

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL AUGUST 19, 2024

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on August 19, 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. 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 August 5, 2024 City Council Meeting Minutes
 - b. Applications for Council Approval
 - c. Claims List
 - d. Receive & File - FY 2024 Outstanding Obligations Report
 - e. Receive & File - July 3, 2024, Library Board Meeting Minutes & Director's Report
 - f. Receive & File - Bondurant Emergency Services Monthly Report
 - g. O-240805-210 - (Second 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
 - h. - Resolution approving the Bondurant Emergency Services to hire temporary employees
 - i. - Resolution recommending approving an amendment to the quote for the City Hall Access Control and Security Camera Project to Convergent Technologies in the amount of \$3,831.35
 - j. - Resolution approving disposal of surplus property (Holiday decorations)
 - k. - Resolution approving a development agreement with AAA + E Truck Shop LLC

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 approving an amended Professional Services Agreement with HR Green for the 2nd Street, NW Widening Project in the amount of \$14,600
 - m. - Resolution considering approval of Plat of Survey to create Acquisition Plat '2024-101' and Parcels '2024-102' and '2024-103'
 - n. - Resolution approving action to order construction and set a date for a public hearing and letting for the 13th & Lincoln/15th Street Stormwater Improvements Project
 - o. - Resolution approving pay request no. 4 to Gerard Tank & Steel for the Water Tower Project in the amount of \$248,995.00
6. Guests requesting to address the City Council
7. **Public Hearing**
 - a. Public Hearing on Urban Renewal Plan Amendment for the Bondurant Urban Renewal Area (Grain District Parking BES Facility Exemplar Care)
8. Action Items
 - a. - Resolution to declare necessity and establish an Urban Renewal Area, pursuant to Section 403.3 of the Code of Iowa and approve Urban Renewal Plan Amendment for the Bondurant Urban Renewal Area (Grain District Parking BES Facility Exemplar Care)
 - b. - (First Reading) Ordinance providing for the division of taxes levied on taxable property in the August 2024 Addition to the Bondurant Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa
 - c. - Resolution considering approval of the site plan for Parcel 2024-102
 - d. - Resolution denying the site plan for Featherstone Apartments
 - e. - Discussion and possible consideration of Resolution approving the Bondurant Emergency Services paid per call volunteer's conversion to part-time employees effective December 1, 2024
9. Discussion Items -
 - a. Draft ordinance regarding urban chickens
10. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors

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**Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise. Join: <https://us02web.zoom.us/j/81911996496>*

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 8/19/2024
Motion

TITLE: Approval of August 5, 2024 City Council Meeting Minutes

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. August 5, 2024 City Council Meeting Minutes

*A virtual meeting was offered.

BONDURANT CITY COUNCIL
Minutes
August 5, 2024
Bondurant City Council

1. Roll Call

Present: Council Member Tara Cox, Mayor Pro Tem Angela McKenzie, Council Member Bob Pepper, Council Member Matt Sillanpaa, Council Member Chad Driscoll

Absent: Mayor Doug Elrod

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

2. Call to Order and Declaring a Quorum

Mayor Pro Tem McKenzie called the meeting to order at 06:00 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 5-0. Motion carried.

5. Guests requesting to address the City Council

a. Polk County Sheriff

Sgt. Grego reported 517 calls of service.

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

**A virtual meeting was offered.*

- d. R-240805-168- Resolution approving a development agreement with Hy-Vee Health Exemplar Care
- e. R-240805-169- Resolution approving Quote for 2024 City Wide Roadway Restriping Project to Quality Striping Inc. in the amount of \$28,950.00
- f. R-240805-170- 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. R-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
- h. R-240805-172- 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
- i. R-240805-173- 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. R-240805-174- Resolution approving agreement with Shive-Hattery for the Professional Services Agreement for 2024 Roadway Lighting Improvements in the amount of \$12,700
- k. R-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
- l. R-240805-176- Resolution authorizing the City of Bondurant, Iowa to submit sites to a regional joint application for funding from the Federal

**A virtual meeting was offered.*

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. R-240805-177- Resolution approving Civic Campus Phase I easements documents for portions of property at 2020 2nd Street, NE
- n. R-240805-178- 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. R-240805-179- Resolution Approving Purchase of Pedestrian Crosswalk Replacement Equipment from General Traffic in the amount of \$8,950.00
- p. R-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
- q. R-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
Motion by Pepper, seconded by Cox, to Approve the Consent Agenda. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

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

Mayor Pro Tem McKenzie opened the public hearing at 06:04 PM.

Planning & Community Development Director Murray explained the rezoning proposal to the council and the public, including the recommendation from the Planning and Zoning Commission.

Mayor Pro Tem McKenzie closed the public hearing at 06:07 PM.

8. Action Items

- a. O-240715-209 - (Second Reading) Ordinance amending Section 177.09 of the Zoning Code regarding bicycle parking regulations
Motion by Pepper, seconded by Cox, to waive the second reading and approve the third and final reading of O-240715-209. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- b. O-240805-210 - (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
Motion by Pepper, seconded by Cox, to Approve the first reading of O-240805-210. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

9. Discussion Items -

- a. Tenured Holiday Decoration Discussion
Public Works Director Horton sought guidance from the council concerning the disposal of the old holiday decorations.

10. Reports / Comments and appropriate action thereon:

- a. Mayor
None.
- b. Council Members
Cox - DART and Library Board meetings this week, Cocktails & Conversation on Thursday.
Driscoll - WRA and BRAVO update.
Pepper - MWA update.
Sillanpaa - P&Z meeting this week, City Park Project inquiry.
- c. Administrator
ARTocka update, budget award, BES fitness center update.
- d. Directors
Sanders - Department update.
Horton - Project updates.
Murray - None.
Kreuder - BES fitness center updat

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

Motion by Driscoll, seconded by Cox, to Move into Closed Session at 06:31 PM. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll.

**A virtual meeting was offered.*

Nays: None. Absent: None. Motion carried 5-0.

Mayor Pro Tem McKenzie closed the Closed Session at 06:44 PM.

12. Adjournment

Motion by Pepper, seconded by Cox, to adjourn at 06:44 PM. Vote on Motion 5-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on August 5, 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



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CLOUD WINE, LLC	Lucky Wife Wine Slushies	(515) 368-0295		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
Main Street Southeast	parking lot next to Little House on Main	Bondurant	Polk	50035
MAILING ADDRESS	CITY	STATE	ZIP	
Main Street Southeast	Bondurant	Iowa	50035	

Contact Person

NAME	PHONE	EMAIL
Dawn Thompson	(515) 368-0295	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	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Sep 23, 2024	Sep 27, 2024	

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

Sep 23, 2024

POLICY EXPIRATION DATE

Sep 28, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

Special Event Application

Please **complete** this form and submit along with applicable fees to the City Clerk's Office, 200 2nd St NE, Bondurant, IA 50035 at least 30 days prior to proposed event. If you need additional space to describe your event, please attach additional pages to this application. Advertising your event prior to receiving a signed Special Event Application is discouraged.

(Please Print)

Event Name Business Safe Trick or Treat **Date(s) of Event** 10/30/24

Location Downtown Bondurant at Depot and also 1st St SE

(Applicants must attach a map of the event layout that includes details like tent locations, portable restroom locations, sound stage, etc.)

Setup Time 4pm **Starting Time** 5pm **Ending Time** 7:30pm

(Please Print)

Organization Hosting Event Bondurant Chamber of Commerce

Contact Person Joni Hutchinson **Day Phone** 515-210-0513

Email director@bondurantchamber.com

Addl. Contact **Day Phone**

Email

Type of Event:

Check all that apply.

- | | | |
|---|--|---|
| ☐ Parade | ☐ Fundraiser | ☐ Walk/Run Event |
| ☒ Fair/Festival | ☐ Outdoor Concert | ☐ Block Party |
| ☐ Bicycle Event | | |
| ☐ Other (please explain) _____ | | |

Describe the Event (please attach additional pages if necessary): The goal of this event is to provide recognition of our business community, provide a no cost event to the public, and thank our members for being Bondurant Chamber members. This event consists of vendor tables (Chamber members only) handing out candy, food trucks, and kids activities.

City Properties: Trailhead/The Depot | Lake Petocka | City Park | BRSC

200 Second Street, Northeast | PO Box 37 | Bondurant, Iowa 50035
(515) 967-2418 | (515) 967-5732 Fax | info@cityofbondurant.com
www.cityofbondurant.com

Event Details:

(provide estimated counts)

Estimated Attendance
Trash Containers
Portable Toilets

150
NA
NA

(circle what applies)

Open to the general public?
Tents
Inflatable Houses/Toys
Amplified Music
Alcoholic Beverages
Banners/Signs

YES / NO
YES / NO
YES / NO
YES / NO
YES / NO
YES / NO

Vendors:

(provide estimated counts)

Individual food and beverage vendors must obtain a *Temporary Event License* from the *Iowa Department of Inspections and Appeals*. The Event organizer will be responsible for this information. Failure to do so may result in fines or closing of the vendor.

- Number of Vendors _____
- List of Vendors and/or Type of Vendor

- Permits for *Mobile Food Vendors* are required for food truck vendors per City Ordinance ([Chapter 125](#)). Current [application](#) and license must be on display in the Mobile Food Unit.
- Banners/Signs may be placed along roadways to guide people to your event, but in no way may be affixed to trees, street signs, park signs or City buildings. Signs are to be removed immediately following event. Grounds markings are allowed, however spray paint is prohibited—chalk or signage would be more appropriate. Failure to do so will result in maintenance fees and/or fines according to littering ordinances.
- Trash and debris cleanup: depending on the event attendance, a dumpster may be required. Park trash cans are for daily park users. Event attendance over 75 will require additional trash cans. Metro Waste Authority offers Event Recycling Stands that should be considered.

Special Provisions: (city provided—for example: trash containers, barricades, etc.)**Is there any special assistance that you will need the City to provide?**

☐ Yes ☒ No

Will you need to [borrow barricades](#) from the City?

☒ Yes ☐ No

(This is available for not-for-profit organizations and residents. Businesses must provide their own barricades. **If yes, indicate on your event layout map the location of the barricades.** Barricades will be dropped onsite during business hours and picked up at the same location after the event. The street shall be opened for vehicular traffic no later than the concluding time of the event. The Special Event applicant is responsible and will be billed for all damages or lost barricades. The fee for damaged or lost barricades may be up to \$300.)

Will you need to [close the street](#) for your event?

☒ Yes ☐ No

(Closure of all streets require City Council approval. **If yes**, indicate on your event layout map the location of the street closures and obtain signature from all property owner impacted by the street closure.)

Will you need portable restrooms?

☐ Yes ☒ No

(See required amount enclosed in the application guidelines on pg. 2. If yes, they are at your expense.)

Provide details about the event garbage collection plans:

NA

Will you charge admission / registration fees:☐ Yes ☒ No

If yes, is this for profit or not for profit? _____ A special event application fee may apply.

Will there be product for sale on site?☐ Yes ☒ No

(If yes, product liability insurance may be required for sales of food and drinks. Please contact the [Polk County Health Department](#) for details.)

Will alcohol be served or sold?☐ Yes ☒ No

A [liquor permit](#) and [Dram Shop Insurance](#) are required for the sale of alcohol to the public during any event (required whether an admission fee is charged or not). City Council approval is required for the sale or service of alcohol. If alcohol is served, additional security may be required. Off-duty [Polk County Sheriff](#) deputies may be hired to provide additional security. Contact Polk County Sheriff Office at 515-286-3333.

Will you be using outdoor tents great than 200 square feet?☐ Yes ☒ No**Will you be using an outdoor canopy greater than 400 square feet?**☐ Yes ☒ No**Will you be using inflatable rides or devices?**☐ Yes ☒ No

(If yes, location of the inflatable must be shown on the event layout map that must be submitted with this application.)

Will your event interfere with vehicle traffic?☒ Yes ☐ No

(If yes, provide a map of the route and how traffic control will be administered. Contact [Polk County Sheriff Office](#) for traffic/crowd safety 515-286-3333)

Will your event require a first aid booth, fire/rescue units present during the event?☐ Yes ☒ No**Will you be shooting off fireworks?**☐ Yes ☒ No

(If yes, a fireworks permit is required. Contact the City Clerk's office at 515-630-6983)

Will you be posting temporary signage?☐ Yes ☒ No

(If yes, a temporary sign permit and fee may be required. Contact the Planning and Development Department at 515-630-6985. Also, please indicate on your event layout map the location of the signs.)

Will you need access to a water source?☐ Yes ☒ No

(Additional charges may apply. If yes, what is the water to be used for?) _____

Will you be using amplified sound?☐ Yes ☒ No

(If yes, a \$20 fee for a day or less or \$40 for more than a day is required at the time this application is submitted in order to obtain a noise permit)

Provide a description of the sound equipment that will be used during the event: _____

Will you need access to electricity?☐ Yes ☒ No

(If yes, please explain. Additional fees may apply)

Electricity is limited and in most cases will need to be provided by the applicant.

I hereby certify the included statements are true and correct, to the best of my knowledge, and that false statement(s) may be grounds for denial of this application. It is understood that activities at all times during the event shall comply with all applicable City ordinances. It is further understood the individual and the organization or association will be responsible for any and all damages arising as a result of this event, and, if this application is approved by the City, the applicant shall be required to execute a Special Event Permit—Hold Harmless Agreement waiving any and all claims which the applicant may have as a result of this event against the City of Bondurant, Iowa, its officials, agents, employees, or board members. It is further understood a certificate of public liability insurance will be required before conducting the proposed event.

An event for which a Permit has either not been obtained or which is in violation occurs will be subject to a municipal infraction up to \$750.

I have read the Special Event Application guidelines and requirement for issuance of the permit. I understand the conditions under which it is issued and agree to comply with these conditions for this event. I, or the organization I represent, have met or will meet all requirements established by the City. Further, I understand that if all requirements are not met, the Special Event Permit can be canceled by the City at any time including at the state of or during the event. If this event is sponsored by an organization, I hereby certify I have the legal authority to represent the applicant and/or the participants. It is further understood the City of Bondurant has the authority to grant or deny permission for this event.

Signature Joni Hutchinson

Date 8/2/24

Printed Name Joni Hutchinson

City Official Signature _____ Date _____

The Privacy Act of 1974 requires that each individual asked or required to furnish personal information be advised of the following: Authority: 5 P.L. 93-579

Purpose: To provide a contact in connection with permit activities.

Routine Uses: Permit is issued under the direction of the City Administrator. The names and address of those who obtain the permit are not reported, but are kept on file at the City of Bondurant to provide point of contact in case of emergency.

Check List and Fee Table to Calculate your application fee:

(no charge for not for profits, schools, and/or school organizations and city/county and/or city/county organizations)

☐ Noise Permit Fee	\$20/a day or less \$40/more than a day		Please make check payable to The City of Bondurant.
☐ Temporary Sign Permit Fee	\$10/ 30 days		
☐ Certificate of Insurance with City names as additional insured		n/c	
☐ Map of event area layout			
☐ List of signatures and addresses of the impacted households by a street closure			
TOTAL DUE WITH APPLICATION			



Tax Abatement Applications
August 19, 2024
City of Bondurant

Name	Address	Closing Date	Cost
Zachary Harmon	1220 12 th Street, SE	2/28/2023	\$367,990



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Flaming Wok LLC

NAME OF BUSINESS(DBA)

Flaming Wok LLC

BUSINESS

(515) 452-8386

ADDRESS OF PREMISES

96 Paine Circle Southeast

PREMISES SUITE/APT NUMBER

Suite 6

CITY

Bondurant

COUNTY

Polk

ZIP

50035

MAILING ADDRESS

96 Paine Circle Southeast

CITY

Bondurant

STATE

Iowa

ZIP

50035

Contact Person

NAME

Trung Nguyen

PHONE

(515) 664-1879

EMAIL

trung07nguyen@gmail.com

License Information

LICENSE NUMBER

BW0097928

LICENSE/PERMIT TYPE

Special Class C Retail Alcohol License

TERM

12 Month

STATUS

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

June 26, 2024

TENTATIVE EXPIRATION DATE

June 25, 2025

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
Duc Trinh	Bondurant	Iowa	50035	co-owner	50.00	Yes
Trung Nguyen	Bondurant	Iowa	50035	co-owner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

June 15, 2024

POLICY EXPIRATION DATE

June 25, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



Refund Check Register

Refund Check Detail

UBPKT05749 - 8/1/24 - UB REFUND CHECK 10-02867-02

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
10-02867-02	JENNIFER HOPKINS	8/1/2024	64058	65.06			65.06	Deposit
Total Refunds: 1			Total Refunded Amount:	65.06				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	65.06
Revenue Total:	65.06

General Ledger Distribution

Posting Date: 08/01/2024

	Account Number	Account Name	Posting Amount	IFT
Fund:	600 - WATER			
	600-000-1101	CLAIM ON POOLED CASH	-65.06	Yes
	600-050-2141	APPLIED CREDITS	65.06	
	600 Total:		0.00	
Fund:	999 - POOLED CASH			
	999-000-1100	POOLED CASH	-65.06	
	999-050-2300	DUE TO OTHER FUNDS	65.06	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



Check Register

Packet: APPKT00962 - 08/05/2024 FOR MEETING ON 08/19/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2868	4 IMPRINT USA	08/02/2024	Regular	0.00	234.57	64060
2465	ALADTEC LLC	08/02/2024	Regular	0.00	3,756.00	64061
2705	AMAZON CAPITAL SERVICES	08/02/2024	Regular	0.00	30.90	64062
0006	AMERICAN TEST CENTER, INC	08/02/2024	Regular	0.00	1,360.00	64063
1537	BOUND TREE MEDICAL LLC	08/02/2024	Regular	0.00	279.30	64064
0073	BRICK GENTRY P.C.	08/02/2024	Regular	0.00	3,870.00	64065
0577	CAPITAL CITY EQUIPMENT	08/02/2024	Regular	0.00	3,001.16	64066
2510	CENTRAL IOWA MECHANICAL	08/02/2024	Regular	0.00	793.00	64067
0097	CITY OF DES MOINES	08/02/2024	Regular	0.00	66,773.30	64068
2229	CIVICPLUS, LLC	08/02/2024	Regular	0.00	5,901.11	64069
2867	COMPX SECURITY PRODUCTS	08/02/2024	Regular	0.00	3,866.70	64070
1994	CONVERGINT TECHNOLOGIES LLC	08/02/2024	Regular	0.00	11,402.48	64071
2525	DINGES FIRE COMPANY	08/02/2024	Regular	0.00	4,250.00	64072
2850	GERARD TANK & STEEL INC	08/02/2024	Regular	0.00	269,657.50	64073
1611	GREATER DES MOINES CONVENTION	08/02/2024	Regular	0.00	1,500.00	64074
0226	IOWA LEAGUE OF CITIES	08/02/2024	Regular	0.00	100.00	64075
1062	IOWA PRISON INDUSTRIES	08/02/2024	Regular	0.00	4,689.26	64076
	Void	08/02/2024	Regular	0.00	0.00	64077
2534	ICON WATER TRAILS	08/02/2024	Regular	0.00	8,114.00	64078
2223	IMAGE 360	08/02/2024	Regular	0.00	296.41	64079
0210	IMWCA	08/02/2024	Regular	0.00	8,901.00	64080
	Void	08/02/2024	Regular	0.00	0.00	64081
0277	MARTIN MARIETTA MATERIALS	08/02/2024	Regular	0.00	429.47	64082
0842	MENARDS - ALTOONA	08/02/2024	Regular	0.00	30.32	64083
0286	METRO WASTE AUTHORITY	08/02/2024	Regular	0.00	45,128.22	64084
2576	MID IOWA PLANNING ALLIANCE FOF	08/02/2024	Regular	0.00	1,105.00	64085
0750	MIDWEST UNDERGROUND SUPPLY L	08/02/2024	Regular	0.00	20,250.00	64086
1293	PROTEX CENTRAL	08/02/2024	Regular	0.00	300.00	64087
1504	SHIVE-HATTERY INC	08/02/2024	Regular	0.00	2,005.68	64088
2866	TORGERSON EXCAVATING INC	08/02/2024	Regular	0.00	1,000.00	64089
1161	VEENSTRA & KIMM, INC.	08/02/2024	Regular	0.00	154,613.04	64090
	Void	08/02/2024	Regular	0.00	0.00	64091
2595	VENDNOVATION, LLC	08/02/2024	Regular	0.00	50.00	64092
0433	WILLIAMSONS REPAIR	08/02/2024	Regular	0.00	132.84	64093
2842	ZIP'S TRUCK EQUIPMENT, INC.	08/02/2024	Regular	0.00	162.97	64094
1148	MCANINCH CORPORATION	07/11/2024	Bank Draft	0.00	99,178.96	DFT0003289
2538	IOWA LAND RECORDS	07/11/2024	Bank Draft	0.00	20.00	DFT0003307
2433	WEX BANK	08/02/2024	Bank Draft	0.00	4,206.53	DFT0003308
0416	POSTMASTER	08/02/2024	Bank Draft	0.00	639.02	DFT0003309
2254	TCM BANK NA	07/16/2024	Bank Draft	0.00	210.77	DFT0003310

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	48	32	0.00	623,984.23
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	104,255.28
EFT's	0	0	0.00	0.00
	53	40	0.00	728,239.51

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2024	99,409.73
999	POOLED CASH	8/2024	628,829.78
			728,239.51



Check Register

Packet: APPKT00968 - 08/09/2024 FOR MEETING ON 08/19/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2135	ACME TOOLS DES MOINES	08/09/2024	Regular	0.00	360.00	64116
2705	AMAZON CAPITAL SERVICES	08/09/2024	Regular	0.00	287.25	64117
1380	BARCO MUNICIPAL PRODUCTS INC.	08/09/2024	Regular	0.00	564.80	64118
0577	CAPITAL CITY EQUIPMENT	08/09/2024	Regular	0.00	680.67	64119
1994	CONVERGINT TECHNOLOGIES LLC	08/09/2024	Regular	0.00	9,445.58	64120
2849	DAVID ROSS	08/09/2024	Regular	0.00	30,669.45	64121
0145	DIAM PEST CONTROL	08/09/2024	Regular	0.00	150.00	64122
2246	ETECH	08/09/2024	Regular	0.00	3,155.90	64123
	Void	08/09/2024	Regular	0.00	0.00	64124
	Void	08/09/2024	Regular	0.00	0.00	64125
	Void	08/09/2024	Regular	0.00	0.00	64126
2388	HOTSY CLEANING SYSTEMS	08/09/2024	Regular	0.00	783.44	64127
0784	IOWA PARKS & RECREATION ASSOC	08/09/2024	Regular	0.00	175.00	64128
0904	INTERSTATE BATTERY	08/09/2024	Regular	0.00	152.95	64129
2383	KAY PARK RECREATION	08/09/2024	Regular	0.00	2,168.10	64130
2837	KATIE KLUS	08/09/2024	Regular	0.00	607.64	64131
0277	MARTIN MARIETTA MATERIALS	08/09/2024	Regular	0.00	493.01	64132
0286	METRO WASTE AUTHORITY	08/09/2024	Regular	0.00	122.00	64133
0251	MICROBAC LABORATORIES, INC	08/09/2024	Regular	0.00	620.00	64134
0308	MUNICIPAL SUPPLY, INC.	08/09/2024	Regular	0.00	95.00	64135
0979	NAPA AUTO PARTS	08/09/2024	Regular	0.00	100.18	64136
2492	NATIONAL PUBLIC EMPLOYER LABO	08/09/2024	Regular	0.00	200.00	64137
2691	POLK COUNTY SHERIFF	08/09/2024	Regular	0.00	70,272.25	64138
0977	SECRETARY OF STATE	08/09/2024	Regular	0.00	30.00	64139
0977	SECRETARY OF STATE	08/09/2024	Regular	0.00	30.00	64140
0564	STOREY KENWORTHY/MATT PARRO	08/09/2024	Regular	0.00	229.76	64141
0805	U.S. POSTAL SERVICE	08/09/2024	Regular	0.00	84.00	64142
2706	VALEO NETWORKS	08/09/2024	Regular	0.00	1,662.50	64143
1161	VEENSTRA & KIMM, INC.	08/09/2024	Regular	0.00	27,349.67	64144
2093	KLC CONSTRUCTION	08/09/2024	Bank Draft	0.00	35,530.00	DFT0003313
0291	MIDAMERICAN ENERGY	07/08/2024	Bank Draft	0.00	10,122.83	DFT0003314
2757	GOOGLE LLC	08/05/2024	Bank Draft	0.00	22.90	DFT0003315
1069	FIRST NATIONAL BANK OMAHA	08/06/2024	Bank Draft	0.00	1,959.89	DFT0003316
0291	MIDAMERICAN ENERGY	08/07/2024	Bank Draft	0.00	4,879.74	DFT0003317
1148	MCANINCH CORPORATION	08/09/2024	Bank Draft	0.00	389,397.52	DFT0003318

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	33	26	0.00	150,489.15
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	6	6	0.00	441,912.88
EFT's	0	0	0.00	0.00
	39	35	0.00	592,402.03

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2024	10,122.83
999	POOLED CASH	8/2024	582,279.20
			592,402.03



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00963 - PYPKT00595 - 07/15-07/28/24 PAID ON 8/2/24

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: 28,085.66
INV0004079	Invoice	9/1/2024	9/1/2024	9/1/2024	9/1/2024	1,711.23	0.00	0.00	0.00	1,711.23
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 9/1/2024		Bank Draft:		DFT0003290
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,711.23	0.00	0.00	0.00	1,711.23	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2125	DENTAL INSURANCE				1,711.23	100.00%				
INV0004085	Invoice	9/1/2024	9/1/2024	9/1/2024	9/1/2024	20,341.90	0.00	0.00	0.00	20,341.90
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	Payment Date: 9/1/2024		Bank Draft:		DFT0003296
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	20,341.90	0.00	0.00	0.00	20,341.90	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				20,341.90	100.00%				
INV0004086	Invoice	9/1/2024	9/1/2024	9/1/2024	9/1/2024	1,014.60	0.00	0.00	0.00	1,014.60
EBS ADMIN COST	AP Bank Code - AP Bank				No	Payment Date: 9/1/2024		Bank Draft:		DFT0003297
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
EBS ADMIN COST	Service		0.00	0.00	1,014.60	0.00	0.00	0.00	1,014.60	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				1,014.60	100.00%				
INV0004088	Invoice	9/1/2024	9/1/2024	9/1/2024	9/1/2024	1,405.74	0.00	0.00	0.00	1,405.74
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	Payment Date: 9/1/2024		Bank Draft:		DFT0003299
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
LIFE & DIS PRINCIPAL	Service		0.00	0.00	1,405.74	0.00	0.00	0.00	1,405.74	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				1,405.74	100.00%				
INV0004089	Invoice	9/1/2024	9/1/2024	9/1/2024	9/1/2024	3,412.00	0.00	0.00	0.00	3,412.00
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	Payment Date: 9/1/2024		Bank Draft:		DFT0003300
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SELF FUNDED DEDUCTABLE INSURANCE	Service		0.00	0.00	3,412.00	0.00	0.00	0.00	3,412.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				3,412.00	100.00%				
INV0004090	Invoice	9/1/2024	9/1/2024	9/1/2024	9/1/2024	200.19	0.00	0.00	0.00	200.19
VISION AVISES	AP Bank Code - AP Bank				No	Payment Date: 9/1/2024		Bank Draft:		DFT0003301

Payable Register

Packet: APPKT00963 - PYPKT00595 - 07/15-07/28/24 PAID ON 8/2/24

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	200.19	0.00	0.00	0.00	200.19		
Account Number	Account Name	Project	Account Key	Amount	Percent					
112-050-2132	VISION WITHHOLDING			200.19	100.00%					

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

Vendor Total: 252.54

INV0004094	Invoice	9/27/2024	9/27/2024	9/27/2024	9/27/2024	252.54	0.00	0.00	0.00	252.54
Unemployment Insurance	AP Bank Code - AP Bank			No	Payment Date: 9/27/2024			Bank Draft:	DFT0003305	
Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployment Insurance Distributions	NA			0.00	0.00	252.54	0.00	0.00	0.00	252.54
Account Number	Account Name			Project Account Key		Amount	Percent			
112-050-2122	STATE WITHHOLDING					252.54	100.00%			

Vendor: [0239 - IPERS](#)

Vendor Total: 18,550.09

INV0004087	Invoice	8/30/2024	8/30/2024	8/30/2024	8/30/2024	567.07	0.00	0.00	0.00	567.07
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 8/30/2024		Bank Draft:			DFT0003298
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%			
INV0004091	Invoice	8/30/2024	8/30/2024	8/30/2024	8/30/2024	17,983.02	0.00	0.00	0.00	17,983.02
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 8/30/2024		Bank Draft:			DFT0003302
Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution Distributions	NA			0.00	0.00	5,334.33	0.00	0.00	0.00	5,334.33
Account Number	Account Name			Project Account Key		Amount	Percent			
112-050-2123	IPERS WITHHOLDING					5,334.33	100.00%			
Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution Distributions	NA			0.00	0.00	12,648.69	0.00	0.00	0.00	12,648.69
Account Number	Account Name			Project Account Key		Amount	Percent			
112-050-2123	IPERS WITHHOLDING					12,648.69	100.00%			

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 28,439.54

INV0004093	Invoice	8/2/2024	8/2/2024	8/2/2024	8/2/2024	28,439.54	0.00	0.00	0.00	28,439.54
Federal Tax Withheld	AP Bank Code - AP Bank			No	Payment Date: 8/2/2024			Bank Draft:		DFT0003304
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Social Security Withholding Distributions	NA		0.00	0.00	14,587.64	0.00	0.00	0.00	14,587.64	
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				14,587.64	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Medicare Withholding Distributions	NA		0.00	0.00	3,411.70	0.00	0.00	0.00	3,411.70	
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				3,411.70	100.00%				

Payable Register

Packet: APPKT00963 - PYPKT00595 - 07/15-07/28/24 PAID ON 8/2/24

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	10,440.20	0.00	0.00	0.00	10,440.20			
Account Number	Account Name	Project Account Key			Amount	Percent					
670-050-2120	FEDERAL WITHHOLDING				20.23	0.19%					
741-050-2120	FEDERAL WITHHOLDING				323.40	3.10%					
610-050-2120	FEDERAL WITHHOLDING				892.80	8.55%					
600-050-2120	FEDERAL WITHHOLDING				964.53	9.24%					
110-050-2120	FEDERAL WITHHOLDING				992.49	9.51%					
001-050-2120	FEDERAL WITHHOLDING				7,246.75	69.41%					

Vendor: 2249 - ISOLVED BENEFIT SERVICES

Vendor Total: 2,286.47

INV0004080	Invoice	8/2/2024	8/2/2024	8/2/2024	8/2/2024	2,239.13	0.00	0.00	0.00	2,239.13
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 8/2/2024				Bank Draft: DFT0003291

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	100.00%		

INV0004081	Invoice	8/2/2024	8/2/2024	9/6/2024	8/2/2024	47.34	0.00	0.00	0.00	47.34
FSA ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 9/6/2024				Bank Draft: DFT0003292

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX SPENDING ADMINISTRATION FEE Distributions	Service	0.00	0.00	47.34	0.00	0.00	0.00	47.34
Account Number	Account Name	Project Account Key		Amount	Percent			
820-050-2131	SELF-FUNDED WITHHOLDING			47.34	0%			

Vendor: 1274 - MISSION SQUARE

Vendor Total: 2,158.01

INV0004082	Invoice	8/30/2024	8/30/2024	8/30/2024	8/30/2024	1,348.00	0.00	0.00	0.00	1,348.00
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 8/30/2024				Bank Draft: DFT0003293

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction Distributions	NA	0.00	0.00	1,348.00	0.00	0.00	0.00	1,348.00
Account Number	Account Name	Project Account Key			Amount	Percent		
001-050-2130	ICMA-RC				1,348.00	100.00%		

INV0004083	Invoice	8/30/2024	8/30/2024	8/30/2024	8/30/2024	502.01	0.00	0.00	0.00	502.01
DEFERRED COMPENSATION	AP Bank Code - AP Bank				No	Payment Date: 8/30/2024				Bank Draft: DFT0003294

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DEFERRED COMPENSATION Distributions	Service	0.00	0.00	502.01	0.00	0.00	0.00	502.01
Account Number	Account Name	Project Account Key			Amount	Percent		
001-050-2130	ICMA-RC				502.01	100.00%		

INV0004084	Invoice	8/30/2024	8/30/2024	8/30/2024	8/30/2024	308.00	0.00	0.00	0.00	308.00
ICMA-ROTH	AP Bank Code - AP Bank				No	Payment Date: 8/30/2024				Bank Draft: DFT0003295

Payable Register

Packet: APPKT00963 - PYPKT00595 - 07/15-07/28/24 PAID ON 8/2/24

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ICMA-ROTH Distributions	NA		0.00	0.00	308.00	0.00	0.00	0.00	308.00	
Account Number	Account Name	Project Account Key			Amount	Percent				
110-050-2130	ICMA-RC				5.00	1.62%				
600-050-2130	ICMA-RC				31.20	10.13%				
610-050-2130	ICMA-RC				31.20	10.13%				
001-050-2130	ICMA-RC				240.60	78.12%				

Vendor: [1832 - TREASURER - STATE OF IOWA](#)

Vendor Total: 4,451.27

INV0004092	Invoice	8/30/2024	8/30/2024	8/30/2024	8/30/2024	4,451.27	0.00	0.00	0.00	4,451.27
State Tax Withholding	AP Bank Code - AP Bank			No	Payment Date: 8/30/2024			Bank Draft:	DFT0003303	

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding Distributions	NA	0.00	0.00	4,451.27	0.00	0.00	0.00	4,451.27
Account Number	Account Name	Project Account Key		Amount	Percent			
670-050-2122	STATE WITHHOLDING			15.19	0.34%			
610-050-2122	STATE WITHHOLDING			361.53	8.12%			
110-050-2122	STATE WITHHOLDING			434.16	9.75%			
741-050-2122	STATE WITHHOLDING			166.21	3.73%			
600-050-2122	STATE WITHHOLDING			399.46	8.97%			
001-050-2122	STATE WITHHOLDING			3,074.72	69.08%			

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	16	84,223.58	0.00	0.00	0.00	84,223.58	84,223.58	0.00
Grand Total:		84,223.58	0.00	0.00	0.00	84,223.58	84,223.58	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	7,246.75
001-050-2122	STATE WITHHOLDING	3,074.72
001-050-2130	ICMA-RC	2,090.61
Total:		12,412.08

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	992.49
110-050-2122	STATE WITHHOLDING	434.16
110-050-2130	ICMA-RC	5.00
Total:		1,431.65

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	17,999.34
112-050-2122	STATE WITHHOLDING	252.54
112-050-2123	IPERS WITHHOLDING	18,550.09
112-050-2124	HEALTH INSURANCE WITHHOLDING	26,174.24
112-050-2125	DENTAL INSURANCE	1,711.23
112-050-2132	VISION WITHHOLDING	200.19
Total:		64,887.63

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	964.53
600-050-2122	STATE WITHHOLDING	399.46
600-050-2130	ICMA-RC	31.20
Total:		1,395.19

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	892.80
610-050-2122	STATE WITHHOLDING	361.53
610-050-2130	ICMA-RC	31.20
Total:		1,285.53

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	20.23
670-050-2122	STATE WITHHOLDING	15.19
Total:		35.42

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	323.40
741-050-2122	STATE WITHHOLDING	166.21
Total:		489.61

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,286.47
Total:		2,286.47



Payroll Check Register

Checks

Pay Period: 7/15/2024-7/28/2024

Packet: PYPKT00595 - 07/15-07/28/24 PAID ON 8/2/24
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: 7/15/2024-7/28/2024

Packet: PYPKT00595 - 07/15-07/28/24 PAID ON 8/2/24

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
ADKISSON, JENNIFER	3145	08/02/2024	744.11	105255
BAILEY, BOYCE E	7104	08/02/2024	1,358.50	105256
BERGESON, JOHN W	7121	08/02/2024	1,991.03	105257
BRIGGS, ASHTON S	1511	08/02/2024	812.77	105258
BRUCE, EMMA	3141	08/02/2024	784.02	105259
CARPENTER, JOHN C	5129	08/02/2024	1,631.29	105260
CLAMAN, CATHERINE JO	3146	08/02/2024	82.73	105261
CLAMAN, CATHERINE JO	3146	08/02/2024	124.09	105261
COLLISON, PATRICK F	5103	08/02/2024	2,415.64	105262
CORY, JOHN P	7120	08/02/2024	1,651.78	105263
CRITTENDEN, MATTHEW	1567	08/02/2024	1,154.15	105264
DE LOS SANTOS, JUAN DAVID	7128	08/02/2024	1,560.88	105265
DOMINGUEZ, MATTHEW P	1513	08/02/2024	450.70	105266
ELLIOTT, KYLE	1568	08/02/2024	1,171.26	105267
GANNAWAY, COURTNEY	1597	08/02/2024	1,208.26	105268
GILSON, DUSTY ALAN	7124	08/02/2024	1,831.63	105269
HAGAN, SHELBY L	5118	08/02/2024	2,735.05	105270
HARMISON, TROY G	1503	08/02/2024	1,839.55	105271
HIGGINS, DAVID P.	7105	08/02/2024	1,503.74	105272
HORTON, JOHN C	7112	08/02/2024	100.00	105273
HORTON, JOHN C	7112	08/02/2024	3,580.14	105273
HOWIESON, DANIEL	1572	08/02/2024	444.73	105274
HUFF, TIMOTHY J	1559	08/02/2024	2,304.06	105275
JESS, JENE' N	5123	08/02/2024	3,459.73	105276
JOHNSON, ANNASTASHA	5130	08/02/2024	1,469.18	105277
KENT, RONALD D	7115	08/02/2024	1,114.68	105278
KING, CHRISTINA M	3143	08/02/2024	758.55	105279
KLINKER, KRIS	7116	08/02/2024	669.58	105280
KLINKER-FELD, MICHELL M	3135	08/02/2024	2,268.32	105281
KLUS, KATIE	5134	08/02/2024	1,587.59	105282
KREUDER, AARON M	1441	08/02/2024	3,834.52	105283
KRUSE, OSCAR	1586	08/02/2024	398.18	105284
LUING, TIFFANY A	5133	08/02/2024	1,986.79	105285
LUNDQUIST, BRADLEY D	1555	08/02/2024	916.26	105286
MARSHMAN, CRAIG A	5125	08/02/2024	1,773.67	105287
MASON, KYLE	1598	08/02/2024	1,023.40	105288
MILLER, BRODY E	1582	08/02/2024	1,567.87	105289
MURRAY, MARGARET	5126	08/02/2024	3,237.60	105290
OLIVER, MARKETA S	8403	08/02/2024	4,700.71	105291
OLIVER, MARKETA S	8403	08/02/2024	300.00	105291
PEZLEY, ISAAC J	5132	08/02/2024	2,326.41	105292
RAUTERBERG, ANTHONY	1599	08/02/2024	2,636.77	105293
REYNOLDS, RAY A	1537	08/02/2024	1,079.93	105294
RICCIO, ANTHONY F	1583	08/02/2024	405.85	105295
SANDERS, JILL C	3128	08/02/2024	3,358.41	105296
SCHINCKE, MEGAN	3137	08/02/2024	125.00	105297
SCHINCKE, MEGAN	3137	08/02/2024	1,075.78	105297
SCHINCKE, MEGAN	3137	08/02/2024	461.05	105297
SEXTON, WILLIAM M	7125	08/02/2024	1,170.10	105298
SEXTON, WILLIAM M	7125	08/02/2024	250.00	105298
SPOERRY, DANIELLE M	1527	08/02/2024	1,341.15	105299

Employee	Employee #	Date	Amount	Number
SUHR, CARLENE E.F.	3144	08/02/2024	1,468.53	105300
SUMMERS, AANNA N	1575	08/02/2024	1,731.38	105301
SUMMERS, ALAN C	1534	08/02/2024	1,899.17	105302
WELTHA, CLAYTON	1566	08/02/2024	1,166.57	105303



Payroll Check Register

Report Summary

Pay Period: 7/15/2024-7/28/2024

Packet: PYPKT00595 - 07/15-07/28/24 PAID ON 8/2/24
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	55	83,042.84
Total	55	83,042.84



Payroll Check Register

Checks

Pay Period: 7/29/2024-8/11/2024

Packet: PYPKT00601 - 07/29-08/11/24 PAID ON 8/16/24
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: 7/29/2024-8/11/2024

Packet: PYPKT00601 - 07/29-08/11/24 PAID ON 8/16/24

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
ADKISSON, JENNIFER	3145	08/16/2024	888.17	105304
BAILEY, BOYCE E	7104	08/16/2024	1,312.54	105305
BERGESON, JOHN W	7121	08/16/2024	1,991.03	105306
BRIGGS, ASHTON S	1511	08/16/2024	821.50	105307
BRUCE, EMMA	3141	08/16/2024	703.62	105308
CARPENTER, JOHN C	5129	08/16/2024	1,631.29	105309
CLAMAN, CATHERINE JO	3146	08/16/2024	311.77	105310
CLAMAN, CATHERINE JO	3146	08/16/2024	207.85	105310
COLLISON, PATRICK F	5103	08/16/2024	2,387.09	105311
CORY, JOHN P	7120	08/16/2024	1,655.77	105312
CRITTENDEN, MATTHEW	1567	08/16/2024	1,523.40	105313
DE LOS SANTOS, JUAN DAVID	7128	08/16/2024	1,511.65	105314
DOMINGUEZ, MATTHEW P	1513	08/16/2024	855.77	105315
ELLIOTT, KYLE	1568	08/16/2024	1,241.44	105316
GANNAWAY, COURTNEY	1597	08/16/2024	678.61	105317
GILSON, DUSTY ALAN	7124	08/16/2024	1,626.72	105318
HAGAN, SHELBY L	5118	08/16/2024	2,735.05	105319
HARMISON, TROY G	1503	08/16/2024	1,839.55	105320
HIGGINS, DAVID P.	7105	08/16/2024	1,627.87	105321
HORTON, JOHN C	7112	08/16/2024	3,580.14	105322
HORTON, JOHN C	7112	08/16/2024	100.00	105322
HOWIESON, DANIEL	1572	08/16/2024	468.58	105323
HUFF, TIMOTHY J	1559	08/16/2024	1,895.68	105324
JESS, JENE' N	5123	08/16/2024	3,459.73	105325
JOHNSON, ANNASTASHA	5130	08/16/2024	1,469.18	105326
KENT, RONALD D	7115	08/16/2024	969.91	105327
KING, CHRISTINA M	3143	08/16/2024	670.54	105328
KLINKER, KRIS	7116	08/16/2024	381.02	105329
KLINKER-FELD, MICHELL M	3135	08/16/2024	2,268.33	105330
KLUS, KATIE	5134	08/16/2024	1,587.59	105331
KREUDER, AARON M	1441	08/16/2024	3,834.52	105332
KRUSE, OSCAR	1586	08/16/2024	560.58	105333
LURING, TIFFANY A	5133	08/16/2024	1,986.80	105334
LUNDQUIST, BRADLEY D	1555	08/16/2024	973.06	105335
MARSHMAN, CRAIG A	5125	08/16/2024	1,773.67	105336
MASON, KYLE	1598	08/16/2024	847.56	105337
MILLER, BRODY E	1582	08/16/2024	1,567.87	105338
MURRAY, MARGARET	5126	08/16/2024	3,236.53	105339
OLIVER, MARKETA S	8403	08/16/2024	3,818.78	105340
OLIVER, MARKETA S	8403	08/16/2024	300.00	105340
PEZLEY, ISAAC J	5132	08/16/2024	2,518.07	105341
RAUTERBERG, ANTHONY	1599	08/16/2024	2,665.09	105342
REYNOLDS, RAY A	1537	08/16/2024	1,027.39	105343
RICCIO, ANTHONY F	1583	08/16/2024	869.91	105344
SANDERS, JILL C	3128	08/16/2024	3,358.41	105345
SCHINCKE, MEGAN	3137	08/16/2024	461.05	105346
SCHINCKE, MEGAN	3137	08/16/2024	125.00	105346
SCHINCKE, MEGAN	3137	08/16/2024	1,075.78	105346
SEXTON, WILLIAM M	7125	08/16/2024	1,153.91	105347
SEXTON, WILLIAM M	7125	08/16/2024	250.00	105347
SPOERRY, DANIELLE M	1527	08/16/2024	1,735.70	105348

Employee	Employee #	Date	Amount	Number
SUHR, CARLENE E.F.	3144	08/16/2024	1,468.53	105349
SUMMERS, AANNA N	1575	08/16/2024	1,717.86	105350
SUMMERS, ALAN C	1534	08/16/2024	1,899.17	105351
WELTHA, CLAYTON	1566	08/16/2024	1,107.64	105352



Payroll Check Register

Report Summary

Pay Period: 7/29/2024-8/11/2024

Packet: PYPKT00601 - 07/29-08/11/24 PAID ON 8/16/24
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	55	82,734.27
Total	55	82,734.27



Refund Check Register

Refund Check Detail

UBPKT05751 - 8/1/24 - UB REFUND CHECK 05-02605-02

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
05-02605-02	CATHLEEN MCLAUGHLIN	8/1/2024	64059	73.72			73.72	Deposit
Total Refunds: 1		Total Refunded Amount:		73.72				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	73.72
Revenue Total:	73.72

General Ledger Distribution

Posting Date: 08/01/2024

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER	600-000-1101	CLAIM ON POOLED CASH	-73.72	Yes
	600-050-2141	APPLIED CREDITS	73.72	
	600 Total:		0.00	
Fund: 999 - POOLED CASH	999-000-1100	POOLED CASH	-73.72	Yes
	999-050-2300	DUE TO OTHER FUNDS	73.72	
	999 Total:		0.00	
	Distribution Total:		0.00	



Refund Check Register

Refund Check Detail

UBPKT05754 - Refunds 01 UBPKT05752 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01415-02	JEFFREY SCHOEN	8/6/2024	64095	135.25			135.25	Generated From Billing
01-02167-11	FOSTER, TRAVIS R	8/6/2024	64096	122.64			122.64	Generated From Billing
01-02382-05	DAVID HERNANDEZ	8/6/2024	64097	73.39			73.39	Generated From Billing
01-02400-06	JOHNSTON, TYLER M	8/6/2024	64098	36.19			36.19	Generated From Billing
01-02411-09	KLAPP, BRUCE E	8/6/2024	64099	127.28			127.28	Generated From Billing
01-02578-07	SARA PUCKETT	8/6/2024	64100	67.76			67.76	Generated From Billing
01-02928-02	ZACHARY KRISTOFF	8/6/2024	64101	162.90			162.90	Generated From Billing
01-03024-04	WYNN, SKYLER D	8/6/2024	64102	139.57			139.57	Generated From Billing
01-03153-11	LANE, DONALD E	8/6/2024	64103	119.71			119.71	Generated From Billing
01-03202-05	BECKETT, JANET	8/6/2024	64104	94.99			94.99	Generated From Billing
01-03220-05	AVES, AMY M	8/6/2024	64105	97.13			97.13	Generated From Billing
04-03439-03	ROBERTS, MASON A	8/6/2024	64106	109.97			109.97	Generated From Billing
06-02526-02	MALSON, RILEY C	8/6/2024	64107	115.82			115.82	Generated From Billing
14-03149-11	HALL, ANTHONY	8/6/2024	64108	111.92			111.92	Generated From Billing
16-01831-01	RICHMOND, RYAN J	8/6/2024	64109	97.13			97.13	Generated From Billing
16-01849-01	PALMITIER, GARET S	8/6/2024	64110	113.19			113.19	Generated From Billing
16-01877-01	PHANACHONE, LISA	8/6/2024	64111	86.41			86.41	Generated From Billing
16-01883-01	THORPE, BRADLEY	8/6/2024	64112	119.71			119.71	Generated From Billing
16-01884-01	JOHNSON, MARCUS B	8/6/2024	64113	122.64			122.64	Generated From Billing
16-01965-00	GH HOMES LLC	8/6/2024	64114	52.16			52.16	Generated From Billing

Total Refunds: 20

Total Refunded Amount: 2,105.76

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	2105.76
Revenue Total:	2105.76

General Ledger Distribution

Posting Date: 08/01/2024

Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER			
600-000-1101	CLAIM ON POOLED CASH	-2,105.76	Yes
600-050-2141	APPLIED CREDITS	2,105.76	
600 Total:		0.00	

General Ledger Distribution

Posting Date: 08/01/2024

	Account Number	Account Name	Posting Amount	IFT
Fund:	999 - POOLED CASH			
	999-000-1100	POOLED CASH	-2,105.76	
	999-050-2300	DUE TO OTHER FUNDS	2,105.76	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



Refund Check Register

Refund Check Detail

UBPKT05765 - 8/6/24 - UB REFUND CHECK 02-01129-02

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-01129-02	ADAMS, MIKE	8/6/2024	64115	71.99			71.99	Deposit
Total Refunds: 1		Total Refunded Amount:		71.99				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	71.99
Revenue Total:	71.99

General Ledger Distribution

Posting Date: 08/06/2024

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER	600-000-1101	CLAIM ON POOLED CASH	-71.99	Yes
	600-050-2141	APPLIED CREDITS	71.99	
	600 Total:		0.00	
Fund: 999 - POOLED CASH	999-000-1100	POOLED CASH	-71.99	
	999-050-2300	DUE TO OTHER FUNDS	71.99	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



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

Item No. 5.d.
For Meeting of 8/19/2024
Receive and File

TITLE: Receive & File - FY 2024 Outstanding Obligations Report

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: The City is required to file this report annually with the State Of Iowa Treasurer.

FUNDING SOURCE: This is a report showing expenditures made related to debt service; expenditures supported by the General Fund debt service levy, TIF, Local Option Sales and Services Taxes, Road Use taxes, and utility funds.

STAFF RECOMMENDATION: Receive and file.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 2024 Outstanding Obligations Report

Roby Smith
Treasurer of Iowa

**Outstanding Obligations
Disclosure Statement
Report Year 2024**

TABLE ONE

(Please type or print)

Federal ID Number: 426004287

City

Bondurant

Address: 200 2nd St NE

PO Box 37

City:

Bondurant

State: IA

Zip Code: 50035

County:

Polk County

Phone:

515-630-6981

Contact Person:

Jené N Jess

Issue Date	Maturity Date	Amount Issued	Amount Outstanding	Purpose	Security Classification
02/22/2022	06/01/2041	\$13,700,000.00	\$13,380,000.00	Public Buildings/Schools	General Obligation
11/21/2023	06/01/2039	\$11,540,000.00	\$11,540,000.00	Utilities/Sewers	General Obligation
11/21/2023	06/01/2039	\$6,420,000.00	\$6,420,000.00	Utilities/Sewers	General Obligation
02/03/2020	06/30/2034	\$7,045,000.00	\$5,915,000.00	Transportation	General Obligation
02/02/2021	06/30/2037	\$6,050,000.00	\$5,640,000.00	Utilities/Sewers	General Obligation
11/04/2020	06/30/2040	\$3,580,000.00	\$2,925,000.00	Public Buildings/Schools	General Obligation
02/03/2020	06/30/2032	\$2,135,000.00	\$1,680,000.00	Other	General Obligation
06/18/2018	06/01/2029	\$2,455,000.00	\$1,370,000.00	Utilities/Sewers	General Obligation
03/05/2014	06/01/2029	\$1,130,000.00	\$600,000.00	Utilities/Sewers	General Obligation
05/31/2017	06/01/2026	\$895,000.00	\$285,000.00	Parks/Recreation	General Obligation
07/06/2011	06/01/2026	\$1,550,000.00	\$285,000.00	Transportation	General Obligation
06/12/2013	06/01/2025	\$2,265,000.00	\$155,000.00	Parks/Recreation	General Obligation
07/21/2023	06/01/2044	\$2,269,146.42	\$2,269,146.42	Utilities/Sewers	Revenue Bonds
06/30/2020	06/30/2035	\$2,665,000.00	\$2,055,000.00	Utilities/Sewers	Revenue Bonds
12/30/2020	06/30/2040	\$2,290,000.00	\$1,890,000.00	Utilities/Sewers	Revenue Bonds
10/14/2022	10/14/2025	\$284,160.88	\$284,160.88	Utilities/Sewers	Revenue Bonds
08/01/2005	06/01/2026	\$1,221,212.86	\$208,309.21	Utilities/Sewers	Revenue Bonds



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

Item No. 5.e.
For Meeting of 8/19/2024
Receive and File

TITLE: Receive & File - July 3, 2024, Library Board Meeting Minutes & Director's Report

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. July 3, 2024 Library Board Meeting Minutes
2. Director's Report



Meeting Minutes
Bondurant Community Library | Library Board of Trustees
Wednesday, July 3, 2024

Call to order: Meeting called to order at 6:04 PM by President Bryant.

- 1. Roll Call:** *Members Present:* Josh Bryant, Amber Flinn, Mike Kramer, Sue Ugulini, Travis Appelgate and Jen Keeler. Director Sanders was also present.

Guests present: Tara Cox, Bondurant City Council liaison. Attended virtually

- 2. Perfecting and Approving the Agenda:** Motion to approve the agenda by Kramer, seconded by Ugulini. Motion carried.

3. Approval of Consent Agenda:

- a. Minutes of past meeting –June 2024
- b. Financial Report
- c. Approve Warrant list / authorize expenditures
- d. Staff Report – June 2024
- e. Director's Report – June 2024
- f. Statistics – June 2024

Motion to approve the above consent agenda with edits by Kramer, seconded by Appelgate. Motion carried.

- 4. Public Comments:** None.

- 5. Library Foundation Update:** Working on supplying the New Mover Bags that the Bondurant Chamber distributes.

- 6. Friends of the Library Update:** Working on fundraising opportunities including Ray Gun t-shirts.

- 7. City Council Liaison Report:** The new location for Emergency Services has started dirt work and work on the new water tower. All to be completed by the end of summer next year

- 8. Old Business:** Review/approve Meeting Room Policy and Form. Motion to approve by Ugulini, seconded by Keeler. Motion carried.

9. New Business:

a) Trustee Training – Chapter 16 Trustee Handbook: *Library Buildings.*
Reviewed and discussed this chapter.

b) Review/Approve Returned Check Policy. Motion to approve policy by Keeler seconded by Appelgate. Motion carried.

c) Review/Approve Converjint Security Camera Quote. Motion to approve by Kramer, seconded by Flinn. Motion carried. Funds to be used for this project will come from excess funds from FY2024 to be carried over to FY2025 per City Administrator Oliver.

d) Discussion/Decision Letter of Retirement from Director Sanders: Director Sanders presented her letter intent for retirement by December 31, 2024. Motion to accept by Kramer, seconded by Flinn. Motion carried.

10. Board President Items: None presented

12. Adjournment: Motion to adjourn by Kramer, seconded by Keeler. Motion carried.

Next Meeting: August 7, 2024 at 6 PM.

Respectfully submitted,

Jill Sanders, Library Director acting Board Secretary



Librarian items July, 2024

- No Library Staff meeting was held in July.
- Director Sanders attended the Bondurant Community Library Foundation and Friends of the Library meeting on July 17.
- Staff manned a booth at the Farmer's Market on July 10th and July 24th.
- The new security cameras and the replacement cameras have been installed by Convirgent.
- Open Access and Direct State Aid reports have been filed for the year by Assistant Director Klinker-Feld. Open Access loans increased by 1100 this past year.
- The first installment of funding from the PolkCounty Supervisors has been received for \$23,047.00. This will make total funding for the year \$92,188.00. Up from last year funding of \$77,352.00

The line was long all night at the Farmers Market waiting Mr. Balloon Man



Michell:

- EEOC training with City leadership development program
- Department head retreat at Prairie Meadows
- Iowa Small Libraries board meeting
- Received Director Endorsement certification from State Library of Iowa

Megan:

- Webinar “Check it Out”
- POP YS- May archive “Summer Resilience”
- ALA Online course: “Teaching Adulting in the Library to Teens”—8 online course hours completed

Carly:

-

Jennifer:

- Webinar “Living in a Material World: Crafting Programs for Adults”
- “Budgeting in Libraries” course completed for Master’s Degree

Events in July:

- 11 Story Times at the Library
- 3 Sessions of Baby Story & Play
- 8 Sessions of Fit for Life!
- Adult Craft Night
- Book Discussion for Adults
- Books on Tap book discussion at Reclaimed Rails
- Email Basics Lunch and Learn
- Email Basics Workshop
- Book Club for grades 3-5
- Book Club for grades 6-8
- Teens Only Sunday Funday
- Pokémon Club
- STEAM Club
- Summer Reading program Patriotic Craft Stations
- Summer Reading program SOAR Raptors
- Summer Reading program ISU Insect Zoo
- Summer Reading program Meet the Reptiles
- Summer Reading program Magic of Rick Eugene
- Summer Reading program Jolly Pops
- Button Maker at the booth at the Farmers Market
- Bookmark Creation at the booth at the Farmers Market
- LIBRARY CLOSED JULY 4

Stats for July, 2024

- Total Circulation for the month 11,319, 9,610 last year at this time.
- On-line usage (e-Books, Downloadable music, Hoopla (music, ebooks, streaming video), Rocket Language, Brainfuse, Adventure Pass 2,762, last year 1,984.
- Door Count 5,780, last year 1,510.
- Assisting patrons by phone, with the catalog, computers, etc. 634 and 394 last year.

