

**NOTICE OF A REGULAR MEETING
BONDURANT CITY COUNCIL
AUGUST 5, 2024**

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on August 5, 2024, 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. Guests requesting to address the City Council
 - a. Polk County Sheriff
6. Consent Agenda:

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

 - a. Approval of July 15, 2024, & July 29, 2024, City Council Meeting Minutes
 - b. Applications for Council Approval
 - c. Claims List
 - d. - Resolution approving a development agreement with Hy-Vee Health Exemplar Care
 - e. - Resolution approving Quote for 2024 City Wide Roadway Restriping Project to Quality Striping Inc. in the amount of \$28,950.00
 - f. - Resolution approving pay request no. 14 to KLC Construction LLC. for the 15th Street and NE 88th Street/32nd Street, SE and Jorie Way Water Main Project in the amount of \$35,530.00
 - g. - Resolution approving Amendment 1 of the Shive-Hattery Central District Stormwater Improvements Professional Consulting Agreement in the amount of \$96,855 for additional scope of work related to Phase 1 Archaeological Survey, an Intensive Architectural Survey, and if needed, a Phase 2 Archaeological Investigation
 - h. - Resolution approving the Community Catalyst Building Remediation Grant Program Contract between the Iowa Economic Development Agreement and the City of Bondurant for the upcoming private project at 13 Main Street, SE

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.

- i. - Resolution of endorsement for the City of Bondurant's grant application to the Iowa DNR's Resource Enhancement and Protection (REAP) City Parks & Open Spaces Program for funding to assist with construction costs related to the Grain District Chichaqua Valley Trail (CVT) extension and arboretum trail, including native plantings
- j. - Resolution approving agreement with Shive-Hattery for the Professional Services Agreement for 2024 Roadway Lighting Improvements in the amount of \$12,700
- k. - Resolution of endorsement for the Polk County Development Grant request with the Mary Bump Foundation as the fiscal agent for funding to assist with implementing the downtown arboretum trail, an extension of the Chichaqua Valley Trail, through the Grain District
- l. - Resolution authorizing the City of Bondurant, Iowa to submit sites to a regional joint application for funding from the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program (CFI) for sites at the Bondurant Recreational Sports Complex (BRSC) parking lot, Civic Campus, and the Grain District to the Des Moines Area Metropolitan Organization (MPO) for inclusion and further approving the application which obligates the City of Bondurant to matching funds of at least 20% for the construction of said project if funding is granted
- m. - Resolution approving Civic Campus Phase I easements documents for portions of property at 2020 2nd Street, NE
- n. - Resolution approving agreement with HR Green for the Professional Services Agreement for 2nd Street, NW Widening Project Improvements in the amount not to exceed fee of \$94,300.00
- o. - Resolution Approving Purchase of Pedestrian Crosswalk Replacement Equipment from General Traffic in the amount of \$8,950.00
- p. - Resolution approving pay request no. 2 to McAninch Corporation for the Civic Campus Improvements Phase 1 Project in the amount of \$389,397.52
- q. - Resolution authorizing the Mayor to execute the Guaranteed Maximum Price Amendment to the agreement with Ryan Companies US Inc. for Construction Manager at Risk for the Bondurant Emergency Services Facility

7. Public Hearing

- a. Public Hearing regarding a rezoning from the Agricultural (A-1) District to the Medium Density Residential (R-2) District and the Transitional

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Commercial (C-1) District on Parcel 8023-25-200-011 and a portion of property at 8023-25-200-010

8. Action Items
 - a. O-240715-209 - (Second Reading) Ordinance amending Section 177.09 of the Zoning Code regarding bicycle parking regulations
 - b. - (First Reading) Ordinance approving a request for rezoning from the Agricultural (A-1) District to the Medium Density Residential (R-2) District and the Transitional Commercial (C-1) District on Parcel 8023-25-200-011 and a portion of property at 8023-25-200-010
9. Discussion Items -
 - a. Tenured Holiday Decoration Discussion
10. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors
11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
12. Adjournment

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

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**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5.a.
For Meeting of 8/5/2024
Presentation

TITLE: Polk County Sheriff

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

BONDURANT CITY COUNCIL
Minutes
July 15, 2024
Bondurant City Council

1. Roll Call

Present: Mayor Doug Elrod, Council Member Tara Cox,
Council Member Bob Pepper, Council Member
Matt Sillanpaa, Council Member Chad Driscoll

Absent: Council Member Angela McKenzie

City Officials Present: City Administrator Marketa Oliver, City Clerk
Shelby Hagan, Planning & Community
Development Director Maggie Murray, Public
Works Director John Horton, Library Director
Jill Sanders, Fire Chief Aaron Kreuder,
Assistant Fire Chief Tony Rauterberg

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 Driscoll, seconded by Cox, to approve the agenda. Vote on
Motion 4-0. 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 July 1, 2024, City Council Meeting Minutes

b. Applications for Council Approval

c. Claims List & Treasurer's Report

d. R-240715-155- Resolution affixing public hearing date to consider a
rezoning from the Agricultural (A-1) District to Medium Density
Residential (R-2) District and Transitional Commercial (C-1) District on
Parcels 231/00021-632-000 and 231/00072-330-000

**A virtual meeting was offered.*

- e. R-240715-156- Resolution approving contract with the artist group I/Thee to install the Puddle Pavilions project along Mud Creek in Eagle Park
 - f. R-240715-157- Resolution approving the Prairie Meadows Youth Sports and Recreation Grant Agreement for funding to assist with installing basketball courts in Bondurant
 - g. R-240715-158- Resolution approving the Prairie Meadows Community Betterment Grant Agreement for funding to assist with implementing the Bondurant Emergency Service Heart Monitor Project
 - h. R-240715-162- Resolution setting date for public hearing on designation of the expanded Bondurant Urban Renewal Area and on Urban Renewal Plan Amendment (2024 Amendment)
 - i. R-240715-159- Resolution Approving Purchase of Replacement Water fountain for Tailhead Depot
Motion by Pepper, seconded by Cox, to Approve the Consent Agenda.
Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
6. Guests requesting to address the City Council
None.
7. **Public Hearing**
- a. Public Hearing regarding 1st and 3rd Street Parking Improvements Award of Contract
Mayor Elrod opened the public hearing at 06:04 PM.

Public Works Director Horton provided an update to the council and the public on the bid opening. He also gave a summary of the project.

Mayor Elrod closed the public hearing at 06:09 PM.
 - b. Public Hearing to consider text amendments to the following sections of the Zoning Code: 177.09 regarding bicycle parking regulations
Mayor Elrod opened the public hearing at 06:09 PM.

The Planning & Community Development Director provided background to the council and the public on the proposed text amendments.

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

**A virtual meeting was offered.*

- c. Public Hearing to consider adopting the Parks, Trails, & Greenways Master Plan

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

Planning & Community Development Director Murray provided information regarding the Master Plan, the process, and the next steps.

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

8. Action Items

- a. R-240715-163- Resolution awarding the Contract for the 1st and 3rd Street Parking Improvements Project

Motion by Pepper, seconded by Cox, to Approve R-240715-163. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

- b. R-240715-160- Resolution adopting the Parks, Trails, & Greenways Master Plan

Motion by Pepper, seconded by Driscoll, to Approve R-240715-160. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

- c. R-240715-161- Resolution approving site plan for 2502 Robinson Avenue, NE

Planning & Community Development Director Murray provided an update on the site plan.

Motion by Pepper, seconded by Cox, to Approve R-240715-161. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

- d. O-240715-209 - (First Reading) Ordinance amending Section 177.09 of the Zoning Code regarding bicycle parking regulations

Motion by Cox, seconded by Driscoll, to the first reading of Approve O-240715-209. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

9. Reports / Comments and appropriate action thereon:

- a. Mayor

Bondu Blues & Brews event comments, MPO meeting tomorrow, DART update.

- b. Council Members

Driscoll - WRA meeting tomorrow, BRAVO meeting next week.

Pepper - Comments on fireworks regarding hours of operation, size restrictions, permit requirements, and other regulations.

Cox - Chamber, DART, Library & Animal Management Committee

**A virtual meeting was offered.*

update.

Sillanpaa - P&Z update, community events comments.

c. Administrator

Bondu Blues & Brews event comments, grants updates.

d. Directors

Sanders - Department update.

Horton - Department & project updates.

Murray - Department update.

Hagan - Chamber update.

Pastor Trevor Pineager of the Federated Church of Bondurant updated the council on the upcoming baptism event at Lake Petocka. Due to recent water tests and discussions with the DNR, they plan not to use the lake.

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

Motion by Driscoll, seconded by Cox, to Move into Closed Session at 06:53 PM. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

Mayor Elrod closed the Closed Session at 08:17 PM.

11. Adjournment

Motion by Pepper, seconded by Cox, to adjourn at 08:17 PM. Vote on Motion 4-0. 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 July 15, 2024, 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

*A virtual meeting was offered.

BONDURANT CITY COUNCIL
Minutes
July 29, 2024
Bondurant City Council

1. Roll Call

Present: Mayor Doug Elrod, Council Member Tara Cox,
Council Member Bob Pepper, Council Member
Matt Sillanpaa, Council Member Chad Driscoll

Absent: Council Member Angela McKenzie

City Officials Present: City Administrator Marketa Oliver, City Clerk
Shelby Hagan, Public Works Director John
Horton, Finance & Employee Services Director
Jene Jess, Fire Chief Aaron Kreuder, Planning
& Community Development Director Maggie
Murray, Assistant Fire Chief Tony Rauterberg

2. Call to Order and Declaring a Quorum

Mayor Elrod called the meeting to order at 06:03 PM and declared a
quorum.

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by Pepper, seconded by Driscoll, to approve the agenda. Vote on
Motion 4-0. Motion carried.

5. Guests requesting to address the City Council

6. Consent Agenda:

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

a. Applications for Council Approval

b. Receive & File - Library Board Meeting Minutes of June 5, 2024 &
Director's Report

c. Receive & File - Bondurant Emergency Services Monthly Report for
June 2024

d. R-240729-164- Resolution approving Updates to Employment
Agreement

**A virtual meeting was offered.*

- e. R-240729-165- Resolution approving Pay Request No. 3 to Gerard Tank & Steel for the Water Tower Project in the amount of \$269,657.50
 - f. R-240729-166
- Resolution authorizing Mayor to execute an agreement with Confluence for Zoning, Subdivision, and Sign Code update in the amount of \$60,500
 - g. R-240729-167- Resolution of endorsement for the City of Bondurant's grant application request to the Iowa Department of Transportation's Traffic Safety Improvement Program for funding to assist with the Grant Street South realignment and intersection enhancement project
Motion by Pepper, seconded by Cox, to Approve the Consent Agenda.
Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
7. Discussion Items -
- a. Urban Chickens
Ron & Julie Russell, 708 14th Street, addressed the council advocating urban chickens.

The council discussed the current ordinance regarding urban chicken keeping in our city and neighboring municipalities. Key points included a comparison of existing ordinances in nearby cities, highlighting differences in the number of hens allowed and restrictions on roosters, a review of maps detailing neighborhood covenants and HOA restrictions related to chicken keeping, and the pros and cons of urban chicken keeping. The council agreed to further consider an amendment to the current ordinance at the August 19th City Council meeting.
 - b. Capital Update
City Administrator Oliver presented a comprehensive update on the Bondurant Emergency Services building project. Public Works Director Horton also offered an update on other city capital projects.
 - c. Law Enforcement Study Findings
City Administrator Oliver presented the findings of a comprehensive law enforcement study. The presentation included insights into financial and organizational considerations, as well as highlights from the University of Iowa's Institute for International Studies and Consulting (IISC) presentation.
8. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
No closed session was held during this meeting.

**A virtual meeting was offered.*

9. Adjournment

Motion by Pepper, seconded by Sillanpaa, to adjourn at 08:29 PM. Vote on Motion 4-0. 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 July 29, 2024, that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting kept continually current and readily available for the public inspection at the Office of the City Clerk; that such subject were contained in said agenda for at least twenty-four hours prior to said meeting and the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten business days and prior to the next convened meeting of said body.

Doug Elrod, Mayor

Tax Abatement Applications
August 5, 2024
City of Bondurant

Name	Address	Closing Date	Cost
Austin Vaughn	700 1 st Street, NW	12/28/2021	\$290,000



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

CLOUD WINE, LLC

NAME OF BUSINESS(DBA)

Lucky Wife Wine Slushies

BUSINESS

(515) 368-0295

ADDRESS OF PREMISES

Main Street Southeast

PREMISES SUITE/APT NUMBER

parking lot next to Little House on Main

CITY

Bondurant

COUNTY

Polk

ZIP

50035

MAILING ADDRESS

Main Street Southeast

CITY

Bondurant

STATE

Iowa

ZIP

50035

Contact Person

NAME

Dawn Thompson

PHONE

(515) 368-0295

EMAIL

luckywifewineslushies4@gmail.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Special Class C Retail Alcohol License

5 Day

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

Aug 5, 2024

TENTATIVE EXPIRATION DATE

Aug 9, 2024

LAST DAY OF BUSINESS

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Dawn Thompson	Humboldt	Iowa	50548	owner/ceo	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Aug 5, 2024

POLICY EXPIRATION DATE

Aug 10, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



Check Register

Packet: APPKT00957 - 07/19/2024 FOR MEETING ON 08/05/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2600	AIRGAS USA, LLC	07/22/2024	Regular	0.00	74.40	63993
0020	ALTOONA ACE HARDWARE	07/22/2024	Regular	0.00	7.98	63994
2705	AMAZON CAPITAL SERVICES	07/22/2024	Regular	0.00	631.27	63995
	Void	07/22/2024	Regular	0.00	0.00	63996
0035	ANKENY SANITATION	07/22/2024	Regular	0.00	260.00	63997
2687	AT&T MOBILITY	07/22/2024	Regular	0.00	1,176.50	63998
2859	BONDURANT BUSINESS PARK II	07/22/2024	Regular	0.00	66,159.00	63999
1488	BONDURANT MEN'S CLUB	07/22/2024	Regular	0.00	2,000.00	64000
1537	BOUND TREE MEDICAL LLC	07/22/2024	Regular	0.00	801.89	64001
0073	BRICK GENTRY P.C.	07/22/2024	Regular	0.00	2,362.50	64002
0577	CAPITAL CITY EQUIPMENT	07/22/2024	Regular	0.00	420.33	64003
2510	CENTRAL IOWA MECHANICAL	07/22/2024	Regular	0.00	168.00	64004
1228	CINTAS CORPORATION #762	07/22/2024	Regular	0.00	73.44	64005
2860	COLTEN QUIILEY	07/22/2024	Regular	0.00	250.00	64006
2861	COLTON VANCE	07/22/2024	Regular	0.00	425.00	64007
2316	CROWN TROPHY	07/22/2024	Regular	0.00	16.47	64008
0145	DIAM PEST CONTROL	07/22/2024	Regular	0.00	150.00	64009
2525	DINGES FIRE COMPANY	07/22/2024	Regular	0.00	12,885.00	64010
2326	EMBARK IT, INC	07/22/2024	Regular	0.00	322.50	64011
2246	ETECH	07/22/2024	Regular	0.00	3,155.90	64012
	Void	07/22/2024	Regular	0.00	0.00	64013
	Void	07/22/2024	Regular	0.00	0.00	64014
	Void	07/22/2024	Regular	0.00	0.00	64015
0780	FIRE SERVICE TRAINING BUREAU	07/22/2024	Regular	0.00	150.00	64016
0459	GALLS LLC	07/22/2024	Regular	0.00	111.80	64017
2507	HOME SLICE	07/22/2024	Regular	0.00	240.00	64018
2836	I:SPACE FURNITURE, INC.	07/22/2024	Regular	0.00	64.50	64019
2223	IMAGE 360	07/22/2024	Regular	0.00	160.53	64020
2740	IOWA FARM EQUIPMENT	07/22/2024	Regular	0.00	210.00	64021
2741	KING PAINTING LLC	07/22/2024	Regular	0.00	450.00	64022
2837	KATIE KLUS	07/22/2024	Regular	0.00	219.56	64023
2628	LEXIPOL	07/22/2024	Regular	0.00	3,830.02	64024
0842	MENARDS - ALTOONA	07/22/2024	Regular	0.00	226.38	64025
	Void	07/22/2024	Regular	0.00	0.00	64026
0251	MICROBAC LABORATORIES, INC	07/22/2024	Regular	0.00	70.00	64027
2650	MIDWEST CRITICAL POWER LLC	07/22/2024	Regular	0.00	4,085.31	64028
	Void	07/22/2024	Regular	0.00	0.00	64029
	Void	07/22/2024	Regular	0.00	0.00	64030
0308	MUNICIPAL SUPPLY, INC.	07/22/2024	Regular	0.00	11,869.00	64031
1457	O'REILLY AUTO PARTS	07/22/2024	Regular	0.00	11.99	64032
2017	RDG PLANNING & DESIGN	07/22/2024	Regular	0.00	38,473.63	64033
2655	RUETER'S	07/22/2024	Regular	0.00	151.45	64034
1504	SHIVE-HATTERY INC	07/22/2024	Regular	0.00	7,385.00	64035
1336	SMITH'S SEWER SERVICE, INC.	07/22/2024	Regular	0.00	350.00	64036
0564	STOREY KENWORTHY/MATT PARRO	07/22/2024	Regular	0.00	463.92	64037
2706	VALEO NETWORKS	07/22/2024	Regular	0.00	2,412.92	64038
2231	VERIZON WIRELESS	07/22/2024	Regular	0.00	1,493.42	64039
1512	IRS USATAXPYMT	07/05/2024	Bank Draft	0.00	90.16	DFT0003255
2093	KLC CONSTRUCTION	07/10/2024	Bank Draft	0.00	15,722.50	DFT0003256
2757	GOOGLE LLC	07/05/2024	Bank Draft	0.00	22.90	DFT0003257
2254	TCM BANK NA	07/15/2024	Bank Draft	0.00	2,051.17	DFT0003258
0387	TREASURER - STATE OF IOWA	07/15/2024	Bank Draft	0.00	3.17	DFT0003260
1069	FIRST NATIONAL BANK OMAHA	07/09/2024	Bank Draft	0.00	2,673.90	DFT0003277
1069	FIRST NATIONAL BANK OMAHA	07/09/2024	Bank Draft	0.00	4,141.52	DFT0003278

Check Register

Packet: APPKT00957-07/19/2024 FOR MEETING ON 08/05/2024

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0050	UMB BANK	07/25/2024	Bank Draft	0.00	600.00	DFT0003279
2254	TCM BANK NA	07/15/2024	Bank Draft	0.00	3,642.62	DFT0003280

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	61	40	0.00	163,769.61
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	0.00
Bank Drafts	9	9	0.00	28,947.94
EFT's	0	0	0.00	0.00
	70	56	0.00	192,717.55

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2024	192,717.55
			<u>192,717.55</u>



Check Register

Packet: APPKT00956 - AP ACH

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
0103	CLARKE MOSQUITO CONTROL PROD	07/25/2024	EFT	0.00	607.61	10000
2637	GENERAL TRAFFIC CONTROLS, INC.	07/25/2024	EFT	0.00	2,669.00	10001
0354	PFM FINANCIAL ADVISORS LLC	07/25/2024	EFT	0.00	6,500.00	10002

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	3	3	0.00	9,776.61
	3	3	0.00	9,776.61

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2024	9,776.61
			9,776.61



Check Register

Packet: APPKT00959 - 7/29/2024 FOR MEETING ON 8/5/2024

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	07/29/2024	Regular	0.00	230.00	64041
2865	COURTNEY MULLIN	07/29/2024	Regular	0.00	50.00	64042
0144	DES MOINES WATER WORKS	07/29/2024	Regular	0.00	150.00	64043
2137	JESTER INSURANCE SERVICE	07/29/2024	Regular	0.00	38.00	64044
1525	GANNETT MEDIA CORP	07/29/2024	Regular	0.00	1,001.19	64045
0230	IOWA ONE CALL	07/29/2024	Regular	0.00	218.60	64046
2233	JENE JESS	07/29/2024	Regular	0.00	2,409.27	64047
1340	KONICA MINOLTA	07/29/2024	Regular	0.00	543.47	64048
2619	KONICA MINOLTA PREMIER FINANCIAL	07/29/2024	Regular	0.00	1,057.30	64049
0277	MARTIN MARIETTA MATERIALS	07/29/2024	Regular	0.00	1,430.78	64050
0842	MENARDS - ALTOONA	07/29/2024	Regular	0.00	39.36	64051
2650	MIDWEST CRITICAL POWER LLC	07/29/2024	Regular	0.00	389.73	64052
2863	NP PROPERTIES	07/29/2024	Regular	0.00	9,431.34	64053
2778	BILL SEXTON	07/29/2024	Regular	0.00	160.00	64054
1534	STRATUS BUILDNG SOLUTIONS IOWA	07/29/2024	Regular	0.00	475.00	64055
1161	VEENSTRA & KIMM, INC.	07/29/2024	Regular	0.00	7,622.25	64056
0772	FRANCOTYP-POSTALIA INC	07/19/2024	Bank Draft	0.00	500.00	DFT0003281
0291	MIDAMERICAN ENERGY	08/06/2024	Bank Draft	0.00	10,466.40	DFT0003282
2538	IOWA LAND RECORDS	07/25/2024	Bank Draft	0.00	60.00	DFT0003287
2538	IOWA LAND RECORDS	07/24/2024	Bank Draft	0.00	25.00	DFT0003288

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	21	16	0.00	25,246.29
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	11,051.40
EFT's	0	0	0.00	0.00
	25	20	0.00	36,297.69

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2024	25,831.29
999	POOLED CASH	8/2024	10,466.40
			36,297.69



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00958 - PYPKT00582 - 07/01-07/14/2024 PAID ON
07/19/2024

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 2304 - EBS										Vendor Total: 27,633.28
INV0004047	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	1,685.38	0.00	0.00	0.00	1,685.38
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 8/1/2024			Bank Draft:	DFT0003261
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,685.38	0.00	0.00	0.00	1,685.38	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2125	DENTAL INSURANCE				1,685.38	100.00%				
INV0004053	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	20,019.01	0.00	0.00	0.00	20,019.01
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	Payment Date: 8/1/2024			Bank Draft:	DFT0003266
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	20,019.01	0.00	0.00	0.00	20,019.01	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				20,019.01	100.00%				
INV0004054	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	986.28	0.00	0.00	0.00	986.28
EBS ADMIN COST	AP Bank Code - AP Bank				No	Payment Date: 8/1/2024			Bank Draft:	DFT0003267
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
EBS ADMIN COST	Service		0.00	0.00	986.28	0.00	0.00	0.00	986.28	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				986.28	100.00%				
INV0004056	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	1,384.86	0.00	0.00	0.00	1,384.86
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	Payment Date: 8/1/2024			Bank Draft:	DFT0003269
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
LIFE & DIS PRINCIPAL	Service		0.00	0.00	1,384.86	0.00	0.00	0.00	1,384.86	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				1,384.86	100.00%				
INV0004057	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	3,359.50	0.00	0.00	0.00	3,359.50
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	Payment Date: 8/1/2024			Bank Draft:	DFT0003270
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SELF FUNDED DEDUCTABLE INSURANCE	Service		0.00	0.00	3,359.50	0.00	0.00	0.00	3,359.50	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				3,359.50	100.00%				
INV0004058	Invoice	8/1/2024	8/1/2024	8/1/2024	8/1/2024	198.25	0.00	0.00	0.00	198.25
VISION AVISES	AP Bank Code - AP Bank				No	Payment Date: 8/1/2024			Bank Draft:	DFT0003271

Payable Register

Packet: APPKT00958 - PYPKT00582 - 07/01-07/14/2024 PAID ON 07/19/2024

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 Distributions	Service	0.00	0.00	198.25	0.00	0.00	0.00	198.25		
Account Number	Account Name	Project	Account Key	Amount	Percent					
112-050-2132	VISION WITHHOLDING			198.25	100.00%					

Vendor: [0238 - IOWA WORKFORCE DEVELOPMENT](#)

Vendor Total: 302.65

INV0004062	Invoice	9/27/2024	9/27/2024	9/27/2024	9/27/2024	302.65	0.00	0.00	0.00	302.65
Unemployment Insurance	AP Bank Code - AP Bank			No	Payment Date: 9/27/2024		Bank Draft:		DFT0003275	
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployment Insurance Distributions		NA		0.00	0.00	302.65	0.00	0.00	0.00	302.65
Account Number		Account Name		Project Account Key		Amount	Percent			
112-050-2122		STATE WITHHOLDING				302.65	100.00%			

Vendor: [0239 - IPERS](#)

Vendor Total: 18,364.41

INV0004055	Invoice	7/19/2024	7/19/2024	7/19/2024	7/19/2024	567.07	0.00	0.00	0.00	567.07
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 7/19/2024			Bank Draft:		DFT0003268
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution Distributions	NA		0.00	0.00	567.07	0.00	0.00	0.00	567.07	
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				567.07	100.00%				

INV0004059	Invoice	7/19/2024	7/19/2024	7/19/2024	7/19/2024	17,797.34	0.00	0.00	0.00	17,797.34
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 7/19/2024			Bank Draft:		DFT0003272
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution Distributions	NA		0.00	0.00	5,565.17	0.00	0.00	0.00	5,565.17	
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				5,565.17	100.00%				

Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution Distributions	NA	0.00	0.00	12,232.17	0.00	0.00	0.00	12,232.17
Account Number	Account Name	Project Account Key		Amount	Percent			
112-050-2123	IPERS WITHHOLDING			12,232.17	100.00%			

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 27,888.35

INV0004061	Invoice	7/19/2024	7/19/2024	7/19/2024	7/19/2024	27,888.35	0.00	0.00	0.00	27,888.35
Federal Tax Withheld	AP Bank Code - AP Bank			No	Payment Date: 7/19/2024			Bank Draft:		DFT0003274
Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Withholding Distributions	NA			0.00	0.00	14,349.02	0.00	0.00	0.00	14,349.02
Account Number	Account Name			Project Account Key		Amount	Percent			
112-050-2121	FICA/MEDICARE WITHHOLDING					14,349.02	100.00%			

Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding Distributions	NA	0.00	0.00	3,355.80	0.00	0.00	0.00	3,355.80
Account Number	Account Name	Project Account Key		Amount	Percent			
112-050-2121	FICA/MEDICARE WITHHOLDING			3,355.80	100.00%			

Payable Register

Packet: APPKT00958 - PYPKT00582 - 07/01-07/14/2024 PAID ON 07/19/2024

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 Distributions	NA	0.00	0.00	10,183.53	0.00	0.00	0.00	10,183.53			
Account Number	Account Name	Project Account Key			Amount	Percent					
670-050-2120	FEDERAL WITHHOLDING				20.20	0.20%					
741-050-2120	FEDERAL WITHHOLDING				304.12	2.99%					
110-050-2120	FEDERAL WITHHOLDING				841.73	8.27%					
001-050-2120	FEDERAL WITHHOLDING				7,335.29	72.03%					
610-050-2120	FEDERAL WITHHOLDING				805.72	7.91%					
600-050-2120	FEDERAL WITHHOLDING				876.47	8.61%					

Vendor: 2249 - ISOLVED BENEFIT SERVICES

Vendor Total: 2,286.29

INV0004048	Invoice	7/19/2024	7/19/2024	7/19/2024	7/19/2024	2,239.13	0.00	0.00	0.00	2,239.13
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 7/19/2024				Bank Draft: DFT0003262

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction Distributions	NA	0.00	0.00	2,239.13	0.00	0.00	0.00	2,239.13
Account Number	Account Name	Project Account Key			Amount	Percent		
820-050-2131	SELF-FUNDED WITHHOLDING				2,239.13	0%		

INV0004049	Invoice	7/19/2024	7/19/2024	8/6/2024	7/19/2024	47.16	0.00	0.00	0.00	47.16
FSA ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 8/6/2024				Bank Draft: DFT0003263

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX SPENDING ADMINISTRATION FEE Distributions	Service	0.00	0.00	47.16	0.00	0.00	0.00	47.16
Account Number	Account Name	Project Account Key			Amount	Percent		
820-050-2131	SELF-FUNDED WITHHOLDING				47.16	0%		

Vendor: 1274 - MISSION SQUARE

Vendor Total: 1,863.41

INV0004050	Invoice	7/19/2024	7/19/2024	7/19/2024	7/19/2024	1,375.00	0.00	0.00	0.00	1,375.00
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 7/19/2024				Bank Draft: DFT0003264

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction Distributions	NA	0.00	0.00	1,375.00	0.00	0.00	0.00	1,375.00
Account Number	Account Name	Project Account Key			Amount	Percent		
001-050-2130	ICMA-RC				1,375.00	100.00%		

INV0004051	Invoice	7/19/2024	7/19/2024	7/19/2024	7/19/2024	388.41	0.00	0.00	0.00	388.41
DEFERRED COMPENSATION	AP Bank Code - AP Bank				No	Payment Date: 7/19/2024				Bank Draft: DFT0003265

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DEFERRED COMPENSATION Distributions	Service	0.00	0.00	388.41	0.00	0.00	0.00	388.41
Account Number	Account Name	Project Account Key			Amount	Percent		
001-050-2130	ICMA-RC				388.41	100.00%		

INV0004052	Invoice	7/19/2024	7/19/2024	7/19/2024	7/19/2024	100.00	0.00	0.00	0.00	100.00
ICMA-ROTH	AP Bank Code - AP Bank				No	Payment Date: 7/19/2024				Bank Draft: DFT0003276

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ICMA-ROTH Distributions	NA	0.00	0.00	100.00	0.00	0.00	0.00	100.00
Account Number	Account Name	Project Account Key			Amount	Percent		
110-050-2130	ICMA-RC				4.98	4.98%		
001-050-2130	ICMA-RC				95.02	95.02%		

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

Vendor: 1832 - TREASURER - STATE OF IOWA									Vendor Total:	4,356.48
INV0004060	Invoice	7/19/2024	7/19/2024	7/19/2024	7/19/2024	4,356.48	0.00	0.00	0.00	4,356.48
State Tax Withholding	AP Bank Code - AP Bank		No			Payment Date: 7/19/2024		Bank Draft:		DFT0003273

Items									
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding	NA		0.00	0.00	4,356.48	0.00	0.00	0.00	4,356.48

Distributions									
Account Number	Account Name	Project Account Key		Amount	Percent				
741-050-2122	STATE WITHHOLDING			157.54	3.62%				
670-050-2122	STATE WITHHOLDING			15.23	0.35%				
110-050-2122	STATE WITHHOLDING			385.00	8.84%				
610-050-2122	STATE WITHHOLDING			339.40	7.79%				
600-050-2122	STATE WITHHOLDING			376.81	8.65%				
001-050-2122	STATE WITHHOLDING			3,082.50	70.76%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	16	82,694.87	0.00	0.00	0.00	82,694.87	82,694.87	0.00
Grand Total:		82,694.87	0.00	0.00	0.00	82,694.87	82,694.87	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	7,335.29
001-050-2122	STATE WITHHOLDING	3,082.50
001-050-2130	ICMA-RC	1,858.43
Total:		12,276.22

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	841.73
110-050-2122	STATE WITHHOLDING	385.00
110-050-2130	ICMA-RC	4.98
Total:		1,231.71

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	17,704.82
112-050-2122	STATE WITHHOLDING	302.65
112-050-2123	IPERS WITHHOLDING	18,364.41
112-050-2124	HEALTH INSURANCE WITHHOLDING	25,749.65
112-050-2125	DENTAL INSURANCE	1,685.38
112-050-2132	VISION WITHHOLDING	198.25
Total:		64,005.16

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	876.47
600-050-2122	STATE WITHHOLDING	376.81
Total:		1,253.28

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	805.72
610-050-2122	STATE WITHHOLDING	339.40
Total:		1,145.12

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	20.20
670-050-2122	STATE WITHHOLDING	15.23
Total:		35.43

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	304.12
741-050-2122	STATE WITHHOLDING	157.54
Total:		461.66

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,286.29
Total:		2,286.29



Payroll Check Register

Checks

Pay Period: 7/10/2024-7/10/2024

Packet: PYPKT00578 - CORRECTION FOR COX & DRISCOLL
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
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*** No Checks Created In This Packet ***



Payroll Check Register

Direct Deposits

Pay Period: 7/10/2024-7/10/2024

Packet: PYPKT00578 - CORRECTION FOR COX & DRISCOLL

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
COX, TARA K	8118	07/12/2024	230.64	105206
DRISCOLL, CHAD P	8120	07/12/2024	230.64	105207



Payroll Check Register

Report Summary

Pay Period: 7/10/2024-7/10/2024

Packet: PYPKT00578 - CORRECTION FOR COX & DRISCOLL
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	2	461.28
Total	2	461.28



Payroll Check Register

Checks

Pay Period: 7/1/2024-7/14/2024

Packet: PYPKT00582 - 07/01-07/14/2024 PAID ON 07/19/2024

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
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*** No Checks Created In This Packet ***



