESOLUTION NO. 251215-389

A RESOLUTION APPROVING AN EMPLOYER SERVICES AGREEMENT WITH EXEMPLAR CARE FOR EMPLOYEE HEALTH SERVICES BEGINNING JANUARY 1, 2026

WHEREAS, the City of Bondurant recognizes the importance of providing timely, high-quality, and compliant healthcare services to its employees, including pre-employment screenings, workplace injury assessments, and required physicals for emergency service personnel; and

WHEREAS, the City has identified deficiencies in its current processes for drug and alcohol testing, occupational health screenings, and five-year physical compliance for Emergency Services employees; and

WHEREAS, the City desires to address these deficiencies through a partnership with Exemplar Care, a healthcare provider offering employer-based services under a direct care membership model; and

WHEREAS, the City recognizes that this is an additional investment in employee benefits and extends healthcare access

WHEREAS, Exemplar Care has proposed an Employer Services Agreement at a cost of up to $75 per employee per month for approximately 50 employees, with services to include:

- Pre-employment physicals and drug/alcohol testing for job candidates at no additional cost,
- Initial assessment and treatment of workplace injuries, including coordination with workers' compensation providers,
- Mandatory five-year physicals for Emergency Services personnel,
- Unlimited access to urgent care, primary care, labs, X-rays, generic medications, and durable medical equipment at any Exemplar Care clinic location; and

WHEREAS, this agreement will provide the City with a compliant, streamlined, and equitable approach to employee health, while also supporting a local healthcare provider and extending healthcare access to part-time employees who are not otherwise eligible for City-sponsored health insurance; and

WHEREAS, the Assistant City Administrator – Director of Administrative Services has reviewed the current budget and confirmed that funding is available to support the agreement beginning in Fiscal Year 2026; and

WHEREAS, the ability for the City to send staff to a local business versus taking the time to outsource services to another community saves compensated time and gets injuries assessed and treated more quickly; and

WHEREAS, entering into this agreement also provides a more structure to handling workplace injuries;

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

1. The City of Bondurant hereby approves the Employer Services Agreement with Exemplar Care, to begin January 1, 2026, at a rate of $75 per employee per month.
2. The Mayor is authorized to sign any agreements or documentation necessary to implement this partnership.
3. City staff are directed to coordinate with Exemplar Care to establish policies and procedures for onboarding, scheduling, documentation, and workplace injury protocols, and to prepare for successful implementation prior to the contract start date.
4. City staff are authorized to negotiate an agreement of up to $75 per employee.

Passed this 15th 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				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Occupational Health Services Review and Consideration of Employer Services Agreement with Exemplar Care

The purpose of this report is to provide the City Council with a comprehensive review of the City's occupational health service model; the compliance issues identified during the annual Worker's Compensation audit; a comparison of service and cost models used by peer communities; and an evaluation of the proposed Employer Services Agreement with Exemplar Care. This discussion is intended to assist the Council in determining the most sustainable and operationally effective approach to meeting regulatory requirements and supporting the City's workforce.

During the City's annual worker's compensation compliance audit, it was identified that the City is out of compliance in two primary areas: current pre-employment physicals for Emergency Services personnel do not meet required standards, and five-year re-evaluation physicals for Emergency Services staff have not been consistently completed or documented. These findings align with longstanding feedback from both Emergency Services and Public Works department heads regarding challenges with current providers, including long wait times, limited appointment availability, the need to travel outside the community, and the absence of a designated workplace injury provider. These issues hinder efficiency, decrease productivity, and create administrative strain.

Review of Current Service Costs and Burdens

The City's current service model relies on multiple external providers—Concentra for pre-employment physicals and hearing tests, UnityPoint Occupational Medicine in Ankeny for quarterly DOT drug and alcohol testing, and no formal workplace injury provider. This structure results in fragmented service delivery, extended employee downtime, and travel-related delays.