- Story times- 15 were held with 343 attending.
- Total programming attendance 2,736 for adults, youth and children 2,406 last year.
- Internet usage in house was 1,300, last year 957, 1,165 Wi-Fi users 1,506 last year, 130 hotspot were used this past month last year 132.
- Meeting room –July had 105 reservations by the community, last year 77.
- Issued 66 new library cards. Last year we issued 56 cards during the month of July.
- The library did 32 requests for materials from other libraries and provided 114 to other libraries.
- 212 items were added to the collection and 604 were removed.
- 89 Mobile Printing, 101 last year .
- 84 patrons used the Tablet Station, last year 64



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

Item No. 5.f.
For Meeting of 8/19/2024
Receive and File

TITLE: Receive & File - Bondurant Emergency Services Monthly Report

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. BES July Monthly Report

Bondurant Emergencies Services

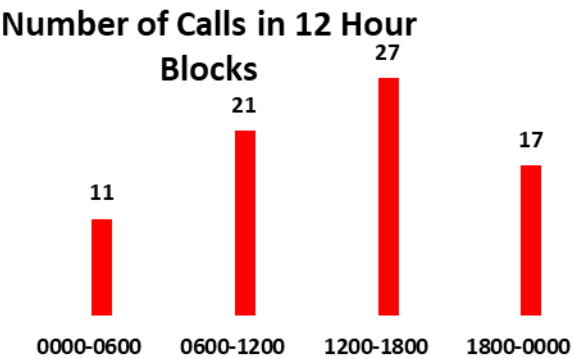
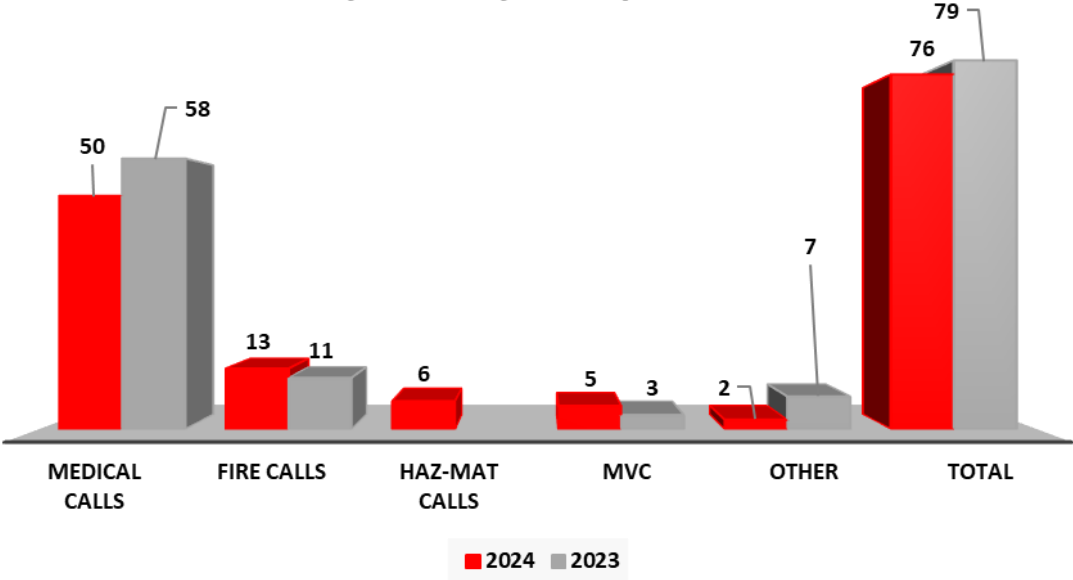
July 2024

Monthly Report

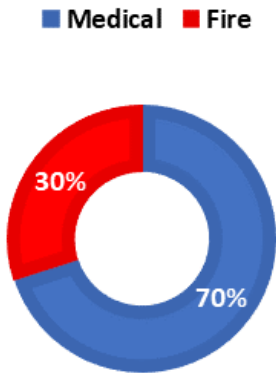


Operational Statistics

2 year July Comparison



SIMULTANEOUS CALL BREAKDOWN

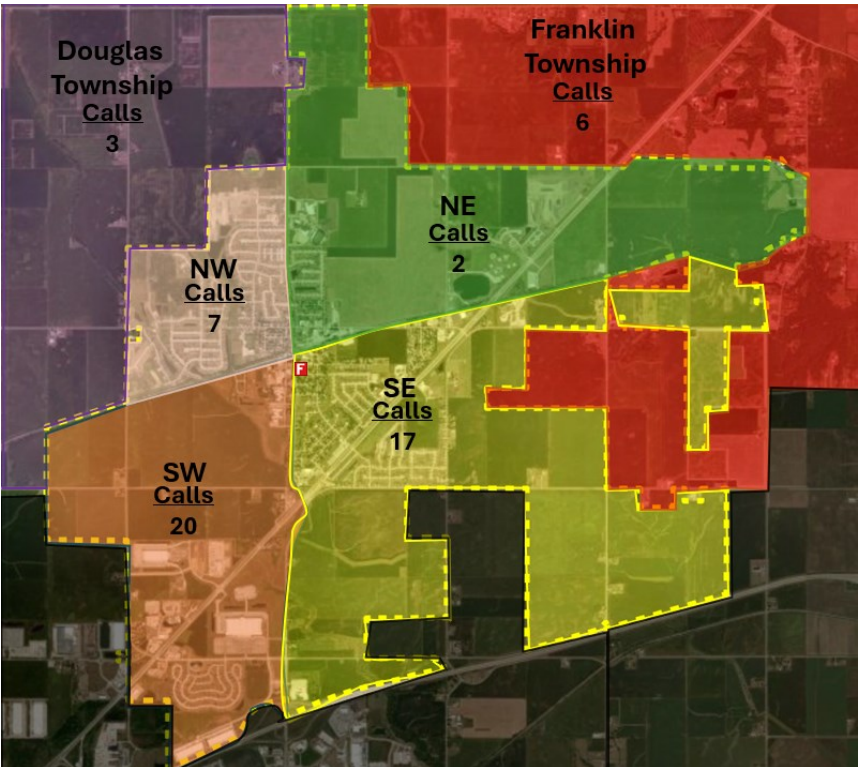


Simultaneous Calls			
2023		2024	
2nd out calls	7	2nd out calls	10
3rd out calls	0	3rd out calls	0
4th+ out calls	0	4th+ out calls	0
TOTAL	7	TOTAL	10
9% Multiple Calls		13% Multiple Calls	

Operational Statistics

Number of Calls per District

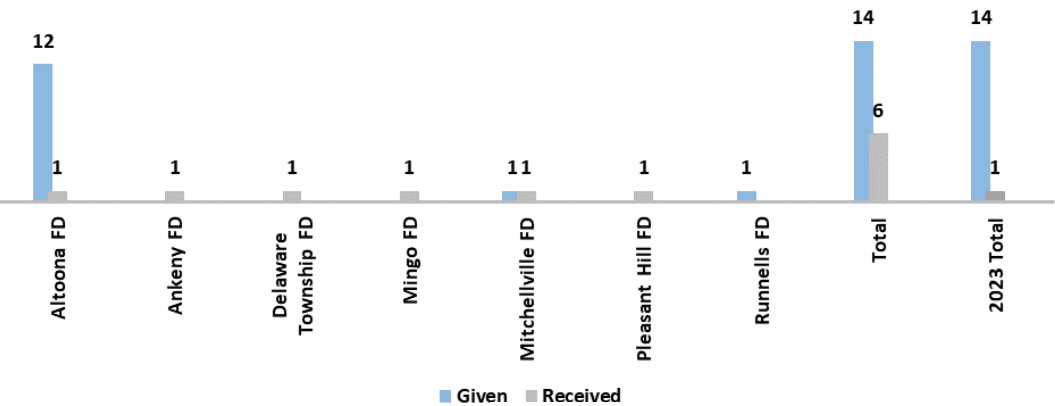
In July



Closest Unit Response Incidents (CUR)
Given

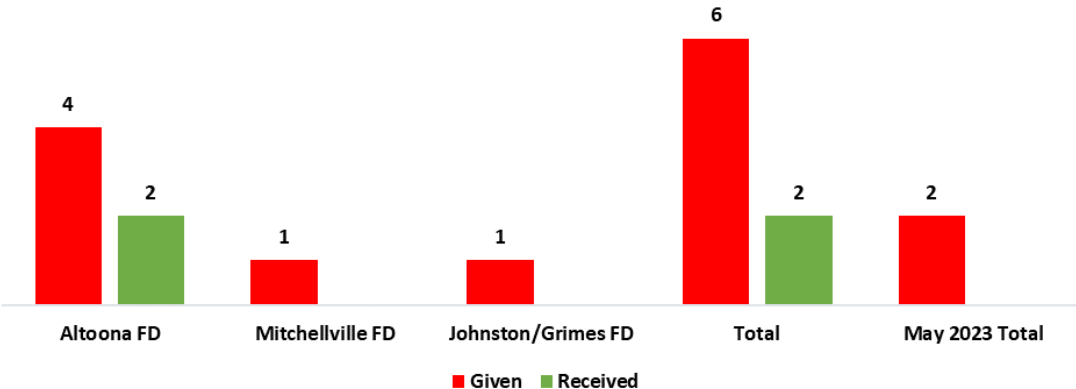


July Automatic Aid Given vs Received



July Mutual Aid Given vs Received

Closest Unit Response Incidents (CUR)
Received

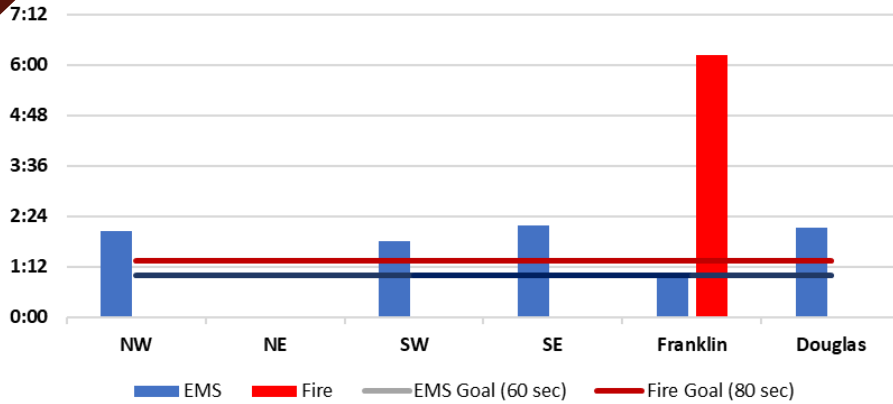


Operational Statistics

Response Times

Emergent Response

Chute Times
(emergent response)

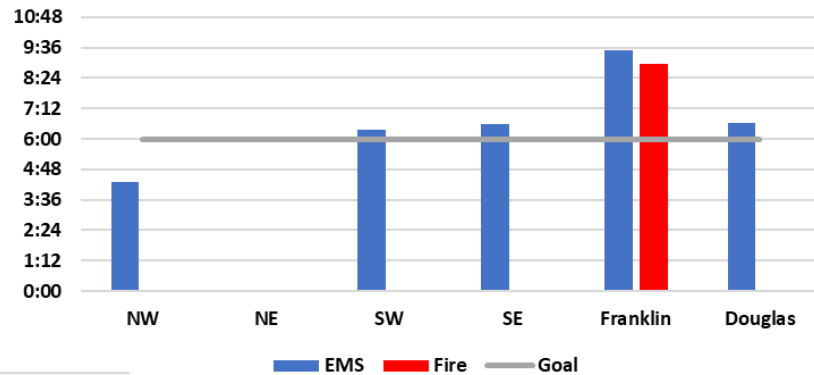


Delayed response due to multiple calls or staffing levels

Chute- 9:08

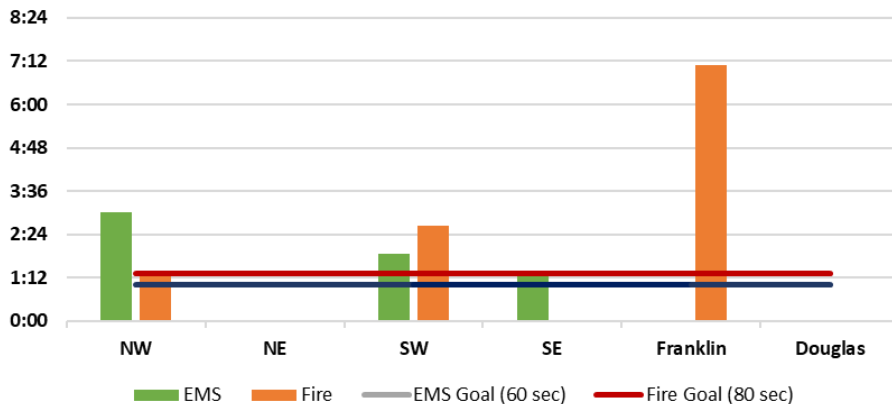
Response- 11:12

Response Times By District
(emergent response)

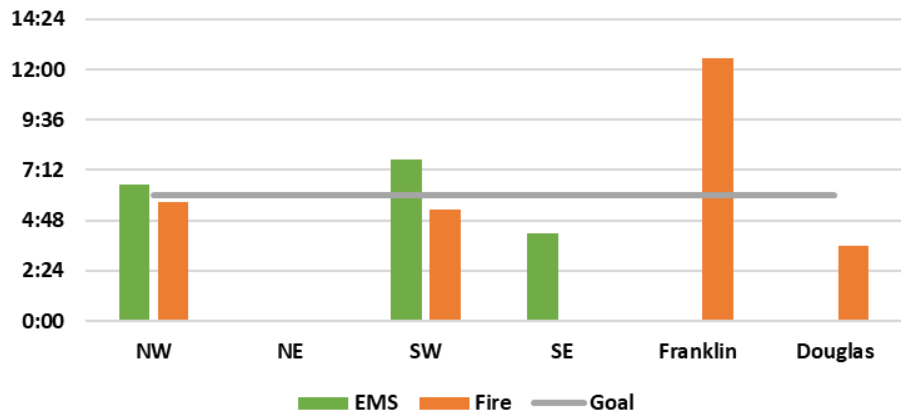


Non-Emergent Response

Chute Times
(non-emergent response)



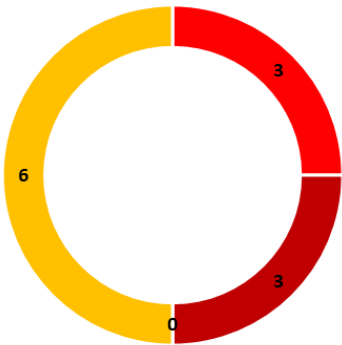
Response Times By District
(non-emergent response)



Fire Operational Statistics

July Fire Saved vs. Loss					
2023			2024		
Saved	Loss	Total Value	Saved	Loss	Total Value
\$0	\$25,000	\$25,000	\$722,000	\$1,500	\$723,500

Fire Alarm Breakdown



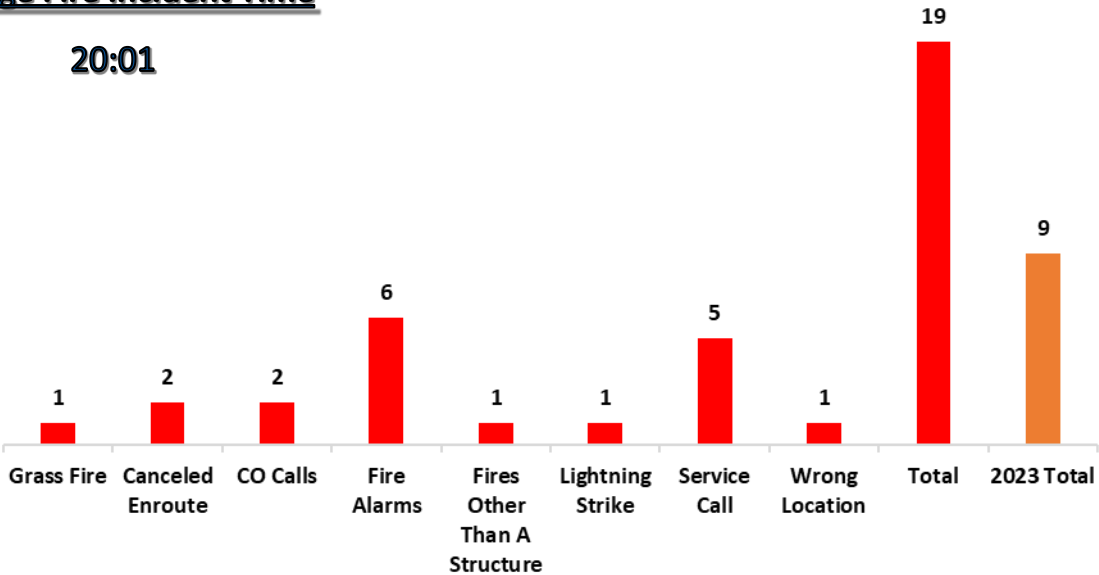
■ Commercial Alarm ■ Residential Alarm ■ Good Alarms ■ False Alarms



Average Fire Incident Time

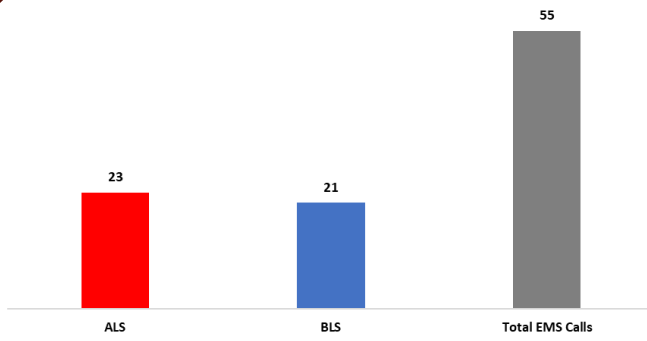
20:01

Fire/Haz-Mat/Other

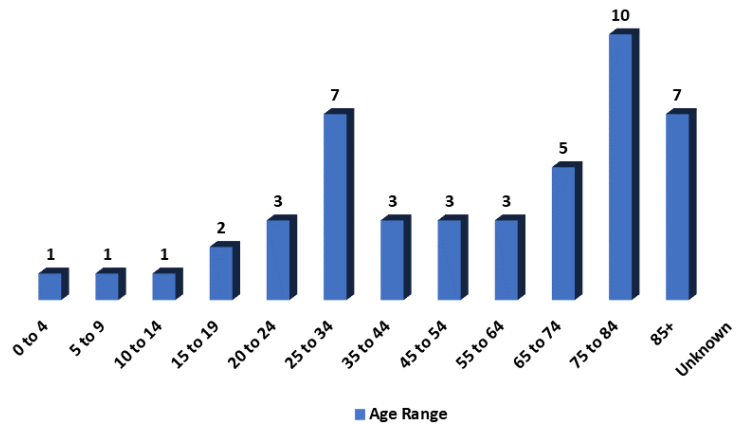


EMS Operational Statistics

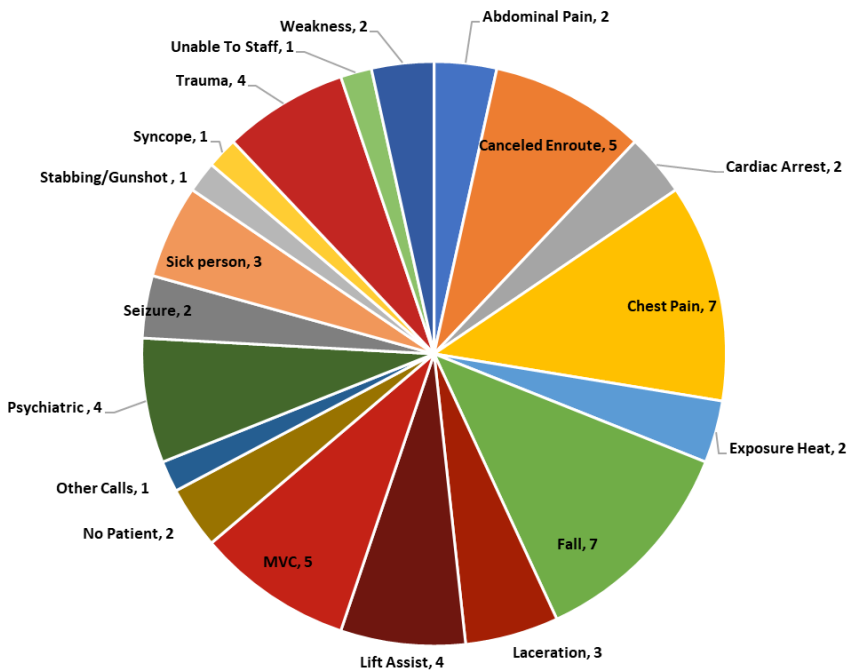
Advanced/Basic Life Support Calls



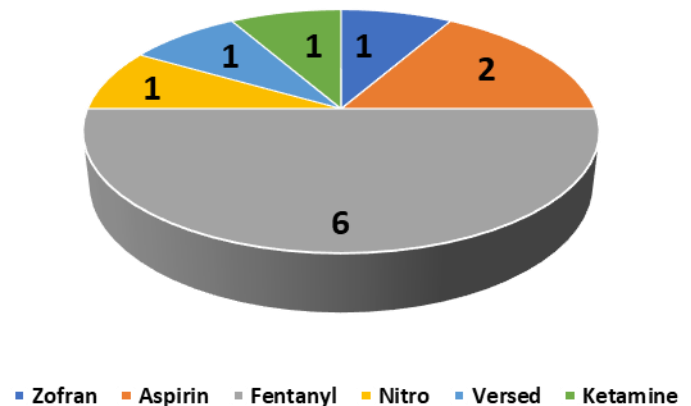
Patient Demographics



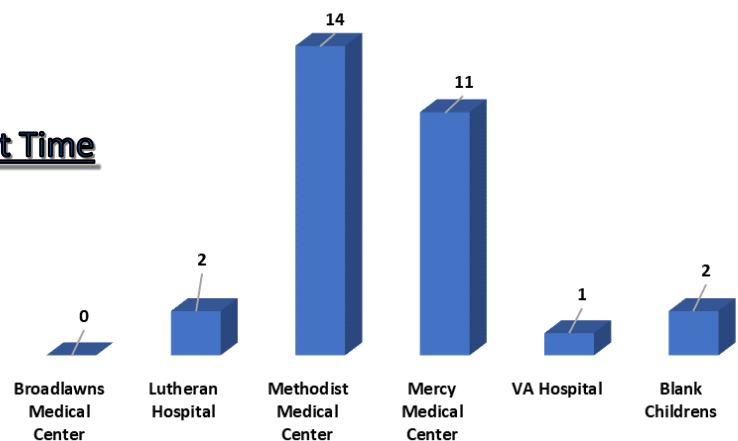
EMS Call Purpose by Provider Primary Impression



Medications Administered



Hospital Destination Transports



Average EMS Incident Time

57:08



Training Division

For the month of July, department members trained on the following:

Engine Company

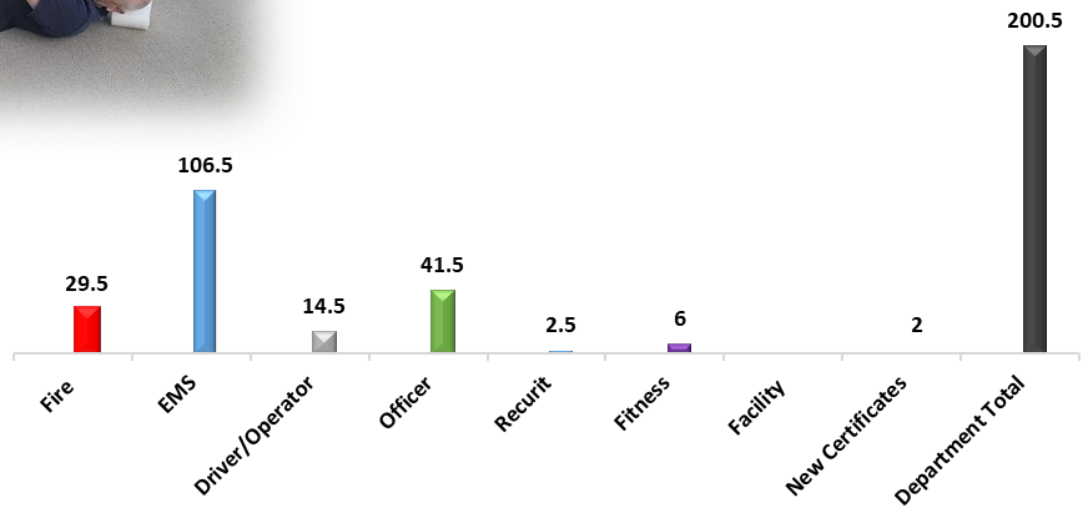
Driver/Operator Pumping
Driver Training
Officer Development

EMS Training

Airway
Splinting
Trauma Skills



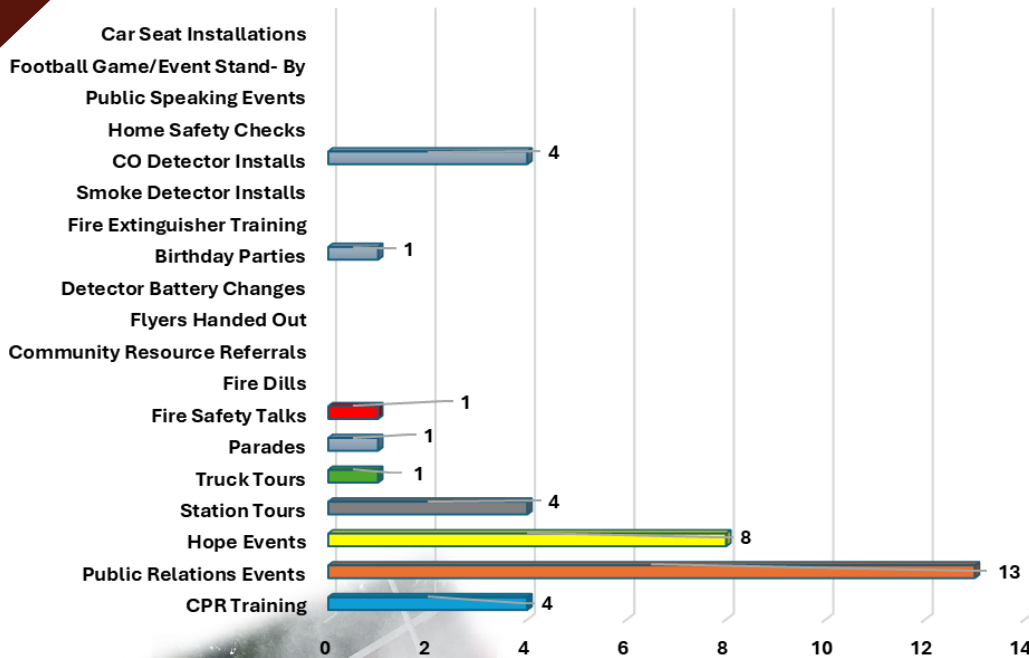
Training Hours By Type



Community Risk Reduction/ Public Education

Community Risk Reduction/Public Events

37 Events Attended

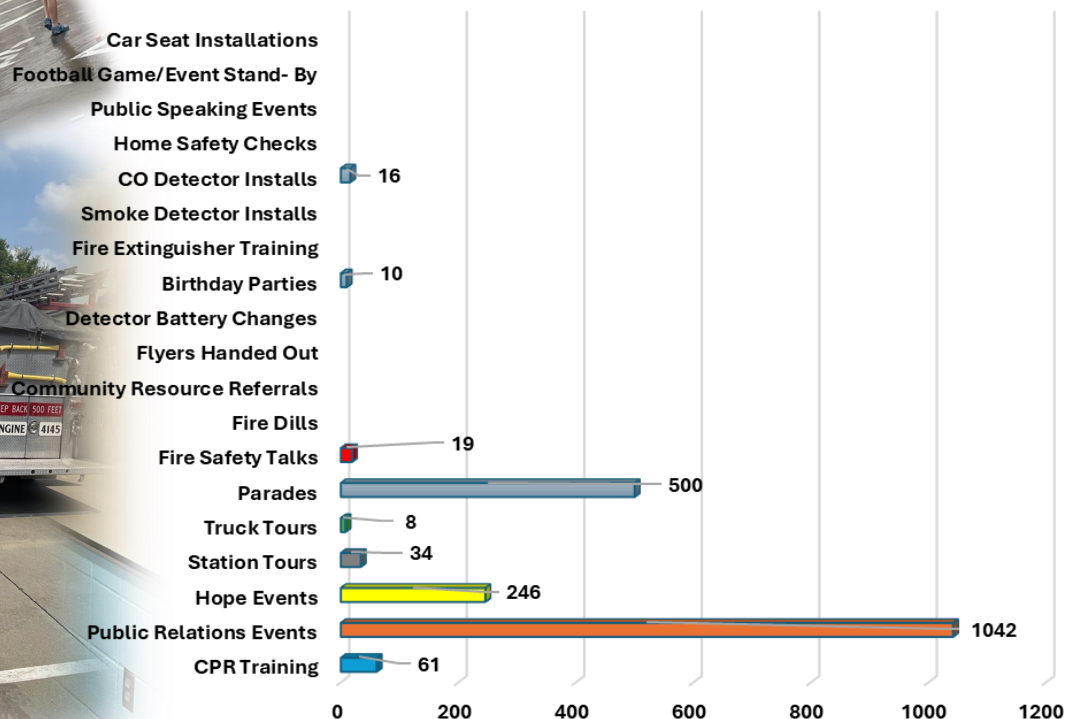


34.75 Total

Hours Dedicated

1,936 Total Citizens Outreached

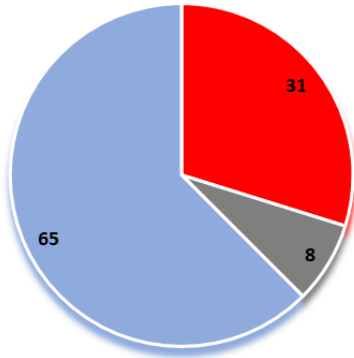
Citizens Served



Bondurant
Life Connecting

Code Enforcement

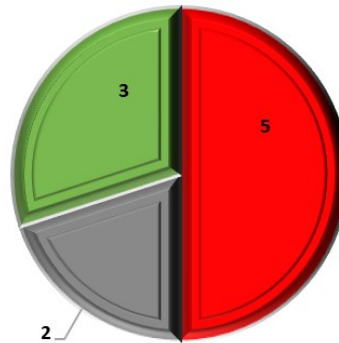
Station Work Hours



■ Station Work Detail ■ Maintenance ■ PT Admin Hours



Inspections/Alarm Tests



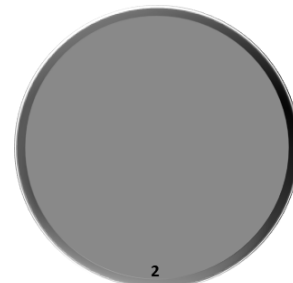
■ Commercial Inspections ■ Fire Alarms Test Completed ■ Site Plan Reviews



Reinspections Completed



Violations



■ Total Violations ■ Corrected Violations

Incidents & Happenings



July 11th– Motor Vehicle Collision

Grant St. S. & Hubbell Ave– Bondurant

C421, R418 & A414 responded to a semi rollover. Upon arrival, 1 semi was on its side. 1 patient was treated and released.

July 10th– New Paramedic

101 Grant St. N.– Station 41, Bondurant

Brody Miller passed his paramedic testing and has become a new paramedic for the department. Congrats Brody

July 15th– Lightning Strike

7800 Blk. NE Morgan Dr.– Bondurant

E412, A414, and C421 responded to a report of a residential structure fire. Crews arrive and found that lightning did strike the house, however, did not find any fire. Crews were on scene for over almost an hour. We were assisted by Ankeny, Altoona, Mingo, Mitchellville, Pleasant Hill FD's. No injuries were reported.

Public Relations

July 4th– Altoona 4th of July Parade

Altoona

Bondurant FD participated in Altoona's 4th of July parade.



July 25th– Water Fights

104 2nd St. NE, Bondurant Library- Bondurant

Bondurant FD members attended a water fight with kids from the community. Judging by how the wet the members were, the kids came out as the winners.

July 10th– Station Tour

101 Grant St. N., Station 41, Bondurant

Bloom Early Learning Center came down and did a station tour. They learned about fire trucks and ambulances and what to do in a fire. Thanks for stopping down.



Wednesdays in July– Farmers Market

100 Blk. Main St. NE – Bondurant

Bondurant FD members attended the farmers market. Crew had a great time interacting with community members, showing the ambulance, teaching CPR, and being a part of the community.

July 26th– Touch a Truck

100 Blk. Main St. NE – Bondurant

Bondurant FD members attended Touch a Truck. Members had a great time showing off the equipment and making a sprinkler with the ladder truck for everyone to cool off in.



You've Been Caught Doing an Amazing Job!



July– Training Award

101 Grant St. N., Station 41– Bondurant

Bondurant was given a Silver Training Award from Lexipol. This is based on how many hours members have completed on-line training on their platform.



July– New Certification

101 Grant St. N.– Station 41, Bondurant

FF/P Brad Lundquist had completed CPST for car seat installs. This is another fantastic community outreach item that benefits both the department and the community. Congratulations FF/P Lundquist.



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

Item No. 5.g.
For Meeting of 8/19/2024
Ordinance

TITLE: - (Second 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

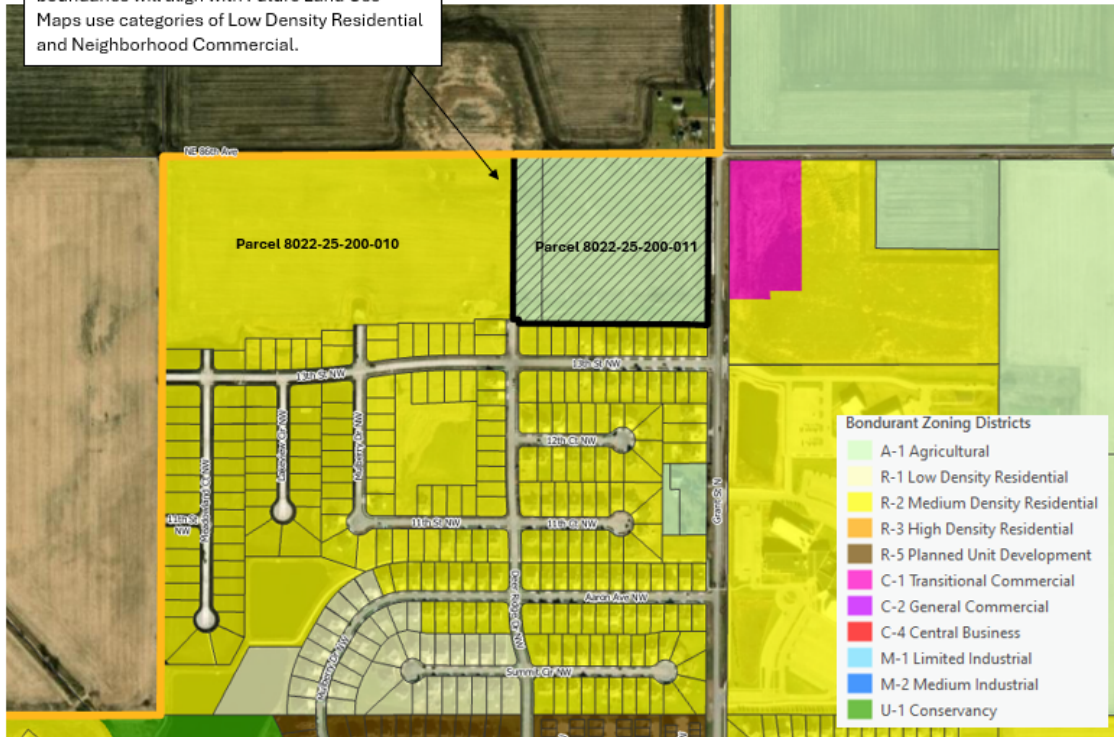
CONTACT PERSON:

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

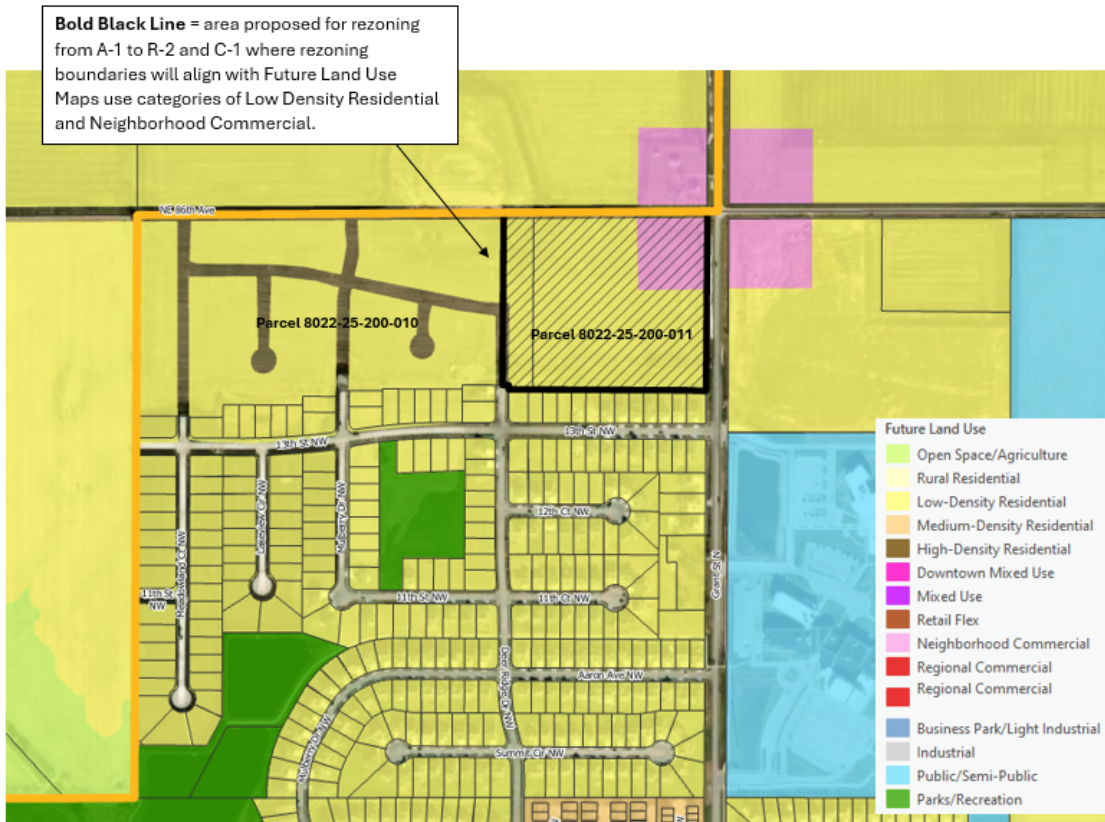
BRIEF HISTORY & ANALYSIS: The City is in receipt of a rezoning request to establish zoning consistent with the Building Bondurant Comprehensive Plan's Future Land Use Map for all of [Parcel 8023-25-200-011](#) and the portion of [Parcel 8023-25-200-010](#) not currently zoned as being within the Medium 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:

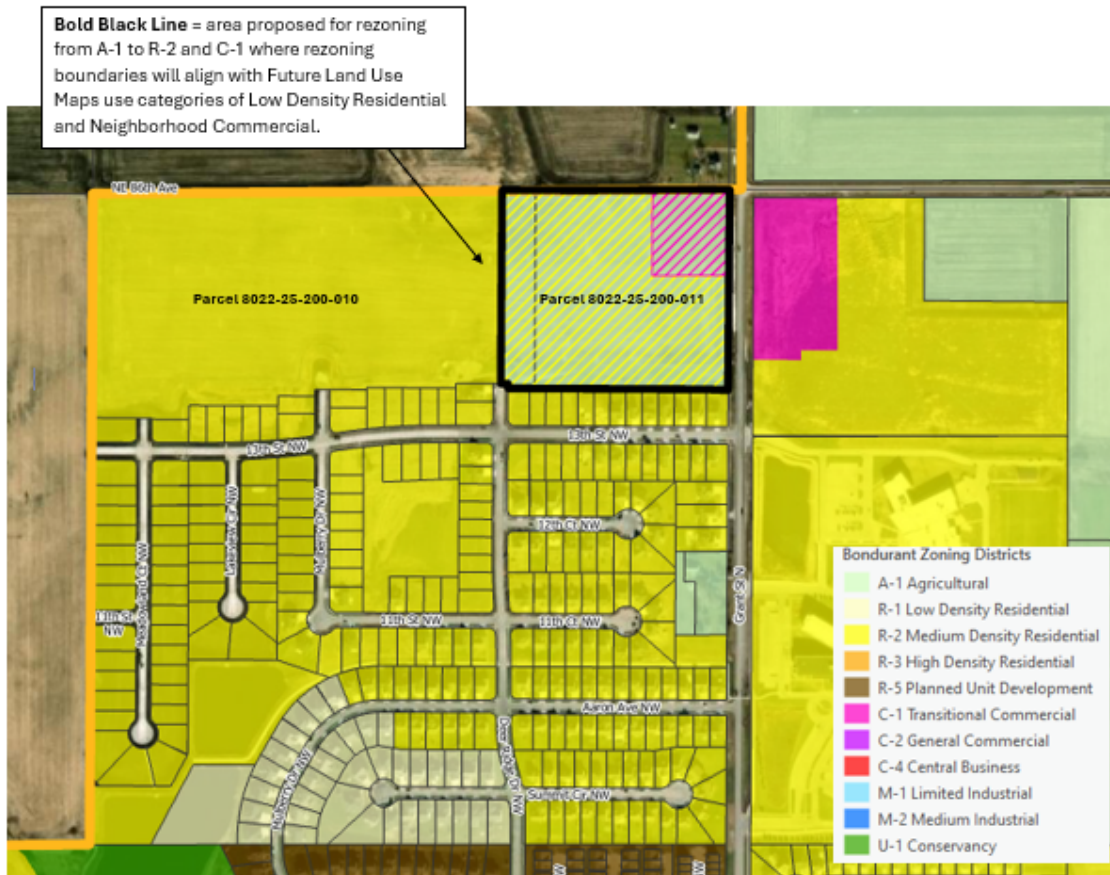
Bold Black Line = area proposed for rezoning from A-1 to R-2 and C-1 where rezoning boundaries will align with Future Land Use Maps use categories of Low Density Residential and Neighborhood Commercial.



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 on August 5, 20224 and Council approved the first reading of the ordinance on that same date.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve second reading 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



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

Item No. 5.h.
For Meeting of 8/19/2024
Resolution

TITLE: - Resolution approving the Bondurant Emergency Services to hire temporary employees

CONTACT PERSON:

Jene Jess, Finance Director
Aaron Kreuder, Fire Chief

BRIEF HISTORY & ANALYSIS: Bondurant Emergency Services has two full-time positions that will be out of service for FMLA-reasons, for approximately the next 3 months. To backfill these positions and maintain the level of service, the Bondurant Emergency Services would like to hire two temporary employees. These employees would not be eligible for IPERS. To incentivize experienced talent to apply for the temporary and short-term positions, staff recommend the wages at differential pay.

Fire/Advance \$43.22 per hour

d EMT

Specialist

The current entry level rate for the full-time Fire/Advanced EMT Specialist position is \$28.81 per hour. The recommended wage is time and a half of that rate. When hiring temporary help, an organization typically pays a premium for the temporary nature of that help, whether it be directly or through an agency.

Current employees will also be offered the opportunity to flex up and take on additional hours and would be compensated at their current rate or overtime if applicable pursuant to FLSA standards.

FUNDING SOURCE: The general fund operating budget will increase by approximately \$10,000. Reserves will be used. The employee benefits fund will be impacted as well by FICA, Medicare, Workers Comp, and Unemployment at approximately \$2,000. Reserves will be used.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240819-182

CITY OF BONDURANT
RESOLUTION NO. 240819-182

RESOLUTION APPROVING THE BONDURANT EMERGENCY SERVICES PAID PER
CALL VOLUNTEERS CONVERSION TO PART TIME EMPLOYEE AND SET WAGES
FOR FISCAL YEAR 2025

WHEREAS the City Council approves employment positions and sets the wages for the Bondurant Emergency Services employees; AND

WHEREAS the City Administrator recommends personnel plans and the wages for these positions with the approval from the Fire Chief; AND

WHEREAS, the Bondurant Emergency Services has two full-time positions that will be out of service for FMLA-reasons, for approximately the next 3 months. To backfill these positions and maintain the level of service, the Bondurant Emergency Services will want to hire two temporary employees. These employees would not be eligible for IPERS. To incentivize experienced talent to apply, since these are temporary positions, the wages should be at a differential. The wages, effective August 19, 2024, for the FY2025 Fiscal Year are set as follows:

Fire/Advanced EMT Specialist	\$43.22 per hour
------------------------------	------------------

WHEREAS the current approved job description for Fire Fighter/EMT Specialist is to be used for these temporary positions.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the wages and hiring of full-time temporary employees, effective August 19, 2024, and the job description, are hereby approved as presented.

Passed this 19th 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				



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

Item No. 5.i.
For Meeting of 8/19/2024
Resolution

TITLE: - Resolution recommending approving an amendment to the quote for the City Hall Access Control and Security Camera Project to Convergent Technologies in the amount of \$3,831.35

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: As you may recall, the council recently approved a contract with Convergent Technologies for access control equipment and security cameras for City Hall. After Convergent ordered the equipment for this project, the software platform that will be used for this project informed us that they did not include the access licensing fee for the equipment to connect to their Cloud Link server in the original quote.

This licensing fee is a requirement of Genetec, which is the software company that manages all the offsite storage of video. This fee will allow the city to not have to invest in an onsite server and the expenses related to that. This is a one-time fee for access to the Genetec Cloud link server.

Staff recommend the amended 5-year maintenance contract that was offered by Convergent Technologies for maintenance and technical support of the system in the amount of \$2,493.00/year. This is an additional \$743/yr, which include the license fee for each camera on the system. This support package can still be canceled at any time during that time frame if it is deemed unnecessary as well, which would only leave the city having to license each camera for a cost of roughly \$743/yr with the current amount of equipment on the system.

FUNDING SOURCE: Budgeted Building Expenses

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240819-183

2. DL19668348CO01_Security T1 (Manuf-Total Price) 10-2023_2024_08_06
11_41_02
3. City of Bondurant Essential CSP (Genetec)

CITY OF BONDURANT
RESOLUTION NO. 240819-183

RESOLUTION RECOMMENDING APPROVING AN AMENDMENT TO THE QUOTE
FOR CITY HALL ACCESS CONTROL AND SECURITY CAMERA PROJECT TO
CONVERGINT TECHNOLOGIES IN THE AMOUNT OF \$3,831.35

WHEREAS, in April of 2024, the City of Bondurant received the proposals for the addition of access control and camera monitoring on City Hall; AND

WHEREAS the City Council approved the original proposal on July 1, 2024; AND

WHEREAS the original proposal did not include the access licensing fee for the equipment to connect to the Cloud Link server; AND

WHEREAS the licensing fee is a requirement of Genetec, which is a one-time fee; AND

WHEREAS staff recommends the amended five-year maintenance contract that was offered by Convergent Technologies for maintenance and technical support of the system in the amount of \$2,493/year.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Convergent Technologies amendment in the amount of \$3,831.35 is hereby approved.

Passed this 19th 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
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Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

August 6, 2024

City of Bondurant
City of Bondurant
200 2nd St NE Bondurant, Iowa 50035
Attention: John Horton

DL19668348CO
Quotation: 01
RFP#:
License/Cert

Reference: City Hall - Genetec - Access Control and Video

On behalf of Convergent's global network of colleagues, I would like to personally thank you for providing Convergent with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergent's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergent has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergent as your partner.

Scope of Work

- Provide the City of Bondurant Qty (1) Genetec Cloudlink 310 with extended retention (8TB). 3 years warranty. Requires activation within 3 months of receipt to activate the remote management (software & security updates) by Genetec. Compatible with Security Center SaaS as a managed appliance.

Device Hardening (reduce cyber risk)

- Disable unused & non-essential device features
- Disable unused network comms (e.g., services, ports)
- Change default passwords
- Update firmware including patches

PLEASE REVIEW THIS DOCUMENT CAREFULLY. It relates to the safe and proper operation of the security devices being installed for your organization ("Customer").

Customer has been advised of Convergent's Device Hardening services. The Device Hardening services and procedures may vary depending on the specific devices involved, but typically include: disabling unused and non-essential device features and associated network communications capabilities (e.g., services, ports); changing default passwords to new passwords that meet complexity requirements; and updating firmware to latest available versions that incorporate available patches from the device manufacturer. **These are one-time services** - ongoing support is required. Please ask your Convergent point of contact for more details on the specific device hardening services available for your devices. **These services reduce the risk of cyber vulnerabilities for the devices being installed.**

Convergent cannot guarantee the security of the devices it installs or of Customer's IT environment, and no networked system can be completely secure. Convergent cannot guarantee that the systems or services will be error free or operate without interruption. However, these services reduce the risk of cyber vulnerabilities for the devices being installed. Please note that these services are intended to address specified potential cyber vulnerabilities of certain devices Convergent has installed - they do not address any other aspect of Customer's IT environment or practices, which remain Customer's responsibility.

Materials

Line	Qty	Part	Description	Manufacturer
1	Genetec Video Licensing			
2	1.00	GCL-310-M1HA	Genetec Cloudlink 310 with extended retention (8TB). 3 years warranty. Requires activation within 3 months of receipt to activate the remote management (software & security updates) by Genetec. Compatible with Security Center SaaS as a managed appliance.	

Total Project Price	\$ 3,831.35
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Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Low voltage wiring shall be installed via open air code approved methods.
3. Provision or installation of conduit, wire, boxes, fittings or other electrical installation materials unless specifically listed under Inclusions or Bill of Materials.
4. Permits or associated fees are not included.
5. Customer to provide static IP addresses and network connections at panel locations.
6. Customer to provide a secured staging & storage area for project related materials.
7. Pricing assumes that electronic Auto CAD files are available from customer for our use in creating submittal drawings.
8. Fifty percent (50%) of the proposed sell price shall be payable to Convergent for project mobilization. Mobilization shall be invoiced and due upon customer acceptance of this proposal.
9. Proposal does not include sales tax unless otherwise noted.
10. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
11. Convergent reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.
12. Customer acknowledges that supply-chain and shipping difficulties may result in unavoidable delays in deliveries of materials despite timely placement of orders and efforts by Convergent and its suppliers to avoid such delays. Customer agrees to provide Convergent with reasonable extensions of time to the extent of any such delays and Convergent agrees to make reasonable efforts to avoid or minimize such delays. Customer further acknowledges that the above-referenced supply-chain and shipping difficulties may result in unanticipated increases to Convergent's proposal pricing on products covered by this quote or any resulting agreement and that such increases may occur between the time this quote is provided, or any resulting contract is executed and the time when Convergent actually purchases the products covered by this quote or a resulting agreement. Customer agrees that it will pay any such increase in Convergent's initial pricing of obtaining the products above the proposal pricing upon which the quote or agreement was based, by change order or otherwise, and Convergent agrees that it shall make commercially reasonable efforts to minimize any such increase.

REVIEW IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION PRIOR TO USING A CONVERGINT-INSTALLED SOLUTION: See the "IMPORTANT PRODUCT SAFETY AND SERVICE INFORMATION" documentation, available at convergint.com/terms.

Performance Items

Items Included	
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Loading Software on Customer Provided Computer	Low Voltage Permits
Material (listed in the BOM)	Mounting/Termination of Proposed Devices
On-Site Lockable Storage Facility	One-Year Warranty on Labor
One-Year Warranty on Parts	Operations & Maintenance Manuals
Owner to Provide DHCP Lease Reservations for Network Connected Devices	Owner to Provide Static IP Addresses
Owner Training	Panel Wall Elevation drawing (may require customer CAD)
Panel wiring with point to point connections	Patch and Paint
Payment & Performance Bonds	Project Management
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergent	Servers by Others
Specialty Backboxes	Submittal Drawings
System Engineering	System is Design-Build
System Meets Plans/Drawings	System Programming
Terminal Cabinets	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Vertical Core Drilling
Wire	Workstations by Convergent
Workstations by Others	



Total Project Investment:

\$ 3,831.35

Thank you for considering Convergint for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Daniel Lynch

Convergint
Daniel Lynch

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

John Horton

August 6, 2024

Customer Name (Printed)

Date

Authorized Signature

Title

Throughout this Proposal, including these Terms and Conditions and any attachments, (together, "Agreement") the term "Convergent" refers to the Convergent Technologies affiliate operating in the state/province in which the Work is being performed and "Convergent Related Parties" means Convergent and its contractors, subcontractors, third party product manufacturers or providers.

SECTION 1. THE WORK

This Agreement takes precedence over and supersedes any and all prior proposals, correspondence, and oral or written agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Work commences on the start date and will be performed pursuant to the schedule specified in the attached scope of work and, subject to any change orders or addendums, represents the entire agreement between Convergent and Customer.

This Agreement is made without regard to compliance with any special sourcing and/or manufacturing requirements, minority or disadvantaged supplier requirements, or similar government procurement laws. Should such requirements be applicable to this Agreement, Convergent reserves the right to modify and/or withdraw its Agreement.

Customer understands that Convergent is an authorized distributor or reseller and not the manufacturer or developer ("OEM") of software, hardware and equipment (collectively, "Third Party Products") purchased by Customer and certain services are delivered to Customer by such OEM.

No monitoring services, including UL listed monitoring, are included in the Work. Any such services shall be governed and provided by a separate agreement.

Convergent agrees in accordance with the mutually agreed project schedule:

- To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- Secure and pay for permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work, unless local regulations provide otherwise; and
- Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- To promptly approve submittals provided by Convergent;
- To provide access to all areas of the site which are necessary to complete the Work;
- To supply suitable electrical service as required by Convergent;
- To remove site obstacles and job safety hazards;
- To promptly participate and approve acceptance testing, if applicable;
- Upon completion of commissioning or agreed to acceptance criteria, to promptly provide sign-off establishing job closeout; and
- That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

THE WORK AND/OR THIRD PARTY PRODUCTS ARE DESIGNED TO HELP REDUCE, BUT NOT ELIMINATE RISKS OF LOSS RELATING TO CUSTOMER'S PREMISES OR THIRD PARTIES. THE AMOUNTS BEING CHARGED BY CONVERGENT ARE NOT SUFFICIENT TO GUARANTEE THAT LOSS OR DAMAGE WILL DECREASE OR BE ELIMINATED. Customer acknowledges that proper safety and security requires a layered approach of people, processes, safety, and technologies. The Work, including Third Party Products, provided by Convergent is not sufficient to ensure overall safety and security. Customer acknowledges and agrees that it is responsible for its overall safety and security, including testing and maintenance of the Third Party Products (except to the extent contracted to Convergent by written agreement). Customer acknowledges and agrees that it has a duty of care and is solely responsible for its compliance with applicable laws, rules, and regulations, including but not limited to export and re-export restrictions and regulations, privacy and data protection regulations, applicable OEM instructions, terms and conditions, EULAs, and proper product usage.

Risk of loss, including any Third Party Product comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site subject to any end user license agreements. If or Third Party Products are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, risk of loss with respect to such or Third Party Product shall pass to Customer upon delivery to Customer's site.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the Third Party Products listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional Third Party Products, unless negotiated prior to order placement, will be billed accordingly. Sales taxes (or as applicable GST, PST, VAT or similar tax) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent fifty (50%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than one month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been completed within thirty (30) days of the date of invoice. Invoices shall not be subject to a project retention percentage and payment to Convergent shall not be conditioned on payment by an upstream party. If Customer is overdue in any payment, Convergent shall be entitled to suspend the Work without liability until paid, charge Customer an interest rate 1 and 1/2% percent per month (or the maximum rate permitted by law, whichever is less), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any

other reasonable expenditure.

SECTION 4. WARRANTY

Warranties for Convergent's services and Third Party Products are described in the Limited Warranty for Products and Services available at <https://www.convergent.com/terms/>, which is in effect as of the effective date of this Agreement and is incorporated by reference as if set forth herein in full.

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work with a change order signed by both parties. If Customer orders (i) any changes to the Work (e.g. change in objective, deliverables, tasks or hours), (ii) changes to schedule (extension or acceleration), or (iii) causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be liable for any delay or failure in the performance of their respective obligations pursuant to this Agreement due to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay. A Force Majeure event shall include, but not be limited to: acts of God, pandemic or epidemic, diseases, quarantines, unavoidable casualties, concealed conditions, acts of any civil or military authority; riot, insurrections, and civil disturbances; war, invasion, act of foreign enemies, hostilities (regardless of whether or not war is declared), rebellion, revolution, terrorist activities; strikes, lockouts or other labor disputes; embargoes; shortage or unavailability of labor, supplies, materials, equipment or systems; accident, fire, storm, water, flooding, negligence of others, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting, transportation contingencies; laws, statutes, regulations, and other legal requirements, orders or judgments; acts or order of any government or agency or official thereof, other catastrophes or any other similar occurrences. If performance by either party is delayed due to Force Majeure, the time for performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay and Convergent shall be entitled to an equitable adjustment of the Price.

SECTION 7. INSURANCE

In lieu of any Customer insurance requirements, for Services performed in the United States, Convergent shall maintain the following insurance coverages during the term of this Agreement and upon request, shall provide certificates of insurance to the Customer:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence/aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$3,000,000 per occurrence/aggregate

Commercial General Liability policy shall name the Customer as "additional insured" on a primary/noncontributory basis with respect to liability arising out of the Services, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent pursuant to the terms of this Agreement. Convergent shall not provide loss runs or copies of its insurance policies. Convergent shall provide to the Customer no less than thirty (30) days' notice prior to the termination or cancellation of any such insurance policy. For services performed in Canada, Convergent shall maintain similar insurance coverage dependent upon the local requirements in Canada and upon the insurance available under Convergent's insurance program. All required insurance coverage shall be reasonable in the circumstances and compliant with local regulations.

SECTION 8. INDEMNIFICATION

To the fullest extent allowed by law, Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses, and expenses (excluding loss of use) attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by the negligent acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site.

If Convergent is providing products or services for intrusion detection, detection of specific threats to people or property (including weapons, gunshot, or drone detection), mass notification, ballistics or explosives protection, or processing of biometric, health, financial, or government identifier data (collectively, "Special Offerings"), then to the fullest extent allowed by law (i) Convergent's indemnification obligations under the Agreement do not apply whatsoever and Convergent and Convergent Related Parties have no liability to Customer for any losses or damages caused by any Special Offerings; and (ii) Customer shall indemnify, defend, and hold harmless Convergent and Convergent Related Parties, from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) relating to Special Offerings provided by Convergent, except to the extent of Convergent's gross negligence installing such Special Offerings. Any waiver of damages or limitation of liability contained in the Agreement and as modified herein shall not apply to Customer's indemnification, hold harmless and defense obligations herein.

SECTION 9. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED HEREIN, TO THE FULLEST EXTENT ALLOWED BY LAW: (A) IN NO EVENT SHALL EITHER CONVERGENT, CONVERGENT RELATED PARTIES, OR CUSTOMER BE LIABLE UNDER OR IN CONNECTION WITH THIS PROPOSAL FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE AGGREGATE LIABILITY OF CONVERGENT AND CONVERGENT RELATED PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT UNDER THIS AGREEMENT. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. THE LIMITATION SET FORTH IN THIS SECTION SHALL APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY.

SECTION 10. COMPLIANCE WITH LAW, SAFETY, & SITE CONDITIONS

Convergent agrees to comply with all laws and regulations applicable to its provision of the Work. Customer will comply with all applicable laws and agreements applicable to its use and operation of the Work. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning Work.

If during the course of its Work, Convergent encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, Convergent shall be entitled to an extension of time and additional costs for the performance of its work.

If Convergent discovers or suspects the presence of hazardous materials or unsafe working conditions at Customer's site where the Work is to be performed, Convergent is entitled to stop the Work at that site if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's site. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's site. To the fullest extent allowed by law, Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials or unsafe working conditions at Customer's site.

SECTION 11. PERSONAL DATA & SECURITY

Convergent's obligations and liabilities regarding Processing of Personal Data and information security shall be limited solely to Processing performed by Convergent's personnel. Processing by OEMs or Third Party Products are governed by any applicable OEM end user licensing agreements or terms and conditions. Customer represents and warrants that it will comply with all applicable Data Protection Laws. Although certain products delivered by Convergent may be capable of processing Biometric Information, Personal Health Information, financial information, or government identifiers ("Sensitive Information"), Customer acknowledges that Convergent is not Processing Sensitive Information (or to the extent it is Processing Sensitive Information, it is doing so strictly in accordance with Customer's instructions) and Customer is solely responsible for compliance of all such Processing with Data Protection Laws. To the fullest extent allowed by law, Customer shall indemnify, defend and hold harmless Convergent from and against all claims, demands, actions, liabilities, damages, and costs (including reasonable attorneys' fees) asserted by a third party arising out of or relating to failure to comply with applicable Data Protection Laws including but not limited to those related to Sensitive Information. Customer acknowledges it has reviewed Convergent's Privacy Policy available at <https://www.convergent.com/privacy-policy/>. "Personal Data", "Process(ing)", "Biometric Information", and "Personal Health Information" shall be interpreted in accordance with, and shall include analogous terminology as used in, applicable laws and regulations relating to data privacy, information security, data protection, data breaches, cross-border data flows, and/or the rights and obligations of persons or entities regarding personal information ("Data Protection Laws").

To the extent Convergent provides cybersecurity services, such services are provided "as is" without warranties or representations of any kind, whether express or implied. Convergent will follow Customer-specified policies to access (including remotely access) Customer information systems; however, Convergent will not be responsible for technical problems that may occur resulting from Convergent following Customer's instructions or for information security losses or harms to the extent that they are not due to the fault of Convergent. Customer-authorized changes to Customer information systems are at Customer's own risk and Customer acknowledges it is responsible for the overall security of its information systems.

SECTION 12. INTELLECTUAL PROPERTY

Convergent shall retain title and ownership of all intellectual property rights relating to the drawings, technical documentation, or other technical information ("Documentation") delivered under this Agreement. The OEMs shall retain title and ownership of all intellectual property rights relating to the Third Party Products and will grant any license and right to use in connection with the Third Party Product through the OEM's end user license agreement or other terms and conditions. Customer shall not use any Documentation supplied by Convergent for any purposes other than those directly related to this Agreement or for the use and/or maintenance of the Third Party Product.

SECTION 13. PRICE ADJUSTMENT

Convergent may automatically adjust the price, with five (5) days prior written notice, if based on: (a) changes by its vendors to the cost of materials or Third Party Products to be delivered and/or labor costs related to personnel responsible for performing the Work, (b) macroeconomic conditions, such as taxes, tariffs or duties, natural disasters, labor shortages/strikes, etc., (c) market conditions such as price volatility or availability limitations, or (d) other events not within Convergent's control that impact the cost of performing the Work. The adjustment shall be consistent with applicable market indexes, where available, third-party sources or other evidence. Convergent reserves the right to add periodic surcharges, including without limitation, adjustments for the then current price of fuel, such surcharges to be specified and invoiced by Convergent.

SECTION 14. TERMINATION

If a party materially breaches this Agreement, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate this Agreement upon 15 days written notice to the other party. If Convergent notifies Customer of a material breach pursuant to this paragraph, Convergent may temporarily suspend its work without liability until Customer cures the breach.

SECTION 15. GOVERNING LAW AND DISPUTES

The parties agree that this Agreement shall be governed by the laws of the state/province where the Work is located, and venue for disputes shall be located in that state/province.

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, unless the dispute requires injunctive relief, then the dispute shall be decided exclusively by arbitration. Such arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association (if the Services are performed in the United States) or Arbitration Rules of the ADR Institute of Canada, Inc. (if the Services are performed in Canada) currently in effect by a single arbitrator and shall be a final binding resolution of the issues presented between the parties. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. Any award by the arbitrator may be entered as a judgment in any court having jurisdiction.

SECTION 16. MISCELLANEOUS

The parties have required that this Agreement be written in English and have also agreed that all notices or other documents required by or contemplated in this Agreement be written in English. Les parties ont requis que cette convention soit rédigée en anglais et ont également convenu que tout avis ou autre document exigé aux termes des présentes ou découlant de l'une quelconque de ses dispositions sera préparé en anglais.

Any changes to this Agreement shall be in writing signed by both Customer and Convergent.

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.

Customer waives all claims against Convergent arising from or related to suspension of work pursuant to this Agreement.

Customer and Convergent are independent contractors, and nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between them. Nothing contained in this Agreement shall be deemed to create a relationship of employee or employer between the parties, and neither party shall be entitled to any benefits that the other party provides for its own employees, including workers compensation and unemployment insurance. Each party shall have exclusive control over its own employees, agents, and subcontractors, its labor and employee relations, and its policies relating to wages, hours, working conditions, or other conditions.

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Notwithstanding the foregoing, Convergent may assign this Agreement without notice or consent (i) to any of its parents, subsidiaries or affiliated companies or any entity majority owned by Convergent; or (ii) in connection with a merger, acquisition, reorganization, sale of all of the equity interests of Convergent, or a sale of all or substantially all of the assets of Convergent to which this Agreement relates.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

In no event will Convergent be obligated to comply with any project labor agreements or other collective bargaining agreements.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer and Convergent. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty, indemnity, and disputes shall survive the termination of this Agreement.

By signing this Agreement, Customer acknowledges that it reviewed the Important Product Safety and Service Information at <https://www.convergent.com/terms/>.