Payroll Check Register

Direct Deposits

Pay Period: 7/1/2024-7/14/2024

Packet: PYPKT00582 - 07/01-07/14/2024 PAID ON 07/19/2024

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
ADKISSON, JENNIFER	3145	07/19/2024	828.06	105208
BAILEY, BOYCE E	7104	07/19/2024	1,312.55	105209
BERGESON, JOHN W	7121	07/19/2024	1,990.19	105210
BRIGGS, ASHTON S	1511	07/19/2024	908.11	105211
BRUCE, EMMA	3141	07/19/2024	868.93	105212
CARPENTER, JOHN C	5129	07/19/2024	1,631.30	105213
COLLISON, PATRICK F	5103	07/19/2024	2,273.71	105214
CORY, JOHN P	7120	07/19/2024	1,609.85	105215
CRITTENDEN, MATTHEW	1567	07/19/2024	1,362.74	105216
DE LOS SANTOS, JUAN DAVID	7128	07/19/2024	1,162.21	105217
ELLIOTT, KYLE	1568	07/19/2024	1,179.34	105218
GANNAWAY, COURTNEY	1597	07/19/2024	1,044.99	105219
GILSON, DUSTY ALAN	7124	07/19/2024	1,572.09	105220
HAGAN, SHELBY L	5118	07/19/2024	2,735.05	105221
HARMISON, TROY G	1503	07/19/2024	1,839.55	105222
HIGGINS, DAVID P.	7105	07/19/2024	1,829.41	105223
HORTON, JOHN C	7112	07/19/2024	100.00	105224
HORTON, JOHN C	7112	07/19/2024	3,580.14	105224
HOWIESON, DANIEL	1572	07/19/2024	500.35	105225
HUFF, TIMOTHY J	1559	07/19/2024	2,276.61	105226
JESS, JENE' N	5123	07/19/2024	3,648.21	105227
JOHNSON, ANNASTASHA	5130	07/19/2024	1,467.88	105228
KENT, RONALD D	7115	07/19/2024	855.35	105229
KING, CHRISTINA M	3143	07/19/2024	743.06	105230
KLINKER, KRIS	7116	07/19/2024	354.99	105231
KLINKER-FELD, MICHELL M	3135	07/19/2024	2,268.32	105232
KLUS, KATIE	5134	07/19/2024	1,659.13	105233
KREUDER, AARON M	1441	07/19/2024	3,834.53	105234
KRUSE, OSCAR	1586	07/19/2024	738.52	105235
LUING, TIFFANY A	5133	07/19/2024	1,986.80	105236
LUNDQUIST, BRADLEY D	1555	07/19/2024	845.59	105237
MARSHMAN, CRAIG A	5125	07/19/2024	1,773.67	105238
MASON, KYLE	1598	07/19/2024	802.42	105239
MILLER, BRODY E	1582	07/19/2024	1,811.91	105240
MURRAY, MARGARET	5126	07/19/2024	3,240.68	105241
OLIVER, MARKETA S	8403	07/19/2024	3,598.29	105242
OLIVER, MARKETA S	8403	07/19/2024	300.00	105242
PEZLEY, ISAAC J	5132	07/19/2024	2,326.41	105243
RAUTERBERG, ANTHONY	1599	07/19/2024	2,636.78	105244
REYNOLDS, RAY A	1537	07/19/2024	1,091.34	105245
RICCIO, ANTHONY F	1583	07/19/2024	833.36	105246
SANDERS, JILL C	3128	07/19/2024	3,358.41	105247
SCHINCKE, MEGAN	3137	07/19/2024	125.00	105248
SCHINCKE, MEGAN	3137	07/19/2024	1,075.78	105248
SCHINCKE, MEGAN	3137	07/19/2024	461.05	105248
SEXTON, WILLIAM M	7125	07/19/2024	250.00	105249
SEXTON, WILLIAM M	7125	07/19/2024	1,153.91	105249
SPOERRY, DANIELLE M	1527	07/19/2024	1,492.81	105250
SUHR, CARLENE E.F.	3144	07/19/2024	1,468.53	105251
SUMMERS, AANNA N	1575	07/19/2024	2,037.42	105252
SUMMERS, ALAN C	1534	07/19/2024	2,175.62	105253

Employee	Employee #	Date	Amount	Number
WELTHA, CLAYTON	1566	07/19/2024	1,073.26	105254



Payroll Check Register

Report Summary

Pay Period: 7/1/2024-7/14/2024

Packet: PYPKT00582 - 07/01-07/14/2024 PAID ON 07/19/2024
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	52	82,094.21
Total	52	82,094.21



Refund Check Register

Refund Check Detail

UBPKT05712 - 7/22/24 - REFUND CHECK 11-03059-04

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
11-03059-04	MARGARET BUTLER	7/22/2024	63988	5.01			5.01	Deposit
Total Refunds: 1		Total Refunded Amount:		5.01				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	5.01
Revenue Total:	5.01

General Ledger Distribution

Posting Date: 07/22/2024

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-5.01	Yes
	600-050-2141	APPLIED CREDITS	5.01	
	600 Total:		0.00	
Fund: 999 - POOLED CASH				
	999-000-1100	POOLED CASH	-5.01	
	999-050-2300	DUE TO OTHER FUNDS	5.01	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



Refund Check Register

Refund Check Detail

UBPKT05714 - 7/22/24 - REFUND CHECK 16-01472-02

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
16-01472-02	MCCOMBER, MITCHEL	7/22/2024	63989	117.66			117.66	Deposit
Total Refunds: 1			Total Refunded Amount:	117.66				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	117.66
Revenue Total:	117.66

General Ledger Distribution

Posting Date: 07/22/2024

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-117.66	Yes
	600-050-2141	APPLIED CREDITS	117.66	
	600 Total:		0.00	
Fund: 999 - POOLED CASH				
	999-000-1100	POOLED CASH	-117.66	
	999-050-2300	DUE TO OTHER FUNDS	117.66	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



Refund Check Register

Refund Check Detail

UBPKT05716 - 7/22/24 - REFUND CHECK 01-02376-06

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-02376-06	STACEY PETERSEN	7/22/2024	63990	4.87			4.87	Deposit
Total Refunds: 1		Total Refunded Amount:		4.87				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	4.87
Revenue Total:	4.87

General Ledger Distribution

Posting Date: 07/22/2024

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER	600-000-1101	CLAIM ON POOLED CASH	-4.87	Yes
	600-050-2141	APPLIED CREDITS	4.87	
	600 Total:		0.00	
Fund: 999 - POOLED CASH	999-000-1100	POOLED CASH	-4.87	
	999-050-2300	DUE TO OTHER FUNDS	4.87	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



Refund Check Register

Refund Check Detail

UBPKT05718 - 7/22/24 - REFUND CHECK 05-02615-05

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
05-02615-05	ABRAHAMSEN, RANDY	7/22/2024	63991	72.29			72.29	Deposit
Total Refunds: 1		Total Refunded Amount:		72.29				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	72.29
Revenue Total:	72.29

General Ledger Distribution

Posting Date: 07/22/2024

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-72.29	Yes
	600-050-2141	APPLIED CREDITS	72.29	
	600 Total:		0.00	
Fund: 999 - POOLED CASH				
	999-000-1100	POOLED CASH	-72.29	
	999-050-2300	DUE TO OTHER FUNDS	72.29	Yes
	999 Total:		0.00	
Distribution Total:			0.00	



Refund Check Register

Refund Check Detail

UBPKT05720 - 7/22/24 - UB REFUND CHECK 01-01752-06

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01752-06	NIELSEN, TROY V	7/22/2024	63992	107.27			107.27	Deposit
Total Refunds: 1			Total Refunded Amount:	107.27				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	107.27
Revenue Total:	107.27

General Ledger Distribution

Posting Date: 07/22/2024

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER	600-000-1101	CLAIM ON POOLED CASH	-107.27	Yes
	600-050-2141	APPLIED CREDITS	107.27	
	600 Total:		0.00	
Fund: 999 - POOLED CASH	999-000-1100	POOLED CASH	-107.27	
	999-050-2300	DUE TO OTHER FUNDS	107.27	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



Refund Check Register

Refund Check Detail

UBPKT05728 - 7/24/24 - UB REFUND CHECK 16-01913-01

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
16-01913-01	LLC, GSA PROPERTIES	7/24/2024	64040	33.85			33.85	Deposit
Total Refunds: 1				Total Refunded Amount:	33.85			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	33.85
Revenue Total:	33.85

General Ledger Distribution

Posting Date: 07/24/2024

	Account Number	Account Name	Posting Amount	IFT
Fund:	600 - WATER			
	600-000-1101	CLAIM ON POOLED CASH	-33.85	Yes
	600-050-2141	APPLIED CREDITS	33.85	
	600 Total:		0.00	
Fund:	999 - POOLED CASH			
	999-000-1100	POOLED CASH	-33.85	
	999-050-2300	DUE TO OTHER FUNDS	33.85	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



Refund Check Register

Refund Check Detail

UBPKT05743 - 7/29/24 - UB HYDRANT METER REFUND 16-02019-00

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
16-02019-00	COMMERCIAL, ACCURATE	7/29/2024	64057	1,486.12			1486.12	Deposit
Total Refunds: 1		Total Refunded Amount:		1,486.12				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	1486.12
Revenue Total:	1486.12

General Ledger Distribution

Posting Date: 07/29/2024

	Account Number	Account Name	Posting Amount	IFT
Fund:	600 - WATER			
	600-000-1101	CLAIM ON POOLED CASH	-1,486.12	Yes
	600-050-2141	APPLIED CREDITS	1,486.12	
	600 Total:		0.00	
Fund:	999 - POOLED CASH			
	999-000-1100	POOLED CASH	-1,486.12	
	999-050-2300	DUE TO OTHER FUNDS	1,486.12	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



Refund Check Register

Refund Check Detail

UBPKT05708 - 7/19/24 - ISSUE REFUND TO 01-02621-02

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-02621-02	BALLARD, SAMANTHA M	7/19/2024	63987	119.41			119.41	Deposit
Total Refunds: 1		Total Refunded Amount:		119.41				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	119.41
Revenue Total:	119.41

General Ledger Distribution

Posting Date: 07/19/2024

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER	600-000-1101	CLAIM ON POOLED CASH	-119.41	Yes
	600-050-2141	APPLIED CREDITS	119.41	
	600 Total:		0.00	
Fund: 999 - POOLED CASH	999-000-1100	POOLED CASH	-119.41	Yes
	999-050-2300	DUE TO OTHER FUNDS	119.41	
	999 Total:		0.00	
	Distribution Total:		0.00	



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.d.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution approving a development agreement with Hy-Vee Health Exemplar Care

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: In January 2024 the Bondurant City Council approved a resolution approving funding for Hy-Vee Exemplar Care under the Targeted Business and Industry Program in an amount not to exceed \$123,600, specifically to be used for rent reimbursement for one year's worth of rent, totaling \$123,600. The attached resolution approves the development agreement associated with the January 2024 Targeted Business and Industry Program commitment. Consistent with what was previously approved by Council in January 2024, the attached agreement notes, "In recognition of the Tenant's obligations set forth above, the City hereby agrees to fund the Grant to the Tenant in an amount equal to the lesser of (i) the demonstrated Rental Costs; or (ii) \$123,600, whichever is less, within (30) days of the receipt by the City of a satisfactory Disbursement Request from the Tenant".

FUNDING SOURCE: TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-168
2. Development Agreement Exemplar Care (Bondurant 2024)-v2

CITY OF BONDURANT
RESOLUTION NO. 240805-168

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH HY-VEE
HEALTH EXEMPLAR CARE

WHEREAS in January 2024 the Bondurant City Council approves a resolution approving funding for Hy-Vee Health Exemplar Care under the City's Targeted Business and Industry Program in an amount not to exceed \$123,600, specifically to be used for rent reimbursement for one year's worth of rent totaling \$123,600; AND

WHEREAS a development agreement has been prepared to formalize this previous Targeted Business and Industry Program funding.

NOW, THEREFORE, BE IT RESOLVED that the Bondurant City Council hereby approves the Hy-Vee Health Exemplar Care Development Agreement.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 5th day of August 2024.

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				

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into this ____ day of _____, 2024, by and between THE CITY OF BONDURANT, IOWA, an Iowa municipal Tenant (hereinafter referred to as “City”), and HY-VEE HEALTH EXEMPLAR CARE AND ALL ASSOCIATED ENTITIES, an Iowa professional limited liability company, and tenant of 88 Paine Circle SE, Suite 1 (hereinafter referred to as “Tenant”).

WHEREAS the City’s Targeted Business and Industry Program was established to build on the community’s strengths, to promote businesses strategically, and to retain and create employment for the community; and

WHEREAS based on feedback obtained during the Building Bondurant Comprehensive Plan creation and adoption process, the Targeted Business and Industry Program lists Healthcare Services as an eligible request under said program, reflecting the community’s need for such services; and

WHEREAS, Tenant has leased office space (the “Office Space”) situated at 88 Paine Circle SE, Suite 1 for use in the business operations of a health clinic; and

WHEREAS Tenant submitted a Targeted Business and Industry Program application to the City for consideration, highlighting the significant economic impact a health clinic would have on the Bondurant community, with an estimated annual economic impact of \$363,000, as per a recent study on rural primary care; and

WHEREAS per Resolution No. 240102-10, the Bondurant City Council approved funding for Hy-Vee Health Exemplar Care under the Targeted Business and Industry Program in the form of an economic development grant (the “Grant”) in an amount not to exceed \$123,600, specifically for rent reimbursement equivalent to one year’s worth of rent by Tenant; and

WHEREAS Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives, and other financial assistance to or for the benefit of private persons.

NOW, THEREFORE, in consideration of the mutual covenants and premises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Tenant agree to as follows:

1. Tenant’s Obligations. The Tenant agrees to lease the Office Space through February 28, 2025. Further, the Tenant agrees to use the Office Space in the continuous business operations of a health clinic at least through February 28, 2025.

2. Economic Development Grant Disbursement Request. Within thirty (30) days of February 28, 2025, the Tenant agrees to submit a grant disbursement request (the “Disbursement Request”) to the City. The Disbursement Request shall be in the form attached hereto as Exhibit A.

The Grant Disbursement Request shall be accompanied by documentation, to the reasonable satisfaction of the City, detailing the rental costs (the “Rental Costs”) incurred by the Tenant in leasing the Office Space and demonstrating that such Rental Costs have been fully paid by the Tenant.

3. Economic Development Grant. In recognition of the Tenant’s obligations set forth above, the City hereby agrees to fund the Grant to the Tenant in an amount equal to the lesser of (i) the demonstrated Rental Costs; or (ii) \$123,600, whichever is less, within (30) days of the receipt by the City of a satisfactory Disbursement Request from the Tenant.

4. Default Provisions.

a. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- (i) Failure by the Tenant to comply with Sections A.1 and A.2 of this Agreement.
- (ii) Failure by the Tenant to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Tenant describing the cause of the default and the steps that must be taken by the Tenant in order to cure the default. The Tenant shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Tenant fails to cure the default or provide assurances, the City shall then have the right to:

- (i) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- (ii) Withhold the Grant provided for under Section B.1 of this Agreement.
- (iii) Recover an amount equal to the full amount of the Grant previously made to the Tenant under Section B.2 below. The City may take any action, including any legal action it deems necessary, to recover such amount from the Tenant.

Whenever any Event of Default described in this Agreement occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Tenant herein contained, and the City prevails in an action to enforce this Agreement, the Tenant agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys

and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

5. **Amendment and Assignment.** This Agreement may not be amended or assigned by either party without the written consent of the other party.

6. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

7. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on the date on which the City funds the Grant.

8. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Tenant have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF BONDURANT, IOWA

By: _____
Doug Elrod, Mayor

Attest:

Shelby Hagan, City Clerk

HY-VEE HEALTH EXEMPLAR CARE AND ALL
ASSOCIATED ENTITES

By: _____

Its: _____

EXHIBIT A
FORM OF GRANT DISBURSEMENT REQUEST

Date submitted: _____

Submitted by: _____

Contact information: _____

Amount Requested \$ _____

Costs Documentation Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred to in the index above reflect legitimate Rental Costs incurred by the Tenant for leasing office space located at 88 Paine Circle SE, Suite 1 for use in the business operations of a health clinic.

HY-VEE HEALTH EXEMPLAR CARE AND ALL ASSOCIATED ENTITIES

[Name, Title]

Reviewed and accepted by the City Council of Bondurant, Iowa this _____ day of _____, 2025.

By: _____
Mayor

Attest:

City Clerk



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.e.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution approving Quote for 2024 City Wide Roadway Restriping Project to Quality Striping Inc. in the amount of \$28,950.00

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Quality Striping Inc. has submitted a quote in the amount of \$28,950.00, which reflects work that will be done for the 2024 City Wide Restriping Program. Every fiscal year, staff budget for roadway restriping work to be completed as a part of our annual maintenance budget.

FUNDING SOURCE: RUT

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-169
2. 2024 Restripe Quote

CITY OF BONDURANT
RESOLUTION NO. 240805-169

RESOLUTION APPROVING QUOTE FROM QUALITY STRIPING INC. FOR 2024
CITY WIDE RESTRIPIING PROGRAM IN THE AMOUNT OF \$28,950.00

WHEREAS the 2024 City Wide Restriping Program Quote was submitted on July 31st, 2024; AND

WHEREAS the quote is for work that will be completed for the 2024 City Wide Restriping Program; AND

WHEREAS City staff have reviewed this document and found it to be in order; AND

WHEREAS the amount for Quote is \$28,950.00,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the quote from Quality Striping Inc. in the amount of \$28,950.00 is hereby approved.

Passed this 5th day of August 2024,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				



1704 E. Euclid Avenue
Des Moines, Iowa 50313
Phone: 515-289-1370
Fax: 515-289-1373

7/19/2024

City of Bondurant
Attention: John Horton
Public Works Director

Project No 2024 City Restripe

ITEM NO.	DESCRIPTION	UNITS	UNIT PRICE	BID AMOUNT
1	Painted Pavement Markings, Waterborne	1.00 LS	\$28,950.00	\$28,950.00

Conditions

UNLESS NOTED OR OTHERWISE AGREED TO, BID ITEMS ARE TIED.

WORK TO CONSIST OF ALL LOCATIONS COMPLETED ON THE 2023 PORTION OF RESTRIPE ALONG WITH THE FOLLOWING NEW LOCATIONS:

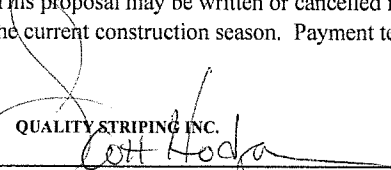
GRANT STREET N. AT THE HIGH SCHOOL - LANE LINES, CROSSWALK, SYMBOLS AND 8' PAINT ISLAND.

GRANT STREET S. JUST SOUTH OF 32ND ST SW TO THE SOUTH SIDE OF BRIDGE OVER I-80.

BOND NOT INCLUDED. PLEASE ADD \$11.00 PER \$1,000.00 FOR BOND, IF REQUIRED.

BY REFERENCE THE FOLLOWING IS PART OF THIS PROPOSAL

We will furnish and perform, in accordance with the owner's specification, all labor, material, equipment, and services reasonably necessary to complete the work identified above. This proposal may be written or cancelled if not accepted within 30 days. Unless stated otherwise, prices are based on completion during the current construction season. Payment terms: Net within 30 days after receipt of invoice.

BY: 
QUALITY STRIPING INC.
Scott Hodges, Estimator

The undersigned hereby accepts this proposal and agrees to be bound by the terms and conditions contained herein.

DATE: _____

BY: _____



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.f.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution approving pay request no. 14 to KLC Construction LLC. for the 15th Street and NE 88th Street/32nd Street, SE and Jorie Way Water Main Project in the amount of \$35,530.00

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay app #14 in the amount of \$35,530.00 related to the 15th Street and NE 88th Street/32nd St SE and Jorie Way Water Main Project.

This pay application reflects work that has been completed from June 22nd, 2024 to July 29th, 2024. This has been reviewed by Public Works and Engineers from Veenstra & Kim.

FUNDING SOURCE: SRF Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-170
2. Pay Request No. 14

CITY OF BONDURANT
RESOLUTION NO. 240805-170

RESOLUTION APPROVING PAY APPLICATION #14 TO KLC CONSTRUCTION LLC.
FOR THE 15th STREET and NE 88th STREET/32nd ST SE and JORIE WAY WATER
MAIN PROJECT IN THE AMOUNT OF \$35,530.00

WHEREAS the 15th Street and NE 88th Street/32nd St SE and Jorie Way Water Main Project Pay Application #14 was submitted on July 29th, 2024; AND

WHEREAS the pay application #14 is for work completed from June 22nd, 2024 thru July 29th, 2024 on the 15th Street and NE 88th Street/32nd St SE and Jorie Way Water Main Project; AND

WHEREAS City Staff and engineers from Veenstra & Kimm have reviewed the pay application for accuracy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay application #14 to KLC Construction LLC. in the amount of \$35,530.00 hereby approved.

Passed this 5th day of August 2024,

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				



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

July 29, 2024

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

BONDURANT, IOWA
15TH STREET SE & NE 88TH STREET WATER MAIN
32ND STREET SE & JORIE WAY WATER MAIN
PARTIAL PAYMENT ESTIMATE NO. 14

Enclosed is a copy of Partial Payment Estimate No. 14 for the 15th Street SE & NE 88th Street Water Main and 32nd Street SE & Jorie Way Water Main project. Partial Pay Estimate No. 14 is in the amount of \$35,530.00.

If you have any questions or comments concerning the project, please contact the writer at 515-669-7768 or at chornsby@v-k.net.

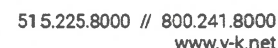
VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'Callin Hornsby'.

Callin Hornsby

CRH
428109

cc: Megan Loynachan – KLC Construction (electronic)
John Horton – City of Bondurant (electronic)



PAY ESTIMATE NO. 14

BID ITEMS

Page 57 of 224

MATERIALS STORED SUMMARY			
Description	Number of Units	Unit Price	Extended Cost
12" C900 Pipe	0	\$ 44.25	\$ -
12" C900 Certalok	0	\$ 59.05	\$ -
Hydrant	0	\$ 3,926.62	\$ -
12" Valve	0	\$ 3,016.66	\$ -
6" Valve	0	\$ 959.91	\$ -
Misc. Water Main Items	0.0	\$ 20,006.67	\$ -
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TOTAL MATERIALS STORED			\$ -

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$1,995,059.00	\$ 1,958,278.24
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -00.	\$ -00.
Revised Contract Price		\$ 1,995,059.00	\$ 1,958,278.24
		Materials Stored	\$ -00.
		Value of Completed Work and Materials Stored	\$ 1,958,278.24
		Less Retained Percentage (5%)	\$ 97,913.91
		Net Amount Due This Estimate	\$ 1,860,364.33
Less Estimate(s) Previously Approved	No. 1	\$ 237,508.32	
	No. 2	\$ 52,527.10	
	No. 3	\$ 57,887.93	
	No. 4	\$ 129,750.79	
	No. 5	\$ 272,325.07	
	No. 6	\$ 211,010.20	
	No. 7	\$ 229,185.60	
	No. 8	\$ 220,265.70	
	No. 9	\$ 191,301.50	
	No. 10	\$ 172,373.36	
	No. 11R2	\$ 15,890.05	
	No. 12R1	\$ 19,086.21	
	No. 13	\$ 15,722.50	
Less Total Pay Estimates Previously Approved		\$	1,824,834.33
		Amount Due This Estimate	\$ 35,530.00
The amount \$ 35,530.00 is recommended for approval for payment in accordance with the terms of the contract.			
Quantities Complete Submitted By:		Recommended By:	Approved By:
KLC Construction, LLC		Veenstra & Kimm, Inc.	City of Bondurant
Signature: <i>[Signature]</i>		Signature: <i>[Signature]</i>	Signature:
Name: <i>[Name]</i>		Name: Callin Hornsby	Name:
Title: <i>[Title]</i>		Title: Project Manager	Title:
Date: 7-23-24		Date: 7/29/2024	Date:

	Description	Unit	Estimated Quantity	Unit Price	Extended Price	Pay Estimate 14			
						Quantity	Paid	Invoiced SM	Installed SM
1	16" Water Main in Open Cut	LF	5	\$ 1,000.00	\$ 5,000.00		\$ -		
2	12" Water Main in Open Cut	LF	19,242	\$ 69.00	\$ 1,327,698.00		\$ -		
3	12" Water Main Directionally Bored	LF	1,253	\$ 137.00	\$ 171,661.00		\$ -		
4	12" Tapping Sleeve and Valve	EA	2	\$ 18,000.00	\$ 36,000.00		\$ -		
5	16" Gate Valve	EA	1	\$ 20,000.00	\$ 20,000.00		\$ -		
6	12" Gate Valve	EA	34	\$ 6,000.00	\$ 204,000.00		\$ -		
7	16"x12" Reducer	EA	1	\$ 2,900.00	\$ 2,900.00		\$ -		
8	Hydrant Assembly	EA	17	\$ 6,000.00	\$ 102,000.00		\$ -		
9	Granular Surfacing	TONS	10	\$ 60.00	\$ 600.00		\$ -		
10	Field Tile - 8" & Smaller	LF	200	\$ 80.00	\$ 16,000.00		\$ -		
11	Seeding - SUDAS Type 2	ACRE	22	\$ 1,600.00	\$ 35,200.00	19	\$ 30,400.00		
12	Erosion Control	LS	1	\$ 66,000.00	\$ 66,000.00	0.1	\$ 6,600.00		
13	Traffic Control	LS	1	\$ 8,000.00	\$ 8,000.00	0.05	\$ 400.00		
Add	Pay Est 8 Overpayment Reduction	LS	1	\$ (20,000.00)	\$ (20,000.00)		\$ -		
Add	Withheld for Compaction Testing	LF	-369.04	\$ 69.00	\$ (25,463.76)		\$ -		
Value of Completed Work and Materials Stored							\$ 37,400.00	\$ -	\$ -
Amount Paid (Less 5% Retainage)							\$ 35,530.00	\$ -	\$ -
Total Amount Paid (Less 5% Retainage)							\$		35,530.00



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.g.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution approving Amendment 1 of the Shive-Hattery Central District Stormwater Improvements Professional Consulting Agreement in the amount of \$96,855 for additional scope of work related to Phase 1 Archaeological Survey, an Intensive Architectural Survey, and if needed, a Phase 2 Archaeological Investigation

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: In May 2023 the Bondurant City Council approved a professional consulting services agreement with Shive-Hattery Inc for design services related to the Grant Street South Realignment/Central District Stormwater Improvements Master Plan project. A portion of this 2023 contract included services related to a Phase 1 Archeology Survey. Findings of the completed Phase I Archeology Survey noted that additional archaeology survey work must be completed due to the federal aid process and for NEPA clearance. The attached Amendment 1, in the amount of \$96,855, includes the following additional services not included in the original contract: expanded Phase 1 Archeological Survey, an intensive Architectural Study, and, if needed, a Phase 2 Archaeological Investigation.

The City Council approved an agreement with Shive-Hattery for the design \$2,625,000 for professional services related to the design and funding of the Grant Street S Realignment/Central District Stormwater Improvements on May 22, 2023. This amendment brings the total contract amount to \$2,721,855.

FUNDING SOURCE: TIF/GO/Bonds/Grants

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-171
2. Amendment 1

CITY OF BONDURANT
RESOLUTION NO. 240805-171

RESOLUTION APPROVING AMENDMENT 1 OF THE SHIVE-HATTERY CENTRAL DISTRICT STORMWATER IMPROVEMENTS PROFESSIONAL CONSULTING AGREEMENT IN THE AMOUNT OF \$96,855 FOR ADDITIONAL SCOPE OF WORK RELATED TO PHASE 1 ARCHAEOLOGICAL SURVEY, AN INTENSIVE ARCHITECTURAL SURVEY, AND IF NEEDED, A PHASE 2 ARCHAEOLOGICAL INVESTIGATION

WHEREAS in May 2023 City Council approved a Professional Service Agreement with Shive-Hattery for design work associated with the Grant Street South/Central District Stormwater Improvements Master Plan Phase I Project, AND

WHEREAS Amendment No. 1 to this Professional Consulting Agreement, in the amount of an additional \$96,855, includes the following additional scope of work not originally included in the agreement: Phase 1 Archaeological Survey, an Intensive Architectural Survey, and if needed, a Phase 2 Archaeological Investigation; AND

WHEREAS the above additional scope items are necessary based on the findings of the Phase I Archaeological Survey included as part of the original scope of work due to federal aid and NEPA clearance requirements; AND

WHEREAS the City Council approved an agreement with Shive-Hattery for the design \$2,625,000 for professional services related to the design and funding of the Grant Street S Realignment/Central District Stormwater Improvements on May 22, 2023; AND

WHEREAS implementation of this Grant Street South Realignment/Central District Stormwater Improvements Phase I project is consistent with the Building Bondurant Comprehensive Plan and the Central District Stormwater Improvements Master Plan.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Amendment No. 1 to the Grant Street South Realignment/Central District Stormwater Improvements Master Plan Phase I Agreement with Shive-Hattery in the amount of 1st Street, SW Professional Services Agreement with Shive-Hattery in the amount of 96,855, bringing the total contract amount to \$2,721,855 is hereby approved, pending review of legal counsel.

Passed this 5th day of August 2024,

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				

AMENDMENT TO AGREEMENT
between SHIVE-HATTERY, INC. AND THE CLIENT

ATTN: John Horton
CLIENT: City of Bondurant
200 2nd St. NE
Bondurant, IA 50035

PROJECT: Grant Street South Realignment/Central District Stormwater Improvements

PROJECT LOCATION: Bondurant, IA

ORIGINAL AGREEMENT DATE: May 22, 2023

AMENDMENT NO.: 1

AMENDMENT DATE: June 27, 2024

City of Bondurant and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

SCOPE OF SERVICES

Tasks for the Amendment to the Scope of Services are revised as follows:

1. Background:
As part of the Environmental review process required for the use of federal funds received, the Office of State Archaeologists (OSA) conducted a Phase 1 Archaeological Survey in December 2023 for the project area including two farmsteads to evaluate their eligibility for listing on the National Register of Historic Places (NRHP). The limited exploratory nature of a Phase 1 Survey did not conclusively determine the sites' eligibility for the NRHP, and a more comprehensive site investigation is needed. [The work performed under this Phase 1 Archaeological Survey is covered under the original agreement.](#)
2. Additional Scope:
The Consultant shall perform the additional required Cultural Resource Services necessary to determine the sites' NRHP eligibility and to coordinate findings with the State Historic Preservation Office (SHPO).

The fees included in the Compensation Table below are based on the following cultural resource services:

- a. Intensive Architectural Survey of Two Farmsteads
 - i. Will provide Recommendations on the eligibility of each property for listing on the National Register of Historic Places.
 - ii. Additionally, the survey will provide Information on the periods of significance for each farmstead to guide any further archeological testing at the sites.
- b. Extended Phase I Archeological Investigation
 - i. This investigation will attempt to identifying intact components from different eras of occupation, especially the earliest years or periods of significance for each farmstead.
 - ii. Assess the National Register eligibility of archeological deposits based on the presence of distinct components and their ability to provide substantial information about historically significant periods.

- c. Phase II Archeological Testing
 - i. A Phase II Survey will be conducted only if the historical research and initial archeological testing indicate the site contains significant historical value and distinct intact physical components related to that period.

COMPENSATION

Description	Fee Type	Fee	Total
Expanded Cultural Resource Investigations	Hourly w/ Max	\$96,855	\$96,855
TOTAL			\$96,855

Fee Types:

- Hourly w/ Max - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the estimated amounts above without your prior authorization.

Expenses:

- The expense amounts will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

IN WITNESS WHEREOF, the parties hereto have executed this **AMENDMENT** as of the day and year first written above.

CLIENT:
CITY OF Bondurant

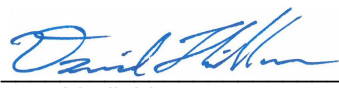
By: _____

Printed Name: _____

Title: _____

Date: _____

S-H:
SHIVE-HATTERY, INC.

By:  _____
David Fliehler
Project Manager



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.h.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution approving the Community Catalyst Building Remediation Grant Program Contract between the Iowa Economic Development Agreement and the City of Bondurant for the upcoming private project at 13 Main Street, SE

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: On March 18, 2024 the Bondurant City Council approved a resolution of endorsement for the City of Bondurant's full application to the Iowa Economic Development Authority's [Community Catalyst Building Remediation Grant Program](#) to be used for remediation and rehabilitation of 13 Main Street SE. This grant program assists communities with the redevelopment/rehabilitation of buildings to stimulate economic growth and reinvestment in the community.

The City will not be the entity incurring the costs related to the proposed rehabilitation work at 13 Main Street SE; rather, upon approval of the attached grant contract with the Iowa Economic Development Authority, the City will next consider entering into a development agreement with the property owners of 13 Main Street SE (Josh and Dawn LaRue) to establish a reimbursement structure so the owners have access to the awarded \$100,000 grant reimbursement funds. The owners are proposing to construct an addition on the front of this structure and will be performing a complete interior remodel of the existing structure constructed in 1870 so two businesses can be housed at this location. The proposed rehabilitation work will transform this now-vacant, former 1st floor non-conforming residential use along Main Street SE into an active storefront. The property owners will own and operate two businesses within the structure, BonduBikes and Crafted Connections. BonduBikes provides electric bike rental, sales, and service to customers. Crafted Connections will host a commercial kitchen providing handmade chocolates, picnic basket-inspired food, and high-end crated cocktails.

The property owners are actively working on their site plan application along with their Targeted Business and Industry Program Application where it is anticipated City Council will consider these items at a later date.