Annual estimated occupational health service costs under the current model:

Cost Category | Annual Estimate
Pre-employment physicals (6/year) | $2,172
Drug/alcohol testing (20/year) | $840
Five-year firefighter physicals (6/year) | $3,600
Injury testing (5/year) | $1,750
Administrative inefficiencies | $1,000
Employee mileage and travel time | $941.20
Total Annual Cost | $9,362

Peer Community Comparison

To understand alternative service models, staff contacted all Iowa Cities that participate in the Iowa Public Employee Labor Association group chat and these are the communities that replied; Norwalk, Pleasant Hill, Waukee, West Des Moines, Windsor Heights, Altoona, DART, Dallas Center, and Des Moines. Across these municipalities,

occupational health costs vary significantly, especially for public safety physicals, which typically range from $700 to over $1,000 per exam. Most cities use multiple providers and require employees to travel outside the community for testing or injury care. Annual cost estimates in peer communities generally fall between $7,992 and $15,373, depending on provider selection and testing volumes.

This comparison demonstrates that Bondurant's current model is both operationally inefficient and inconsistent with best practices for compliance and centralized service delivery.

Exemplar Care Proposal

Exemplar Care has proposed a comprehensive employer membership model that includes pre-employment physicals, drug and alcohol testing, workplace injury assessments, five-year firefighter physicals, urgent and primary care, laboratory services, imaging, durable medical equipment, and generic medications. Coverage would extend to all employees, including part-time staff who are not currently eligible for City-sponsored health insurance. Services would be delivered locally, eliminating travel burdens and improving scheduling efficiency.

The proposed cost is:
$75 per employee × 50 employees (approx.) × 12 months = $45,000 annually

This structure consolidates all occupational health services under one provider and resolves the compliance and operational deficiencies identified in the audit and departmental feedback.

Comparison Summary

Provider Model | Annual Employer Cost | Compliance Level | Travel Required | Single Provider | Employee Wellness Benefit
Bondurant Current Model | $9,362 | Not compliant | Yes | No | No
Peer Cities (range) | $7,992–$15,373 | Varies | Yes | Some | No
Exemplar Care | $45,000 | Fully compliant | No | Yes | Yes

The difference in cost reflects the transition from a limited, fragmented service model to a comprehensive health and occupational service system that supports the employer and employees in a more integrated way.

Net Cost Impact Summary

Only employer-borne costs are included in the City's net fiscal impact calculation. Employee savings and productivity gains, while valuable, are calculated separately.

Employer cost savings under an Exemplar Care model include:

Direct occupational health costs eliminated: $8,362
Opportunity costs eliminated ($6,208.07 in avoided Wellmark insurance claims and

$1,000 administrative and $941.20 in mileage and travel costs): $8,149.27

Total employer savings: $16,511.07

Exemplar Care annual cost: $45,000

Net annual employer cost impact:
$45,000 – $8,362 – $8,149.07 = $28,488.93

This represents the City's net annual investment to transition from the current fragmented occupational health structure to a unified, compliant, and local service model.

Additionally, this net amount gives Exemplar Care memberships to all of our parttime employees (who are not eligible to be on our healthcare plan). This will give them access to primary care, urgent care, and some prescriptions.

Employee Opportunity Cost Considerations (Not Included in Employer Cost)

Employee-related benefits, while not part of the City's net cost, are important for workforce support and illustrate organizational value:

• Reduced time away from work
• Eliminated copays for primary care and urgent care
• No-cost access to generic medications
• Elimination of travel-related burdens
• Increased accessibility and predictability of care

Estimated annual employee impact value: $1,815.00

These savings improve workforce efficiency and wellness but do not factor into the City's formal budget impact.

Conclusion and Summary

The City's current occupational health service model is fragmented, inefficient, and out of compliance with required standards for Emergency Services personnel. Peer community comparisons confirm that Bondurant's model is not aligned with best practices, and the reliance on multiple providers results in avoidable travel, employee downtime, and administrative inefficiencies.

The Exemplar Care proposal offers a single-provider, local, comprehensive service model that resolves compliance issues, reduces operational inefficiencies, and significantly improves employee access to care, while extending benefit to parttime employees. While the membership model represents an increased cost to the City, $28,488.93 in net annual employer impact, this investment is offset by substantial operational improvements, reduction in insurance claim exposure, and enhanced support for employees.