Convergint
4601 NW Urbandale Dr STE 120
Urbandale, Iowa 50322
Phone: (515) 964-0812
www.convergint.com

City of Bondurant
200 Second St NE
Bondurant, IA 50035

Dear John,

Thank you for considering Convergint as your service provider of choice. I am pleased to provide you with this Customer Support Program (CSP) proposal to assist you in maintaining your system. Our goal is to work with you to maintain the integrity of the system and equipment, minimize downtime, and assist you in providing a safe and secure environment.

Convergint is committed to providing long-term customer satisfaction and support for new and existing systems and equipment. CSP agreements enable you to maximize your investment in your assets through:

- Optimizing the performance and integrity of your security equipment, thus extending the life of the systems.
- Performing comprehensive testing of systems and equipment to ensure and validate system integrity and functionality.
- Identifying system deficiencies or facility modifications that may impact equipment and system performance.
- Providing the experience of trained and/or factory-certified technicians for the ongoing service of your systems.
- Providing testing and inspections with service documentation to demonstrate compliance with requirements.

Thank you for the opportunity to provide your organization service!

Sincerely,

Kat Schill | CSP Estimator | Convergint Technologies

Direct: 515-564-5166 Office: 515-964-0812, E: kat.schill@convergint.com

CUSTOMER SUPPORT PLAN PROPOSAL – Essential (Genetec)

Date: 8/5/2024

Proposal: KS07681867CSP

Covered Site(s):

200 Second St NE
Bondurant, IA 50035

Attn: John Horton

We are pleased to provide this proposal for your consideration. This quotation is valid for THIRTY (30) days.

CSP VALUE

Multi-Year Program Commitment

Convergint is committed to establishing long-term agreements at mutually agreed pricing. When a customer agrees to purchase a multi- year support program from Convergint, the annual cost will remain as is set forth in this proposal for the entire duration unless equipment is added or removed.

Preferred Pricing

Predictable costs by means of pre-established labor rates and material costs in accordance with Convergint's published rates and associated discounts.

Service Documentation

Each system-testing and service call will be documented utilizing an inspection report and/ or work order completed by our assigned Service Specialist. The Specialist's job will not be complete until their testing and/ or service call is formally documented and presented to a designated customer representative.

Preferred Priority Service Response

As a Convergint CSP customer, you will be given priority for emergency service calls. Non-emergency service calls will be responded to promptly following our standard service response times which can be provided by your Convergint representative.

Trained and Qualified Resources

A professional team of certified and qualified personnel deliver services performed by Convergint. Field technical personnel are also equipped with the proper tools and information necessary to perform their jobs.

Telephone Support and Consultation

Telephone diagnostic support is available for all CSP customers. Our on-call technicians will provide diagnostic and troubleshooting support to help reduce your costs by trying to resolve issues prior to our arrival.

CSP PACKAGES

Detailed below are the three CSP package options offered by Convergent. Clarification on which packages are included in this proposal will be provided in the Covered Systems and Equipment section of this proposal.

ESSENTIAL SUPPORT PACKAGE

To reduce the risk of cyber-attacks, Convergent recommends a software service to keep your system safe and operating with optimal performance. Convergent cannot guarantee the security of the devices it installs or of Customer's IT environment, and no networked system can be completely secure. Convergent cannot guarantee that the systems or services will be error free or operate without interruption. However, these services reduce the risk of cyber vulnerabilities for the devices being installed. Please note that these services are intended to address specified potential cyber vulnerabilities of certain devices Convergent has installed - they do not address any other aspect of Customer's IT environment or practices, which remain Customer's responsibility. As part of the Essential Support package, Convergent will provide the following services:

Manufacturer Software Support

Convergent's CSP provides customers with a software support plan that allows them to keep pace with software revisions as they become available from the manufacturer. Such revisions will keep systems operating with the latest technology and provide a worry-free way to keep systems current. Covered software is identified in the equipment list of this proposal. A valid manufacturer support contract is required for most systems to access new version updates.

Camera and Access Hardware Firmware Updates

Convergent specialists will install the latest firmware updates (according to the scheduled frequency below), to enhance security and expand hardware functionality. Convergent will apply critical security updates as specified by the manufacturer or CVE database as soon as they become available. This provides the best possible protection against system exploitation.

Cloud Back Up

Convergent will provide secure off-site backups for your covered systems' configuration files, making them readily available in the event of a system failure.

IoT Cyber Hygiene

Convergent will utilize a Privileged Access Management (PAM) application to manage and audit device passwords used to secure systems installed in customer facilities. Passwords will be created and updated once annually to meet or exceed industry practices in accordance with NIST Cybersecurity Framework to help protect systems from unauthorized access.

Convergent's PAM is a standalone, AES-256-bit encrypted, cloud-based database accessed only through two-factor authentication. There is no integration or direct connection between Convergent's database of passwords and systems on premises.

Remote Online Support

Convergent has several options for remote support. We will work with your IT staff to come up with a secure method that meets your requirements. This will result in a quick turnaround and less system downtime. If firmware and software updates cannot be completed remotely, a service specialist will be dispatched to your site.

Annual Business and Technology Reviews

Convergent ensures alignment with our customers through regular business reviews. These meetings are an opportunity to collaboratively highlight our progress by providing updates, reviewing risks, and addressing areas for improvement. Also, these engagements provide a platform for discussing roadmap activities to include technology initiatives.

iCare Access

This value-added online service tool includes real-time status, metric and custom report, access to "My Document Library" (i.e. document sharing platform), administrative privileges, and customized email notification. Through the iCare portal, service ticket information and reporting can be accessed in real time.

LEVEL 1 SUPPORT PACKAGE

As part of the Level 1 Support package, Convergent will provide the following services:

Preventative Maintenance

According to the scheduled frequency below, Convergent will provide system preventive services for components listed within the equipment list contained herein. All preventive maintenance testing will be performed in accordance with manufacturer's recommendations and will address areas that can adversely affect system performance. Preventive maintenance will include a visual inspection and functional test of system components. Includes battery replacement in panels and devices.

LEVEL 2 SUPPORT PACKAGE

As part of the Level 2 Support package, Convergent will provide the services included with the Level 1 Support package as well as the following additional services:

Parts Discount

10% Discount on standard service parts for equipment covered by this agreement.

Comprehensive Service Labor

To help manage financial risk associated with system service and repair, this option is intended to provide comprehensive labor coverage upfront for:

1. Service Calls
2. System Troubleshooting & Diagnostics
3. Component Repair Labor

This includes all travel and on-site labor on routine service on specified covered equipment during regular business hours of 8am- 5pm, M-F. Convergent will cover labor on all repairs of equipment. Customer will

ADDITIONAL SERVICE OPTIONS AVAILABLE (NOT INCLUDED)

receive preferred hourly rate on time and material service calls.

System Health Monitoring Software

Convergent will provide a Health Monitoring Dashboard that allows end-users to have a better understanding of the overall performance of their network. This is enabled by software installed on the IoT network which identifies devices (e.g., cameras) and collects data about those devices for analysis.

Remote System Monitoring Service

Convergent will utilize software to monitor system for critical issues remotely.

Quick detection of system shutdowns, loss of power, hard drive issues and memory usage.

Makes sure critical Windows services keep running. In addition to health monitoring, software gives Convergent remote desktop capability to troubleshoot system issues, resolve and reduce system downtime.

Device Barcoding – Asset Management

Convergent's web-based reporting includes the process of applying registered barcodes to security devices such as cameras, video recorders, card readers, control panels, head-end equipment, and other system devices. Within 24 hours following the inspection visit, an on-line database and associated report of the system test is available for viewing, downloading, printing, or emailing. This maintenance information can be retrieved anywhere using a standard internet browser. Convergent's web-based reporting system provides immediate documentation to building owners and managers that their security systems are being tested and inspected according to manufacturer's requirements and in a timely manner.

Alarm Monitoring / Virtual Keypad

Provides customers with monitoring services and 24/7 facility alarm protection. Utilizing a third-party monitoring service, Convergent provides customers with fully redundant monitoring services resulting in a reliable monitoring network. Through an online portal, customers have access to activity logs, monthly reports and can administer account information from a secured internet connection. Global accounts available to administer multiple systems across your business.

In addition to our monitoring service, Virtual Keypad solution allows you to manage your users that arm/disarm your system. End users will be able to access system programming through web portal or mobile app. A network or cellular connection is required to access Virtual Keypad cloud. This service also allows Convergent remote capability to troubleshoot and resolve issues without dispatching a service specialist onsite, for quicker service and less cost to customer.

COVERED SYSTEMS AND EQUIPMENT

INCLUDED SOFTWARE SUPPORT PLAN

The following systems are included as part of this **Essential CSP package** provided in this quotation.

Line	Annual Freq	Description
1	2	Video System (4 cameras)
2	2	Access Control System (3 doors)
3	1	Genetec Licensing

CLARIFICATIONS AND EXCLUSIONS

Please reference the clarifications, qualifications, and exclusions noted below.

1. Convergent shall be provided unobstructed access to all devices in the building during the system test and inspection.
2. Convergent reserves the right to propose an annual adjustment to the CSP program cost if additional devices or appliances are added to the system during the term of the agreement.
3. Testing of the system does not include troubleshooting of pre-existing system conditions (ground faults, etc.).
4. The customer agrees to provide any necessary equipment to reach inaccessible or limited access equipment. A separate waiver, provided by Convergent Technologies, must be signed prior to operating customers lift.
5. Printouts of the existing system databases shall be made available to Convergent for validation of point count and device type.
6. All currently installed devices will be included in the inspection.
7. This proposal pricing is based on a 5 Year Customer Support Program package deal. Rates are subject to change if services are individualized.

Convergent's Responsibilities

- a) Company will, once annually, inspect, adjust, clean, lubricate as required, and test the operation of the Equipment.
- b) Company will provide the necessary corrective maintenance (the "Corrective Maintenance") upon Customer request to correct a malfunction and will place the Equipment in operating condition, subject to the Exclusions contained in Section 3. Unless the Corrective Maintenance service call is covered by this Agreement, Customer will be billed separately pursuant to the customary billing rates of Company in effect at that time.
- c) Company will replace parts and/or assemblies in order to return the Equipment to its operating condition, subject to the Exclusions in Section 3. The parts replaced will relate only to the Equipment covered by this Agreement.
- d) Company will provide on-site service for the Equipment during normal business hours, excluding Federal Holidays.

Customer Responsibilities

- a) Customer agrees to cooperate in the care of the Equipment and to promptly notify Company in the event of any malfunction in the operation of the Equipment. Requests for service are accepted by phone or online at iCare.convergent.com.
- b) Customer agrees to give Company employees and representatives full and free access to the Equipment for the purpose of performing the required service hereunder. It is the responsibility of Customer to provide a safe working environment and safe access to Equipment for technicians. The final determination of a safe working environment will reside with the technician.
- c) Customer agrees to maintain at its expense, any software licensing agreements and installed software media required for the operation and or diagnostics of the Equipment.

- d) Customer agrees that when service must be provided when cash, negotiable securities, and other valuables are readily accessible, Company employees and representatives shall always be accompanied by Customer's employee or representative.
- e) Customer agrees that additional equipment of like nature may be added to this Agreement at the same pricing rates as included herein and prorated to match the applicable coverage dates. Equipment coming out of warranty will automatically be added to your contract to prevent lapse of coverage.
- f) Payment is acceptance of terms of this agreement.
- g) Customer agrees to obtain and pay for all permits and licenses, and to discharge any fines, imposed by any governmental body or agency relating to the Equipment, its operation or malfunction.
- h) Customer acknowledges that it is its sole responsibility to determine the nature and extent of alarms and other security devices and measures necessary to protect its Equipment and other property, which is not in the possession of Company. Company shall not be liable for losses made possible or arising out of Customer's or any of its contractor's failure to provide, maintain, use or properly monitor and respond to alarms and other security devices necessary to protect Customer's Equipment and other property.
- i) Customer will indemnify and defend Company, its officers, employees, representatives and agents against and hold them harmless from, without limitation, any and all liabilities, losses, costs, damages, claims, expenses, attorneys' fees, expenses of litigation, judgments and encumbrances brought, suffered or incurred by Company or third parties attributable to the acts or omissions of Customer, its employees, officers, agents, representatives or agents, while engaged in the performance of their duties under this Agreement.

Exclusions

- a) In the event of a failure of the Equipment to function due to: burglary, storm, power surge, power failure, fire, flood, war, riot, civil commotion, other acts of God, rodent/insect issues, settling of walls or foundation, abuse or usage of Equipment for purposes other than designed and/or intended or work performed by other than Company employees or representatives, Company shall have no obligation to perform any services whatsoever. Necessary repairs created by these conditions shall be billable to the Customer in full pursuant to the customary billing rates of Company then in effect.
- b) Problems related to network issues, communication issues, source voltage problems and other issues not directly related to Equipment components, circuitry or software are not covered under the terms of this Agreement.
- c) Consumable items are not included under this Agreement, such as carriers, print heads, batteries and other items consumed during normal use of the Equipment.
- d) When in Company's evaluation, the Equipment or any major sub-system or major component thereof as so classified by Company 1) becomes worn out due to normal wear and tear or, 2) becomes obsolete or outdated due to advances in technology, Company will submit to the Customer a cost estimate for its replacement. If the Customer does not authorize such replacement (the cost of which is outside of this Agreement,) Company may terminate the portion of this Agreement which covers the affected Equipment.
- e) Company will not be responsible for failure or delay, or the consequences thereof, in rendering service occasioned by any circumstances beyond its reasonable control.
- f) The Annual Agreement Fee does not include costs for parts or labor incurred by Company for relocating equipment, changing set-up, changing original features or functions, modifications, or any major overhaul of the Equipment. If any Equipment is relocated, altered, or serviced by persons

other than Company representatives during the term of this Agreement, then Company shall have the right to inspect the Equipment for any damage which may have occurred, and Company shall have the right to charge customer for parts and labor required to repair such Equipment at its prices and rates then in effect. If Customer refuses such inspection or repair, then Company has the option to delete such Equipment for coverage hereunder.

- g) This Agreement covers only the services detailed herein that Company is expressly agreeing to undertake. Any service not expressly provided by Company herein is specifically not covered under this Agreement. If Company is requested to provide emergency service outside the times set forth above, which service Company shall have the right to elect or not elect to undertake in its sole discretion, Customer agrees to pay Company overtime rates for hours worked or traveled during such times.
- h) Proposed pricing will remain valid for 30 days.

STANDARD SERVICE RATES			
Current Labor Rates	Business Hours (8:00am to 5:00pm)	After hours (Monday- Saturday)	Sunday & Holiday
Essential Support	Included	N/A	N/A
CSP Level 2 Rates	Included	\$ 187.50	\$ 250.00
Preferred Discount *	20% off base electronic labor rate		
Standard Rates	\$ 154.00	\$ 231.00	\$ 308.00
Electronic Rates	\$ 164.00	\$ 246.00	\$ 328.00

* Preferred discounted T&M service rate (for labor not covered under a CSP) calculated utilizing our base electronic labor rate.

- Emergency service and T&M work will be subject to a 1 hour minimum.
- Same day emergency requests are subject to afterhours rates.
- Rates are subject to change without notice and application at the time of service.
- Truck charges do NOT apply to CSP Level 2 covered sites.

AGREEMENT DETAILS

CUSTOMER SUPPORT PLAN PRICING	
CSP Start Date	8/1/2024
CSP Duration	5 Years

ESSENTIAL SUPPORT PACKAGE

PRICE PER YEAR

200 Second St NE Bondurant, IA 50035	\$2,493.00
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TOTAL ANNUAL COST

All Sites	\$2,493.00
Sales Tax	Price excludes applicable sales tax
Payment Schedule	The CSP will be invoiced annually in the first month of the agreement period unless mutually agreed otherwise.

* CSP prices are subject to an annual 3% increase to account for inflation.

BILLING CONTACT

Please provide all applicable billing information and point of contact for coordination and questions.

Customer Name _____	Attn _____
Address _____	Work Phone _____
Suite (If Applicable) _____	Cell Phone _____
City, State & Zip _____	Email _____

This pricing is valid for 30 calendar days from the date of this proposal. To accept this proposal, please sign and date below and return to Convergent.

By signing below, I accept this proposal and agree to the Convergent CSP Terms and Conditions Version 1.08 dated October 2020 contained herein.

_____	_____
<i>Customer Name</i>	<i>Date</i>

_____	_____
<i>Authorized Signature</i>	<i>Printed Name and Title</i>

1. Throughout this CSP Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".
2. This CSP Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the services set forth in the attached scope of work ("Services"). The signed CSP Proposal represents the entire agreement between Convergent and Customer (the "Agreement") and may only be amended by a written document signed by both Convergent and Customer.
3. The term of this Agreement will begin on the Services commencement date as specified in the attached scope of work ("Start Date") and continue for the period of time as specified in the attached scope of work ("Duration"). At the end of the Duration of this Agreement, the Agreement will renew automatically from year to year until terminated by either party with written notice to the other party thirty (30) days prior to the renewal date. If the customer chooses to cancel before the contract has expired, they will pay any cost incurred prior to cancellation as well as 50% of remaining contract balance. Convergent reserves the right to modify the annual CSP Program Cost with notice to Customer prior to the end of any term of this Agreement. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.
4. This Agreement assumes the systems covered are in maintainable condition. If repairs are found necessary upon initial inspection by Convergent, a separate proposal for repair will be submitted for approval. Should this separate proposal be declined, all non-maintainable items will be removed from this Agreement and the CSP Program Cost adjusted accordingly.
5. Customer agrees at no cost to Convergent:
 - a. To provide access to all areas of the facility for the equipment identified in and/or relating to the List of Covered Equipment (as specified in the attached scope of work);
 - b. To supply electrical service as required by Convergent; and
 - c. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.
6. It is understood that repair, replacement and emergency service provisions apply only to the systems and equipment covered by this Agreement and identified in the List of Covered Equipment. Repair or replacement of non-maintainable parts of the systems such as, but not limited to, unit cabinets, insulating materials, electrical wiring, structural supports and other non-moving parts, is not included in this Agreement.
7. If UL Listed Monitoring is purchased, Customer shall be required to provide the account setup information contained in the Convergent Technologies Monitoring Service Agreement. Customer will also be required to execute the Convergent Technologies Monitoring Service Agreement prior to the implementation of monitoring service.
8. In the event that the systems, equipment or components included in the List of Covered Equipment are modified, repaired, have a peripheral device attached to them, or are adjusted (hardware or software) by someone other than a Convergent representative after the Start Date of this Agreement (hereinafter "Modification Event"), Convergent shall have the right to exercise any or all of the following options in response to this Modification Event:
 - a. Require that the Covered Equipment impacted by the Modification Event be subject to reacceptance testing by Convergent;
 - b. Require removal of the Covered Equipment impacted by the Modification Event from the List of Covered Equipment, so that the Services hereunder will not apply to such equipment;
 - c. Require termination of this Agreement upon thirty (30) days notice to Customer, at Convergent's option.
9. In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working

conditions at Customer's facility where such Services are to be performed, Convergent is entitled to stop providing its Services at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent, in its sole discretion, shall determine when it is "safe" to return to providing its Services at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

10. Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure event. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting.. If performance by either party is delayed due to a Force Majeure event, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

11. This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Services are being performed. Customer acknowledges that applicable law or regulation may limit Customer's rights and impose obligations with respect to information or data obtained using software capable of obtaining what may in certain circumstances be characterized as biometric information (individually and collectively, the "Software") and agrees that Customer is solely responsible to ensure its own compliance with such laws or regulations. Customer shall completely indemnify, defend (including pay attorneys fees and disbursements), and hold harmless Convergent, its affiliates, and any employees, agents, contractors or representatives of any of the foregoing from and against any and all losses, liability, damages, penalties, expenses, claims, demands, actions, or causes of action, judgments (finally awarded) or settlements (individually and collectively, "Liabilities") arising from or related to any intentional or negligent acts or omissions of Customer or any of its agents, affiliates, employees, or representatives arising from or related to the Software, any hardware, software, or other services associated with the Software, or the use of any of the foregoing by or on behalf of Customer, including but not limited to those arising from or related to Customer's failure to comply with applicable laws or regulations related to its use of the Software or any hardware, software, or other services associated with the Software, including but not limited to the Customer's failure to obtain any necessary consents from affected individuals or provide any necessary disclosures or protections with respect to the information of such individuals under any applicable privacy or data security law, but excluding matters for which Convergent has agreed to indemnify Customer from and against third party claims for copyright and trade secret infringement under the terms of the End User License Agreement for the Software between Convergent and Customer. Notwithstanding the foregoing, Customer and Convergent agree that Liabilities suffered by a third party (other than an affiliate of Convergent) which are an element of loss subject to indemnification under this paragraph shall be deemed direct damages

12. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If Customer is overdue in its payment to Convergent, Convergent has the right to suspend performing the Services hereunder, and charge an interest rate of 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer. Title to the Work, including any materials comprising the Work, shall pass to Customer as the Work is completed and the materials are incorporated into the Work at Customer's site. If materials are earlier stored on Customer's site pursuant to agreement between Customer and Convergent, title with respect to such materials shall pass to Customer upon delivery to Customer site.

13. Any equipment or products installed by Convergent in the course of providing the Services hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request by Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

14. Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGINT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CONVERGINT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGINT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 13 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have no liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

15. Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

16. In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

17. Neither party to this Agreement shall assign this Agreement without the prior written consent of the other

party hereto. Convergint may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergint.

18. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown. All notices shall be effective upon receipt by the party to whom the notice was sent.
19. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergint and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergint shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.
20. Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement

Convergint Technologies' CSP Terms and Conditions Version 1.08 Dated Oct 2020



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

Item No. 5.j.
For Meeting of 8/19/2024
Resolution

TITLE: - Resolution approving disposal of surplus property (Holiday decorations)

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: In 2023, the City of Bondurant purchased new holiday decorations. The City's previously used holiday decorations are dated. The City's former holiday decorations are deemed to have no value.

The Bondurant Historical Society is active with projects to preserve and record the community's history.

The attached resolution deems the old holiday decorations as surplus and authorizes the donation of the above-referenced items to the Bondurant Historical Society. The City Administrator spoke with a representative of the Historical Society. They are excited about the prospect of using them as a fundraiser.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240819-184

CITY OF BONDURANT
RESOLUTION NO. 240819-184

RESOLUTION DECLARING CERTAIN ITEMS SURPLUS AND DONATING THOSE
ITEMS TO THE BONDURANT HISTORICAL SOCIETY

WHEREAS, in 2023 the City of Bondurant purchased new holiday decorations; AND

WHEREAS, the City's previously used holiday decorations are dated; AND

WHEREAS, the City's former holiday decorations are deemed to have no value; AND

WHEREAS, the Bondurant Historical Society is active with projects to preserve and record the community's history; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the above-referenced items are deemed to be surplus property and should be disposed of by donating them to the Bondurant Historical Society.

Passed this 19th 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				



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

Item No. 5.k.
For Meeting of 8/19/2024
Resolution

TITLE: - Resolution approving a development agreement with AAA + E Truck Shop LLC

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: The attached resolution approves the attached AAA + E Truck Shop, LLC Development Agreement for property at 601 23rd Street SW in Bondurant. City Council approved the AA & E Hauling site plan for this property on [September 18, 2023](#) and construction of the 9,800 SF structure is currently underway. In order to offer its standard tax abatement program, the City is required by new state legislation to enter into a development agreement. The valuation included in the development is based guidance from the Polk County Assessor's office as to what the organic valuation of the subject project and property will be.

Contents of the attached Development Agreement include the following:

1. **Minimum Assessment Agreement** - through a coordinated effort with the Polk County Assessor's Office, the agreement notes this site will have a minimum assessed valued of \$1,750,000 effective January 1, 2025. State code now requires that if a community offers tax abatement, such minimum assessment language must be approved.
2. **Tax Abatement Improvements** - the agreement acknowledges the property owner may seek tax abatement through the City's standard program (3-year, 100% or 6-year graduated).
3. **Property Located in Highway 65 Utility Extension Water Connection Fee District & Highway 65 Utility Extension Sanitary Sewer Connection Fee District** - the agreement acknowledges this site is located within these two listed connection fee district areas.
4. **Connection Fee Districts Payment Plan Established** - this agreement establishes a payment plan where the owner will pay the connection fee district fees over four installments spaced out for a period of 12 months. The first payment is due within 14 days of approval of the development agreement.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240819-185
2. AAA + E Truck Shop Development Agreement

CITY OF BONDURANT
RESOLUTION NO. 240819-185

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH AAA+E TRUCK
SHOP LLC

WHEREAS AAA + E Truck Shop is currently constructing their site at 601 23rd Street SW in Bondurant to be used as their AA&E Hauling site; AND

WHEREAS since this is a non-residential development, it qualifies for the City's standard tax abatement program; AND

WHEREAS per state legislation that went into effect in July 2024, the City and property owner now must formally agree to a Minimum Assessment Agreement for a site to qualify for a City's standard tax abatement program; AND

WHEREAS the development agreement also established a payment plan for connection fees, detailing that the owner will pay connection fees over four installments space out for a period of 12 months; AND

WHEREAS the attached development agreement contains language on the Minimum Assessment Agreement as well as also sets up a payment plan for the owner to pay their connection fee district fees over a series of twelve months.

NOW, THEREFORE, BE IT RESOLVED that the Bondurant City Council hereby approves the AAA + E Truck Shop LLC Development Agreement.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 19th 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				

Invoice and Return to: City of Bondurant, 200 2nd Street NE, POB 37, Bondurant, IA 50035

Type of Document: Development Agreement

Preparer Information: Shelby Hagan, 200 2nd Street NE, Bondurant, IA 50035, (515) 967-2418

Taxpayer Information: AAA + E Truck Shop, LLC, 1976 NE Broadway, Des Moines, IA 50313

Grantor: City of Bondurant

Grantee: AAA + E Truck Shop, LLC

Legal Description: See Attached Exhibit "A"

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this ____ day of August, 2024, by and between THE CITY OF BONDURANT, IOWA, an Iowa municipal corporation (hereinafter referred to as "City"), and AAA + E TRUCK SHOP, LLC, an Iowa limited liability company (hereinafter referred to as "Property Owner").

WHEREAS Property Owner owns certain real property located within the corporate limits of the City which is legally described on Exhibit "A", attached hereto, (hereinafter referred to as the "Property"); and

WHEREAS Property Owner has submitted a site plan prepared by Civil Engineering Consultants, Inc. in order to improve the Property (hereinafter referred to as the "Improvements"), and said site plan has been reviewed and approved by the City; and

WHEREAS Property Owner and the City wish to set forth their agreements with respect to the conditions and restrictions which will arise with respect to the Property.

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 Property Owner agree as follows:

1. Minimum Assessment Agreement.

- a. Pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property, and the Improvements to be constructed thereon, which shall be effective as of January 1, 2025, and from then until this Minimum Assessment Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements.
- b. Effective January 1, 2025, the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be \$1,750,000 until termination of this Agreement.
- c. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the "Minimum Actual Value") set forth in Section 1, subsection b. above, shall become and remain effective as of January 1, 2025, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date.

- d. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated, they will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by the way of defense in any proceedings, including delinquent tax proceedings.
 - e. Said minimum assessment will be terminated upon the end of the industrial tax abatement plan which is applicable to this property.
 - f. Nothing herein shall be deemed to waive the Property Owner's rights under Section 403.6(19) Code of Iowa, (2019) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value or the Company's right to challenge any assessments in excess of such Minimum Actual Value.
 - g. This Agreement shall be promptly recorded with the Polk County Recorder, along with a copy of the Iowa Code 403.6.
2. Tax Abatement Improvements. The City hereby represents and warrants that the Property is situated within an Urban Revitalization Area; and, provided the Improvements are completed in compliance with this Agreement, the Property Owner may seek tax abatement on the value added by the Improvements.
3. Property Located in Highway 65 Utility Extension Water Connection Fee District & Highway 65 Utility Extension Sanitary Sewer Connection Fee District. The Property is entirely located within both the Highway 65 Utility Extension Water Connection Fee District and the Highway 65 Utility Extension Sanitary Sewer Connection Fee District (hereinafter referred to as the "Connection Fee Districts"). The Property Owner is obligated to pay the City \$8,589.96 for the Highway 65 Utility Extension Water Connection Fee District and \$8,484.03 for the Highway 65 Utility Extension Sanitary Sewer Connection Fee District, resulting in a total amount due from the Property Owner in relation to the Connection Fee Districts of \$17,073.99.
4. Connection Fee Districts Payment Plan Established. The City hereby accepts the terms of the Connection Fee District Payment Plan as follows: The Property Owner shall remit the sum of \$17,073.99 to the City in four equal installments spread across a period of twelve (12) months. The initial payment is due within fourteen (14) days following the City's approval of this Agreement, with the final installment to be completed by July 31, 2025.
5. Binding. The terms and conditions of this Agreement shall be joint and severally binding upon and shall inure to the benefit of the heirs, successors and assigns of the respective parties hereto, and all terms and conditions of this Agreement shall constitute conditions, covenants and restrictions running with the land in perpetuity for the Property.
6. Assignment. This Agreement shall be assignable by the Property Owner to all heirs, successors, or other entities as identified by the Property Owner.

7. Amendment. This Agreement shall not be amended, changed or modified without prior written consent of the City and Property Owner or the Property Owner's assignee, if applicable.

(SIGNATURE PAGE FOLLOWS.)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Property Owner has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

CITY OF BONDURANT, IOWA

By _____
Mayor

Attest:

City Clerk

(Seal)

STATE OF IOWA)

): SS

COUNTY OF POLK)

This instrument was acknowledged before me on _____, 2024, by _____, the Mayor of the City of Bondurant, Iowa, to me known to be the identical person named herein and who executed the foregoing instrument and acknowledged that he/she executed the same as the voluntary act and deed on behalf of the City of Bondurant, a municipal corporation duly organized under the laws of the State of Iowa.

NOTARIAL STAMP OR SEAL (OR
OTHER TITLE OR RANK):

SIGNATURE OF NOTARY PUBLIC OR
OTHER OFFICIAL

AAA AND E TRUCK SHOP LLC

By: AAA AND E TRUCK SHOP LLC

By: Alvedin Buljubasic

Its: President

STATE OF IOWA)

) :SS

COUNTY OF POLK)

This instrument was acknowledged before me on _____, 2024, by Alvedin Buljubasic, the President of AAA + E Truck Shop, LLC which serves as Manager of AAA + E Truck Shop, LLC, a limited liability company under the laws of the State of Iowa, to me known to be the identical person named herein and who executed the foregoing instrument and acknowledged that he/she executed the same as the voluntary act and deed on behalf of AAA + E Truck Shop, LLC a limited liability company duly organized under the laws of the State of _____.

NOTARIAL STAMP OR SEAL (OR
OTHER TITLE OR RANK):

SIGNATURE OF NOTARY PUBLIC OR
OTHER OFFICIAL

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described Property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall not be less than \$1,750,000 until termination of the Agreement.

County Assessor for Polk County
State of Iowa

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary of Public

Exhibit "A"
Legal Description of Property

LOT TWO (2) IN SHILOH ROSE BUSINESS PARK PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA.



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

Item No. 5.I.
For Meeting of 8/19/2024
Resolution

TITLE: - Resolution approving an amended Professional Services Agreement with HR Green for the 2nd Street, NW Widening Project in the amount of \$14,600

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: On August 5, 2024, the Bondurant City Council approved a Professional Services Agreement with HR Green for the 2nd Street NW Widening Improvements Project in the amount of not to exceed \$94,300. City Council had previously approved a similar Professional Services Agreement with Veenstra & Kimm in November 2023 in anticipation that this construction project could be designed in time to allow construction to occur in the Summer of 2024. HR Green has since been hired by the City in an effort to keep project design efforts on track for a Summer 2025 construction date.

The following is the proposed HR Green scope of work that was approved by the Bondurant City Council on August 5, 2024: *The project is described as design and bidding services for the widening of 2nd Street NW from just west of Franklin Street to Landon Drive NW. This portion of 2nd Street NW is two-lanes and has a total distance of approximately 1,600 feet. The initial project will widen 2nd Street NW 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'-wide trail on the north side of the roadway and a 6'-wide sidewalk from the SW quadrant of Landon Drive and 2nd Street NW intersection to the trail crossing 2nd Street NW. A pedestrian signal (anticipated to be a solar Rectangular Rapid Flashing Beacon - RRFB like what is used at other locations along 2nd Street NW) will be provided at the trail crossing 2nd Street NW 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*

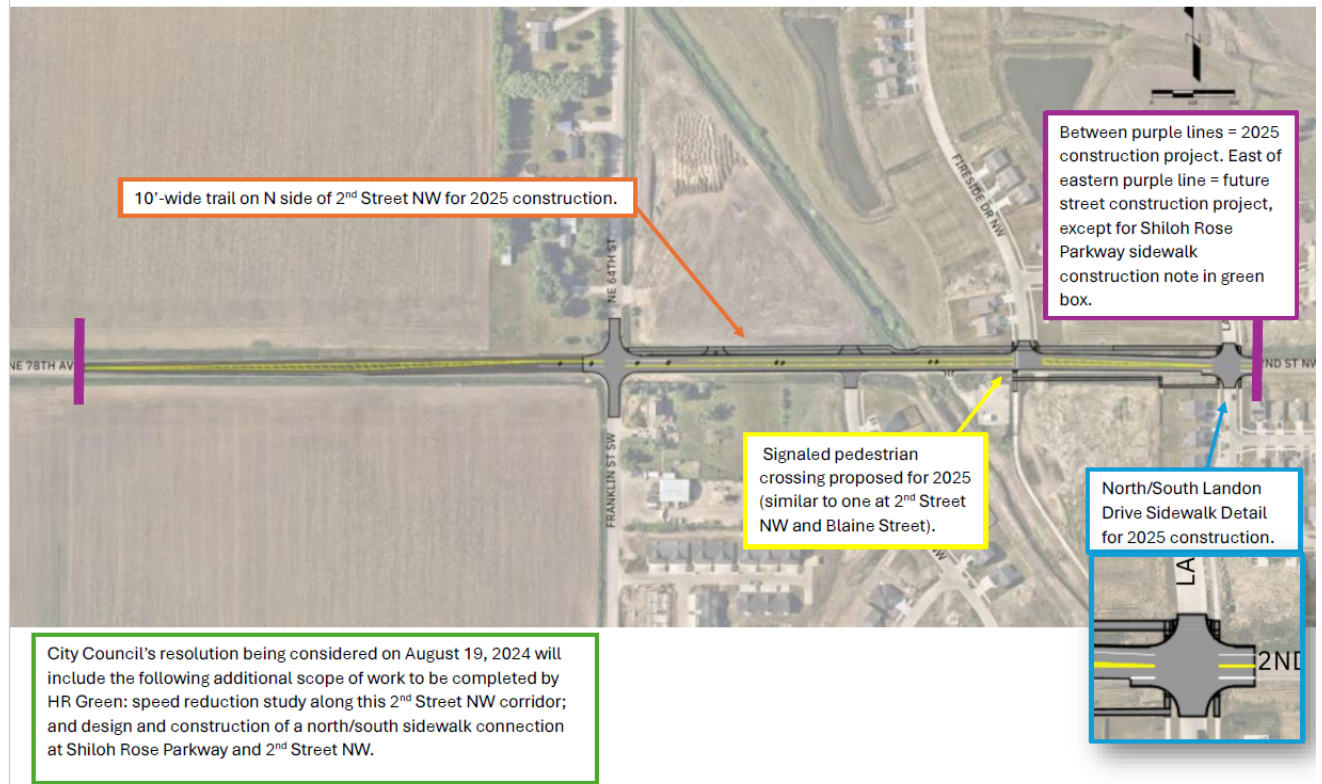
phase services.

Based on recent safety feedback provided by area residents and input from the Planning and Zoning Commission from its August 7, 2024, meeting, HR Green was requested to amend its scope of work to include the following additional items:

- Speed study of the 2nd Street NW corridor for the purposes of reducing the speeds along this corridor. 2nd Street NW transitions into Polk County's NE 78th Avenue west of the intersection of 2nd Street NW/NE 78th Avenue and Franklin Street/NE 64th Street. Reducing the speeds along this street corridor will require a coordinated effort between the City of Bondurant and Polk County where Polk County will also review HR Green's speed reduction findings. Polk County has been notified of this upcoming speed study process.
- Incorporating design and construction of a north/south sidewalk connection at Shiloh Rose Parkway on the west side of the street portion into the 2025 construction plans. The City understands this 2025 improvement will likely need to be reconstructed when the widening of 2nd Street NW east of the proposed 2025 phase occurs. It was originally anticipated that this intersection would be upgraded when the full street was urbanized due to the large investment the installation of a temporary culvert would be, that would be in place for a relatively short time frame. Based on citizen input, the Planning and Zoning Commission requested staff re-evaluate the area to see if there were any options that could install at least one temporary connection. Staff worked with HR Green to evaluate the width of the existing road and determined it is feasible to locate a single connection across without requiring a culvert expansion. While not ideal, the option does facilitate a short-term connection that could be installed with the 2025 project and would be available until the road can be urbanized for full connectivity.

Please note, with the future urbanization, there will also be a normal-width sidewalk along the south side of 2nd Street NW in addition to the wider sidewalk on the north side of 2nd Street NW that exists currently and that will connect to the 2025 proposed in-fill construction.

The below map illustrates the above-described improvements:



FUNDING SOURCE: RUT/General/GO Bond

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240819-186
2. HRG Amendment Professional Services Agreement - 2nd Street Widening

CITY OF BONDURANT
RESOLUTION NO. 240819-186

RESOLUTION APROVING AMENDED PROFESSIONAL SERVICES AGREEMENT
WITH HR GREEN FOR THE 2nd STREET NW WIDENING IN THE AMOUNT OF
\$14,600

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 Major 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 Bondurant City Council approved the original HR Green Professional Services Agreement during their meeting on August 5, 2024; AND

WHEREAS based on recent safety feedback from Bondurant residents, HR Green's scope of work has been amended to include the following additional work:

1. Speed study of the 2nd Street NW corridor for the purpose of reducing the speeds along this corridor.
2. Incorporating design and construction of a north/south sidewalk connection at Shiloh Rose Parkway into the 2025 construction plans.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the attached amended professional services agreement with HR Green in the additional amount of \$14,600 for the 2nd Street NW Street widening project is hereby approved as presented, pending review by legal counsel.

Passed this 19th 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				



HR GREEN, INC.
PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1

THIS AMENDMENT, made this ____ day of August, 2024 by and between, City of Bondurant, IA the CLIENT, and HR GREEN, INC. (hereafter "COMPANY"), for professional services concerning:

2nd Street Widening Project

hereby amends the original Professional Services Agreement dated August 9th, 2024 as follows:

The CLIENT and COMPANY agree to amend the Scope of Services of the original Professional Services Agreement and previous amendments as follows:

Additional design phase services for the 2nd Street Widening Project to include the following:

The COMPANY will conduct a speed study for 2nd Street NE / NE 78th Avenue between NE 56th Street and Landon Dr NW, including the following:

- 48-hour traffic speed and count data collection at two locations between NE 56th Street and NE 64th Street and one location between NE 64th Street and Landon Dr NW.
- Documentation of roadway characteristics, current speed limit zones and signage, existing and future land use adjacent to the study corridor and reported crashes for past 5 full years of data.
- Develop the speed distribution of free-flowing vehicles including the pace, median (50th-percentile), and 85th-percentile speeds for the corridor at collected locations.
- Utilize methodology provided in the 11th edition of the MUTCD, National Cooperative Highway Research Program (NCHRP) 17-76: Guidance for Setting of Speed Limits, and the Institute of Transportation Engineers (ITE) Publication "A Model for Setting Credible Speed Limits in Urban Areas" for guidance on recommended speed limits
- The COMPANY will use the collected data and guidance listed above to recommend any speed limit modifications within the study area, including a potential speed transition zone between Polk County and the Bondurant City limits.
- The COMPANY will document the findings of the study in a memorandum and meet with the City and County to discuss the results of the study.

The COMPANY will provide additional design services for sidewalk connections and crossing at Shiloh Rose Parkway and 2nd Street, including the following:

- Coordinate with V&K to obtain additional topographic survey required. It is understood the survey by V&K will be part of a separate contract between V&K and the City.
- Per ADA requirements, develop sidewalk connections and curb ramp/signage plans for the Shiloh Rose Parkway intersection with 2nd Street.

COMPANY Project Number: 2403363

The CLIENT and COMPANY agree to amend other provisions of the original Professional Services Agreement and previous amendments as follows:

N/A



In consideration for these services, the CLIENT AGREES to adjust the payment for services performed by COMPANY on the following basis:

- ☒ Per current rate schedule with a maximum fee to be increased by Fourteen Thousand Six Hundred Dollars (\$14,600.00)

The total authorized compensation after this Amendment, including the original Professional Services Agreement and all previous Amendments, is One Hundred Eight Thousand Nine Hundred Dollars (\$108,900.00)

THIS AMENDMENT is subject to all provisions of the original Professional Services Agreement.

THIS AMENDMENT, together with the original Professional Services Agreement and all previous amendments represents the entire and integrated AGREEMENT between the CLIENT and COMPANY.

THIS AMENDMENT executed the day and year written above.

CITY OF BONDURANT, IA

HR GREEN, INC.

By: Doug Elrod, Mayor

By: Timothy W. Cutsforth
TIMOTHY W. CUTSFORTH
GROUP LEADER



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

Item No. 5.m.
For Meeting of 8/19/2024
Resolution

TITLE: - Resolution considering approval of Plat of Survey to create Acquisition Plat '2024-101' and Parcels '2024-102' and '2024-103'

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: Civil Engineering Consultants, Inc, on behalf of the owners of the property, Farmers Elevator Co, and the applicants, Dynamic Partners, have submitted the Plats of Survey for review. The proposed parcels are located at 2020 2nd Street NE and currently zoned M-2 Medium Industrial.

Dynamic Partners are currently in the process of purchasing 2020 2nd Street NE from Farmers Elevator Co. Dynamic Partners has submitted site plan for a storage unit business to be located on the proposed Parcel 2024-102. Dynamic Partners currently plans on expanding this proposed use to Parcel 2024-103 in a future development phase. The Acquisition Parcel 2024-101 would be deeded to the City of Bondurant for right-of-way needs. The proposed Plats of Survey area are shown below.



The City of Bondurant recently recorded a perpetual sanitary sewer easement and a perpetual storm sewer easement on the proposed Parcel 2024-102. The perpetual

storm sewer easement is 20' wide and located along the eastern property line of the proposed Parcel 2024-102. The perpetual sanitary sewer easement is 15' wide and extends 80' to the west from the southeast corner of the proposed Parcel 2024-102. The applicants are aware of both easements and they will not affect the development of this parcel.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning and Zoning Commission voted 5-0 to recommend approval of the Plats of Survey at their August 8, 2024 meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240819-187
2. Plat of Survey

CITY OF BONDURANT
RESOLUTION NO. 240819-187

RESOLUTION REGARDING APPROVAL OF THE PLAT OF SURVEY CREATING
ACQUISITION PARCEL '2024-101' AND PARCELS '2024-102', '2024-103'

WHEREAS, Civic Engineering Consultants, Inc has submitted a plat of survey on behalf of the property owner, Farmers Elevator Co, and the applicant, Dynamic Partners, to create Acquisition Parcel '2024-101' and Parcels '2024-102' and '2024-103' which are described as follows:

ACQUISITION PARCEL 2024-101:

THE SOUTH 45.00 FEET OF PARCEL 'H' OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH/ P.M., AN OFFICIAL PARCEL RECORDED IN BOOK 13080, PAGE 445 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF BONDURANT, POLK COUNTY, IOWA AND CONTAINING 1.08 ACRES MORE OR LESS.

PARCEL 2024-102

THE EAST 545.00 FEET EXCEPT THE SOUTH 45.00 FEET THEREOF OF PARCEL 'H' OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., AN OFFICIAL PARCEL RECORDED IN BOOK 13080, PAGE 445 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF BONDURANT, POLK COUNTY, IOWA AND CONTAINING 12.21 ACRES MORE OR LESS.

PARCEL 2024-103

PARCEL 'H' OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH/ P.M., AN OFFICIAL PARCEL RECORDED IN BOOK 13080, PAGE 445 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF BONDURANT, POLK COUNTY, IOWA EXCEP THE SOUTH 45.00 FEET THEREOF AND EXCEPT THE EAST 545.00 FEET THEREOF AND CONTAINING 9.16 ACRES MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant, Iowa, hereby approve the submitted Plat of Survey,

Passed this 19th 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

Action	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

PLAT OF SURVEY
OF
ACQ. PARCEL 2024-101 & PARCELS
2024-102 & 2024-103
OF
SE1/4 SW1/4 OF SECTION 29-80-22
2020 2ND STREET NE, BONDURANT, IOWA

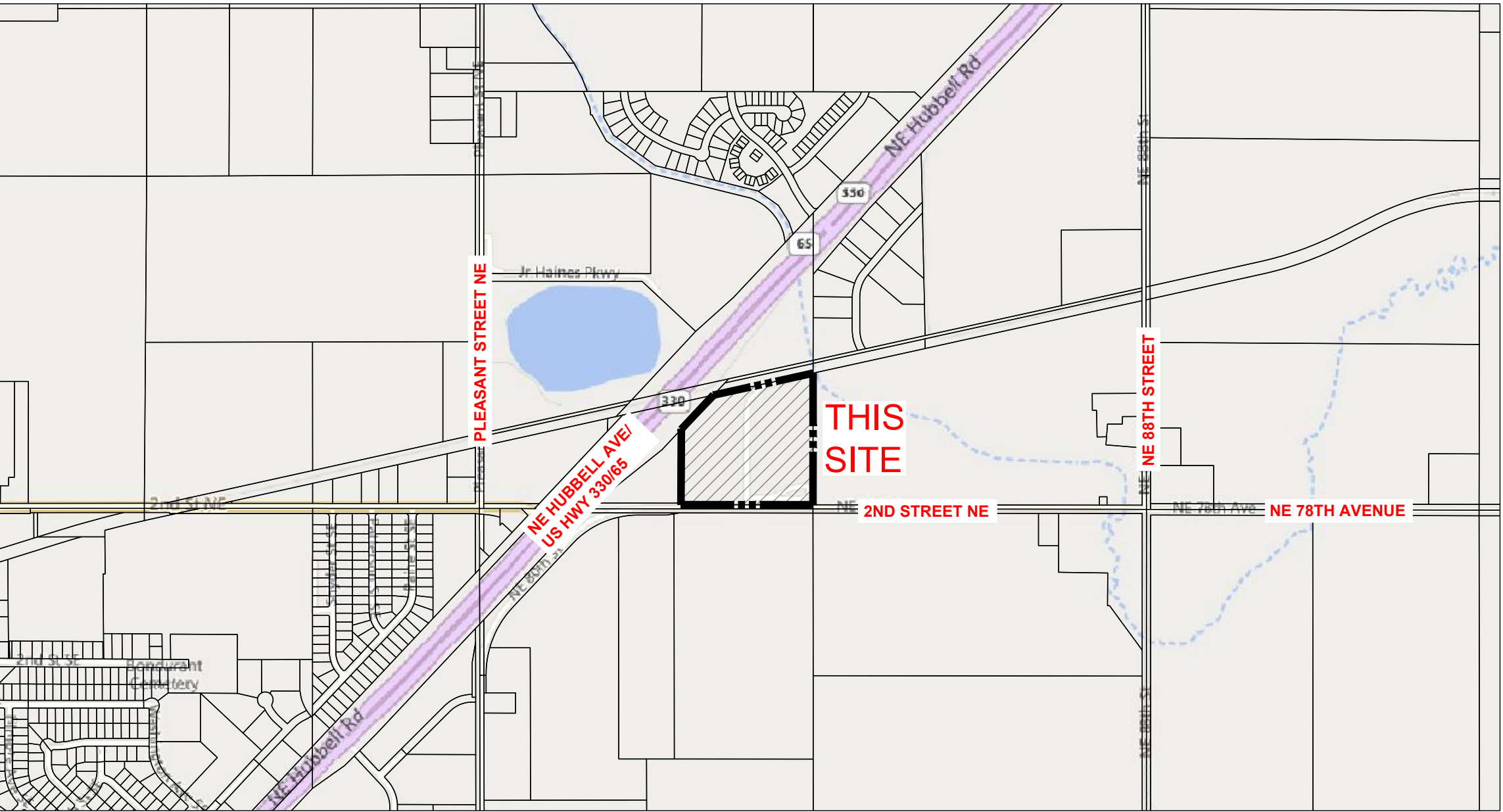
INDEX LEGEND					
COUNTY: POLK					
	SECTION	TOWNSHIP	RANGE	1/4 1/4	1/4
ALIQUOT PART: PARCEL 11	29	80	22	SE1/4	SW1/4
GEOPARCEL: 802224300011					
ASSOCIATED BK. 13080, PG. 445					
PROPRIETOR (S): FARMERS ELEVATOR CO.					
REQUESTED BY: DYNAMIC PARTNERS					
PROFESSIONAL LAND SURVEYOR: JEFFREY A. GADDIS, PLS 18381					
COMPANY: CIVIL ENGINEERING CONSULTANTS, INC. ATTN: JEFFREY A. GADDIS, PLS RETURN TO: 2400 86TH STREET, URBANDALE, IA 50322 PHONE: 515-276-4884					

LAND AREA TABLE			
SE1/4 SW1/4 SEC. 29-80-22	GROSS (AC.)	R.O.W. EASEMENT (AC.)	NET (AC.)
ACQ. PARCEL 2024-101	1.08	0	1.08
PARCEL 2024-102	12.21	0	12.21
PARCEL 2024-103	9.16	0	9.16
TOTAL	22.45	0	22.45

ZONING
M2- MEDIUM INDUSTRIAL
FRONT YARD SETBACK:
SIDE YARD SETBACK:
REAR YARD SETBACK:
MAXIMUM HEIGHT:

30 FEET FROM EXISTING OR PROPOSED PROPERTY LINE
20 FEET PROVIDED THAT WHERE ADJACENT TO AN 'R' OR 'C-1' DISTRICT A SIDE YARD OF 25 FEET SHALL BE REQUIRED
40 FEET EXCEPT THAT WHERE A RAILROAD RIGHT-OF-WAY IS IMMEDIATELY ADJACENT TO THE REAR OF A LOT, THE REAR YARD REQUIREMENT NEED NOT APPLY
80 FEET WITH AN ADDITIONAL 12 FEET (1 STORY) OF HEIGHTS PERMITTED FOR EVERY 10 FEET OF ADDITIONAL BUILDING SETBACK FOR AN OVERALL MAXIMUM OF NO MORE THAN AN AVERAGE OF 104 FEET BUILDING HEIGHT FROM FINISHED FLOOR.

LEGEND	
●	FOUND CORNERS (1/2" I.R. W/YELLOW CAP #1161 UNLESS OTHERWISE NOTED)
○	SET PROPERTY CORNER (5/8" I.R. W/BLUE CAP #18381 UNLESS OTHERWISE NOTED)
▲	FOUND SECTION CORNERS
△	SET SECTION CORNER
---	PLAT OF SURVEY BOUNDARY
---	PROPOSED PARCEL LINES
---	EXISTING PROPERTY LINES
---	BUILDING SETBACK LINES
---	EASEMENT LINES
---	CENTERLINE STREET
D.	DEEDED BEARING & DISTANCE
P.	PREVIOUSLY RECORDED BEARING & DISTANCE
M.	MEASURED BEARING & DISTANCE
I.R.	IRON ROD
I.P.	IRON PIPE
BK, XXX, PG, XXX INST. XXX,	COUNTY RECORDER'S INDEXING IDENTIFICATION NUMBER
R.O.W.	RIGHT-OF-WAY
P.U.E.	PUBLIC UTILITY EASEMENT
777	ADDRESS



VICINITY MAP
SCALE: 1"=1000'
NORTH
↑

SHEET LIST TABLE	
Sheet Number	Sheet Title
01	COVER
02	PLAT OF SURVEY

BASIS OF BEARINGS
THE SOUTH LINE OF THE SW1/4 OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M. HAS MEASURED AS HAVING A BEARING OF N89°47'34"W. THIS BEARING WAS DETERMINED FROM THE IOWA DEPARTMENT OF TRANSPORTATION REAL-TIME NETWORK CONVERTED TO IOWA STATE PLANE NAD1983(2011) SOUTH ZONE GRID NORTH.

PURPOSE OF SURVEY
THESE PARCELS ARE BEING CREATED FOR FUTURE DEVELOPMENT AND ROAD ACQUISITION.

PROFESSIONAL LAND SURVEYOR NOTES:
1. THE ALLOWABLE ERROR OF CLOSURE FOR THE BOUNDARY IS 1:10,000 AND THE ALLOWABLE ERROR OF CLOSURE FOR EACH LOT IS 1:5,000.
2. THE EASEMENTS SHOWN ON ADJOINING OWNERS PROPERTY ARE NOT PART OF THIS PLAT AND ARE SHOWN FOR REFERENCE ONLY. THESE EASEMENTS SHALL BE ACQUIRED THROUGH A SEPARATE RECORDED DOCUMENT.
3. THIS PARCEL MAY BE SUBJECT TO EASEMENTS OF RECORD. NO TITLE WORK WAS PROVIDED IN PREPARATION OF THIS SURVEY.
4. MONUMENTS TO BE SET WITHIN 30 DAYS OF THE PLAT OF SURVEY RECORDING DATE.
5. IF THIS PLAT OF SURVEY INDICATES SETTING AN IRON ROD AND THE EXISTING CONDITIONS WILL NOT ALLOW THIS TYPE OF MONUMENT, A CUT 'X' WILL BE SET IN PORTLAND CEMENT CONCRETE (P.C.C.) OR A 'MAG NAIL' WILL BE SET IN ASPHALTIC CEMENT CONCRETE (A.C.C. OR H.M.A.).

**BOUNDARY CLOSURE REPORT
ACQ. PARCEL 2024-101**

NORTH: 620448.4790' EAST: 1658049.3390'
SEGMENT #1 : LINE
COURSE: N89°47'34"W
NORTH: 620452.2281' LENGTH: 1043.61'
EAST: 1657005.7357'
SEGMENT #2 : LINE
COURSE: N00°15'55"E
NORTH: 620491.2276' LENGTH: 45.00'
EAST: 1657005.9441'
SEGMENT #3 : LINE
COURSE: S89°47'34"E
NORTH: 620495.3368' LENGTH: 526.35'
EAST: 1657532.2407'
SEGMENT #4 : LINE
COURSE: S89°47'34"E
NORTH: 620493.4794' LENGTH: 517.01'
EAST: 1658049.2473'
SEGMENT #5 : LINE
COURSE: S00°03'04"E
NORTH: 620448.4794' LENGTH: 45.00'
EAST: 1658049.3375'
PERIMETER: 2176.91' AREA: 46956.73 SQ. FT.
ERROR CLOSURE: 0.0016' COURSE: N73°57'13"W
ERROR NORTH: 0.00043' EAST: -0.00151'
PRECISION 1: 1360606.25

**BOUNDARY CLOSURE REPORT
PARCEL 2024-102**

NORTH: 620493.4794' EAST: 1658049.2408'
SEGMENT #1 : LINE
COURSE: N89°47'34"W
NORTH: 620495.4374' LENGTH: 545.01'
EAST: 1657504.2423'
SEGMENT #2 : LINE
COURSE: N00°03'04"W
NORTH: 621410.5470' LENGTH: 915.16'
EAST: 1657503.4754'
SEGMENT #3 : LINE
COURSE: N71°33'37"E
NORTH: 621530.7150' LENGTH: 551.99'
EAST: 1658048.3661'
SEGMENT #4 : LINE
COURSE: S00°03'04"E
NORTH: 620493.4754' LENGTH: 1037.32'
EAST: 1658049.2914'
PERIMETER: 3055.48' AREA: 532051.66 SQ. FT.
ERROR CLOSURE: 0.0084' COURSE: S61°01'44"W
ERROR NORTH: -0.00407' EAST: -0.00735'
PRECISION 1: 363747.62

**BOUNDARY CLOSURE REPORT
PARCEL 2024-103**

NORTH: 620491.2271' EAST: 1657005.9469'
SEGMENT #1 : LINE
COURSE: N00°15'55"E
NORTH: 621086.5316' LENGTH: 589.31'
EAST: 1657008.6754'
SEGMENT #2 : LINE
COURSE: N43°17'11"E
NORTH: 621357.8257' LENGTH: 312.70'
EAST: 1657264.2233'
SEGMENT #3 : LINE
COURSE: N71°33'37"E
NORTH: 621410.6034' LENGTH: 245.01'
EAST: 1657503.4813'
SEGMENT #4 : LINE
COURSE: S00°03'04"E
NORTH: 620495.4443' LENGTH: 915.16'
EAST: 1657504.2477'
SEGMENT #5 : LINE
COURSE: N89°47'34"W
NORTH: 620491.2346' LENGTH: 448.35'
EAST: 1657005.9509'
PERIMETER: 2620.53' AREA: 349097.46 SQ. FT.
ERROR CLOSURE: 0.0078' COURSE: N30°29'14"E
ERROR NORTH: 0.00673' EAST: 0.00346'
PRECISION 1: 335465.38

PROPERTY OWNER:
FARMERS ELEVATOR CO
POB 35
FARNHAMVILLE, IA
ATTN: BARB GEISLER
PREPARED FOR:
DYNAMIC PARTNERS
CO: TOM GUSTAFSON
23071 NATURE CENTER ROAD
P.O. BOX 851
OKOBOJI, IA 51355
PHONE: 712-330-3233
EMAIL: TOM.GUSTAFSON@HOTMAIL.COM

PROFESSIONAL LAND SURVEYOR:
CIVIL ENGINEERING CONSULTANTS, INC.
2400 86TH STREET, SUITE 12
URBANDALE, IA 50322
JEFFREY A. GADDIS, PLS
PH: (515) 276-4884 EXT. 221
EMAIL: GADDIS@CECLAC.COM

ORIGINAL DESCRIPTION:
WARRANTY DEED BOOK 6306, PAGE 356
BEGINNING 1595.85 FEET EAST OF THE SOUTHWEST CORNER; THENCE NORTH 633.95 FEET; NORTHEAST 371.27; NORTHEAST ALONG THE SOUTH RAILROAD RIGHT-OF-WAY TO EAST LINE; THENCE SOUTH TO SOUTHEAST CORNER; THENCE WEST TO POINT OF BEGINNING, IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4, SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; SUBJECT TO EASEMENTS FOR ROADWAY, CONTAINING 21.3 ACRES MORE OR LESS.

ACQUISITION PARCEL 2024-101 LEGAL DESCRIPTION:
THE SOUTH 45.00 FEET OF THE SE1/4 SW1/4 OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., AN OFFICIAL PARCEL RECORDED IN BOOK 13080, PAGE 445 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF BONDURANT, POLK COUNTY, IOWA AND CONTAINING 1.08 ACRES MORE OR LESS.

PARCEL 2024-102 LEGAL DESCRIPTION:
THE EAST 545.00 FEET EXCEPT THE SOUTH 45.00 FEET THEREOF OF PARCEL 11 OF THE SE1/4 SW1/4 OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., AN OFFICIAL PARCEL RECORDED IN BOOK 13080, PAGE 445 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF BONDURANT, POLK COUNTY, IOWA AND CONTAINING 12.21 ACRES MORE OR LESS.

PARCEL 2024-103 LEGAL DESCRIPTION:
PARCEL 11 OF THE SE1/4 SW1/4 OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., AN OFFICIAL PARCEL RECORDED IN BOOK 13080, PAGE 445 AT THE POLK COUNTY RECORDER'S OFFICE, CITY OF BONDURANT, POLK COUNTY, IOWA EXCEPT THE SOUTH 45.00 FEET THEREOF AND EXCEPT THE EAST 545.00 FEET THEREOF AND CONTAINING 9.16 ACRES MORE OR LESS.

CERTIFICATION

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA. PRELIMINARY JEFFREY A. GADDIS, IOWA LICENSE NO. 18381 DATE MY LICENSE RENEWAL DATE IS DECEMBER 31, 2024 SHEETS 1 - 3 SHEETS 01 - 3
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PRELIMINARY

ACQ. PARCEL 2024-101 & PARCELS 2024-102 & 2024-103, SE1/4 SW1/4, SEC. 29-80-22
2020 2ND STREET NE, BONDURANT, IOWA

COVER

SHEET	OF
1	3
A2215	

DATE:

JULY 30, 2024

DATE OF SURVEY:

MAY 30, 2024

DESIGNED BY:

JAG

DRAWN BY:

LH

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 · Urbandale, Iowa 50322
515.276.4884 · mail@ceclac.com







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

Item No. 5.n.
For Meeting of 8/19/2024
Resolution

TITLE: - Resolution approving action to order construction and set a date for a public hearing and letting for the 13th & Lincoln/15th Street Stormwater Improvements Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: In March 2023, the City Council approved a professional services agreement with McClure Engineering to survey and design several rear yard stormwater improvements in the Wisteria Heights Plat 1 and Clarence Olson Vista Plat 1 developments. Staff have been working with residents and engineers with McClure to develop a solution to help mitigate some of the nuisance stormwater ponding that these residents are experiencing. The project is ready to bid, and City Staff submits the notice of public hearing for council consideration.

The engineer's estimate for both projects combined is \$79,708.50. The City has stormwater funds to support these improvements.