FUNDING SOURCE: Grant

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-172
2. Bondurant Contract

CITY OF BONDURANT
RESOLUTION NO. 240805-172

RESOLUTION APPROVING THE GRANT CONTRACT BETWEEN THE IOWA
ECONOMIC DEVELOPMENT AUTHORITY AND THE CITY OF BONDURANT FOR
GRANT FUNDING ASSOCIATED WITH THE COMMUNITY CATALYST BUILDING
REMEDATION GRANT FOR 13 MAIN STREET SE

WHEREAS in March 2024 the Bondurant City Council approved a resolution of endorsement for the City of Bondurant's grant application request to the Iowa Economic Development Authority's Community Catalyst Building Remediation Grant Program in the amount of \$100,000 for funding to assist with the rehabilitation of the structure at 13 Main Street SE; AND

WHEREAS the City of Bondurant was notified its grant application was awarded; AND

WHEREAS the Iowa Economic Development Authority requires that the grant applicant under this program be a city and not the private property owner; AND

WHEREAS after this grant contract is signed by both parties, the City will next coordinate with the property owners of 13 Main Street SE to create a development agreement between the property owners and the City of Bondurant which addresses the City's reimbursement of these grant funds to the property owner, as is required per the attached grant contract; AND

WHEREAS the attached grant contract must be signed and returned to the Iowa Economic Development Authority.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Community Catalyst Building Remediation Grant Contract for the proposed property owner rehabilitation work at 13 Main Street SE is hereby approved, authorizing the Mayor to sign the contract.

Passed this 5th day of August 2024,

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				

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA DOWNTOWN RESOURCE CENTER
COMMUNITY CATALYST & REMEDIATION GRANT PROGRAM**

GRANTEE: City of Bondurant
AGREEMENT NUMBER: 24-CTBF-03
DATE OF AWARD LETTER: July 16, 2024
PROJECT COMPLETION DATE: July 16, 2026
GRANT AMOUNT: \$100,000

THIS Community Catalyst Building Remediation Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and the City of Bondurant, 200 2nd Street NE, Bondurant, Iowa 50035 ("Grantee") (Collectively "the Parties").

WHEREAS, the Authority established a Community Catalyst Building Remediation Fund pursuant to Iowa Code section 15.231 for the purpose of providing grants to cities for the remediation of underutilized buildings; and

WHEREAS, the Grantee submitted a grant application to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Community Catalyst Building Remediation Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. **COSTS DIRECTLY RELATED.** "Costs Directly Related" means expenditures that are incurred for the acquisition, deconstruction, disposal, redevelopment, or rehabilitation of the community catalyst that is the subject of the Project to the extent that the expenditures are attributable directly to the remediation or redevelopment of the community catalyst. Examples of "Costs Directly Related" and costs that are not directly related are set out at 261 IAC 45.2 Definitions.
2. **GRANTEE.** "Grantee" means the entity described above whose application for a Grant was approved by IEDA.
3. **IOWAGRANTS.GOV.** "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.
4. **PROJECT.** "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in the Agreement Scope of Work attached hereto, in the award letter, and in the application submitted through IowaGrants.gov, including but not limited to, the "Scope of Project and Budget" portion of the application.
5. **PROJECT COMPLETION PERIOD.** "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.
6. **PROJECT MID-POINT.** "Project Mid-Point" means the point at which the Grantee has incurred Costs Directly Related to the Project. The maximum mid-point draw is up to 60% of the Grant Amount.
7. **PRIOR EXPENSES.** No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.
8. **UTILIZATION OF CONSULTANT(S).** The Grantee is responsible for recruiting and selecting consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in the Agreement Scope of Work attached hereto.
9. **TOTAL PAYMENT.** Total payment of state funds under this Agreement shall not exceed \$100,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient State funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.
10. **REPAYMENT OBLIGATION.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph

shall apply to the Grantee as well as any subcontractors.

11. REPORTING REQUIREMENTS. The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. By Project Mid-Point: A report describing work completed, including photographs documenting work that has been completed;

2. Within 60 days after the Project Completion Date: A report documenting completion of the Project, including photographs of the completed Project

12. PAYMENT PROCEDURES. Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. The Grantee shall submit two (2) requests for reimbursement. The first request shall be made at Project Mid-Point up to 60% of the Grant Amount and the final request for reimbursement of the remaining funds shall be made within sixty days after the Project Completion Date. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

13. PUBLICATIONS. The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

14. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) failure to maintain insurance as set out at Paragraph 33 herein or maintaining insurance coverage that is, as determined by the Authority, insufficient; and e) utilizing grant proceeds for purposes not described in IowaGrants.gov - Scope of Project and Budget or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

15. TERMINATION. This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

16. REMEDY UPON TERMINATION. In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

17. NONASSIGNMENT OF AGREEMENT. The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

18. WRITING REQUIRED. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

19. COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE. The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

20. COMPLIANCE WITH STATE OR LOCAL BUILDING CODE.

(a) The Grantee must provide evidence that the Project complies with the state building code, if either of the following applies:

1. The Project is located in a governmental subdivision which has not adopted a local building code, or
2. The Project is located in a governmental subdivision which has adopted a building code, but the building code is not enforced. If the state building code is applicable to the project, bidding for construction shall not be conducted prior to the written approval of final plans by the state building code bureau.

(b) The Grantee must provide evidence that the Project complies with local building codes if the Project is located in a governmental subdivision which has adopted a local building code and the building code is enforced.

21. COMPLIANCE WITH EE0/AA PROVISIONS. The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion,

color, age, sex, sexual orientation, gender identity, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.

22. INDEMNIFICATION AGAINST LOSS OR DAMAGE. The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

23. RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS AND PROJECT. IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials. At IEDA's request, Recipient will assist IEDA in obtaining photos of the project by an approved photographer. If photos are requested, Recipient will coordinate with the approved photographer and provide any necessary access to the project

24. PUBLIC RECORDS: RECORDS RETENTION. All records submitted to or inspected by IEDA regarding this Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

25. SURVIVAL OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

26. GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

27. FINAL AUTHORITY. The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

28. USE OF NAME. The Grantee agrees it will not use IEDA and/or State's name or any of its or their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of IEDA and/or the State, except as otherwise required by this Agreement.

29. COMPLIANCE WITH IOWA CODE CHAPTER 8F. If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

30. LEGISLATIVE CHANGES. The Grantee expressly acknowledges that the Community Catalyst Building Remediation Fund and Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

31. JOINT AND SEVERAL LIABILITY. If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Agreement, and for any default of activities and obligations.

32. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

33. CONFLICT OF INTEREST. The Grantee represents, warrants, and covenants that no relationship exists or will exist during

the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

34. MAINTENANCE OF INSURANCE. The Grantee shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. If the Grantee is not the owner of the Project property, the Grantee shall require the property owner to maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Grantee or owner of the Project property shall pay for and maintain insurance as is customary for similar projects. This insurance shall be in an amount not less than the full insurable value of the Project property. The Grantee or the owner of the Project property shall name the Authority and the Grantee, if the Grantee is not the owner of the Project property, as mortgagees and/or an additional loss payee(s). If the Grantee is not the owner of the Project property, the owner of the Project property shall provide the Grantee with a copy of each and every insurance policy in effect. The Grantee shall maintain a copy of each and every insurance policy in effect and shall provide copies to the Authority upon request.

35. DEVELOPMENT CONTRACT AGREEMENT. Grantee shall provide IEDA with a copy of the Development Agreement between the owner of the Project property and the entity that will deconstruct, redevelop, or rehabilitate the community catalyst that is the subject of the Project. Grantee shall notify IEDA immediately if the Development Agreement is assigned and shall provide IEDA with a copy of the assignment.

36. IMMUNITY FROM LIABILITY. Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's, Project property owners' and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

37. NONAGENCY. The Grantee, the Project property owner(s), its or their employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by virtue of work performed pursuant to this Agreement. Neither the Grantee nor the Project property owner's employees shall be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

38. HEADINGS OR CAPTIONS. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

39. DOCUMENTS INCORPORATED BY REFERENCE. The following are hereby incorporated by reference:

- (a) Agreement Scope of Work and Budget
- (b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (c) Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant Application, as found in IowaGrants.gov.

40. ORDER OF PRIORITY. In the event of a conflict between documents, the following order or priority shall be applied:

- (a) Articles 1-40 of this Grant Agreement.
- (b) Agreement Scope of Work and Budget
- (c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (d) Application, Iowa Downtown Resource Center COMMUNITY CATALYST BUILDING REMEDIATION Grant, as found in IowaGrants.gov.

41. INTEGRATION. This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Bondurant

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY:

Mayor
City of Bondurant
200 2nd Street NE
Bondurant, Iowa 50035

BY:

Deborah Durham, Director
Iowa Economic Development Authority



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.i.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution of endorsement for the City of Bondurant's grant application to the Iowa DNR's Resource Enhancement and Protection (REAP) City Parks & Open Spaces Program for funding to assist with construction costs related to the Grain District Chichaqua Valley Trail (CVT) extension and arboretum trail, including native plantings

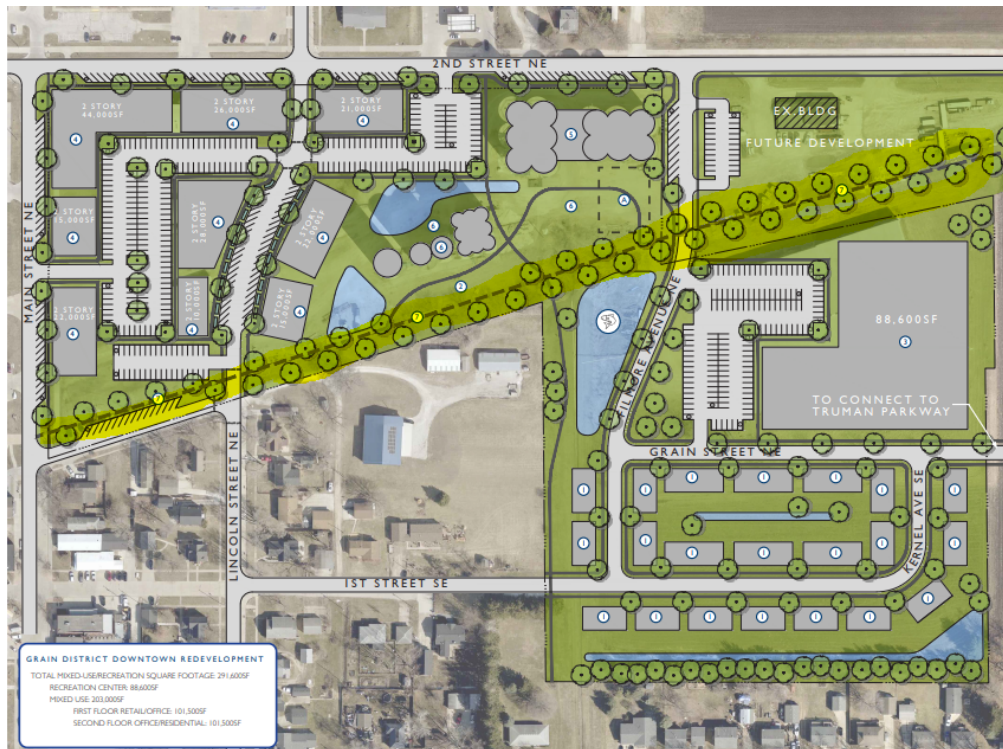
CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Tiffany Luing, Economic Development Coordinator

BRIEF HISTORY & ANALYSIS: The attached resolution endorses the City of Bondurant's application to the Iowa DNR's Resource Enhancement and Protection (REAP) Grant Program for funding to assist with construction of the Chichaqua Valley Trail and its arboretum amenities proposed as part of the Grain District Downtown Redevelopment Plan. REAP applications are due August 15, 2024.

This project enhances the corridor which is a National rails trail. This project specifically preserves the trail corridor and puts the trail back on the rail bed, where it was intended to be.

Area Map



Implementation of this downtown Chichaqua Valley Trail connection is consistent with Policy 17C of the 2022 Building Bondurant Comprehensive Plan, which notes the following: Promote connectivity and mobility between the Landus site and the existing developed downtown.

The City of Bondurant is eligible to request up to \$100,000 under this REAP City Parks & Open Spaces Program.

FUNDING SOURCE: N/A to submit application

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-173

CITY OF BONDURANT
RESOLUTION NO. 240805-173

RESOLUTION OF ENDORSEMENT FOR CITY OF BONDURANT'S GRANT
APPLICATION REQUEST TO THE IOWA DNR'S RESOURCE ENHANCEMENT AND
PROTECTION (REAP) CITY PARKS & OPEN SPACES PROGRAM FOR FUNDING
TO ASSIST WITH CONSTRUCTION COSTS RELATED TO THE GRAIN DISTRICT
CHICHAQUA VALLEY TRAIL (CVT) EXTENSION AND ARBORETUM TRAIL,
INCLUDING NATIVE PLANTINGS

WHEREAS Policy 17C of the 2022 Building Bondurant Comprehensive Plan emphasizes promoting connectivity and mobility between the Landus site and the existing developed downtown; and

WHEREAS the Circulation and Mobility Scheme Concept for Downtown Map included in the 2022 Building Bondurant Comprehensive Plan calls for the extension of the Chichaqua Valley Trail through this portion of the former Landus Cooperative site to enhance connectivity and mobility; and

WHEREAS this corridor is a National rails trail and this project is preserving the trail corridor and putting the trail back on the rail bed, where it was intended to be; and

WHEREAS the City of Bondurant appreciates the opportunity to apply for funds through the Iowa Department of Natural Resources' REAP City Parks & Open Spaces grant program to assist with the construction and implementation of this trail extension and related native plantings.

NOW, THEREFORE, BE IT RESOLVED that the Bondurant City Council endorses the Grain District Chichaqua Valley Trail Extension and Arboretum Trail project.

BE IT FURTHER RESOLVED that the Bondurant City Council authorizes City Staff to submit the City's REAP City Parks & Open Spaces Grant Application Request to the Iowa DNR in the amount of \$100,000.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 5th day of August 2024.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.j.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution approving agreement with Shive-Hattery for the Professional Services Agreement for 2024 Roadway Lighting Improvements in the amount of \$12,700

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: The attached resolution approves an agreement for professional engineering services. This project includes lighting design calculations and preparing a photometric layout for the replacement and installation of overhead roadway lighting along multiple sections of roadway within Bondurant. The city will then be able to use those plans to coordinate with MidAmerican Energy to install the proposed street lighting.

Roadway segments generally include:

- Wolf Creek Subdivision:
 - 1. Wolf Creek Rd to 33rd St. SW, 33rd St. SW, Oak Dr SW, and 34th St SW.
- 2nd Street NW:
 - 1. Between Franklin St SW and Shiloh Rose Pkwy NW
- Grant Street N:
 - 1. Between the north entrance of the High School and NE 86th Avenue

FUNDING SOURCE: Budgeted Engineering Expenses

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-174
2. Shive-Hattery Electric Services Proposal

CITY OF BONDURANT
RESOLUTION NO. XXXXXX-XXX

RESOLUTION APROOVING PROFESSIONAL SERVICES AGREEMENT FOR THE
2024 ROADWAY LIGHTING IMPROVEMENTS PROJECT TO SHIVE-HATTERY IN
THE AMOUNT OF \$12,700.00

WHEREAS on July 26th, 2024, the City of Bondurant received the professional services agreement for the photometric design and layout services agreement for the 2024 Roadway Lighting Improvements Project; AND

WHEREAS the City Council approves the agreement for the engineering and design services agreement for the 2024 Roadway Lighting Improvements Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that professional services agreement for the 2024 Roadway Lighting Improvements Project to Shive-Hattery is hereby approved.

Passed this 5th day of August ,2024,

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				

PROFESSIONAL SERVICES AGREEMENT

ATTN: John Horton
CLIENT: City of Bondurant
200 Second Street NE
PO Box 37
Bondurant, IA 50035

PROJECT: Bondurant – 2024 Roadway Lighting Improvements

PROJECT LOCATION: Bondurant, IA

DATE OF AGREEMENT: July 26, 2024

PROJECT DESCRIPTION

The scope of work includes lighting design calculations and preparing photometric layouts for the replacement and installation of overhead roadway lighting along multiple sections of roadway within the City of Bondurant. The City will use photometric plan layouts to coordinate with Mid-American Energy to install the proposed street lighting.

Roadway segments generally include:

- Wolf Creek Subdivision:
 - Wolf Creek Rd to 33rd St. SW, 33rd St. SW, Oak Dr SW, and 34th St SW.
- 2nd Street NW:
 - Between Franklin St SW and Shiloh Rose Pkwy NW
- Grant Street N:
 - Between the North entrance of the High School and NE 86th Avenue

SCOPE OF SERVICES

We will provide the following services for the project:

Roadway Lighting Photometrics

These services will consist of the following tasks:

1. Photometrics

- a. Perform lighting photometric calculations in accordance with MidAmerican lighting standards to develop the design of new roadway lighting layout for the roadway segments outlined under Project Description.
- b. Develop photometric site plans for each roadway segment including lighting calculation results and proposed lighting layouts.
- c. Calculations will be performed utilizing MidAmerican's standard lighting components. This will determine the specific mounting height and specification of light fixtures utilized for the lighting calculations and determining the proposed layout.
- d. Roadway lighting layout and design will be developed based on recommendations set forth by the IESNA RP-8-18 Practice for Design and Maintenance of Roadway Lighting.



- e. We have included limited scope for coordination of proposed lighting layout with MidAmerican Energy Co.
- f. A utility One-Call ticket will be placed to provide general locations of franchise utility within the area. Field survey of these utilities has not been included within the scope of services. It is assumed a One-Call dig ticket will be placed at the time of installation of the proposed lighting.

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, public utility maps, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. 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.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Photometrics Design and Layout	Fixed Fee	\$12,700	Included	\$12,700
TOTAL		\$12,700	Included	\$12,700

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Estimated amount - The estimated expense amounts above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule (attached) in effect at the time that the expense is incurred. We will not exceed the amounts without your prior authorization. Any City submittal and other regulatory permit fees can be paid for by Shive-Hattery and reimbursed by the Client or paid for directly by the Client.
- Included - For indicted 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.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

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. Design that deviates from MidAmerican standard poles and/or light fixtures.
2. Lighting infrastructure design such as conduit, wiring, wire connections, pole foundations.
3. Improvements beyond roadway segments identified.
4. Lighting construction or demolition documents.
5. Platting/Easement documents or negotiations.
6. Property owner coordination.
7. Topographic or utility survey.
8. Construction survey staking.
9. Site renderings.
10. Construction Observation or Administration services.
11. Erosion Control and SWPPP.
12. As-built surveys or certifications.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery May 2023

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or 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 of the locale of the S-H office address written in this Agreement.

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.

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 – Project Manager
dflihler@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Bondurant

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

REIMBURSABLE EXPENSE FEE SCHEDULE
Effective January 1, 2024 - December 31, 2024

<u>EXPENSE</u>	<u>FEE</u>
<u>TRAVEL</u>	
Mileage- Car/Truck	\$0.67/ Mile
Mileage- Survey Truck	\$0.77/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%
<u>OUTSIDE SERVICES</u>	
Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%
<u>IN-HOUSE SERVICES</u>	
Drawings/Prints/Plots:	
Bond	\$.30 /Sq.Ft.
Mylar	\$.75 /Sq.Ft.
Photogloss	\$.90 /Sq.Ft.
Color Bond	\$.60 /Sq.Ft.
Foam Core Mounting	\$13.00
Color Prints:	
Letter Size	\$1.00
Legal and 11x17	\$2.00



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.k.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution of endorsement for the Polk County Development Grant request with the Mary Bump Foundation as the fiscal agent for funding to assist with implementing the downtown arboretum trail, an extension of the Chichaqua Valley Trail, through the Grain District

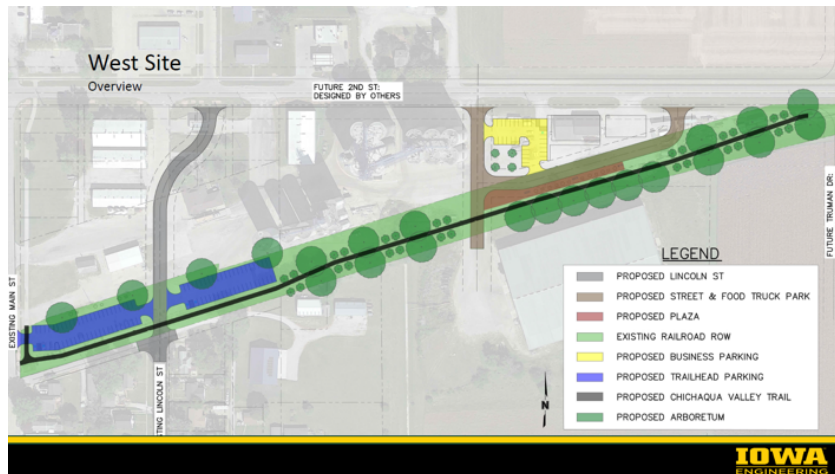
CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Tiffany Luing, Economic Development Coordinator

BRIEF HISTORY & ANALYSIS: The attached resolution endorses Mary Bump Foundation's grant application to the Polk County Development Grant Program for funding to assist with implementing the downtown arboretum trail, an extension of the Chichaqua Valley Trail, through the Grain District. This grant program supports a limited number of large-scale projects within Polk County. Grant applicants must be non-profit organizations; because of this, the City of Bondurant is appreciative of the opportunity to partner with the Mary Bump Foundation to submit this grant application request in the amount of \$100,000.

The resolution also indicates the City will reimburse the Foundation for any audits that may be required of the Foundation due to its willingness to serve as the fiscal agent for the grant.

Below is an overview of the design created by University of Iowa Engineering students for the trail as part of the Iowa Initiative for Sustainable Communities.



FUNDING SOURCE: N/A to endorse an application

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-175

CITY OF BONDURANT
RESOLUTION NO. 240805-175

RESOLUTION OF ENDORSEMENT FOR THE POLK COUNTY DEVELOPMENT
GRANT REQUEST WITH THE MARY BUMP FOUNDATION AS THE FISCAL AGENT
FOR FUNDING TO ASSIST WITH IMPLEMENTING THE DOWNTOWN ARBORETUM
TRAIL, AN EXTENSION OF THE CHICHAQUA VALLEY TRAIL, THROUGH THE
GRAIN DISTRICT

WHEREAS the Grain District Downtown Redevelopment Plan provides guidance on how the Grain District can be developed as a cohesive extension of downtown Bondurant; AND

WHEREAS the plan envisions an extension of the Chichaqua Valley Trail through the Grain District; AND

WHEREAS the plan proposes creative placemaking efforts to be installed along the proposed Chichaqua Valley Trail extension;

AND WHEREAS, the Building Bondurant Comprehensive Plan supports implementation of the Grain District Downtown Redevelopment Plan; AND

WHEREAS, the City of Bondurant is appreciative of the opportunity to support the Polk County Development Grant Request, with the Mary Bump Foundation serving as the fiscal agent for the grant application and administration, to assist with constructing this trail connection.

NOW, THEREFORE, BE IT RESOLVED, that the Bondurant City Council supports the Polk County Development Grant Request, with the Mary Bump Foundation as the fiscal agent, for funds to assist with constructing the Chichaqua Valley Trail connection through the Grain District.

BE IT FURTHER RESOLVED that the Bondurant City Council authorizes the Mary Bump Foundation's grant request to the Polk County Development Grant Program in the amount of \$100,000.

BE IT FINALLY RESOLVED that the Bondurant City Council authorizes the payment for any audit services that may be required for the Mary Bump Foundation as a result of serving as the fiscal agent for this grant.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 5th day of August 2024.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.I.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution authorizing the City of Bondurant, Iowa to submit sites to a regional joint application for funding from the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program (CFI) for sites at the Bondurant Recreational Sports Complex (BRSC) parking lot, Civic Campus, and the Grain District to the Des Moines Area Metropolitan Organization (MPO) for inclusion and further approving the application which obligates the City of Bondurant to matching funds of at least 20% for the construction of said project if funding is granted

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Tiffany Luing, Economic Development Coordinator

BRIEF HISTORY & ANALYSIS: The Des Moines Area Metropolitan Planning Organization (MPO) is currently facilitating a metropolitan-wide grant application to the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program (CFI). The attached resolution endorses the City of Bondurant's involvement in this regional grant application, where the City of Bondurant would be seeking grant funds to assist with installing EV charging stations at the following locations in Bondurant: Bondurant Recreational Sports Complex (BRSC), Civic Campus, and the Grain District. If this grant were to be awarded, the City of Bondurant would need to contribute at least 20% of matching funds to support project implementation.

Implementation of these identified EV charging station projects is consistent with Policy 18G of the Building Bondurant Comprehensive Plan, which reads: Continue to encourage the use of green infrastructure on public and private property throughout Bondurant.

FUNDING SOURCE: N/A to submit application/Capital Funds for Project funding supported by LOSST and Bonds/GO & TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-176

CITY OF BONDURANT
RESOLUTION NO. 240805-176

A RESOLUTION AUTHORIZING THE CITY OF BONDURANT, IOWA TO SUBMIT SITES TO A REGIONAL JOINT APPLICATION FOR FUNDING FROM THE FEDERAL HIGHWAY ADMINISTRATION'S CHARGING & FUELING INFRASTRUCTURE DISCRETIONARY GRANT PROGRAM (CFI) FOR SITES AT THE BONDURANT RECREATIONAL SPORTS COMPLEX (BRSC) PARKING LOT, CIVIC CAMPUS, AND THE GRAIN DISTRICT TO THE DES MOINES AREA METROPOLITAN PLANNING ORGANIZATION (MPO) FOR INCLUSION AND FURTHER APPROVING THE APPLICATION WHICH OBLIGATES THE CITY OF BONDURANT TO MATCHING FUNDS OF AT LEAST 20% FOR THE CONSTRUCTION OF SAID PROJECT IF FUNDING IS GRANTED

WHEREAS the City of Bondurant, Iowa is a full member of the Des Moines Area Metropolitan Planning Organization; and

WHEREAS the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program provides funding to local jurisdictions for the construction of eligible projects; and

WHEREAS the Des Moines Area Metropolitan Planning Organization will be submitting a joint regional application to the program based on the cumulation of each interested jurisdiction's proposed sites.

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA THAT:

1. The City Council supports and approves the attached proposed sites for the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program to be added to the regional application funding. The proposed sites are the Bondurant Recreational Sports Complex (BRSC) Parking Lot, Civic Campus, and the Grain District.
2. The City Council hereby commits the City of Bondurant to matching monies as required by the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program funding (at least 20% match).
3. The City of Bondurant hereby commits to the standards and reporting required of this funding program and will work with the Des Moines Area Metropolitan Planning Organization to collect that data.
4. The Mayor and City Clerk are hereby authorized to approve and execute the application on behalf of the City of Bondurant.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 5th day of August 2024.

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, City Clerk, City 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.

By: _____
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. 6.m.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution approving Civic Campus Phase I easements documents for portions of property at 2020 2nd Street, NE

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Phase I of the Civic Campus public improvements project requires the following easement areas be established on private property owned by the Landus Cooperative at [2020 2nd Street NE](#):

- Permanent Sanitary Sewer Easement - containing 1,200 SF
- Permanent Storm Sewer Easement - containing 20,701 SF
- Temporary Construction Easement - containing 81,906 SF

The property owner has signed off on these attached easement documents. The attached resolution approves these easements from the City's perspective. Following approval of the attached resolution, the City will have these easements recorded. The cost of the easements is a total of \$30 for the three easements, as there is benefit to the property for the access to the utilities being placed there.

The original design had easements planned for the opposite side of the street. Due to the redesign of the project, the City was able to save \$86,655.

FUNDING SOURCE: Bond/TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-177
2. 42892 E-02-P1 Farmers Elevator Easement
3. 42892 E-02-P2 Farmers Elevator Easement
4. 42892 E-02-T1 Farmers Elevator Easement

CITY OF BONDURANT
RESOLUTION NO. 240805-177

RESOLUTION APPROVING CIVIC CAMPUS PHASE I EASEMENT DOCUMENTS
FOR PORTIONS OF PROPERTY AT 2020 2nd STREET NE

WHEREAS the Building Bondurant Comprehensive Plan included the following Policy: Follow and Implement the recommendations outlined in the Civic Campus Master Plan to help support City Departments in maintaining an efficient infrastructure system; AND

WHEREAS the City of Bondurant is in the process of the design and construction of certain public improvements associated with Phase I of implementing the Civic Campus Master Plan so that proper access and service is available to the first building to be constructed in the Civic Campus, which will be the Bondurant Emergency Services Facility; AND

WHEREAS a perpetual sanitary sewer easement, a perpetual sanitary sewer easement, and a temporary construction easement on 2020 2nd Street NE are all necessary to complete this project; AND

WHEREAS the City has secured signed easements from the property owners of 2020 2nd Street NE; AND

WHEREAS, the cost for the easements is \$30.00 to be paid to Landus.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the easements are approved.

Passed this 5th day of August 5th, 2024,

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				

PERPETUAL SANITARY SEWER EASEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Veenstra & Kimm, Inc.

William J. Weber

3000 Westown Parkway

West Des Moines, Iowa 50266

(515) 225-8000

Return Document To: (name and complete address)

City of Bondurant, Iowa

Attn: Marketa Oliver, City Administrator

200 2nd Street NE

P.O. Box 37

Bondurant, Iowa 50035

Grantor: Farmers Elevator Co

Grantee: City of Bondurant, Iowa

PERPETUAL SANITARY SEWER EASEMENT

KNOW ALL BY THESE PRESENT:

That we, the undersigned, Farmers Elevator Co, (hereinafter referred to as "Grantor(s)"), in consideration of \$ 10 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:

Perpetual Sanitary Sewer Easement (see attached Exhibit 02-P1)

THE NORTH 15.00 FEET OF THE SOUTH 60.00 FEET OF THE EAST 80.00 FEET OF PARCEL 'H' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 13080, PAGE 445 IN THE POLK COUNTY RECORDER'S OFFICE, IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND CONTAINING 1,200 SQUARE FEET (0.03 ACRES).

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:

as reflected in the Plans for Civic Campus Improvements Project Bondurant, Iowa
on file in the office of the Public Works Director

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, repair, 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.

Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. The City shall be solely responsible for maintenance of the Easement Area during the construction, and subsequent maintenance, repair, and replacement, of the improvements herein contemplated.

The 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.

42892
7/10/2024

2

It is further agreed that no permanent improvement shall be built or placed upon the above described easement, and that if such improvements are built 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.

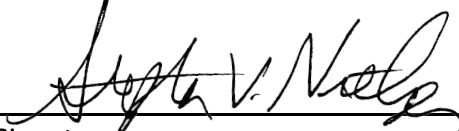
That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever 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 acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 30 day of July, 2024.

FARMERS ELEVATOR CO


Signature

Stephen V. Nielsen

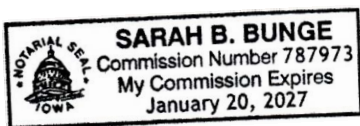
Printed Name

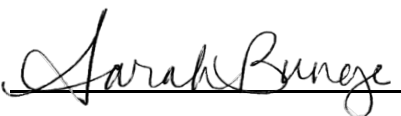
Title, EVP & General Counsel

Acknowledgment

STATE OF Iowa)
) ss.
COUNTY OF Polk)

On the 30 day of July, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Stephen V. Nielsen, to me known, who, being by me duly sworn, did say that they are the EVP & General Counsel of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Stephen V. Nielsen acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



, Notary Public

DRAWN TJP CHECKED MDL APPROVED MDL DATE 05-22-2024

PROPERTY OWNER:
FARMERS ELEVATOR CO
PO BOX 35
FARNHAMVILLE, IA 50538

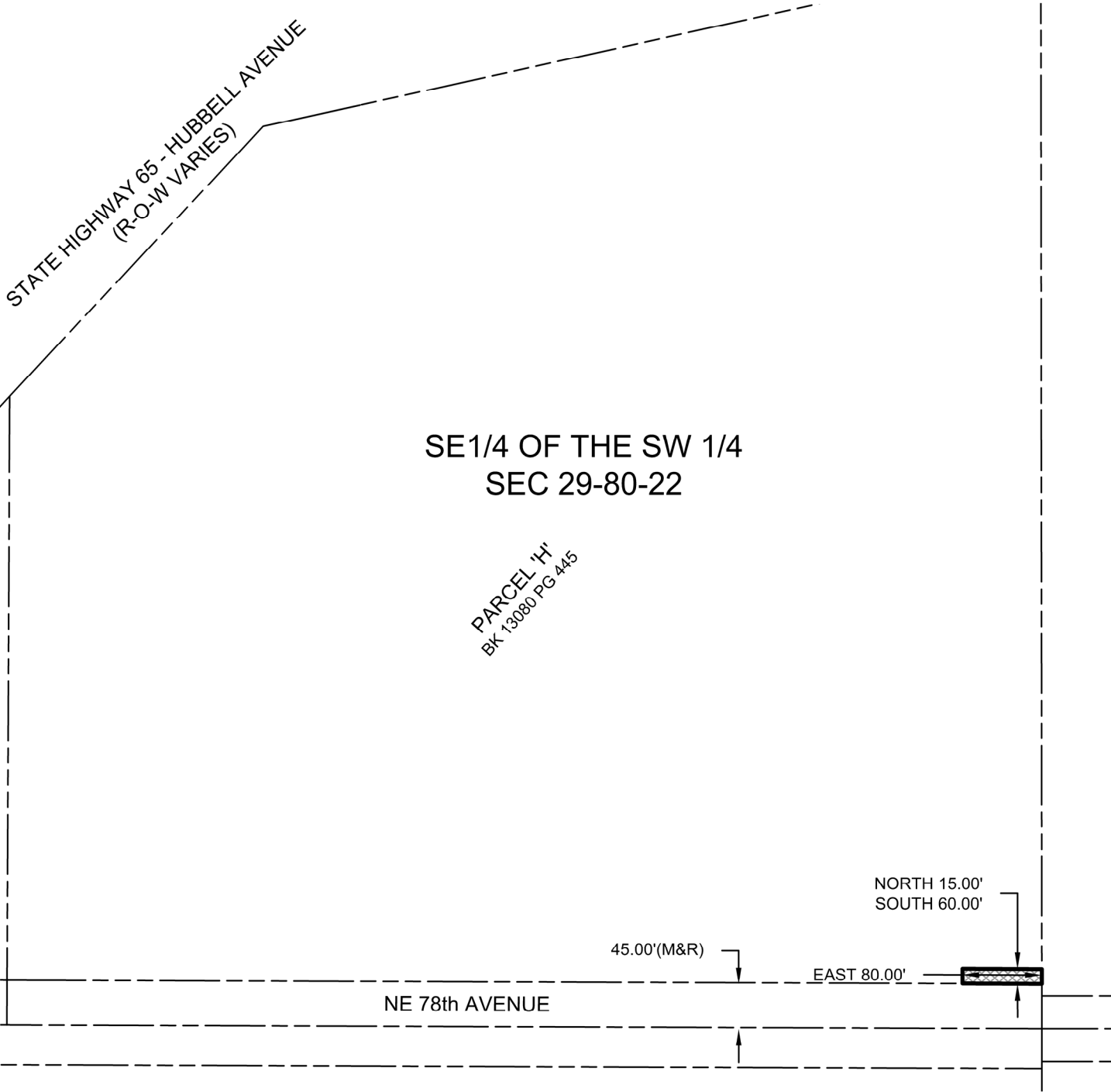
EASEMENT EXHIBIT

FOR SANITARY SEWER BEING CONVEYED TO
THE CITY OF BONDURANT, IOWA

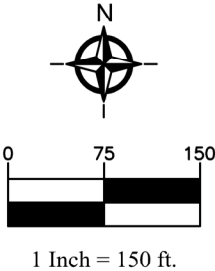
PARCEL NO.:
8022.29.300.011

PHYSICAL ADDRESS:
NA

LEGAL DESCRIPTION:
THE NORTH 15.00 FEET OF THE SOUTH 60.00 FEET OF THE EAST 80.00 FEET OF PARCEL 'H' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 13080, PAGE 445 IN THE POLK COUNTY RECORDER'S OFFICE, IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND CONTAINING 1,200 SQUARE FEET (0.03 ACRES).



LEGEND	
▲	FOUND SECTION CORNER MONUMENT
●	FOUND PROPERTY MONUMENT
(M)	MEASURED BEARING OR DIMENSION
(R)	RECORDED BEARING OR DIMENSION
(D)	DEEDED BEARING OR DIMENSION
---	SECTION LINE
----	PROPERTY LINE
	PERPETUAL EASEMENT AREA 1,200 SQ.FT. (0.03 ACRES)



CIVIC CAMPUS IMPROVEMENTS PROJECT



**VEENSTRA
& KIMM INC.**

3000 WESTOWN PKWY - WEST DES MOINES, IA 50265 - (515) 225-8000

P:\42892\42892-SURVEY\PLATS\42892 EAS-02 P1.dwg 7/11/2024 8:30 AM

PERPETUAL STORM SEWER EASEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Veenstra & Kimm, Inc.

William J. Weber

3000 Westown Parkway

West Des Moines, Iowa 50266

(515) 225-8000

Return Document To: (name and complete address)

City of Bondurant, Iowa

Attn: Marketa Oliver, City Administrator

200 2nd Street NE

P.O. Box 37

Bondurant, Iowa 50035

Grantor: Farmers Elevator Co

Grantee: City of Bondurant, Iowa

PERPETUAL STORM SEWER EASEMENT

KNOW ALL BY THESE PRESENT:

That we, the undersigned, Farmers Elevator Co, (hereinafter referred to as "Grantor(s)"), in consideration of \$ 10 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:

Perpetual Storm Sewer Easement (see attached Exhibit 02-P2)

THE EAST 20.00 FEET OF PARCEL 'H' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 13080, PAGE 445 IN THE POLK COUNTY RECORDER'S OFFICE, IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; EXCEPT THE SOUTH 45.00 FEET AND CONTAINING 20,701 SQUARE FEET (0.48 ACRES).

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:

as reflected in the Plans for Civic Campus Improvements Project Bondurant, Iowa
on file in the office of the Public Works Director

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, repair, 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.

Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. The City shall be solely responsible for maintenance of the Easement Area during the construction, and subsequent maintenance, repair, and replacement, of the improvements herein contemplated.

The 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.

42892
7/10/2024

2

It is further agreed that no permanent improvement shall be built or placed upon the above described easement, and that if such improvements are built 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 the said grantee, and successors in interest, that said grantors hold said real estate by title and fee 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.

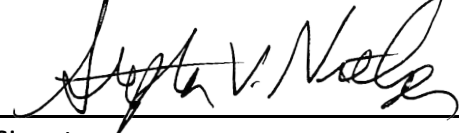
It is hereby agreed that the grantors shall be allowed to connect to the storm sewer and release detained storm sewer flows.

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 acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 30 day of July, 2024.

FARMERS ELEVATOR CO


Signature

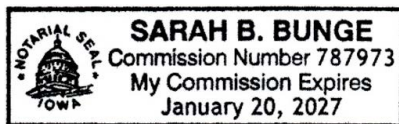
Stephen V. Nielsen
Printed Name

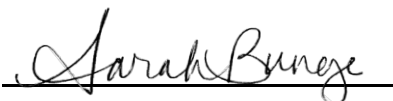
Title, EVP & General Counsel

Acknowledgment

STATE OF Iowa)
) ss.
COUNTY OF Polk)

On the 30 day of July, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Stephen V. Nielsen, to me known, who, being by me duly sworn, did say that they are the EVP & General Counsel, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Stephen V. Nielsen acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



, Notary Public

DRAWN TJP CHECKED MDL APPROVED MDL DATE 05-22-2024

PROPERTY OWNER:
FARMERS ELEVATOR CO
PO BOX 35
FARNHAMVILLE, IA 50538

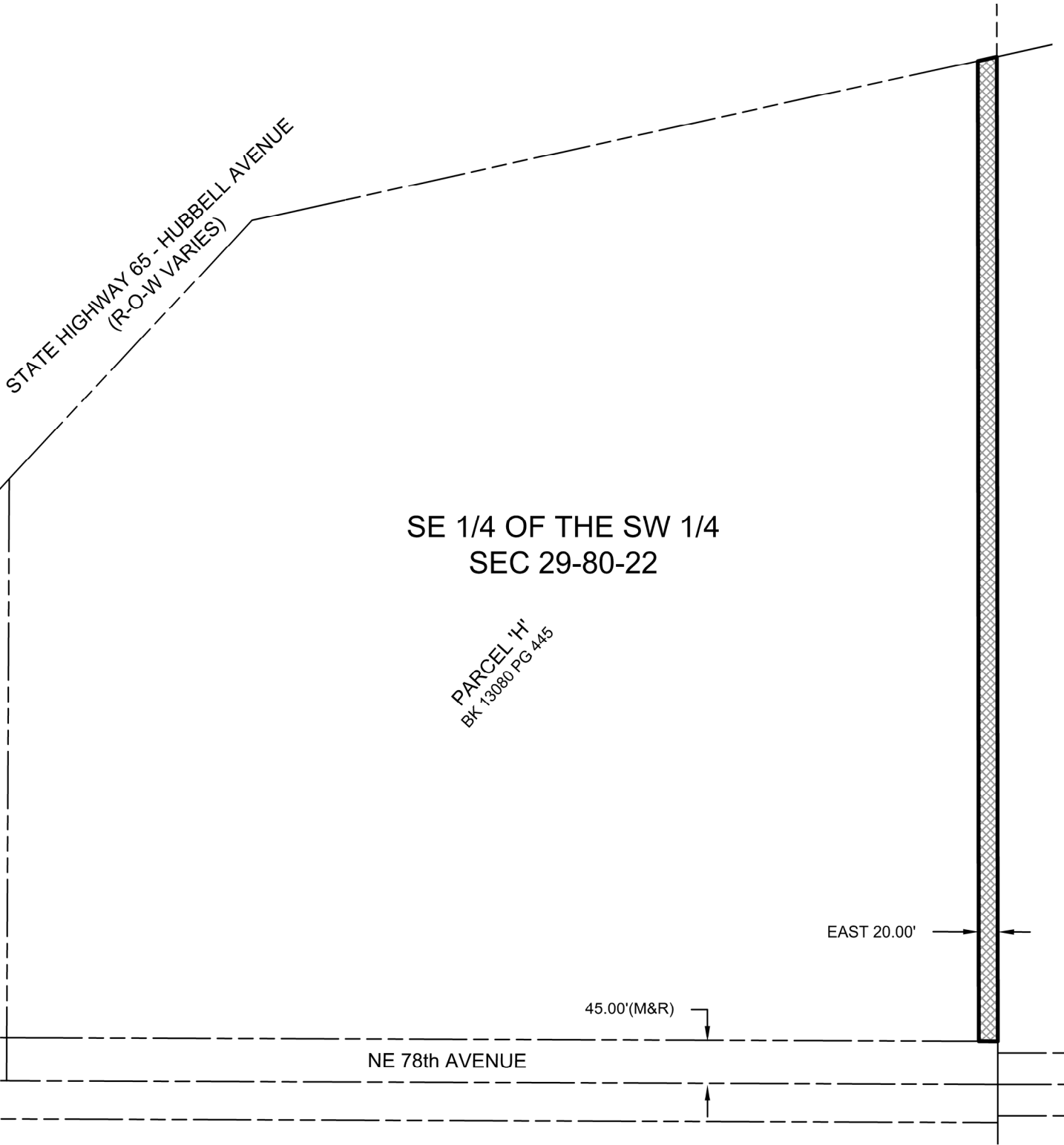
EASEMENT EXHIBIT

FOR STORM SEWER BEING CONVEYED TO
THE CITY OF BONDURANT, IOWA

PARCEL NO.:
8022.29.300.011

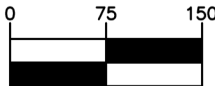
PHYSICAL ADDRESS:
NA

LEGAL DESCRIPTION:
THE EAST 20.00 FEET OF PARCEL 'H' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 13080, PAGE 445 IN THE POLK COUNTY RECORDER'S OFFICE, IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; EXCEPT THE SOUTH 45.00 FEET AND CONTAINING 20,701 SQUARE FEET (0.48 ACRES).



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- (D) DEEDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- PERPETUAL EASEMENT AREA
20,701 SQ.FT. (0.48 ACRES)



1 Inch = 150 ft.

CIVIC CAMPUS IMPROVEMENTS PROJECT



**VEENSTRA
& KIMM INC.**
3000 WESTOWN PKWY - WEST DES MOINES, IA 50265 - (515) 225-8000

EXHIBIT **02-P2** SHEET 1 OF 1

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TEMPORARY CONSTRUCTION EASEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Veenstra & Kimm, Inc.

William J. Weber

3000 Westown Parkway

West Des Moines, Iowa 50266

(515) 225-8000

Return Document To: (name and complete address)

City of Bondurant, Iowa

Attn: Marketa Oliver, City Administrator

200 2nd Street NE

P.O. Box 37

Bondurant, Iowa 50035

Grantor: Farmers Elevator Co

Grantee: City of Bondurant, Iowa

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL BY THESE PRESENT:

That we, the undersigned, Farmers Elevator Co, (hereinafter referred to as "Grantor(s)"), in consideration of \$ 10 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:

Temporary Easement (see attached Exhibit 02-T1)

THE WEST 80.00 FEET OF THE EAST 100.00 FEET OF PARCEL 'H' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 13080, PAGE 445 IN THE POLK COUNTY RECORDER'S OFFICE, IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; EXCEPT THE SOUTH 45.00 FEET AND CONTAINING 81,906 SQUARE FEET (1.88 ACRES).

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:

as reflected in the Plans for Civic Campus Improvements Project Bondurant, Iowa
on file in the office of the Public Works Director

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, repair, 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.

Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. The City shall be solely responsible for maintenance of the Easement Area during the construction, and subsequent maintenance, repair, and replacement, of the improvements herein contemplated.

The temporary construction easement shall be for a period of 24 months from the date of construction at which time the temporary construction easement will cease and terminate.

The 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.

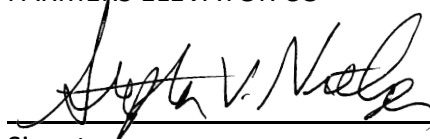
That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever 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 acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Signed this 30 day of July, 2024.

FARMERS ELEVATOR CO


Signature

Stephen V. Nielsen

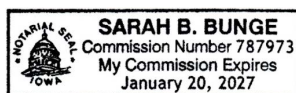
Printed Name

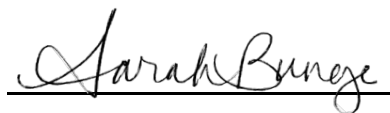
Title, EVP & General Counsel

Acknowledgment

STATE OF Iowa)
) ss.
COUNTY OF Polk)

On the 30 day of July, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Stephen V. Nielsen, to me known, who, being by me duly sworn, did say that they are the EVP & General Counsel, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Stephen V. Nielsen acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



, Notary Public

42892
7/10/2024

DRAWN TJP CHECKED MDL APPROVED MDL DATE 05-22-2024

PROPERTY OWNER:
FARMERS ELEVATOR CO
PO BOX 35
FARNHAMVILLE, IA 50538

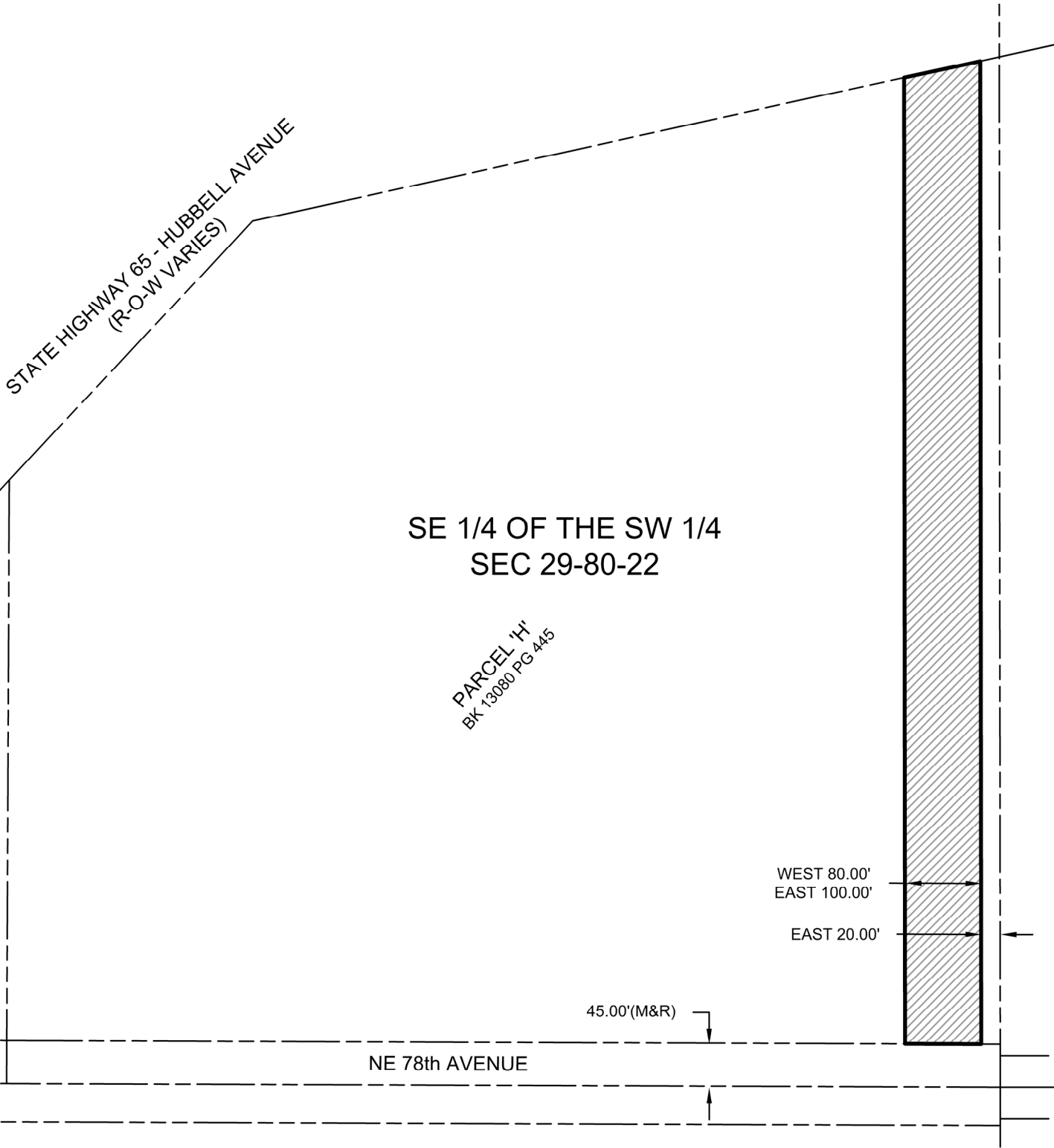
EASEMENT EXHIBIT

FOR TEMPORARY CONSTRUCTION BEING CONVEYED TO
THE CITY OF BONDURANT, IOWA

PARCEL NO.:
8022.29.300.011

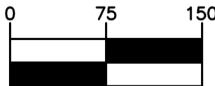
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1 Inch = 150 ft.

CIVIC CAMPUS IMPROVEMENTS PROJECT

VEENSTRA & KIMM INC.
3000 WESTOWN PKWY - WEST DES MOINES, IA 50265 - (515) 225-8000

EXHIBIT **02-T1** SHEET 1 OF 1

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**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.n.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution approving agreement with HR Green for the Professional Services Agreement for 2nd Street, NW Widening Project Improvements in the amount not to exceed fee of \$94,300.00

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: As the Council may recall, you have previously approved a design contract with Veenstra & Kim for the design of 2nd St. NW widening back in November of last year. With the amount of workload V&K has been working on several other critical infrastructure projects within the city, staff worked with V&K and determined it would be best to hand this off to another firm.

With the completion of the Pavement Management Program and adoption, staff felt that HR Green, already having a baseline knowledge of this capital project, would be best suited to complete the design of this roadway. The project scope is outlined below.

The project is described as design and bidding services for the widening of 2nd Street NW from just west of Franklin Street to Landon Dr. NW. This portion of 2nd Street is two-lanes and has a total distance of approximately 1,600 feet. The initial project will widen 2nd Street to three (3) lanes, one (1) in each direction with a two-way left turn lane in the middle, with the ability to expand to a five (5) lane section in the future. The project also includes the addition of a 10-foot-wide trail on the north side of the roadway and a 6-foot wide sidewalk from the SW quadrant of Landon Dr NW and 2nd Street intersection to the trail crossing 2nd Street. A pedestrian signal (anticipated to be a solar Rectangular Rapid Flashing Beacon – RRFB like what is used at other locations along 2nd Street) will be provided at the trail crossing 2nd Street near Fireside Drive NW. Floodplain review, modeling and permitting will also be required due to the filling in of ditches identified as flood zones. The work to be completed by the Consultant under this agreement shall encompass and include detailed work, services, materials, equipment and supplies necessary to perform project management and administration; geotechnical analysis and design; roadway design; traffic staging design; storm sewer design; Floodplain review/permitting; water main design; sidewalk/trail design and bid phase services.

FUNDING SOURCE: Capital Projects/RUT

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-178
2. Bondurant 2nd Street Widening Proposal

CITY OF BONDURANT
RESOLUTION NO. 240805-178

RESOLUTION APROVING PROFESSIONAL SERVICES AGREEMENT FOR THE 2nd STREET NW WIDENING PROJECT FOR THE STRECH OF 2nd STREET NW FROM FRANKLIN STREET TO LANDON DR. NW IN THE AMOUNT OF \$94,300.00

WHEREAS 2nd Street NW is currently a two-lane, rural cross section road in need of widening/urbanization to a three-lane, urban cross section due to current and anticipated future traffic demands in the western area of Bondurant; AND

WHEREAS The draft Streets Master Plan identifies this stretch of 2nd Street NW as potentially seeing 20,000-30,000 vehicles per day through 2050 if development continues to occur as planned for in the Building Bondurant Comprehensive Plan; AND

WHEREAS the attached professional services agreement is for the three-lane, urban design of the 2nd Street NW corridor from Franklin Street NW east over to Landon Drive NW.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the attached professional services agreement with HR Green for the 2nd Street NW Street widening project is hereby approved as presented.

Passed this 5th day of August 2024,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				



PROFESSIONAL SERVICES AGREEMENT

For

**2nd Street Widening
City of Bondurant, IA**

John Horton, Public Works Director
City of Bondurant
200 2nd Street NE, Box 37
Bondurant, Iowa 50035

Brandon Mickelson, P.E.
HR Green, Inc.
8710 Earhart Lane SW
Cedar Rapids, IA 52404
HR Green Project Number 2403363

July 31, 2024

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1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS



THIS **AGREEMENT** is between the CITY OF BONDURANT, IOWA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding – See Scope of Services Attachment A

1.2 Design Criteria/Assumptions – See Scope of Services Attachment A

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

See Attachment A

3.0 Deliverables and Schedules Included in this Agreement

See Attachment A

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

See Attachment A

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

See Attachment A

6.0 Client Responsibilities

See Attachment A



7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$94,300.00.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY 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 at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the

submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors,

employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, 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.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Brandon L. Mickelson, P.E.

Approved by:

Printed/Typed Name:

TIMOTHY W. CUTSFORTH

Title: GROUP LEADER

Date:

7/31/24

CITY OF BONDURANT, IOWA

Accepted by:

Printed/Typed Name:

Title:

Date:

ATTACHMENT A SCOPE OF SERVICES

The project is described as design and bidding services for the widening of 2nd Street NW from just west of Franklin Street to just east of Fireside Drive NW. This portion of 2nd Street is two-lanes and has a total distance of approximately 1,600 feet. The initial project will widen 2nd Street to three (3) lanes, one (1) in each direction with a two way left turn lane in the middle with the ability to expand to a five (5) lane section in the future. The project also includes the addition of a 10 foot wide trail on the north side of the roadway and a 6 foot wide sidewalk from the SW quadrant of Landon Dr NW and 2nd Street intersection to the trail crossing 2nd Street. A pedestrian signal (anticipated to be a solar Rectangular Rapid Flashing Beacon – RRFB similar to what is used at other locations along 2nd Street) will be provided at the trail crossing 2nd Street near Fireside Drive NW. Floodplain review, modeling and permitting will also be required due to the filling in of ditches identified as flood zones. The work to be completed by the Consultant under this agreement shall encompass and include detail work, services, materials, equipment and supplies necessary to perform project management and administration; geotechnical analysis and design; roadway design; traffic staging design; storm sewer design; Floodplain review/permitting; water main design; sidewalk/trail design and bid phase services. It is assumed this project will be funded with local funds.

The specific services to be provided are described in the following pages.

I. BACKGROUND

The Consultant Team will provide the following services:

HR Green, Inc. (Consultant)

- Project Management and Administration
- Project Design
- Plan Preparation
- Permitting Applications
- Bid Phase Services

Terracon Consultants, Inc. (Terracon)

- Soil Borings
- Geotechnical Analysis and Design

Design Criteria/Assumptions:

- Iowa SUDAS design standards and specifications and Bondurant's supplemental design requirements will be used for this project.

Construction phase services not included. Construction administration and observation services including pre-construction meeting are assumed to be provided via amendment.

II. DETAILED WORK TASKS

Task A – Project Management and Administration

The work tasks to be performed under Project Management and Administration shall consist of the following:

A.1 Project Management

The project manager for the Consultant will be responsible for general coordination with the Client regarding project activities, meetings, invoicing, and deliverables. This task includes interoffice administration and coordination of the project including periodic interoffice meetings, which will be attended by the project manager and task managers, as well as general day-to-day administrative tasks.

- Prepare meeting minutes and action items.
- Track progress; monitor and maintain monthly project schedules.
- Distribution of plans and coordination of responses.
- Notifications as needed.
- Billing - monthly status reports / billing should include earned value calculations showing percent spent, percent completed, and scheduled percent completed.

A.2 Development of Project Instructions, Schedule, and Detailed Work Plan

Prepare written instructions for project staff. Provide background, names of contacts, communications procedures, responsibilities, schedule and budget information, and other important elements for the project. Establish a graphic project schedule indicating critical dates, milestones, and deliverables. Prepare a detailed work plan with specific staff assignments, by task, corresponding to the schedule.

A.3 Coordination with Project Stakeholders

Maintain communications with the City of Bondurant staff. Meet with the Stakeholders to review progress, discuss specific elements of the project, promote communication between the various entities, and expedite the project development process. Prepare minutes of meetings and prepare action items and keep documentation of other communications.

- Two (2) design meetings with the Client's staff are anticipated in this scope of services. It is assumed two (2) staff members of the Consultant will participate in the meetings. The following Design Meetings are included:
 - Preliminary Design (60%)
 - Final Design – Check Plan (90%)
- Attendance at two (2) City Council meetings is anticipated in this scope of services. It is assumed one (1) staff member of the Consultant will participate in the meetings. The following City Council meetings are included:
 - Public Hearing and Approval of Final Plans for Letting
 - Construction Contract Award
- Other meetings are described under the specific work tasks.

A.4 Sub-Consultant Management

Coordinate with the project Sub-Consultants. Activities include preparing a subcontract, monitoring work tasks, coordination invoicing, maintaining communications, and sharing project information.

A.5 Quality Control Plan

Establish review and checking procedures for the project deliverables. Designate responsibility for implementation of the plan.

A.6 Utility Coordination

The Consultant will coordinate with private utilities for known relocations for the project. Consultant will identify known conflicts and provide information to utilities to have the utilities provide a relocation plan and schedule.

Task B – Public Involvement

B.1 Public Information Meeting

The Consultant will conduct one (1) information meeting with the affected property owners to inform them of the project. The meeting will include a brief presentation and a question and answer period. Consultant will develop the text for the notice and review with the City. City will mail the notices for the informational meeting and provide the location to hold the meeting. Consultant will prepare the presentation and conduct the meeting.

Task C – Topographic Survey, Base Mapping and Geotechnical Analysis and Design

C.1 Topographic Survey and Base Mapping

The Topographic Survey and Base Mapping for the project has been provided to the Consultant for a majority of the project limits. Additional topographic survey and basemapping will be required for additional sidewalk being added to the project from Landon Dr NW and roadway taper on west end of the project. V&K is coordinating that with the City outside of this contract. This task item is for incorporation of the additional survey with the existing survey.

C.2 Geotechnical Analysis and Design

The Geotechnical Analysis and Design will be completed by Terracon.. Services will include:

- **Geotechnical Engineering Report** – As part of the report, the Sub-Consultant will include three (3) boring logs with field and laboratory data, site location and exploration map, and foundation/earthwork recommendations for the roadway section.

Task D – Preliminary Design – 60% Plan Preparation

The Consultant will perform preliminary design services including the preparation of preliminary design plans. Plan preparation shall conform to SUDAS procedures. Preliminary plans will be submitted to the Client, and include:

D.1 Title Sheet (A sheet)

The title sheet will include the following: Index of Sheets, Mileage Summary, Legend, Location Map, Project Number, Letting Date and Design Designation.

D.2 Typical Sections and Details (B sheets)

Typical sections for each roadway segment and other various details as needed.

D.3 Estimate of Quantities (C Sheets)

Determine bid items to be included in the project, along with their appropriate tabulations.

D.4 Plan & Profiles (D Sheets)

Plan and profiles for proposed roadway improvements. Includes base mapping, proposed roadway alignments, proposed drainage structures, existing right-of-way/easements, drive entrances, side road intersections, intersecting angles and station equation between mainline and side road reference line will also be shown, if necessary.

D.5 Site Grading and SWPPP (F sheets)

Development of grading and erosion control plans. Includes determining the location, type, and amount of erosion control required during construction and development of a stormwater pollution prevention plan. Plans will include areas of disturbed acreage for stabilization/crop seeding quantities that will later be added to plan quantities.

D.6 Reference Ties & Benchmarks (G Sheets)

Plan showing reference ties (including control points) and benchmarks used to develop the project design and to be preserved throughout construction of the project.

D.7 Right-of-Way and Easements (H Sheets)

This task consists of the development of right-of-way and easement plan sheets. The preliminary right of-way needs for the roadway including permanent and temporary easements for construction purposes. Right of-way features such as existing and proposed right of-way, access rights, property ownerships and parcel information shall be plotted on the right of-way plans.

D.8 Staging and Traffic Control (J sheets)

Develop a preliminary traffic control and detour plan to indicate how traffic will be maintained during construction. The plan will include provisions for night-time roadway construction. The traffic control devices, procedures, and layouts shall be as per the current Manual on Uniform Traffic Control Devices (MUTCD).

D.9 Pavement Markings & Traffic Signing (K sheets)

Develop pavement marking and traffic signing plans for a three-lane cross section with a two-way left turn lane. The layouts shall be as per the Manual on Uniform Traffic Control Devices (MUTCD).

D.10 Geometric Staking and Jointing (L sheets)

Develop geometric staking and jointing plans for the layout of the intersections along the length of the project.

D.11 Storm Design (M sheets)

This task will develop stormwater management improvements. The design criteria will be based on SUDAS and the Iowa Stormwater Management Manual.

Associated tasks include:

- Develop hydrologic and hydraulic calculations to size storm sewer
- Design pavement drainage networks including intakes, manholes, and storm sewer pipes.
- Evaluate offsite runoff. Once the impacts have been quantified, alternatives will be developed to accommodate this runoff in the proposed improvements.

D.12 Water Main Design (MWM sheets)

This task consists of design and drafting of preliminary plan and profile drawings for water main. This task will consist of the design and detailing for the construction of a water main extension from SE quadrant of the intersection of 2nd Street and Franklin St SW to the NE quadrant with a hydrant blowoff.

D.13 Sidewalk Plans and ADA Compliance Plans (S sheets)

Per ADA requirements, develop preliminary curb ramp plans for street intersections. The sidewalk compliance calculations may not be fully presented as part of the preliminary design.

D.14 Detailed Cross Sections (W sheets)

Develop detailed cross sections to illustrate typical conditions, drainage designs, and non-typical conditions as needed for guidance during design, review, and quantity estimating purposes.

D.15 Floodplain Review, Modeling and Permitting

Prepare a hydraulic model of the creek and the proposed road improvements. The model will extend 1000 feet upstream and downstream from the existing culvert. Prepare a report summarizing the hydraulic model input data and the model results. Prepare a Floodplain Development Permit Application to IDNR and a USACE Section 404 Permit Application. Respond to one round of review comments from IDNR and USACE.

Assumptions:

- Stream survey will be provided by others as a Civil3D file (.dwg) with a surface and contours already created.
- A LOMR from FEMA will not be required.
- No work is proposed in the stream bed 9including no placement of rip-rap in the stream bed).
- The USACE permit will issue a Nationwide Permit for the proposed improvements and will not require a wetland delineation.

D.16 Preliminary Opinion of Probable Cost

Prepare a preliminary Opinion of Probable Construction Cost. Preliminary construction cost opinions shall be based on preliminary estimated quantities for major construction items. Detailed quantity takeoffs will not be developed for the preliminary construction cost opinion. Other construction items such as signing, traffic control, mobilization, etc. will be estimated based on historical percentages of total construction costs. Construction cost opinions will be submitted with the Preliminary Plans.

D.17 Quality Check

Involve ongoing quality control input from the Client and the Consultant's senior technical staff throughout the development of preliminary plans and documents. The Consultant is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the preliminary plan set. The Consultant's senior staff will also review the preliminary engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

D.18 Field Exam

Consists of the preparation of materials for a field exam, participation in the field exam and reviewing results of the field exam with the Client. For budget purposes, it is assumed that two (2) staff members of the Consultant will attend the Field Exam.

Task E - Final Design – Check and Final Plan Preparation

Following the completion of preliminary design and plan preparation the Consultant shall subsequently proceed with final design, contract drawings, special provisions, and opinion of costs for the proposed improvements. Final documents will be of sufficient detail to allow for construction with oversight and include:

E.1 Title Sheet (A sheet)

This item consists of finalizing the title sheet. The title sheet will include the following: Index of Sheets, Mileage Summary, Legend, Location Map, Project Number, Letting Date and Design Designation.

E.2 Typical Sections and Details (B sheets)

This item consists of final design and drafting of typical cross sections and typical details to be utilized for the improvements.

E.3 Estimate of Quantities (C Sheets)

This item consists of final bid items to be included in the Project as well as final quantity tabulations and the development of the general notes and estimate reference information. This item also includes the final tabulation of various elements to be provided on the Project.

E.4 Plan & Profiles (D Sheets)

This item consists of the final design and drafting of roadway plan sheets, including the detailed information required for plan approvals, and construction of the proposed improvements.

E.5 Site Grading and SWPPP (F sheets)

This item consists of the final design of the grading and erosion control plans required for plan approvals and construction of the proposed improvements.

E.6 Reference Ties & Benchmarks (G Sheets)

This item consists of final design and drafting of the reference ties and benchmarks.

E.7 Right-of-Way and Easements (H Sheets)

This item consists of final design and drafting of the right of way and easements existing and proposed.

E.8 Staging and Traffic Control (J sheets)

This item consists of final design and drafting of the construction staging and traffic control plans.

E.9 Pavement Markings & Traffic Signing (K sheets)

This item consists of final design and drafting of the pavement markings and traffic signing plans.

E.10 Geometric Staking and Jointing (L sheets)

This item consists of final design and drafting of the geometric staking and jointing plans.

E.11 Storm Design (M sheets)

This item consists of final design and drafting of the storm sewer plans.

E.12 Water Main Design (MWM sheets)

This item consists of final design and drafting of the water main plans.

E.13 Sidewalk Plans and ADA Compliance Plans (S sheets)

This item consists of final design and drafting of the sidewalk plans.