FUNDING SOURCE: Stormwater funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240819-188
2. Notice Of Public Hearing & Notice To Bidders - 13th Street & 15th Street Improvements
3. Bondurant - 15th Street Improvements - EXHIBIT
4. 13th Street Improvements Plan view

CITY OF BONDURANT
RESOLUTION NO. 240819-188

RESOLUTION APPROVING ACTION TO ORDER CONSTRUCTION AND SET DATE
OF LETTING FOR THE 13th & LINCOLN/15th STREET STORMWATER
IMPROVEMENTS PROJECT

WHEREAS the City Council orders construction for the 13th & Lincoln/15th Street Stormwater Improvements Project; AND

WHEREAS bids are due and will be opened September 12th, 2024, at 2:00 pm; AND

WHEREAS a public hearing on the proposed plans, specifications, form of contract, and estimate of cost is scheduled for September 16th, 2024, at 6:00 p.m. in the Bondurant City Center at 200 Second Street NE, Bondurant, Iowa 50035.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the action to order construction and letting for the 13th & Lincoln/15th Street Stormwater Improvements Project is hereby approved as presented.

Passed this 19th 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				

City of Bondurant – 13th Street Improvements and 15th Street Improvements

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

CITY OF BONDURANT – 13th STREET IMPROVEMENTS AND 15th STREET IMPROVEMENTS

Notice is hereby given that a public hearing will be held by the City of Bondurant, Iowa on the proposed contract documents (plans, specifications, and form of contract and estimated cost for the 13th Street Improvements and 15th Street Improvements – Bid Package project at its **meeting at 6 P.M. on September 16th, 2024**, at Bondurant City Hall, 200 2nd Street NE, Bondurant Iowa.

Sealed bids for the work comprising each improvement as stated below **must be filed before 2 PM CT** according to the clock **at the office of the City Clerk on September 12th, 2024**, in the office of the Bondurant City Clerk. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened, and bids tabulated immediately after 2 PM CT. on the same day, in the Clerk's Office for consideration by the City of Bondurant at its regular City Council Meeting on September 16, 2024. Work on the improvement shall be commenced within 14 days of receiving Notice to Proceed, and be completed as stated below.

Copies of the contract documents are available from Beeline and Blue (2507 Ingersoll Ave., Des Moines, Iowa) or online at <https://www.beelineplanroom.com>. Copies of the Plans and Project Manual are also available (for viewing only) at Bondurant City Hall.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

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

General Nature of the Public Improvement

Project Name: City of Bondurant – 13th Street Improvements and 15th Street Improvements – Bid Package
Description : Drainage improvements within the residential area of 13th Street include but are not limited to, the installation of 236 LF of perforated 18-Inch HDPE, 1 pipe apron and footing, and 2 Nyloplast intakes, placement of sod and riprap, and erosion management. Drainage improvements within the residential area of 15th Street include but are not limited to the installation of approximately 291 LF of infiltration trench and associated 6-Inch Underdrain, 4 subdrain cleanouts, removal and replacement of damaged sidewalk, installation of 144 LF of trenched 6-Inch HDPE, temporary fence, removal and reinstallation of fence, and minor grade adjustments (hand dig).
Location: Bondurant, IA.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. **The bidder's security shall be in the amount of 10% of the total amount of the bid** and shall be in the form of a cashier's check or a certified

City of Bondurant – Ditch 2 Restoration

Notice to Bidders and
Notice of Public Hearing

check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The City of Bondurant reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Each successful bidder will be required to furnish a corporate surety **bond in an amount equal to 100% of its contract price**. Said bond shall be issued by a responsible surety approved by the City of Bondurant and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Bondurant from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be four years.

The City of Bondurant, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

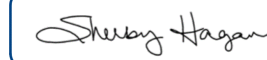
Contractor shall substantially complete the project no later than December 31, 2024. Spring seeding and sod placement are the only items to be complete in the Spring of 2025 and shall be complete between **March 1 and April 1, 2025**. Should the contractor fail to complete the work in this timeframe, **liquidated damages of \$200 per calendar day** will be assessed for work not completed within the designated contract term.

The City of Bondurant does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

A preletting conference will not be held, questions regarding the project should be directed to the design engineer (Kate Barnes, PE with McClure Engineering at kbarnes@mcclurevision.com or (319)329-3480. Questions will be answered and addenda issued, if necessary, up until 7 calendar days before the letting date. Within 7 calendar days of letting detailed questions will not be answered out of fairness to other bidders, should a corresponding addendum be warranted.

This Notice is given by authority of the City of Bondurant

DocuSigned by:



2609A3F42EF546A
(Signature of the Responsible Party for Notification)

For the City of Bondurant

Published in the Altoona Herald

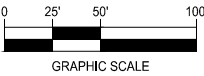


NOTICE:
McClure Engineering Company waives any and all responsibility and liability for problems which arise from failure to follow these Plans, Specifications, and the engineering intent they convey, or for problems which arise from failure to obtain and/or follow the engineers guidance with respect to any errors, omissions, inconsistencies, ambiguities, or conflicts which are alleged.

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PRELIMINARY

15TH STREET
IMPROVEMENTS



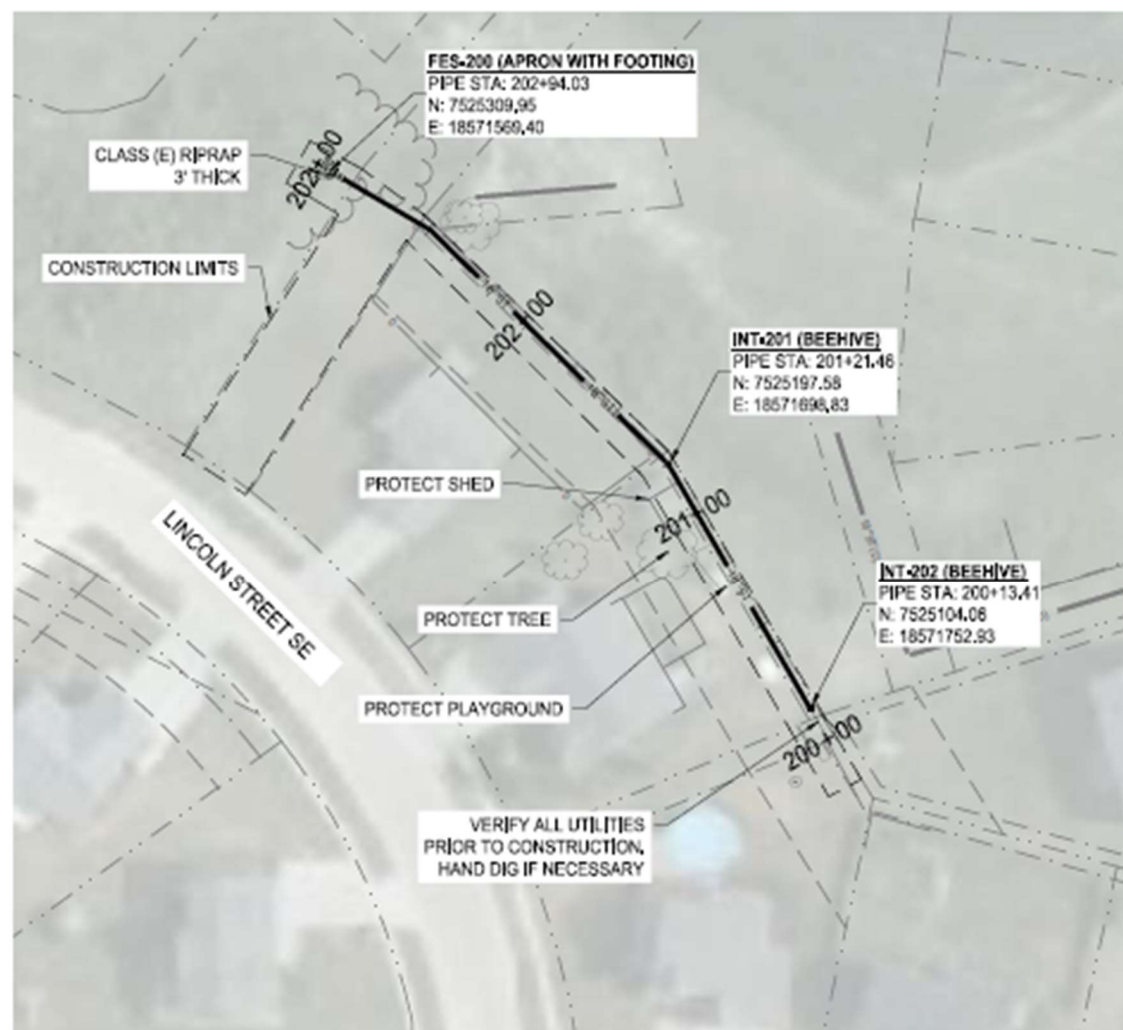
BONDURANT
15TH STREET
CONSTRUCTION DRAWINGS
BONDURANT, IOWA
2023000057
OCTOBER 05, 2023

REVISIONS
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.
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ENGINEER
K. BARNES

DRAWN BY
K. REYNOLDS

DRAWING NO.
EX-01



1 13TH ST. IMPROVEMENTS - PLAN VIEW



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

Item No. 5.o.
For Meeting of 8/19/2024
Resolution

TITLE: - Resolution approving pay request no. 4 to Gerard Tank & Steel for the Water Tower Project in the amount of \$248,995.00

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend to Council the attached resolution to approve pay app #4 in the amount of \$248,995.00 related to the Water Tower Project.

This pay application has been reviewed by City Staff and Engineers from Veenstra & Kim for accuracy and is for work completed from July 21st through August 14th, 2024, for the project. The Water Tower project is progressing. The Tower Shaft is complete, and the tank support beam has been poured. The steel for the tank has started to arrive onsite, and the tank construction will begin as soon as the shaft cap is poured.

The latest schedule from the contractor shows that they still plan to have the tower in service sometime in December of this year, which is still on schedule and we are anticipating being operational for the summer of 2025.

FUNDING SOURCE: SRF Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240819-189
2. Pay Request No. 4

CITY OF BONDURANT
RESOLUTION NO. 240819-189

RESOLUTION APPROVING PAY REQUEST NO. 4 TO GERARD TANK AND STEEL
FOR THE WATER TOWER PROJECT IN THE AMOUNT OF \$248,995.00

WHEREAS the Water Tower Project Pay Request No. 4 was submitted on August 14th, 2024; AND

WHEREAS the pay request no. 4 is for work completed through August 14th, 2024, on the Water Tower 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 request no. 4 to Gerard Tank & Steel in the amount of \$248,995.00 hereby approved.

Passed this 19th 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				



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

August 14, 2024

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

BONDURANT, IOWA
WATER TOWER - REBID
PARTIAL PAYMENT ESTIMATE NO. 4

Enclosed is a copy of Partial Payment Estimate No. 4 for the Water Tower project under the contract between the City of Bondurant and Gerard Tank & Steel. Partial Pay Estimate No. 4 is for the period ending August 14, 2024, in the amount of \$248,995.00.

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

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'Callin Hornsby', is written over a faint, larger blue ink signature.

Callin Hornsby

CRH
428106

cc: Steph Melhus – Gerard Tank & Steel (electronic)
Malcom Richerson – Gerard Tank & Steel (electronic)

**VEENSTRA & KIMM INC.**3000 Westown Parkway
West Des Moines, Iowa 50266515.225.8000 // 800.241.8000
www.v-k.netDate: **August 14, 2024****PAY ESTIMATE NO. 4.**

Project Title	Water Tower City of Bondurant, Iowa			Contractor	Gerard Tank & Steel, Inc. 1540 East 11th Street, PO Box 513 Concordia, KS 66901		
Original Contract Amount & Date	\$4,438,273.10	10-Jul-23	Pay Period	21-Jul-24	to	14-Aug-24	
BID ITEMS							
Bid Item No.	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Completed	Value Completed
1	1,000,000 Gallon Composite Water Tower						
1.1	Rommed Aggregate Piers	LS	1	\$ 81,000.00	\$ 81,000.00	100.00%	\$ 81,000.00
1.2	Foundation	LS	1	\$ 510,350.00	\$ 510,350.00	99.00%	\$ 505,246.50
1.3	Concrete Support Shaft	LS	1	\$ 811,000.00	\$ 811,000.00	95.00%	\$ 770,450.00
1.4	Fabricated Steel - Delivered	LS	1	\$ 844,308.10	\$ 844,308.10	0.00%	\$ -
1.5	Steel Erection	LS	1	\$ 1,112,200.00	\$ 1,112,200.00	0.00%	\$ -
1.6	Field Coating	LS	1	\$ 440,000.00	\$ 440,000.00	0.00%	\$ -
1.7	Electrical	LS	1	\$ 185,000.00	\$ 185,000.00	0.00%	\$ -
1.8	Miscellaneous Start ip	LS	1	\$ 32,000.00	\$ 32,000.00	0.00%	\$ -
2	7" PCC Driveway	SY	1,175.0	\$ 135.00	\$ 158,625.00	0	\$ -
3	18" RCP Culvert	LF	55	\$ 40.00	\$ 2,200.00	55	\$ 2,200.00
4	18" RCP FES	EA	2	\$ 1,000.00	\$ 2,000.00	2	\$ 2,000.00
5	72" High Chain Link Fence	LF	720	\$ 52.00	\$ 37,440.00	0	\$ -
6	72" High Chain Link Fence Double Gate	EA	2	\$ 1,300.00	\$ 2,600.00	0	\$ -
7	PVC Water Main in Open Cut - 16"	LF	465	\$ 110.00	\$ 51,150.00	465	\$ 51,150.00
8	Hydrant	EA	1	\$ 9,000.00	\$ 9,000.00	0	\$ -
9	Gate Valve - 16"	EA	2	\$ 14,000.00	\$ 28,000.00	2	\$ 28,000.00
10	Site Improvement	LS	1	\$ 4,000.00	\$ 4,000.00	0.00%	\$ -
11	Seeding - SUDAS Type 2	ACRE	2	\$ 3,000.00	\$ 6,000.00	0	\$ -
12	Exterior Decorative Lighting	LS	1	\$ 121,400.00	\$ 121,400.00	0.00%	\$ -
CO 1	Intall Level Control Valve and Bypass Valve Facilities	LS	1	\$ 181,000.00	\$ 181,000.00	100.00%	\$ 181,000.00
TOTAL ORIGINAL CONTRACT				\$ 4,619,273.10			\$ 1,621,046.50

V-K Job No. 428106

SUMMARY			
		Original Contract Price	Value Completed
Bid Items Subtotal		\$4,438,273.10	\$ 1,621,046.50
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Value Completed
CO 1	Intall Level Control Valve and Bypass Valve Facilities	\$ 181,000.00	
TOTAL ALL CHANGE ORDERS		\$ 181,000.00	\$ -
Revised Contract Price		\$ 4,619,273.10	\$ 1,621,046.50
Total Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 1,621,046.50
Less Retained Percentage (5%)			\$ 81,052.33
Total Earned Less Retainage			\$ 1,539,994.18
PREVIOUSLY APPROVED PARTIAL PAYMENTS			
Less Estimate(s) Previously Approved		Pay Estimate No.1	\$ 697,752.68
		Pay Estimate No.2	\$ 323,589.00
		Pay Estimate No.3	\$ 269,657.50
Less Total Pay Estimates Previously Approved			\$ 1,290,999.18
Percent Complete	35.1%	Amount Due This Estimate	\$ 248,995.00

The amount \$248,995.00 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: Gerard Tank & Steel, Inc.	Recommended By: Veenstra & Kimm, Inc.	Approved By: City of Bondurant, Iowa
Signature Malcolm Richerson	Signature 	Signature
Title Construction Manager	Title Project Engineer	Title Mayor
Date 8/14/2024	Date 8/14/2024	Date



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

Item No. 7.a.
For Meeting of 8/19/2024
Public Hearing

TITLE: Public Hearing on Urban Renewal Plan Amendment for the Bondurant Urban Renewal Area (Grain District Parking BES Facility Exemplar Care)

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: During their July 15, 2024 meeting, the Bondurant City Council set a public hearing for this evening to consider the Urban Plan Amendment. Proper notice of this required public hearing was dully published.

Attached is the draft Urban Renewal Amendment. This amendment proposes the following:

- Deletion of property from the 1991 Urban Renewal Area in the dotted pink area below. The reason this area is proposed for deletion is because it was originally included as a partial parcel in the 1991 area. In order for new area to be included, Polk County now requires that a full parcel and not a partial parcel be included. This 1991 partial parcel must be deleted so the entire parcel (green boundary) can be included in this 2024 amendment.



- Addition of property - Grain District former railroad right-of-way parcels. See areas in green in map above.
- An update for the description of the Urban Renewal Economic Development Initiatives and Administration and Professional Support Program
- Update of the City Park Project
- Identification of new urban renewal projects to be undertaken in the Urban Renewal Area. New projects: Exemplar Care agreement, Grain District Downtown Redevelopment, Grain District Arboretum Plaza, and the Bondurant Recreation and Civic Facility.

A consultation meeting with other taxing entities was held on July 31, 2024. Two staff from the Polk County Planning & Development Department attended the consultation and had a few general questions on the City's Grain District Downtown Redevelopment Plan to learn further about proposed projects contained in this plan.

The Planning & Zoning Commission reviewed this Urban Renewal Amendment during their meeting on August 8, 2024 and voted on recommended amendment approval. The Commission's resolution notes the amendment is consistent with the Building Bondurant Comprehensive Plan.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. UR Plan Amend (Bondurant #71 2024)-v1

CITY OF BONDURANT, IOWA
URBAN RENEWAL PLAN AMENDMENT
BONDURANT URBAN RENEWAL AREA

August, 2024

The Urban Renewal Plan (the “Plan”) for the Bondurant Urban Renewal Area (the “Urban Renewal Area”) for the City of Bondurant, Iowa (the “City”) is being amended for the purposes of (1) deleting property from Urban Renewal Area; (2) adding property to the Urban Renewal Area – Grain District former railroad right-of-way parcels; (3) updating the description of the Urban Renewal Economic Development Initiatives and Administration and Professional Support Program; (4) updating the description of the City Park Project; and (5) identifying new urban renewal projects to be undertaken in the Urban Renewal Area.

1) Deletion of Property (1988 Urban Renewal Area). The real property legally described on Exhibit A hereto is, by virtue of this Amendment, being removed from the Urban Renewal Area.

2) Addition of Property- Grain District former railroad right-of-way parcels. The real property (the "Grain District Railroad Property") legally described on Exhibit B hereto is, by virtue of this Amendment, being added with the August, 2024 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Grain District Railroad Property as an economic development and a blighted area. The Grain District Railroad Property will become subject to the provisions of the Plan for the Urban Renewal Area. This area is related to the arboretum trail of the Grain District Downtown Redevelopment Plan (as herein defined) and the Grain District Arboretum Plaza (as herein defined).

Blight Finding: An investigation has been conducted, the results of which indicate that conditions of blight, as described in Section 403.17(5) of the Code of Iowa, exist on the Grain District Railroad Property as a result of the deterioration of private properties, faulty land use and lot layout conditions, dilapidation and developing failure of public infrastructure and utility connections (the “Blighted Conditions”). The Blighted Conditions are further described on Exhibit B hereto.

3) Update Description of the Urban Renewal Economic Development Initiatives and Administration and Professional Support Program. The City approved the Urban Renewal Economic Development Initiatives and Administration and Professional Support Program (the “Program”) in the November 3, 2019 Amendment to the Plan and further amended the description of the Program in the June, 2020 and September, 2023 Amendments to the Plan. It is now necessary to further revise the Program. The description of the Program shall now read as follows:

Name of Project: Urban Renewal Economic Development Initiatives and Administration and Professional Support Program (the "Program")

Date of Council Approval of Project: November 3, 2019 (original), June 15, 2020 (updated), September 18, 2023 (updated) and August 19, 2024 (updated)

Description of Program: The City will provide administrative and professional support to its urban renewal projects and initiatives. This support will include planning, staffing, grant writing and administration, document support, record management, accounting, legal and engineering services and such other services as are necessary to carry out and effectuate the urban renewal initiatives and objectives of the City.

The City Council acknowledges the importance of promoting economic development in the Urban Renewal Area. The City has undertaken certain initiatives in the Urban Renewal Area to promote economic development therein including (1) carrying out promotional events, marketing and branding initiatives intended to encourage commercial and industrial growth in the Urban Renewal Area; (2) providing economic development support payments to East Polk Innovation Collaborative, the Bondurant Chamber of Commerce and Bondurant Development, Inc. in connection with activities undertaken in the Urban Renewal Area to promote to commercial and industrial development; and (3) paying the costs of site certification for certain property situated in the Urban Renewal Area.

Description of Use of TIF for the Program: It is anticipated that the City will pay for the Program with internal advances (the “Advances”) of City funds on-hand. In any case, a portion of the City’s obligations incurred will be repaid with incremental property tax revenues. The amount of the Advances will be determined from year to year. It is further anticipated that the City’s use of incremental property tax revenues for the Program for the City’s fiscal years 2023 through 2029 will not exceed \$3,500,000.

4) Update Description of the City Park Project. The City approved the City Park Project in the September 18, 2023 Amendment to the Plan. It is now necessary to further revise the description of the City Park Project. The description of the City Park Project shall now read as follows:

Name of Project: City Park Project

Date of Council Approval of Project: September 18, 2023 and August 19, 2024 (updated)

Description of Project and Project Site: The City Park Project will consist of the reconstruction of City Park, implementing the City Park Master Plan, which includes grading, construction of a splash pad, ice ribbon, development of play amenities, construction of restroom facilities, a shelter house, a performance pavilion, and certain infrastructure improvements, all of which will enhance the commercial activities in the downtown area in the Urban Renewal Area. The City Park project will also consist of the construction of parking adjacent to the park and a parking lot on the south side of the park. The completed City Park Project will have a direct, positive impact on increased and improved commercial development in the Urban Renewal Area through the provision of enhanced public recreational infrastructure in the City and the improved space in which commerce occurs during regular intervals.

Description of Properties to be Acquired in Connection with the Project: The City currently owns real estate, easement territory, and rights-of-way as are necessary to successfully undertake the Infrastructure Project.

Description of Use of TIF for the Project: It is anticipated that the City will conduct the project in phases and pay for the City Park Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the City Park Project will not exceed \$4,500,000, plus any interest expense incurred on the Obligations.

5) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Exemplar Care

Date of Council Approval of Project: August 19, 2024

Description of Project and Project Site: Hy-Vee Health Exemplar Care, PLC ("Exemplar") has undertaken the operation of a health clinic on certain real property situated at 88 Paine Circle SE, Suite in the Urban Renewal Area. The City Council recognizes the economic benefits that a health clinic will bring to the Bondurant community and believes the investment by Exemplar aligns with the City's strategic goals and economic development objectives.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with Exemplar and to provide an economic development grant (the "Grant") to Exemplar thereunder. The Grant will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City's obligations (the "Obligations") entered into to fund the Grant may be repaid with incremental property tax revenues to be derived from the Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the funding of the Grant will not exceed \$130,000 plus any interest expense incurred by the City on the Obligations.

B.

Name of Project: Grain District Downtown Redevelopment Project

Date of Council Approval of Project: August 19, 2024

Description of Project and Project Site: The City will provide subdivision platting services and design and engineering services for the proposed public improvements. The City will also construct the Chichaqua Valley Trail extension, including installation of arboretum and other creative placemaking features; construct an approximately 150'-long extended Lincoln Street NE and new public parking lot; construct Grain Street south of the

Recreation Area, including City utilities, in conjunction with a Recreation Area Development or at a date determined by the City; construct Filmore Avenue from 2nd Street NE to Grain Street, including city utilities, by December 31, 2028, or at a date determined by the City; provide the required minimum public match for tax credit application to address slum and blight conditions; construct sidewalks and connecting trails throughout the area as determined necessary/desirable; construct the District Corridor Trail connection; improve Main Street NE from Railroad Street NE to 2nd Street NE, including City-utilities and establishing on-street parking, at a date determined by the City; construct the Lincoln Street NE extension, including city utilities, within the Mixed-Use Area upon approving a site plan or a series of site plans for private development along the street extension area; demolish or reimburse Developer for demolishing the buildings within the proposed Lincoln Street NE right-of-way area; construct 2nd Street NE on-street parking, if a Traffic Impact Study determines this is a feasible approach to increasing parking options, at a date determined by the City; construct Grain Street, including City utilities, south of the Recreation Area in conjunction with approval of a Recreation Area site plan, or at a date determined by the City; construct Filmore Avenue from 2nd Street NE to Grain Street, including city utilities, in conjunction with approval of a Recreation Area site plan, or at a date determined by the City; and accept and maintain the public stormwater facility as a public fishing amenity.

The City Council recognizes the economic benefits of redevelopment of this area and the elimination of blight and believes this investment aligns with the City's strategic goals and economic development objectives

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Grain District Downtown Redevelopment Project with borrowed funds, proceeds of internal advances of City funds on-hand and/or through economic development agreements with negotiated tax increment financing incentives. In all cases, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Grain District Downtown Redevelopment Project will not exceed \$10,000,000 in the City's 2024-2029 fiscal years, plus any interest expense incurred by the City on the Obligations.

C.

Name of Project: Grain District Arboretum Plaza Project

Date of Council Approval of Project: August 19, 2024

Description of Project and Project Site: The City will purchase ground at 401 Second Street NE and provide public improvements to extend the Chichaqua Valley Trail extension, installing creative placemaking features including an arboretum area along the trail and a plaza for community gathering and business incubation.

The City Council recognizes the economic benefits of redevelopment of this area and the elimination of blight and believes this investment aligns with the City's strategic goals and economic development objectives

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Grain District Arboretum Plaza Project with borrowed funds and/or the proceeds of internal advances of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Grain District Arboretum Plaza Project will not exceed \$1,500,000 in the City's 2024-2029 fiscal years, plus any interest expense incurred by the City on the Obligations.

D.

Name of Project: Bondurant Recreation and Civic Facility Project

Date of Council Approval of Project: August 19, 2024

Description of Project and Project Site: The City will renovate and repurpose the existing Bondurant Emergency Services Facility, including potentially adding parking on the site, located at 101 Grant Street N, into the Bondurant Recreation and Civic Facility once the Bondurant Emergency Services Department relocates to its new facility in the Civic Campus area. The City plans to renovate and furnish the facility to serve the community, supporting recreational programming, public gatherings, and civic uses.

The City Council recognizes the economic benefits of redevelopment of this facility located in the City's downtown business district and supporting a number of public events and gatherings. The facility will also help eliminate the blight of adjacent properties. The City believes this investment aligns with the City's strategic goals and economic development objectives.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Bondurant Recreation and Civic Facility Project with borrowed funds and/or the proceeds of internal advances of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Grain District Arboretum Plaza Project will not exceed \$4,000,000 in the City's 2024-2029 fiscal years, plus any interest expense incurred by the City on the Obligations.

Analysis of Use of TIF: In accordance with the requirement of Section 403.5(2)(b)(1) of the Code of Iowa, the City has analyzed its proposed use of incremental property tax revenues for the funding of the Bondurant Recreation and Civic Facility Project and alternative development and funding options for the Bondurant Recreation and Civic Facility Project. The results of that analysis are summarized as follows:

A) Alternate Development Options: The City Council has determined that provision of superior municipal and recreational facilities are essential to the economic development of the City. The Bondurant Recreation and Civic Facility Project is necessary will also allow for continued municipal and recreational facilities which have been deemed vital for economic development in the Urban Renewal Area

B) Alternate Financing Options:

* Local Option Sales and Services Tax Revenues: Local Option Sales and Services Tax Revenues are unavailable to assist with the Bondurant Recreation and Civic Facility Project because such Revenues have been allocated to other projects in the City.

* General Fund: The City's General Fund reserves are fully committed to maintain the operational integrity of the City. The City cannot access its General Fund to pay for additional costs of the Bondurant Recreation and Civic Facility Project funding without risking unsound fiscal practice.

* Capital Improvements Levy: The City does not have a Capital Improvements Levy available for the purpose of funding the Bondurant Recreation and Civic Facility Project, and the imposition of such additional levy would require a successful referendum, which is not feasible at this time.

* Debt Service Levy: The City will use its urban renewal authority to aid in the authorization of general obligations bonds (the "Bonds") to finance the Bondurant Recreation and Civic Facility Project. The use of tax increment financing to pay a portion of the debt service payments on the Bonds will lessen the burden on individual tax payers that would result from a spike in the debt service levy rate and will shift that burden onto valuation increases resulting from the City's successful economic development initiatives in the Urban Renewal Area.

* Utility Surpluses: The City does not have identified surpluses in its sewer and/or water utility funds that could aid in the funding of the Bondurant Recreation and Civic Facility Project.

6) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$54,507,107</u>
Outstanding general obligation debt of the City:	<u>\$19,251,300</u>
Proposed debt to be incurred under the August, 2024 Amendment*:	<u>\$18,130,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council. **Additionally, this reflects projects set to occur over a period of multiple fiscal years. The amount contained herein is also an estimate for debt and is a not-to-exceed amount.**

EXHIBIT A
Legal Description
Area to be Removed from Urban Renewal Area

Certain real property situated in the City of Bondurant, Polk County, State of Iowa more particularly described as follows:

Beginning at the point of intersection of the East right-of-way line of Main Street NE and the northerly right-of-way line of the abandoned railroad right-of-way in Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence northeasterly along the northerly line of the abandoned railroad right-of-way to the point of intersection of the abandoned railroad right-of-way and the projected East right-of-way line of Lincoln Street SE; thence South along the projected East right-of-way line of Lincoln Street SE to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly right-of-way line of the abandoned railroad right-of-way to the point of intersection with the East right-of-way line of Main Street; thence North along the East right-of-way of Main Street to the Point of Beginning.

EXHIBIT B
Legal Description
Expanded Bondurant Urban Renewal Area
(August, 2024 Addition)

Certain real property situated in the City of Bondurant, Polk County, State of Iowa more particularly described as follows:

GRAIN DISTRICT FORMER RAILROAD RIGHT-OF-WAY PARCEL

Beginning at the point of intersection of the East right-of-way line of Main Street NE and the northerly line of the abandoned railroad right-of-way located in Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence northeasterly along the northerly line of the abandoned railroad right-of-way to the point of intersection with the South line of Parcel L of the northwest quarter of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian, recorded in Book 14493, Page 751 in the Office of the Polk County Recorder; thence East along the South line of said Parcel L to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly line of the abandoned railroad right-of-way to the point of intersection with the East right-of-way of Main Street NE; thence North along the East right-of-way line of Main Street NE to the Point of Beginning.

Starting at the North quarter corner of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence South along the West line of the northwest quarter of the northeast quarter of said Section 31 to the point of intersection with the South right-of-way line of 2nd Street NE said point being the Point of Beginning; thence East along the South right-of-way line of 2nd Street NE to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly right-of-way line of the abandoned railroad right-of-way to the point of intersection with the West line of the northwest quarter of the northeast quarter of said Section 31; thence North along the West line of the northwest quarter of the northeast quarter of said Section 31 to the Point of Beginning.

Blighted Conditions: There are documented structural deficiencies on some of the structures on the properties. Additionally, some of the buildings are abandoned. There is visible and physical decline of the property and the structures on the property. Facilities on the property have been identified as Below Normal condition by the Polk County Assessor. Current uses of the properties are inconsistent with the future land use plan and incompatible with the surrounding neighborhoods. The City routinely receives nuisance complaints from residents regarding the properties.



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

Item No. 8.a.
For Meeting of 8/19/2024
Resolution

TITLE: - Resolution to declare necessity and establish an Urban Renewal Area, pursuant to Section 403.3 of the Code of Iowa and approve Urban Renewal Plan Amendment for the Bondurant Urban Renewal Area (Grain District Parking BES Facility Exemplar Care)

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: During their July 15, 2024 meeting, the Bondurant City Council set a public hearing for this evening to consider the Urban Plan Amendment. Proper notice of this required public hearing was dully published.

Attached is the draft Urban Renewal Amendment. This amendment proposes the following:

- Deletion of property from the 1991 Urban Renewal Area in the dotted pink area below. The reason this area is proposed for deletion is because it was originally included as a partial parcel in the 1991 area. In order for new area to be included, Polk County now requires that a full parcel and not a partial parcel be included. This 1991 partial parcel must be deleted so the entire parcel (green boundary) can be included in this 2024 amendment.



- Addition of property - Grain District former railroad right-of-way parcels. See areas in green in map above.
- An update for the description of the Urban Renewal Economic Development Initiatives and Administration and Professional Support Program
- Update of the City Park Project
- Identification of new urban renewal projects to be undertaken in the Urban Renewal Area. New projects: Exemplar Care agreement, Grain District Downtown Redevelopment, Grain District Arboretum Plaza, and the Bondurant Recreation and Civic Facility.

A consultation meeting with other taxing entities was held on July 31, 2024. Two staff from the Polk County Planning & Development Department attended the consultation and had a few general questions on the City's Grain District Downtown Redevelopment Plan to learn further about proposed projects contained in this plan.

The Planning & Zoning Commission reviewed this Urban Renewal Amendment during their meeting on August 8, 2024 and voted on recommended amendment approval. The Commission's resolution notes the amendment is consistent with the Building Bondurant Comprehensive Plan.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240819-190

CITY OF BONDURANT
RESOLUTION NO. 240819-190

Resolution to Declare Necessity and Establish an Urban Renewal Area,
Pursuant to Section 403.4 of the Code of Iowa and Approve Urban Renewal
Plan Amendment for the Bondurant Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the development of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, the City Council of the City of Bondurant, Iowa (the “City”) has previously created the Bondurant Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made to delete certain property, as described on Exhibit A hereto (the “Deleted Property”), from the Urban Renewal Area; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the description set out in Exhibit A hereto; and

WHEREAS, the proposal demonstrates that sufficient need exists to warrant finding the Property to be an economic development and blighted area; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) deletes the Deleted Property from the Urban Renewal Area; (2) covers the addition of the Property to the Urban Renewal Area; (3) updates the description of the City’s Urban Renewal Economic Development Initiatives and Administration and Professional Support Program which was previously approved in the November, 2019 Amendment to the Plan and updated in the June, 2020 and September, 2023 Amendments to the Plan; (4) updates the description of the City Park Project which was previously approved in the September, 2023 Amendment to the Plan; and (5) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) providing an economic development grant to Exemplar Care in connection with the operation of a health clinic; (b) using tax increment financing to pay the costs of the City’s Grain District Downtown Redevelopment Project; (c) using tax increment financing to pay the costs of the City’s Grain District Arboretum Plaza Project; and (d) using tax increment financing to pay the costs of the City’s Bondurant Recreation and Civic Facility Project; and

WHEREAS, notice of a public hearing by the City Council on the question of establishing the Property as an urban renewal area and on the proposed Amendment

was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on August 19, 2024; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County and the Bondurant-Farrar Community School District; the consultation meeting was held on July 19, 2024; and responses to any comments or recommendations received following the consultation meeting were made as required by law; and

NOW, THEREFORE, It Is Resolved by the City Council of the City of Bondurant, Iowa, as follows:

Section 1. An economic development and blighted area as defined in Chapter 403 of the Code of Iowa, is found to exist on the Property.

Section 2. The Property is hereby declared to be an urban renewal area, in conformance with the requirements of Chapter 403 of the Code of Iowa, and is hereby designated the August 2024 Addition to the Bondurant Urban Renewal Area.

Section 3. The development of the Property is necessary in the interest of the public health, safety or welfare of the residents of the City.

Section 4. It is hereby determined by this City Council as follows:

A. The proposed Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

B. The proposed economic development projects described in the Amendment are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives; and

C. Proposed blight alleviation and prevention projects described in the Amendment are necessary to restore the property situated in the Urban Renewal Area to its highest and best use and to prevent the spread of blighted conditions in the Urban Renewal Area.

D. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 5. The Amendment attached hereto and made a part hereof, is hereby in all respects approved.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved August 19, 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				

STATE OF IOWA
POLK COUNTY SS:
CITY OF BONDURANT

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Bondurant, Iowa and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with designating an urban renewal area and approving the urban renewal plan amendment for the Bondurant Urban Renewal Area in the City.

WITNESS MY HAND this ____ day of _____, 2024.

Shelby Hagan, City Clerk

EXHIBIT A
Legal Description
Bondurant Urban Renewal Area
August, 2024

Beginning at the point of intersection of the East right-of-way line of Main Street NE and the northerly line of the abandoned railroad right-of-way located in Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence northeasterly along the northerly line of the abandoned railroad right-of-way to the point of intersection with the South line of Parcel L of the northwest quarter of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian, recorded in Book 14493, Page 751 in the Office of the Polk County Recorder; thence East along the South line of said Parcel L to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly line of the abandoned railroad right-of-way to the point of intersection with the East right-of-way of Main Street NE; thence North along the East right-of-way line of Main Street NE to the Point of Beginning.

AND

Starting at the North quarter corner of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence South along the West line of the northwest quarter of the northeast quarter of said Section 31 to the point of intersection with the South right-of-way line of 2nd Street NE said point being the Point of Beginning; thence East along the South right-of-way line of 2nd Street NE to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly right-of-way line of the abandoned railroad right-of-way to the point of intersection with the West line of the northwest quarter of the northeast quarter of said Section 31; thence North along the West line of the northwest quarter of the northeast quarter of said Section 31 to the Point of Beginning.

EXHIBIT B
Legal Description
Bondurant Urban Renewal Area
August, 2024

Beginning at the point of intersection of the East right-of-way line of Main Street NE and the northerly line of the abandoned railroad right-of-way located in Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence northeasterly along the northerly line of the abandoned railroad right-of-way to the point of intersection with the South line of Parcel L of the northwest quarter of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian, recorded in Book 14493, Page 751 in the Office of the Polk County Recorder; thence East along the South line of said Parcel L to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly line of the abandoned railroad right-of-way to the point of intersection with the East right-of-way of Main Street NE; thence North along the East right-of-way line of Main Street NE to the Point of Beginning.

AND

Starting at the North quarter corner of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence South along the West line of the northwest quarter of the northeast quarter of said Section 31 to the point of intersection with the South right-of-way line of 2nd Street NE said point being the Point of Beginning; thence East along the South right-of-way line of 2nd Street NE to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly right-of-way line of the abandoned railroad right-of-way to the point of intersection with the West line of the northwest quarter of the northeast quarter of said Section 31; thence North along the West line of the northwest quarter of the northeast quarter of said Section 31 to the Point of Beginning.

CITY OF BONDURANT, IOWA
URBAN RENEWAL PLAN AMENDMENT
BONDURANT URBAN RENEWAL AREA

August, 2024

The Urban Renewal Plan (the “Plan”) for the Bondurant Urban Renewal Area (the “Urban Renewal Area”) for the City of Bondurant, Iowa (the “City”) is being amended for the purposes of (1) deleting property from Urban Renewal Area; (2) adding property to the Urban Renewal Area – Grain District former railroad right-of-way parcels; (3) updating the description of the Urban Renewal Economic Development Initiatives and Administration and Professional Support Program; (4) updating the description of the City Park Project; and (5) identifying new urban renewal projects to be undertaken in the Urban Renewal Area.

1) Deletion of Property (1988 1991 Urban Renewal Area). The real property legally described on Exhibit A hereto is, by virtue of this Amendment, being removed from the Urban Renewal Area.

2) Addition of Property- Grain District former railroad right-of-way parcels.

The real property (the "Grain District Railroad Property") legally described on Exhibit B hereto is, by virtue of this Amendment, being added with the August, 2024 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Grain District Railroad Property as an economic development and a blighted area. The Grain District Railroad Property will become subject to the provisions of the Plan for the Urban Renewal Area. This area is related to the arboretum trail of the Grain District Downtown Redevelopment Plan (as herein defined) and the Grain District Arboretum Plaza (as herein defined).

Blight Finding: An investigation has been conducted, the results of which indicate that conditions of blight, as described in Section 403.17(5) of the Code of Iowa, exist on the Grain District Railroad Property as a result of the deterioration of private properties, faulty land use and lot layout conditions, dilapidation and developing failure of public infrastructure and utility connections (the “Blighted Conditions”). The Blighted Conditions are further described on Exhibit B hereto.

3) Update Description of the Urban Renewal Economic Development Initiatives and Administration and Professional Support Program. The City approved the Urban Renewal Economic Development Initiatives and Administration and Professional Support Program (the “Program”) in the November 3, 2019 Amendment to the Plan and further amended the description of the Program in the June, 2020 and September, 2023 Amendments to the Plan. It is now necessary to further revise the Program. The description of the Program shall now read as follows:

Name of Project: Urban Renewal Economic Development Initiatives and Administration and Professional Support Program (the "Program")

Date of Council Approval of Project: November 3, 2019 (original), June 15, 2020 (updated), September 18, 2023 (updated) and August 19, 2024 (updated)

Description of Program: The City will provide administrative and professional support to its urban renewal projects and initiatives. This support will include planning, staffing, grant writing and administration, document support, record management, accounting, legal and engineering services and such other services as are necessary to carry out and effectuate the urban renewal initiatives and objectives of the City.

The City Council acknowledges the importance of promoting economic development in the Urban Renewal Area. The City has undertaken certain initiatives in the Urban Renewal Area to promote economic development therein including (1) carrying out promotional events, marketing and branding initiatives intended to encourage commercial and industrial growth in the Urban Renewal Area; (2) providing economic development support payments to East Polk Innovation Collaborative, the Bondurant Chamber of Commerce and Bondurant Development, Inc. in connection with activities undertaken in the Urban Renewal Area to promote to commercial and industrial development; and (3) paying the costs of site certification for certain property situated in the Urban Renewal Area.

Description of Use of TIF for the Program: It is anticipated that the City will pay for the Program with internal advances (the "Advances") of City funds on-hand. In any case, a portion of the City's obligations incurred will be repaid with incremental property tax revenues. The amount of the Advances will be determined from year to year. It is further anticipated that the City's use of incremental property tax revenues for the Program for the City's fiscal years 2023 through 2029 will not exceed \$3,500,000.

4) Update Description of the City Park Project. The City approved the City Park Project in the September 18, 2023 Amendment to the Plan. It is now necessary to further revise the description of the City Park Project. The description of the City Park Project shall now read as follows:

Name of Project: City Park Project

Date of Council Approval of Project: September 18, 2023 and August 19, 2024 (updated)

Description of Project and Project Site: The City Park Project will consist of the reconstruction of City Park, implementing the City Park Master Plan, which includes grading, construction of a splash pad, ice ribbon, development of play amenities, construction of restroom facilities, a shelter house, a performance

pavilion, and certain infrastructure improvements, all of which will enhance the commercial activities in the downtown area in the Urban Renewal Area. The City Park project will also consist of the construction of parking adjacent to the park and a parking lot on the south side of the park. The completed City Park Project will have a direct, positive impact on increased and improved commercial development in the Urban Renewal Area through the provision of enhanced public recreational infrastructure in the City and the improved space in which commerce occurs during regular intervals.

Description of Properties to be Acquired in Connection with the Project: The City currently owns real estate, easement territory, and rights-of-way as are necessary to successfully undertake the Infrastructure Project.

Description of Use of TIF for the Project: It is anticipated that the City will conduct the project in phases and pay for the City Park Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the City Park Project will not exceed \$4,500,000, plus any interest expense incurred on the Obligations.

5) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Exemplar Care

Date of Council Approval of Project: August 19, 2024

Description of Project and Project Site: Hy-Vee Health Exemplar Care, PLC ("Exemplar") has undertaken the operation of a health clinic on certain real property situated at 88 Paine Circle SE, Suite in the Urban Renewal Area. The City Council recognizes the economic benefits that a health clinic will bring to the Bondurant community and believes the investment by Exemplar aligns with the City's strategic goals and economic development objectives.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with Exemplar and to provide an economic development grant (the "Grant") to Exemplar thereunder. The Grant will be funded with either borrowed funds and/or an internal advance of funds on-hand. In any case, the City's obligations (the "Obligations") entered into to fund the Grant may be repaid with incremental property tax revenues to be derived from the Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the funding of the Grant will not exceed \$130,000 plus any interest expense incurred by the City on the Obligations.

B.

Name of Project: Grain District Downtown Redevelopment Project

Date of Council Approval of Project: August 19, 2024

Description of Project and Project Site: The City will provide subdivision platting services and design and engineering services for the proposed public improvements. The City will also construct the Chichaqua Valley Trail extension, including installation of arboretum and other creative placemaking features; construct an approximately 150'-long extended Lincoln Street NE and new public parking lot; construct Grain Street south of the Recreation Area, including City utilities, in conjunction with a Recreation Area Development or at a date determined by the City; construct Filmore Avenue from 2nd Street NE to Grain Street, including city utilities, by December 31, 2028, or at a date determined by the City; provide the required minimum public match for tax credit application to address slum and blight conditions; construct sidewalks and connecting trails throughout the area as determined necessary/desirable; construct the District Corridor Trail connection; improve Main Street NE from Railroad Street NE to 2nd Street NE, including City-utilities and establishing on-street parking, at a date determined by the City; construct the Lincoln Street NE extension, including city utilities, within the Mixed-Use Area upon approving a site plan or a series of site plans for private development along the street extension area; demolish or reimburse Developer for demolishing the buildings within the proposed Lincoln Street NE right-of-way area; construct 2nd Street NE on-street parking, if a Traffic Impact Study determines this is a feasible approach to increasing parking options, at a date determined by the City; construct Grain Street, including City utilities, south of the Recreation Area in conjunction with approval of a Recreation Area site plan, or at a date determined by the City; construct Filmore Avenue from 2nd Street NE to Grain Street, including city utilities, in conjunction with approval of a Recreation Area site plan, or at a date determined by the City; and accept and maintain the public stormwater facility as a public fishing amenity.

The City Council recognizes the economic benefits of redevelopment of this area and the elimination of blight and believes this investment aligns with the City's strategic goals and economic development objectives

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Grain District Downtown Redevelopment Project with borrowed funds, proceeds of internal advances of City funds on-hand and/or through economic development agreements with negotiated tax increment financing incentives. In all cases, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Grain District Downtown Redevelopment Project will not exceed \$10,000,000

in the City's 2024-2029 fiscal years, plus any interest expense incurred by the City on the Obligations.

C.

Name of Project: Grain District Arboretum Plaza Project

Date of Council Approval of Project: August 19, 2024

Description of Project and Project Site: The City will purchase ground at 401 Second Street NE and provide public improvements to extend the Chichaqua Valley Trail extension, installing creative placemaking features including an arboretum area along the trail and a plaza for community gathering and business incubation.

The City Council recognizes the economic benefits of redevelopment of this area and the elimination of blight and believes this investment aligns with the City's strategic goals and economic development objectives

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Grain District Arboretum Plaza Project with borrowed funds and/or the proceeds of internal advances of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Grain District Arboretum Plaza Project will not exceed \$1,500,000 in the City's 2024-2029 fiscal years, plus any interest expense incurred by the City on the Obligations.

D.

Name of Project: Bondurant Recreation and Civic Facility Project

Date of Council Approval of Project: August 19, 2024

Description of Project and Project Site: The City will renovate and repurpose the existing Bondurant Emergency Services Facility, including potentially adding parking on the site, located at 101 Grant Street N, into the Bondurant Recreation and Civic Facility once the Bondurant Emergency Services Department relocates to its new facility in the Civic Campus area. The City plans to renovate and furnish the facility to serve the community, supporting recreational programming, public gatherings, and civic uses.

The City Council recognizes the economic benefits of redevelopment of this facility located in the City's downtown business district and supporting a number of public events and gatherings. The facility will also help eliminate the blight of adjacent

properties. The City believes this investment aligns with the City's strategic goals and economic development objectives.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Bondurant Recreation and Civic Facility Project with borrowed funds and/or the proceeds of internal advances of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. The amount of incremental property tax revenues to be expended by the City in connection with the Grain District Arboretum Plaza Project will not exceed \$4,000,000 in the City's 2024-2029 fiscal years, plus any interest expense incurred by the City on the Obligations.

Analysis of Use of TIF: In accordance with the requirement of Section 403.5(2)(b)(1) of the Code of Iowa, the City has analyzed its proposed use of incremental property tax revenues for the funding of the Bondurant Recreation and Civic Facility Project and alternative development and funding options for the Bondurant Recreation and Civic Facility Project. The results of that analysis are summarized as follows:

A) Alternate Development Options: The City Council has determined that provision of superior municipal and recreational facilities are essential to the economic development of the City. The Bondurant Recreation and Civic Facility Project is necessary will also allow for continued municipal and recreational facilities which have been deemed vital for economic development in the Urban Renewal Area

B) Alternate Financing Options:

* Local Option Sales and Services Tax Revenues: Local Option Sales and Services Tax Revenues are unavailable to assist with the Bondurant Recreation and Civic Facility Project because such Revenues have been allocated to other projects in the City.

* General Fund: The City's General Fund reserves are fully committed to maintain the operational integrity of the City. The City cannot access its General Fund to pay for additional costs of the Bondurant Recreation and Civic Facility Project funding without risking unsound fiscal practice.

* Capital Improvements Levy: The City does not have a Capital Improvements Levy available for the purpose of funding the Bondurant Recreation and Civic Facility Project, and the imposition of such additional levy would require a successful referendum, which is not feasible at this time.

* Debt Service Levy: The City will use its urban renewal authority to aid in the authorization of general obligations bonds (the "Bonds") to finance the Bondurant Recreation and Civic Facility Project. The use of tax increment financing to pay a portion of the debt service payments on the Bonds will lessen

the burden on individual tax payers that would result from a spike in the debt service levy rate and will shift that burden onto valuation increases resulting from the City's successful economic development initiatives in the Urban Renewal Area.

* Utility Surpluses: The City does not have identified surpluses in its sewer and/or water utility funds that could aid in the funding of the Bondurant Recreation and Civic Facility Project.

6) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$54,507,107</u>
Outstanding general obligation debt of the City:	<u>\$19,251,300</u>
Proposed debt to be incurred under the August, 2024	
Amendment*:	<u>\$18,130,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council. **Additionally, this reflects projects set to occur over a period of multiple fiscal years. The amount contained herein is also an estimate for debt and is a not-to-exceed amount.**

EXHIBIT A
Legal Description
Area to be Removed from Urban Renewal Area

Certain real property situated in the City of Bondurant, Polk County, State of Iowa more particularly described as follows:

Beginning at the point of intersection of the East right-of-way line of Main Street NE and the northerly right-of-way line of the abandoned railroad right-of-way in Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence northeasterly along the northerly line of the abandoned railroad right-of-way to the point of intersection of the abandoned railroad right-of-way and the projected East right-of-way line of Lincoln Street SE; thence South along the projected East right-of-way line of Lincoln Street SE to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly right-of-way line of the abandoned railroad right-of-way to the point of intersection with the East right-of-way line of Main Street; thence North along the East right-of-way of Main Street to the Point of Beginning.

EXHIBIT B
Legal Description
Expanded Bondurant Urban Renewal Area
(August, 2024 Addition)

Certain real property situated in the City of Bondurant, Polk County, State of Iowa more particularly described as follows:

GRAIN DISTRICT FORMER RAILROAD RIGHT-OF-WAY PARCEL

Beginning at the point of intersection of the East right-of-way line of Main Street NE and the northerly line of the abandoned railroad right-of-way located in Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence northeasterly along the northerly line of the abandoned railroad right-of-way to the point of intersection with the South line of Parcel L of the northwest quarter of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian, recorded in Book 14493, Page 751 in the Office of the Polk County Recorder; thence East along the South line of said Parcel L to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly line of the abandoned railroad right-of-way to the point of intersection with the East right-of-way of Main Street NE; thence North along the East right-of-way line of Main Street NE to the Point of Beginning.

Starting at the North quarter corner of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence South along the West line of the northwest quarter of the northeast quarter of said Section 31 to the point of intersection with the South right-of-way line of 2nd Street NE said point being the Point of Beginning; thence East along the South right-of-way line of 2nd Street NE to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly right-of-way line of the abandoned railroad right-of-way to the point of intersection with the West line of the northwest quarter of the northeast quarter of said Section 31; thence North along the West line of the northwest quarter of the northeast quarter of said Section 31 to the Point of Beginning.

Blighted Conditions: There are documented structural deficiencies on some of the structures on the properties. Additionally, some of the buildings are abandoned. There is visible and physical decline of the property and the structures on the property. Facilities on the property have been identified as Below Normal condition by the Polk County Assessor. Current uses of the properties are inconsistent with the future land use plan and incompatible with the surrounding neighborhoods. The City routinely receives nuisance complaints from residents regarding the properties.



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

Item No. 8.b.
For Meeting of 8/19/2024
Ordinance

TITLE: - (First Reading) Ordinance providing for the division of taxes levied on taxable property in the August 2024 Addition to the Bondurant Urban Renewal Area, pursuant to Section 403.19 of the Code of Iowa

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: These proceedings cover adopting the tax increment ordinance for the expanded urban renewal area considered as part of the resolution considered in 8.a. The City anticipates using TIF as one of the funding sources to support infrastructure replacement and development in this area.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 240819-211

MINUTES PROVIDING FOR FIRST
CONSIDERATION OF AN ORDINANCE
ESTABLISHING A TAX INCREMENT
FINANCING DISTRICT FOR THE
AUGUST, 2024 ADDITION TO THE
BONDURANT URBAN RENEWAL AREA

(Initial Consideration)

420886-71

Bondurant, Iowa

August 19, 2024

The City Council of the City of Bondurant, Iowa, met on August 19, 2024, at 6:00 p.m., at the Bondurant City Center, in the City.

The Mayor presided and the roll was called showing members present and absent, as follows:

Present: _____

Absent: _____.

Council Member _____ introduced an ordinance entitled “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its initial consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

CITY OF BONDURANT
ORDINANCE NO. 240819-211

An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

WHEREAS, the City Council of the City of Bondurant, Iowa (the “City”) has previously enacted certain ordinances providing for the division of taxes levied on certain taxable property in the Bondurant Urban Renewal Area (the “Urban Renewal Area”), pursuant to Section 403.19 of the Code of Iowa; and

WHEREAS, pursuant to such ordinances, certain taxable property within the Urban Renewal Area have been designated “tax increment districts”; and

WHEREAS, the City Council now desires to establish a new “tax increment district” by designating the real property comprising the August, 2024 Addition to the Urban Renewal Area;

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

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property in the August, 2024 Addition to the Bondurant Urban Renewal Area of the City of Bondurant, Iowa, each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Bondurant to finance projects in such area.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Bondurant, Iowa.

“County” shall mean Polk County, Iowa.

“Urban Renewal Area Addition” shall mean the August, 2024 Addition to the Bondurant Urban Renewal Area of the City, the legal description of which is set out below, approved by the City Council by resolution adopted on August 19, 2024:

Beginning at the point of intersection of the East right-of-way line of Main Street NE and the northerly line of the abandoned railroad right-of-way located in Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence northeasterly along the northerly line of the abandoned railroad right-of-way to the point of intersection with the South line of Parcel L of the northwest quarter of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian, recorded in Book 14493, Page 751 in the Office of the Polk County Recorder; thence East along the South line of said Parcel L to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly line of the abandoned railroad right-of-way to the

point of intersection with the East right-of-way of Main Street NE; thence North along the East right-of-way line of Main Street NE to the Point of Beginning.

AND

Starting at the North quarter corner of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian; thence South along the West line of the northwest quarter of the northeast quarter of said Section 31 to the point of intersection with the South right-of-way line of 2nd Street NE said point being the Point of Beginning; thence East along the South right-of-way line of 2nd Street NE to the point of intersection with the southerly right-of-way line of the abandoned railroad right-of-way; thence southwesterly along the southerly right-of-way line of the abandoned railroad right-of-way to the point of intersection with the West line of the northwest quarter of the northeast quarter of said Section 31; thence North along the West line of the northwest quarter of the northeast quarter of said Section 31 to the Point of Beginning.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Addition. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area Addition each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area Addition is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Addition, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Addition on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Addition to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa and

taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Addition exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Addition shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

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

Section 5. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed and approved by the City Council of the City of Bondurant, Iowa, on the _____ day of _____, 2024.

Mayor

Attest:

City Clerk

First consideration: August 19, 2024

Second consideration: _____, 2024

MINUTES PROVIDING FOR THE
SECOND CONSIDERATION OF AN
ORDINANCE ESTABLISHING A TAX
INCREMENT FINANCING DISTRICT
FOR THE AUGUST, 2024 ADDITION TO
THE BONDURANT URBAN RENEWAL
AREA

(Second Consideration)

420886-71

Bondurant, Iowa

_____, 2024

The City Council of Bondurant, Iowa, met on _____, 2024 at ____:____
p.m., at the _____, in the City.

The Mayor presided and the roll was called showing the members present and absent, as follows:

Present: _____

Absent: _____.

The Council Member announced that, on August 19, 2024, the City Council had given its initial consideration and had adopted an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its second consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its second consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR THE FINAL
CONSIDERATION AND ADOPTION OF
AN ORDINANCE ESTABLISHING A
TAX INCREMENT FINANCING
DISTRICT FOR THE AUGUST, 2024
ADDITION TO THE BONDURANT
URBAN RENEWAL AREA

(Final Consideration and Adoption)

420886-71

Bondurant, Iowa

_____, 2024

The City Council of Bondurant, Iowa, met on _____, 2024 at ____:____
p.m., at the _____, in the City.

The Mayor presided and the roll was called showing the members present and absent, as follows:

Present: _____

Absent: _____.

The City Clerk announced that, on August 19, 2024, and on _____, 2024, the City Council had given its initial and second consideration and had adopted an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

It was moved by Council Member _____ and seconded by Council Member _____ that the aforementioned ordinance be given its final consideration and that it be adopted. The Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and declared that said ordinance had been given its final consideration and has been adopted.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA

SS:

POLK COUNTY

I, the undersigned, County Auditor of Polk County, in the State of Iowa, do hereby certify that on the ____ day of _____, 2024, the City Clerk of the City of Bondurant, Iowa, filed in my office a copy of an ordinance of such City shown to have been adopted by the Council and approved by the Mayor thereof on the ____ day of _____, 2024, entitled: "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa," and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2024.

County Auditor

STATE OF IOWA
POLK COUNTY SS:
CITY OF BONDURANT

I, the undersigned, City Clerk of the City of Bondurant, State of Iowa, do hereby certify that I caused to be published “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa,” of which the printed slip attached to the publisher’s original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in said City.

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk

(Attach hereto publisher’s affidavit of publication with clipping of ordinance as published.)

STATE OF IOWA
COUNTY OF POLK SS:
CITY OF BONDURANT

I, the undersigned, City Clerk of the City of Bondurant, State of Iowa, do hereby certify that the attached is a true, correct and complete copy of all the records of the Council of such City relating to the adoption of an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in the August, 2024 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa."

WITNESS MY HAND this ____ day of _____, 2024.

City Clerk



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

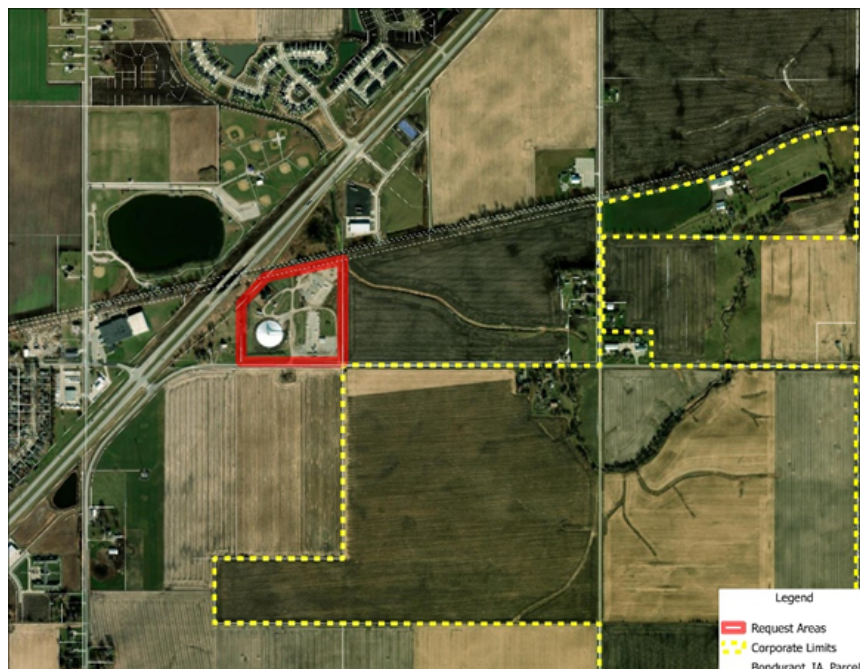
Item No. 8.c.
For Meeting of 8/19/2024
Resolution

TITLE: - Resolution considering approval of the site plan for Parcel 2024-102

CONTACT PERSON:

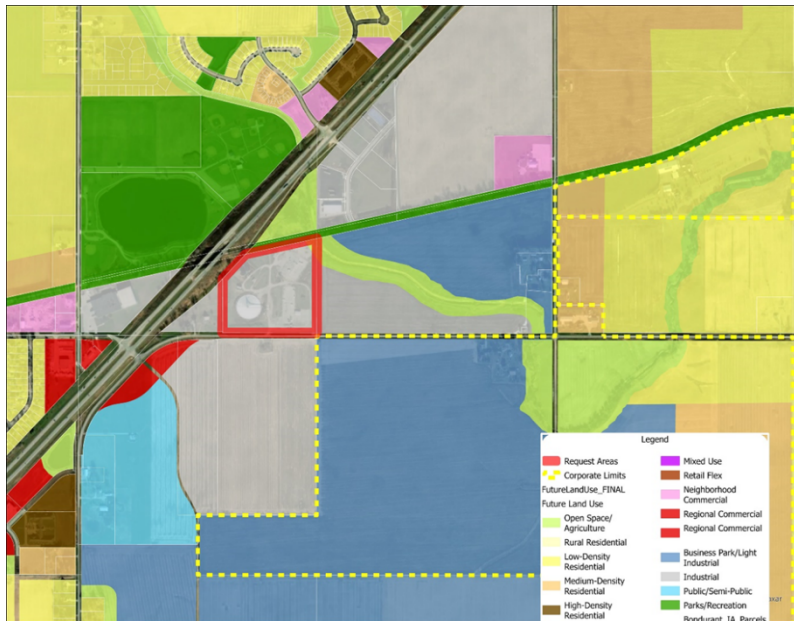
Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: The City is in receipt of a site plan for review by the Planning & Zoning Commission and City Council for the proposed 12.21-acre parcel of land accessed from 2nd Street NE. The site plan applicant is Dynamic Partners, and the owners of the property is Farmers Elevator Co. The site plan was prepared by Civil Engineering Consultants, Inc. The applicant is proposing 8 storage unit buildings and a total of 130 storage units. This property is zoned as being within the City's Medium Industrial (M-2) District. The property also currently has a submitted Plat of Survey splitting the existing 2020 2nd Street NE into two developable properties. The property in question is outlined below in red.