E.14 Detailed Cross Sections (W sheets)

This item consists of final design and drafting of the cross sections.

E.15 Preliminary Opinion of Probable Cost

Prepare a Final Opinion of Probable Construction Cost. The Opinion of Probable Construction Cost is intended for the use of the Client in Financing the Project. The cost opinion will be submitted with the Final Plans.

E.16 Quality Check

Involve ongoing quality control input from the Client and the Consultant's senior technical staff throughout the development of final plans and documents. The Consultant is responsible for making specific recommendations and ensuring that critical issues are discussed and resolved prior to submittal of the final plan set. The Consultant's senior staff will also review the final engineering plan set for technical accuracy, as well as for general constructability and conformance with the project design criteria.

E.17 Field Exam

Consists of the preparation of materials for a field exam, participation in the field exam and reviewing results of the field exam with the Client. For budget purposes, it is assumed that two (2) staff members of the Consultant will attend the Field Exam.

E.18 Permits

The Consultant will participate in consultations with authorities having jurisdiction to approve the design of the Project and assist in preparation of required permits. It is anticipated that the following will be applied for:

- Iowa DNR – Water Supply Construction Permit
- Iowa DNR – NPDES Permit
- Iowa DNR Floodplain Development Permit and USACE Section 404 Permit

Any fees for construction permits, licenses or other costs associated with permits and approvals shall be the responsibility of the Client. The Consultant shall provide technical criteria, written descriptions, and design data for the Client's use in filing applications for permits. The Consultant shall prepare the permit applications.

Task F – Bid Phase Services

The work tasks to be performed under Bid Phase Services shall consist of the following:

F.1 Plan Clarification and Addenda

Answer questions from contractors prior to letting and issue addenda as appropriate to interpret, clarify or expand the bidding documents.

F.2 Bid Tabs, and Award Recommendation

The Consultant will verify the accuracy of the bid tabulations provided by the Client, advise the Client on the responsiveness of the bidders and assist the Client in making the award of contract.

III. PROJECT SCHEDULE

After given the Notice to Proceed (NTP), the Consultant shall complete the following phases of the Project in accordance with the schedule shown:

Preliminary Design – Preliminary Plans to Client	Eight (8) weeks from NTP
Client Review Period	Ten (10) weeks from NTP
Final Design – Check Plans to Client	Sixteen (16) weeks from NTP
Client Review Period	Eighteen (18) weeks from NTP
Final Design – Final Plans to Client	Twenty-two (22) weeks from NTP
Bid Phase Services	Thirty-two (32) weeks from NTP

The schedule assumes timely review of submittals by the Client.

The completion of the project is subject to the review and approval process of agencies beyond the control of the Consultant. The completion of the project is also subject to influence from the public and political processes. Therefore, completion of the project may occur earlier or later than the schedule shown herein. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

IV. ADDITIONAL SERVICES

Additional Services are **not** included in this Agreement. If authorized under a separate Supplemental Agreement, the Consultant shall furnish or obtain from others the following services:

- Construction Administration/Observation.
- Funding Procurement Services (e.g. Special Assessment Schedules and Services).
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- Environmental and Cultural Resource Services.
- Hazardous Materials Investigations and Testing.
- Soil Management/Mitigation Plans.

- Real Estate Services (e.g. title searches, appraisals, appraisal reviews, negotiations, acquisitions and closings).
- Eminent Domain/Condemnation Services.
- Sanitary Sewer Study, Design and Plan Preparation.
- Private Utility Relocation Design and Plan Preparation.
- Packaging of the Project into contracts and bid lettings/negotiations in number greater than one single contract.
- Assistance in legal and regulatory actions.
- Costs associated with project delays/scope changes outside the control of the Consultant.
- Construction Survey.
- Verification Testing Services.

V. CLIENT RESPONSIBILITIES

The Client/Client shall furnish or obtain from others the following services:

- Designate a person to act as the Owner's representative with respect to the services to be rendered under this agreement. Such person shall have authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to Consultant's services for the Project.
- Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project including previous reports, plans, specifications, shop drawings, test results; also other data relative to design or construction of the Project.
- Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this agreement.
- Examine all sketches, drawings, specifications, and other documents presented by the Consultant; obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto.
- Coordinate the appropriate resolutions, public hearings, and notices of intent.
- Participate in project design reviews and provide written comments within two (2) weeks.
- Provide available record drawings and other information on existing roadways, and utilities.
- Provide aerial photography, electronic files and control data.
- Provide legal, accounting and insurance counseling services as necessary for the project.
- Obtain real estate services for the acquisition of easement as needed for the project.
- Coordinate/obtain appropriate location/facility for Public Meetings and provide public notices.
- Pay all permit fees or other required fees to third parties associated with project.



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.o.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution Approving Purchase of Pedestrian Crosswalk Replacement Equipment from General Traffic in the amount of \$8,950.00

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: As a part of the FY25, CIP Public Works staff have budgeted money to replace the equipment for the Pedestrian Crossing at Blaine St. NW and 2nd St. NW. Public Works Staff have been working to keep this equipment operational the last several years and have concluded that it would be best to replace it.

This was the very first Pedestrian crossing signal that the City of Bondurant installed about 7 years ago, and we would have expected to get more life from this equipment but have struggled working with that equipment manufacture on support and parts. That is why we would recommend approval for this newer equipment that is supported by the same company that supplies all the city's traffic signal equipment.

FUNDING SOURCE: FY25 Signal Maintenance Budget

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-179
2. Quote #7491

CITY OF BONDURANT
RESOLUTION NO. 240805-179

RESOLUTION APPROVING PURCHASE OF PEDESTRIAN CROSSING SIGNAL
EQUIPMENT IN THE AMOUNT OF \$8,950.00 FROM GENERAL TRAFFIC
CONTROLS

WHEREAS the City of Bondurant accepts the equipment for purchase of:

1 DC Pedestrian Crossin signal cabinet, 2 Back-to-Back Solar RRFB light bars with confirmation light, 1 solar panel and battery; AND

WHEREAS payments are to be made to General Traffic Controls; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pedestrian Crossing equipment purchase from General Traffic Controls is hereby approved in the amount of \$8,950.00 is hereby approved.

Passed this 5th day of August 2024,

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				



Quote #:
Date:
Contact:
Agency:
Project:

7491
7/12/2024
John
City of Bondurant
Ped Crossing Remodel

PO Box 1000 Spencer, IA 51301 • (712) 262-1521

Terms: Net 30 days

Freight: Prepaid

Delivery:

3-4 weeks ARO

We are pleased to submit the following quotation:

ITEM	QTY	DESCRIPTION	UNIT PRICE	EXTEND PRICE
001	1	DC Pedestrian Crossing Cabinet with Mount for 2" telespar. Incl	\$8,950.00	\$8,950.00
	2	Back to Back Solar RRFB Light bars with confirmation light includes mounting		
	1	Solar Panel w/ Mount and Battery		

Total Above Equipment:

\$8,950.00

Notes:

Customer is responsible for installation of above equipment.
Reuse existing Bulldog Buttons, Poles & Signs.

General Traffic Controls retains title to all equipment until paid in full.
All past due accounts are subject to a 1.5% per month service charge.
Sales tax is not included. If applicable, tax will be added to invoice.

Prices subject to review 60 days from above date.

Should we be favored with your order, it will receive our prompt, personal attention.

THANK YOU!

Very truly yours,

GENERAL TRAFFIC CONTROLS

Amanda Brown

CONFIDENTIALITY WARNING: Unless otherwise indicated or obvious from the nature of the communication, the information contained in this transmission and any attachments are privileged and confidential and intended for use by the above-named recipient only. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering it to the intended recipient, you are notified that any dissemination, distribution or copying of this communication and any attachments thereto is strictly prohibited. If you have received this communication in error, please immediately notify the sender by return email, and destroy all copies of this transmission and any attachments. Thank you.



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.p.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution approving pay request no. 2 to McAninch Corporation for the Civic Campus Improvements Phase 1 Project in the amount of \$389,397.52

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #2 in the amount of \$389,397.52 related to the Civic Campus Improvements Phase 1 Project.

This pay application has been reviewed by City Staff and Engineers from Veenstra & Kim for accuracy and is for work completed from June 26th through July 31st, for the project. All underground infrastructure for phase 1 has been installed and the roadbed for Courtyard Dr. SE has been prepped, and the contractor plans to start paving the first week of August, weather dependent.

FUNDING SOURCE: Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-180
2. Partial Payment No. 2

CITY OF BONDURANT
RESOLUTION NO. 240805-180

RESOLUTION APPROVING PAY REQUEST NO. 2 TO MCANINCH CORPORATION
FOR THE CIVIC CAMPUS IMPROVEMENTS PHASE 1 PROJECT IN THE AMOUNT
OF \$389,397.52

WHEREAS the Civic Campus Improvements Phase 1 Pay Request No. 2 was submitted on August 1st, 2024; AND

WHEREAS the pay request no. 2 is for work completed June 26th through July 31st, 2024, on the Civic Campus Phase 1 Project; AND

WHEREAS City Staff and engineers from Veenstra & Kimm have reviewed the pay request for accuracy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 2 to McAninch Corporation in the amount of \$389,397.52 hereby approved.

Passed this 5th day of August 2024,

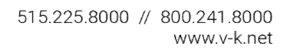
By: _____
Doug Elrod, Mayor

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.

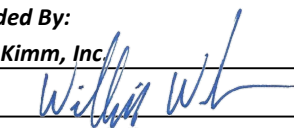
IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



[illegible]

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$1,627,374.45	\$514,291.03
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Water Main/Services and West Pond Excavation	\$92,795.80	\$0.00
2		\$0.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
(Refer to Bid Item Schedule for Total Completed) Total Change Orders		\$92,795.80	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$1,720,170.25	\$514,291.03
			Total Completed
Total Materials Stored			\$0.00
Total Completed Plus Materials Stored			\$514,291.03
Retainage (5%)			\$25,714.55
Total Earned Less Retainage			\$488,576.48
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	June 3, 2024 to June 25, 2024	\$99,178.96	
2		\$0.00	
3		\$0.00	
4		\$0.00	
5		\$0.00	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
11		\$0.00	
12		\$0.00	
		Total Previously Approved	\$99,178.96
Amount Due This Request			\$389,397.52
Note: The amount \$389,397.52 is recommended for approval for payment in accordance with the terms of the Contract.			
		CONTRACT SUMMARY	
		ORIGINAL CONTRACT AMOUNT	\$1,627,374.45
		TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS	\$1,720,170.25
		THIS PARTIAL PAYMENT	\$389,397.52
		TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT	\$488,576.48
		BALANCE	\$1,231,593.77
		PERCENT COMPLETE	29.9%
Recommended By:		Contractor:	Approved by:
Veenstra & Kimm, Inc.		McAninch Corporation	City of Bondurant
Signature		Signature	
Name	William Weber	Name	
Title	Project Manager	Title	
Date	8/1/2024	Date	



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.q.
For Meeting of 8/5/2024
Resolution

TITLE: - Resolution authorizing the Mayor to execute the Guaranteed Maximum Price Amendment to the agreement with Ryan Companies US Inc. for Construction Manager at Risk for the Bondurant Emergency Services Facility

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator
Aaron Kreuder, Fire Chief
John Horton, Public Works Director
Jene Jess, Finance Director
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution approves the Guaranteed Maximum Price Amendment with Ryan Companies US Inc. On May 22, 2023, the City Council approved a resolution adopting a construction manager at risk model and approving the request for qualifications and subsequent request for proposals for the Bondurant Emergency Services Facility. The City received 5 requests for qualifications, 3 of which were invited to submit requests for proposals. On July 17, 2023, the Council approved entering into a contract with Ryan Companies US Inc. for Construction Manager at Risk services. This is the next step in that process. The Guaranteed Maximum Price for the project construction is \$16,417,582.

This cumulative Guaranteed Maximum Price (GMP) includes the initial GMP AIA Document A133 – 2019 contract dated 5/22/24 and covers the complete scope of work shown in the 100% Construction Document Drawings and Specifications prepared by OPN Architects dated 6/7/2024, Addendum No. 1 dated 7/10/2024, Addendum No. 2 dated 7/17/2024, Addendum No. 3 dated 7/18/2024, Addendum No. 4 dated 7/19/2024, Addendum No. 5 dated 7/22/24, and the following clarifications.

1. Includes a \$26,000 allowance for future buyout of the signage bid package scope that includes the exterior building mounted aluminum letters and logo signage, interior code-required signage, and the site Bondurant facility sign (steel plate with white vinyl lettering) shown in detail 11/L300.

2. Includes a \$70,000 allowance for future buyout of appliances that will be furnished

and installed by the contractor. Appliances included in this allowance are as follows:

- a. EQ.01 – microwave ovens
- b. EQ.02 – refrigerators with water
- c. EQ.03 – undercounter refrigerator
- d. EQ.04 – coffee makers
- e. EQ.05 – dishwashers
- f. EQ.06 – ice maker (freestanding)
- g. EQ.07 – ice maker (undercounter)
- h. EQ.08 – 48” wide electric range
- i. EQ.24 – gear extractor (washer)
- j. EQ.25 – gear dryer
- k. EQ.28 – residential washer
- l. EQ.29 – residential electric dryer

3. Includes a \$190,000 allowance for Bid Package #23 Landscaping & Irrigation. This package will be rebid at a future date.

4. Includes a complete fire station alerting system (cabling, pathways, equipment and devices).

5. It is the Company's intent to use the permanent HVAC equipment to condition the building once they have been installed and are operational. The costs for filter replacements and maintaining the equipment through the course of construction are included.

6. Generator Clarifications:

- a. REMOVE the overflow protection valve (OFPV) for the generator fuel tank as recommended by the Bid Package #01 contractor and approved by the EOR.
- b. ADD additional Manufacturer's warranty coverage to 5 years
- c. ADD 1-year maintenance agreement by manufacturer.

7. Excludes the custom vinyl graphics at entry TWS areas. These graphics are assumed to be owner furnished, owner installed.

8. Excludes sales tax. It is our understanding that this project is tax exempt.

9. Excludes the cost for Builder's Risk Insurance. The City of Bondurant will procure a Builder's Risk Insurance policy for the project.

10. Excludes cost for temporary access road that would be necessary if adjacent public roadways are not completed.

FUNDING SOURCE: Bond/GO & TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240805-181
2. BESF Ryan Co GMP Deliverable
3. BES Exhibit A Amendment
4. BES Attachment #2 Bilable Rates

CITY OF BONDURANT
RESOLUTION NO. 240805-181

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE GUARANTEED
MAXIMUM PRICE AMENDMENT TO THE AGREEMENT WITH RYAN COMPANIES
US INC. FOR CONSTRUCTION MANAGER AT RISK FOR THE BONDURANT
EMERGENCY SERVICES FACILITY

WHEREAS on May 22, 2023, the Bondurant City Council approved a resolution titled the following: A resolution adoption construction manager at risk model and approving request for qualifications and subsequent request for proposals for the Bondurant Emergency Services Facility; AND

WHEREAS on July 17, 2023, the Council approved a contract with Ryan Companies US Inc. for Construction Manager at Risk services; AND

WHEREAS City staff have been working with Ryan Companies and the design team to develop the design for the Bondurant Emergency Services facility; AND

WHEREAS the next step in the process is to approve the Guaranteed Maximum Price for the project; AND

WHEREAS the project is due to begin construction later in August; AND

WHEREAS the Guaranteed Maximum Price for the project construction is \$16,417,582.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, that Mayor is authorized to execute the Guaranteed Maximum Price Amendment to the agreement with Ryan Companies US Inc., pending Legal Counsel review.

Passed this 5th day of August 2024,

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				

WE BUILD STORIES



GMP DELIVERABLE

Bondurant Emergency Services Facility
Bondurant, IA

July 31, 2024



July 31, 2024

Marketa Oliver
Bondurant City Administrator
200 2nd Street NE Box 37
Bondurant, Iowa 50035
moliver@cityofbondurant.com

RE: Bondurant Emergency Services – Guaranteed Maximum Price (GMP) Proposal

Dear Marketa,

Thank you again for your continued trust in Ryan Companies and allowing us the opportunity to be part of the Bondurant Emergency Services project. We are excited to offer the following GMP Proposal, inclusive of cost estimate, scope & services matrix, clarifications, project schedule and site logistics plan, based on Construction Documents prepared by OPN Architects and their consultants.

We look forward to reviewing this proposal with you soon and continuing our collaboration with the City of Bondurant. Please let me know if you have any questions.

Sincerely,
RYAN COMPANIES US, INC.

A handwritten signature in blue ink that reads "Nick Aldrich".

Nick Aldrich
Senior Project Manager

CC: Andy Moffitt, Vice President of Real Estate Development
TJ Meyerholz, Director of Preconstruction
Tyler Lange, Project Manager
Devin Gaudette, Sr. Preconstruction Engineer

Ryan Companies US, Inc.
111 East Grand Avenue, Suite 200
Des Moines, IA 50309

p: 515-309-8500
ryancompanies.com

Equal Opportunity Employer

SECTION 1	GMP SUMMARY
SECTION 2	CLARIFICATIONS
SECTION 3	SCOPE & SERVICES MATRIX
SECTION 4	GMP DOCUMENTS
SECTION 5	PROJECT SCHEDULE
SECTION 6	SITE LOGISTICS PLAN



SECTION 1

GMP Summary

GMP SUMMARY

Bondurant Emergency Services Facility

July 31, 2024

GMP Item	Cost	Notes
1 Electrical Equipment	\$ 304,510	
2 Precast Material	\$ 722,439	
3 Structural and Misc Steel Material	\$ 1,019,245	
4 Precast & Steel Erection	\$ 516,518	
5 Building Concrete	\$ 678,720	
6 Masonry	\$ 65,920	
7 General Construction	\$ 765,720	
8 Roofing	\$ 288,900	
9 Overhead Doors	\$ 482,200	
10 Glass, Glazing, & Translucent Wall Assemblies	\$ 812,667	
11 Framing, Drywall & Ceilings	\$ 565,125	
12 Flooring	\$ 179,925	
13 Painting & Wallcoverings	\$ 117,123	
14 Signage	\$ 26,000	
15 Appliances	\$ 70,000	
16 Fire Protection	\$ 99,669	
17 HVAC	\$ 1,216,722	
18 Geothermal	\$ 302,249	
19 Plumbing	\$ 976,400	
20 Electrical	\$ 2,262,000	
21 Earthwork	\$ 653,281	
22 Site Concrete	\$ 635,720	
23 Landscaping & Irrigation	\$ 190,000	
24 Site Utilities	\$ 356,741	
Direct Cost of Work Subtotal	\$ 13,307,794	
Ryan Companies General Conditions	\$ 1,768,991	
Construction Contingency (3.0%)	\$ 449,904	
Software (0.20%)	\$ 31,053	
General Liability Insurance (1.20%)	\$ 186,320	
Construction Manager Fee (2.25%)	\$ 354,241	
Payment & Performance Bond	\$ 99,500	
Total GMP	\$ 16,197,804	

Alternate	Cost	Alternate Status
Alternate No. 1: Roof Photovoltaic Array	\$ 219,778	Accepted
Add temporary access road from Pleasant St SE or Courtyard Drive SE	\$ 117,984	Denied

GMP Total with Accepted Alternate(s)	\$ 16,417,582	
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SECTION 2

Clarifications

CLARIFICATIONS

Bondurant Emergency Services Facility

July 31, 2024

This cumulative Guaranteed Maximum Price (GMP) includes the initial GMP AIA Document A133 – 2019 contract dated 5/22/24 and covers the complete scope of work shown in the 100% Construction Document Drawings and Specifications prepared by OPN Architects dated 6/7/2024, Addendum No. 1 dated 7/10/2024, Addendum No. 2 dated 7/17/2024, Addendum No. 3 dated 7/18/2024, Addendum No. 4 dated 7/19/2024, Addendum No. 5 dated 7/22/24, and the following clarifications.

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 - j. EQ.25 – gear dryer
 - k. EQ.28 – residential washer
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6. Generator Clarifications:
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8. Excludes sales tax. It is our understanding that this project is tax exempt.
9. Excludes the cost for Builder's Risk Insurance. The City of Bondurant will procure a Builder's Risk Insurance policy for the project.
10. Excludes cost for temporary access road that would be necessary if adjacent public roadways are not completed.



SECTION 3

Scope & Services Matrix

		Scope & Cost Allocation					
	Ryan Purchase, Furnish, & Install	Owner Purchase & Furnish, Ryan Install	Owner Purchase, Furnish, & Install	Design or Consultant Service	Not Included or Not Required	Comments	
EXISTING CONDITIONS							
Environmental Assessment(s)				X			
Hazardous Material Abatement					X		
Well Abatement					X		
Existing Material & Equipment Relocation			X				
Existing Facility Improvements					X		
Existing Office & Equipment Relocation Costs			X				
DESIGN CONSULTANT SERVICES							
Consultant / Project Administration				X			
Civil Engineering				X			
Site Constraint Analysis				X			
Traffic Consultant / Traffic Study				X			
Certified Site Survey				X			
Site Staking	X						
Geotechnical / Soil Borings				X			
Program / Concept Design				X			
Accessibility Consultant					X		
Designer-of-Record							
Masterplanning			X				
Programming				X			
Schematic Design				X			
Design Development				X			
Construction Documents				X			
Materials & Product Research / Specification				X			
Project Specifications				X			
BOMA Calculations				X			
Life Safety - Code Consultant				X			
Hardware Consultant				X			
Urban Planner					X		
Landscape Architect				X			
Structural Design				X			
Mechanical, Electrical & Plumbing (MEP) Design				X			
Energy Modeling				X			
Specialty Lighting				X			
Fire Protection				X			
Low Voltage Design				X			
Food Service Consultant					X		
Kitchen / Cafeteria Consultant					X		
Vertical Transportation Consultant					X		
Acoustic Consultant					X		
Parking Consultant					X		
Security / Surveillance Design				X			
Audio Visual Consultant				X			
Signage / Media / Wayfinding Design & Consulting				X			
LEED Design & Administration					X		
Construction Phase Administration				X			
Building Information Modeling (BIM)							
Model Creation				X			
Model Management				X			
Clash Detection / Construction Coordination	X						
Structural & Building Systems Testing							
Building Enclosure / Curtainwall Testing					X		
Construction Testing & Reporting			X			Ryan to coordinate	
3rd Party Construction Testing & Reporting			X			Ryan to coordinate	
Design Contingency				X			
Consultant Reimbursables				X			

Scope & Cost Allocation						
	Ryan Purchase, Furnish, & Install	Owner Purchase & Furnish, Ryan Install	Owner Purchase, Furnish, & Install	Design or Consultant Service	Not Included or Not Required	Comments
DEVELOPMENT SERVICES						
Proforma Development & Evaluation					X	
Operations Proforma (Revenue Assumptions)					X	
Operating Cost Evaluation					X	
Accounting, Monitoring & Fund Control			X			
Land / Building Acquisition & Purchase Cost			X			
Land / Building Purchase Commission			X			
Insurance - Property & Casualty, Liability			X			
Property Taxes			X			
Appraisal			X			
Market Research Report for Lenders / Investors			X			
City & Governing Agency Approvals						
Determine Required Approval Processes			X			
AUAR / EIS Process Administration			X			
PUD & PDR Process Administration			X			
Department of Transportation Approval Process			X			
City Approval Process			X			
Planning & Zoning Approvals			X			
City Council Approvals			X			
Development Agreement			X			
Federal Approval Process(es)			X			
Neighborhood Meetings & Presentations			X			
Municipal Development & Permit Fees			X			
Civil Engineering / Traffic				X		
Survey (ALTA), Plat CC&R's, REOA, Easements				X		
Title Work / Title Insurance			X			
Environmental Phase 1				X		
Environmental Phase 2					X	
Remediation			X			
Concept Design & Renderings				X		
Financing Expense & Financing Fees			X			
Marketing / Graphics / Photography			X			
Advertising & Website			X			
Public Relations / Marketing / Communications			X			
Travel Costs					X	
Legal Services & Documents						
Purchase Agreements			X			
Development Agreement			X			
Management Agreement			X			
Loan Documents			X			
State License Agreement			X			
Easements, Restrictions & Covenants			X			
Entitlements			X			
OFF-SITE IMPROVEMENTS						
Off-site Utility Improvements			X			
Turn Lanes, Street Improvements, etc.			X			
Street Lighting & Traffic Signaling (new or relocate)			X			
Traffic Studies			X			
Utility Relocations			X			
Utility Company Charges			X			
Soil Borings & Geotech (Off-Site Improvements)			X			
Wetlands & US Waterways Permits			X			
Other Permitting (See Permit Checklist)			X			
SITEWORK COMPONENTS						
Erosion Control/NPDES	X					
Mass Grading	X					

Scope & Cost Allocation						
	Ryan Purchase, Furnish, & Install	Owner Purchase & Furnish, Ryan Install	Owner Purchase, Furnish, & Install	Design or Consultant Service	Not Included or Not Required	Comments
Site Utilities	X					
Paving, Curbs, & Sidewalks	X					
Landscaping	X					
Site Irrigation	X					
Site & Parking Lot Lighting	X					
Site Power	X					
BUILDING COMPONENTS						
Foundations	X					
Structural Systems	X					
Exterior Finishes	X					
Roofing	X					
Extended Roof Warranty					X	20-year manufacturer's warranty included.
3rd Party Commissioning - Envelope	X					
Interior Finishes	X					
Conveying Systems (Elevators & Escalators)					X	
Mechanical (HVAC & Plumbing)	X					
Fire Protection	X					
Electrical	X					
BUILDING SPECIALTIES						
Visual Display Surfaces (Markerboards)	X					
Toilet Accessories	X					
Fire & Life Safety Signage	X					
Interior Wayfinding / Custom Signage					X	
Mail Boxes / Postal Specialties			X			
Exterior Fire & Life Safety Signage (code required)	X					
Building Mounted Signage	X					
Exterior Building Monument Sign	X					Bondurant facility signage (11/L300)
EQUIPMENT						
Waste Handling / Compaction Equipment					X	
Window Washing Equipment Support / Davits					X	
Window Washing Equipment					X	
Safe / Vault Equipment					X	
Laundry Equipment (Washer & Dryer)	X					
Gear Washing & Drying System	X					
Residential Kitchen Appliances						
Microwave Ovens	X					
Garbage Disposal	X					
Dishwashers	X					
Oven / Ranges	X					
Refrigerators	X					
Kitchen Range Hood	X					
Ice Makers	X					
Coffee Machine	X					
Appliance Installation	X					
Appliance Utility Connections	X					
Booths, Chairs, Tables			X			
Vending Equipment			X			
Fitness Center Equipment			X			
Sauna	X					
Shop / Production Equipment			X			
Work Benches & Tables			X			
Tool Storage			X			
Air Compressors	X					
Hose Reels	X					
Pressure Washers		X				

Scope & Cost Allocation						
	Ryan Purchase, Furnish, & Install	Owner Purchase & Furnish, Ryan Install	Owner Purchase, Furnish, & Install	Design or Consultant Service	Not Included or Not Required	Comments
Welding Fume Extractors			X			
Vehicle Exhaust Extraction Systems			X			
Waste Handling / Compaction Equipment					X	
Storage Shelving / Racking			X			
Safety Equipment (AEDs, First Aid Kits, etc.)			X			
Emergency Responder Services Equipment						
Radios & Charging Equipment			X			
Evidence Drop Lockers					X	
Medication Disposal Drop Box			X			
Gear Lockers	X					
Gas Cylinder Tank Storage			X			
SCBA	X					
Hose Drying Equipment			X			
Hose Storage Rack			X			
Station Alerting & Dispatching System	X					
BUILDING & SITE FURNISHINGS						
Art & Decorating Furnishings			X			
Window Treatments (Blinds and/or Shades)	X					
Display Casework			X			
Reception Desk	X					
Security Desk					X	
Lamps & Lighting (Non-secured)			X			
Floor Rugs			X			
Furniture			X			
Office Equipment (Printers, Fax Machines, etc.)			X			
Gas Grill / Outdoor Kitchen Equipment			X			
Flag Pole	X					
Site Trash Receptacles	X					
Bike Racks	X					
Benches			X			
Picnic Tables			X			
Building Monument Sign	X					Bondurant facility signage (11/L300)
Exterior Building Signage	X					
SPECIAL MECH/FIRE/ELEC SYSTEMS						
Mechanical						
Special Cooling Systems (Leibert, etc.)					X	
CRAC Units					X	
Other					X	
Fire Protection						
Fire Pump					X	
Special FP Systems (FM 200, Gas Fire Protection, etc.)					X	
Other					X	
Electrical						
Site Power Feeds / Redundant Power	X					
Generator & Switchgear	X					
Battery Power Equipment & Racks	X					
Advanced Lighting Controls	X					
Exterior / Decorative Building Lighting	X					
Facility Lightning Protection	X					
Electric Vehicle Charging Rough-in					X	
Electric Vehicle Charging Equipment					X	
COMMUNICATION SYSTEMS						
Telecommunication & Data Systems Design				X		
Telecommunication & Data Rough-in	X					
Telecommunication & Data Cabling	X					
Telecommunication & Data Systems Equipment (Phones, etc.)			X			Valeo

Scope & Cost Allocation						
	Ryan Purchase, Furnish, & Install	Owner Purchase & Furnish, Ryan Install	Owner Purchase, Furnish, & Install	Design or Consultant Service	Not Included or Not Required	Comments
Wireless Internet Network	x					Valeo provide equipment for network
Audio-Visual System Design				x		
Audio-Visual System Rough-in & Cabling	x					
Audio-Visual System Equipment & Devices	x					
Automated Clock Systems					x	
Cable / Satellite TV Rough-in	x					
Cable / Satellite TV Cabling & Equipment	x					
Sound Masking Systems					x	
ERRS - Emergency Responder Radio System	x					
Distributed Antenna System (DAS) / BDA - Cellular Service	x					
GPS Antenna System					x	
SECURITY AND SAFETY SYSTEMS						
Security / Surveillance Design				x		Part of security budget
Security / Surveillance System Rough-in	x					
Security / Surveillance System Cabling & Equipment	x					
CCTV System	x					
Building Access Control Hardware	x					
Electronic Intrusion Detection System					x	
LIFE CYCLE ACTIVITIES						
Facility Start-up & Commissioning	x					
3rd Party Commissioning - HVAC				x		
Facility Operation			x			
Facility Maintenance			x			
Recycling Programs					x	
Non-Construction Commissioning					x	
LEED Commissioning					x	
Move-in Costs & Coordination			x			



SECTION 4

GMP Documents

DRAWINGS AND SPECIFICATIONS

Bondurant Emergency Services Facility

July 31, 2024

Unless clarified otherwise, this Guaranteed Maximum Price (GMP) is based upon the following documents:

1. 100% Construction Documents Drawings dated 6/7/2024 (see following pages for a complete list of drawings)
2. Project Specifications dated 6/7/2024 (see following pages for a complete list of specification sections)
3. Addendum No. 1 dated 7/10/2024
4. Addendum No. 2 dated 7/17/2024
5. Addendum No. 3 dated 7/18/2024
6. Addendum No. 4 dated 7/19/2024
7. Addendum No. 5 dated 7/22/2024

Drawing No.	Drawing Title	Drawing Date	Set Name
General			
G001	INDEX, SEALS, LOCATION MAP	6/7/2024	100% CD
G002	LIFE SAFETY AND CODE SUMMARY	6/7/2024	100% CD
G003	LIFE SAFETY AND CODE SUMMARY	6/7/2024	100% CD
Civil			
C001	CIVIL GENERAL NOTES	6/7/2024	100% CD
C101	SITE PLAN	6/7/2024	100% CD
C201	GRADING PLAN	6/7/2024	100% CD
C202	GRADING PLAN	6/7/2024	100% CD
C203	GRADING PLAN ENLARGEMENTS	6/7/2024	100% CD
C251	EROSION AND SEDIMENT CONTROL PLAN	6/7/2024	100% CD
C252	EROSION AND SEDIMENT CONTROL PLAN	6/7/2024	100% CD
C301	UTILITY PLAN	6/7/2024	100% CD
C302	UTILITY PLAN ENLARGEMENT	6/7/2024	100% CD
C501	CONSTRUCTION DETAILS	6/7/2024	100% CD
C502	CONSTRUCTION DETAILS	6/7/2024	100% CD
C503	CONSTRUCTION DETAILS	6/7/2024	100% CD
C504	CONSTRUCTION DETAILS	6/7/2024	100% CD
CD01	EXISTING CONDITIONS AND DEMOLITION PLAN	6/7/2024	100% CD
CD02	EXISTING CONDITIONS AND DEMOLITION PLAN	6/7/2024	100% CD
Landscape			
L000	GENERAL NOTES	6/7/2024	100% CD
L100	PLANTING PLAN OVERVIEW	6/7/2024	100% CD
L101	GROUND COVER TREATMENT PLAN	6/7/2024	100% CD
L102	TREE PLANTING PLAN	6/7/2024	100% CD
L103	SHRUB AND PERENNIAL PLANTING PLAN ENLARGEMENT	6/7/2024	100% CD
L200	SITE FURNISHING PLAN	6/7/2024	100% CD
L201	IRRIGATION EXTENTS	6/7/2024	100% CD
L300	PLANTING DETAILS	6/7/2024	100% CD
Structural			
S001	STRUCTURAL NOTES	6/7/2024	100% CD
S101	FOUNDATION PLAN	6/7/2024	100% CD
S201	FOUNDATION DETAILS	6/7/2024	100% CD
S301	LOW ROOF FRAMING PLAN	6/7/2024	100% CD
S302	HIGH ROOF FRAMING PLAN	6/7/2024	100% CD
S401	FRAMING DETAILS	6/7/2024	100% CD
S402	FRAMING DETAILS	6/7/2024	100% CD
S403	FRAMING DETAILS	6/7/2024	100% CD
Architectural			