When the Planning & Zoning Commission and City Council review site plans, they review for consistency with the following documents: Comprehensive Plan; Zoning Code; and Comments from City Officials.

Consistency with the City's Comprehensive Plan: A M-2 development at this location is consistent with the 2022 Comprehensive Plan which guides for Industrial at this location.



Consistency with the City's Zoning Code: Below are notes detailing how the Zoning Code is met for this request or what additional information is needed to ensure the Code will be met for this development.

General Use & Bulk Standards

- The site plan labels the required setbacks at this location - a 30' front yard setback along 2nd Street NE, a 40' rear yard setback along the northern property line and 20' side yard setbacks along the eastern and western property lines.
- The site plan currently shows no outdoor storage areas.

Parking/Drive Areas

- Access to the site is proposed from 2nd Street NE.
- The site plan shows 8 storage unit buildings of varying sizes. The largest storage building will be 12,800 square feet and the smallest will be 5,880 square feet.

- The site plan shows the parking/drive/loading area as being at least 10' from right-of-way lines.
- The site plan shows all parking/drive/loading areas as 6" P.C.C. which meets code requirements.
- The site plan does not show any parking spaces on site. Parking will be provided directly in front of individual storage units.

Stormwater, Utilities & Natural Features

- A stormwater management report has been submitted for review by the City Engineer. The City Engineer has submitted comments to Civil Engineering Consultants, Inc.
- This property is located within the Urban Service Area Sanitary Sewer Connection Fee District. An invoice has been sent to the applicant
- This property is not located within a Water Connection Fee District.
- A portion of the northeast corner of the site is situated within FEMA's 100-year floodplain. No development is currently being proposed in this area.
- This site is not situated within the City's Stream Buffer Ordinance area.

ARCHITECTURAL STANDARDS

- Architectural elevations have been submitted to staff.
- The submitted elevations shows CMU Splitface and CMU Burnished will be the primary materials used.

Other Site Plan Features

- A landscaping plan has been submitted to staff and meets the requirements of Section 182.

Comments from City Officials:

The following City departments were notified of the submitted site plan:

1. Public Works - reviewed and no comments have been received at this time.
2. Engineering – reviewed and no comments have been received at this time.

Fire Department - reviewed and no comments have been received at this time.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning and Zoning Commission voted 5-0 to recommend approval of the submitted site plan at their August 8, 2024 meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240819-191

2. Site Plan
3. Architectural Design Elevation

CITY OF BONDURANT
RESOLUTION NO. 240819-191

RESOLUTION REGARDING APPROVAL OF THE SITE PLAN FOR PARCEL 2024-102.

WHEREAS, Civil Engineering Consultants, Inc, on behalf of the applicant Dynamic Partners, has submitted the site plan for Parcel 2024-102 described as follows;

EAST 545 FEET OF PARCEL 'H', SE ¼ SW ¼ SECTION 29-80-22.

WHEREAS the zoning for the property is Medium Industrial (M-2) and storage facility use is a permitted use per Sections 178.14. of the Zoning Code; AND

WHEREAS the Planning and Zoning Commission will make a recommendation of the submitted site plan at their August 8, 2024, meeting.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant, Iowa, the submitted site plan is hereby approved.

Passed this 19th 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

Action	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

S I T E P L A N
BONDURANT STORAGE
EAST 545 FEET, PARCEL "H", SE ¼, SW ¼, SEC 29-80-22
601 2ND STREET BONDURANT, IOWA 50035

OWNER / APPLICANT

TOM GUSTAFSON
DYNAMIC PARTNERS
23071 NATURE CENTER ROAD
P.O. BOX 851
OKOBOJI, IA 51355
PHONE: 712-330-3233
EMAIL: TOM-GUSTAFSON@HOTMAIL.COM

PROJECT MANAGER

BART TURK, P.L.A.
CIVIL ENGINEERING CONSULTANTS, INC.
(SURVEY, CIVIL ENGINEERING, LANDSCAPE ARCHITECTURE)
2400 86TH STREET, UNIT 12,
DES MOINES, IOWA 50322
CONTACT PH: 515-276-4884, EXT. 216
EMAIL: TURK@CECLAC.COM

ARCHITECTURE

JOE LATOZAS
DESIGNHAUS
3300 AUBURN RD.
AUBURN HILLS, MI 48326
248-601-4422
JOE@DESIGNHAUS.COM

LEGAL DESCRIPTION

EAST 545 FEET OF PARCEL "H", SE ¼, SW ¼, SECTION 29-80-22

ZONING

M-2 - MEDIUM INDUSTRIAL DISTRICT

SETBACKS

FRONT YARD - 30'
SIDE YARD - 20'
REAR YARD - 40'
MAX. HEIGHT - 80'

TOTAL LAND AREA

TOTAL SITE
532,052 SQ. FT. = 12.21 ACRES

GENERAL USE

EXISTING - MEDIUM INDUSTRIAL
PROPOSED - STORAGE

DEVELOPMENT SCHEDULE

CLEARING & GRUBBING	SEPTEMBER, 2024
SITE GRADING	OCTOBER, 2024
BUILDING FOUNDATION	NOVEMBER, 2024
SITE UTILITIES	DECEMBER, 2024
SITE PAVING	MAY, 2025
LANDSCAPING	JUNE, 2025
BUILDINGS COMPLETE	JULY, 2025

UTILITIES

WATER & SANITARY SEWER: CITY OF BONDURANT-PATRICK COLLISON, 515-971-6856
pcollison@cityofbondurant.com.
GAS & ELECTRIC: MIDAMERICAN ENERGY-CRAIG RANFIELD, 515-252-6632
MEC@midesignlocates@midamerica.com.
FIBER & COMMUNICATIONS: CENTURYLINK-SADIE HULL, 918-547-0147
sadie.hull@lumen.com.

BUILDINGS

BUILDINGS = MAX PROPOSED HT. =10'.
TOTAL SQUARE FEET OF BUILDINGS (MULTIPLE PHASES): 14,000 G.S.F.

FLOOR AREA RATIO

12,500 GSF / 532,052 SF = 0.136

OPEN SPACE

10% MINIMUM OPEN SPACE REQUIRED.
532,052 * 10% = 53,205 SF REQUIRED OPEN SPACE.

BENCHMARK

GENERAL NOTES

- ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY:
 - CITY OF BONDURANT BUILDING DEPARTMENT
 - DYNAMIC PARTNERS
 - CIVIL ENGINEERING CONSULTANTS, INC.
 - "ONE CALL" UTILITY LOCATE SERVICE.
 - BONDURANT PUBLIC WORKS DEPARTMENT.
- ALL DIMENSIONS ARE TO BACK OF CURB, OUTSIDE OF BUILDING WALL, AND TO PROPERTY LINES.
- LOCATIONS AND DIMENSIONS SHOWN ON PLANS FOR EXISTING FACILITIES ARE IN ACCORDANCE WITH AVAILABLE INFORMATION WITHOUT UNCOVERING AND MEASURING. ENGINEER DOES NOT GUARANTEE ACCURACY OF INFORMATION OR THAT EXISTING UNDERGROUND FACILITIES ARE SHOWN. IT IS RESPONSIBILITY OF CONTRACTOR TO CONTACT ALL PUBLIC AND/OR PRIVATE UTILITIES SERVING AREA TO DETERMINE PRESENT EXTENT AND EXACT LOCATION OF FACILITIES BEFORE BEGINNING WORK.
- CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT UTILITIES OR STRUCTURES AT SITE. IT SHALL BE CONTRACTOR'S RESPONSIBILITY TO NOTIFY OWNERS OF UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. CONTRACTOR SHALL NOTIFY PROPER UTILITY IMMEDIATELY UPON BREAKING OR DAMAGE TO ANY UTILITY LINE OR APPURTENANCE, OR INTERRUPTION OF SERVICE. IF EXISTING UTILITY LINES ARE ENCOUNTERED THAT CONFLICT IN LOCATION WITH NEW CONSTRUCTION, CONTRACTOR SHALL NOTIFY ENGINEER FOR RESOLUTION.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH 2023 URBAN STANDARD SPECIFICATIONS, AND CITY OF BONDURANT CODE & SUPPLEMENTAL SPECIFICATIONS.
- DRIVE APPROACH INSTALLATIONS TO BE INSPECTED BY BONDURANT PUBLIC WORKS, MINIMUM 24 HOUR NOTICE.
- ALL DEBRIS SPILLED ON COUNTY R.O.W. AND ADJOINING PROPERTY SHALL BE REMOVED BY OWNER/CONTRACTOR IN TIMELY FASHION.
- ALL SITEWORK, SODDING AND LANDSCAPING SHALL BE IN ACCORDANCE WITH BONDURANT STANDARD SPECIFICATIONS UNLESS SPECIFIED OTHERWISE.
- SIGN PERMIT IS REQUIRED BEFORE SIGNS ARE INSTALLED.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR ALL MEANS AND METHODS PLUS SEQUENCE OF WORK. CONTRACTOR IS OBLIGATED TO COMPLY WITH ALL LAWS & REGULATIONS, INCLUDING THOSE OF O.S.H.A.
- ALL MANUFACTURING, COMPOUNDING, PROCESSING, PACKAGING, OR OTHER COMFRABLE TREATMENT SHALL TAKE PLACE WITHIN COMPLETELY ENCLOSED BUILDING.

GRADING NOTES

- ALL GRADING SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS CONTAINED IN S.U.D.A.S. STRIP MINIMUM OF 6" OF TOPSOIL FROM ALL AREAS WHICH ARE TO BE FILLED OR CUT INCLUDING WASTE AND/OR BORROW AREAS. ADDITIONAL STRIPPING MAY BE REQUIRED TO ADEQUATELY REMOVE ORGANICS AND SOFT SEDIMENTS.
- ALL AREAS WHICH ARE TO RECEIVE EMBANKMENT SHALL HAVE TOP 12-INCHES DISCD AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- ALL AREAS TO RECEIVE STRUCTURAL FILL SHALL BE BENCHD.
- ANY LOCALIZED AREAS WHICH CANNOT BE SATISFACTORILY COMPACTED OR WHICH SHOW EVIDENCE OF PUMPING ACTION SHALL BE UNDERCUT AND RE-COMPACTED WITH ON-SITE FILL MATERIAL.
- ALL PAVING & FLOOR SUBGRADE SHALL BE COMPACTED TO DENSITY NOT LESS THAN 95.0% OF STANDARD PROCTOR DENSITY WITH MOISTURE LIMITS SET FORTH IN S.U.D.A.S. IN AREAS TO BE LANDSCAPED, 80%-85% COMPACTION REQUIRED.
- MAINTAIN ALL CUT AND FILL AREAS TO ACCOMMODATE SURFACE DRAINAGE.
- GRADING CONTRACTOR SHALL STOCKPILE TOPSOIL FOR SHOULDERING & SEEDBEDS.
- FINISHED GRADE ON ALL NON-PAVED AREAS SHALL BE WITHIN 0.20 FOOT OF PLAN GRADE. PAVED AREAS SHALL BE WITHIN 0.10 FOOT.
- CONTRACTOR SHALL VERIFY LOCATION AND PROTECT ALL EXISTING UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY CONTRACTOR AT CONTRACTOR'S EXPENSE, TO SATISFACTION OF UTILITY OWNER.
- TOPSOIL SHALL BE SPREAD TO MINIMUM THICKNESS OF 8-INCHES ON ALL LANDSCAPED AREAS. BACKFILL TO TOP OF ALL CURBS.
- ALL ELEVATIONS ARE TO GUTTER GRADE UNLESS NOTED OTHERWISE.
- ALL EXISTING TILE LINES ENCOUNTERED SHALL BE RESTORED OR ROUTED TO STORM SEWER WHETHER ACTIVE OR NOT.
- ALL DEBRIS SPILLED ON PUBLIC R.O.W. AND ADJOINING PROPERTY SHALL BE REMOVED BY OWNER/CONTRACTOR IN TIMELY FASHION.

UTILITY NOTES

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2021 EDITION OF THE STATENIDE URBAN DESIGN STANDARDS AND SPECIFICATIONS (S.U.D.A.S.).
- ONE WEEK PRIOR TO CONSTRUCTION CONTRACTOR SHALL NOTIFY:
 - CITY OF BONDURANT UTILITIES SUPERINTENDENT.
 - DYNAMIC PARTNERS
 - CIVIL ENGINEERING CONSULTANTS, INC.
 - "ONE CALL" UTILITY LOCATE SERVICE.
- CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. DAMAGE TO UTILITIES OR STRUCTURES SHALL BE REPAIRED BY CONTRACTOR TO SATISFACTION OF UTILITY OWNER. RECONNECT ANY FIELD TILE THAT ARE INTERCEPTED DURING UTILITY CONSTRUCTION.
- CONTRACTOR SHALL PROTECT AND BACK FILL AROUND UNDERGROUND UTILITIES. BACKFILL SHALL BE IN 6-INCH LIFTS, COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- ALL WATER MAIN SERVICE WORK SHALL BE CONSTRUCTED ACCORDING TO CURRENT S.U.D.A.S. SPECIFICATIONS.
- ALL BUILDING DOWNSPOUTS SHALL BE CONNECTED TO NEW STORM SEWERS.
- ALL WORK DONE AT PUBLIC MANHOLES SHALL BE INSPECTED BY CITY OF BONDURANT PUBLIC WORKS DIRECTOR, JOHN HORTON (PH. 515-485-5110).
- WHERE SEWERS CROSS OVER OR LESS THAN 18-INCHES BELOW A WATER MAIN.
 - FOR STORM SEWERS FLEXIBLE O-RING-GASKET JOINTS RATED AT 15 PSI OR GREATER SHALL BE UTILIZED UNTIL NORMAL DISTANCE FROM SEWER TO WATER MAIN IS AT LEAST 10'.
 - ONE FULL LENGTH OF WATER MAIN SHALL BE LOCATED SO THAT BOTH JOINTS AREA AS FAR AS POSSIBLE FROM SEWER.
 - SEWER MUST BE ADEQUATELY SUPPORTED.
 - LOW PERMEABLE SOIL SHALL BE USED FOR BACKFILL WITHIN 10' OF POINT OF CROSSING.
- ALL STORM SEWER CROSSINGS ABOVE WATER MAIN WILL NEED TO INSTALL O-RING JOINT PIPE FOR 20' CENTERED OVER WATER MAIN.
- FIRE HYDRANT ASSEMBLIES TO BE CLOW MODEL 2500, MUELLER MODEL CENTURIAN, WATEROUS MODEL KB-6T-250. ALL HYDRANTS TO BE EQUIPED WITH STORZ QUICK-CONNECT COUPLINGS.

LEGEND

---	PROPERTY BOUNDARY	EXISTING / PROPOSED
---	SECTION LINES	ST"= STORM SEWER & SIZE
---	LOT LINES	SAN"= SANITARY SEWER & SIZE
---	CENTERLINE	W"= WATER MAIN & SIZE
▲	FOUND SECTION CORNER	MANHOLE
▲	SET SECTION CORNER (8" I.R. NYELLOW CAP #1844 UNLESS OTHERWISE NOTED)	STORM INTAKE
●	FOUND PROPERTY CORNER	VALVE
○	SET PROPERTY CORNER (8" I.R. NYELLOW CAP #1844 UNLESS OTHERWISE NOTED)	F.E.S.
D.	DEEDED DISTANCE	EXISTING CONTOURS
M.	MEASURED DISTANCE	PROPOSED CONTOURS
P.	PREVIOUSLY RECORDED DISTANCE	SILT FENCE
I.R.	IRON ROD	SOIL BORING LOCATION
I.P.	IRON PIPE	TRANSFORMER PAD
P.O.B.	POINT OF BEGINNING	STREET LIGHT POLE
123	ADDRESS	
B.S.L.	BUILDING SETBACK LINE	

SEEDING NOTES

- SEED ALL AREAS OF SITE, INCLUDING R.O.W. WITH S.U.D.A.S. TYPE 1 SEED MIX FOR FINAL STABILIZATION.
- FERTILIZER (16-16-16) SHALL BE APPLIED TO AREA TO BE SEEDD AT RATE OF 650 LBS/ACRE.
- AREA TO BE SEEDD SHALL BE SMOOTH, AND ALL WASHES AND GULLIES FILLED TO MEET DESIRED CROSS SECTION. AREAS ACCESSIBLE TO MACHINERY SHALL BE CULTIVATED TO DEPTH OF 3". AREAS INACCESSIBLE TO MACHINE SHALL BE CULTIVATED TO DEPTH OF 1 1/2 INCHES.
- FERTILIZER SHALL BE INCORPORATED INTO SOIL TO DEPTH OF 3" WITH MECHANICAL ROCK PICKER OR SPRING TOOTH CULTIVATOR.
- ON ALL AREAS ACCESSIBLE TO MACHINERY, DROP-TYPE SEEDER ATTACHED TO LANDSCAPE ROLLER SHALL BE USED TO SOW GRASS SEED. ON AREAS INACCESSIBLE TO MACHINERY, CYCLONE SEEDER WILL BE PERMITTED. NO OTHER HAND SEEDING METHOD IS ACCEPTABLE.
- ALL SEEDD AREAS SHALL BE MULCHED IMMEDIATELY AFTER SEEDING BY APPLYING 2 TONS OF DRY MULCH PER ACRE.
- MULCH MAY CONSIST OF STRAW (OAT, WHEAT, BARLEY OR RYE), HAY, BROMEGRASS, TIMOTHY, ORCHARD GRASS, ALFALFA OR CLOVER SHALL NOT BE USED. ALL MATERIAL MUST BE FREE FROM ALL NOXIOUS WEEDS.
- ALL SEEDD AREAS SHALL BE WATERED MANUALLY, OR BY IRRIGATION SYSTEM, MINIMUM OF TWICE PER DAY FOR FIRST WEEK AFTER INSTALLATION, AND ONCE PER DAY DURING SECOND AND THIRD WEEK AFTER INSTALLATION.

PLANTING NOTES

- ALL SITE WORK, SODDING AND LANDSCAPING SHALL MEET REQUIREMENTS OF STATENIDE URBAN DESIGN AND SPECIFICATIONS (S.U.D.A.S.).
- ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z601)
- CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR PERIOD OF ONE YEAR FROM DATE OF INITIAL ACCEPTANCE.
- CONTRACTOR SHALL REMOVE TREE STAKES ONE YEAR AFTER INSTALLATION.
- NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT AUTHORIZATION OF LANDSCAPE ARCHITECT.
- ALL TREES, SHRUBS, BEDS & GROUND COVERS SHALL BE MULCHED WITH AT LEAST 3" SHREDDED HARDWOOD MULCH, NATURAL COLOR.
- CONTRACTOR SHALL VERIFY LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY CONTRACTOR AT CONTRACTOR'S EXPENSE TO SATISFACTION OF OWNER OF UTILITY.
- ONE WEEK PRIOR TO INSTALLATION, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL STAKE LOCATION OF PLANTS FOR LANDSCAPE ARCHITECT'S APPROVAL BEFORE DIGGING HOLES.
- REQUIRED LANDSCAPING, MUST BE MAINTAINED FOR LIFE OF CERTIFICATE OF OCCUPANCY.
- REMOVE ALL WIRE, TWINE AND BURLAP FROM ROOTBALLS OF TREES.
- TOPSOIL SHALL BE LOAM, SANDY LOAM, CLAY LOAM, SILT LOAM, SANDY CLAY LOAM, LOAMY SAND. OTHER SOILS MAY BE USED IF RECOMMENDED BY AN AGRONOMIST OR SOIL SCIENTIST AND APPROVED BY DPS.
- TOPSOIL SHALL NOT BE MIXTURE OF CONTRASTING TEXTURED SUBSOILS, AND SHALL CONTAIN LESS THAN 5 % BY VOLUME OF CINDERS, STONES, SLAG, COARSE FRAGMENTS, GRAVEL, STICKS, ROOTS, TRASH, OR OTHER MATERIALS LARGER THAN 1 1/2" IN DIAMETER.
- ALL DISTURBED AREAS SHALL BE SEEDD OR SODDED.
- ALL CONTAINER GROWN PLANT MATERIAL: POTS OR GROW BAGS ACCEPTED. ALL CONTAINERS ARE TO BE REMOVED.
- PLANT TREES WITH ROOT FLARE EXPOSED. DO NOT ALLOW MULCH TO REST AGAINST PLANT STEMS.



VICINITY MAP

NO SCALE

NORTH



DRAWING SHEET INDEX

SHEET NUMBER	SHEET TITLE
1	COVER
2	BOUNDARY SURVEY
3	DEMOLITION PLAN
4	DIMENSION PLAN
5	GRADING PLAN
6	UTILITY PLAN
7	A2275 LANDSCAPE PLAN
8	DETAILS

FLOOD ZONE CLASSIFICATION

ZONE X ACCORDING TO FLOOD INSURANCE RATE MAP.
COMMUNITY-PANEL NUMBER 190901 0120 C
MAP REVISED: NOVEMBER 18, 1992.

CERTIFICATIONS

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA. PRELIMINARY PAUL J.D. CLAUSEN, IOWA LIC. NO. 28712 DATE MY LICENSE RENEVAL DATE IS DECEMBER 31, 2023 PAGES OR SHEETS COVERED BY THIS SEAL.
I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA. PRELIMINARY DATE: BY: BART A. TURK, IOWA RES. NO. 2711 MY LICENSE RENEVAL DATE IS: JUNE 30, 2025 PAGES OR SHEETS COVERED BY THIS SEAL.

Call Before You Dig!
1-800-292-8989
Call the toll-free number at least 48 HOURS prior to ALL excavations in Iowa.

Civil Engineering Consultants, Inc.
2400 86th Street • Unit 12 • Des Moines, Iowa 50322
515.276.4884 • mail@cecclac.com



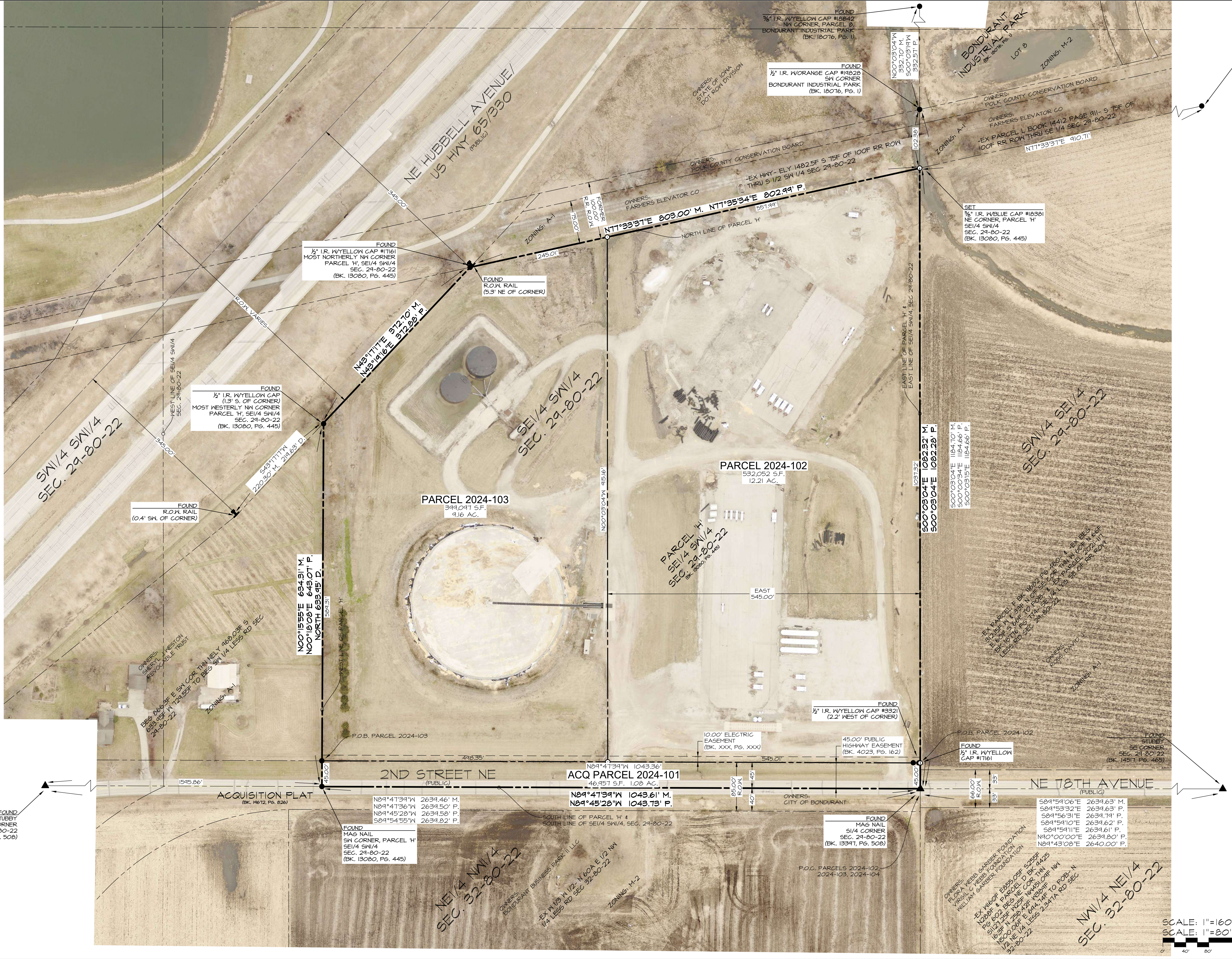
DATE:	July 19, 2024	BAT
DATE OF SURVEY:	#####	BAT
DESIGNED BY:	#####	BAT
DRAWN BY:	#####	BAT

BONDURANT STORAGE
2020 2ND STREET NE, BONDURANT, IOWA

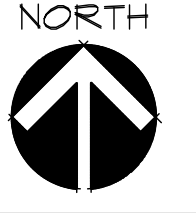
COVER

SHEET

OF 8



SCALE: 1"=160' (11"x17")
SCALE: 1"=80' (22"x34")



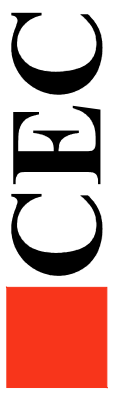
PRELIMINARY

ACQ. PARCEL 2024-101 & PARCELS 2024-102 & 2024-103, SE1/4 SW1/4, SEC. 29-80-22

2020 2ND STREET NE, BONDURANT, IOWA

BOUNDARY SURVEY

DATE:	July 19, 2024
DATE OF SURVEY:	JULY 19, 2024
DESIGNED BY:	BAT
DRAWN BY:	BAT

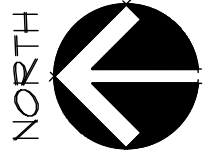


Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 • Urbandale, Iowa 50322
515.276.4884 • mail@cecinc.com



- 1 REMOVE BARBED WIRE FENCE - WIRE AND POSTS.
- 2 REMOVE A.G.G. PAVING INCLUDING ANY BASE COURSE.
- 3 REMOVE AGGREGATE PAVING - STOCKPILE FOR POSSIBLE FUTURE USE THIS SITE.
- 4 REMOVE P.C.C. PAVING INCLUDING ANY BASE COURSE.
- 5 REMOVE CMP/RCP CULVERTS + ANY F.E.S.
- 6 REMOVE BOLLARD INCLUDING ANY FOOTING.
- 7 REMOVE MAILBOX + FOOTING.
- 8 REMOVE POWER POLE AND ASSOCIATED SERVICE. TERMINATE PER UTILITY REQUIREMENTS.
- 9 REMOVE HYDRANT, VALVE & PIPING. TERMINATE PER DMMN REQUIREMENTS.
- 10 REMOVE STRUCTURE AND FOUNDATIONS TO -24" FROM FINISHED GRADE.
- 11 REMOVE METH. TANKS AND EVAC. SYSTEM.
- 12 REMOVE CO-OP STANDS INCLUDING FOOTINGS TO -24" FROM FINISHED GRADE.
- 13 REMOVE ELECTRICAL ITEMS - TERMINATE ELECTRIC SERVICE PER UTILITY REQUIREMENT.
- 14 REMOVE CO-OP PIPES.
- 15 PROTECT UTILITY STRUCTURE TO REMAIN.
- 16 REMOVE POST
- 17 PROTECT EXISTING FENCING.
- 18 PREPARE 2ND STREET NE FOR NEW APPROACH TIE-INS. VERIFY LOCATION WITH DIMENSION PLAN.

SCALE: 1"=80' (11"x17")
SCALE: 1"=40' (22"x34")



PRELIMINARY

BONDURANT STORAGE
2020 2ND STREET NE, BONDURANT, IOWA
DEMOLITION PLAN

SHEET
OF 8

A2275

DATE: JUL 19, 2024

#####

DATE OF SURVEY: JULY 19, 2024

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DESIGNED BY: BAT

DRAWN BY: BAT

Civil Engineering Consultants, Inc.

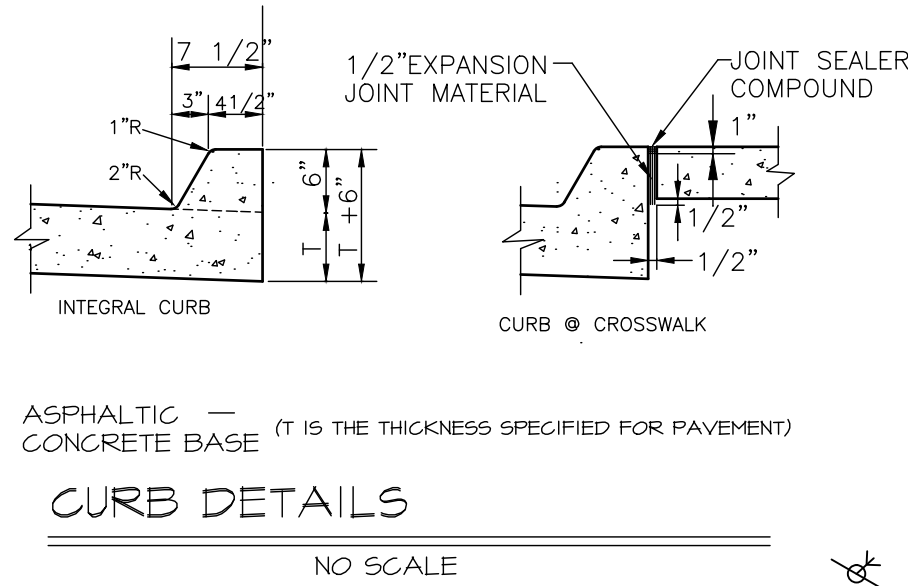
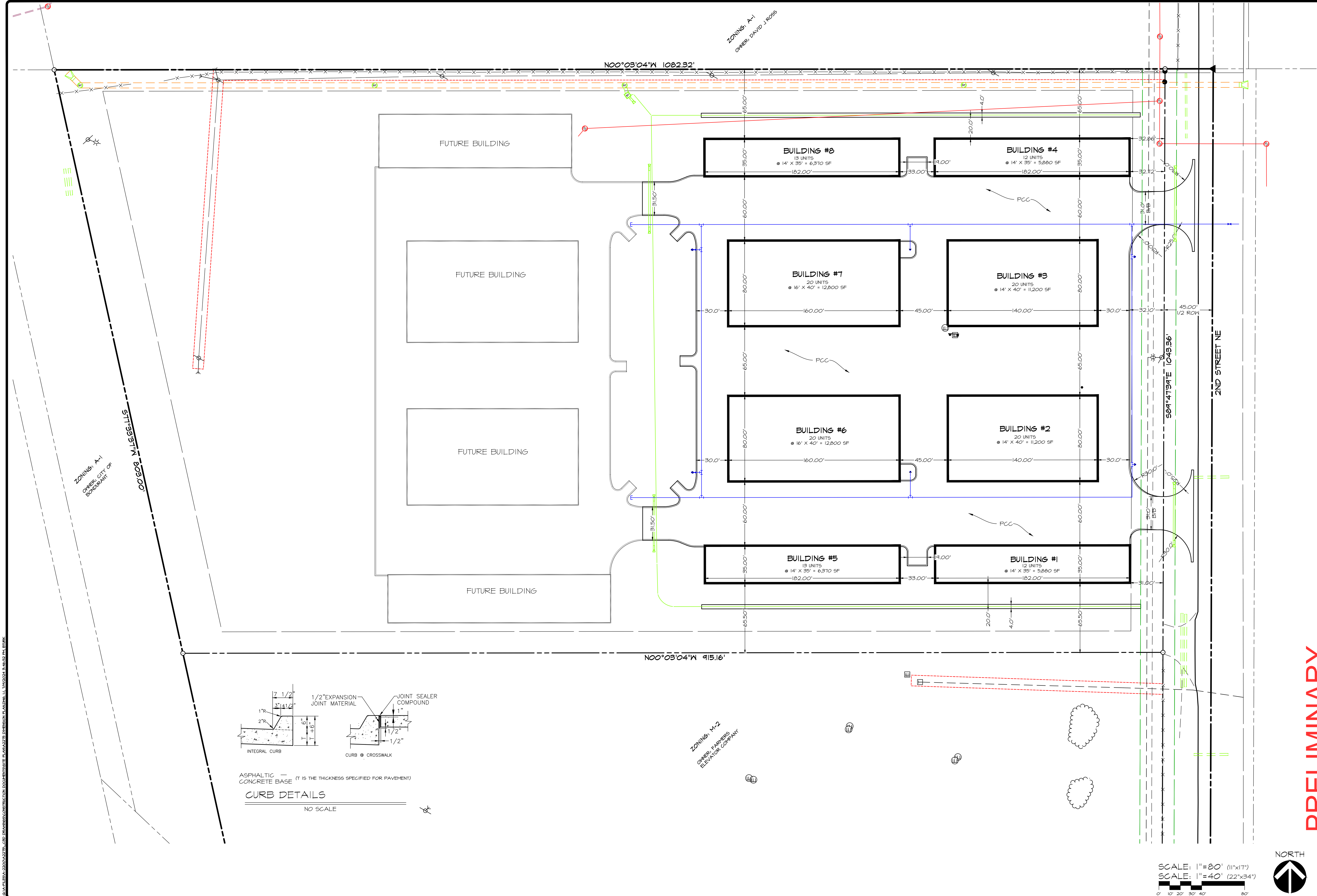
2400 86th Street, Unit 12 · Urbandale, Iowa 50322

515.276.4884 · mail@cecinc.com



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SCALE: 1"=40' (22"x34")



PRELIMINARY

BONDURANT STORAGE
2020 2ND STREET NE, BONDURANT, IOWA
DIMENSION PLAN

SHEET
4
OF 8
A2275

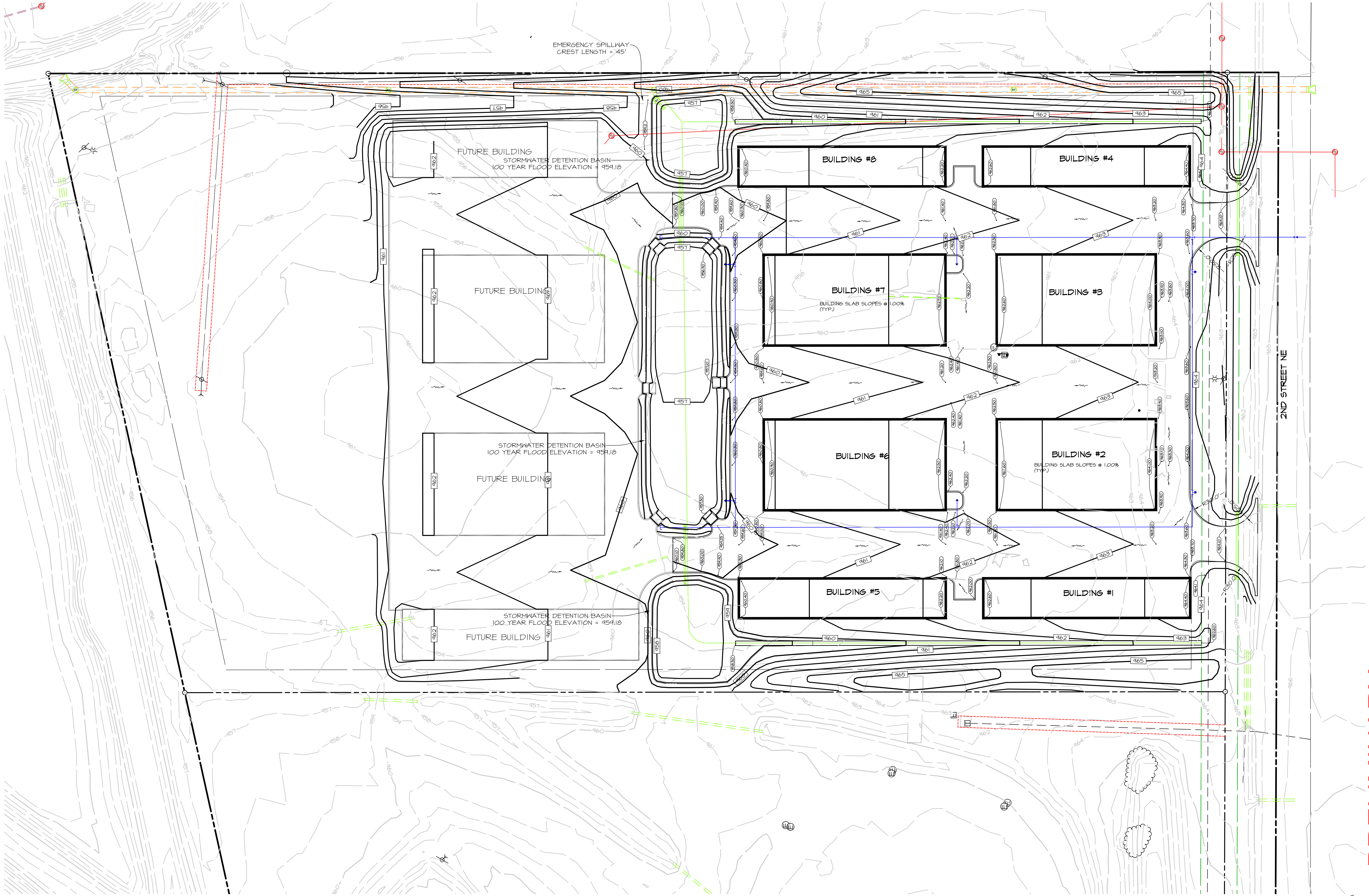
DATE: JUL 19, 2024
DESIGNED BY: BAT
DRAWN BY: BAT

Civil Engineering Consultants, Inc.
2400 86th Street, Unit 12 • Urbandale, Iowa 50322
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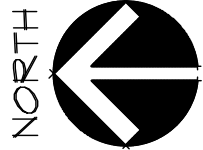


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SCALE: 1"=80' (11"x17")
SCALE: 1"=40' (22"x34")



PRELIMINARY

BONDURANT STORAGE
2020 2ND STREET NE, BONDURANT, IOWA
GRADING PLAN

SHEET
OF 8

A2275

DATE:	JUL 19, 2024
DESIGNED BY:	BAT
DRAWN BY:	BAT

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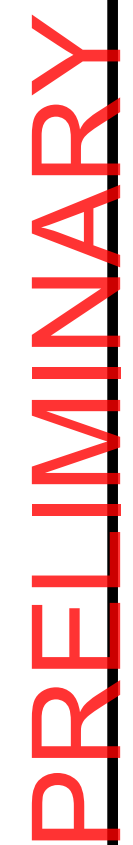
JULY 19, 2024

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Civil Engineering Consultants, Inc.

2400 86th Street, Unit 12 · Urbandale, Iowa 50322
515.276.4884 · mail@cecinc.com





BONDURANT STORAGE
2020 2ND STREET NE, BONDURANT, IOWA

UNTIL IT

SHEET

6

A2275

Q:\A-FILES\A-2200\A2275_C3D Drawings\Construction Documents\Site Plan\A2275 LANDSCAPE PLAN.dwg, 7/19/2024 3:47:52 PM, Sheet: 1 of 1

Q:\A-FILES\A-2200\A2275_C3D Drawings\Construction Documents\Site Plan\A2275 LANDSCAPE PLAN.dwg, 7/19/2024 3:47:52 PM, Sheet: 1 of 1

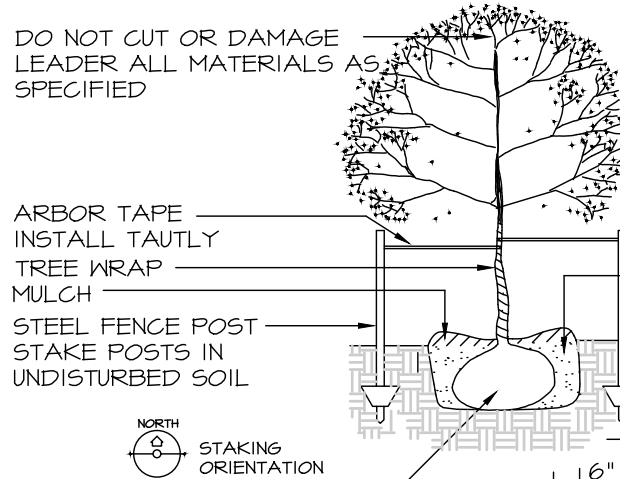
SITE TREES
REQUIREMENT - 1 TREE PER 50 LF STREET FRONTAGE
542 LF / 50 LF = 11
8 SHADE TREES
3 UNDERSTORY TREES

LANDSCAPING SCHEDULE

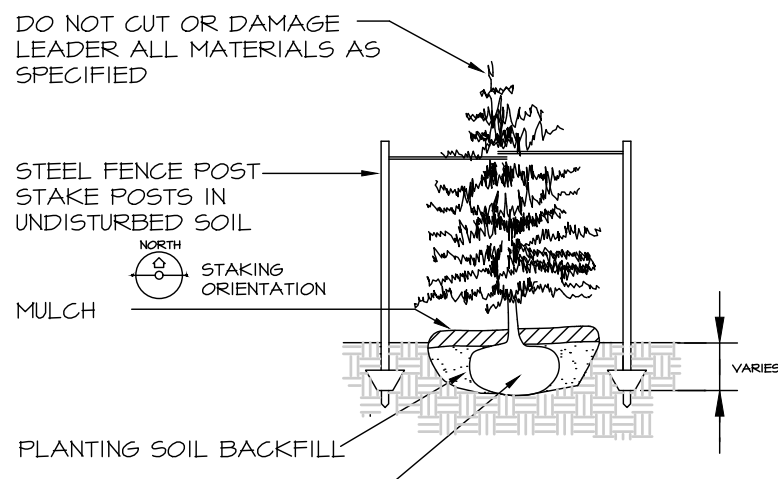
KEY	QUAN	BOTANICAL/COMMON NAME	SIZE/ CONDITION
GT	2	Gleditsia triacanthos Skyline honeylocust	1 3/4" Cal.
QA	2	Quercus alba White oak	1 3/4" Cal.
CM	4	Cornus mas Cornelian-cherry dogwood	1 1/2" Cal.

PLANTING NOTES

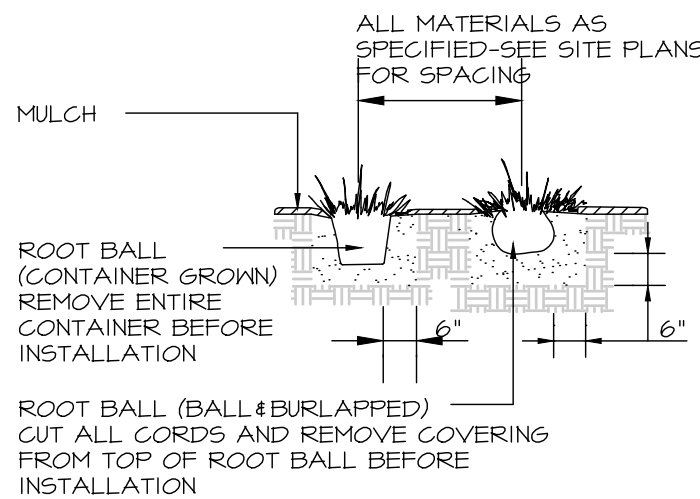
- ALL SITE WORK, SODDING AND LANDSCAPING SHALL MEET THE REQUIREMENTS OF THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS).
- ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARD FOR NURSERY STOCK" (ANSI Z60.1-2004)
- CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
- THE CONTRACTOR SHALL REMOVE THE TREE STAKES ONE YEAR AFTER INSTALLATION.
- NO PLANT MATERIAL SHALL BE SUBSTITUTED WITHOUT AUTHORIZATION OF THE LANDSCAPE ARCHITECT.
- ALL TREES, SHRUBS, BEDS & GROUND COVERS SHALL BE MULCHED WITH AT LEAST 3" SHREDDED BARK MULCH.
- THE CONTRACTOR SHALL VERIFY THE LOCATION AND PROTECT ALL UTILITIES AND STRUCTURES. DAMAGE TO UTILITIES AND STRUCTURES SHALL BE REPAIRED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER OF THE UTILITY.
- ONE WEEK PRIOR TO INSTALLATION, THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL STAKE LOCATION OF PLANTS FOR LANDSCAPE ARCHITECT'S APPROVAL BEFORE DIGGING HOLES.
- THE REQUIRED LANDSCAPING, BOTH EXISTING AND PROPOSED, MUST BE MAINTAINED FOR THE LIFE OF THE CERTIFICATE OF OCCUPANCY.
- REMOVE ALL WIRE, TWINE AND BURLAP FROM THE ROOTBALLS OF TREES PRIOR TO PLANTING.



DECIDUOUS TREE PLANTING AND STAKING DETAIL
NO SCALE

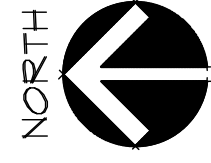


EVERGREEN TREE PLANTING AND STAKING DETAIL
NO SCALE



SHRUB PLANTING DETAIL
NO SCALE

SCALE: 1"=80' (11"x17")
SCALE: 1"=40' (22"x34")