A000	GENERAL DRAWING INFORMATION	6/7/2024	100% CD
A001	WALL TYPES	6/7/2024	100% CD
A002	EXTERIOR ASSEMBLIES	6/7/2024	100% CD
A004	DOOR SCHEDULE AND FRAME ELEVATIONS	6/7/2024	100% CD
A100	ARCHITECTURAL SITE DETAILS	6/7/2024	100% CD
A101	FLOOR PLAN -LEVEL 1	3/29/2024	100%DD
A102	FLOOR PLAN -LEVEL 1	6/7/2024	100% CD
A103	FLOOR PLAN - MEZZANINE	6/7/2024	100% CD
A104	ROOF PLAN	6/7/2024	100% CD
A110	SHADE STRUCTURE PLANS & DETAILS	6/7/2024	100% CD
A120	CONTROL JOINT FLOOR PLAN	6/7/2024	100% CD
A200	EXTERIOR AXONOMETRICS	3/29/2024	100%DD
A201	EXTERIOR ELEVATIONS	6/7/2024	100% CD
A202	EXTERIOR ELEVATIONS & AXONS	6/7/2024	100% CD
A211	GLAZING ELEVATIONS	6/7/2024	100% CD
A212	GLAZING DETAILS	6/7/2024	100% CD
A220	PRECAST FLOOR PLAN - LEVEL 1	6/7/2024	100% CD
A221	PRECAST FLOOR PLAN - MEZZANINE	6/7/2024	100% CD
A222	PRECAST PANEL ELEVATIONS - EXTERIOR	6/7/2024	100% CD
A223	PRECAST PANEL ELEVATIONS	6/7/2024	100% CD
A224	PRECAST PANEL DETAILS	6/7/2024	100% CD
A301	BUILDING SECTIONS	6/7/2024	100% CD
A302	BUILDING SECTIONS	6/7/2024	100% CD
A311	WALL SECTIONS	6/7/2024	100% CD
A312	WALL SECTIONS	6/7/2024	100% CD
A313	WALL SECTIONS	6/7/2024	100% CD
A331	EXTERIOR SECTION DETAILS	6/7/2024	100% CD
A332	EXTERIOR SECTION DETAILS	6/7/2024	100% CD
A333	EXTERIOR SECTION DETAILS	6/7/2024	100% CD
A335	PLAN DETAILS	6/7/2024	100% CD
A336	PLAN DETAILS	6/7/2024	100% CD
A401	ENLARGED PLANS & ELEVATIONS - RESTROOMS	6/7/2024	100% CD
A402	ENLARGED PLANS & ELEVATIONS - MEDIUM	6/7/2024	100% CD
A403	ENLARGED PLANS & ELEVATIONS - DAYROOM	6/7/2024	100% CD
A404	ENLARGED PLANS & ELEVATIONS - CLASSROOM	6/7/2024	100% CD
A405	ENLARGED PLANS & ELEVATIONS - OFFICES	6/7/2024	100% CD
A406	ENLARGED PLANS & ELEVATIONS - STUDY	6/7/2024	100% CD
A407	INTERIOR DETAILS	6/7/2024	100% CD
A411	STAIR PLANS AND SECTIONS	6/7/2024	100% CD
A412	STAIR DETAILS	6/7/2024	100% CD

A501	INTERIOR ELEVATIONS	6/7/2024	100% CD
A502	INTERIOR ELEVATIONS	6/7/2024	100% CD
A503	INTERIOR ELEVATIONS	6/7/2024	100% CD
A550	MILLWORK DETAILS	6/7/2024	100% CD
A701	REFLECTED CEILING PLAN - LEVEL 1	6/7/2024	100% CD
A702	REFLECTED CEILING PLAN - MEZZANINE	6/7/2024	100% CD
A800	INTERIOR FINISH SPECIFICATIONS & SCHEDULE	6/7/2024	100% CD
A801	FINISH PLAN -LEVEL 1	6/7/2024	100% CD
A802	ENLARGED FINISH PLANS	6/7/2024	100% CD
A811	FFE PLAN -LEVEL 1	6/7/2024	100% CD
A812	FFE PLAN - MEZZANINE PLAN	3/29/2024	100%DD
A850	FFE LAYOUT -BUNK SD	6/7/2024	100% CD
Fire Protection			
F101	LEVEL 1 PLAN -FIRE PROTECTION	6/7/2024	100% CD
F102	MEZZANINE PLAN - FIRE PROTECTION	6/7/2024	100% CD
Mechanical			
M000	MECHANICAL COVERSHEET	6/7/2024	100% CD
M001	SITE PLAN - MECHANICAL	6/7/2024	100% CD
M101	LEVEL 1 FLOOR PLAN -HVAC	6/7/2024	100% CD
M102	MEZZANINE FLOOR PLANS - MECHANICAL	6/7/2024	100% CD
M103	ROOF PLAN - MECHANICAL	6/7/2024	100% CD
M201	LEVEL 1 FLOOR PLAN - MECHANICAL PIPING	6/7/2024	100% CD
M300	LEVEL 1 FLOOR PLAN - UNDERGROUND PLUMBING	6/7/2024	100% CD
M301	LEVEL 1 FLOOR PLAN - PLUMBING	6/7/2024	100% CD
M302	MEZZANINE FLOOR PLAN - PLUMBING	6/7/2024	100% CD
M401	MECHANICAL ISOMETRICS	6/7/2024	100% CD
M402	MECHANICAL ENLARGED PLANS	6/7/2024	100% CD
M403	MECHANICAL RISER	6/7/2024	100% CD
M404	WASTE AND VENT RISER DIAGRAMS	6/7/2024	100% CD
M405	MECHANICAL SECTIONS	6/7/2024	100% CD
M406	MECHANICAL SECTIONS	6/7/2024	100% CD
M501	MECHANICAL DETAILS	6/7/2024	100% CD
M502	MECHANICAL DETAILS	6/7/2024	100% CD
M503	MECHANICAL DETAILS	6/7/2024	100% CD
M601	MECHANICAL SCHEDULES	6/7/2024	100% CD
M602	MECHANICAL SCHEDULES	6/7/2024	100% CD
M603	MECHANICAL SCHEDULES	6/7/2024	100% CD
M604	MECHANICAL SCHEDULES	6/7/2024	100% CD
Electrical			
E000	ELECTRICAL COVER SHEET	6/7/2024	100% CD

E001	SITE PLAN - ELECTRICAL	6/7/2024	100% CD
E101	LEVEL 1 PLAN -LIGHTING	6/7/2024	100% CD
E102	MEZZANINE PLAN - LIGHTING	6/7/2024	100% CD
E201	LEVEL 1 PLAN -POWER	6/7/2024	100% CD
E202	ROOF PLAN -POWER	6/7/2024	100% CD
E203	ROOF PLAN - PHOTOVOLTAICS	6/7/2024	100% CD
E301	LEVEL 1 PLAN -SPECIAL SYSTEMS	6/7/2024	100% CD
E302	MEZZANINE PLAN - SPECIAL SYSTEMS	6/7/2024	100% CD
E401	ELECTRICAL DETAILS	6/7/2024	100% CD
E402	ELECTRICAL DETAILS	6/7/2024	100% CD
E403	ELECTRICAL DETAILS	6/7/2024	100% CD
E404	PHOTOVOLTAIC DETAILS	6/7/2024	100% CD
E501	ELECTRICAL SCHEDULES	6/7/2024	100% CD
E502	ELECTRICAL SCHEDULES	6/7/2024	100% CD
E601	ELECTRICAL RISER DIAGRAM	6/7/2024	100% CD
Telecom & Security			
T001	SITE PLAN - TELECOMMUNICATIONS	6/7/2024	100% CD
T101	LEVEL 1 PLAN - TELECOMMUNICATIONS	6/7/2024	100% CD
T201	TELECOMMUNICATIONS DETAILS	6/7/2024	100% CD
TY001	SITE PLAN - SECURITY	6/7/2024	100% CD
TY101	LEVEL 1 -SECURITY	6/7/2024	100% CD
Audio Visual			
AV101	LEVEL 1 -AUDIO VISUAL	6/7/2024	100% CD
AV201	AUDIO VISUAL DETAILS	6/7/2024	100% CD

Specifications (Dated 06/07/2024)

Number	Description
DIV 00 – Procurement and Contracting Requirements	
00 00 00	Cover Pages
00 01 07	Seals and Signatures
00 01 10	Table of Contents
00 01 15	List of Drawings
00 11 13.02	Advertisement for Bids-BP #3-24
00 11 53.01	Statement of Qualifications - BP #1
00 11 53.02	Statement of Qualifications - BP #2
00 11 53.03	Statement of Qualifications - Multiple BPs
00 21 13	Instruction to Bidders
00 22 13	Supplementary Instructions to Bidders - BP #3-24
00 22 15	Special Instructions
00 31 00	Available Project Information
00 60 00	Project Forms
00 60 00.09	Virtual Design and Construction Exhibit
00 73 10	Special Conditions
26 25 50	GENERATOR DOCKING STATION
DIV 01 – General Requirements	
01 10 00	Summary
01 12 00	Contract Summary
01 12 00.01	BP #1 - Electrical Equipment
01 12 00.02	BP #2 - Precast Material
01 12 00.03	BP #3 - Steel Fabrication
01 12 00.04	BP #4 - Precast and Steel Erection
01 12 00.05	BP #5 - Building Concrete
01 12 00.06	BP #6 - Masonry
01 12 00.07	BP #7 - General Construction
01 12 00.08	BP #8 - Roofing
01 12 00.09	BP #9 - Overhead Doors
01 12 00.10	BP #10 - Glass, Glazing and Translucent Wall Assemblies
01 12 00.11	BP #11 - Framing, Drywall and Ceilings
01 12 00.12	BP #12 - Tile and Flooring
01 12 00.13	BP #13 - Painting and Wallcovering
01 12 00.14	BP #14 - Signage
01 12 00.15	BP #15 - Appliances
01 12 00.16	BP #16 - Fire Protection
01 12 00.17	BP #17 - HVAC

	01 12 00.18	BP #18 - Geothermal
	01 12 00.19	BP #019 - Plumbing
	01 12 00.20	BP #20 - Electrical
	01 12 00.21	BP #21 - Earthwork
	01 12 00.22	BP #22 - Site Concrete
	01 12 00.23	BP #23 - Landscaping and Irrigation
	01 12 00.24	BP #24 - Site Utilities
	01 20 00	Price and Payment Procedures
	01 21 00	Alternates
	01 31 00	Project Management and Coordination
	01 32 10	CPM Schedule
	01 32 20.10	Site Logistics Plan
	01 40 00	Quality Requirements
	01 45 33	Code Required Testing and Special Inspections
	01 50 00	Temporary Facilities and Controls
	01 60 00	Product Requirements
	01 60 10	Substitution Procedures
	01 60 10.01	Substitution Request Form
	01 61 16	Volatile Organic Compound (VOC) Content Restrictions
	01 70 00	Execution and Closeout Requirements
	01 74 19	Construction Waste Management and Disposal
	01 78 00	Closeout Submittals
	01 79 00	Demonstration and Training
	01 91 13	Commissioning Requirements
DIV 03 – Concrete		
	03 30 00	Cast-In-Place Concrete
	03 35 11	Concrete Floor Finishes
	03 35 36	Polished Concrete Floor Finishing
	03 45 00	Precast Architectural Concrete
DIV – 04 Masonry		
	04 20 00	Unit Masonry
DIV – 05 Metals		
	05 12 00	Structural Steel Framing
	05 21 00	Steel Joist Framing
	05 31 00	Steel Decking
	05 40 00	Cold-Formed Metal Framing
	05 50 00	Metal Fabrications
	05 51 00	Metal Stairs
	05 51 33	Metal Ladders
DIV 06 – Rough Carpentry		

	06 10 00	Rough Carpentry
	06 15 00	Wood Decking
	06 41 00	Architectural Wood Casework
	06 83 16	Fiberglass Reinforced Paneling
DIV 07 – Thermal and Moisture Protection		
	07 05 53	Fire and Smoke Assembly Identification
	07 13 00	Sheet Waterproofing
	07 21 00	Thermal Insulation
	07 21 19	Foamed-In-Place Insulation
	07 26 13	Under-Slab Vapor Barriers
	07 27 00	Air Barriers
	07 42 13.23	Metal Composite Material Wall Panels
	07 42 23	Composite Wall Panels
	07 54 00	Thermoplastic Membrane Roofing
	07 62 00	Sheet Metal Flashing and Trim
	07 71 00	Roof Specialties
	07 72 00	Roof Accessories
	07 84 00	Firestopping
	07 92 00	Joint Sealants
DIV 08 – Openings		
	08 11 13	Hollow Metal Doors and Frames
	08 14 16	Flush Wood Doors
	08 31 00	Access Doors and Panels
	08 33 23	Overhead Coiling Doors
	08 35 10	Folding Panel Doors
	08 36 13	Sectional Doors
	08 43 13	Aluminum-Framed Storefronts
	08 44 13	Glazed Aluminum Curtain Walls
	08 45 00	Translucent Wall and Roof Assemblies
	08 71 00	Door Hardware
	08 80 00	Glazing
DIV 09 – Finishes		
	09 05 61	Common Work Results for Flooring Preparation
	09 21 16	Gypsum Board Assemblies
	09 30 00	Tiling
	09 51 00	Acoustical Ceilings
	09 65 00	Resilient Flooring
	09 65 66	Resilient Athletic Flooring
	09 68 14	Tile Carpeting
	09 72 00	Wall Coverings

	09 84 30	Acoustical Components
	09 91 23	Interior Painting
	09 93 00	Staining and Transparent Finishing
	09 96 00	High-Performance Coatings
DIV 10 – Specialties		
	10 11 00	Visual Display Units
	10 14 14	Exterior Site Signage
	10 21 13.19	Plastic (HDPE) Toilet Compartments
	10 22 19	Movable Walls
	10 26 00	Wall and Door Protection
	10 28 00	Toilet, Bath, and Laundry Accessories
	10 43 00	Emergency Aid Specialties
	10 44 00	Fire Protection Specialties
	10 44 33	Emergency Key Cabinets
	10 51 13	Metal Lockers
	10 51 23	Plastic-Laminate-Clad Lockers
	10 75 00	Flagpoles
DIV 11 – Equipment		
	11 30 13	Appliances
DIV 12 – Furnishing		
	12 24 00	Roller Window Shades
	12 36 00	Countertops
DIV 13 – Special Construction		
	13 24 16	Saunas
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	21 01 00	General Requirements for Fire Suppression
	21 10 00	Water-Based Fire-Suppression Systems
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	22 05 23	Valves for Plumbing
	22 07 20	Pipe Insulation for Plumbing
	22 11 16	Water Distribution Piping
	22 11 24	Domestic Water Pumps
	22 13 16	Drainage and Vent Piping
	22 13 19	Plumbing Specialties
	22 15 13	General Service Compressed Air Piping
	22 15 19	General Service Packaged Air Compressors and Receivers
	22 33 00	Electric Domestic Water Heaters
	22 40 00	Plumbing Fixtures
DIV 23 – Heating, Ventilating, and Air Conditioning (HVAC)		
	23 01 00	General Requirements for Mechanical Systems

23 05 00	Basic Mechanical Materials and Methods
23 05 05	Basic Mechanical Piping Materials and Methods
23 05 23	Valves for HVAC
23 05 93	Testing, Adjusting, and Balancing for HVAC
23 07 00	Duct Insulation
23 07 10	Equipment Insulation
23 07 20	Pipe Insulation for HVAC
23 09 00	HVAC Instrumentation and Controls
23 09 60	Variable Frequency Drives
23 09 93	Sequence of Operation for HVAC Controls
23 21 13	Hydronic Piping
23 21 15	Ground Loop Heat Pump Piping
23 21 16	Ground Loop Piping Flushing, Charging, and Hydrostatic Testing
23 21 23	Hydronic Pumps
23 25 00	HVAC Water Treatment
23 31 13	Ducts and Accessories
23 34 23	Power Ventilators
23 34 25	Air Destratification Fans
23 38 13	Commercial Kitchen Hoods
23 52 13	Electric Boilers
23 72 00	Air-To-Air Energy Recovery Units
23 81 26	Split-System Air Conditioning Units
23 81 46	Water Source Heat Pumps
23 82 19	Blower Coil Units
23 83 16	Radiant Heating Hydronic Piping
DIV 26 – Electrical	
26 01 00	General Electrical Requirements
26 01 99	Photovoltaic System
26 05 00	Basic Electrical Materials and Methods
26 05 36	Cable Trays
26 05 73	Coordination and Fault Current Study
26 05 74	Arc Flash Study
26 06 00	Grounding and Bonding
26 22 00	Dry-Type Transformers
26 24 16	Panelboards
26 27 26	Wiring Devices
26 28 16	Disconnect Switches and Circuit Breakers
26 41 13	Lightning Protection
26 43 13	Surge Protective Devices
26 51 00	Lighting

26 52 00	Lighting Control
26 81 00	Fire Alarm
DIV 27 – Communications	
27 01 00	General Communication Requirements
27 15 00	Communication Cabling Systems
27 41 35	Distributed Antenna System
27 51 00	Emergency Fire Alert System
27 51 23	Overhead Paging Systems
27 51 29	Emergency Responder Radio Coverage System
DIV 28 – Electronic Safety and Security	
28 01 00	General Security System Requirements
28 10 00	Integrated Security System
28 11 00	Security Cabling
28 13 00	Access Control
28 23 00	Video Surveillance
28 23 29	Video Intercom
29 01 00	General Audio-Visual Requirements
29 41 34	Audio Visual Systems
31 23 01	Excavation and Fill for Building Pads
32 33 00	Site Furnishings
32 80 00	Irrigation System
32 92 19	Seeding
32 92 23	Sodding
32 93 00	Plants
32 95 00	Biocell Infiltration System



SECTION 5

Project Schedule



Bondurant Emergency Services



ID	Task Name	Duration	Start	Finish	2023 M	M	Half 2, 2023 J	S	N	Half 1, 2024 J	M	M	Half 2, 2024 J	S	N	Half 1, 2025 J	M	M	Half 2, 2025 J	S	N	Half 1, 2026 J	M	M
0	Bondurant Emergency Services	629 days	Wed 5/24/23	Mon 11/10/25																				
1	Project Milestones	629 days	Wed 5/24/23	Mon 11/10/25																				
20	Construction Manager Selection	36 days	Wed 5/24/23	Fri 7/14/23																				
27	Design	256 days	Mon 7/17/23	Tue 7/16/24																				
50	Bidding Process	114 days	Mon 2/26/24	Mon 8/5/24																				
51	Electrical Prequal Process	42 days	Mon 2/26/24	Tue 4/23/24																				
52	Package 1 - Electrical Construction Bidding	12 days	Wed 4/24/24	Thu 5/9/24																				
53	Package 1 - Electrical Contract and City Approvals	19 days	Fri 5/10/24	Thu 6/6/24																				
54	Structure Prequal Process	30 days	Mon 4/1/24	Fri 5/10/24																				
55	Package 2 - Precast Bidding	17 days	Mon 5/13/24	Wed 6/5/24																				
56	Package 2 - Precast Contract and City Approvals	31 days	Thu 6/6/24	Fri 7/19/24																				
57	100% CD Prequal Process	18 days	Thu 5/30/24	Mon 6/24/24																				
58	Pre-Bid Meeting	1 day	Tue 7/2/24	Tue 7/2/24																				
59	Bid Questions Due	6 days	Wed 7/3/24	Thu 7/11/24																				
60	Package 3 - 100% CD's Bidding	18 days	Tue 6/25/24	Fri 7/19/24																				
61	Establish GMP	5 days	Mon 7/22/24	Fri 7/26/24																				
62	Package 3 - 100% CD's Approvals/GMP Approval	7 days	Mon 7/22/24	Tue 7/30/24																				
63	Council Approval of GMP	4 days	Wed 7/31/24	Mon 8/5/24																				
64	Procurement	296 days	Fri 6/7/24	Tue 8/5/25																				
65	Site	30 days	Tue 8/6/24	Tue 9/17/24																				
66	SWPPP	5 days	Tue 8/6/24	Mon 8/12/24																				
67	Rough Grading	30 days	Tue 8/6/24	Tue 9/17/24																				
68	Paving	30 days	Tue 8/6/24	Tue 9/17/24																				
69	Curb & Gutter	30 days	Tue 8/6/24	Tue 9/17/24																				
70	Site Furnishings & Markings	30 days	Tue 8/6/24	Tue 9/17/24																				



Bondurant Emergency Services



ID	Task Name	Duration	Start	Finish	2023 M	M	Half 2, 2023 J	S	N	Half 1, 2024 J	M	M	Half 2, 2024 J	S	N	Half 1, 2025 J	M	M	Half 2, 2025 J	S	N	Half 1, 2026 J	M	M
71	Landscaping	30 days	Tue 8/6/24	Tue 9/17/24									8/6		Landscaping									
72	Irrigation	30 days	Tue 8/6/24	Tue 9/17/24									8/6		Irrigation									
73	Site Lighting	30 days	Tue 8/6/24	Tue 9/17/24									8/6		Site Lighting									
74	Job Trailer	30 days	Tue 8/6/24	Tue 9/17/24									8/6		Job Trailer									
75	Site Utilities	30 days	Tue 8/6/24	Tue 9/17/24											Site Utilities									
76	Water	30 days	Tue 8/6/24	Tue 9/17/24									8/6		Water									
77	Sanitary	30 days	Tue 8/6/24	Tue 9/17/24									8/6		Sanitary									
78	Storm	30 days	Tue 8/6/24	Tue 9/17/24									8/6		Storm									
79	Foundation/Structure	75 days	Mon 7/22/24	Mon 11/4/24											Foundation/Structure									
80	Precast	75 days	Mon 7/22/24	Mon 11/4/24											Precast									
81	Submittal Development	25 days	Mon 7/22/24	Fri 8/23/24									7/22		Submittal Development									
82	Joint Contractor/Arch Submittal Review	10 days	Mon 8/26/24	Mon 9/9/24									8/26		Joint Contractor/Arch Submittal Review									
83	Mock Up Approval	10 days	Tue 9/10/24	Mon 9/23/24									9/10		Mock Up Approval									
84	Fabrication	30 days	Tue 9/24/24	Mon 11/4/24									9/24		Fabrication									
85	Anchor Bolts / Embeds	20 days	Mon 7/22/24	Fri 8/16/24									7/22		Anchor Bolts / Embeds									
86	Steel	15 wks	Mon 7/22/24	Mon 11/4/24									7/22		Steel									
87	Foundations	10 wks	Mon 7/22/24	Mon 9/30/24									7/22		Foundations									
88	CIP Concrete / Reinforcement	10 wks	Tue 8/6/24	Tue 10/15/24									8/6		CIP Concrete / Reinforcement									
89	Enclosure	50 days	Tue 8/6/24	Tue 10/15/24											Enclosure									
90	Curtainwall/Storefront	50 days	Tue 8/6/24	Tue 10/15/24									8/6		Curtainwall/Storefront									
91	Composite Metal Panels	50 days	Tue 8/6/24	Tue 10/15/24									8/6		Composite Metal Panels									
92	Windows	50 days	Tue 8/6/24	Tue 10/15/24									8/6		Windows									
93	Exterior Doors	50 days	Tue 8/6/24	Tue 10/15/24									8/6		Exterior Doors									
94	Overhead Doors	50 days	Tue 8/6/24	Tue 10/15/24									8/6		Overhead Doors									
95	Roofing	50 days	Tue 8/6/24	Tue 10/15/24									8/6		Roofing									



Bondurant Emergency Services



ID	Task Name	Duration	Start	Finish	2023 M	M	Half 2, 2023 J	S	N	Half 1, 2024 J	M	M	Half 2, 2024 J	S	N	Half 1, 2025 J	M	M	Half 2, 2025 J	S	N	Half 1, 2026 J	M	M
96	Interior Buildout	100 days	Tue 8/6/24	Thu 12/26/24																				
97	Light Gauge Framing	50 days	Tue 8/6/24	Tue 10/15/24									8/6											
98	Gypsum Board	50 days	Tue 8/6/24	Tue 10/15/24									8/6											
99	Doors & Hardware	50 days	Tue 8/6/24	Tue 10/15/24									8/6											
100	Ceilings	50 days	Tue 8/6/24	Tue 10/15/24									8/6											
101	Flooring	50 days	Tue 8/6/24	Tue 10/15/24									8/6											
102	Casework & Countertops	20 wks	Tue 8/6/24	Thu 12/26/24									8/6											
103	Paint	50 days	Tue 8/6/24	Tue 10/15/24									8/6											
104	Appliances	50 days	Tue 8/6/24	Tue 10/15/24									8/6											
105	Electrical	296 days	Fri 6/7/24	Tue 8/5/25																				
106	Switchgear	55 wks	Tue 7/9/24	Tue 8/5/25									7/9											
107	Generator	262 days	Fri 6/7/24	Tue 6/17/25																				
108	Submittal Development	31 days	Fri 6/7/24	Mon 7/22/24									6/7											
109	Ryan Review	1 day	Tue 7/23/24	Tue 7/23/24									7/23											
110	Designer Review	10 days	Wed 7/24/24	Tue 8/6/24									7/24											
111	Fab & Delivery	220 days	Wed 8/7/24	Tue 6/17/25									8/7											
112	Large Panels / Breakers (Early Procurement)	217 days	Fri 6/7/24	Mon 4/14/25																				
113	Submittal Development	31 days	Fri 6/7/24	Mon 7/22/24									6/7											
114	Ryan Review	1 day	Tue 7/23/24	Tue 7/23/24									7/23											
115	Designer Review	10 days	Wed 7/24/24	Tue 8/6/24									7/24											
116	Fab & Delivery	175 days	Wed 8/7/24	Mon 4/14/25									8/7											
117	Common Panels / Breakers	135 days	Tue 8/6/24	Fri 2/14/25																				
118	Submittal Development	25 days	Tue 8/6/24	Tue 9/10/24									8/6											
119	Ryan Review	10 days	Wed 9/11/24	Tue 9/24/24									9/11											
120	Designer Review	10 days	Wed 9/25/24	Tue 10/8/24									9/25											



Bondurant Emergency Services



ID	Task Name	Duration	Start	Finish	2023 M	M	Half 2, 2023 J	S	N	Half 1, 2024 J	M	M	Half 2, 2024 J	S	N	Half 1, 2025 J	M	M	Half 2, 2025 J	S	N	Half 1, 2026 J	M	M
121	Fab & Delivery	90 days	Wed 10/9/24	Fri 2/14/25	10/9  Fab & Delivery																			
122	Temp Panel	20 days	Tue 8/6/24	Tue 9/3/24	8/6  Temp Panel																			
123	Light Fixtures	40 days	Tue 8/6/24	Tue 10/1/24	8/6  Light Fixtures																			
124	Comm / Data	40 days	Tue 8/6/24	Tue 10/1/24	8/6  Comm / Data																			
125	Fire Alarm	40 days	Tue 8/6/24	Tue 10/1/24	8/6  Fire Alarm																			
126	Cx	40 days	Tue 8/6/24	Tue 10/1/24	8/6  Cx																			
127	Mechanical	200 days	Tue 8/6/24	Fri 5/16/25	 Mechanical																			
128	RTU's	40 wks	Tue 8/6/24	Fri 5/16/25	8/6  RTU's																			
129	Heat Pumps	30 wks	Tue 8/6/24	Fri 3/7/25	8/6  Heat Pumps																			
130	Geothermal	150 days	Tue 8/6/24	Fri 3/7/25	8/6  Geothermal																			
131	Controls	150 days	Tue 8/6/24	Fri 3/7/25	8/6  Controls																			
132	Cx	150 days	Tue 8/6/24	Fri 3/7/25	8/6  Cx																			
133	Plumbing	60 days	Tue 8/6/24	Tue 10/29/24	 Plumbing																			
134	Piping / Accessories	60 days	Tue 8/6/24	Tue 10/29/24	8/6  Piping / Accessories																			
135	Sanitary Sewer Systems	60 days	Tue 8/6/24	Tue 10/29/24	8/6  Sanitary Sewer Systems																			
136	Domestic Water Systems	60 days	Tue 8/6/24	Tue 10/29/24	8/6  Domestic Water Systems																			
137	Plumbing Fixtures	60 days	Tue 8/6/24	Tue 10/29/24	8/6  Plumbing Fixtures																			
138	Fire Sprinkler	60 days	Tue 8/6/24	Tue 10/29/24	8/6  Fire Sprinkler																			
139	Specialties	80 days	Tue 8/6/24	Tue 11/26/24	8/6  Specialties																			
140	MEP Systems	16 wks	Tue 8/6/24	Tue 11/26/24	8/6  MEP Systems																			
141	Construction	316 days	Thu 8/15/24	Mon 11/10/25	 Construction																			
142	Sitework	51 days	Thu 8/15/24	Fri 10/25/24	 Sitework																			
143	Site Security / Fencing / Mobilization / Staking	8 days	Thu 8/15/24	Mon 8/26/24	8/15  Site Security / Fencing / Mobilization / Staking																			
144	Building pad/Paved Areas	10 days	Tue 8/27/24	Tue 9/10/24	8/27  Building pad/Paved Areas																			
145	Rock Pad/Staging Areas	3 days	Wed 9/11/24	Fri 9/13/24	9/11  Rock Pad/Staging Areas																			



Bondurant Emergency Services



ID	Task Name	Duration	Start	Finish	2023 M	M	Half 2, 2023 J	S	N	Half 1, 2024 J	M	M	Half 2, 2024 J	S	N	Half 1, 2025 J	M	M	Half 2, 2025 J	S	N	Half 1, 2026 J	M	M
146	Temporary Power	3 days	Mon 9/16/24	Wed 9/18/24																				
147	Mobilize Trailers	1 day	Thu 9/19/24	Thu 9/19/24																				
148	Mass Grading	10 days	Mon 9/16/24	Fri 9/27/24																				
149	Utilities	20 days	Mon 9/30/24	Fri 10/25/24																				
150	Building Layout	2 days	Mon 9/30/24	Tue 10/1/24																				
151	Structure and Enclosure	160 days	Wed 10/2/24	Fri 5/16/25																				
152	Tie Rebar Mats/Gradebeams	5 days	Wed 10/2/24	Tue 10/8/24																				
153	Perimeter Foundations	15 days	Wed 10/9/24	Tue 10/29/24																				
154	Interior Foundations	5 days	Wed 10/30/24	Tue 11/5/24																				
155	Precast	15 days	Wed 11/6/24	Tue 11/26/24																				
156	Structural Steel	25 days	Wed 11/27/24	Fri 1/3/25																				
157	Exterior Wall Framing	20 days	Mon 1/6/25	Fri 1/31/25																				
158	Roof Curbs	2 days	Mon 1/6/25	Tue 1/7/25																				
159	Roof Hatch	4 days	Mon 1/6/25	Thu 1/9/25																				
160	Roof Blocking	5 days	Mon 2/3/25	Fri 2/7/25																				
161	Roofing	20 days	Mon 2/10/25	Fri 3/7/25																				
162	Exterior Windows/Doors	20 days	Mon 1/6/25	Fri 1/31/25																				
163	Exterior Sheathing	10 days	Mon 2/3/25	Fri 2/14/25																				
164	Air Barrier	25 days	Mon 3/3/25	Fri 4/4/25																				
165	Metal and Wood Paneling	30 days	Mon 4/7/25	Fri 5/16/25																				
166	Interior Improvements	208 days	Fri 12/27/24	Mon 10/20/25																				
167	Temporary Enclosure	10 days	Fri 12/27/24	Fri 1/10/25																				
168	Temporary Heating	10 days	Mon 1/13/25	Fri 1/24/25																				
169	Underground Rough-Ins	15 days	Mon 1/27/25	Fri 2/14/25																				
170	Trench Drains	5 days	Mon 2/17/25	Fri 2/21/25																				



Bondurant Emergency Services



ID	Task Name	Duration	Start	Finish	2023 M	M	Half 2, 2023 J	S	N	Half 1, 2024 J	M	M	Half 2, 2024 J	S	N	Half 1, 2025 J	M	M	Half 2, 2025 J	S	N	Half 1, 2026 J	M	M
171	Interior Slabs	20 days	Mon 2/24/25	Fri 3/21/25												2/24  Interior Slabs								
172	CMU	5 days	Thu 3/27/25	Wed 4/2/25												3/27  CMU								
173	Pour Raised Pads	5 days	Thu 4/3/25	Wed 4/9/25												4/3  Pour Raised Pads								
174	Interior Framing	15 days	Mon 3/24/25	Fri 4/11/25												3/24  Interior Framing								
175	HM Door Frames	5 days	Mon 4/14/25	Fri 4/18/25												4/14  HM Door Frames								
176	Above Ceiling MEP	20 days	Mon 3/24/25	Fri 4/18/25												3/24  Above Ceiling MEP								
177	In Wall Roughins	20 days	Mon 4/14/25	Fri 5/9/25												4/14  In Wall Roughins								
178	Frame Hardlids	5 days	Mon 4/21/25	Fri 4/25/25												4/21  Frame Hardlids								
179	Hardlid Roughins	5 days	Mon 4/28/25	Fri 5/2/25												4/28  Hardlid Roughins								
180	In wall/Hardlid Inspections	1 day	Mon 5/12/25	Mon 5/12/25												5/12  In wall/Hardlid Inspections								
181	Sheetrock/Tape/Sand	15 days	Tue 5/13/25	Tue 6/3/25												5/13  Sheetrock/Tape/Sand								
182	Prime Paint	5 days	Wed 6/4/25	Tue 6/10/25												6/4  Prime Paint								
183	Paint Electric/Water Room	2 days	Wed 6/4/25	Thu 6/5/25												6/4  Paint Electric/Water Room								
184	Panels	20 days	Fri 6/6/25	Thu 7/3/25												6/6  Panels								
185	Water Room Equipment	20 days	Fri 6/6/25	Thu 7/3/25												6/6  Water Room Equipment								
186	HVAC Equipment	20 days	Fri 6/6/25	Thu 7/3/25												6/6  HVAC Equipment								
187	Polished Concrete	10 days	Wed 6/4/25	Tue 6/17/25												6/4  Polished Concrete								
188	Polished Concrete Protection	3 days	Wed 6/18/25	Fri 6/20/25												6/18  Polished Concrete Protection								
189	Restroom Tile	15 days	Wed 6/11/25	Tue 7/1/25												6/11  Restroom Tile								
190	Restroom Fixtures	10 days	Wed 7/2/25	Wed 7/16/25												7/2  Restroom Fixtures								
191	Restroom Part./Accessories	10 days	Thu 7/17/25	Wed 7/30/25												7/17  Restroom Part./Accessories								
192	ACT Ceiling Grid and Border Tile	15 days	Wed 6/11/25	Tue 7/1/25												6/11  ACT Ceiling Grid and Border Tile								
193	Felt Ceilings	10 days	Wed 7/2/25	Wed 7/16/25												7/2  Felt Ceilings								
194	ACT Ceiling Devices	15 days	Wed 7/2/25	Wed 7/23/25												7/2  ACT Ceiling Devices								
195	Felt Ceiling Devices/Trim	10 days	Thu 7/17/25	Wed 7/30/25												7/17  Felt Ceiling Devices/Trim								



Bondurant Emergency Services



ID	Task Name	Duration	Start	Finish	2023 M	M	Half 2, 2023 J	S	N	Half 1, 2024 J	M	M	Half 2, 2024 J	S	N	Half 1, 2025 J	M	M	Half 2, 2025 J	S	N	Half 1, 2026 J	M	M	
196	Above Ceiling Inspections	2 days	Thu 7/24/25	Fri 7/25/25																					
197	Above Felt Ceiling Inspection	2 days	Thu 7/17/25	Fri 7/18/25																					7/24 Above Ceiling Inspections
198	Drop Ceiling Tile	10 days	Mon 7/28/25	Fri 8/8/25																					7/17 Above Felt Ceiling Inspection
199	Millwork / Casework	20 days	Mon 7/28/25	Fri 8/22/25																					7/28 ■ Drop Ceiling Tile
200	Final Paint	7 days	Thu 7/17/25	Fri 7/25/25																					7/28 ■ Millwork / Casework
201	Trimouts	15 days	Mon 7/28/25	Fri 8/15/25																					7/17 ■ Final Paint
202	Flooring	10 days	Mon 8/18/25	Fri 8/29/25																					7/28 ■ Trimouts
203	Doors/Hardware	10 days	Tue 9/2/25	Mon 9/15/25																					8/18 ■ Flooring
204	Furniture	10 days	Tue 9/16/25	Mon 9/29/25																					9/2 ■ Doors/Hardware
205	Final Clean	10 days	Tue 9/30/25	Mon 10/13/25																					9/16 ■ Furniture
206	Punch	5 days	Tue 10/14/25	Mon 10/20/25																					9/30 ■ Final Clean
207	Switchgear	10 days	Wed 8/6/25	Tue 8/19/25																					10/14 ■ Punch
208	Energize Electrical Systems	15 days	Wed 8/20/25	Wed 9/10/25																					8/6 ■ Switchgear
209	Building Testing and Inspections	15 days	Thu 9/11/25	Wed 10/1/25																					8/20 ■ Energize Electrical Systems
210	Exterior Improvements	90 days	Mon 5/19/25	Wed 9/24/25																					9/11 ■ Building Testing and Inspect
211	Geothermal Wells	25 days	Mon 5/19/25	Mon 6/23/25																					↔ Exterior Improvements
212	Site Paving	30 days	Tue 6/24/25	Tue 8/5/25																					5/19 ■ Geothermal Wells
213	Sidewalks	10 days	Wed 8/6/25	Tue 8/19/25																					6/24 ■ Site Paving
214	Site Lighting	7 days	Wed 8/6/25	Thu 8/14/25																					8/6 ■ Sidewalks
215	Finish Grading	5 days	Wed 8/20/25	Tue 8/26/25																					8/6 ■ Site Lighting
216	Landscaping	20 days	Wed 8/27/25	Wed 9/24/25	8/20 ■ Finish Grading																				
217	Turnover	15 days	Mon 10/20/25	Mon 11/10/25	8/27 ■ Landscaping																				
218	Substantial Completion	0 days	Mon 10/20/25	Mon 10/20/25	↔ Turnover																				
219	Fire Fighter Move-In	15 days	Tue 10/21/25	Mon 11/10/25	10/20 ◆ Substantial Completion																				
220	Final Completion	0 days	Mon 11/10/25	Mon 11/10/25	10/21 ■ Fire Fighter Move-In																				



SECTION 6

Site Logistics Plan



Gate 2 - Entrance and Drive on ESF Parcel Constructed Spring of 2025

Road Closed Sign - Construction Traffic Only

Earthwork Equipment Path

Topsoil Stockpile

Portable Toilets

Laydown Area

Crane Path for Structure Erection

Transformer

Temp Power Feed

Exterior Facade Access Route

Primary Entrance

Gate 1

Contractor Parking

Main Truck Entrance

Security Camera

Dumpsters

Water and Sanitary Connections

Entrance 3

Main Truck Exit

Trailer Yard

Road Closed Sign



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 31st day of July in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 31st day of July in the year 2024 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Bondurant Emergency Services Facility
500 Campus Drive SE
Bondurant, Iowa 50035

THE OWNER:
(Name, legal status, and address)

City of Bondurant
200 2nd Street NE, Box 37
Bondurant, IA 50035

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Ryan Companies US, Inc.
111 East Grand Avenue, Suite #200
Des Moines, IA 50309

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Sixteen Million, Four Hundred and Seventeen Thousand, Five Hundred and Eighty Two Dollars (\$ 16,417,582.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

Direct Cost of Work (excluding allowances): \$13,021,795

Alternate #1 – Roof Photovoltaic Array: \$219,778

Allowances: \$286,000

General Conditions / General Requirements: \$1,768,991

Construction Contingency: \$449,904

Software: \$31,053

General Liability Insurance: \$186,320

Construction Manager Fee: \$354,241

Payment & Performance Bond: \$99,500

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
#1 - Roof Photovoltaic Array	\$219,778.00

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
#2 – Add Temporary Access Road	\$117,984.00	This alternate will be required to provide adequate access to the jobsite, if the new public road to the North of the project site is not completed prior to commencement of sitework.

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item
None

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

August 15th, 2024

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] By the following date: October 1st, 2025

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work
None

Substantial Completion Date
Not Applicable

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document

GMP Deliverable dated
July 31, 2024
(Attachment #1)

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

As noted in Section 4 – GMP Documents of the GMP Deliverable

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

As noted in Section 4 – GMP Documents of the GMP Deliverable

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

(Row deleted)

Not applicable.

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

(Row deleted)

As noted in Section 2 – Clarifications of
the GMP Deliverable

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

As noted in Section 3 – Scope & Services Matrix of the GMP Deliverable

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Office & Field Billing Rates (Attachment #2)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information)

Bid Package	Scope	Bidder
1	Electrical Equipment	Kline Electric
2	Precast Materials	Advanced Precast Company
3	Steel Fabrication	TSF Structures
4	Precast & Steel Erection	Henkel Construction
5	Building Concrete	Smart Concrete Solutions LLC
6	Masonry	Seedorff Masonry
7	General Construction	Core Construction Services
8	Roofing	Central States Roofing
9	Overhead Doors	Skold Door & Floor Company, Inc.
10	Glass, Glazing & Translucent Wall Assemblies	Elite Glass & Metal
11	Framing, Drywall & Ceilings	Performance Contracting, Inc.

Init.

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User Notes:

(1229876087)

12	Flooring	Ideal Floors Inc.
13	Painting & Wallcoverings	Jarnagin Painting, Inc.
14	Signage	See allowances
15	Appliances	See allowances
16	Fire Protection	Fire Protection Professionals, LLC
17	HVAC	Brockway Mechanical and Roofing
18	Geothermal	Thorpe Contracting LLC
19	Plumbing	Dickerson Mechanical
20	Electrical, Communications, Safety & Security	Van Maanen Electric
21	Earthwork	Sandstone Management Ltd
22	Site Concrete	Jordison
23	Landscaping & Irrigation	See allowances
24	Site Utilities	Sandstone Management Ltd

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Doug Elrod Mayor
(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Matt Hillis Vice President of Construction
(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:55:05 ET on 07/31/2024.

PAGE 1

This Amendment dated the 31st day of July in the year 2024, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 31st day of July in the year 2024 (the "Agreement")

...

(Name and address or location)

Bondurant Emergency Services Facility
500 Campus Drive SE
Bondurant, Iowa 50035

...

City of Bondurant
200 2nd Street NE, Box 37
Bondurant, IA 50035

...

Ryan Companies US, Inc.
111 East Grand Avenue, Suite #200
Des Moines, IA 50309

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Sixteen Million, Four Hundred and Seventeen Thousand, Five Hundred and Eighty Two Dollars (\$ 16,417,582.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

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Allowances: \$286,000
General Conditions / General Requirements: \$1,768,991
Construction Contingency: \$449,904
Software: \$31,053
General Liability Insurance: \$186,320
Construction Manager Fee: \$354,241
Payment & Performance Bond: \$99,500

...

#1 - Roof Photovoltaic Array

\$219,778.00

...

#2 – Add Temporary Access Road

\$117,984.00

This alternate will be required to provide adequate access to the jobsite, if the new public road to the North of the project site is not completed prior to commencement of sitework.

...

Item	Units and Limitations	Price per Unit (\$0.00)
<u>None</u>		

PAGE 3

☐ The date of execution of this Amendment.

☒ Established as follows:

...

August 15th, 2024

...

☐ Not later than () calendar days from the date of commencement of the Work.

☒ By the following date: October 1st, 2025

...

None

Not Applicable

...

Document	Title	Date	Pages
<u>GMP Deliverable dated July 31, 2024 (Attachment #1)</u>			

...

As noted in Section 4 – GMP Documents of the GMP Deliverable

Section	Title	Date	Pages
---------	-------	------	-------

...

(Either list the Drawings here, or refer to an exhibit attached to this ~~Amendment.~~Amendmen

Number	Title	Date
...		
	Title	Date
		Pages

Not applicable.

...

Item Price

As noted in Section 2 – Clarifications of the GMP Deliverable

...

As noted in Section 3 – Scope & Services Matrix of the GMP Deliverable

...

Office & Field Billing Rates (Attachment #2)

...

(List name, discipline, address, and other information.)information

Bid Package	Scope	Bidder
<u>1</u>	<u>Electrical Equipment</u>	<u>Kline Electric</u>
<u>2</u>	<u>Precast Materials</u>	<u>Advanced Precast Company</u>
<u>3</u>	<u>Steel Fabrication</u>	<u>TSF Structures</u>
<u>4</u>	<u>Precast & Steel Erection</u>	<u>Henkel Construction</u>
<u>5</u>	<u>Building Concrete</u>	<u>Smart Concrete Solutions LLC</u>
<u>6</u>	<u>Masonry</u>	<u>Seedorff Masonry</u>
<u>7</u>	<u>General Construction</u>	<u>Core Construction Services</u>
<u>8</u>	<u>Roofing</u>	<u>Central States Roofing</u>
<u>9</u>	<u>Overhead Doors</u>	<u>Skold Door & Floor Company, Inc.</u>
<u>10</u>	<u>Glass, Glazing & Translucent Wall Assemblies</u>	<u>Elite Glass & Metal</u>
<u>11</u>	<u>Framing, Drywall & Ceilings</u>	<u>Performance Contracting, Inc.</u>
<u>12</u>	<u>Flooring</u>	<u>Ideal Floors Inc.</u>
<u>13</u>	<u>Painting & Wallcoverings</u>	<u>Jarnagin Painting, Inc.</u>
<u>14</u>	<u>Signage</u>	<u>See allowances</u>
<u>15</u>	<u>Appliances</u>	<u>See allowances</u>
<u>16</u>	<u>Fire Protection</u>	<u>Fire Protection Professionals, LLC</u>
<u>17</u>	<u>HVAC</u>	<u>Brockway Mechanical and Roofing</u>
<u>18</u>	<u>Geothermal</u>	<u>Thorpe Contracting LLC</u>
<u>19</u>	<u>Plumbing</u>	<u>Dickerson Mechanical</u>
<u>20</u>	<u>Electrical, Communications, Safety & Security</u>	<u>Van Maanen Electric</u>
<u>21</u>	<u>Earthwork</u>	<u>Sandstone Management Ltd</u>

<u>22</u>	<u>Site Concrete</u>	<u>Jordison</u>
<u>23</u>	<u>Landscaping & Irrigation</u>	<u>See allowances</u>
<u>24</u>	<u>Site Utilities</u>	<u>Sandstone Management Ltd</u>

PAGE 5

Doug Elrod Mayor

Matt Hillis Vice President of Construction



Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kerry Nelsen, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:55:05 ET on 07/31/2024 under Order No. 4104251064 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

Attachment #2

Des Moines, IA - Field Labor Billing Rates

Field Managers Effective Mar 1, 2024 - Feb 28, 2025		Union Craft Workers Effective May 1, 2024 - April 30, 2025	
CLASSIFICATION	STRAIGHT TIME	TIME AND 1/2 RATE	DOUBLE TIME RATE
Regional Field Coordinator	176.69	0.00	0.00
Field Coordinator	176.69	0.00	0.00
Assistant Field Coordinator	176.69	0.00	0.00
Field Ops Manager	176.69	0.00	0.00
Corp Safety Director	154.32	0.00	0.00
Project Scheduler	0.00	0.00	0.00
Field Engineer	76.97	0.00	0.00
Field Engineer (out of Town)	82.72	0.00	0.00
Field Engineer - Intern	49.61	63.68	77.74
Field Trainer	0.00	0.00	0.00
Senior Superintendent	136.79	0.00	0.00
Senior Superintendent (out of town)	152.17	0.00	0.00
Superintendent	122.79	0.00	0.00
Superintendent (out of town)	137.88	0.00	0.00
Concrete Superintendent	118.20	0.00	0.00
Assistant Superintendent	102.96	0.00	0.00
Assistant Superintendent (out of town)	118.05	141.87	170.93
General Carpenter Foreman	82.19	107.52	132.85
Carpenter Foreman	80.03	104.66	129.29
Lead Carpenter	76.79	100.38	123.98
Carpenter	75.71	98.94	122.18
Carpenter Apprentice	70.84	92.38	114.45
Senior Labor Foreman	69.22	90.51	111.80
Labor Foreman	68.68	89.60	110.53
Lead Laborer	66.52	87.09	107.65
Laborer	65.97	86.17	106.37
Cement Mason Foreman	78.95	100.95	122.96
Cement Mason	70.56	91.25	111.94
Cement Mason Assistant Superintendent	87.93	110.91	137.23
Yard Manager/Truck Operator (includes truck)	89.59	0.00	0.00

The above field labor rates include all taxes, insurance, union fringe benefits, communication tools, other company provided welfare benefits and auto expenses (with the exception of gasoline purchases)

Field labor rates are updated annually. Updated rates will be added to the contract via a mutually agreed to change order.

Attachment #2

Des Moines, IA - Office Staff Billing Rates

Effective March 1, 2024 - February 28, 2025

CLASSIFICATION	STRAIGHT TIME	TIME AND 1/2 RATE	DOUBLE TIME RATE
VP Construction	\$265.00	NA	NA
VP Preconstruction	\$313.00	NA	NA
Director, Construction	\$220.00	NA	NA
Director, Preconstruction	\$263.00	NA	NA
Director, Estimating	\$263.00	NA	NA
Sr Project Executive	\$215.00	NA	NA
Project Executive	\$205.00	NA	NA
Sr Preconstruction Executive	\$263.00	NA	NA
Preconstruction Executive	\$236.00	NA	NA
Sr Project Manager I	\$168.00	NA	NA
Project Manager II	\$145.00	NA	NA
Project Manager I	\$128.00	NA	NA
Sr Project Engineer	\$110.00	NA	NA
Precon Engineer	\$121.00	NA	NA
Project Engineer	\$102.00	NA	NA
Sr Precon Manager	\$205.00	NA	NA
Sr Precon Engineer	\$110.00	NA	NA
Sr Estimator	\$194.00	NA	NA
Precon Manager II	\$154.00	NA	NA
Precon Manager I	\$133.00	NA	NA
Estimator II	\$152.00	NA	NA
Estimator I	\$132.00	NA	NA
Virtual Const Coord	\$104.00	NA	NA
Sr Virtual Const Coord	\$120.00	NA	NA
VDC Manager II	\$160.00	NA	NA
VDC Manager I	\$151.00	NA	NA
Sr VDC Manager	\$183.00	NA	NA
Multimedia Designer II	\$110.00	NA	NA
Multimedia Designer I	\$102.00	NA	NA
Sr Multimedia Designer	\$120.00	NA	NA
Multimedia Manager	\$132.00	NA	NA
Sr Multimedia Manager	\$145.00	NA	NA
Creative Director	\$185.00	NA	NA
Virtual Const Director	\$200.00	NA	NA
Project Intern	\$50.00	NA	NA
Sr Project Coordinator	\$92.00	NA	NA
Project Coordinator II	\$86.00	NA	NA
Project Coordinator I	\$82.00	NA	NA
Computational Design	\$195.00	NA	NA
Sr Sustainability Design Mgr	\$210.00	NA	NA
LEED Administrator	\$150.00	NA	NA
Legal	\$300.00	NA	NA
Mechanical Solutions Manager	\$205.00	NA	NA
Environmental	\$205.00	NA	NA
Site Specialist	\$205.00	NA	NA
Building Engineer	\$165.00	NA	NA
Marketing / Communications / PR / VDC Animations	\$110.00	NA	NA
IT	\$99.00	NA	NA
Accounting	\$99.00	NA	NA
Inclusion specialist	\$115.00	NA	NA

Office labor rates are updated annually. Updated rates will be added to the contract via a mutually agreed to change order.



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 7.a.
For Meeting of 8/5/2024
Public Hearing

TITLE: Public Hearing regarding a rezoning from the Agricultural (A-1) District to the Medium Density Residential (R-2) District and the Transitional Commercial (C-1) District on Parcel 8023-25-200-011 and a portion of property at 8023-25-200-010

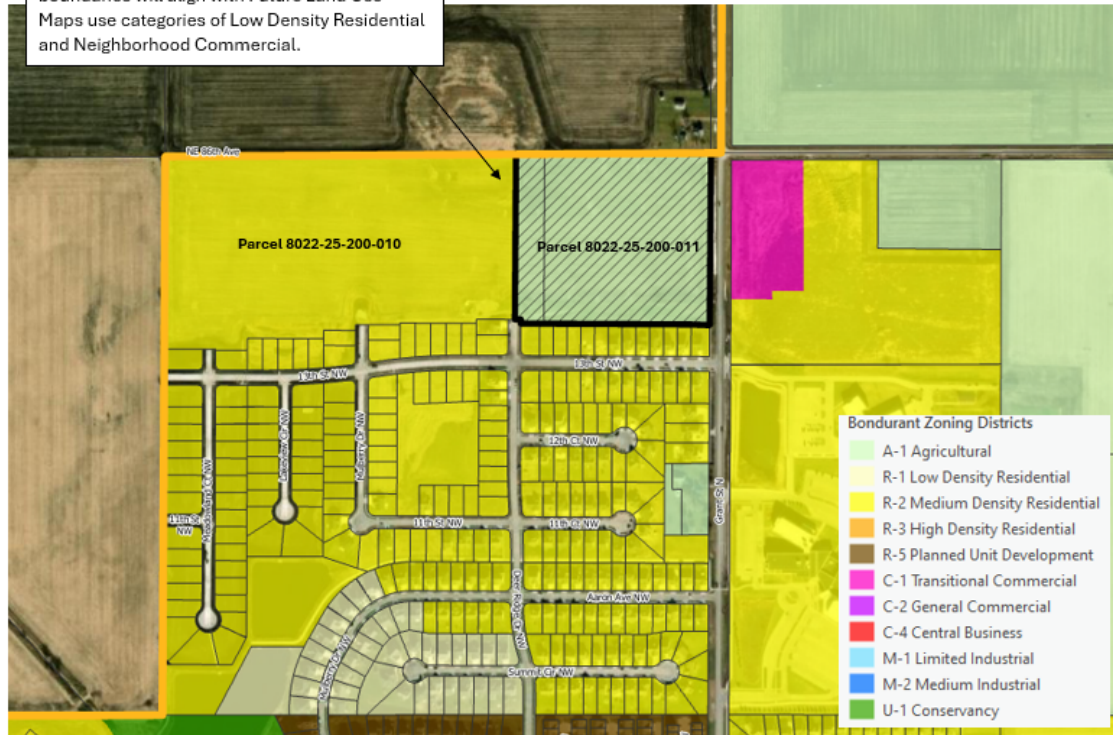
CONTACT PERSON:

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

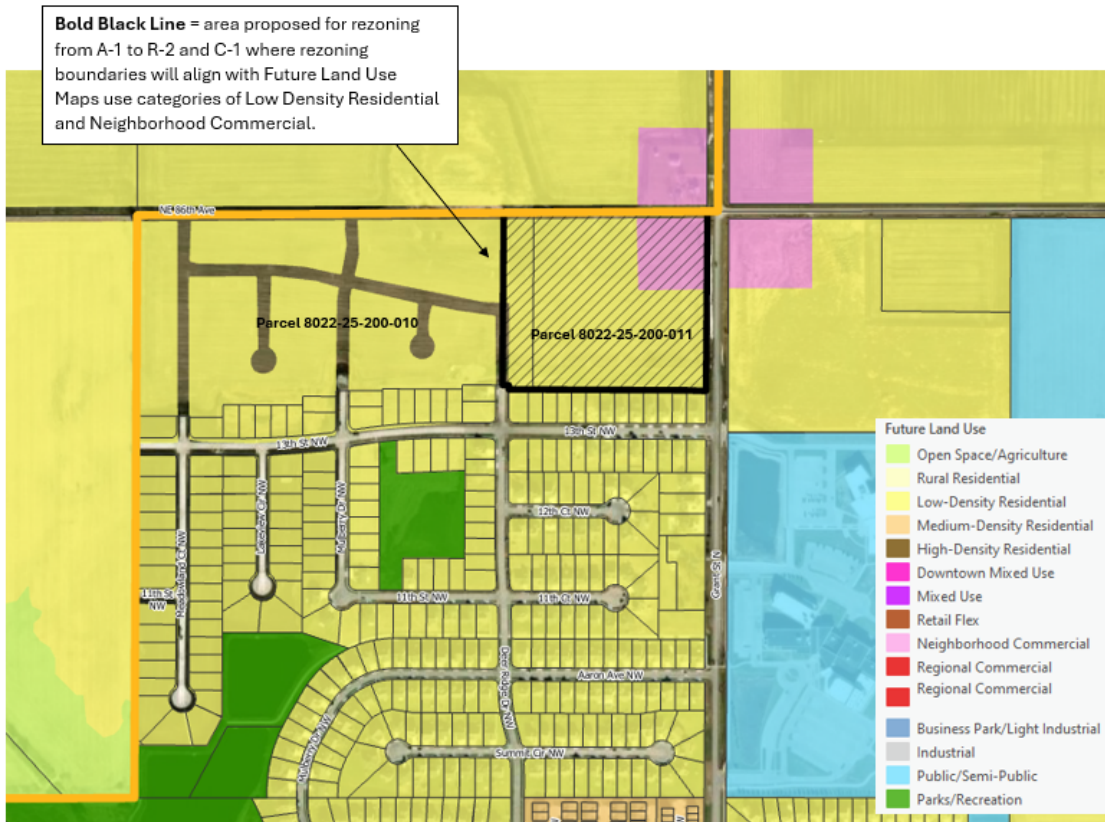
BRIEF HISTORY & ANALYSIS: The City is in receipt of a rezoning request to establish zoning consistent with the Building Bondurant Comprehensive Plan's Future Land Use Map for all of [Parcel 8023-25-200-011](#) and the portion of [Parcel 8023-25-200-010](#) not currently zoned as being within the Medium Density Residential (R-2) District. These rezoning areas are currently situated as being within the City's Agricultural (A-1) District as a result of when they were annexed into Bondurant's city limits in 2020. The request is that Parcel 8023-25-200-011 be rezoned from the A-1 District to the Transitional Commercial (C-1) District at its northeastern portion consistent with where the Future Land Use Map identifies a use designation of Neighborhood Commercial, and the remaining portion of the parcel be rezoned from the A-1 District to the Medium Density Residential (R-2) District in areas where the Future Land Use Map identifies a use designation of Low Density Residential. The request is also that the portion of Parcel 8022-25-200-010 currently zoned A-1 be rezoned to the Medium Density Residential (R-2) District.

Current Area Existing Zoning Map:

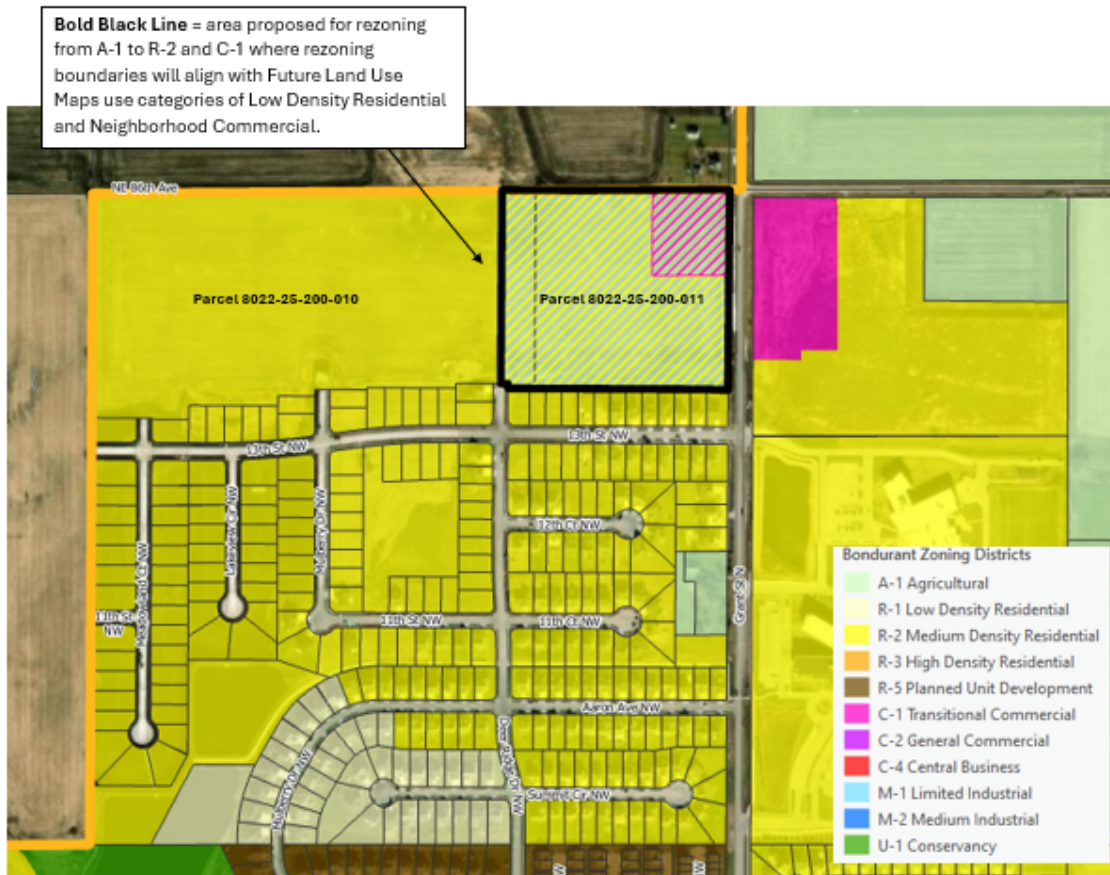
Bold Black Line = area proposed for rezoning from A-1 to R-2 and C-1 where rezoning boundaries will align with Future Land Use Maps use categories of Low Density Residential and Neighborhood Commercial.



Area Future Land Use Map:



Proposed Area Zoning Map (if rezoning ordinance approved):



This area proposed for rezoning is located north of Sankey Summit Plats 2 and 3. The owner of the preliminary plat area is Ethel C Sankey Trust. The rezoning request applicants are Noah Wendt, realtor on behalf of the trust, and Sandra Miller, a trustee. There are no current plans to develop the parcels in question, however this area is located within the Sankey Summit Phase 2 Preliminary Plat that was approved by the City Council on May 4, 2020.

The R-2 District allows for low-density residential as regulated by Section 178.03 of the Zoning Code, which currently exists to the south in Sankey Summit Plats 2 and 3. The C-1 District, as regulated by Section 178.07 of the Zoning Code, allows for low-intensity retail commercial, office commercial uses, and medical office commercial uses. The requested C-1 District area sits approximately 465' north of the existing homes along 13th Street NW. If the C-1 District is developed in the future, this commercial development will need to install a Type B Screen, as regulated by Chapter 179 of the Zoning Code, to help screen this commercial use from the future residential development around it.

When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: Comprehensive Plan, Consistency with the Zoning Code, Spot Zoning, and Public Input.

Comprehensive Plan

As previously noted, the requested R-2 and C-1 District areas align with what is identified in the Building Bondurant Comprehensive Plan's Future Land Use Map.

Consistency with the Zoning Code

Zoning Code consistency will be evaluated in further detail if/when development within the rezoning area is proposed. The eventual uses must be permitted uses of the R-2 and the C-1 District, depending on the area proposed for development.

Spot Zoning

To determine whether illegal spot zoning has occurred, the courts consider the rezoning takes into account the following:

1. The characteristics of the property;
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).

It does not appear that spot zoning will exist if this rezoning request is approved, as the requested rezoning areas will match their respective future land use designations as shown in the 2022 Building Bondurant Comprehensive Plan's Future Land Use Map.

Public Input

As required by the City's Zoning Ordinance, letters were sent to property owners within 200' of the proposed rezoning area notifying them of the requested rezoning. No formal written petition against the proposed change, as prescribed by Section 414.5 of the Iowa Code, has been filed with the City Clerk.

The Planning & Zoning Commission held their required public hearing on July 11, 2024; below is a summary of the neighbor comments received during this meeting:

- **Susan Metz, 205 13th Street NE** - expressed concerns about additional traffic generated on Grant Street N. Also asked the City to consider installing a traffic signal at the intersection of Grant Street N and NE 86th Avenue if 86th Avenue is ever extended to the west.
- **Mark Dornbusch, 116 13th Street NE** - expressed concern about added traffic to the area as well as the type of development the rezoning would bring. He was concerned with the possibility of apartment buildings and large warehouse buildings being constructed on this property.
- **Doug Covert, 112 13th Street NE** - expressed concern about added traffic to area as well as the type of development the rezoning would bring. He preferred no development take place but expressed he was happy to learn it would likely be single-family residential development and not apartments.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning & Zoning Commission held their public hearing and voted on this rezoning during their July 11, 2024 meeting, with a 5-1 vote for recommended City Council approval. Hold the public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Rezoning Request Application



City of Bondurant
 Planning & Community Development
 200 2nd St NE, Bondurant, Iowa 50035
 (515) 967-2418 • planning@cityofbondurant.com

REZONING APPLICATION

Property Owner

Name Ethel C. Sawyer Trust
 Address 1841 Ashworth Rd
 City West Des Moines State IA Zip 50265
 Phone 515-201-8031 Email NA

Applicant (if not Property Owner)

Name _____
 Address _____
 City _____ State _____ Zip _____
 Phone _____ Email _____

Submittal Requirements:

All submittal requirements must be completed. Incomplete applications will not be considered.

Property Address or Parcel ID Number:

231/00021-632-000 and 231/00072-330-000

☒ Application filing fee (**online payment** or by check)

☒ Written narrative summarizing reason for rezoning request

Current Zoning District: A-4 Requested Zoning District: Neighborhood Commercial

☒ Map showing area requested for rezoning

☒ Legal description of requested rezoning area

Land area (measured in SF or acres) requested for rezoning: 16.5

☐ NA Only if seeking an R-5 designation—a Planned Unit Development Conceptual Plan as regulated by **Section 178.06 of the Zoning Code**

☒ Rezoning Application Attachment A, which is a notarized petition representing approval of at least 50% of the ownership interests in the property subject to rezoning

A site plan may also be required if determined applicable by the Planning & Community Development Director

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Bondurant, and have submitted all the required information which is accurate, true, and correct.

Signature

Danclma Priester Swetee

Date

6-25-24

Rezoning Application Overview. A rezoning application is a request to change the zoning district designation on land within the City of Bondurant. A rezoning is an amendment to the City's Zoning Map, which is part of the Zoning Ordinance. Rezoning ordinances are considered by City Council after a recommendation is made by the Planning & Zoning Commission.

How to Apply. Please submit application and attachments electronically to planning@cityofbondurant.com or drop off/mail to City Hall at 200 2nd Street NE, POB 37, Bondurant, IA 50035.

Application Filing Fee Notes. \$100 for the first acre + \$5 for each additional acre for a residential district request. \$120 for the first acre + \$10 for each additional acre for non residential district request.

FOR OFFICE USE ONLY

Received Date

Case No.