PRELIMINARY

BONDURANT STORAGE
2020 2ND STREET NE, BONDURANT, IOWA
LANDSCAPE PLAN

SHEET
OF 8
A2275

DATE:	JUL 19, 2024
DESIGNED BY:	#####
DRAWN BY:	#####
BAT	BAT
BAT	BAT

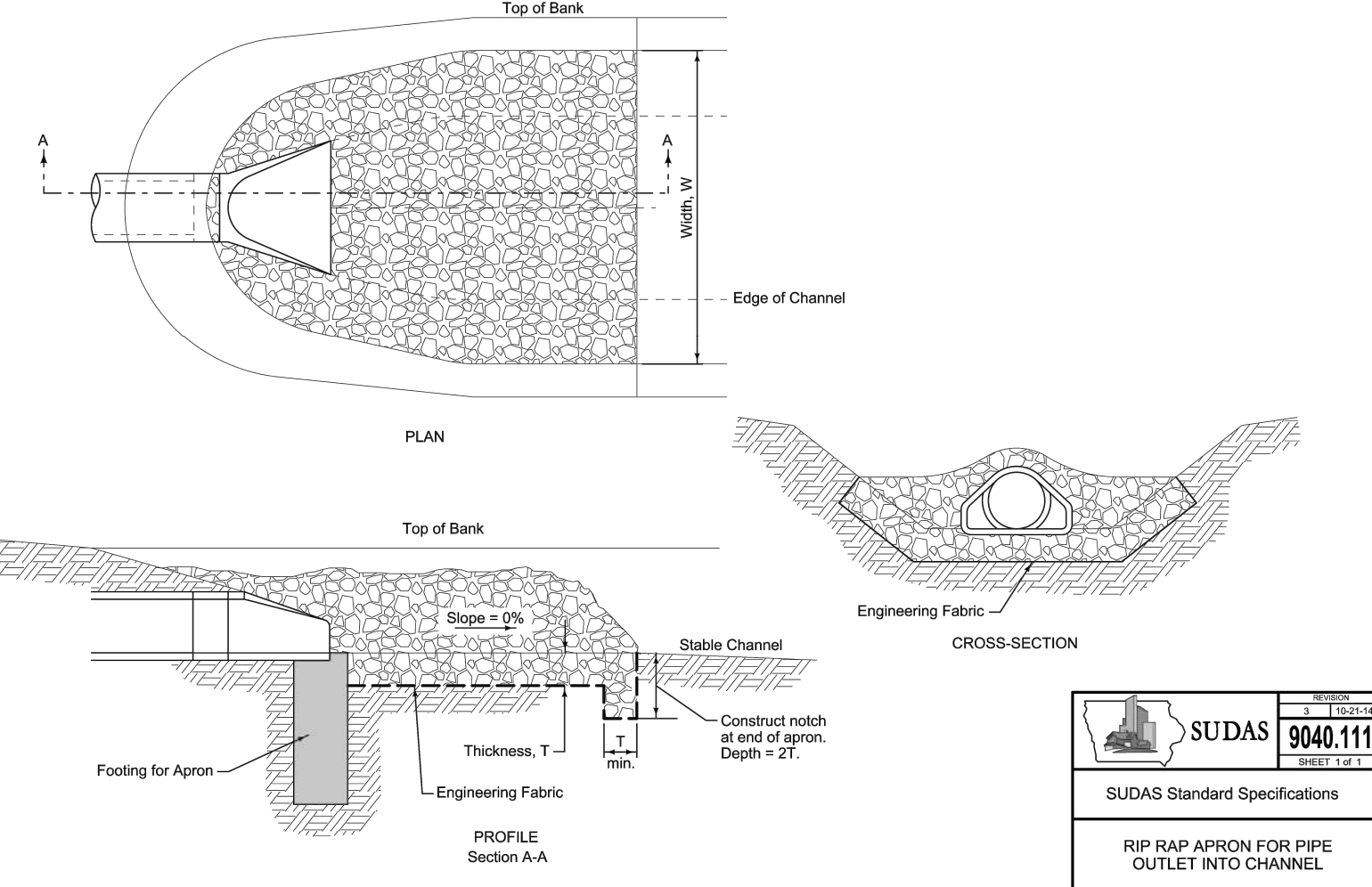
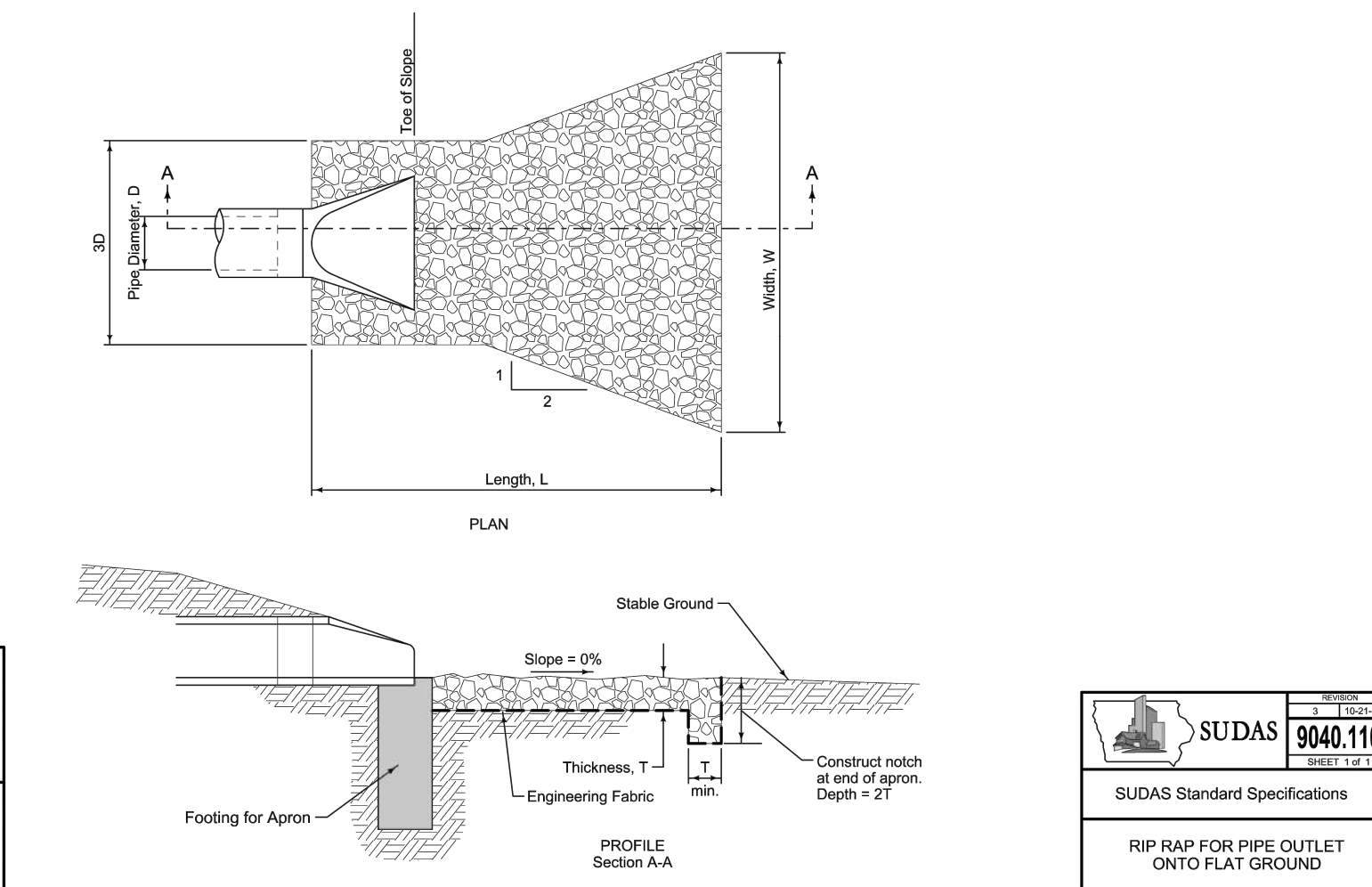
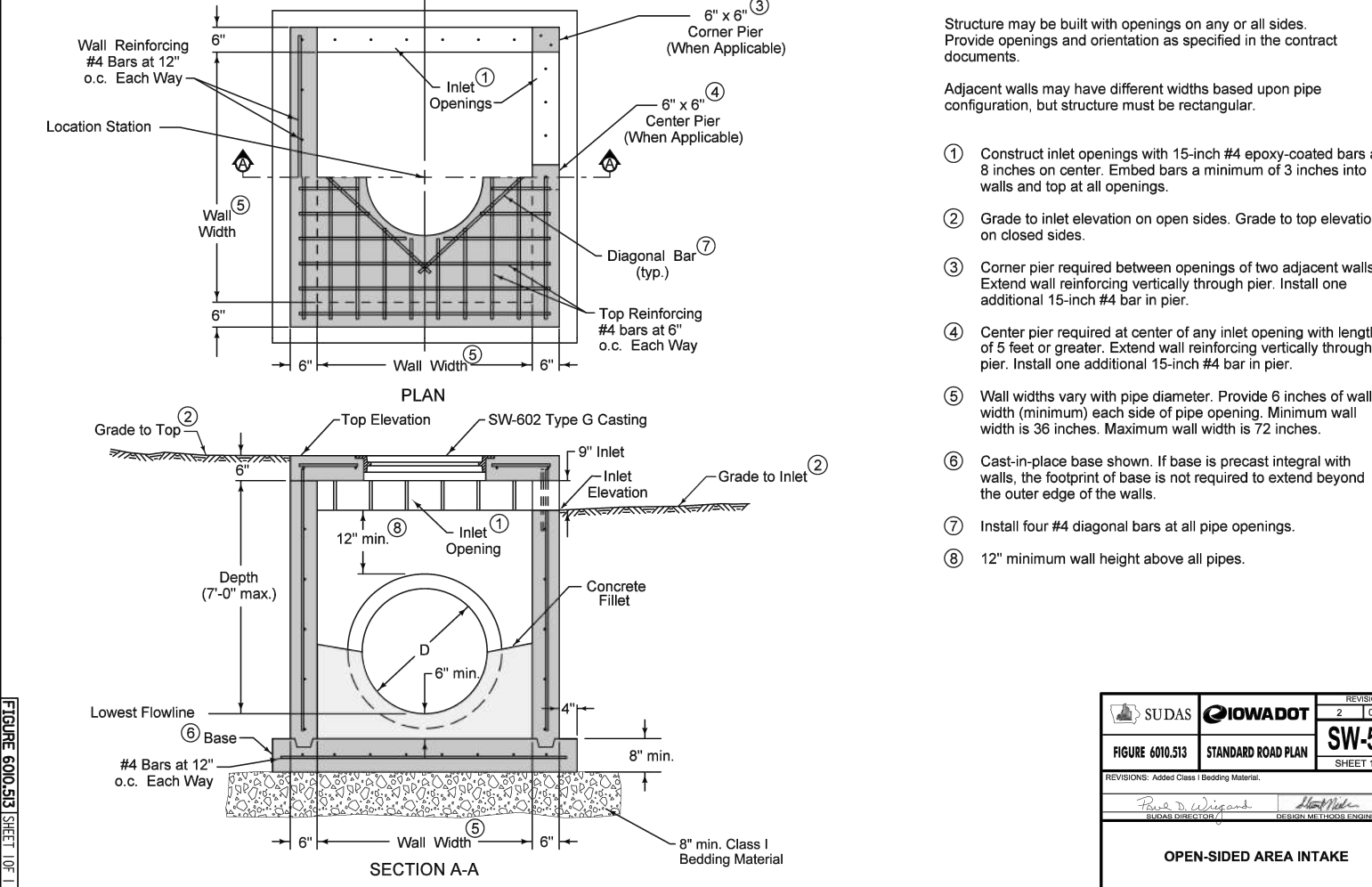
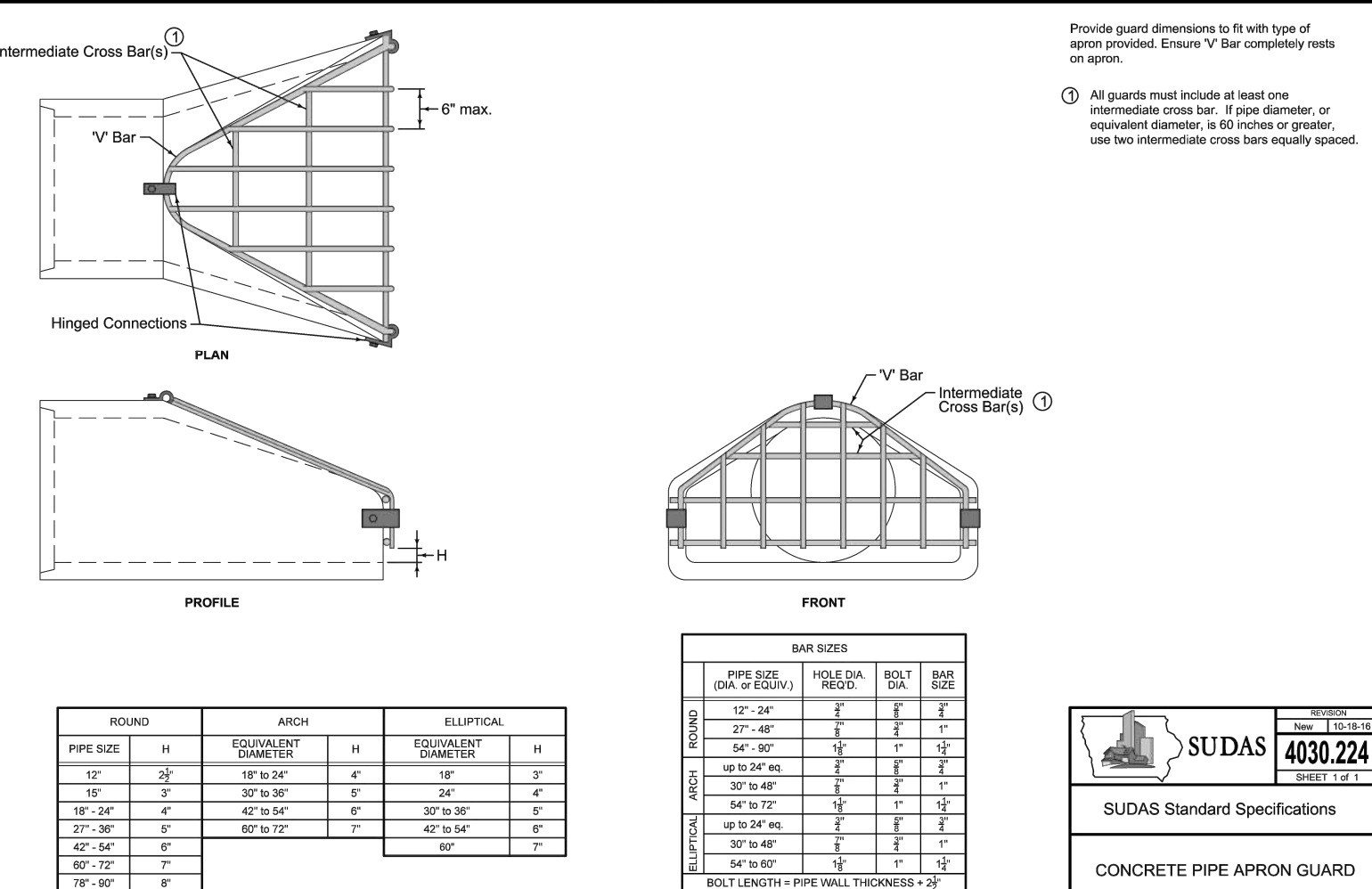
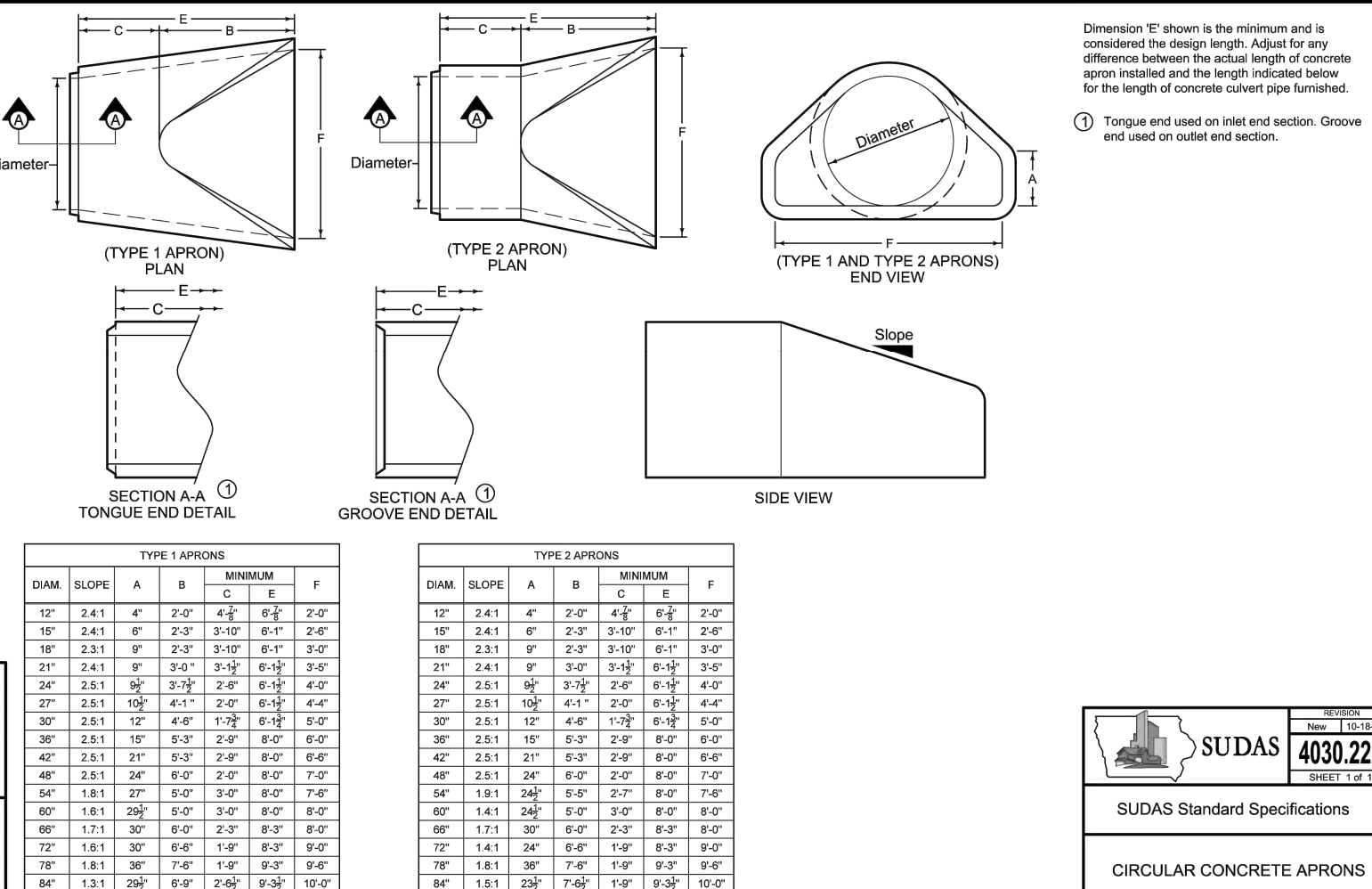
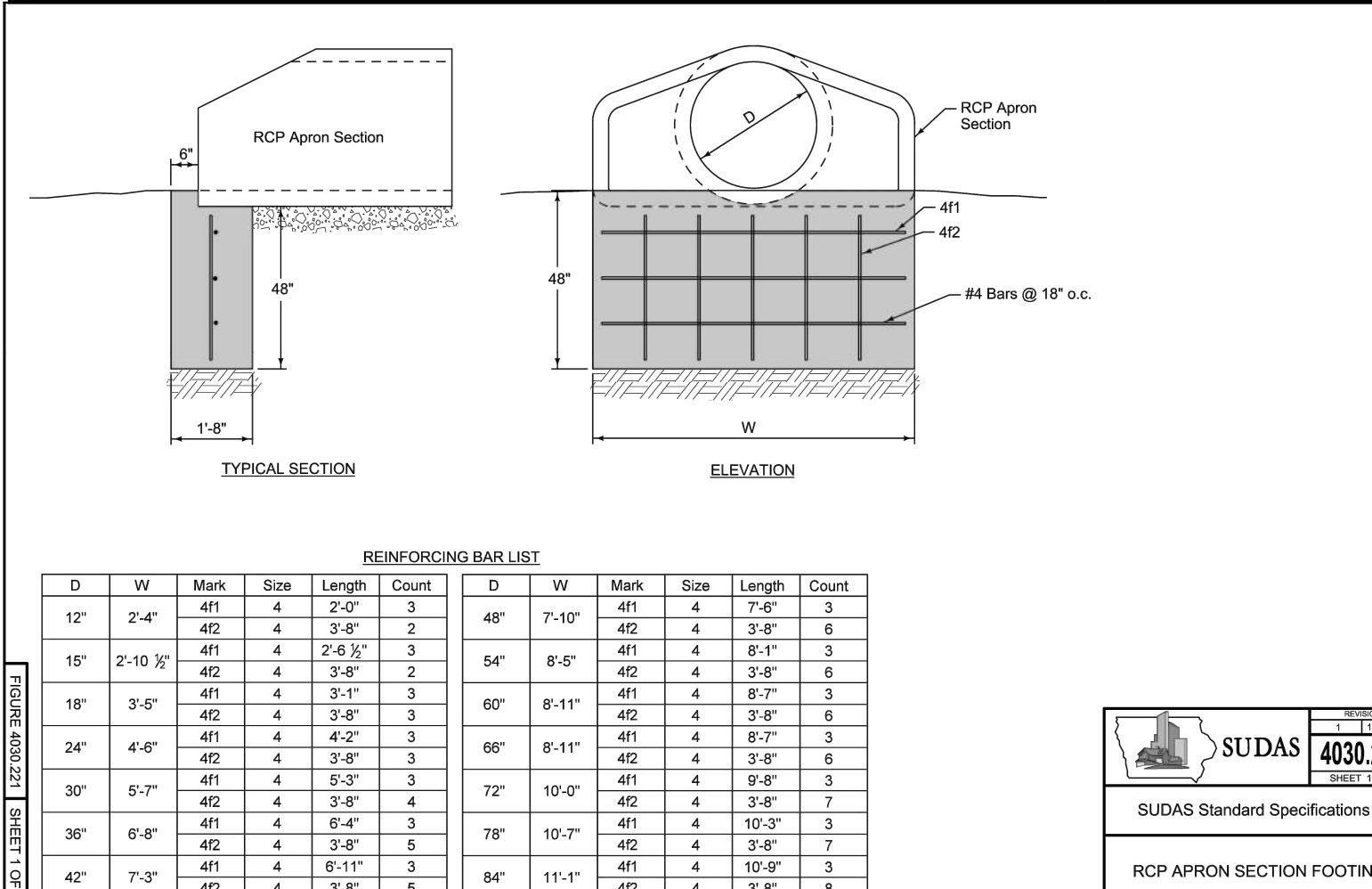
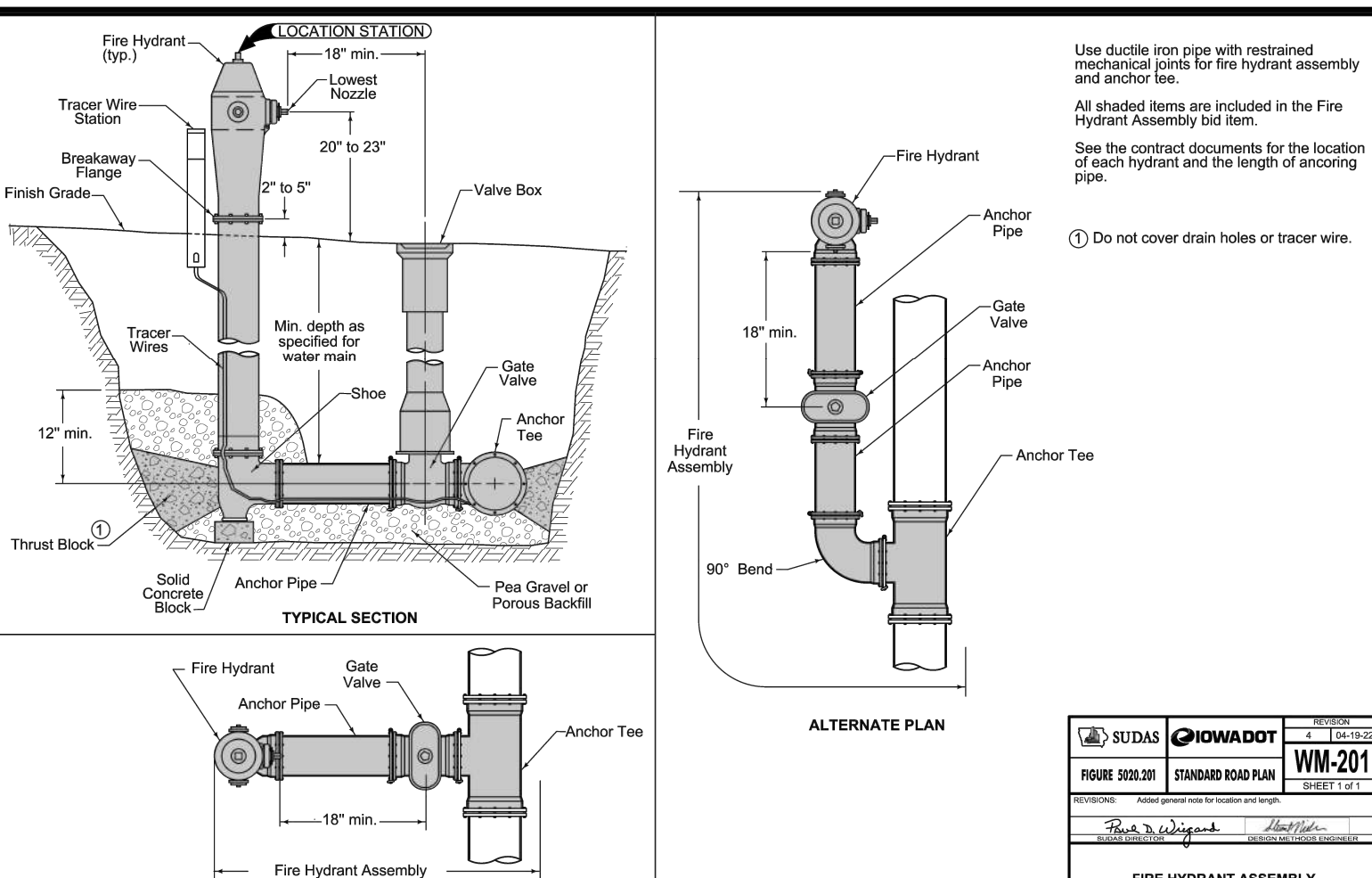
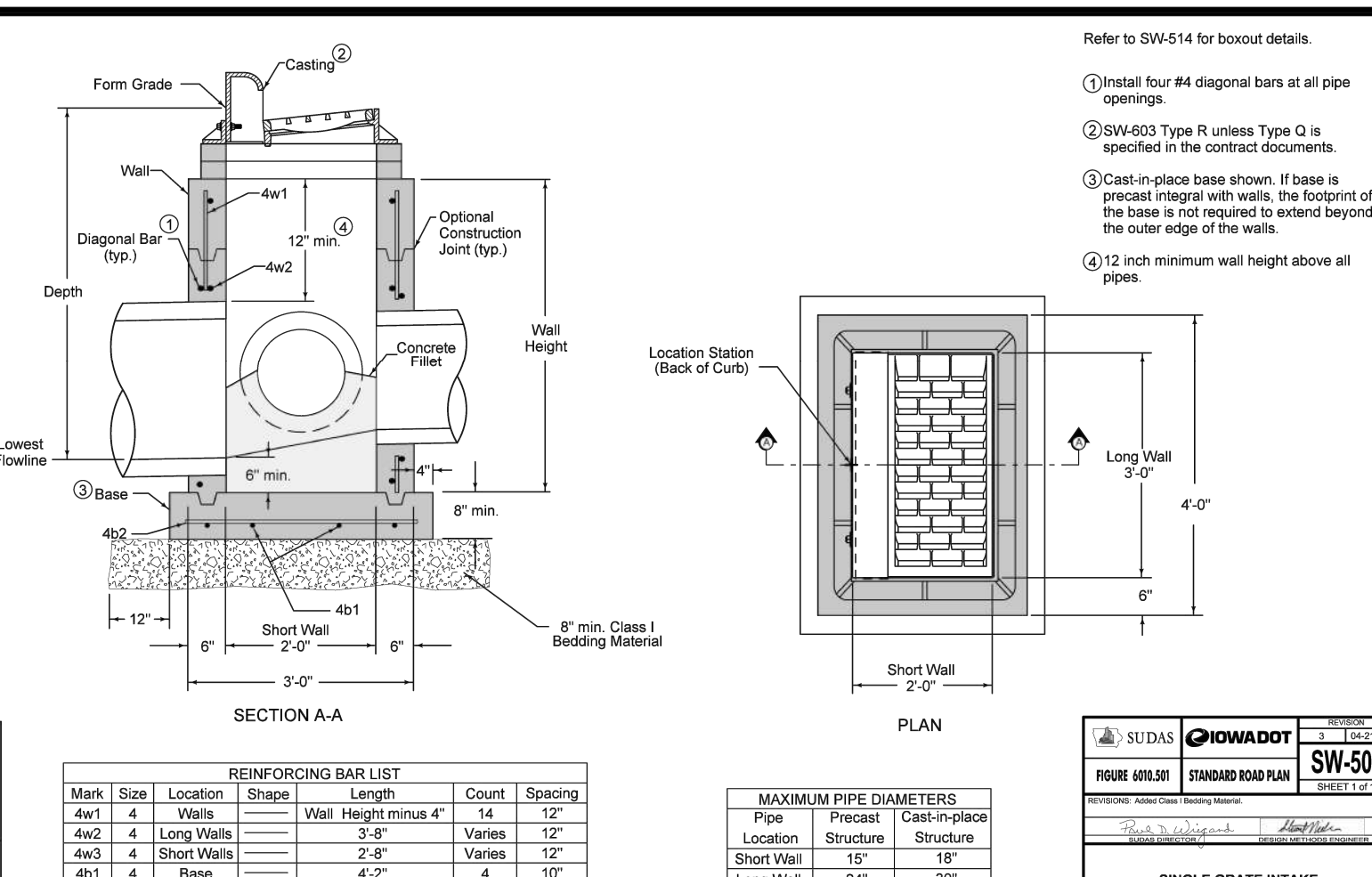
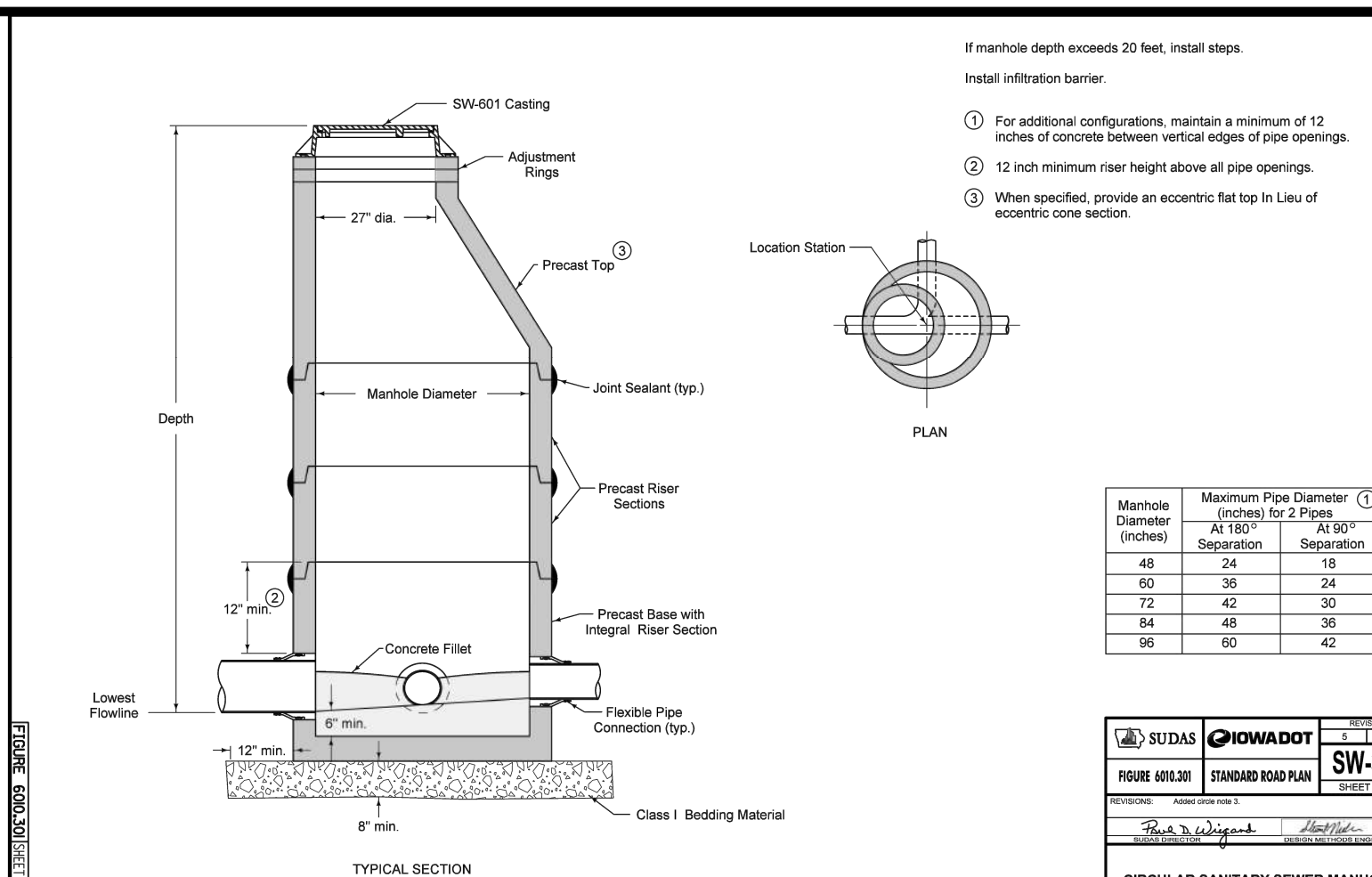
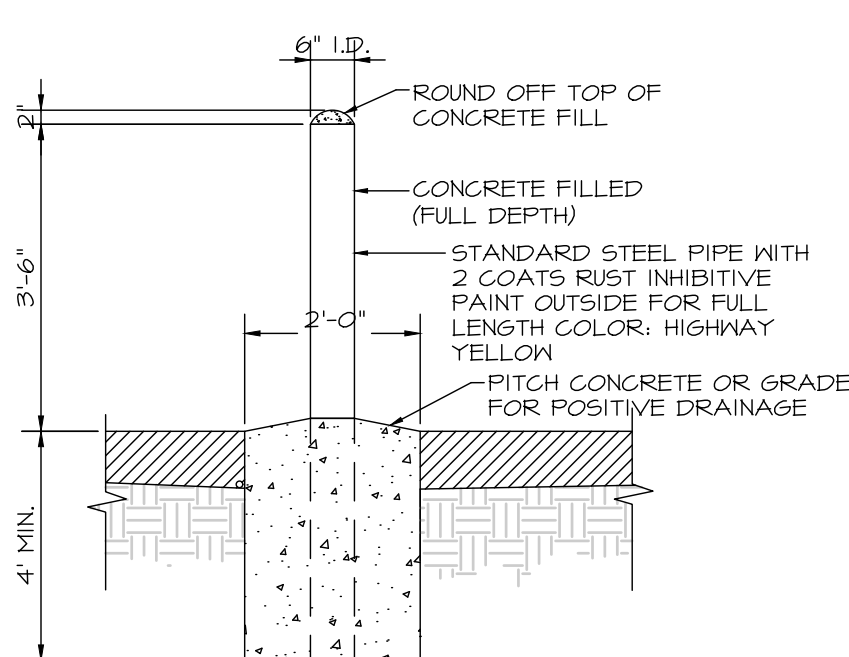
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G:\A-FILES\A-2000\A2275_C3D Drawings\CONSTRUCTION DOCUMENTS\SITE PLAN\A2275 COVER.dwg, 7/19/2024 3:48:02 PM

1 SCALE: 1/2" = 1'-0"



STATEMENT OF SELECTED DESIGN PROFESSIONAL

THESE CONSTRUCTION DOCUMENTS WERE PREPARED FOR COMPLIANCE WITH THE MICHIGAN CONSTRUCTION CODES IN EFFECT AT THE TIME OF PERMIT SUBMITTAL. ALL ENGINEERS, CONTRACTORS AND SUPPLIERS INVOLVED WITH THIS PROJECT SHALL COMPLY WITH THE SAME CODES ISSUED AND APPROVED CODE MODIFICATIONS AND/OR MUNICIPAL CONSTRUCTION BOARDS OF APPEALS RULINGS AND WHENEVER REQUIRED SHALL PROVIDE SHOP DRAWINGS AND SUBMITTALS CLEARLY DESCRIBING COMPLIANCE TO THE REGISTERED DESIGN PROFESSIONAL IN RESPONSIBLE CHARGE FOR REVIEW AND APPROVAL.

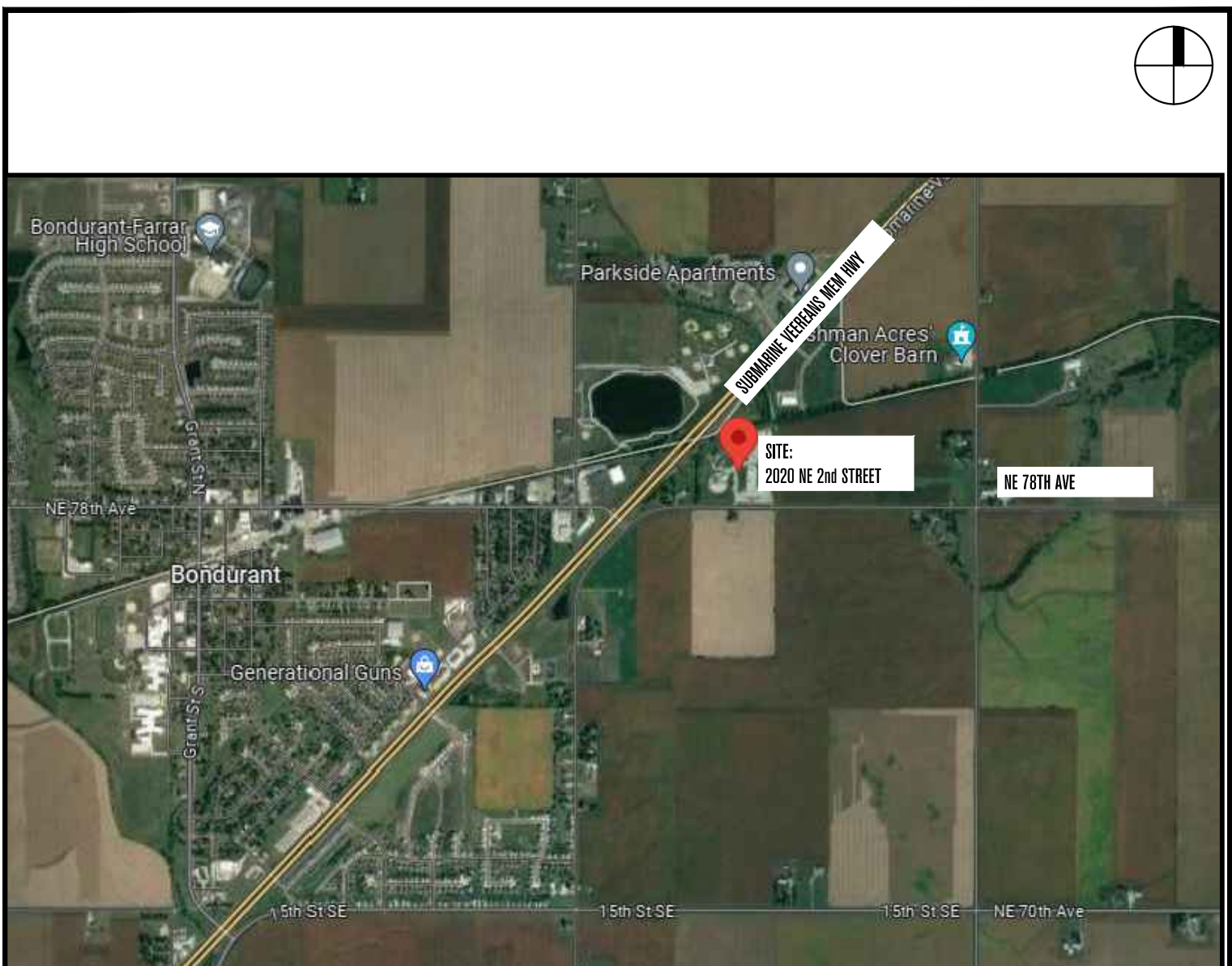
REGISTERED DESIGN PROFESSIONAL IN CHARGE:
PETER STUHLREYER, A.I.A.
MICHIGAN IDENTIFICATION # 44668
DESIGNHAUS ARCHITECTURE

CODE DATA																														
PROJECT IDENTIFICATION	☒ ADDRESS: 2020 NE 2ND STREET - BONDURANT, IA 50035 ☐ PROPERTY ID: 802293000H ☐ OTHER: -																													
PROJECT TYPE	☒ NEW CONSTRUCTION ☐ ALTERATION ☐ TENANT IMPROVEMENT ☐ ADDITION ☐ FACADE RENOVATION ☐ REPAIR																													
PROJECT DESCRIPTION	☐ A 2 PHASE PROJECT - PHASE 1 CONSISTS OF 8 SELF STORAGE BOAT & RV UNITS - PHASE 2 CONSISTS OF 4 SELF STORAGE BOAT & RV UNITS																													
APPLICABLE CODES	☐ BUILDING 2015 MICHIGAN BUILDING CODE ☐ FIRE 2015 INTERNATIONAL FIRE CODE ☐ MECHANICAL 2015 MICHIGAN MECHANICAL CODE ☐ PLUMBING 2015 MICHIGAN PLUMBING CODE ☐ ELECTRICAL 2017 MICHIGAN ELECTRICAL CODE ☐ ELECTRICAL 2017 NEC (PART 8 AMENDMENTS) - ☐ ACCESSIBILITY 2009 ICC ANS1 A117.1 ☐ ACCESSIBILITY 2015 MBC - CHAPTER 15 ☐ ENERGY 2015 MICHIGAN ENERGY CODE ☐ ENERGY 2015 ASHREA STANDARD 90.1 ☐ REHAB 2015 MICHIGAN REHAB CODE																													
DIFFERED SUBMITTALS	☐ FIRE PROTECTION ☐ CONVEYANCE ☐ FIRE ALARM ☐ PRE-ENG. TRUSSES ☐ INTERIOR ELEMENTS ☐ PRE-ENG. BUILDING ☐ MEP ☐ -																													
CHAPTER 3 USE AND OCCUPANCY																														
BUILDING USE	☒ SINGLE USE ☐ MIXED USE ☐ MIXED OCCUPANCY SEPARATION SEE CHAPTER 5 DATA ☐ PRIMARY USE WITH ACCESSORY ☐ NON SEPARATED MIXED USE ☐ SINGLE STORY ☐ MULTI STORY ☐ SEPARATED MIXED USE																													
OCCUPANCY CLASSIFICATION	<table><tr><td>☐ A1</td><td>☐ A2</td><td>☐ A3</td><td>☐ A4</td><td>☐ A5</td><td>☐ B</td><td>☐ E</td><td>☐ F1</td><td>☐ F2</td></tr><tr><td>☐ H1</td><td>☐ H2</td><td>☐ H3</td><td>☐ H4</td><td>☐ H5</td><td>☐ I1</td><td>☐ I2</td><td>☐ I3</td><td>☐ I4</td></tr><tr><td>☐ M</td><td>☐ R1</td><td>☐ R2</td><td>☐ R3</td><td>☐ R4</td><td>☒ S1</td><td>☐ S2</td><td>☐ U</td><td>☐ -</td></tr></table>			☐ A1	☐ A2	☐ A3	☐ A4	☐ A5	☐ B	☐ E	☐ F1	☐ F2	☐ H1	☐ H2	☐ H3	☐ H4	☐ H5	☐ I1	☐ I2	☐ I3	☐ I4	☐ M	☐ R1	☐ R2	☐ R3	☐ R4	☒ S1	☐ S2	☐ U	☐ -
☐ A1	☐ A2	☐ A3	☐ A4	☐ A5	☐ B	☐ E	☐ F1	☐ F2																						
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☐ M	☐ R1	☐ R2	☐ R3	☐ R4	☒ S1	☐ S2	☐ U	☐ -																						
CHAPTER 4 DETAILED REQUIREMENTS PER OCCUPANCY																														
DETAILED REQUIREMENTS	☐ THIS CHAPTER IS NOT APPLICABLE ☐ APPLICABLE AS NOTED																													
CHAPTER 5 GENERAL BUILDING AREA AND HEIGHTS																														
BUILDING HEIGHT	☒ HEIGHT EXCEPTIONS NOT APPLIED ☐ HEIGHT EXCEPTION APPLIED CHAPTERS 4 AND 5 ☐ ALLOWABLE HEIGHT 55 FEET ☐ ALLOWABLE STORIES 2 STORIES ☐ MOST RESTRICTIVE USE FOR STORY - ☐ MOST RESTRICTIVE USE FOR HEIGHT - ☐ ACTUAL HEIGHT 16'-8" - 18'-8" ☐ ACTUAL STORIES 1 STORY																													
FRONTAGE INCREASE	☒ FRONTAGE INCREASE NOT APPLIED ☐ - ☐ FRONTAGE INCREASE APPLIED PER CALCULATION IF = $(1/P - 0.25) W/30 +$ IF = $(692/692 - 0.25) 30/30 = 0.75$																													
MIXED OCCUPANCY SEPARATION	☒ USE SEPARATION NOT REQUIRED ☐ USE SEPARATION REQUIRED SEE TABLE TO THE RIGHT <table><tr><td>-</td><td>-</td><td>-</td><td>-</td><td>RATING</td><td>-</td><td>-</td><td>-</td><td>-</td><td>RATING</td></tr><tr><td>-</td><td>-</td><td>-</td><td>-</td><td>RATING</td><td>-</td><td>-</td><td>-</td><td>-</td><td>RATING</td></tr></table>			-	-	-	-	RATING	-	-	-	-	RATING	-	-	-	-	RATING	-	-	-	-	RATING							
-	-	-	-	RATING	-	-	-	-	RATING																					
-	-	-	-	RATING	-	-	-	-	RATING																					
BUILDING AREA	<table><tr><td>☒ SINGLE STORY ☐ MULTI-STORY ☐ SINGLE OCC. ☐ SINGLE OCC. / ACCESSORY ☐ MIXED OCC. NON-SEPARATED ☐ MIXED OCC. SEPARATED ☐ UNLIMITED AREA BUILDING ☐ PODIUM STYLE BUILDING</td><td>☐ MOST RESTRICTIVE USE ☐ TABULAR VALUE ☐ FRONTAGE INCREASE TOTAL ALLOWABLE</td><td>☐ SI 17,500 NA 17,500 ☐ ALLOWABLE AREA PER FLOOR 17,500 ☐ TOTAL BUILDING 17,500 ☐ TOTAL</td><td>☐ ACTUAL BUILDING AREAS BLOG # 1 5,880 SQFT BLOG # 2 11,200 SQFT BLOG # 3 11,200 SQFT BLOG # 4 5,880 SQFT BLOG # 5 5,880 SQFT BLOG # 6 11,200 SQFT BLOG # 7 11,200 SQFT BLOG # 8 5,880 SQFT 68,320 SQFT</td></tr></table>			☒ SINGLE STORY ☐ MULTI-STORY ☐ SINGLE OCC. ☐ SINGLE OCC. / ACCESSORY ☐ MIXED OCC. NON-SEPARATED ☐ MIXED OCC. SEPARATED ☐ UNLIMITED AREA BUILDING ☐ PODIUM STYLE BUILDING	☐ MOST RESTRICTIVE USE ☐ TABULAR VALUE ☐ FRONTAGE INCREASE TOTAL ALLOWABLE	☐ SI 17,500 NA 17,500 ☐ ALLOWABLE AREA PER FLOOR 17,500 ☐ TOTAL BUILDING 17,500 ☐ TOTAL	☐ ACTUAL BUILDING AREAS BLOG # 1 5,880 SQFT BLOG # 2 11,200 SQFT BLOG # 3 11,200 SQFT BLOG # 4 5,880 SQFT BLOG # 5 5,880 SQFT BLOG # 6 11,200 SQFT BLOG # 7 11,200 SQFT BLOG # 8 5,880 SQFT 68,320 SQFT																							
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CHAPTER 6 TYPES OF CONSTRUCTION																														
CONSTRUCTION TYPE	<table><tr><td>☐ IA ☐ COMBUSTIBLE</td><td>☐ IIA ☐ NON-COMBUSTIBLE</td><td>☐ IIB ☐ PROTECTED</td><td>☐ IIC ☐ UNPROTECTED</td><td>☐ IV ☐ VA</td><td>☐ V ☐ VB</td></tr></table>			☐ IA ☐ COMBUSTIBLE	☐ IIA ☐ NON-COMBUSTIBLE	☐ IIB ☐ PROTECTED	☐ IIC ☐ UNPROTECTED	☐ IV ☐ VA	☐ V ☐ VB																					
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FIRE RATING OF BUILDING ELEMENTS	<table><tr><td>☐ PRIMARY STRUCTURAL FRAME ☐ BEARING WALLS - EXTERIOR ☐ BEARING WALLS - INTERIOR ☐ NON BEARING WALL - EXTERIOR ☐ FLOOR CONSTRUCTION ☐ ROOF CONSTRUCTION</td><td>☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR</td><td>☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR</td><td>☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR</td></tr></table>			☐ PRIMARY STRUCTURAL FRAME ☐ BEARING WALLS - EXTERIOR ☐ BEARING WALLS - INTERIOR ☐ NON BEARING WALL - EXTERIOR ☐ FLOOR CONSTRUCTION ☐ ROOF CONSTRUCTION	☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR	☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR	☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR																							
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FIRE RATING OF EXTERIOR WALL	<table><tr><td>☐ LESS THAN 5 FT ☐ 5 FT TO LESS THAN 10 FT ☐ 10 FT TO LESS THAN 30 FT ☐ OVER 30 FT</td><td>☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR</td><td>☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR</td><td>☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR</td></tr></table>			☐ LESS THAN 5 FT ☐ 5 FT TO LESS THAN 10 FT ☐ 10 FT TO LESS THAN 30 FT ☐ OVER 30 FT	☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR	☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR	☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR ☐ 0 HR ☐ 1 HR ☐ 1.5 HR ☐ 2 HR ☐ 3 HR																							
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CHAPTER 7 FIRE AND SMOKE PROTECTION																														
SHAFT ENCLOSURES	☒ NOT REQUIRED ☐ REQUIRED ☐ LESS THAN 4 STORIES = 1 HR ☐ 4 STORIES OR ABOVE = 2 HRS ☐ NOT LESS THAN ASSEMBLY PENETRATED																													
FIRE RATED ASSEMBLIES	<table><tr><td>☐ FIRE WALL (FW) ☐ EXIT PASSAGEWAY (EP) ☐ FIRE AREA SEPARATION (FAS) ☐ MALL TENANT WALLS (TP) ☐ SMOKE PARTITION (SP) ☐ ACCESSIBLE CONCEALED SPACE SIGNAGE</td><td>☐ ELEVATOR SHAFT (ES) ☐ CONTROL AREAS (CA) ☐ GROUP R SEPARATIONS (GR) ☐ CORRIDOR WALLS (CP) ☐ FLOOR ASSEMBLY ☐ ACCESSIBLE CONCEALED SPACE SIGNAGE</td><td>☐ STAIRWAY ENCLOSURE (SE) ☐ OCC. SEPARATION (OS) ☐ ELEVATOR LOBBY (EL) ☐ SMOKE BARRIER (SB) ☐ ROOF ASSEMBLY ☐ EXTERIOR WALL</td></tr></table>			☐ FIRE WALL (FW) ☐ EXIT PASSAGEWAY (EP) ☐ FIRE AREA SEPARATION (FAS) ☐ MALL TENANT WALLS (TP) ☐ SMOKE PARTITION (SP) ☐ ACCESSIBLE CONCEALED SPACE SIGNAGE	☐ ELEVATOR SHAFT (ES) ☐ CONTROL AREAS (CA) ☐ GROUP R SEPARATIONS (GR) ☐ CORRIDOR WALLS (CP) ☐ FLOOR ASSEMBLY ☐ ACCESSIBLE CONCEALED SPACE SIGNAGE	☐ STAIRWAY ENCLOSURE (SE) ☐ OCC. SEPARATION (OS) ☐ ELEVATOR LOBBY (EL) ☐ SMOKE BARRIER (SB) ☐ ROOF ASSEMBLY ☐ EXTERIOR WALL																								
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THERMAL AND SOUND INSULATION	☒ MUST MEET ASTM E84 or UL 723 ☐ FLAME SPREAD FS-25 ☐ SMOKE DENSITY SD-450																													
CHAPTER 8 INTERIOR FINISHES																														
INTERIOR FINISH MATERIALS	<table><tr><td>☐ CLASS A FS-0-25 SD-0-450 ☒ CLASS B FS-20-75 SD-0-450 ☐ CLASS C FS-75-200 SD-0-450</td><td>LOCATION ☐ EXIT ENCLOSURE & PASSAGEWAY ☐ CORRIDORS & EXIT ACCESS ☐ ROOM AND ENCLOSED SPACES</td><td>SI B B C</td></tr></table>			☐ CLASS A FS-0-25 SD-0-450 ☒ CLASS B FS-20-75 SD-0-450 ☐ CLASS C FS-75-200 SD-0-450	LOCATION ☐ EXIT ENCLOSURE & PASSAGEWAY ☐ CORRIDORS & EXIT ACCESS ☐ ROOM AND ENCLOSED SPACES	SI B B C																								
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CHAPTER 9 FIRE PROTECTION SYSTEMS																														
FIRE PROTECTION SYSTEM	☐ REQUIRED ☒ NOT REQUIRED ☐ DEFERRED SUBMITTAL ☐ PROVIDED ☐ NOT PROVIDED ☐ NFPA 13 ☐ NFPA 13 R ☐ NFPA 13 D																													
FIRE ALARM SYSTEM	☒ REQUIRED ☐ NOT REQUIRED ☐ PROVIDED ☐ NOT PROVIDED ☐ DEFERRED SUBMITTAL																													
CHAPTER 10 MEANS OF EGRESS																														
MINIMUM NUMBER OF EXITS REQUIRED	<table><tr><td>☐ 1 EXIT -</td><td>☐ 3 EXIST - OCC. LOAD PER STORY 500-1000</td><td rowspan="2">☒ CHAPTER NOT APPLICABLE</td></tr><tr><td>☐ 2 EXITS - OCC. LOAD PER STORY LIMITED TO 500</td><td>☐ 4 EXITS - OCC. LOAD PER STORY OVER 1000</td></tr></table>			☐ 1 EXIT -	☐ 3 EXIST - OCC. LOAD PER STORY 500-1000	☒ CHAPTER NOT APPLICABLE	☐ 2 EXITS - OCC. LOAD PER STORY LIMITED TO 500	☐ 4 EXITS - OCC. LOAD PER STORY OVER 1000																						
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MAXIMUM TRAVEL DISTANCE	<table><tr><td>☐ 75 FT ☐ 100 FT ☐ 125 FT ☐ 150 FT ☐ 175 FT ☐ 200 FT ☐ 250 FT ☐ 300 FT ☐ 400 FT</td><td>☐ NA</td></tr></table>			☐ 75 FT ☐ 100 FT ☐ 125 FT ☐ 150 FT ☐ 175 FT ☐ 200 FT ☐ 250 FT ☐ 300 FT ☐ 400 FT	☐ NA																									
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PROJECT TEAM

OWNER BONDURANT, IA BOAT & RV STORAGE CONTACT: TOM GUSTAFSON 712.330.3233 tom-gustafson@hotmail.com	ARCHITECT DESIGNHAUS ARCHITECTURE 3300 AUBURN RD. AUBURN HILLS, MI 48326 T: 248.601.4422 F: 248.453.5854 PROJECT MANAGER: JOE LATOZAS PROJECT ARCHITECT: PETER STUHLREYER, A.I.A.
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LOCATION MAP



Bondurant, IA Boat & RV Storage

2020 NE. 2nd St.
Bondurant, IA 50035

INDEX OF DRAWINGS

☐ SHEET ISSUED ☐ REVISED ☒ SHEET REISSUED	SHEET NO: DRAWING NAME GENERAL G1.1 Title Sheet, Index & Code Data SITE & LANDSCAPE AS1.1 Architectural Site Plan ARCHITECTURAL A1.1 Building 1 Plans & Elevations A1.2 Building 2 Plans & Elevations A1.3 Building 3 Plans & Elevations A1.4 Building 4 Plans & Elevations A1.5 Building 4 Plans & Elevations A1.6 Building 4 Plans & Elevations A1.7 Building 4 Plans & Elevations A1.8 Building 4 Plans & Elevations
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DESIGNHAUS ARCHITECTURE

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AUBURN HILLS, MI 48326
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WWW.DESIGNHAUS.COM
INFO@DESIGNHAUS.COM

Bondurant, IA Boat & RV Storage

2020 NE. 2nd St.
Bondurant, IA 50035

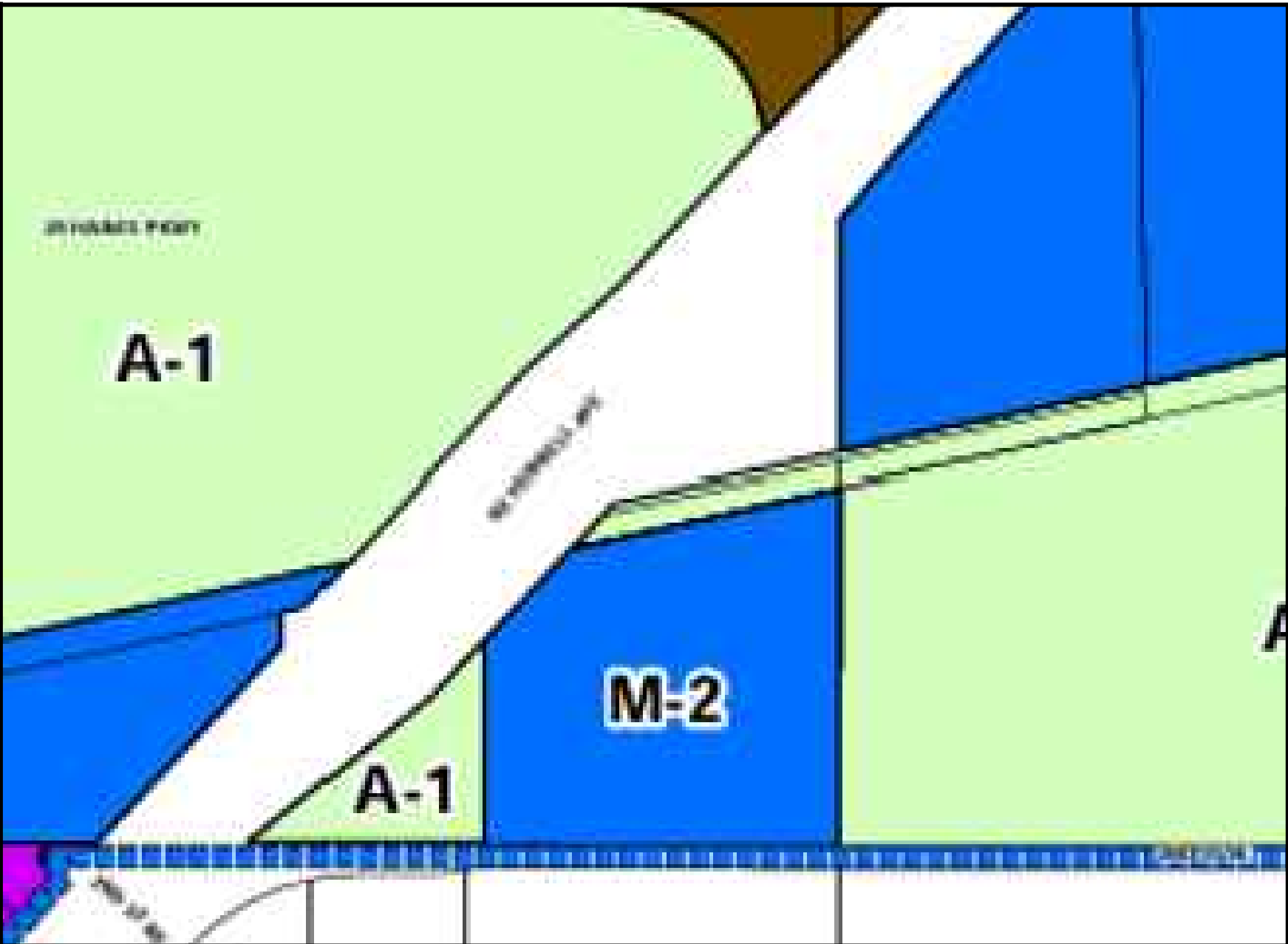
Title Sheet, Index & Code Data

24121

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AERIAL PHOTO



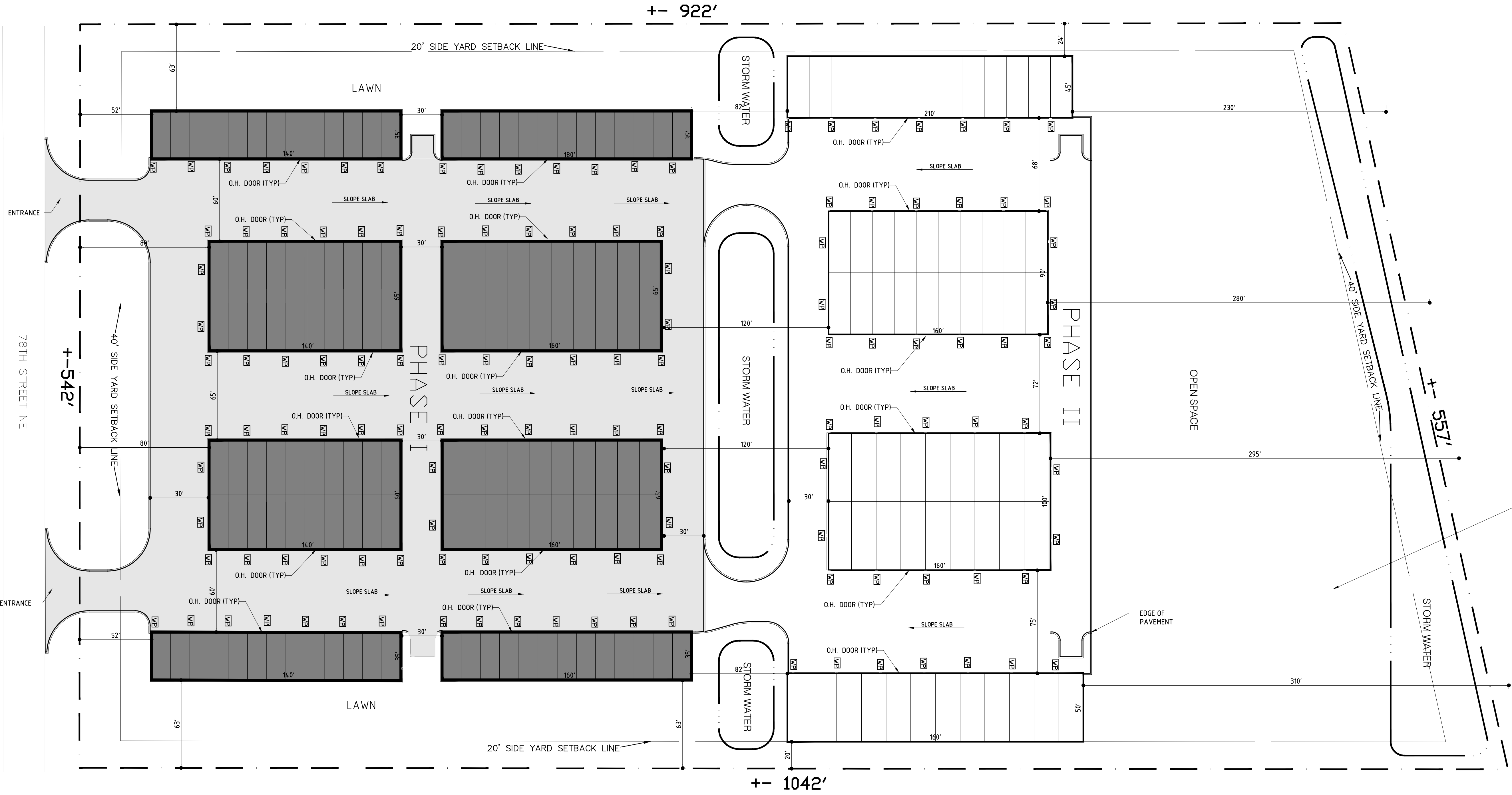
ZONING MAP



WP

LEGEND	
	CORPORATE LIMITS
	FUTURE STREETS
ZONING CLASSIFICATIONS	
	A-1 AGRICULTURAL DISTRICT
	R-1 SINGLE FAMILY RESIDENTIAL DISTRICT
	R-2 ONE- AND TWO-FAMILY RESIDENTIAL DISTRICT
	R-3 MULTI-FAMILY RESIDENTIAL DISTRICT
	R-4 MANUFACTURED HOUSING RESIDENTIAL DISTRICT
	P-1 PLANNED UNIT DEVELOPMENT DISTRICT
	TC-1 TRANSITIONAL COMMERCIAL DISTRICT
	GC-1 GENERAL COMMERCIAL DISTRICT
	CB-1 CENTRAL BUSINESS DISTRICT
	M-1 LIMITED INDUSTRIAL DISTRICT
	M-2 MEDIUM INDUSTRIAL DISTRICT
	C-1 CONSERVANCY DISTRICT

ZONING MAP LEGEND



SITE DATA

Parcel I.D.	802229300011
Address	2020 2 Nd St Ne,Bondurant, IA 50035
Zoning	M-2/Medium Industrial District
Parcel Area	21.58 acres 940,038 sqft

PHASE I

Building Coverage	72,500 SqFt.
Impervious	97,970 SqFt.
Open Space	84,060 SqFt.

PHASE II

Building Coverage	50,760 SqFt.
Impervious	58,184 SqFt.
Open Space	170,056 SqFt.

PHASE TOTAL

Building Coverage	123,260 SqFt.
Impervious	156,154 SqFt.
Open Space	254,081 SqFt.

SEE CIVIL
FOR TOPO

1 Site Plan

1" = 40'



ZONING

(A) Minimum Lot Area	None
(B) Minimum Lot Width	None
(C) Front Yard Setback	30 ft. from the existing or proposed right-of-way line
(D) Side Yard Setback	20 ft. 25 ft. if adjacent to street, "R", or "C-1" district
(E) Rear Yard Setback	40 ft. Except that where a railroad right-of-way is immediately adjacent to the rear of a lot, the rear yard requirement need not apply
(F) Maximum Height	80 ft. with an additional 12 feet (1 story) of heights permitted for every 10 feet of additional building setback for an overall maximum of no more than an average of 104 feet building height from finished floor.
(G) Number of Stories	3 with up to an additional 5 with supplement setback .

Bondurant, IA Boat & RV Storage

2020 NE. 2nd St.
Bondurant, IA 50035

Architectural Site Plan

24121

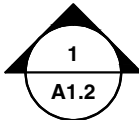
AS1.1

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ARCHITECTURE



SCALE: 1/8" = 1'

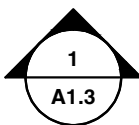


1 Building 2 Floor Plan

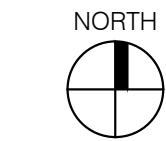
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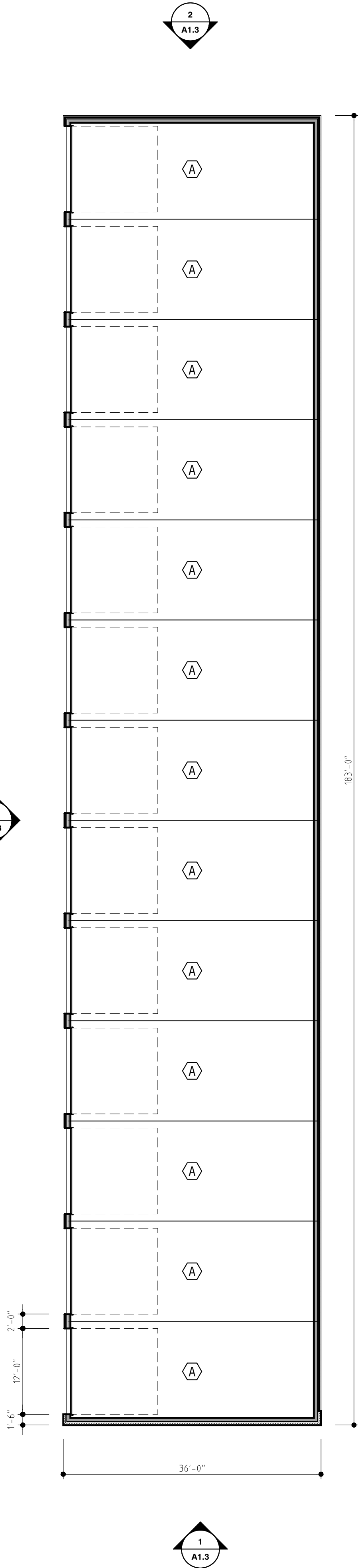
SCALE: 1/8" = 1'



1 Building 3 Floor Plan



Material Legend		
Symbol	Description	Color
①	CMU - Spillface	Light Brown
②	CMU - Burnished	Match 1
③	4" Precast Stone Cap	Light Grey
④	Metal Panel Concealed Fastener	Charcoal Gray
⑤	Metal Panel Concealed Fastener	Bone White
⑥ ⑥'	Overhead Door 8' x 12' 6" = 12' x 14'	Charcoal Gray
⑦	Prefinished Met. Coping	Bone White
⑧	Site Lighting - Wall Pack	Refer to Site Plan
⑨	Metal Roofing	Charcoal Gray

[illegible]

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2020 NE 2nd St.
Bondurant, IA 50035

Building 4 Plans & Elevations

24121

A1.4

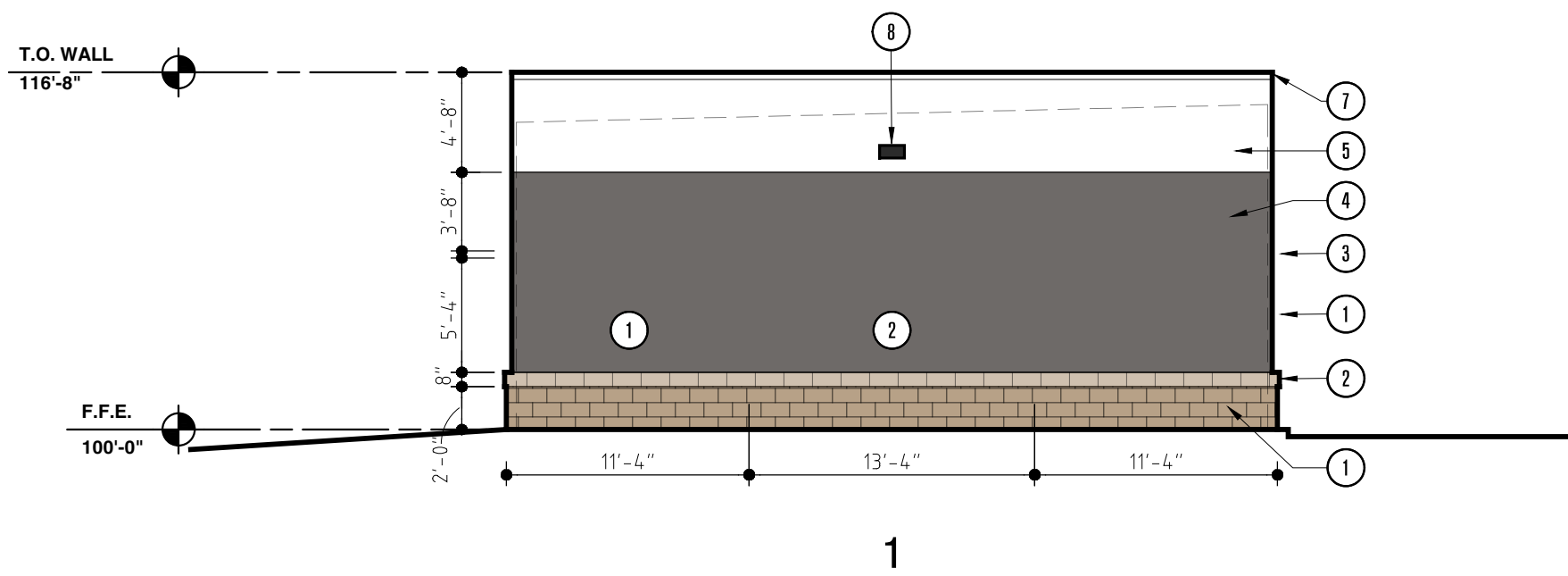


2 Building 4 Exterior Elevations

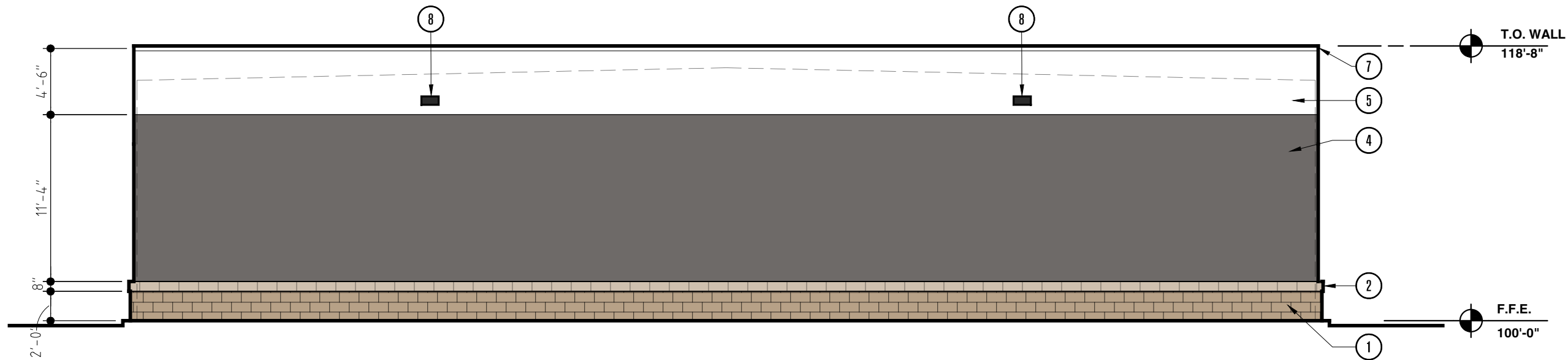
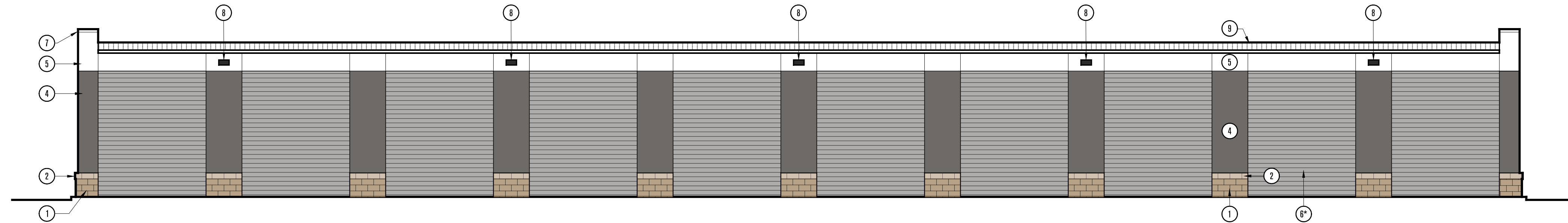
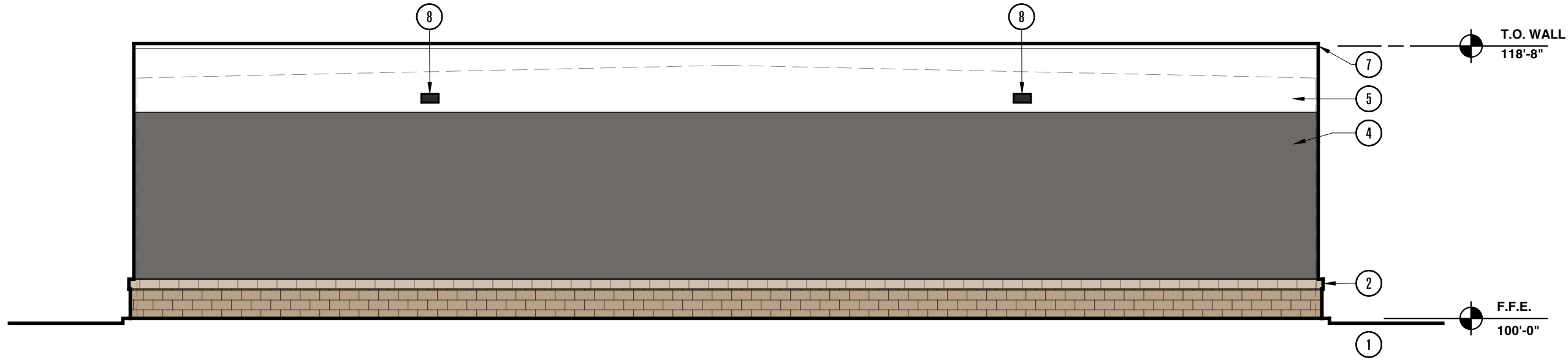
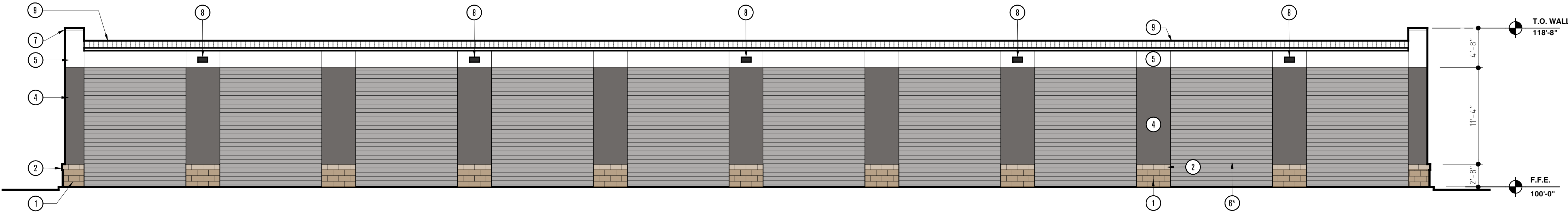
1 Building 4 Floor Plan

SCALE: 3/32" = 1'

Material Legend		
Symbol	Description	Color
①	CMU - Splitface	Light Brown
②	CMU - Burnished	Match 1
③	4" Precast Stone Cap	Light Grey
④	Metal Panel Concealed Fastener	Charcoal Gray
⑤	Metal Panel Concealed Fastener	Bone White
⑥ ⑥'	Overhead Door 9=12' x 12' 9'=12' x 14'	Charcoal Gray
⑦	Prefinished Met. Coping	Bone White
⑧	Site Lighting - Wall Pack	Refer to Site Plan
⑨	Metal Roofing	Charcoal Gray

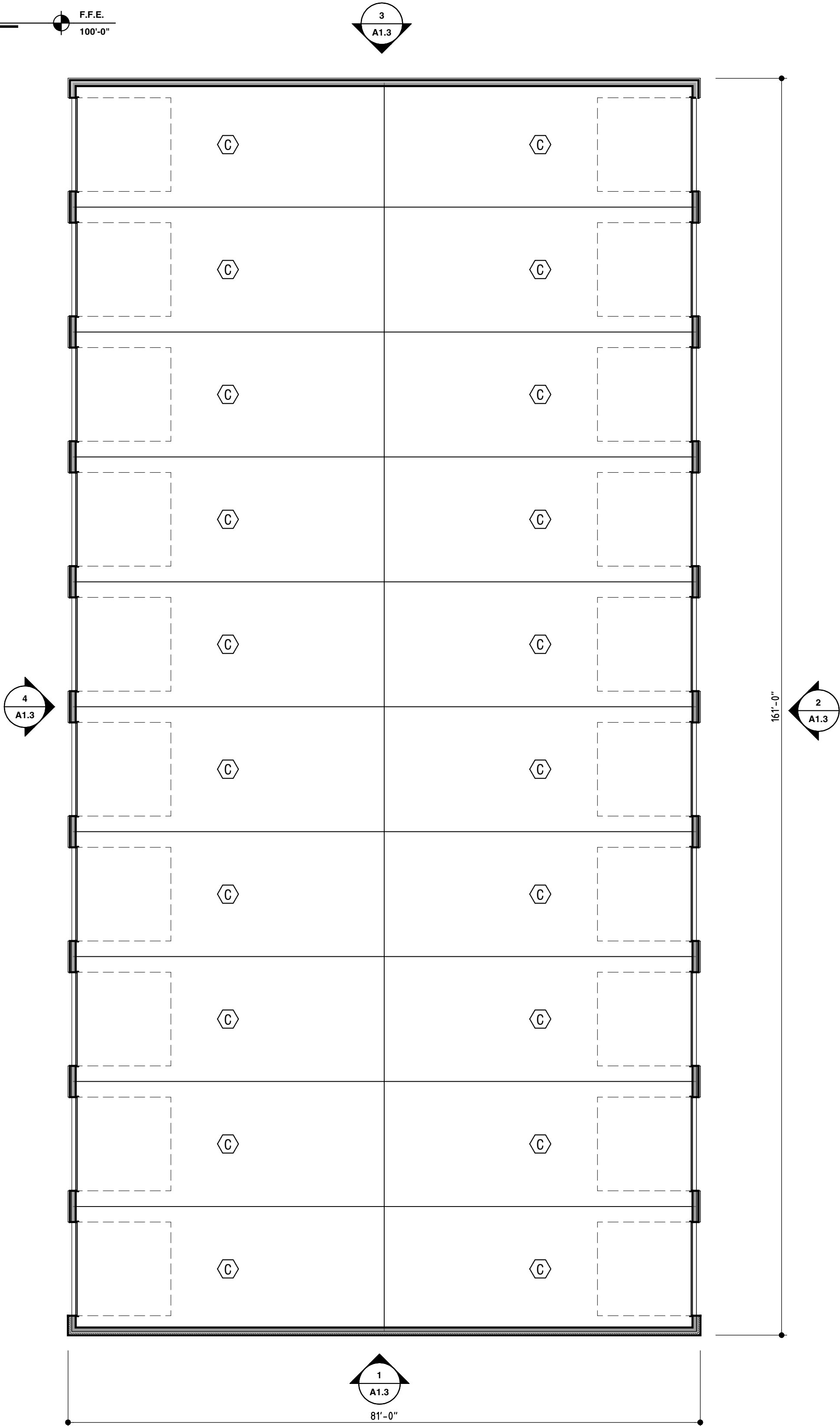
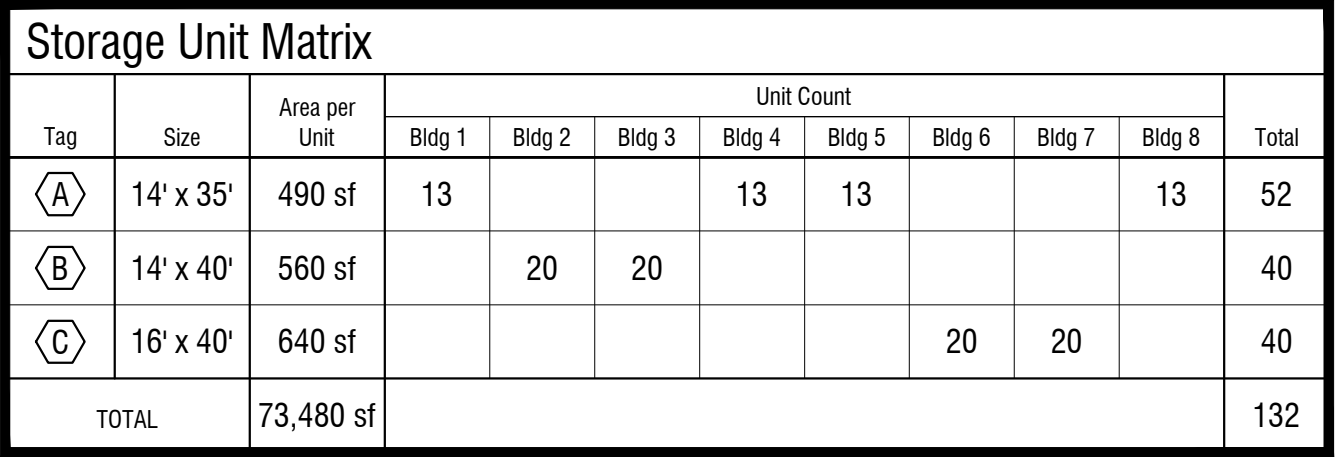


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Symbol	Description	Color
①	CMU - Splitface	Light Brown
②	CMU - Burnished	Match 1
③	4" Precast Stone Cap	Light Grey
④	Metal Panel Concealed Fastener	Charcoal Gray
⑤	Metal Panel Concealed Fastener	Bone White
⑥ ⑥*	Overhead Door 6'-12" x 12' 6"=12' x 14'	Charcoal Gray
⑦	Prefinished Met. Coping	Bone White
⑧	Site Lighting - Wall Pack	Refer to Site Plan
⑨	Metal Roofing	Charcoal Gray

Storage Unit Matrix											
Tag	Size	Area per Unit	Unit Count								
			Bldg 1	Bldg 2	Bldg 3	Bldg 4	Bldg 5	Bldg 6	Bldg 7	Bldg 8	Total
A	14' x 35'	490 sf	13			13	13			13	52
B	14' x 40'	560 sf		20	20						40
C	16' x 40'	640 sf						20	20		40
TOTAL		73,480 sf									132



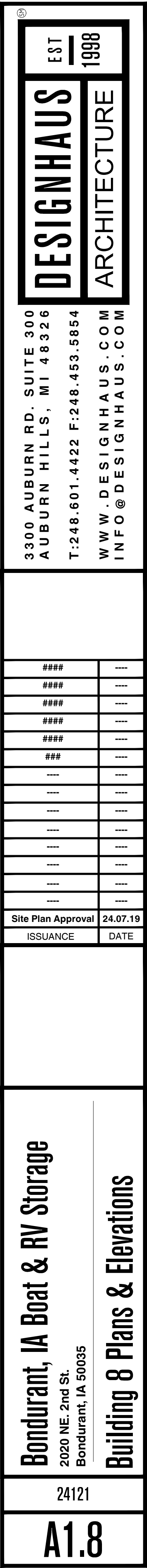
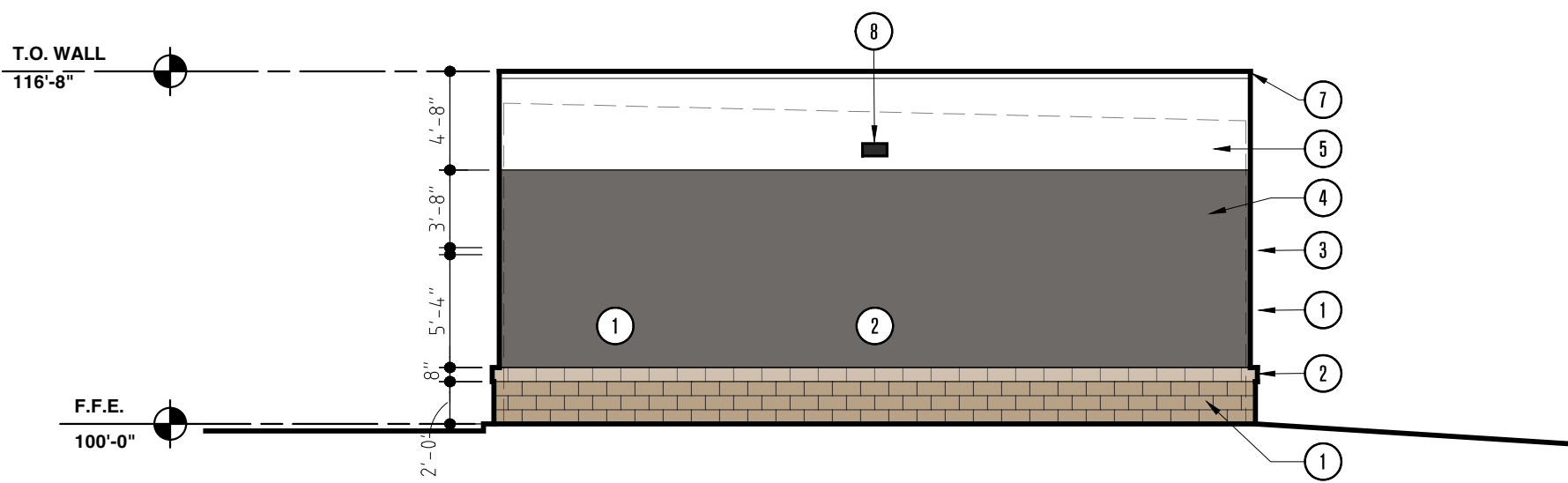
Material Legend		
Symbol	Description	Color
①	CMU - Splitface	Light Brown
②	CMU - Burnished	Match 1
③	4" Precast Stone Cap	Light Grey
④	Metal Panel Corrosion Resistant Fastener	Charcoal Gray
⑤	Metal Panel Corrosion Resistant Fastener	Bone White
⑥ 8"	Overhead Door 8" = 12" x 12" 8" = 12" x 14"	Charcoal Gray
⑦	Prefinished Met. Coping	Bone White
⑧	Site Lighting - Wall Pack	Refer to Site Plan
⑨	Metal Roofing	Charcoal Gray

SCALE: 1/8" = 1'

SCALE: 3/32" = 1'



Material Legend		
Symbol	Description	Color
①	CMU - Spiltface	Light Brown
②	CMU - Burnished	Match 1
③	4" Precast Stone Cap	Light Grey
④	Metal Panel Concealed Fastener	Charcoal Gray
⑤	Metal Panel Concealed Fastener	Bone White
⑥ ⑥'	Overhead Door 9' x 12' x 12" 9" = 12' x 14'	Charcoal Gray
⑦	Prefinished Met. Coping	Bone White
⑧	Site Lighting - Wall Pack	Refer to Site Plan
⑨	Metal Roofing	Charcoal Gray





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

Item No. 8.d.
For Meeting of 8/19/2024
Resolution

TITLE: - Resolution denying the site plan for Featherstone Apartments

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: The City is in receipt of a site plan for review by the Planning & Zoning Commission and City Council for the proposed 10.02-acre parcel of land accessed from 13th Street NE. The site plan applicant is HRC Bondurant LLC. The site plan was prepared by Civil Design Advantage, LLC. The applicants are proposing 200 multi-family units at this location. This property is zoned as being within the City's Planned Unit Development (R-5) District, where the 2021-approved PUD Conceptual Master Plan identified an approved use of Multi-Family development on the southern half of this land and Multi-Family or Commercial development on the northern half of this land. The proposed site plan area is outlined in red below.



When the Planning & Zoning Commission and City Council review site plans, they review for consistency with the following documents: Comprehensive Plan; Zoning Code; and Comments from City Officials.

Consistency with the City's Comprehensive Plan: The Buiding Bondurant Comprehensive Plan identifies high-density residential toward the southern portion of this development area and neighborhood commercial toward the northern portion of this development area.



Consistency with the City's Zoning Code: Below are notes detailing how the Zoning Code is met for this request or what additional information is needed to ensure the Code will be met for this development.



General Use & Bulk Standards

- The site plan labels the required setbacks at this location - a 30' front yard setback, 35' rear yard setback and 10' side yard setback; this is consistent with the setbacks identified in the 2021-approved PUD Conceptual Plan.
- The site plan states the maximum site density is 20 dwelling units per acre; this is consistent with the density established as part of the 2021-approved PUD Conceptual Plan. The site is 10.02 acres and would allow for 200.4 dwelling units, the site plan shows 200 dwelling units.
- The site plan states the maximum building height is 45'; this is consistent with the maximum height requirements noted in the 2021-approved PUD Conceptual Plan.

Parking/Drive Areas

- The site plan does not show the correct road proposed alignment of 16th Street NE (AKA NE 86th Avenue) intersecting with Highway 65. The proposed draft intersection realignment route shown in the 2021-approved PUD Conceptual Plan and the 2021-approved Preliminary Plat has since changed per the City's further investigation of traffic safety in this area while also factoring in feedback received from the Iowa Department of Transportation. The Bondurant City Council hired Veenstra & Kimm in August 2022 to create a conceptual design of the proposed relocated intersection area well in advance of this proposed FY2028 street construction project, where the updated draft route cuts further south than what the developer is proposing on the attached site plan. The developer has known of this updated draft alignment since 2022 and is referencing the outdated proposed intersection alignment in its submitted plans.

Below please find relevant Zoning and Subdivision Code section related to this topic:

- Section 179.01.2.B of the Zoning Code states, "the proposed development shall have entrances and exits upon adjacent streets and such internal traffic circulation pattern will not unduly increase congestion on adjacent or surrounding public streets or create undue hazards to traffic safety".
- Section 179.01.2.F of the Zoning Code states, "the proposed development shall not unduly increase the public danger of fire or diminish the public safety, and shall be designed to adequately safeguard the health and safety, safety, and general welfare of the public and of persons residing and working in the development and in the adjoining or surrounding property".
- The area proposed as part of the submitted site plan is located in Outlot X and a portion of Outlot Y of the recorded Featherstone Plat 2 Final Plat. Per the released recorded resolution approving Featherstone Plat 2, "That Outlot Y and Outlot X are not currently developable until a future final plat(s) is submitted for these areas, where such future final plat(s) shall take into account right-of-way needs for the realigned intersection; this verbiage aligns with the intent of Section 180.05.1A of the Subdivision Code, which reads the following related to streets, "All proposed plats and subdivisions shall also conform to additional proposed street plans as set out by the City" and also Section 180.05.1.C, Circulation, "The street pattern shall provide ease of circulation within the subdivision as well as convenient access to adjoining streets, thoroughfares, or unsubdivided land as may be required by the Commission".
- Two access points are provided to the site from 13th Street NE.
- The northern access point to 13th Street NE has not been platted at this time. The applicants have acknowledged a Final Plat will be submitted to the City creating this parcel and the extension of 13th Street NE. Applicant also notes construction of the three 45-unit apartment buildings cannot take place until the north public access point and necessary utilities are available for connections.
- The cover page breaks down the required parking spaces required per multi-family residential buildings. A total of 364 parking spaces are required, the applicant is proposing 365 parking spaces.
- The site plan shows the parking/drive area are at least 10' from all property lines.
- The site plan shows that all parking/drive areas will be paved as required by Section 177.10.2 of the Zoning Code.
- The site plan shows parking spaces will be provided with raised curbing or equivalent, as is required by Section 177.10.8. on page 11 of the submitted site plan.

- Applicant submitted traffic turning model at the request of Veenstra & Kimm to demonstrate the internal travel lanes are wide enough to service garbage trucks and emergency vehicles.

Stormwater, Utilities & Natural Features

- A stormwater management report has been submitted for review by the City Engineer. Veenstra & Kimm has reviewed and deemed it meets the City's requirements.
- This property is located within the Urban Service Area Sanitary Sewer Connection Fee District. An invoice has been sent to the applicant
- This property is located within the 16th St NE (Pleasant St NE to NE Hubbell Ave) Water Connection Fee District. An invoice has been sent to the applicant.
- This site is not situated within FEMA's 100-year floodplain.
- This site is not situated within the City's Stream Buffer Ordinance area.

Architectural Standards

- Architectural elevations have been submitted to staff and meet architectural design standards as described in Section 179.01.2.I.5.
- The architectural elevations show the proposed building will be constructed primarily of vinyl lap siding with centurion stone which are allowable primary materials per Section 179.01.2.I.2.

Other Site Plan Features

- A landscaping plan has been submitted to staff and meets the requirements of Chapter 182.

Comments from City Officials:

The following City departments were notified of the submitted site plan:

1. Public Works - reviewed and all comments have been addressed, except for the following: the site plan does not show the correct road alignment of 16th Street NE (AKA NE 86th Avenue) intersecting with Highway 65.
2. Engineering – reviewed and all comments have been addressed, except for the following: the site plan does not show the correct road alignment of 16th Street NE (AKA NE 86th Avenue) intersecting with Highway 65.
3. Fire Department - reviewed and all comments have been addressed.

Additional History and Timeline

On December 20, 2021, the City Council adopted resolution 211220-356 (attached) that approves the Top Farms Property Preliminary Plat subject to:

1. That the comments noted as part of Bob Veenstra's review memo must be addressed as part of a resubmitted preliminary plat or eventual detailed construction plans.
2. That the required Traffic Impact Study must be finalized, and findings of this study must be reflected in the updated preliminary plat if necessary.
3. Acknowledgement that the Top Farms Property Preliminary Plat proposes a combination of public parkland dedication and fees in lieu. Such fees will be due as part of the final plat phasing process. The fees in lieu will be determined by an appraiser after the improvements of the final plat have been finalized.
4. That Top Farms Property Preliminary Plat be updated to note the existing zoning as R-5 Planned Unit Development (R-5) and not A-1.
5. That feedback relayed by MidAmerican Energy Company must be taken into account as part of a resubmitted preliminary plat.
6. That payment into the connection fee district fee areas will be due at each time a final plat is considered.
7. That there will be a developer cost-share responsibility of the 16th Street NE/NE 86th Avenue corridor as noted in a summary to the developer's engineer in September 2021.

Following the adoption of the preliminary plat, City staff followed up with V&K to work on the traffic study and cost-share items. Following is a brief recap of dates/events related to the traffic study and the cost-share responsibility items to which the preliminary plat is subject.

- February 2022: V&K completed the Featherstone Traffic Impact Study and sent it to the City. The summary of findings related to Highway 65 intersection: realign to connect to Highway 65 as a 3-lane section, realign east leg to eliminate skew, construct southwest bound right turn lane per DOT requirements, signalize intersection.
- February 18, 2022: City staff met with Steve Moseley and Emily Harding, regarding the traffic study and development agreement.
- August 2022: Moving the project forward, the City invested in a professional services agreement to include a conceptual design of the relocated intersection of 16th Street NE/NE 80th Street/Highway 65. The City council approved an amendment to the professional services agreement on August 1, 2022, to include the conceptual design of the relocated intersection that would maximize public safety.
- September 12, 2022: City staff met Steve Moseley to discuss the updated draft intersection alignment concept. Staff discussed the public safety

- October 6, 2022: The City received written confirmation from the DOT that, "...the reconstruction would be a safety improvement."
- October 10, 2022: Planning Director Maggie Murray sent Steve Moseley the Iowa DOT's feedback confirming that the updated concept for the intersection realignment is acceptable to the DOT, as it is a safety improvement.
- October 13, 2022: After correspondence related to the resolution of the right-in; right-out discussion (for which the City and V&K advocated for Hubbell), Caleb Smith sent Maggie Murray an email stating, "If the folks with V&K believe there is an option for 86th reconstruction/realignment that leaves our access point at 14th open, then I agree, no need for a meeting right now. I do think a meeting once the revised geometrics are developed would be good." The email asked, "...has there been any Opinions of Cost for this roadwork, specifically for the portion we are partially responsible for in our Development Agreement?"
- November 7, 2022: Resolution 221107- 243 approving the Featherstone Plat 1 Final Plat and Resolution 221107-244 Featherstone Townhomes Plat 1 Final Plat were adopted, subject to a variety of provisions, including that the developer and the City of Bondurant enter into a development agreement regarding the following topics – cost share the 16th Street NE public street improvements and water main upsizing.
- December 19, 2022: Resolution 221219-294 approving the Featherstone Plat 2 Final Plat was adopted, subject to the developer and the City of Bondurant enter into a development agreement regarding the following topics – cost share and right-of-way needs of the 16th Street NE public street improvements and water main upsizing. The resolution also noted that Outlot 'Y' or Outlot 'X' are not currently developable until a future final plat(s) is submitted for these areas, where such future final plat(s) shall take into account right-of-way needs for the realigned intersection.
- February 7, 2023: City received email from Caleb Smith with a proposal to finalize the development agreement.
- February 2023 – May 2024: City and Hubbell Representatives met regarding the development agreement, cost opinion of the street improvements, and cost-share, as well as the discussion of the relocated intersection alignment that arose from the traffic study recommendations.
- August 8, 2024: Planning and Zoning Commission met to consider a site plan submittal from Hubbell that included an outdated street alignment. The Commission ultimately recommended denial of the site plan. As part of that discussion, staff noted that:
 1. Section 179.01.2.B of the Zoning Code states, "the proposed development shall have entrances and exits upon adjacent streets and such internal traffic circulation pattern will not unduly increase congestion on adjacent or surrounding public streets or create undue hazards to
 2. traffic safety".
 3. Section 179.01.2.F of the Zoning Code states, "the proposed development shall not unduly increase the public danger of fire or diminish the public safety, and shall be designed to adequately safeguard

the health and safety, safety, and general welfare of the public and of persons residing and working in the development and in the adjoining or surrounding property".

4. The area proposed as part of the submitted site plan is located in Outlot X and a portion of Outlot Y of the recorded Featherstone Plat 2 Final Plat.
5. Per the released recorded resolution approving Featherstone Plat 2, "That Outlot Y and Outlot X are not currently developable until a future final plat(s) is submitted for these areas, where such future final plat(s) shall take into account right-of-way needs for the realigned intersection; this verbiage aligns with the intent of Section 180.05.1A of the Subdivision Code, which reads the following related to streets, "All proposed plats and subdivisions shall also conform to additional proposed street plans as set out by the City" and also Section 180.05.1.C, Circulation, "The street pattern shall provide ease of circulation within the subdivision as well as convenient access to adjoining streets, thoroughfares, or unsubdivided land as may be required by the Commission."

At the Planning and Zoning Commission, the applicant posited that there is an adopted preliminary plat; however, the items to which the preliminary plat approval was subject have not yet been fulfilled, specifically items 1, 2, and 7.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning and Zoning Commission voted 3-2 to recommend denial of the submitted site plan at their August 8, 2024, meeting. A resolution to deny is attached for consideration based on the Commission's recommendation; however staff recommends tabling.

Staff recommends tabling the submitted site plan until the criteria outlined in items 1, 2, and 7 of Resolution 211220-356, to which the approval of the Top Farms (AKA Featherstone) Preliminary Plat were subject, have been addressed. Those items are:

1. That the comments noted as part of Bob Veenstra's review memo must be addressed as part of a resubmitted preliminary plat or eventual detailed construction plans.
2. That the required Traffic Impact Study must be finalized, and findings of this study must be reflected in the updated preliminary plat if necessary.
7. That there will be a developer cost-share responsibility of the 16th Street NE/NE 86th Avenue corridor as noted in a summary to the developer's engineer in September 2021.

Staff recommends tabling because the full approval of the preliminary plat that would include the adoption of guidance from the Traffic Study that relates to public safety, is not yet complete and the area which covers the site plan submitted applicant is shown as outlots.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240819-192
2. Featherstone Apartments Site Plan_02_2024-06-28
3. Featherstone Apartments - Turning Movements 2024-06-18
4. Featherstone Apartments Elevations - 5.30.24

CITY OF BONDURANT
RESOLUTION NO. 240819-192

RESOLUTION DENYING THE SITE PLAN FOR FEATHERSTONE APARTMENTS

WHEREAS, HRC Bondurant LLC has submitted the site plan for the Featherstone Apartments described as follows:

THAT PART OF THE EAST ½ OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA LYING NORTHERLY OF NE HUBBELL ROAD (US HIGHWAY 65) AND LYING NORTHERLY OF FEATHERSTONE TOWNHOMES PLAT 2, AN OFFICIAL PLAT.

WHEREAS the zoning for the property is Planned Unit Development (R-5) District and multi-family residential and townhome residential uses are allowable;

WHEREAS the Planning and Zoning Commission voted 3-2, to recommend denial of the submitted site plan at their August 8, 2024, meeting.

NOW, THEREFORE, BE IT RESOLVED, based on the recommendation of the Planning and Zoning Commission, that the City Council of the City of Bondurant, Iowa, the submitted site plan is hereby denied.

BE IT FURTHER RESOLVED that the City Council finds grounds for denial in that items 1, 2, and 7 in Resolution 211220-356, to which the preliminary plat was subject, have not been fulfilled.

BE IT FINALLY RESOLVED that the full approval of the preliminary plat that would include the adoption of guidance from the Traffic Study that relates to public safety, is not yet complete.

Passed this 19th 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.

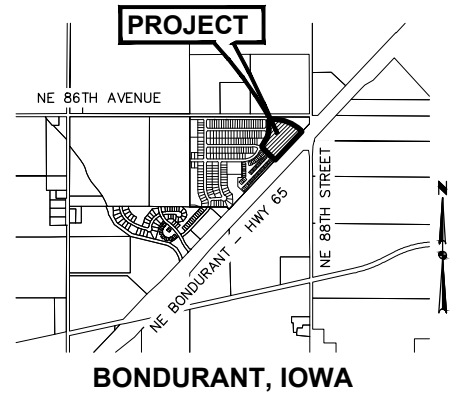
Shelby Hagan, City Clerk

Action	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

SITE PLAN FOR:
FEATHERSTONE APARTMENTS
BONDURANT, IOWA

VICINITY MAP

NOT TO SCALE



OWNER/APPLICANT

HRC BONDURANT LLC
CONTACT: MICHAEL BIALAS
6900 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

ENGINEER

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: EMILY HARDING
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH. (515) 369-4400
FX. (515) 369-4410

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: CHARLIE MCGLOTHLEN
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PH. (515) 369-4400
FX. (515) 369-4410

ARCHITECT

SIMONSON & ASSOCIATES INC.
CONTACT: STEPHANIE POOLE
1717 INGERSOLL AVE. #117
DES MOINES, IA 50309
PH. (515) 440-5626

SUBMITTAL DATES

FIRST SUBMITTAL: 5/30/2024
SECOND SUBMITTAL: 6/28/2024

LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA LYING NORTHERLY OF NE HUBBELL ROAD (US HIGHWAY 65) AND LYING NORTHERLY OF FEATHERSTONE TOWNHOMES PLAT 2, AN OFFICIAL PLAT.

ZONING

R-5 PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

LAND USE

APARTMENTS

DEVELOPMENT SUMMARY

AREA: 10.02 ACRES (436,302 SF)

SETBACKS (APARTMENTS)

FRONT: 30 FT
REAR: 35 FT PRINCIPAL STRUCTURE
SIDE: 10 FT PRINCIPAL STRUCTURE

UNCOVERED DECKS MAY ENCROACH INTO THE REAR SETBACK UP TO 10 FT FROM REAR PROPERTY LINE. COVERED DECKS MUST MEET REAR YARD SETBACK.

MIN. DISTANCE BETWEEN BUILDINGS = 15 FT

MAXIMUM HEIGHT = 45 FT

OPEN SPACE CALCULATION:

TOTAL SITE = 436,302 (10.02 AC.)
BUILDINGS = 38,520 SF
PARKING AREAS/DRIVES = 126,757 SF
OPEN SPACE PROVIDED = 271,025 SF (62.1%)

DENSITY:

200 UNITS (20.0 UNITS PER ACRE)
MAX. DENSITY = 20 DU/AC (APARTMENTS)

PARKING SUMMARY

REQUIRED PARKING PER 4-UNIT APARTMENT BUILDING

2 SPACES PER 2+ BEDROOM UNIT = 8 SPACES/BUILDING
8 SPACES x 1 BUILDING = 8 SPACES

REQUIRED PARKING PER 5-UNIT APARTMENT BUILDING

2 SPACES PER 2+ BEDROOM UNIT = 10 SPACES/BUILDING
10 SPACES x 5 BUILDINGS = 50 SPACES

REQUIRED PARKING PER 6-UNIT APARTMENT BUILDING

2 SPACES PER 2+ BEDROOM UNIT = 12 SPACES/BUILDING
12 SPACES x 6 BUILDINGS = 72 SPACES

REQUIRED PARKING PER 45-UNIT APARTMENT BUILDING

1.5 SPACE PER 1 BEDROOM UNIT = 38 SPACES
2 SPACES PER 2+ BEDROOM UNIT = 40 SPACES
REQUIRED PARKING = 78 SPACES/BUILDING
78 SPACES x 3 BUILDINGS = 234 SPACES

TOTAL REQUIRED = 364 SPACES

TOTAL PROVIDED = 365 SPACES

BENCHMARKS

- BURY BOLT ON HYDRANT AT SW CORNER OF TOP FARMS PROPERTY
ELEVATION=945.14
- BURY BOLT ON HYDRANT AT SW CORNER OF MALLARD & 3RD STREET
ELEVATION=963.51

INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	EXISTING SITE
3-7	DIMENSION PLAN
8-12	GRADING PLAN
13-17	UTILITY PLAN
18	DETAILS
19-20	LANDSCAPE PLAN

GENERAL LEGEND

PROPOSED

PROJECT BOUNDARY	—————
LOT LINE	-----
SECTION LINE	- - - - -
CENTER LINE	-----
RIGHT OF WAY	=====
PERMANENT EASEMENT	- - - - -
TEMPORARY EASEMENT	-----
TYPE SW-501 STORM INTAKE	
TYPE SW-503 STORM INTAKE	
TYPE SW-505 STORM INTAKE	
TYPE SW-513 STORM INTAKE	
TYPE SW-401 STORM MANHOLE	
TYPE SW-402 STORM MANHOLE	
TYPE SW-301 SANITARY MANHOLE	
STORM/SANITARY CLEANOUT	
WATER VALVE	
FIRE HYDRANT ASSEMBLY	
SIGN	
DETECTABLE WARNING PANEL	
STORM SEWER STRUCTURE NO.	
STORM SEWER PIPE NO.	
SANITARY SEWER STRUCTURE NO.	
SANITARY SEWER PIPE NO.	
SANITARY SEWER WITH SIZE	
SANITARY SERVICE	
STORM SEWER	
STORM SERVICE	
WATERMAIN WITH SIZE	
WATER SERVICE	
SAWCUT (FULL DEPTH)	
SILT FENCE	
MINIMUM OPENING ELEVATION	MOE

EXISTING

SANITARY MANHOLE	
WATER VALVE BOX	
FIRE HYDRANT	
WATER CURB STOP	
WELL	
STORM SEWER MANHOLE	
STORM SEWER SINGLE INTAKE	
STORM SEWER DOUBLE INTAKE	
FLARED END SECTION	
ROOF DRAIN/ DOWNSPOUT	
DECIDUOUS TREE	
CONIFEROUS TREE	
DECIDUOUS SHRUB	
CONIFEROUS SHRUB	
ELECTRIC POWER POLE	
GUY ANCHOR	
STREET LIGHT	
POWER POLE W/ TRANSFORMER	
UTILITY POLE W/ LIGHT	
ELECTRIC BOX	
ELECTRIC TRANSFORMER	
ELECTRIC MANHOLE OR VAULT	
TRAFFIC SIGN	
TELEPHONE JUNCTION BOX	
TELEPHONE MANHOLE/VAULT	
TELEPHONE POLE	
GAS VALVE BOX	
CABLE TV JUNCTION BOX	
CABLE TV MANHOLE/VAULT	
MAIL BOX	
BENCHMARK	
SOIL BORING	
UNDERGROUND TV CABLE	
GAS MAIN	
FIBER OPTIC	
UNDERGROUND TELEPHONE	
OVERHEAD ELECTRIC	
UNDERGROUND ELECTRIC	
FIELD TILE	
SANITARY SEWER W/ SIZE	
STORM SEWER W/ SIZE	
WATER MAIN W/ SIZE	

ALL CONSTRUCTION SHALL CONFORM TO THE SOILS REPORT PREPARED BY CONSTRUCTION MATERIALS TESTING (CMT), PN 212080TOP, DATED AUGUST 6, 2021.

THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF BONDURANT GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

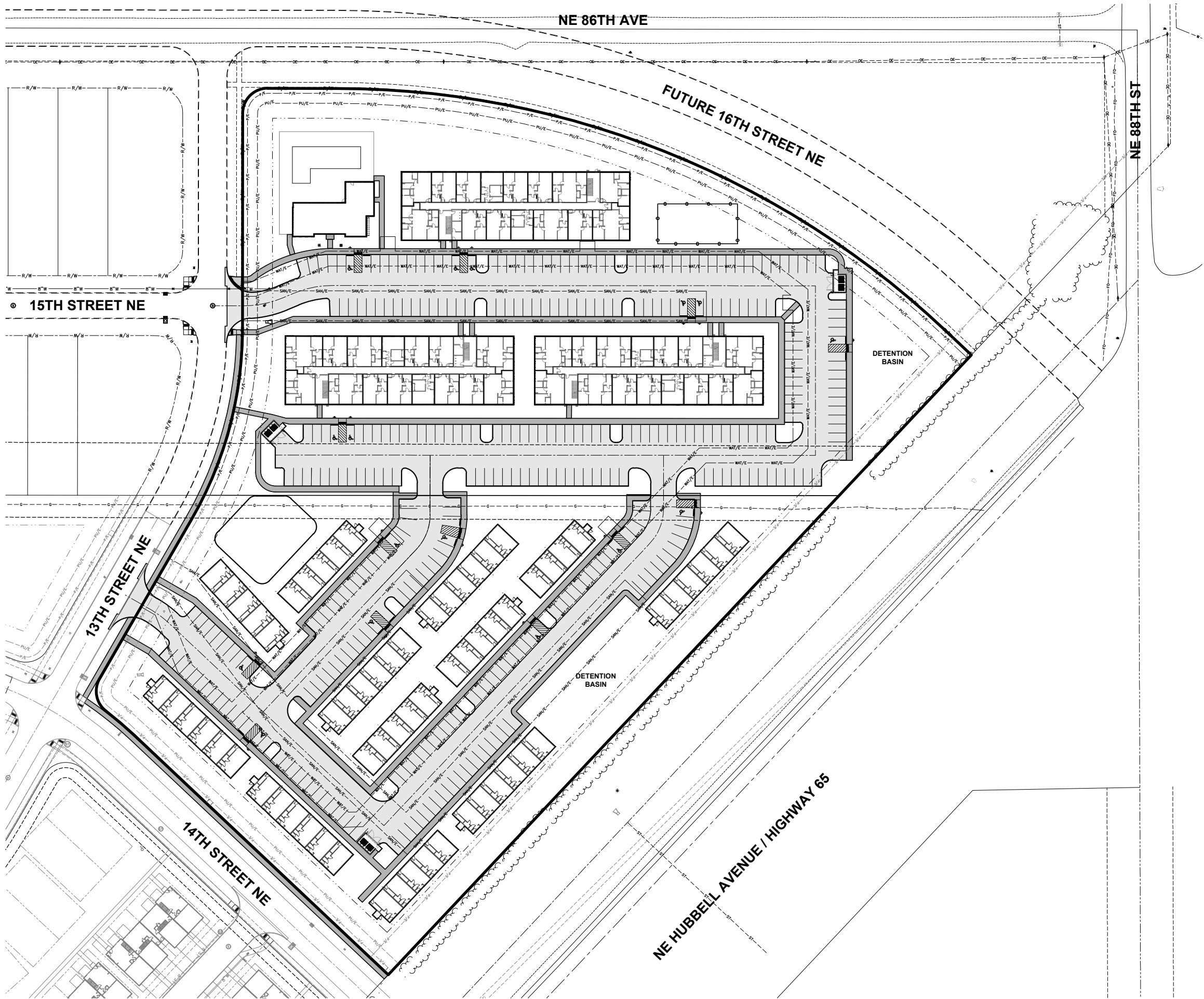
THE 2024 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA. EMILY HARDING, P.E. DATE _____ LICENSE NUMBER 19972 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025 PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1 - 18
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CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE, URBANDALE, IA 50322
PH: (515) 369-4400 Fax: (515) 369-4410
PROJECT NO. 2305.313

FEATHERSTONE APARTMENTS

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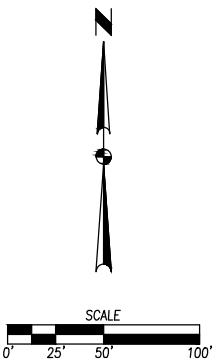


GENERAL NOTES

1. THE 2024 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, 2020 WAUKEE SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION DIVISION.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W./ EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY'S STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY AND PRIOR TO ANY RAIN EVENT.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
18. SIDEWALKS AND RAMPS SHALL MEET ALL ADA REQUIREMENTS.
19. THE 45-UNIT APARTMENT BUILDINGS SHALL NOT BE CONSTRUCTED UNTIL THE NORTH PUBLIC STREET ACCESS, PUBLIC SANITARY SEWER, AND PUBLIC WATER MAIN ARE AVAILABLE FOR CONNECTIONS.

PAVEMENT THICKNESS

- | | |
|------------------------------|-----------|
| 1. SIDEWALKS | 4" P.C.C. |
| 2. PARKING SPACES/CURB RAMPS | 6" P.C.C. |
| 3. DRIVES | 7" P.C.C. |



FEATHERSTONE APARTMENTS
DIMENSION PLAN OVERALL

3
20

2305.313

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

ENGINEER: ENH

TECH:

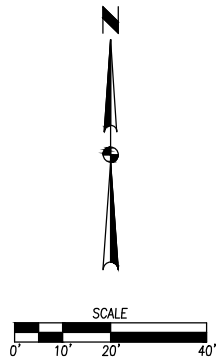
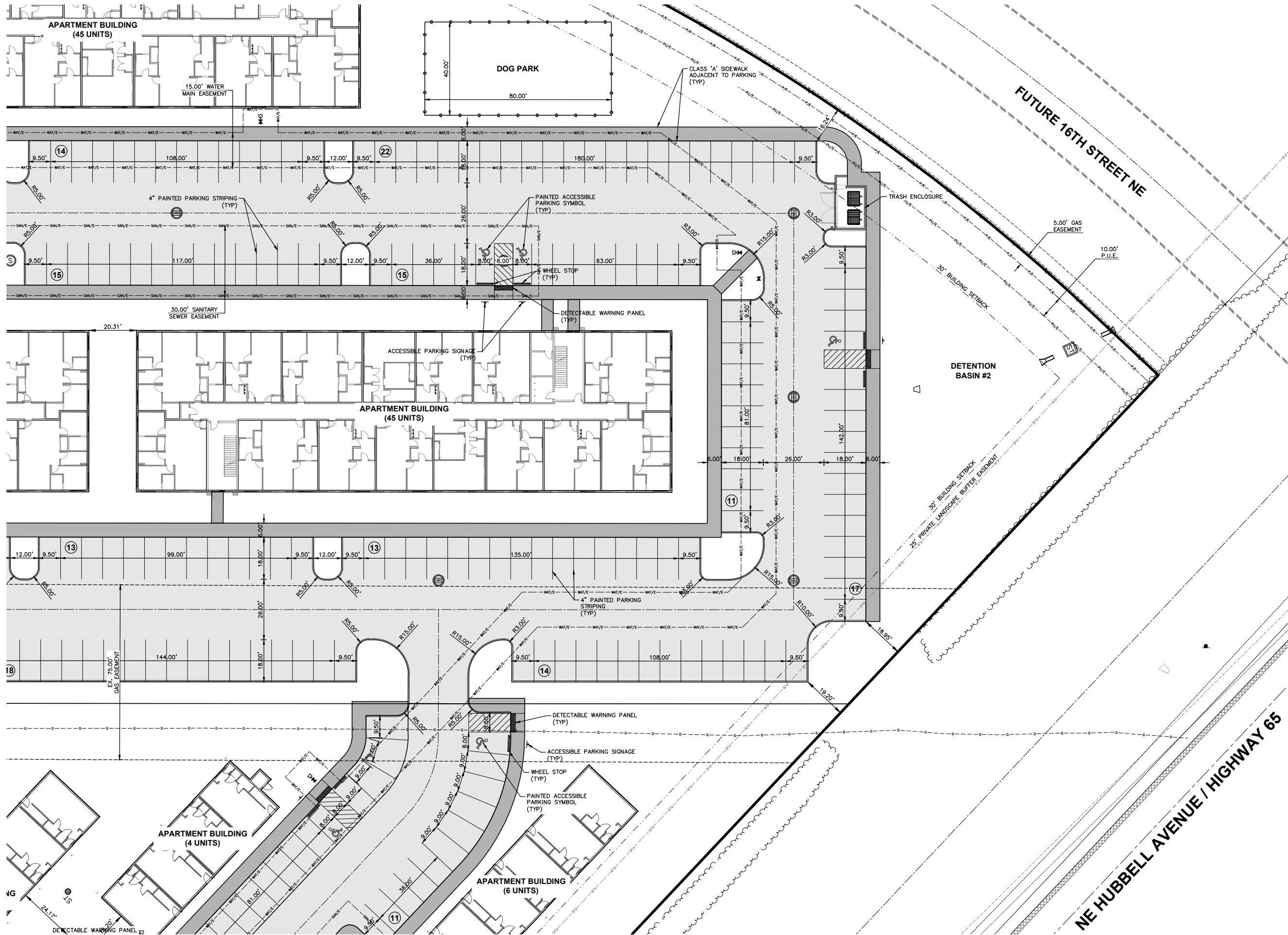
CIVIL DESIGN ADVANTAGE

BONDURANT, IOWA

DATE	REVISIONS	SECOND SUBMITTAL	FIRST SUBMITTAL
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05-30-2024			

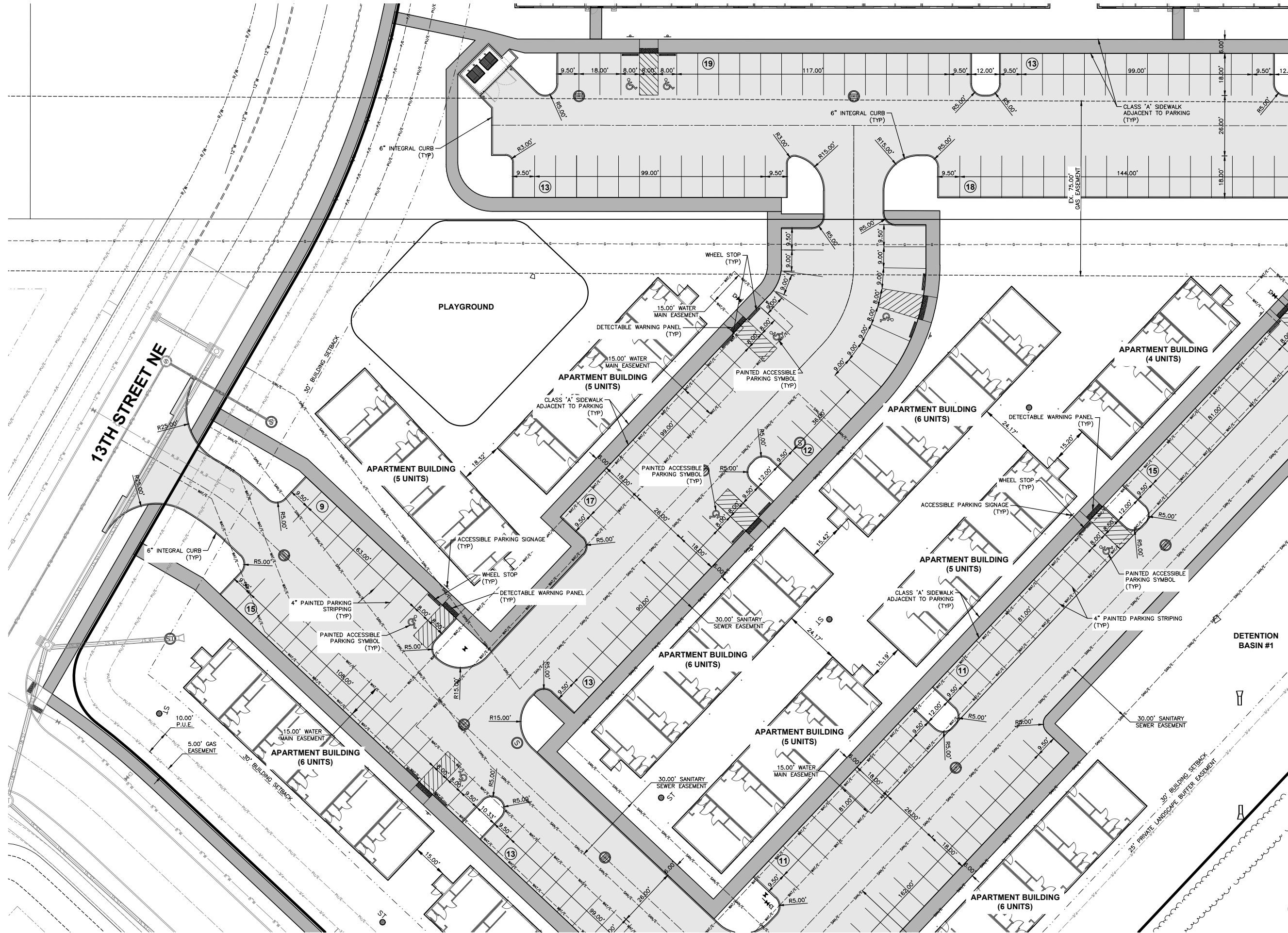


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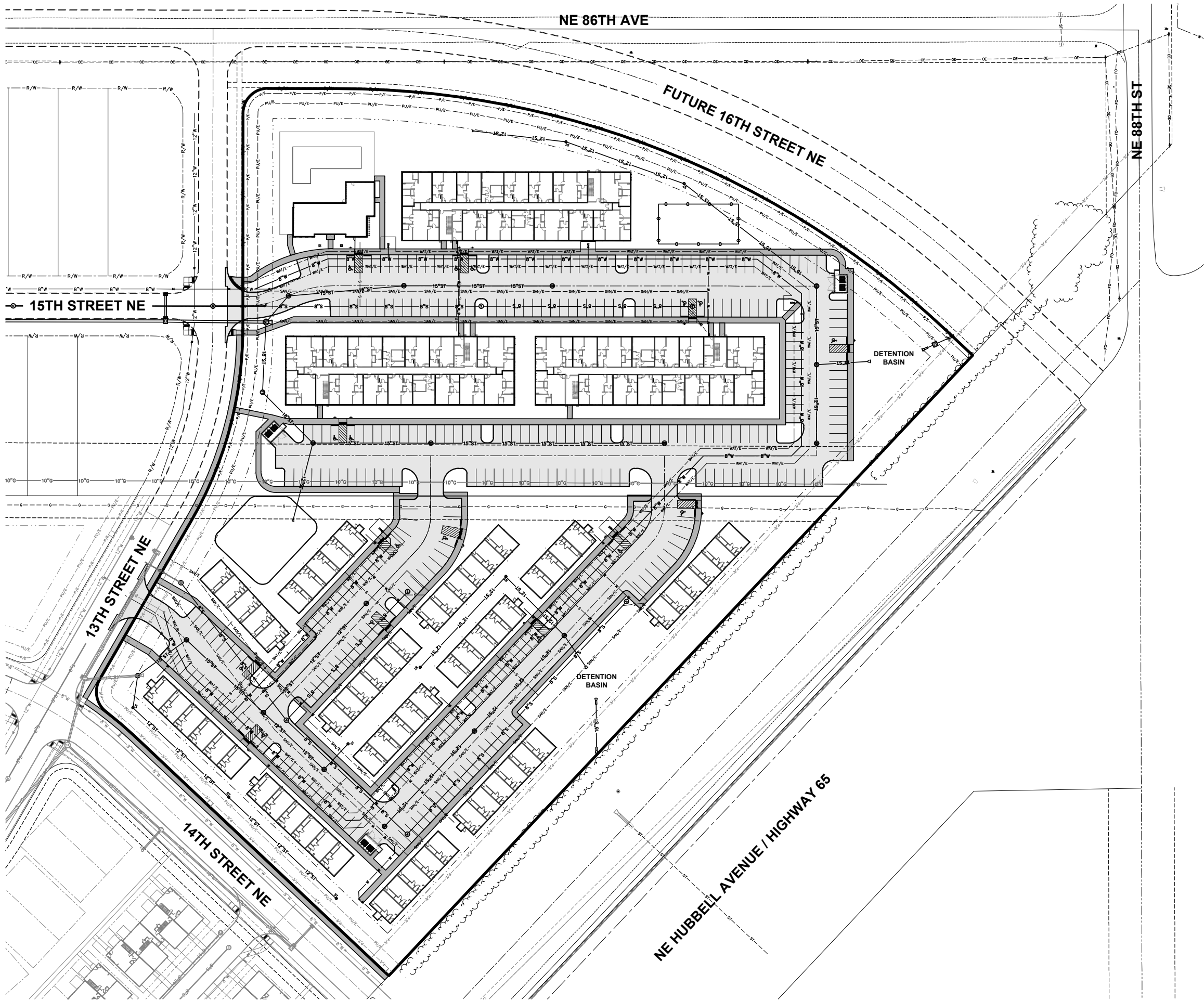
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FEATHERSTONE APARTMENTS	
DIMENSION PLAN	
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BONDURANT, IOWA	
CIVIL DESIGN ADVANTAGE	
ENGINEER: ENH	
TECH:	
4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PHONE: (515) 369-4400	
REVISIONS	DATE
SECOND SUBMITTAL	06-28-2024
FIRST SUBMITTAL	05-30-2024

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GRADING NOTES

1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO CITY'S BUILDING DIVISION.
2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 8" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
3. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
4. ALL SPOT ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
5. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
6. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
7. THE CONTRACTOR SHALL CONFINED HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
8. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
9. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
10. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
11. SIDEWALKS:
 - MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE.
12. DEPTH: LONGITUDINAL 1/3, TRANSVERSE 1/4.
THE GRADING OF THE DETENTION FACILITIES, INSTALLATION OF THE STORM SEWER SYSTEM (IF APPLICABLE), AND THE INSTALLATION OF THE STANDPIPES (IF APPLICABLE) SHALL BE COMPLETED AND FUNCTIONAL PRIOR TO ANY INCREASE IN IMPERVIOUS SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/ INSTALLED AS SOON AS PRACTICAL.