Attachment A of Rezoning Application

(Must be notarized and signed by at least 50% of the ownership interests in the property requested for rezoning)

I/We, the undersigned, am/are the property owner(s) of:

Parcel # 231/00021-632-000
Parcel # 231/00072-330-000

I/We declare that a zoning change from the Agriculture Zoning District to the Neighborhood Commercial Zoning District is requested.

PROPERTY OWNER NAME	PROPERTY OWNER SIGNATURE	DATE SIGNED
<u>Ethel & Sankey T.</u>	<u>Sandra Miller</u>	
<u>Trust</u>	<u>Trustee</u>	<u>6-25-24</u>

State of Iowa Iowa
County of Story

Sworn to (or affirmed) and subscribed before me on this 25 day of June of 2024, by Noah Wendt, who is personally known or produced Iowa License as identification.

Noah Wendt

Signature

(seal)



Noah Wendt
Printed Name of Notary

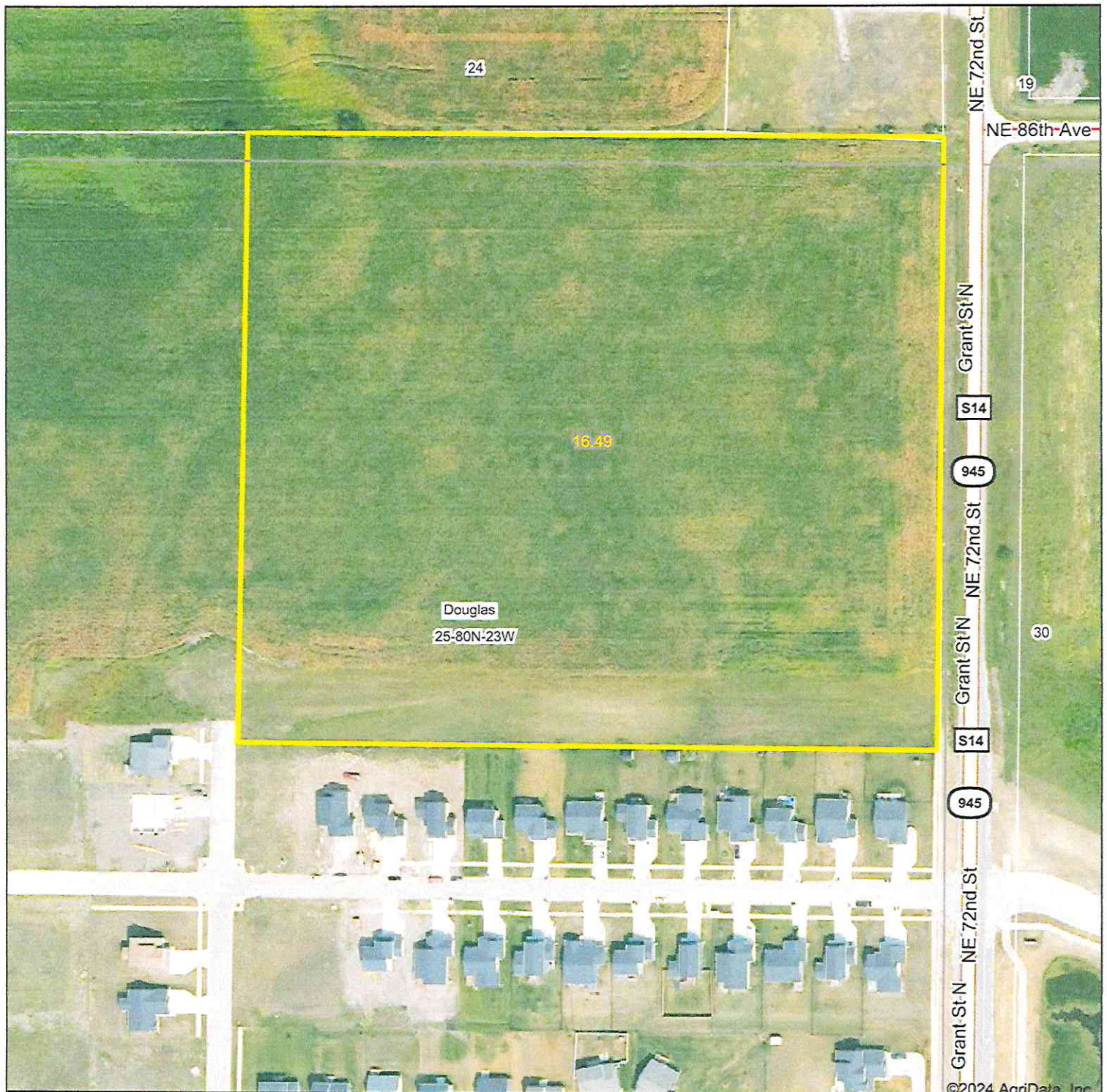
Written Narrative for rezoning request of **Ethel C Sankey Trust Property**

In preparation to market the Ethel C Sankey Trust Property on the North side of Bondurant Sandra Miller, trustee of Ethel C Sankey Trust, is requesting to have the portion of the property that is zoned A-1 (Agricultural) to Neighborhood Commercial zoning.

The reasons for requesting the re-zoning are:

1. to get the zoning in line with what the City of Bondurant's Future Land Use plan is and
2. Prepare the property to be more marketable to future developers

Aerial Map



©2024 AgriData, Inc.

acrePRO

Boundary Center: 41° 42' 58.7, -93° 27' 58.52

0ft 202ft 405ft

25-80N-23W
Polk County

Maps Provided By:

Legal Description for Ethel C Sankey Trust rezoning

Parcel 231/00021-632-000

-EX PARCEL 2020-59 BK 17833 PG 898- & -EX S 336F
N 1791F E 259.03F- & -EX S 735F- E 832F NE 1/4
LESS RD SEC 25-80-23

Parcel 231/00072-330-000

-EX PARCEL 2020-57 BK 17833 PG 898- & -EX PARCEL
2020-58 BK 17833 PG 898- & -EX S 735F- & -EX E
832F- NE 1/4 SEC 25-80-23



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 8.a.
For Meeting of 8/5/2024
Ordinance

TITLE: - (Second Reading) Ordinance amending Section 177.09 of the Zoning Code regarding bicycle parking regulations

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: At the direction of the Planning and Zoning Commission, city staff presented a text amendment to require the inclusion of bicycle parking in all new residential and nonresidential developments. Staff researched the zoning codes of other Des Moines' metropolitan communities as well as other communities across Iowa and drafted the following text amendment. The proposed text amendment will require one bicycle parking or storage spot for every twenty vehicular parking spaces proposed in any new site plan up to a maximum of ten bicycles. The proposed text amendment allows the applicant to propose a bicycle rack, parking space or other type of bicycle storage.

The Planning and Zoning Commission voted 6-0, with one member absent, to recommend approval of the text amendment at their June 13, 2024, meeting. A public hearing was held on July 15 and the first reading of the ordinance was approved following that hearing.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve second and/or third readings of the ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 240715-209
2. Proposed Bike Parking Text Amendment

CITY OF BONDURANT
ORDINANCE NO. 240715-209

AN ORDINANCE AMENDING THE CITY CODE OF BONDURANT, IOWA, BY AMENDING THE FOLLOWING SECTION 177.09 OF THE ZONING CODE REGARDING BICYCLE PARKING REQUIREMENTS.

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

Section 1. **SECTIONS AMENDED.** Section 177.09. of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is amended to read as follows:

177.09 OFF-STREET PARKING AREA REQUIRED. In all districts, in connection with every industrial, business, institutional, recreational, or any other use, there shall be provided, at the time any building or structure is erected or is enlarged or increased in capacity, off-street parking spaces for automobiles in accordance with the following requirements:

1. Automobile sales and service garages: one (1) space per 200 square feet of gross floor area.
2. Business and professional offices: one (1) space per 200 square feet of gross floor area.
3. Bowling alleys: five (5) spaces for each alley plus one (1) space per 300 square feet of gross floor area used for purposes other than alley space.
4. Schools:
 - A. One (1) space for each eight (8) seats in a principal auditorium.
 - B. When no auditorium is involved, one (1) space for every two (2) employees.
5. Convenience stores: one (1) space per 150 square feet of gross floor area.
6. Dance halls, assembly halls: one (1) space for each 200 square feet of floor area used for dancing or assembly.
7. Dwellings:
 - A. Single-family dwelling - two (2) parking spaces accessible to the street;
 - B. Duplex family dwelling - four (4) parking spaces accessible to the street;
 - C. Multi-family dwelling - for each one (1) bedroom unit - 1½ parking spaces; for each two (2) bedroom unit, or larger - 2 parking spaces.

8. Funeral homes, mortuaries: one (1) parking space for each five (5) seats in the principal auditorium.
9. Hotels and motels: one (1) space for each room to be rented plus additional space (in accordance with other sections of this chapter) for restaurant or other facilities.
10. Medical or dental clinic: five (5) spaces for each staff doctor or dentist.
11. Restaurants, bars, or night clubs:
 - A. One (1) space per fifty (50) square feet of gross floor area devoted to patron use within property. In addition, one (1) parking space must be provided for each person regularly employed or intended to be regularly employed on the premises during the maximum working shift.
 - B. All food and beverage service drive-thrus shall provide a minimum of eleven (11) vehicle queuing spaces per drive-thru, 5 of which must be located ahead of the ordering station if separate from the pick-up window. All other drive-thru and pick-up windows shall have a minimum of 4 vehicle queuing spaces. Queuing spaces shall be a minimum of 12 feet wide and 20 feet long and must be located within any driveway or parking lot drive aisle and cannot block any designated parking spaces.
12. Hospitals: two (2) spaces per bed or one (1) space per 150 square feet of gross floor area, whichever is greater.
13. Nursing care institutions: three (3) spaces for every five (5) beds. Multi-family units developed or sponsored by a public or nonprofit agency for limited income families or the elderly require only one (1) space per unit.
14. Movie theaters: one (1) space for every four (4) seats.
15. Social, fraternal clubs, lodges and similar uses: one (1) space per 300 square feet of gross floor area.
16. Churches: one (1) space for every 80 square feet of worship area plus one (1) space for every two (2) employees with sufficient space for safe and convenient loading and unloading.
17. Banks: one (1) space per 200 square feet of area within main building plus reservoir land capacity equal to five (5) spaces per window (10 spaces if window serves two stations).
18. Wholesale: one (1) space per 400 square feet of gross floor area.
19. Retail sales and rental of goods, merchandise and equipment:

- A. No storage or display of goods outside fully enclosed building: one (1) space per 200 square feet of gross floor area.
 - B. Low volume traffic with no storage or display of goods outside fully enclosed building: one (1) space per 400 square feet of gross floor area.
 - C. Storage and display of goods outside fully enclosed building allowed:
 - (1) High volume traffic generation: one (1) space per 200 square feet of gross floor area.
 - (2) Low volume traffic generation: one (1) space per 400 square feet of gross floor area.
20. Manufacturing plants, testing laboratories, bottling plants: one (1) space for each 1.5 plant employees plus one (1) space for each managerial person plus one (1) visitor parking space for each ten (10) managerial personnel or one (1) space for each 500 square feet of gross floor area used for manufacturing, whichever is greater.
 21. Warehousing: one (1) space per employee.
 22. Sports arenas and auditoriums other than in schools: one (1) space for each six (6) seats.
 23. Car wash: one (1) space per employee plus one (1) space for manager plus space equaling five times the vehicle capacity of the wash.
 24. Dry cleaner or Laundromat: one (1) space per 200 square feet of gross floor area.
 25. Nursery schools or day care centers: 1space/2employees + 1 space/5children
 26. Commercial greenhouse operation: one (1) space per 200 square feet of gross floor area.
 27. Fitness center: one (1) space per 200 square feet of gross floor area.
 28. If a building contains two or more differing uses, the parking requirement shall be determined by the addition of the parking requirements for each use.
 29. Bicycles: For multi-family residential and all nonresidential forms and functions, bicycle racks or other form(s) of bicycle storage shall be provided to accommodate at least one (1) bicycle for every twenty (20) parking spaces, provided, up to a maximum of ten (10) bicycles. Bicycle parking accommodations shall be placed an adequate distance from the entrance to multi-family residential and nonresidential buildings.

Section 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. **SEVERABILITY.** If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

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

PASSED AND APPROVED by the City Council this _____ day of _____, 2024

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: July 15, 2024

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 ____ day of _____, 2024.

Shelby Hagan
City Clerk

177.09 OFF-STREET PARKING AREA REQUIRED. In all districts, in connection with every industrial, business, institutional, recreational, or any other use, there shall be provided, at the time any building or structure is erected or is enlarged or increased in capacity, off-street parking spaces for automobiles in accordance with the following requirements:

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4. Schools:
 - A. One (1) space for each eight (8) seats in a principal auditorium.
 - B. When no auditorium is involved, one (1) space for every two (2) employees.
5. Convenience stores: one (1) space per 150 square feet of gross floor area.
6. Dance halls, assembly halls: one (1) space for each 200 square feet of floor area used for dancing or assembly.
7. Dwellings:
 - A. Single-family dwelling - two (2) parking spaces accessible to the street;
 - B. Duplex family dwelling - four (4) parking spaces accessible to the street;
 - C. Multi-family dwelling - for each one (1) bedroom unit - 1½ parking spaces; for each two (2) bedroom unit, or larger - 2 parking spaces.
8. Funeral homes, mortuaries: one (1) parking space for each five (5) seats in the principal auditorium.
9. Hotels and motels: one (1) space for each room to be rented plus additional space (in accordance with other sections of this chapter) for restaurant or other facilities.
10. Medical or dental clinic: five (5) spaces for each staff doctor or dentist.
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 - A. One (1) space per fifty (50) square feet of gross floor area devoted to patron use within property. In addition, one (1) parking space must be provided for each person regularly employed or intended to be

regularly employed on the premises during the maximum working shift.

- B. All food and beverage service drive-thrus shall provide a minimum of eleven (11) vehicle queuing spaces per drive-thru, 5 of which must be located ahead of the ordering station if separate from the pick-up window. All other drive-thru and pick-up windows shall have a minimum of 4 vehicle queuing spaces. Queuing spaces shall be a minimum of 12 feet wide and 20 feet long and must be located within any driveway or parking lot drive aisle and cannot block any designated parking spaces.
- 12. Hospitals: two (2) spaces per bed or one (1) space per 150 square feet of gross floor area, whichever is greater.
 - 13. Nursing care institutions: three (3) spaces for every five (5) beds. Multi-family units developed or sponsored by a public or nonprofit agency for limited income families or the elderly require only one (1) space per unit.
 - 14. Movie theaters: one (1) space for every four (4) seats.
 - 15. Social, fraternal clubs, lodges and similar uses: one (1) space per 300 square feet of gross floor area.
 - 16. Churches: one (1) space for every 80 square feet of worship area plus one (1) space for every two (2) employees with sufficient space for safe and convenient loading and unloading.
 - 17. Banks: one (1) space per 200 square feet of area within main building plus reservoir land capacity equal to five (5) spaces per window (10 spaces if window serves two stations).
 - 18. Wholesale: one (1) space per 400 square feet of gross floor area.
 - 19. Retail sales and rental of goods, merchandise and equipment:
 - A. No storage or display of goods outside fully enclosed building: one (1) space per 200 square feet of gross floor area.
 - B. Low volume traffic with no storage or display of goods outside fully enclosed building: one (1) space per 400 square feet of gross floor area.
 - C. Storage and display of goods outside fully enclosed building allowed:
 - (1) High volume traffic generation: one (1) space per 200 square feet of gross floor area.
 - (2) Low volume traffic generation: one (1) space per 400 square feet of gross floor area.

20. Manufacturing plants, testing laboratories, bottling plants: one (1) space for each 1.5 plant employees plus one (1) space for each managerial person plus one (1) visitor parking space for each ten (10) managerial personnel or one (1) space for each 500 square feet of gross floor area used for manufacturing, whichever is greater.
21. Warehousing: one (1) space per employee.
22. Sports arenas and auditoriums other than in schools: one (1) space for each six (6) seats.
23. Car wash: one (1) space per employee plus one (1) space for manager plus space equaling five times the vehicle capacity of the wash.
24. Dry cleaner or Laundromat: one (1) space per 200 square feet of gross floor area.
25. Nursery schools or day care centers: 1space/2employees + 1 space/5children
26. Commercial greenhouse operation: one (1) space per 200 square feet of gross floor area.
27. Fitness center: one (1) space per 200 square feet of gross floor area.
28. If a building contains two or more differing uses, the parking requirement shall be determined by the addition of the parking requirements for each use.
29. Bicycles: For multi-family residential and all nonresidential forms and functions, bicycle racks or other form(s) of bicycle storage shall be provided to accommodate at least one (1) bicycle for every twenty (20) parking spaces, provided, up to a maximum of ten (10) bicycles. Bicycle parking accommodations shall be placed an adequate distance from the entrance to multi-family residential and nonresidential buildings.

In case of any building, structure or premises the use of which is not specifically mentioned herein, requirements for a use which is so mentioned and to which said use is similar shall apply. In cases not specifically covered, the City Administrator is authorized to determine the parking requirements using a similar use as a guide.



**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 8.b.
For Meeting of 8/5/2024
Ordinance

TITLE: - (First Reading) Ordinance approving a request for rezoning from the Agricultural (A-1) District to the Medium Density Residential (R-2) District and the Transitional Commercial (C-1) District on Parcel 8023-25-200-011 and a portion of property at 8023-25-200-010

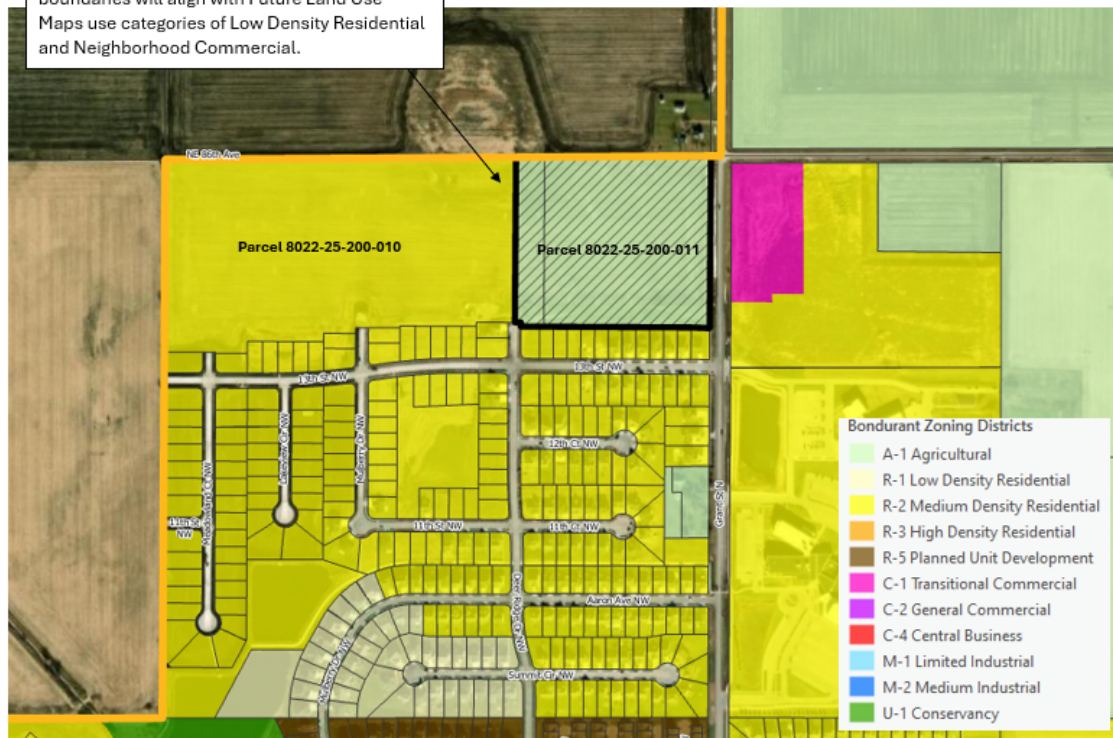
CONTACT PERSON:

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

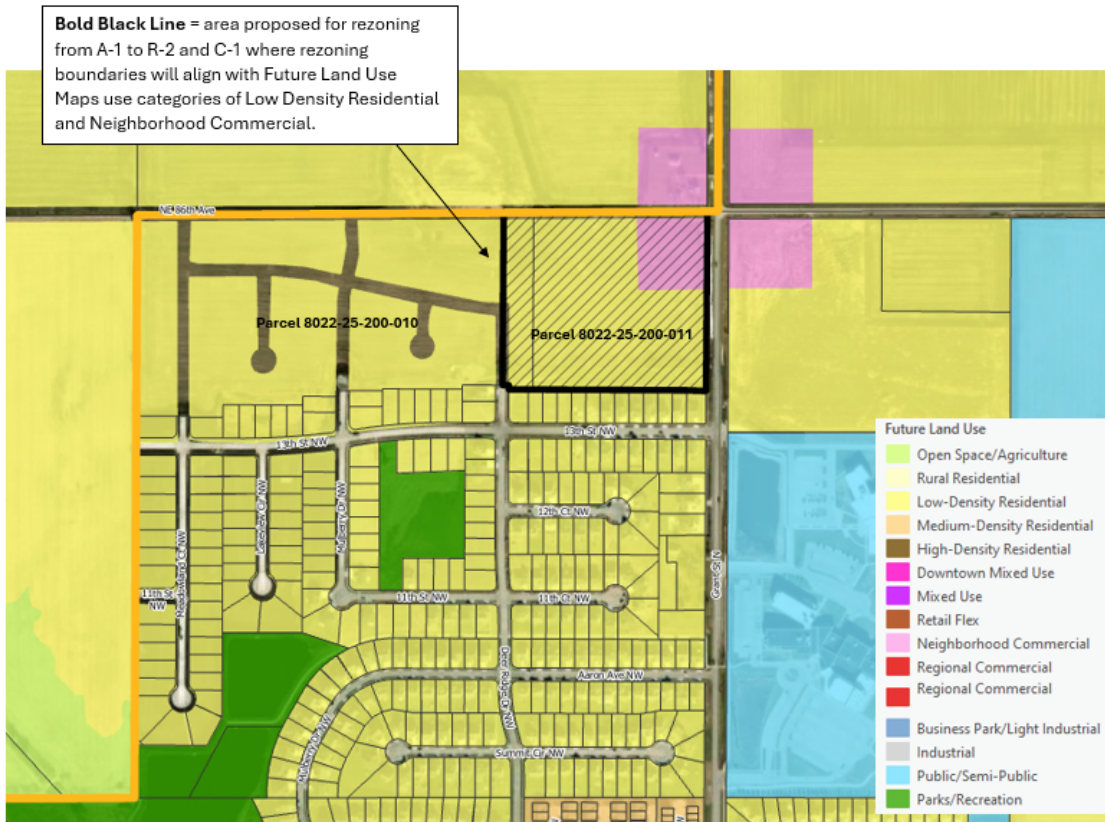
BRIEF HISTORY & ANALYSIS: The City is in receipt of a rezoning request to establish zoning consistent with the Building Bondurant Comprehensive Plan's Future Land Use Map for all of [Parcel 8023-25-200-011](#) and the portion of [Parcel 8023-25-200-010](#) not currently zoned as being within the Medium Density Residential (R-2) District. These rezoning areas are currently situated as being within the City's Agricultural (A-1) District as a result of when they were annexed into Bondurant's city limits in 2020. The request is that Parcel 8023-25-200-011 be rezoned from the A-1 District to the Transitional Commercial (C-1) District at its northeastern portion consistent with where the Future Land Use Map identifies a use designation of Neighborhood Commercial, and the remaining portion of the parcel be rezoned from the A-1 District to the Medium Density Residential (R-2) District in areas where the Future Land Use Map identifies a use designation of Low Density Residential. The request is also that the portion of Parcel 8022-25-200-010 currently zoned A-1 be rezoned to the Medium Density Residential (R-2) District.

Current Area Existing Zoning Map:

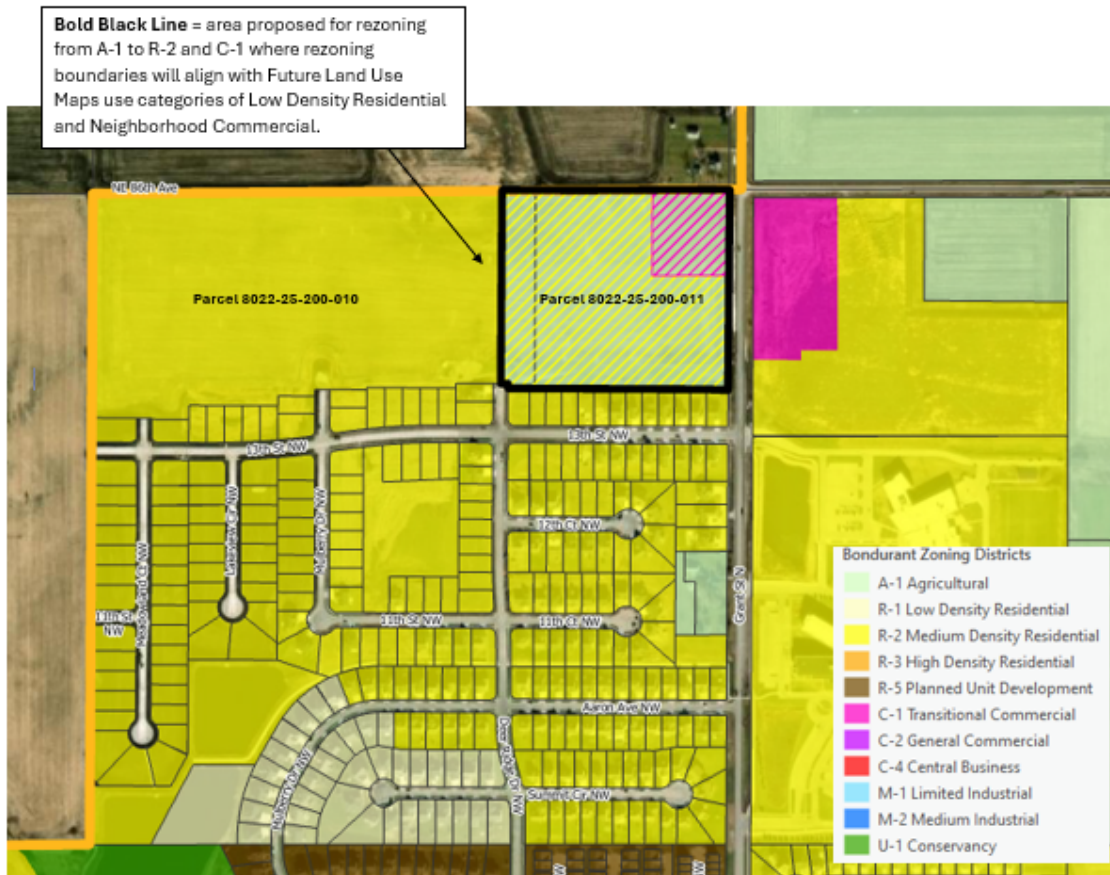
Bold Black Line = area proposed for rezoning from A-1 to R-2 and C-1 where rezoning boundaries will align with Future Land Use Maps use categories of Low Density Residential and Neighborhood Commercial.



Area Future Land Use Map:



Proposed Area Zoning Map (if rezoning ordinance approved):



This area proposed for rezoning is located north of Sankey Summit Plats 2 and 3. The owner of the preliminary plat area is Ethel C Sankey Trust. The rezoning request applicants are Noah Wendt, realtor on behalf of the trust, and Sandra Miller, a trustee. There are no current plans to develop the parcels in question, however this area is located within the Sankey Summit Phase 2 Preliminary Plat that was approved by the City Council on May 4, 2020.

The R-2 District allows for low-density residential as regulated by Section 178.03 of the Zoning Code, which currently exists to the south in Sankey Summit Plats 2 and 3. The C-1 District, as regulated by Section 178.07 of the Zoning Code, allows for low-intensity retail commercial, office commercial uses, and medical office commercial uses. The requested C-1 District area sits approximately 465' north of the existing homes along 13th Street NW. If the C-1 District is developed in the future, this commercial development will need to install a Type B Screen, as regulated by Chapter 179 of the Zoning Code, to help screen this commercial use from the future residential development around it.

When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: Comprehensive Plan, Consistency with the Zoning Code, Spot Zoning, and Public Input.

Comprehensive Plan

As previously noted, the requested R-2 and C-1 District areas align with what is identified in the Building Bondurant Comprehensive Plan's Future Land Use Map.

Consistency with the Zoning Code

Zoning Code consistency will be evaluated in further detail if/when development within the rezoning area is proposed. The eventual uses must be permitted uses of the R-2 and the C-1 District, depending on the area proposed for development.

Spot Zoning

To determine whether illegal spot zoning has occurred, the courts consider the rezoning takes into account the following:

1. The characteristics of the property;
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).

It does not appear that spot zoning will exist if this rezoning request is approved, as the requested rezoning areas will match their respective future land use designations as shown in the 2022 Building Bondurant Comprehensive Plan's Future Land Use Map.

Public Input

As required by the City's Zoning Ordinance, letters were sent to property owners within 200' of the proposed rezoning area notifying them of the requested rezoning. No formal written petition against the proposed change, as prescribed by Section 414.5 of the Iowa Code, has been filed with the City Clerk.

The Planning & Zoning Commission held their required public hearing on July 11, 2024; below is a summary of the neighbor comments received during this meeting:

- **Susan Metz, 205 13th Street NE** - expressed concerns about additional traffic generated on Grant Street N. Also asked the City to consider installing a traffic signal at the intersection of Grant Street N and NE 86th Avenue if 86th Avenue is ever extended to the west.
- **Mark Dornbusch, 116 13th Street NE** - expressed concern about added traffic to the area as well as the type of development the rezoning would bring. He was concerned with the possibility of apartment buildings and large warehouse buildings being constructed on this property.
- **Doug Covert, 112 13th Street NE** - expressed concern about added traffic to area as well as the type of development the rezoning would bring. He preferred no development take place but expressed he was happy to learn it would likely be single-family residential development and not apartments.

The Planning & Zoning Commission held their public hearing and voted on this

rezoning during their July 11, 2024, meeting, with a 5-1 vote for recommended City Council approval.

A public hearing was held earlier on this agenda.

FUNDING SOURCE: NA

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

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 240805-210

CITY OF BONDURANT
ORDINANCE NO. 240805-210

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BONDURANT, IOWA, 2002, BY AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE FROM THE AGRICULTURAL (A-1) DISTRICT TO THE MEDIUM DENSITY RESIDENTIAL (R-2) DISTRICT AND THE TRANSITIONAL COMMERCIAL (C-1) DISTRICT ON LAND PARCEL 8023-25-200-011 AND A PORTION OF PARCEL 8023-25-200-010

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 change the zoning from the Agricultural (A-1) District to the Medium Density Residential (R-2) District and the Transitional Commercial (C-1) District on the following property located in Bondurant, Polk County, Iowa described as follows:

MEDIUM DENSITY RESIDENTIAL (R-2) DISTRICT

THAT PORTION OF PARCEL 8023-25-200-010 (ABBREVIATED LEGAL DESCRIPTION OF EX PARCEL 2020-57 BK 17833 PG 898- & -EX PARCEL 2020-58 BK 17833 PG 898- & -EX S 735F- & -EX E 832F- NE 1/4 SEC 25-80-23) NOT PRESENTLY ZONED AS BEING WITHIN THE CITY'S MEDIUM DENSITY RESIDENTIAL (R-2) DISTRICT AS SHOWN ON THE OFFICIAL CITY OF BONDURANT ZONING MAP DATED FEBRUARY 6, 2024; AND

THAT PORTION OF PARCEL 8023-25-200-011 (ABBREVIATED LEGAL DESCRIPTION OF EX PARCEL 2020-59 BK 17833 PG 898- & -EX S 336F N 1791F E 259.03F- & -EX S 735F- E 832F NE ¼ LESS RD SEC 25-80-23) IDENTIFIED IN THE 2022 BUILDING BONDURANT COMPREHENSIVE PLAN'S FUTURE LAND USE MAP AS HAVING A LOW-DENSITY RESIDENTIAL DESIGNATION AND NOT INCLUDED IN THE TRANSITIONAL COMMERCIAL (C-1) DISTRICT REZONING DESCRIPTION BELOW.

TRANSITIONAL COMMERCIAL (C-1) DISTRICT

THAT PORTION OF PARCEL 8023-25-200-011 (ABBREVIATED LEGAL DESCRIPTION OF EX PARCEL 2020-59 BK 17833 PG 898- & -EX S 336F N 1791F E 259.03F- & -EX S 735F- E 832F NE ¼ LESS RD SEC 25-80-23) IDENTIFIED IN THE 2022 BUILDING BONDURANT COMPREHENSIVE PLAN'S FUTURE LAND USE MAP AS HAVING A NEIGHBORHOOD COMMERCIAL DESIGNATION AND NOT INCLUDED IN THE MEDIUM DENSITY RESIDENTIAL (R-2) DISTRICT REZONING DESCRIPTION ABOVE.

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 July 11, 2024, and voted on recommended approval.
2. That the zoning change will create consistency between the City's Future Land Use Map and Official Zoning Map
3. That the zoning change will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.

4. That the public notice of this intended change has been published as required by law.

Section 3. **HEREBY REZONED.** The properties, above described, are hereby rezoned to the Medium Density Residential (R-2) District and the Transitional Commercial (C-1) District, as above described.

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

Section 4. **SEVERABILITY.** If any section, provisions, sentence, clause, phrase, or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 5. **EFFECTIVE DATE.** This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa this ____ day of _____, 2024.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION:
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