FEATHERSTONE APARTMENTS
GRADING PLAN OVERALL

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400



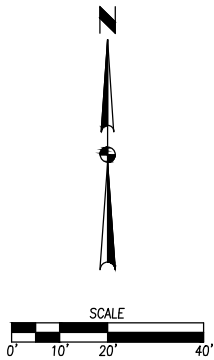
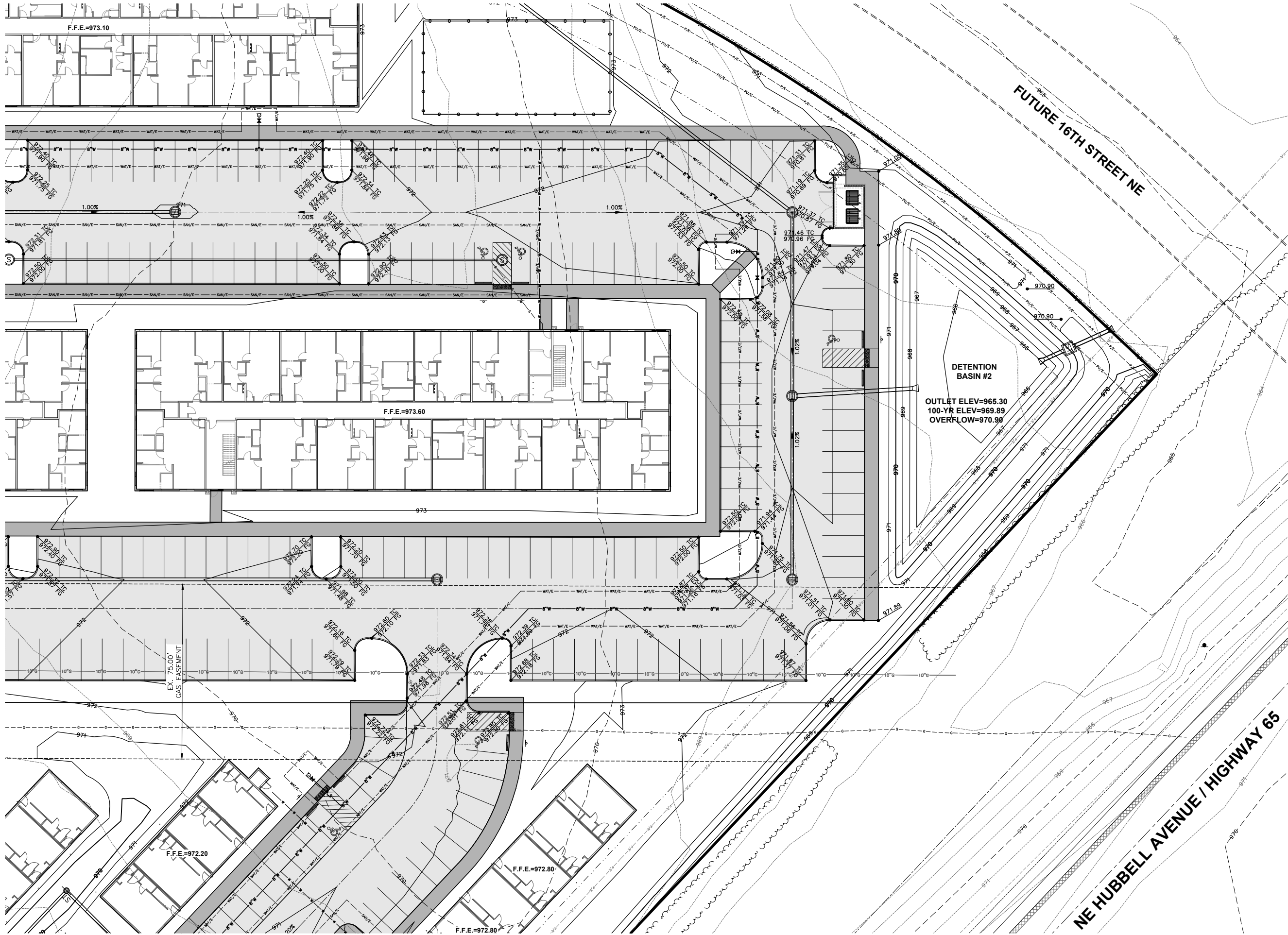
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ENGINEER: ENH

TECH:

DATE	REVISIONS	SECOND SUBMITTAL	FIRST SUBMITTAL
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05-30-2024			

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FEATHERSTONE APARTMENTS
GRADING PLAN

10/20
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URBANDALE, IA 50322
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BONDURANT, IOWA

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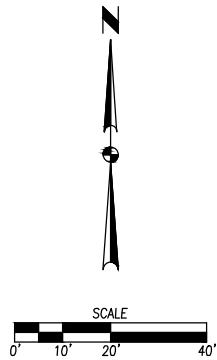
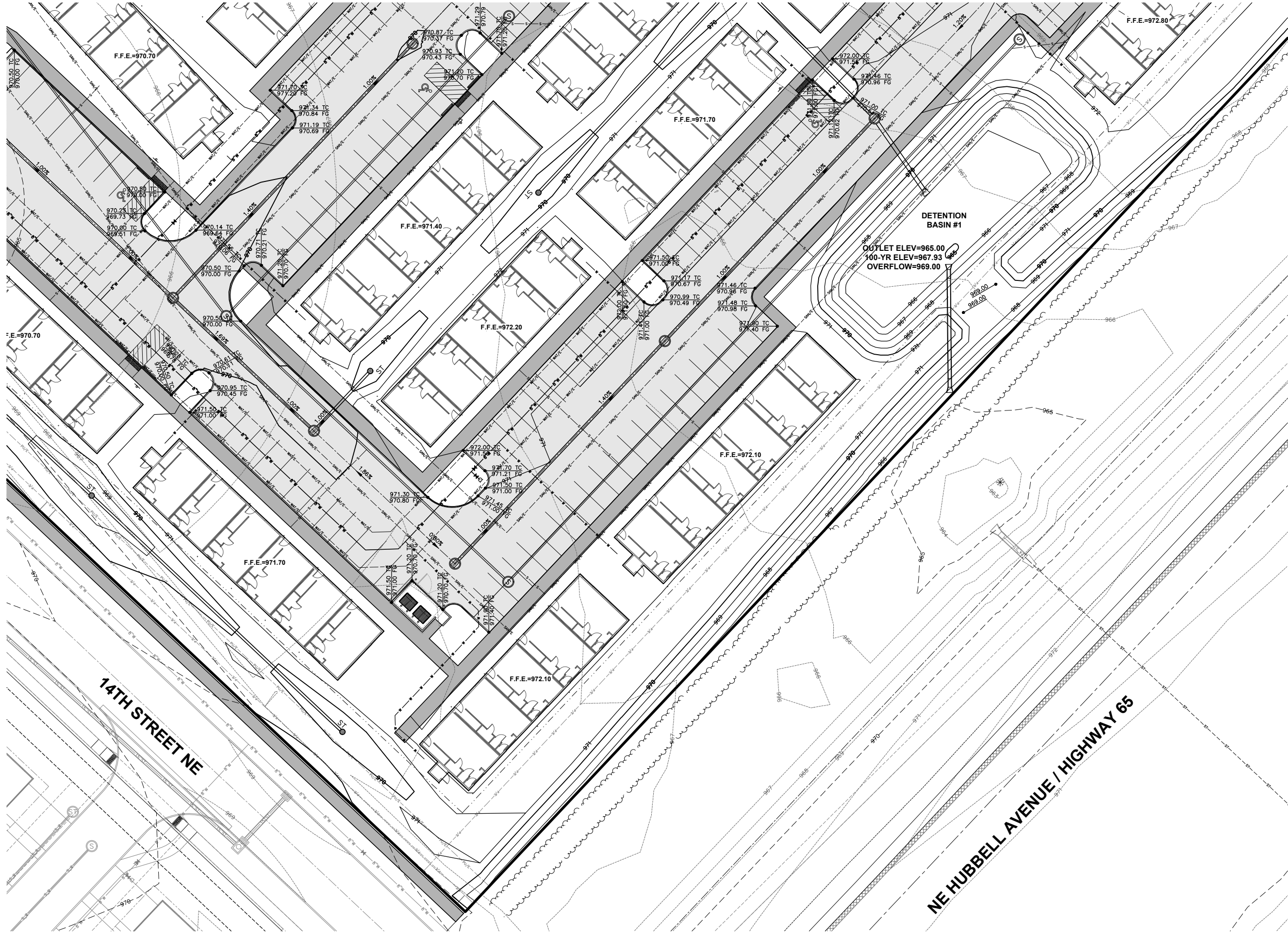
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FIRST SUBMITTAL

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FEATHERSTONE APARTMENTS
GRADING PLAN

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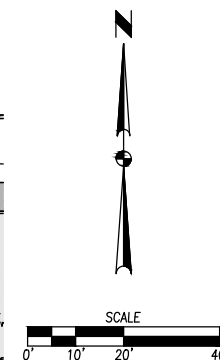
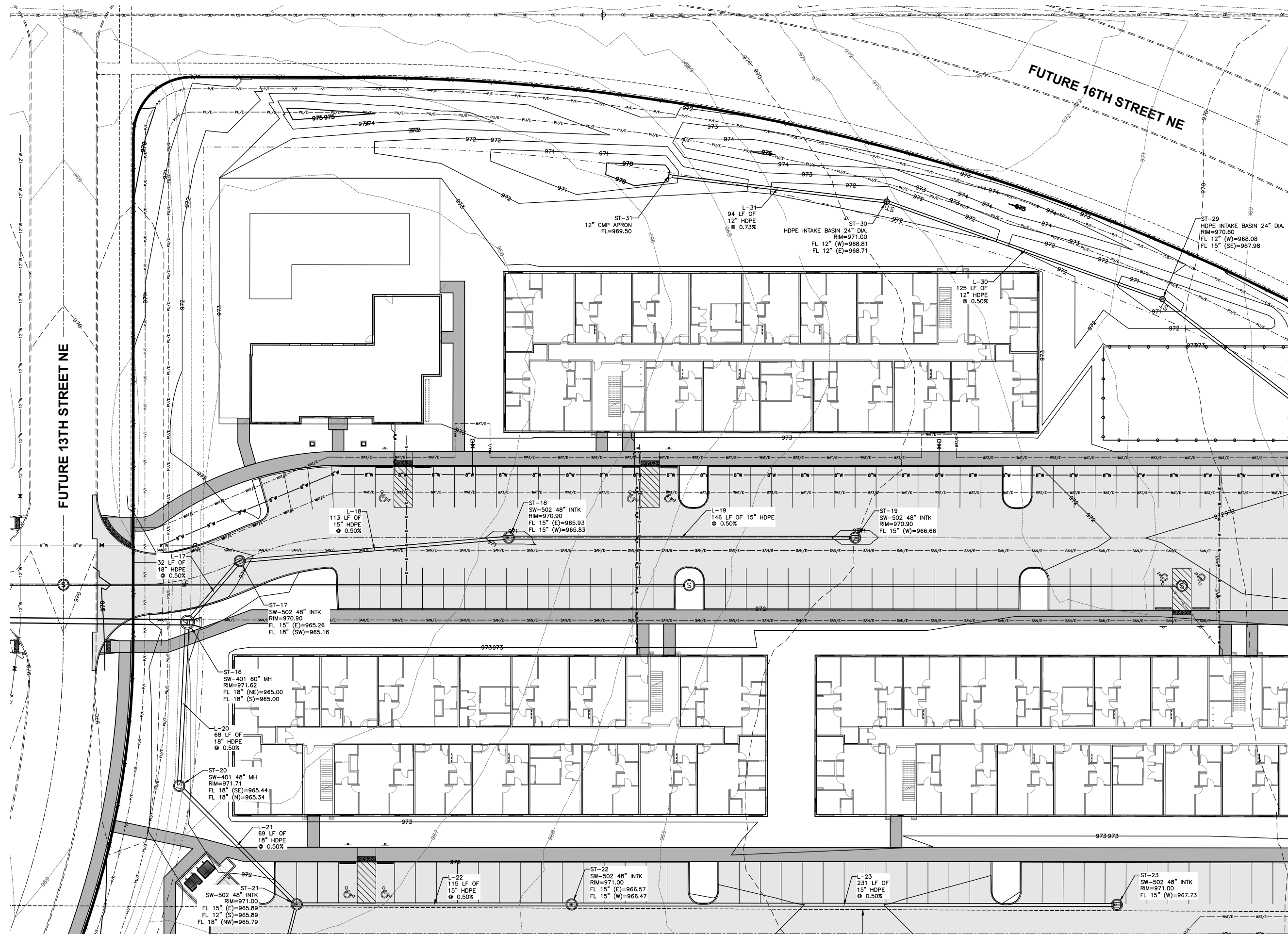
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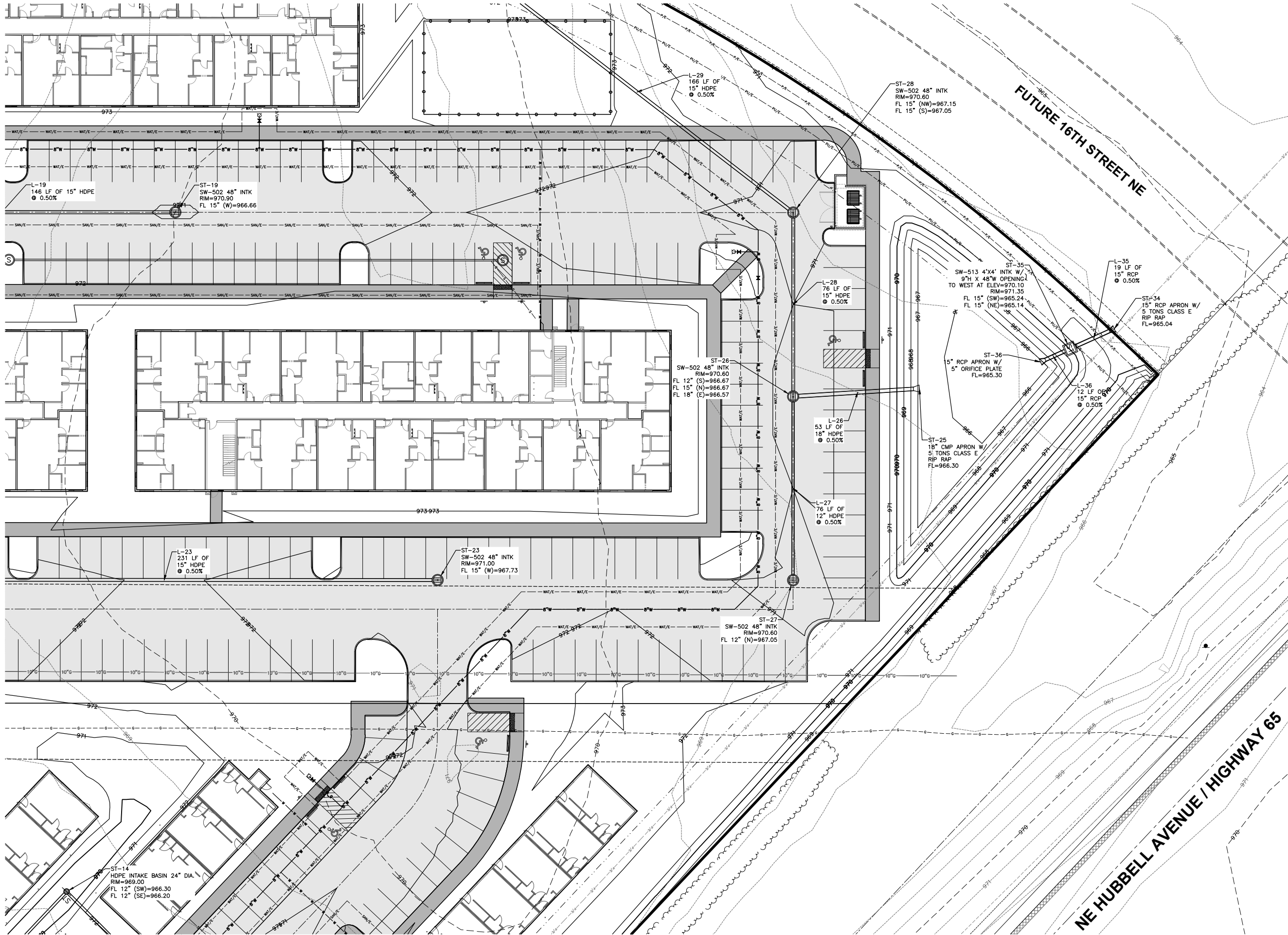
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CIVIL DESIGN ADVANTAGE

BONDURANT, IOWA

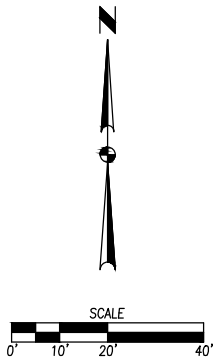


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DRAWN BY: J. HARRING
CHECKED BY: J. HARRING
PLOTTED BY: J. HARRING

COMMENTS:
END



UTILITY NOTE
1. ALL SANITARY SEWER & WATER MAIN IS PUBLIC. REFER TO FEATHERSTONE APARTMENTS PUBLIC IMPROVEMENT PLANS FOR SANITARY SEWER AND WATER MAIN DESIGN.
2. ALL STORM SEWER IS PRIVATE.



FEATHERSTONE APARTMENTS
UTILITY PLAN

15
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2305.313

CIVIL DESIGN ADVANTAGE

BONDURANT, IOWA

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH: ENH
ENGINEER: ENH

REVISIONS

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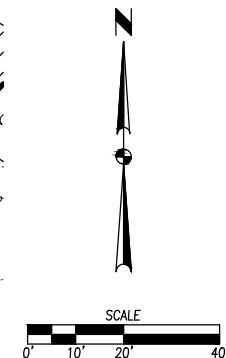
06-28-2024
05-30-2024

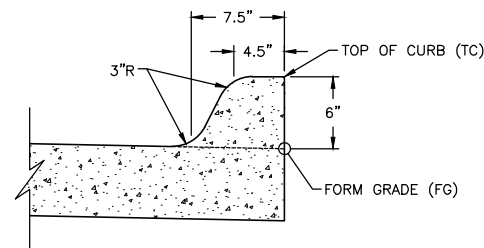
SECOND SUBMITTAL
FIRST SUBMITTAL

DATE

06-28-2024
05-30-2024

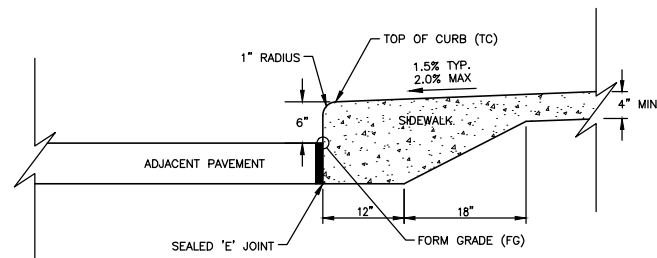
SECOND SUBMITTAL
FIRST SUBMITTAL





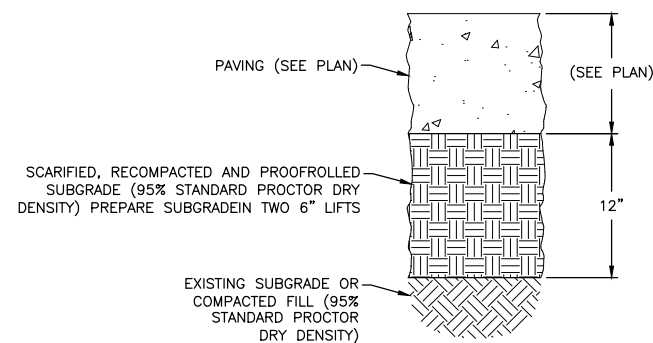
6" STANDARD CURB

NOT TO SCALE



CLASS 'A' INTEGRAL CURB

NOT TO SCALE

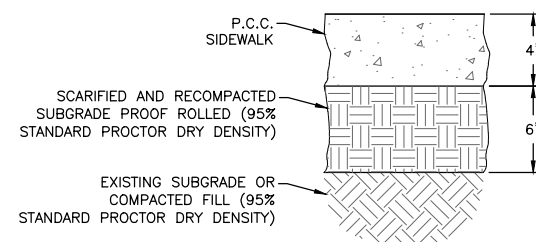


NOTES:

1. SUBGRADE PREPARATION SHALL EXTEND 24" BEYOND EDGE OF PAVING OR BACK OF CURB, EXCEPT WHEN ABUTTING EXISTING PAVEMENT.

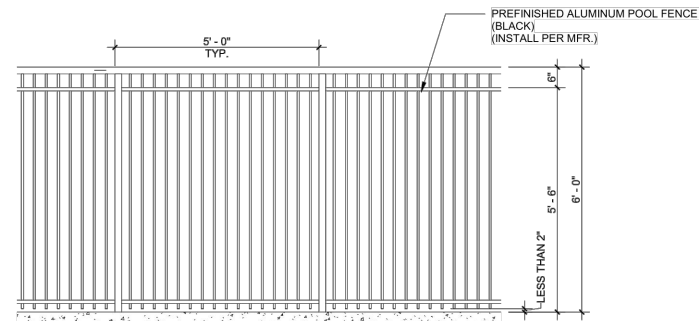
12" SUBGRADE PREPARATION

NOT TO SCALE



SIDEWALK

NOT TO SCALE



1 TYPICAL POOL FENCE ELEVATION

SCALE: $1/2" = 1'-0"$

CLUBHOUSE FENCE

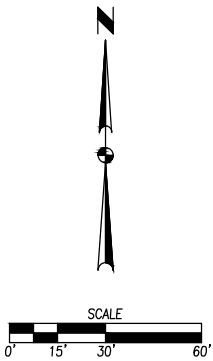
NOT TO SCALE



FENCING STYLE EXAMPLE



FENCING STYLE EXAMPLE



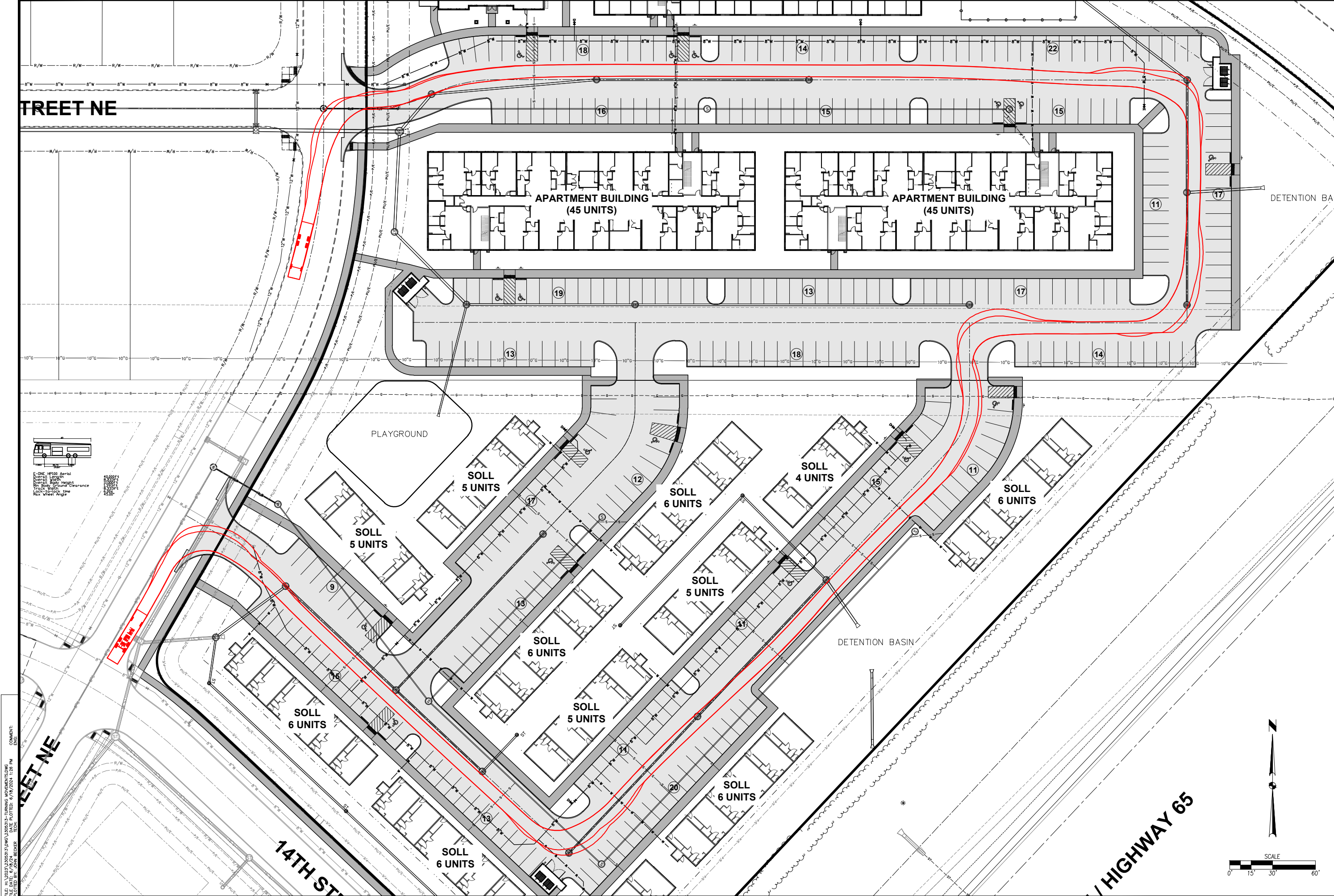
1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. THE 2024 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE SPECIFIED.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK AND SPECIFICATIONS.
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, DISEASES, OR DEFECTS. PLANTS SHALL BE PLANTED IN FULL SUN, WITH NO SHADOWS, IN Voids AND OPEN SPACES, WITH WELL DEVELOPED BRANCH AND ROOT SYSTEMS, TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES. PLANT VARIETIES SHALL BE IDENTIFIED BY TAGS.
5. SEED (TYPE 1) OR SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER.
6. BACKFILL TO TOP OF CURB, (MINUS 1 1/2" FOR SOD, IF REQ.)
7. WEED PREVENTER (PRE-EMERGENT) SHALL BE SPREADING OVER SOIL AFTER PLANTING AND BEFORE MULCH IS APPLIED. ALL PLANTED BEDS PER MANUFACTURER'S RECOMMENDATIONS.
8. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS TO A (MIN) DEPTH OF 3".
9. ALL EDGING SHALL STEEL.
10. PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
11. ALL BEDS, SLOPE, OR DRIVEWAYS SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
12. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
13. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER, IF REQUESTED, FOR APPROVAL.

INTERIOR TREES PROVIDED = 24

<u>PROVIDED</u>	
OVERSTORY TREES	= 9
CONIFER TREE	= 9
UNDERSTORY TREES	= 17
SHRUBS/ GRASSES	= 34

1. NO STREET TREE SHALL BE PLANTED UNLESS THE PARKING IS AT LEAST NINE (9) FEET IN WIDTH.
2. NO STREET TREE SHALL BE PLANTED CLOSER THAN FOUR (4) FEET TO THE CURB OR CURBLINE AND NO CLOSER THAN FOUR (4) FEET TO THE SIDEWALK. WHENEVER POSSIBLE TREES SHALL BE CENTERED BETWEEN THE CURB OR CURBLINE AND THE SIDEWALK OR PROPERTY LINE. IF NO SIDEWALK OR PROPERTY LINE EXISTS, THE STREET TREE SHALL AVOID THE LOCATION OF THE FUTURE PUBLIC SIDEWALK AREA, AS DETERMINED BY THE PUBLIC WORKS DIRECTOR.
3. NO STREET TREE SHALL BE PLANTED WITHIN FIFTEEN (15) LATERAL FEET OF AN OVERHEAD UTILITY LINE.
4. NO STREET TREES SHALL BE PLANTED CLOSER THAN THIRTY-FIVE (35) FEET TO THE INTERSECTING LOT LINES OF A CORNER LOT.
5. ON A CORNER LOT, NO STREET TREE SHALL BE ERECTED, PLACED, PLANTED, OR ALLOWED TO GROW IN SUCH A MANNER AS TO MATERIALLY INTERFERE WITH THE VISION OF THE DRIVER OR THE CENTERLINE GRADES OF THE INTERSECTING STREETS IN THE AREA BOUNDED BY THE STREET LINES OF SUCH CORNER LOTS AND A LINE JOINING ALONG SAID STREET LINES TWENTY-FIVE FEET FROM THE POINT OF INTERSECTION OF THE RIGHT-OF-WAY LINES.
6. NO STREET TREE SHALL BE PLANTED CLOSER THAN FIVE (5) FEET FROM ALLEYS OR DRIVEWAYS.
7. STREET TREES SHALL BE PLANTED FIVE (5) FEET FROM A WATER MAIN OR SANITARY SEWER MAIN.
8. NO STREET TREE SHALL BE PLANTED WITHIN TEN (10) FEET OF A FIRE HYDRANT OR UTILITY POLE.
9. NO STREET TREE SHALL BE PLANTED WITHIN TWENTY-FIVE (25) FEET OF ANOTHER STREET TREE.

PLANT SCHEDULE GENERAL TREES				
CODE	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
EVERGREEN TREES				
PG	11	Black Hills Spruce	<i>Picea glauca densata</i>	B&B, 5' HEIGHT
PG	5	Colorado Blue Spruce	<i>Picea pungens 'Glaucø'</i>	B&B, 6' HEIGHT
OVERSTORY TREES				
AR	10	Red Maple	<i>Acer rubrum</i>	B&B, 2" CALIPER
CM	6	Crimson King Maple	<i>Acer platanoides 'Crimson King'</i>	B&B, 2" CALIPER
GS	15	Skyline Honey Locust	<i>Gleditsia triacanthos 'Skyline'</i>	B&B, 2" CALIPER
PK	4	Northern Adascent American Sycamore	<i>Platanus occidentalis 'Bismarck' TM</i>	B&B, 1.5" CALIPER
QK	4	Swamp White Oak	<i>Quercus bicolor</i>	B&B, 2" CALIPER
QM	3	Burr Oak	<i>Quercus macrocarpa</i>	B&B, 2" CALIPER
QR	17	Red Oak	<i>Quercus rubra</i>	B&B, 2" CALIPER
TL	6	Greenspire Linden	<i>Tilia cordata 'Greenspire'</i>	B&B, 2" CALIPER



FILE: H:\2023\2305313\2305313-TURNING MOVEMENTS.DWG
DATE PLOTTED: 6/18/2024 1:26 PM
PLOTTER: HP DesignJet 5000PS
DRAWN BY: J. BECKER

E-ONE HP100 Aerial
Overall Length
8'0" (2.44m)
Overall Width
8'0" (2.44m)
Overall Height
8'0" (2.44m)
Track Width
6'0" (1.83m)
Wheel-to-Wheel
4'0" (1.22m)
Max. Wheel Angle
45.00°

DATE

6/18/2024

REVISIONS

TECH:

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER:

CIVIL DESIGN ADVANTAGE

BONDURANT, IOWA

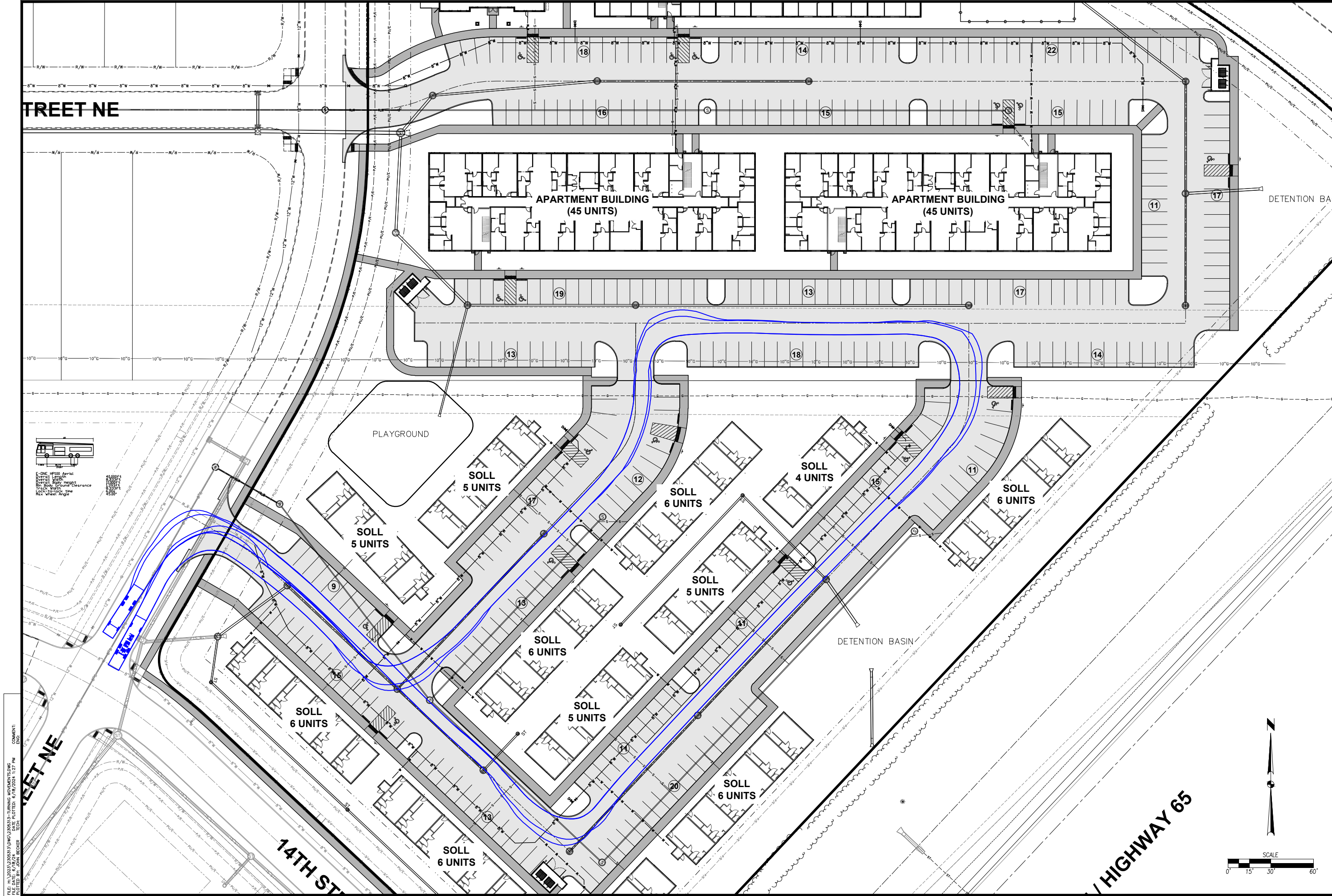
FEATHERSTONE APARTMENTS

TURNING MOVEMENT

1

3

2305.313



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DATE PLOTTED: 6/18/2024 1:27 PM
PLOTTER: HP100 Aerial
PLOTTER: HP100 Ground

2305.313

FEATHERSTONE APARTMENTS

TURNING MOVEMENT

BONDURANT, IOWA

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400 FAX: (515) 369-4410

TECH:
ENGINEER:

DATE

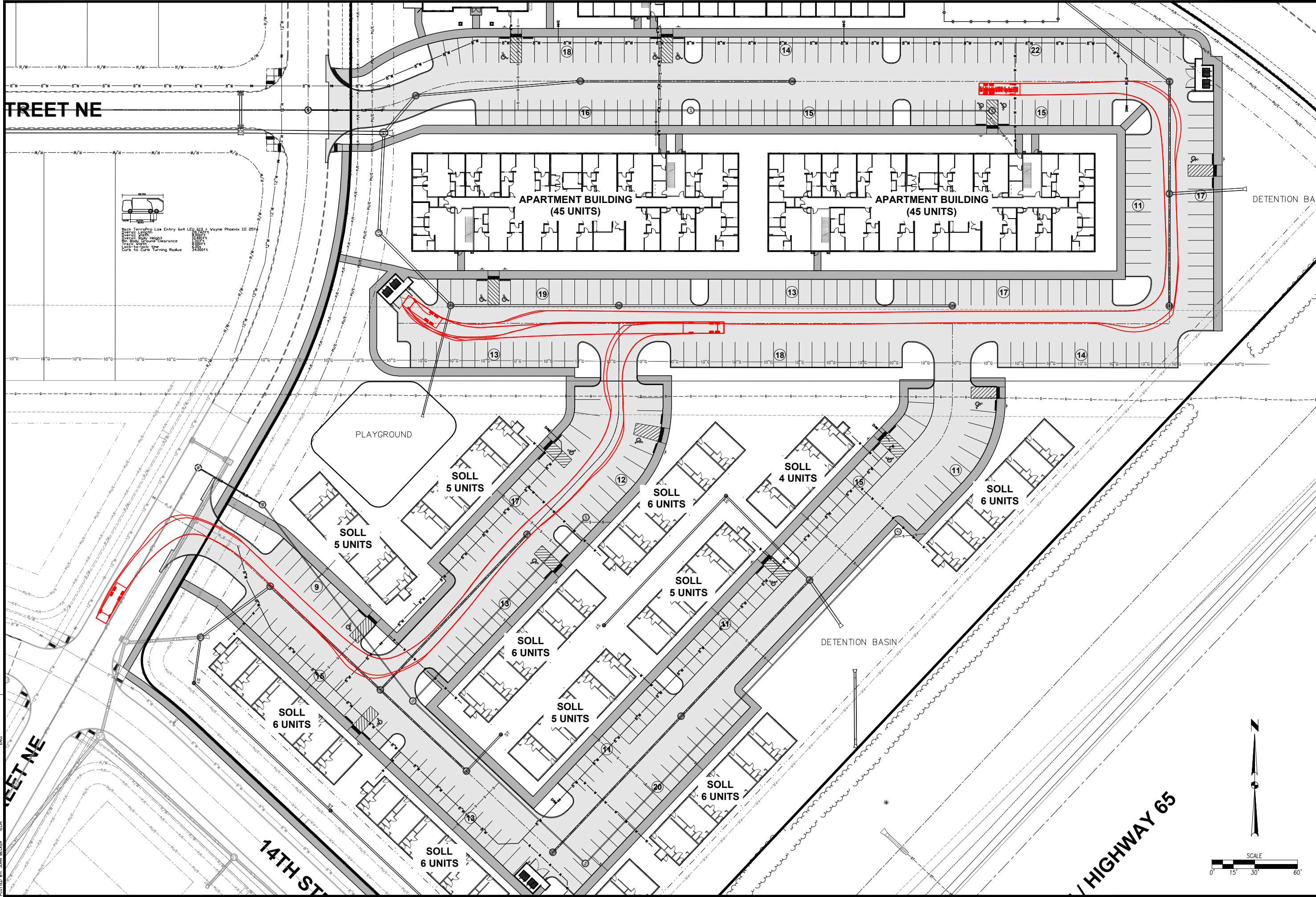
REVISIONS

6/18/2024

PREPARED

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DATE PLOTTED: 6/18/2024 1:27 PM
PLOTTER: HP DesignJet 2400
DRAWN BY: J. BECKER

COMMENTS:
DWG



Max TerraPro Low Entry 6x4 LED 613 - Wayne Phoenix III 2514
Overall Length 80'0" ft
Overall Width 12'0" ft
Overall Height 8'0" ft
Net Floor Height 7'6" ft
Truck Bed Ground Clearance 8'0" ft
Load Capacity, New 34,000 lbs
Curb to Curb Turning Radius 34.000 ft

3

3

2305.313

FEATHERSTONE APARTMENTS

TURNING MOVEMENT

BONDURANT, IOWA

CIVIL DESIGN ADVANTAGE

4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PHONE: (515) 369-4400 FAX: (515) 369-4410

TECH:
ENGINEER:

REVISIONS

NO.	DATE	DESCRIPTION
1	6/18/2024	PREPARED

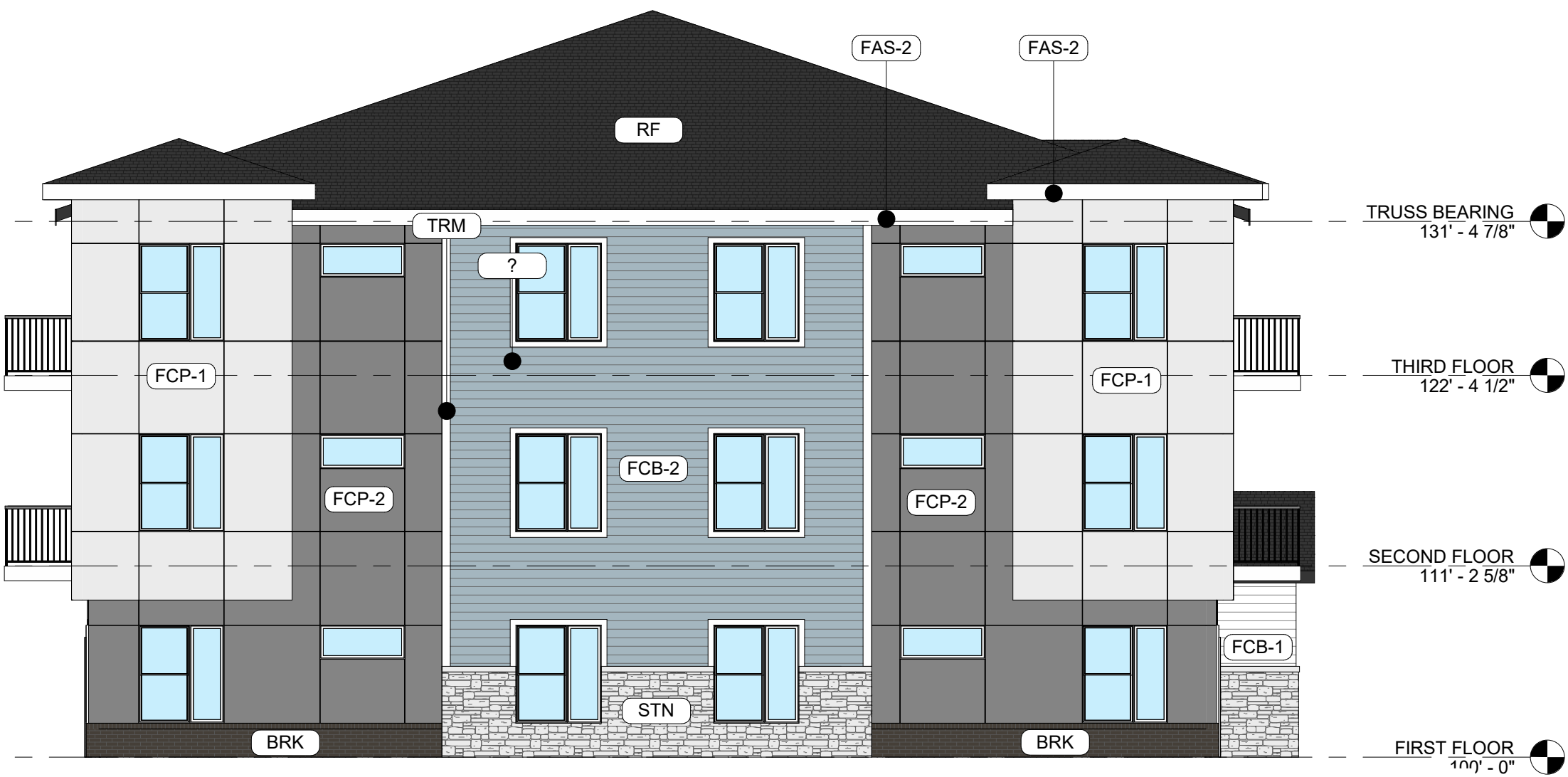
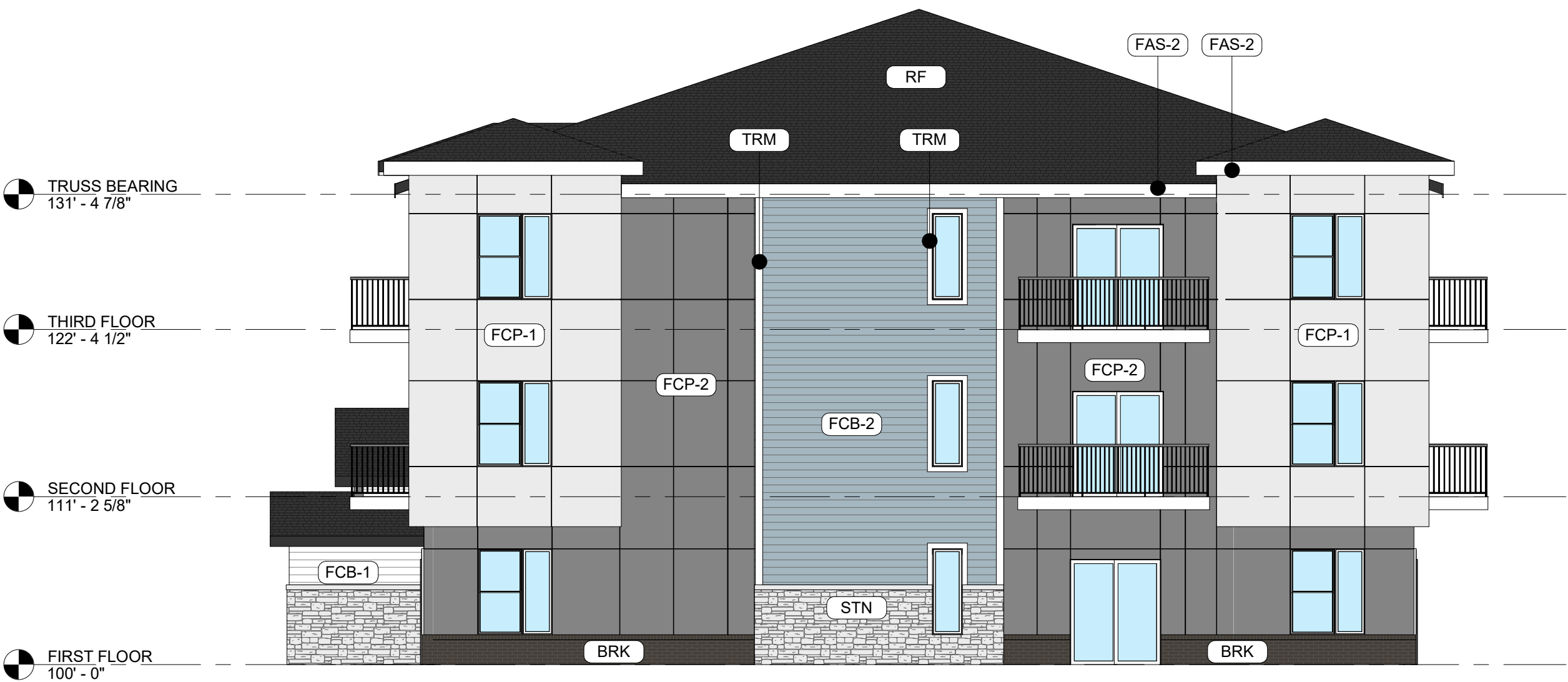
DATE

6/18/2024

*** Elevations are representative of the style and materials we are proposing but are not final. They are intended to represent the overall design and character of the buildings.



EXTERIOR MATERIAL LEGEND	
MAT. LABEL	MATERIAL DESCRIPTION
BRK	MERIDIAN BRICK, THIN BRICK, COLOR - AMARO, NATURAL MORTAR (CLASS 2)
DS-2	PREFINISHED METAL DOWNSPOUT: DARK GRAY
FAS-1	HARDIE FASCIA BOARD, SMOOTH, COLOR - ARCTIC WHITE
FAS-2	PREFINISHED METAL FASCIA, COLOR - WHITE
FCB-1	FIBER CEMENT LAP SIDING, SMOOTH, 6" REVEAL, COLOR - ARCTIC WHITE (CLASS 3)
FCB-2	FIBER CEMENT LAP SIDING, SMOOTH, 6" REVEAL, COLOR - BOOTHBAY BLUE (CLASS 3)
FCB-3	FIBER CEMENT LAP SIDING, SMOOTH, 6" REVEAL, COLOR - AGED PEWTER (CLASS 3)
FCP-1	FIBER CEMENT PANEL SMOOTH SIDING, COLOR - COBBLESTONE (CLASS 3)
FCP-2	FIBER CEMENT PANEL SMOOTH SIDING, COLOR - AGED PEWTER (CLASS 3)
FCT	5/4 HARDIE TRIM BOARD, SMOOTH, COLORPLUS, COLOR - ARCTIC WHITE
GUT-1	PREFINISHED SEAMLESS GUTTERS (EXTRA DARK BRONZE)
RF	ARCHITECTURAL ASPHALT ROOFING SHINGLES, COLOR - CHARCOAL
SF-1	T.B. ALUMINUM STOREFRONT FRAMING: CLEAR ANODIZED FINISH
STN	CENTURION STONE, COASTAL OHIO LIMESTONE (CLASS 2)
TRM	HARDIE TRIM BOARD, SMOOTH, COLOR - ARCTIC WHITE
VIS-1	INSULATED VISION GLASS: CLEAR W/ LOW E COATING IN VINYL RESIDENTIALSTYLE WINDOW (CLASS 1)



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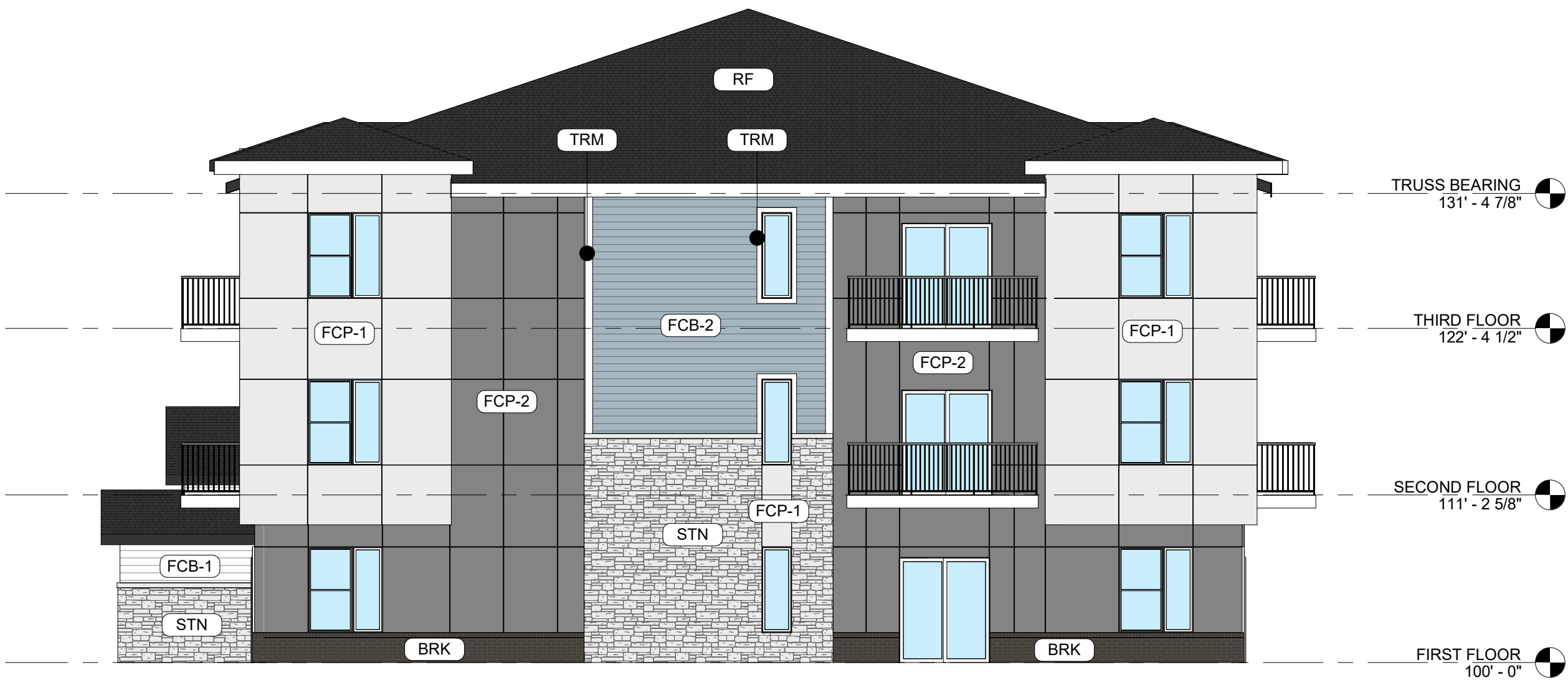


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VIS-1	INSULATED VISION GLASS: CLEAR W/ LOW E COATING IN VINYL RESIDENTIALSTYLE WINDOW (CLASS 1)





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

Item No. 8.e.
For Meeting of 8/19/2024
Resolution

TITLE: - Discussion and possible consideration of Resolution approving the Bondurant Emergency Services paid per call volunteer's conversion to part-time employees effective December 1, 2024

CONTACT PERSON:

Aaron Kreuder, Fire Chief
Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: Bondurant Emergency Services has been transitioning away from a Paid-Per-Call volunteer model to a full employee model since approximately 2017. The transition has been paced with community needs and growth. At this time, the City has reached a point to need a completely paid staff for reliability in staffing levels and consistency in training and skills. The City Council has previously approved wages for Fire/Advanced EMT Specialists.

The City Administrator, Finance and Employee Services Director, and Bondurant Emergency Services leadership team have been working to develop options and recommend transitioning paid-per-call volunteers to part-time employees effective December 1, 2024. The need for this transition is becoming more critical with the community's growth and with the current staffing availability for Bondurant Emergency Services. Additionally, as requirements increase for firefighter and EMT training and qualifications, it has become more challenging to recruit qualified paid-per-call volunteers.

The General Fund operating budget will increase by approximately \$80,000. Reserves will be used to cover the amended budget. Additionally, the employee benefits fund will be impacted similarly for FICA, Medicare, IPERS, and unemployment by approximately \$15,000. Reserves will be used to cover the amended budget. These costs would be included in the ongoing investment in public safety in future budgets.

FUNDING SOURCE: The general Fund operating budget will increase by approximately \$80,000. Reserves will be used to cover the amended budget. Additionally, the employee benefits fund will be impacted similarly for FICA, Medicare, and IPERS by approximately \$15,000. Reserves will be used to cover the amended budget.

STAFF RECOMMENDATION: The Finance & Employee Services & Emergency Services Departments recommend approval and adoption.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240819-193

CITY OF BONDURANT
RESOLUTION NO. 240819-193

RESOLUTION APPROVING THE BONDURANT EMERGENCY SERVICES PAID PER
CALL VOLUNTEERS CONVERSION TO PART TIME EMPLOYEES EFFECTIVE
DECEMBER 1, 2024

WHEREAS the City Council approves employment positions and sets the wages for the Bondurant Emergency Services Paid-Per-Call volunteers and employees; AND

WHEREAS the City Administrator collaborates with the Fire Chief to recommend personnel plans and the wages for these positions; AND

WHEREAS the Bondurant Emergency Services has been transitioning away from a Paid-Per-Call volunteer model to a full Employee model since approximately 2017, pacing this transition with community need and growth; AND

WHEREAS at this time, the City has reached a point to need a completely paid staff for reliability in staffing levels and consistency in training and skills; AND

WHEREAS the wages, effective June 17, 2024, for the FY2025 Fiscal Year were set as follows:

Fire/Advanced EMT Specialist	\$59,931	\$71,918	\$80,243
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WHEREAS the wages referenced above will be in place for part-time people upon transitioning from paid-per-call; AND

WHEREAS paid-per-call employees will be transitioned to part-time on December 1, 2024, and no paid-per-call employees will be transitioned prior to December 1, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the transition plan from paid-per-call to part time employees and the elimination of the paid-per-call model for the Bondurant Emergency Services is hereby approved as presented.

Passed this 19th 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				



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

Item No. 9.a.
For Meeting of 8/19/2024
Discussion Item

TITLE: Draft ordinance regarding urban chickens

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator
Maggie Murray, Planning & Community Development Director
Shelby Hagan, City Clerk
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: At the request of the City Council, City staff presents a draft Chapter 56 Urban Chickens code and a draft Urban Chickens application form. The draft code chapter is based off research done on various communities across the state. The chapter addresses permit review and approval processes, enclosure requirements, where and how many chickens can be on a property, among other things.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Discussion item only.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Urban Chicken Application Draft
2. Bondurant - Urban Chicken Code - Draft



City of Bondurant

200 2nd St NE, Bondurant, Iowa 50035
(515) 967-2418 • info@cityofbondurant.com

URBAN CHICKEN APPLICATION

Property Owner

Name

Address

City State Zip

Phone Email

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.

Number of Chickens Proposed:

Y N

- ☐ ☐ I affirm I have read and understand the requirements of Chapter 56 Urban Chickens.
- ☐ ☐ I affirm I am aware I must first receive city approval before obtaining chickens.
- ☐ ☐ I affirm there are no neighborhood restrictive covenants/restrictions disallowing this use.
- ☐ ☐ I affirm my henhouse, chicken tractor and/or chicken pen meet the construction and permitting requirement of the City of Bondurant.
- ☐ ☐ I have a attached site plan showing dimensions and setbacks of the henhouse/ chicken tractor/chicken pen.
- ☐ ☐ I hereby grant the right for City staff to inspect my property prior to approval of this permit. I further grant the right for City staff to inspect my property within one year after this permit is granted and at any other time to investigate a complaint.

Urban Chicken Application Overview. Urban Chicken Permits are valid from January 1—December 31 and shall not be pro-rated for partial years.

How to Apply. Please submit application electronically to info@cityofbondurant.com or drop-off/mail to City Hall at 200 2nd Street NE, POB 37, Bondurant, IA 50035.

Permit Fee. \$100 for new permit
\$50 for renewal

Permit Revocation: City staff may revoke an urban chicken permit for any reason as stated in Chapter 56.3.6. A property may not receive an Urban chicken permit for one (1) year after the revocation of a permit.

This Application is for: ☐ New Permit
☐ Renewal

Notice: The undersigned warrants that he/she has reviewed and is familiar with the provisions of the Municipal Code of the City of Bondurant and all applicable standards and will defend, indemnify, protect and save harmless the City and its employees from any and all liability, from any claim or cause of action which any person may have or claim to have by reason of any actual or alleged failure on the part of the undersigned to comply with the terms and provision thereof. I hereby certify that I have read and examined this application and its attachments and know the same to be complete, true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. I agree to adhere to the plans as submitted and approved by City Staff. The granting of a permit subsequent to this permit application does not presume to give authority to violate or cancel the provisions of any other state or local law. **My signature below verifies that I understand the above.**

Owner Signature Applicant Signature Date

FOR OFFICE USE ONLY

Fee Paid Date:

Case No.

Received Date

Staff Signature:

Approval Date

CHAPTER 56

URBAN CHICKENS

56.01 Purpose	55.08 Odor and Noise Impacts
56.02 Definitions	55.09 Predators, Rodents, Insects, and Parasites
56.03 Permit Required	55.10 Feed and Water
56.04 Number and Type of Chickens Allowed	55.11 Waste Storage and Removal
56.05 Enclosure Requirements	55.12 Chickens at Large
56.06 Zoning Districts Allowed	55.13 Unlawful Acts
55.07 Non-Commercial Use Only	55.14 Nuisances

56.01 PURPOSE. The purpose of this chapter is to protect the health, safety and welfare of the citizens within the City by allowing a process by which a property owner may keep a limited number of domesticated chickens on their property while observing minimum property standards.

56.2 DEFINITIONS. Definitions used in this chapter.

1. **“Chicken”** means a member of the subspecies *Gallus gallus domesticus*, a domesticated fowl.
2. **“Chicken run”** means an enclosed fenced area exclusively devoted to raising chickens.
3. **“Henhouse”** means a hen house, coop, cage, enclosure or building used for housing and protecting chickens from weather and predators.
4. **“Pen”** means an enclosure for chickens which allows freedom of movement but also prevents escape.
5. **“Permittee”** means an applicant who has been granted a permit to raise, harbor or keep chickens pursuant to this Chapter.
6. **“Permitting Officer”** means the administrative official or designee.
7. **“Tract of land”** means a property within a R-1 Low Density Residential District or R-2 Medium Density Residential District zoned lot that has one single-family dwelling located on the property or zoned lot.
8. **“Urban chicken”** means a chicken kept on a permitted tract of land pursuant to a permit issued under this Chapter.

56.3 PERMIT REQUIRED. No person shall raise, harbor, or keep chickens within the City without a valid permit obtained from the permitting officer under the provisions of this chapter.

1. Application. In order to obtain a permit, an applicant must submit a completed application on forms provided by the permitting officer and pay all fees required as approved from time to time by resolution of the City Council.
2. Requirements. The requirements to receive a permit shall include:
 - a. All requirements of this chapter are being met.
 - b. All fees, as may be provided for from time to time by City Council resolution, for the permit are paid in full.

- c. All amounts owed to the City, including but not limited to liens, fines, and judgements must be paid in full.
 - d. The tract of land to be permitted shall contain only one single family dwelling occupied and used as such by the permittee. Owner permission shall be required if the single-family dwelling is occupied by someone other than the owner.
- 3. Issuance of Permit. If the permitting officer concludes as a result of the information contained in the application that the requirements for a permit have been met, then the officer shall issue the permit.
- 4. Fee. The fee for such permit shall be one hundred (\$100) dollars for new permits and fifty (\$50) dollars for renewal permits.
- 5. Permits will be granted for one (1) year valid from January 1 through until December 31 and shall not be pro-rated for a partial year.
 - a. Permits may be purchased at any time during the year but will be valid only through December 31.
 - b. The property owner shall notify the City upon discontinuance of housing chickens.
 - i. As part of discontinuing of housing chickens on the property, the pen and coop areas shall be cleaned in a timely manner so as to not provide a nuisance to neighboring property owners.
 - c. Fees shall not be refunded if the property owner removes the chickens from the premises.
 - d. By the granting of the permit to raise chickens and the application thereof, the permittee authorizes that the City or its agents have the right to go onto permittee's property any time for the limited purpose of inspection
- 6. Denial, Suspension, Revocation, Non-Renewal. The permitting officer may deny, suspend, revoke, or decline to renew any permit issued for any of the following grounds:
 - a. False statements on any application or other information or report required by this chapter to be given by the applicant.
 - b. Failure to pay any application, penalty, re-inspection or re-instatement fee required by this chapter or City Council resolution.
 - c. Failure to correct deficiencies noted in notices of violation in the time specified in the notice.
 - d. Failure to comply with the provisions of an approved mitigation/remediation plan by the permitting officer or designee.
 - e. Failure to comply with any provision of this chapter.
- 7. Notification. A decision to revoke, suspend, deny, or not renew a permit shall be in writing, delivered by ordinary mail or in person to the address indicated on the application.
- 8. Effect of Revocation. When an application for a permit is denied, or when a permit is revoked, the applicant may not re-apply for a new permit for a period of one year from the date of the denial or revocation.
- 9. Appeals. In any instance where the permitting officer has denied, revoked, suspended, or not renewed a permit, the applicant or holder of urban chickens may appeal the decision to the City Administrator, or designee other than the permitting officer within 10 business days of receipt by the applicant or holder of the permit of the notice of the

decision. The applicant or holder of the permit will be given an opportunity for a hearing. The decision of the officer hearing, the appeal, or any decision by the permitting officer which is not appealed in accordance with this chapter shall be deemed final action.

56.4 NUMBER AND TYPE OF CHICKENS PERMITTED. No more than six (6) chickens (hens) shall be kept or maintained per property at any time.

56.5 ENCLOSURE REQUIREMENTS. The following criteria shall be considered a minimum form of compliance for the City to consider issuing a permit allowing for the presence of any particular chickens unless allowing such chickens would endanger the health, safety, peace, quiet, comfort, enjoyment of, or otherwise become a public nuisance to nearby residents or occupants or places of business:

1. Chickens must be kept in an enclosure or fenced area at all times. Chickens shall be secured within a henhouse or chicken tractor during non-daylight hours.
2. Enclosures must be kept in a clean, dry, odor-free, neat, and sanitary condition at all times.
3. Henhouses, chicken tractors, and chicken pens must provide adequate ventilation, adequate sun, and shade and must be impenetrable to rodents, wild birds, and predators, including dogs and cats.
4. Henhouses and chicken tractors.
 - A. Henhouses and chicken tractors shall be designed to provide safe and healthy living conditions for the chickens with a minimum of four-square feet per bird while minimizing adverse impacts to other residents in the neighborhood.
 - B. A henhouse or chicken tractor shall be enclosed on all sides and shall have a roof and doors. Access doors shall be able to be shut and locked at night. Opening windows and vents shall be covered with predator and bird proof wire of one inch or smaller openings.
 - C. The materials used in making a henhouse or chicken tractor shall be uniform for each element of the structure such that the walls are made of the same material, the roof has the same shingles or other covering, and any windows or openings are constructed using the same materials. The use of scrap, waste board, sheet metal, or similar materials is prohibited. Henhouses and chicken tractors shall be well maintained.
 - D. Henhouses, chicken tractors, and chicken pens shall only be located in the rear yard.
 - E. Henhouses, chicken tractors, and chicken pens must be located at least 10 feet from the property line and at least 25 feet from any adjacent residential principal structure and shall meet all other accessory structure provisions of the zoning ordinance.
 - F. Henhouses, chicken tractors and chicken pens must be located at least ten (10) feet from any storm water drainage/storm water detention/overland flowage easement and should not be located within any drainage swale that is not covered by easement.

G. Henhouses, chicken tractors and chicken pens must be located at least three (3) feet from all property lines and twenty-five (25) feet from residential structures on adjacent properties.

H. Henhouses, chicken tractors and chicken pens must be located in the rear yard.

56.6 ZONING DISTRICTS ALLOWED. Permits will be granted only for tracts of land in a R-1 or R-2 residential district as identified on the current Official Zoning Map on file with the City.

57.7 NON-COMMERCIAL USE ONLY. A permit shall not allow the permittee to engage in chicken breeding or fertilizer production for commercial purposes.

57.8 ODOR AND NOISE IMPACTS.

1. Odors from chickens, chicken manure, or other chicken related substances shall not be perceptible beyond the boundaries of the permitted tract of land.
2. Noise from chickens shall not be loud enough beyond the boundaries of the permitted tract of land at the property boundaries to disturb persons of reasonable sensitivity.

57.9 PREDATORS, RODENTS, INSECTS AND PARASITES. The permittee shall take necessary action to reduce the attraction of predators and rodents and the potential infestation of insects and parasites. Chickens found to be infested with insects and parasites that may result in unhealthy conditions to human habitation may be removed by the City health officer.

57.10 FEED AND WATER. Chickens shall be provided with access to feed and clean water at all times. The feed and water shall be unavailable to rodents, wild birds, and predators.

57.11 WASTE STORAGE AND REMOVAL. All stored manure shall be covered by a fully enclosed structure with a roof or lid over the entire structure. No more than three cubic feet of manure shall be stored on the permitted tract of land. All other manure not used for composting or fertilizing shall be removed. The henhouse, chicken tractor, chicken pen, and surrounding area must be kept free from trash and accumulated droppings. Uneaten feed shall be removed in a timely manner.

57.12 CHICKENS AT LARGE. The permittee shall not allow the permittee's chickens to roam off the permitted tract of land. No dog or cat or other domesticated animal which kills a chicken off the permitted tract of land will, for that reason alone, not be considered a dangerous or aggressive animal or the City's responsibility to enforce its animal control provisions.

57.13 UNLAWFUL ACTS.

1. It shall be unlawful for any person to keep chickens in violation of any provision of this chapter or any other provision of this Code of Ordinances.
2. It shall be unlawful for any owner, renter, or leaseholder of property to allow chickens to be kept on the property in violation of the provisions of this chapter.
3. No person shall keep chickens inside a single family dwelling unit or any other structure than an approved henhouse or chicken tractor.

4. No person shall slaughter any chickens within the City outside of legally operating poultry production facilities.
5. No person shall keep a rooster.
6. No person shall keep chickens on a vacant or uninhabited tract of land.

57.14 NUISANCES. Any violation of the terms of this chapter that constitutes a health hazard or that interferes with the use or enjoyment of neighboring property is a nuisance and may be abated under the general nuisance abatement provisions in Chapter 50 of this Code of Ordinances.